

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R2 Technology, Inc.		07/17/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent		
Street Address:	30 Hudson Street, 17th Floor		
City:	New Jersey		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3238367	CITRA	
Serial Number:	78554597	DIGITALNOW	
Registration Number:	3240436	EARLIER. SMARTER. BETTER.	
Serial Number:	78553030	GOLD-STANDARD CAD	
Registration Number:	2697274	IMAGECHECKER	
Registration Number:	2213173	IMAGECHECKER	
Registration Number:	2848834	OMNICAD	
Registration Number:	2846121	PEERVIEW	
Registration Number:	3075613	R2	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		

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**900112233**

**TRADEMARK**  
**REEL: 003823 FRAME: 0108**

Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 022411-0808

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kja/

Date: 07/25/2008

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 17, 2008 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") 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 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").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Amended and Restated Pledge and Security Agreement dated as of July 17, 2008 (as it may be amended, restated, amended and restated, supplemented or otherwise modified 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 Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"), in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the "Trademark Collateral").

2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for Trademark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing under Section 1(c) or Section 1(d) of the Lanham Act of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of

a security interest therein prior to such filing would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

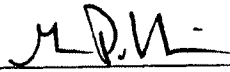
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement 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


**DIRECT RADIOGRAPHY CORP.,**  
as Grantor

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

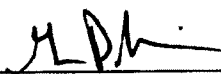
**CYTYC CORPORATION,**  
as Grantor

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

STATE OF

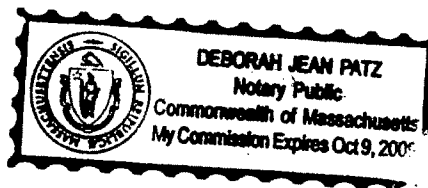
COUNTY OF

SS.

On this 15 day of July, 2001 before me personally appeared Glenn V. Thuri  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument  
on behalf of

Hologic, Inc., B2 Technologies, Inc., Suras Surgical Systems, Inc., Cytac Surgical Products Inc.,  
Biowcent LLC, Direct Radiography Corp., Cytac Corporation, Cytac Prenatal  
who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, Products Corp  
that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors  
and that he/she acknowledged said instrument to be the free act and deed of said corporation.

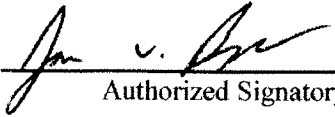
Notary Public



Trademark Security Agreement

TRADEMARK  
REEL: 003823 FRAME: 0114

Accepted and Agreed:  
**GOLDMAN SACHS CREDIT PARTNERS L.P.**,  
as Collateral Agent

