

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		01/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87243930	3DIMENSIONS	
Serial Number:	87158815	OMNIMARK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F167915		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	01/23/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of January 9, 2017 (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 the entity identified on the signature page hereto as a Grantor (a “**Grantor**”) and Bank of America, N.A., 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 Grantor is party to that certain Pledge and Security Agreement dated as of May 29, 2015 (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 “**Company**”), the Grantor, certain other subsidiaries of the Company and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the Grantor hereby agrees 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.* The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all trademarks registered in the United States (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification 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 or required to be 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 any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation 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 (excluding any Excluded Assets, collectively, “**Trademarks**”), in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the “**Trademark Collateral**”) provided that, for the avoidance of doubt, the Trademark Collateral shall not include any Excluded Assets.

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 Grantor hereby acknowledges and affirms 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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:

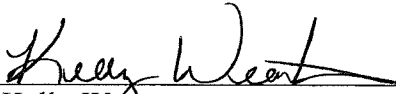


Name: Marek Lerner

Title: Vice President and Treasurer

Accepted and Agreed.

BANK OF AMERICA, NA, as
Collateral Agent

By: 
Name: Kelly Weaver
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Country	Status	Application No.	Registration No.	Grantor
3DIMENSIONS	US	Pending	87/243,930		Hologic, Inc.
OMNIMARK	US	Pending	87/158,815		Hologic, Inc.

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