



10-29-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-17 01
Hologic, Inc.
Fluoroscan Imaging Systems, Inc.
Direct Radiography Corp.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: Foothill Capital Corporation
Internal Address: 18th Floor
Street Address: One Boston Place
City: Boston State: MA Zip: 02108
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

74-185, 754

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lonn Waters

Internal Address: _____

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41).....\$ 1,390.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessica McCaul
Name of Person Signing

[Signature]
Signature

10 October 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002385 FRAME: 0030

Trademark Application Numbers or Registration Numbers :

73-770, 020	73-399, 690
75-389, 691	73-299, 499
75-188, 998	71-579, 381
74-056, 224	75-090, 447
76-193, 499	75-090, 446
76-192, 875	74-539, 894
76-171, 304	74-298, 566
76-116, 291	73-715, 692
75-642, 297	73-715, 691
75-642, 296	73-715, 690
75-542, 972	
75-389, 656	
75-389, 379	
75-186, 279	
75-068, 247	
75-019, 741	
74-599, 489	
74-489, 986	
74-489, 341	
74-410, 489	
74-353, 391	
74-353, 356	
74-353, 089	
74-352, 775	
74-352, 771	
74-282, 318	
74-265, 613	
74-265, 610	
74-256, 050	
74-223, 780	
74-217, 983	
74-110, 602	
74-100, 358	
74-042, 785	
73-715, 692	
73-715, 691	
73-715, 690	
73-712, 846	
73-671, 410	
73-591, 133	
73-473, 884	
73-459, 849	
73-427, 515	
73-427, 472	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2001, is made between HOLOGIC, INC., a Delaware corporation (the "Parent"), FLUOROSCAN IMAGING SYSTEMS, INC., a Delaware corporation ("FluoroScan"), and DIRECT RADIOGRAPHY CORP., a Delaware corporation ("DRC"), and collectively with the Parent and FluoroScan, the "Grantors" and each a "Grantor") and FOOTHILL CAPITAL CORPORATION, as agent for each of the Lenders referred to below (together with its successor(s) thereto in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Grantors, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, the "Secured Parties" and each a "Secured Party"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans, term loans and other financial accommodations to the Grantors (collectively, the "Loans");

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders to make Loans to the Grantors pursuant to the Loan Agreement, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by each Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto under such Grantor's name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto under such Grantor's name; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan Agreement or (ii) the occurrence of the Final Payment Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each of the Grantors further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures appear on next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


GRANTORS:

HOLOGIC, INC.

By: 


Glenn P. Muir,
Chief Financial Officer

FLUOROSCAN IMAGING SYSTEMS, INC.

By: 

Glenn P. Muir,
Vice President - Finance

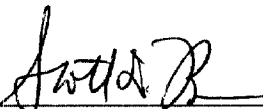
DIRECT RADIOGRAPHY CORP.

By: 

Glenn P. Muir,
Vice President - Finance

AGENT:

FOOTHILL CAPITAL CORPORATION,
as Agent

By: 

Scott Ryan,
Vice President

County of Suffolk, ss: _____, Sept 30, 2001

Then personally appeared the above named Glenn P. Muir, as Chief Financial Officer of Hologic, Inc., and acknowledged the foregoing instrument to be his free act and deed as Chief Financial Officer of Hologic, Inc., before me,

Linda M. Connolly

Notary Public

My commission expires: 9/15/2006

County of Suffolk, ss: _____, Sept 30, 2001

Then personally appeared the above named Glenn P. Muir, as Vice President - Finance of Direct Radiography Corp., and acknowledged the foregoing instrument to be his free act and deed as Vice President - Finance of Direct Radiography Corp., before me,

Linda M. Connolly

Notary Public

My commission expires: 9/15/2006

County of Suffolk, ss: _____, Sept 30, 2001

Then personally appeared the above named Glenn P. Muir, as Vice President - Finance of FluoroScan Imaging Systems, Inc., and acknowledged the foregoing instrument to be his free act and deed as Vice President - Finance of FluoroScan Imaging Systems, Inc., before me,

Linda M. Connolly

Notary Public

My commission expires: 9/15/2006

BENNETT X-RAY CORPORATION

A. TRADEMARK – U.S.

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
BENNETT	Abandoned	74-185,754 7/17/91		Bennett X-Ray Corp.
BACE	Abandoned	73-770,020 12/19/88		Bennett X-Ray Corp.

CONTINENTAL X-RAY CORPORATION

A. TRADEMARK – U.S.

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
STARTREX	Abandoned	75-389,691 11/13/97		Continental X-Ray Corporation
AUTOCENTER	Abandoned	75-188,998 10/28/96		Continental X-Ray Corporation
ANATECH	Cancelled – Section 8	74-056,224 5/7/90	1,692,751 6/9/92	Continental X-Ray Corporation

HOLOGIC, INC.