By:  \_\_\_\_\_  
Authorized Signatory

**James V. Balcom**  
**Authorized Signatory**

Trademark Security Agreement

**TRADEMARK**  
**REEL: 003823 FRAME: 0115**



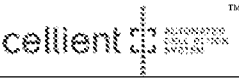



# SCHEDULE I

to



## TRADEMARK SECURITY AGREEMENT






### TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. and/or Appl. No.	Filing/Issued Date	Owner
	U.S. Reg. 1656521	Granted 09.10.1991	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Acclaim®	U.S. Reg. No. 1970513	Granted 04.23.1996	Hologic, Inc.
Adeza®	U.S. Reg. No. 2834699 U.S. Reg. No. 1656522	Granted 04.20.2004 Granted 10.10.1991	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Adiana®	U.S. Reg. No. 2935084	Granted 03.22.2005	Cytec Surgical Products III, Inc. (formerly Adiana Inc.)
At Lorad, Every Month is Breast Cancer Awareness Month® (logo)	U.S. Reg. No. 2664253	Granted 12.17.2002	Hologic, Inc.
ATEC®	U.S. Reg. No. 2727889	Granted 06.17.2003	Suros Surgical Systems, Inc.
BioLucent®	U.S. Reg. No. 2847779	Granted 06.01.2004	BioLucent
	U.S. Reg. No. 1753489	Granted 2.23.1993	Cytec Corporation
Celero™ Access	U.S. App. No. 77/218207	Filed 06.28.2007	Suros Surgical Systems, Inc.
Celero™	U.S. App. No. 77413686	Filed 03.05.2008	Hologic, Inc.
Celero™ Petite	U.S. App. No. 772181888	Filed 06.28.2007	Suros Surgical Systems, Inc.
Cellient™	U.S. App. No. 77027416	Filed 10.23.2006	Cytec Corporation
	U.S. App. No. 77028817	Filed 10.25.2006	Cytec Corporation
Citra®	U.S. Reg. No. 3238367	Granted 05.01.2007	R2 Technology, Inc.
Clarity of Vision	U.S. App. No. 77346700	Filed 12.07.2007	Hologic, Inc.
CytoLyt®	U.S. Reg. No. 1701270	Granted 07.21.92	Cytec Corporation
Cytec®	U.S. Reg. No. 1756310 U.S. Reg. No. 2917709 U.S. Reg. No. 2940442	Granted 03.09.93 Granted 01.11.05 Granted 04.12.2005	Cytec Corporation
Defining the Standard of Care in Women's Health™	U.S. App. No. 77397227	Filed 02.14.2008	Hologic, Inc.
	U.S. App. No. 78554597	Filed 01.26.2005	R2 Technology, Inc.
Direct Radiography	U.S. Reg. No. 2347957	Granted 05.09.2000	Direct Radiography Corporation
DirectRay®	U.S. Reg. No. 2347497	Granted 05.02.2000	Direct Radiography Corporation
Earlier. Smarter. Better®	U.S. Reg. No. 3240436	Granted 05.08.2007	R2 Technology, Inc.

TRADEMARK

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Mark	Reg. and/or Appl. No.	Filing/Issued Date	Owner
E-tegrity®	U.S. Reg. No. 2341737	Granted - 04.11.2000	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
EVIVA™	U.S. App. No. 77413673	Filed 03.05.2008	Hologic, Inc.
 ®	U.S. Reg. No. 2395031	Granted - 10.17.2000	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
FirstCyt®	U.S. Reg. No. 2782868	Granted 11.11.2003	Cytec Corporation
FullTerm™ (as one word)	U.S. App. No. 78821750	Filed 2.23.2006	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Full Term® (as two words)	U.S. Reg. No. 2999071	Granted - 09.20.2005	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
 ®	U.S. Reg. No. 3259549	Granted 07.03.2007	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Gestiva™	U.S. App. Nos. 78838134	Filed 03, 15, 2006	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Gestura™	U.S. App. No. 78847994	Filed 03.28.2006	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
GliaSite®	U.S. Reg. No. 2315000	Granted 02.01.2000	Cytec Corporation
Gold Standard CAD™	U.S. App. No. 78553030	Filed 01.24.2005	R2 Technology, Inc.
Hologic™	U.S. App. No. 77341464	Filed 11.30.2007	Hologic, Inc.
Hologic & Design	U.S. Reg. No. 1652292	Granted 7.30.1991	Hologic, Inc.
HTC® (High Transmission Cellular)	U.S. Reg. No. 2475869	Granted 08.07.2001	Hologic, Inc.
ImageChecker®	U.S. Reg. No. 2697274	Granted 03.18.2003	R2 Technology, Inc.
ImageChecker	U.S. Reg. No. 2213173	Granted 4.18.2003	R2 Technology, Inc.
Iotrex®	U.S. Reg. No. 2505238	Granted 11.06.2001	Cytec Corporation
Lorad A Hologic Company®	U.S. Reg. No. 2672939	Granted 01.11.2001	Hologic, Inc.
Lorad DSM®	U.S. Reg. No. 1783341	Granted 07.20.1993	Hologic, Inc.
MammoPad®	U.S. Reg. No. 2589471	Granted 07.02.2002	BioLucent
MammoSite®	U.S. Reg. No. 2537009	Granted 02.05.2002	Cytec Corporation
medcyt®	U.S. Reg. No. 2962502	Granted 06.14.2005	Cytec Corporation
Mammovision	U.S. Reg. No. 1841275	Granted 6.21.1994	Hologic, Inc.
MultiCare®	U.S. Reg. No. 2480475	Granted 08.21.2001	Hologic, Inc.
Multicyte®	EU Reg. No. 4924536	Granted 02.24.2006	Cytec Corporation
NovaSure®	U.S. Reg. No. 2513050	Granted 11.27.2001	Cytec Corporation
NovaSure Goldnetz®	German Reg. No. 30638867.7	Granted 11.16.2006	Cytec Corporation
OmniCAD®	U.S. Reg. No. 2848834	Granted 06.01.2004	R2 Technology, Inc.
PeerView®	U.S. Reg. No. 2846121	Granted 05.25.2004	R2 Technology, Inc.
Permagrid®	U.S. Reg. No. 1476737	Granted 02.16.1988	Hologic, Inc.
PE™	U.S. App. No. 78610251	Filed 04.15.2005	R2 Technology, Inc.
PreservCyt®	U.S. Reg. No. 1706095 08	Granted 11.1992	Cytec Corporation
PTDCheck®	U.S. Reg. No. 1684115	Granted 04.21.1992	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
QCETTE®	U.S. Reg. No. 2600970	Granted 07.30.2002	Cytec Prenatal Products Corp (formerly Adeza Biomedical Corp.)
QDR®	U.S. Reg. No. 1510840	Granted 11.1.1988	Hologic, Inc.
QDR-1000®	U.S. Reg. No. 1506996	Granted 07.12.1988	Hologic, Inc.
QuikCheck™	U.S. App. No. 77218750	Filed 06.29.2007	Cytec Corporation

