

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																																												
CONVEYING PARTY DATA																																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Hologic, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Biolucent, LLC</td> <td></td> <td>07/08/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Cytc Corporation</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Interlace Medical, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION:</td> </tr> <tr> <td>Suros Surgical Systems, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Third Wave Technologies, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gen-Probe Incorporated</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gen-Probe Prodesse, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gen-Probe Transplant Diagnostics, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gen-Probe Diagnostics, Inc.</td> <td></td> <td>07/08/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Hologic, Inc.		07/08/2013	CORPORATION: DELAWARE	Biolucent, LLC		07/08/2013	LIMITED LIABILITY COMPANY: DELAWARE	Cytc Corporation		07/08/2013	CORPORATION: DELAWARE	Interlace Medical, Inc.		07/08/2013	CORPORATION:	Suros Surgical Systems, Inc.		07/08/2013	CORPORATION: DELAWARE	Third Wave Technologies, Inc.		07/08/2013	CORPORATION: DELAWARE	Gen-Probe Incorporated		07/08/2013	CORPORATION: DELAWARE	Gen-Probe Prodesse, Inc.		07/08/2013	CORPORATION: DELAWARE	Gen-Probe Transplant Diagnostics, Inc.		07/08/2013	CORPORATION: DELAWARE	Gen-Probe Diagnostics, Inc.		07/08/2013	CORPORATION: DELAWARE
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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: NEW YORK																																												
PROPERTY NUMBERS Total: 2																																													
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CORRESPONDENCE DATA																																													
Fax Number:	8773927184																																												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>																																													

CH \$65.00 3620034

via US Mail.

Phone: 7819997346
Email: carolann.mahoney@hologic.com
Correspondent Name: CarolAnn Mahoney
Address Line 1: 35 Crosby Drive
Address Line 2: Hologic, Inc.
Address Line 4: Bedford, MASSACHUSETTS 01730

ATTORNEY DOCKET NUMBER:	TM PERFEC CERT 3
NAME OF SUBMITTER:	CarolAnn Mahoney
Signature:	/CarolAnn Mahoney/
Date:	07/09/2013

Total Attachments: 7

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THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Third Supplement to Trademark Security Agreement (this "Supplement") is dated as of July 8, 2013, 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").

WITNESSETH:

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 Third 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).

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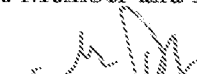
IN WITNESS WHEREOF, each Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOLOGIC, INC., as Grantor


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

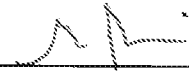
INTERLACE MEDICAL, INC., as Grantor

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

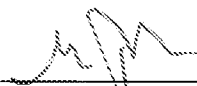
[THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005065 FRAME: 0553

**SUROS SURGICAL SYSTEMS, INC., as
Grantor**

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

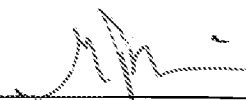
**THIRD WAVE TECHNOLOGIES, INC., as
Grantor**

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

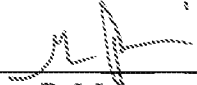
GEN-PROBE INCORPORATED, as Grantor

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

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

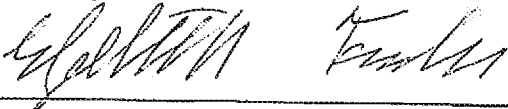
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer, and
Assistant Secretary

**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: _____

Elizabeth Fischer
Authorized Signatory

[THIRD SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005065 FRAME: 0556

EXHIBIT A

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

Title	Country	Status	App No.	TM No.
CONTURA	US	Registered	77243720	3620034
CONTURA	US	Registered	85148739	3961812