

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gen-Probe GTI Diagnostics, Inc.		11/19/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	30 Hudson Street, 5th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85693515	PAK LX	
CORRESPONDENCE DATA			
Fax Number:	6172890683		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	11648/68		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/Mark S. Leonardo/		

CH \$40.00 85693515

Date:

11/20/2012

Total Attachments: 7

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FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This First Supplement to Trademark Security Agreement (this "Supplement") is dated as of November 19, 2012, and is made and entered into by and among each of the entities identified on the signature pages hereto as a Grantor (each, a "Grantor" and, collectively, the "Grantors"), and Goldman Sachs Bank USA, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

W I T N E S S E T H :

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of August 1, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified to date and from time to time, the "Pledge and Security Agreement"), by and among Hologic, Inc., a Delaware corporation (the "Borrower"), the Grantors, certain other subsidiaries of the Borrower, and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this First Supplement to Trademark Security Agreement;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of August 1, 2012 (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:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pledge and Security Agreement and the Trademark Security Agreement, as applicable.

Section 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.

Section 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 and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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,
Assistant Treasurer and Assistant 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,
Assistant Treasurer and Assistant Secretary

CYTYC CORPORATION, as Grantor

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

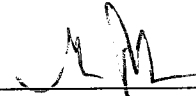
INTERLACE MEDICAL, INC., as Grantor

By:  _____

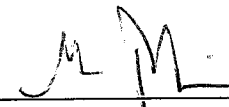
Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

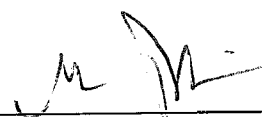
SUROS SURGICAL SYSTEMS, INC., as
Grantor

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

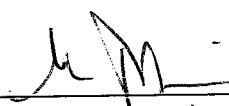
THIRD WAVE TECHNOLOGIES, INC., as
Grantor

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

GEN-PROBE INCORPORATED, as Grantor

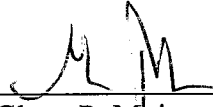
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer, and
Assistant Secretary

GEN-PROBE PRODESSE, INC., as Grantor

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

[FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

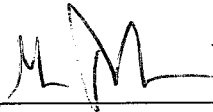
**GEN-PROBE TRANSPLANT DIAGNOSTICS,
INC., as Grantor**

By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

**GEN-PROBE GTI DIAGNOSTICS, INC., as
Grantor**

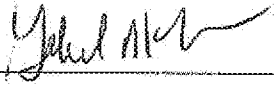
By:  _____

Name: Glenn P. Muir

Title: Executive Vice President, Treasurer, and
Assistant Secretary

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: _____
Title: Gabriel Jacobson
Authorized Signatory

[FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

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

Title	Country	Status	App No.	TM No.
PAK LX	US	Pending	85/693,515	N/A
SERUM CLEANER	US	Pending	85/679,407	N/A