

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rubicor Medical, Inc.		04/21/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hologic, Inc.		
<b>Street Address:</b>	35 Crosby Drive		
<b>City:</b>	Bedford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01730		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77112726	FLASH	
<b>Serial Number:</b>	77112734	PHANTOM	
<b>Serial Number:</b>	77112744	HALO	
<b>Serial Number:</b>	77112755	FIREFLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-856-8145		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	Mark S. Leonardo		
<b>Address Line 1:</b>	One Financial Center		
<b>Address Line 2:</b>	Brown Rudnick Berlack Israels LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	11648/61		
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo		

CH \$115.00 77112726

Signature:	/s/Mark S. Leonardo/
Date:	04/23/2008
<b>Total Attachments: 9</b> source=11648 61 Trademark#page1.tif source=11648 61 Trademark#page2.tif source=11648 61 Trademark#page3.tif source=11648 61 Trademark#page4.tif source=11648 61 Trademark#page5.tif source=11648 61 Trademark#page6.tif source=11648 61 Trademark#page7.tif source=11648 61 Trademark#page8.tif source=11648 61 Trademark#page9.tif	

**THE TERMS AND CONDITIONS SET FORTH IN THIS TRADEMARK SECURITY AGREEMENT ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY AND BETWEEN COMERICA BANK, OXFORD FINANCE CORPORATION AND HOLOGIC, INC.**

## **TRADEMARK SECURITY AGREEMENT**

AGREEMENT dated as of April 21, 2008, made by Rubicor Medical, Inc., a Delaware corporation ("Borrower"), in favor of Hologic, Inc., a Delaware corporation, and its successors, assigns, and other legal representatives ("Secured Party").

### **W I T N E S S E T H:**

WHEREAS, Borrower has issued to the Secured Party a Convertible Promissory Note, dated as of April 21, 2008 (as amended, restated, supplemented and/or modified from time to time, the "Note"), and entered into certain supplements, agreements, documents and instruments in connection therewith, as such may be amended, restated, modified or supplemented from time to time (together with the Note, the Security Agreement (hereinafter defined) and this Trademark Security Agreement, as each is amended, restated, supplemented and/or modified from time to time, the "Loan Documents"), pursuant to which Secured Party has agreed to make a certain loan to Borrower;

WHEREAS, Secured Party's willingness to enter into the Loan Documents and make such loan available thereunder is subject to the condition, among others, that Borrower execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the other Loan Documents, Borrower hereby agrees for the benefit of Secured Party as follows:

#### **1. DEFINITIONS.**

1.1 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note.

1.2 "Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or

other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

1.3 “PTO” shall mean the United States Patent and Trademark Office.

1.4 “Trademarks” shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

1.5 “Trademark Collateral” shall mean all of the Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing provided, however, that Trademark Collateral shall exclude all rights of Borrower under any agreement (except payment rights) to the extent that the inclusion of such rights herein as Trademark Collateral would cause a default by Borrower under the terms of any agreement provided that Borrower shall use commercially reasonable efforts to obtain the consent of the other party or parties to such agreement to the Secured Party's security interest in such rights.

1.6 “Trademark Registrations” shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications), and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

1.7 “Trademark Rights” shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, and the rights to damages or profits due or accrued arising

out of or in connection with any such past, present or future infringement, dilution, damage or injury.

1.8 “Use” of any Trademark shall include all uses of such Trademark by, for or in connection with the Borrower or its business or for the direct or indirect benefit of the Borrower or its business, including but not limited to all such uses by the Borrower itself, by any of the affiliates of the Borrower, or by any licensee or contractor of the Borrower.

## 2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Security Agreement between the Borrower and Secured Party dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the “Security Agreement”)), the Borrower hereby unconditionally grants to the Secured Party, a continuing security interest in and lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party.

2.2 Supplemental to Loan Documents. The parties expressly acknowledge and agree that the Borrower has delivered the Loan Documents pursuant to which the Borrower unconditionally granted to the Secured Party a continuing security interest in and lien on the Collateral (as defined in the Security Agreement) (including, without limitation, the Trademark Collateral). In no event shall this Trademark Security Agreement, or the recordation of this Trademark Security Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Documents, the security interest of the Secured Party in the Collateral (including, without limitation, the Trademark Collateral) pursuant to the Loan Documents, the attachment and perfection of such security interest under the UCC (as defined in the Security Agreement), or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Loan Documents, this Trademark Security Agreement and/or the UCC. Any and all rights and interests of the Secured Party in and to the Trademark Collateral (and any and all obligations of the Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Borrower) in, to or with respect to the Collateral (including, without limitation, the Trademark Collateral) provided in or arising under or in connection with the other Loan Documents.

3. REPRESENTATIONS AND WARRANTIES. The Borrower represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. The Borrower will, subject to its reasonable business judgment, take all actions as it shall determine to defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.

3.2 Maintenance of Trademark Collateral. The Borrower shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as it determines to be appropriate to maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and to preserve the Borrower's rights in the Trademarks.

3.3 No Infringements. To the best of the Borrower's knowledge and belief, there is at present no material infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by the Borrower, the Borrower shall promptly notify the Secured Party and Secured Party shall have the right to sue and recover therefor and to retain any and all damage so recovered or obtained.

3.4 Recording at PTO. Borrower acknowledges and agrees that Secured Party may cause this Trademark Security Agreement (and/or any supplements hereto) to be recorded with the PTO.

