

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		01/11/2013	CORPORATION: DELAWARE
Biolumcent, LLC		01/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
Cytec Corporation		01/11/2013	CORPORATION: DELAWARE
Interlace Medical, Inc.		01/11/2013	CORPORATION: DELAWARE
Suros Surgical Systems, Inc.		01/11/2013	CORPORATION: DELAWARE
Third Wave Technologies, Inc.		01/11/2013	CORPORATION: DELAWARE
Gen-Probe Incorporated		01/11/2013	CORPORATION: DELAWARE
Gen-Probe Prodesse, Inc.		01/11/2013	CORPORATION: DELAWARE
Gen-Probe Transplant Dignostics, Inc.		01/11/2013	CORPORATION: DELAWARE
Gen-Probe GTI Dignostics, Inc.		01/11/2013	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85756809	TOMCAT

## CORRESPONDENCE DATA

Fax Number: 8773927184

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

ATTORNEY DOCKET NUMBER:	TM 2ND SUPPLEMENT
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NAME OF SUBMITTER:	CarolAnn Mahoney
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Signature:	/CarolAnn Mahoney/
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Date:	01/11/2013
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**Total Attachments: 7**

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## SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Second Supplement to Trademark Security Agreement (this "Supplement") is dated as of January 11, 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 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

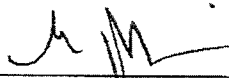
[SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

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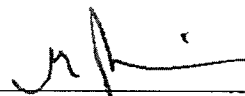
**SUROS SURGICAL SYSTEMS, INC., as  
Grantor**

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

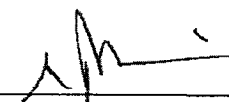
**THIRD WAVE TECHNOLOGIES, INC., as  
Grantor**

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

**GEN-PROBE INCORPORATED, as Grantor**

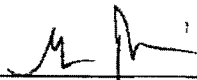
By:   
Name: Glenn P. Muir  
Title: Executive Vice President, Treasurer, and  
Assistant Secretary

**GEN-PROBE PRODESSE, INC., as Grantor**


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

[SECOND 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

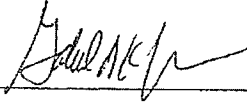
**GEN-PROBE GTI DIAGNOSTICS, INC., as  
Grantor**

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

[SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By:   
Name: Gabriel Jacobson  
Title: Authorized Signatory

[SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

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

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>App No.</b>	<b>TM No.</b>
TOMCAT	US	Pending	85/756809	N/A