

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	10th Supplement to Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		03/29/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P., as collateral agent
<b>Street Address:</b>	85 Broad St.
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10004
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3240436	EARLIER. SMARTER. BETTER.
Registration Number:	2213173	IMAGECHECKER
Registration Number:	2697274	IMAGECHECKER
Registration Number:	3432655	DIGITALNOW
Registration Number:	3075613	R2
Registration Number:	3419879	GOLD-STANDARD CAD
Registration Number:	2846121	PEERVIEW
Registration Number:	2848834	OMNICAD
Registration Number:	3238367	CITRA

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipdocket@lw.com  
 Correspondent Name: Latham & Watkins, c/o Julie Dalke  
 Address Line 1: 650 Town Center Dr, 20th floor

OP \$240.00 3240436

**900158327**

**TRADEMARK  
 REEL: 004176 FRAME: 0034**

Address Line 2: 022411-0808  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0808
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	03/29/2010

Total Attachments: 6  
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## Trademark Supplement

### TENTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Tenth Supplement to Trademark Security Agreement (this "Supplement") is dated as of March 29, 2010, effective as of December 31, 2009, is made and entered into by and between Hologic, Inc., Suros Surgical Systems, Inc., BioLucent 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;

WHEREAS, in connection with the merger of R2 Technology, Inc. with and into Hologic, Inc. on March   , 2010 and the assignment by R2 Technology, Inc. of the trademarks referenced on Exhibit A hereto to Hologic, Inc. during December of 2009, the parties have executed this Supplement; 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.

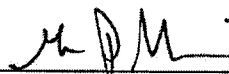
a. Counterparts. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery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

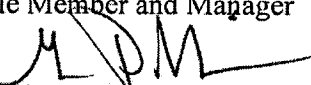
**HOLOGIC, INC., as Grantor**

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


**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

**DIRECT RADIOGRAPHY CORP., as Grantor**

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

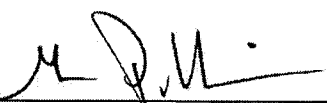
**CYTYC CORPORATION, as Grantor**

By: 

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer and Secretary

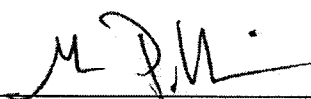
**CYTYC PRENATAL PRODUCTS CORP., as Grantor**

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

Accepted and Agreed:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Douglas Tansey**  
**Authorized Signatory**

Title: \_\_\_\_\_

*IP Security Supplement*

**TRADEMARK**  
**REEL: 004176 FRAME: 0040**

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>
Earlier. Smarter. Better <sup>®</sup>	3240436	Registered	US	05/08/2007	Hologic, Inc.
ImageChecker <sup>®</sup>	2213173	Registered	US	12/22/1998	Hologic, Inc.
ImageChecker <sup>®</sup>	2697274	Registered	US	03/18/2003	Hologic, Inc.
<sup>™</sup>	3432655	Registered	US	05/20/2008	Hologic, Inc.
	3075613	Registered	US	04/04/2006	Hologic, Inc.
Gold Standard CAD <sup>™</sup>	3419879	Registered	US	04/29/2008	Hologic, Inc.
PeerView <sup>®</sup>	2846121	Registered	US	05/25/2004	Hologic, Inc.
OmniCAD <sup>®</sup>	2848834	Registered	US	06/01/2004	Hologic, Inc.
Citra <sup>®</sup>	3238367	Registered	US	05/01/2007	Hologic, Inc.

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

[INTENTIONALLY OMITTED]

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