

TO: LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/01/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	8th Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		06/22/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: Bermuda		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2325240	TRACCELL	
Registration Number:	2889592	MONOPREP	
Registration Number:	2860872		
Registration Number:	2761597	MONOGEN	
Registration Number:	2769116	MONOGEN	
Registration Number:	3096570	TAKE-A-PAP	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4884		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		

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Address Line 4: New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	022411-0808
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	07/01/2009
Total Attachments: 6 source=8th supp to TSA - hologic#page1.tif source=8th supp to TSA - hologic#page2.tif source=8th supp to TSA - hologic#page3.tif source=8th supp to TSA - hologic#page4.tif source=8th supp to TSA - hologic#page5.tif source=8th supp to TSA - hologic#page6.tif	

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Trademark Supplement**EIGHTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

This Eighth Supplement to Trademark Security Agreement (this "Supplement") is dated as of June 14, 2009, effective as of May 31, 2009, is made and entered into by and between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLacant LLC, Direct Radiography Corp., Cytoc Corporation, Cytoc Prenatal Products Corp. and Cytoc Surgical Products III, Inc. (collectively, the "Grantors"), and Goldman Sachs Credit Partners L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are a party to an Amended and Restated Pledge and Security Agreement dated as of July 17, 2008 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Amended and Restated Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Trademark Security Agreement dated as of July 17, 2008 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Trademark Security Agreement") by and between the Grantors and Collateral Agent; and

WHEREAS, this Supplement shall amend and supplement the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

1. DEFINED TERMS. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended and Restated Pledge and Security Agreement and Trademark Security Agreement, as applicable.

2. SCHEDULE I TO TRADEMARK SECURITY AGREEMENT. Schedule I of the Trademark Security Agreement is hereby revised by adding thereto the Trademark Collateral listed on Section 1 of Exhibit A hereto.

3. MISCELLANEOUS.

a. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by facsimile shall be equally as effective as delivery of an original executed

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counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by facsimile also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement. This Supplement shall be deemed to be a Credit Document.

b. Governing Law. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of laws rules or provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

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IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.


HOLOGIC, INC., as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

R2 TECHNOLOGY, INC., as Grantor


By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and Secretary

SUROS SURGICAL SYSTEMS, INC., as Grantor

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and Secretary

BIOLUCENT, LLC, as Grantor

By: Hologic, Inc.,
Its Sole Member and Manager

By: 
Name: Glenn P. Muir
Title: Executive Vice President, Finance and Administration, Chief Financial Officer and Treasurer and Assistant Secretary

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DIRECT RADIOGRAPHY CORP., as GrantorBy: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC CORPORATION, as Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC PRENATAL PRODUCTS CORP., as
Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary**CYTYC SURGICAL PRODUCTS III, INC., as
Grantor**By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and
Secretary

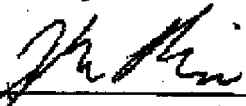
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Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Name: _____
Title: _____
John Darmanin
Authorized Signatory

IP Security Supplement

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EXHIBIT A

1. TRADEMARK REGISTRATIONS AND APPLICATIONS TO BE ADDED TO SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

<u>Title</u>	<u>App. No./ Reg. No.</u>	<u>Status</u>	<u>Country</u>	<u>App. Date/ Reg. Date</u>	<u>Owner</u>
TRACCELL	75/433,759 2,325,240	Registered	US	2/13/1996 3/7/2000	Hologic, Inc.
MONOPREP	76/295,554 2,889,592	Registered	US	8/6/2001 9/28/2004	Hologic, Inc.
Circular Design Logo	76/401,552 2,860,872	Registered	US	4/29/2002 07/06/2004	Hologic, Inc.
MONOGEN & Design	76/472,398 2,761,597	Registered	US	12/5/2002 9/9/2003	Hologic, Inc.
MONOGEN	76/472,501 2,789,116	Registered	US	12/5/2002 9/30/2003	Hologic, Inc.
TAKE-A-PAP	78/429,030 3,096,570	Registered	US	6/2/2004 5/23/2006	Hologic, Inc.

2. TRADEMARK REGISTRATIONS AND APPLICATIONS TO BE DELETED FROM SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

(INTENTIONALLY OMITTED)

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