#### 4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY.

4.1 Borrower to Remain Liable. It is expressly agreed by Borrower that Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. Secured Party shall not have any obligation or liability under or in relation to the Trademark Collateral by reason of the execution and delivery of this Trademark Security Agreement and Secured Party's rights hereunder, or the grant of a security interest by Borrower to Secured Party of, or the receipt by Secured Party in accordance with this Trademark Security Agreement of, any payment relating to any Trademarks, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower relating to the Trademark Collateral or be liable to any party on account of Borrower's use of the Trademark Collateral.

4.2 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Borrower agrees that the Borrower's agreements, duties and obligations under this Trademark Security Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

5. REMEDIES UPON AN EVENT OF DEFAULT. During the continuance of an Event of Default:

(a) Secured Party may accelerate and declare all Obligations to be immediately due and payable and shall have all of the rights and remedies of a secured party under the UCC (as defined in the Security Agreement) or under other applicable law.

(b) Secured Party may notify any obligors with respect to the Trademark Collateral of Secured Party's security interest and that such obligors are to make payments directly to Secured

Party. Secured Party may send this notice in Borrower's name or in Secured Party's name, and at Secured Party's request Borrower will join in Secured Party's notice, provide written confirmation of Secured Party's security interest and request that payment be sent to Secured Party. Secured Party may enforce this obligation by specific performance. Secured Party may collect all amounts due from such obligors. Upon and after notification by Secured Party to Borrower, Borrower shall hold any proceeds and collections of any of the Trademark Collateral in trust for Secured Party and shall not commingle such proceeds or collections with any other of Borrower's funds, and Borrower shall deliver all such proceeds to Secured Party immediately upon Borrower's receipt thereof in the identical form received and duly endorsed or assigned to Secured Party.

(c) Borrower hereby irrevocably appoints Secured Party as its true and lawful attorney-in-fact with full power of substitution to take any of the foregoing actions in the name of the Borrower or Secured Party to carry out the terms of this Trademark Security Agreement and to protect, enforce, preserve or perfect Secured Party's rights hereunder. Such power of attorney is irrevocable and shall be deemed to be coupled with an interest.

6. LIABILITY FOR USES OF TRADEMARK COLLATERAL. The Borrower shall be liable for any and all uses or misuses of and the practice, manufacture, sales (or other transfers or dispositions) of any of the Trademark Collateral by the Borrower and its affiliates. The Borrower shall also be exclusively liable for any claim, suit, loss, damage, expense or liability arising out of or in connection with the fault, negligence, acts or omissions of the Borrower (regardless of whether such fault, negligence, acts or omissions occurred or occur prior to or after the applicable license termination).

7. LICENSE AGREEMENT OBLIGATIONS. Nothing in this Trademark Security Agreement shall relieve the Borrower from any performance of any covenant, agreement or obligation of the Borrower under any license agreement now or hereafter in effect licensing any part of the Trademark Collateral, or from any liability to any licensee or licensor under any such license agreement or to any other party, or shall impose any liability on Secured Party for any act or omission of the Borrower in connection with any such license agreement.

8. GENERAL PROVISIONS. This Trademark Security Agreement is supplemental to the Security Agreement and the Note (the terms of which, including, without limitation, the notice provisions and no waiver provision, the Borrower expressly accepts, confirms and acknowledges are incorporated herein by reference). In the event of any irreconcilable conflict between the provisions of this Trademark Security Agreement and the Note or the Security Agreement, the provisions most advantageous to Secured Party and most restrictive to Borrower shall govern.

9. SEVERABILITY. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so

held invalid, illegal or unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

10. RULES OF INTERPRETATION. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to." All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

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SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADEMARK REGISTRATION,  
SERVICE MARKS

See Attached.

# 1557651

**Trademark Portfolio for RUBICOR MEDICAL, INC.**

Case No.	Title	Country	Inventors	Application Number	Filing Date	Patent Number	Date Issued	Expiration Date	Status
RUBI6063T	FLASH	U.S.		77/112,726					Pending
RUBI6063T	FLASH	Australia		1191563					Pending
RUBI6063T	FLASH	Canada		1359036					Pending
RUBI6063T	FLASH	Europe		EM 006187926					Pending
RUBI6063T	FLASH	Japan		2007-89957					Pending
RUBI6064T	PHANTOM	U.S.		77/112,734					Allowed
RUBI6064T	PHANTOM	Australia		1191566					Registered
RUBI6064T	PHANTOM	Canada		1359038					Pending
RUBI6064T	PHANTOM	Europe		EM 006184428					Pending
RUBI6064T	PHANTOM	Japan		2007-89958					Abandoned
RUBI6065T	HALO	U.S.		77/112,744					Pending
RUBI6065T	HALO	Australia		1191570					Pending
RUBI6065T	HALO	Canada		1359041					Pending
RUBI6065T	HALO	Europe							Pending
RUBI6065T	HALO	Japan		2007-89959					Abandoned
RUBI6066T	FIREFLY	U.S.		77/112,755					Abandoned
RUBI6066T	FIREFLY	Australia		1191567					Registered
RUBI6066T	FIREFLY	Canada		1359040					Abandoned
RUBI6066T	FIREFLY	Europe		EM 006187371					Abandoned
RUBI6066T	FIREFLY	Japan		2007-89960					Abandoned