Mark	Reg. and/or Appl. No.	Filing/Issued Date	Owner
	U.S. Reg. No. 3075613	Granted 04.04.2006	R2 Technology, Inc.
RomCheck®	U.S. Reg. No. 1656577	Granted 09.10.1991	Cytc Prenatal Products Corp (formerly Adeza Biomedical Corp.)
Sahara®	U. S. Reg. No. 2008809	Granted 10.15.1996	Hologic, Inc.
ScoutMarc®	U.S. Reg. No. 2507562	Granted 11.13.2001	Hologic, Inc.
SeCurMark™	U.S. App. No. 77218165	Filed 06.28.2007	Suros Surgical Systems, Inc.
	U.S. Reg. No. 3062232	Granted 02.28.2006	BioLucent
Softer Mammogram Provider™	U.S. App. No. 77341477	Filed 11.30.2007	BioLucent
StereoLoc® II	U.S. Reg. No. 1738185	Granted 12.08.1992	Hologic, Inc.
Suresound®	U.S. Reg. No. 3320179	Granted 10.23.2007	Cytc Corporation
Suros® Celero™	U. S. App. No. 77066089	Filed 12.18.2006	Suros Surgical Systems, Inc.
Suros Compassionate Technologies®	U.S. Reg. No. 2988641	Granted 08.30.05	Suros Surgical Systems, Inc.
Suros®	U.S. Reg. No. 3180564	Granted 12.05.06	Suros Surgical Systems, Inc.
	U.S. Reg. No. 3198462	Granted 01.16.07	Suros Surgical Systems, Inc.
The Power of Woman's Health	U.S. App. No. 77397217	Filed 02.14.2008	Hologic, Inc.
ThinPrep®	U.S. Reg. No. 2911395 U.S. Reg. No. 2858447 U.S. Reg. No. 1676316	Granted 12.14.2004 Granted 06.29.2004 Granted 02.18.1992	Cytc Corporation
	U.S. Reg. No. 3189274 U.S. Reg. No. 3189273	Granted 12.26.2006 Granted 12.26.2006	Cytc Corporation
TLI IQ®	U.S. Reg. No. 2738998	Granted 7.15.2003	Cytc Prenatal Products Corp (formerly Adeza Biomedical Corp.)
	U.S. Reg. No. 2730680	Granted 6.24.2003	Cytc Prenatal Products Corp (formerly Adeza Biomedical Corp.)
TLI®	U.S. Reg. No. 2643210	Granted 10.29.2003	Cytc Prenatal Products Corp (formerly Adeza Biomedical Corp.)
TransCyt®	U.S. Reg. No. 1738162	Granted 12.08.1992	Cytc Corporation

Mark	Reg. and/or Appl. No.	Filing/Issued Date	Owner
TriMark™	U.S. App. No. 77417641	Filed 03.10.2008	Hologic, Inc.
UBA®	U.S. Reg. No. 1529557	Granted 03.14.1989	Hologic, Inc.
Unlock The Block™	U.S. App. No. 77031996	Filed 10.30.2006	Cytoc Corporation
Urocyte®	U.S. Reg. No. 3303200	Granted 12.13.2005	Cytoc Corporation
Woman's Touch®	U.S. Reg. No. 2599190	Granted 07.23.2002	BioLucent