A. TRADEMARKS – U.S.

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
AT LORAD, EVERY MONTH IS BREAST CENTER AWARENESS MONTH	Pending	76-193,499 1/11/01		Hologic, Inc. (d/b/a LORAD a Hologic Company)
LORAD A HOLOGIC COMPANY	Pending	76-192,875 1/11/01		Hologic, Inc. (d/b/a LORAD a Hologic Company)
PICTURING LIFE	Pending	76-171,304 11/27/00		Hologic, Inc.
HTC	Pending	76-116,291 8/25/00		Hologic, Inc. (via assignment from TREX Medical Systems, Corp.)
SCOUT MARC	Pending	75-642,297 2/17/99		Hologic, Inc. (via assignment from TREX Medical Systems Corp.)

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
MULTICARE	Pending	75-642,296 2/17/99		Hologic, Inc. (via assignment for TREX Medical Corporation)
LORAD ELITE	Registered	75-542,972 8/26/98	2,292,562 11/16/99	Hologic, Inc. (via assignment for TREX Medical Corporation)
AUTO PARK	Abandoned	75-389,656 11/13/97		Hologic, Inc. (via assignment from TREX Medical Systems Corporation)
DIGI TREX	Abandoned	75-389,379 11/13/97		Hologic, Inc. (via assignment from TREX Medical Systems Corporation)
DIGISPOT	Registered	75-186,279 10/23/96	2/232,666 3/16/99	Hologic, Inc. (via assignment from TREX Medical Systems Corporation)
CINEMAC	Registered	75-068,247 3/6/96	2,069,052 6/10/97	Hologic, Inc. (via Assignment TREX Medical Systems Corporation)
SAHARA & DESIGN	Registered	75-019,741 11/10/95	2,143,125 3/10/98	Hologic, Inc.
CONTOUR	Registered	74-599,489 11/16/94	1,935,390 11/14/95	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
SMARTWINDOW	Registered	74-489,986 2/14/94	2,167,808 6/23/98	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
DATAPORT	Registered	74-489,341 2/14/94	1,983,296 7/2/96	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
IMACS	Cancelled - Section 8	74-410,489 7/9/93	1,829,293 4/5/94	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
LORAD (STYLIZED)	Registered	74-353,391 1/28/93	1,793,517 9/21/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
SAHARA	Registered	74-353,356 1/28/93	2,008,809 10/15/96	Hologic, Inc. (via assignment from Walker Magnetics Group, Inc.)
LORAD (STYLIZED)	Registered	74-353,089 1/27/93	1,797,697 10/12/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
LORAD	Registered	74-352,775 1/27/93	1,797,695 10/12/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
LORAD	Registered	74-352,771 1/27/93	1,797,513 9/21/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
AUTO FILM ID	Registered	74-282,318 6/8/92	1,878,214 2/7/95	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
V.I.C. (STYLIZED)	Cancelled - Section 8	74-265,613 4/14/92	1,793,458 9/21/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
DIAGNOSTIC ARCHIVES	Registered	74-265,610 4/14/92	1,941,923 12/19/95	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
STEREOLOC	Registered	74-256,050 3/16/92	1,738,185 12/8/92	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
LORAD DSM	Registered	74-223,780 11/21/91	1,783,341 7/20/93	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
STEROGUIDE	Registered	74-217,983 10/30/91	1,853,011 9/6/94	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
HFQ	Registered	74-110,602 10/26/90	1,707,949 8/18/92	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
CER	Cancelled – Section 8	74-100,358 9/25/90	1,751,849 2/9/93	Hologic, Inc.
HOLOGIC'S DESIGN	Registered	74-042,785 3/26/90	1,652,292 7/30/91	Hologic, Inc.
QDR-1000	Registered	73-715,692 3/9/98	1,506,996 10/4/88	Hologic, Inc. (via Assignment from X-Ray Technology, Inc.)
X-CALIBER	Cancelled – Section 8	73-715,691 3/9/98	1,506,995 10/4/88	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
QDR	Registered	73-715,690 3/9/98	1,510,840 11/1/88	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
UBA	Registered	73-712,846 2/22/88	1,529,557 3/14/89	Hologic, Inc. (via Assignment Walker Magnetics Group, Inc.)
PERMAGRID	Registered	73-671,410 7/13/87	1,476,737 2/16/88	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
LORAD (STYLIZED)	Registered	73-591,133 4/1/86	1,425,641 1/20/87	Hologic, Inc. (via Assignment from TREX Medical Systems Corporation)
THE WORKHORSES	Registered	73-473,884 4/5/84	1,317,926 2/5/85	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
XRE	Registered	73-459,849 1/6/84	1,339,070 6/4/85	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
CXC & DESIGN	Registered	73-427,515 5/25/83	1,290,871 8/21/84	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
CXC	Registered	73-427,472 5/25/83	1,292,045 8/28/84	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
BIO-PREP	Registered	73-399,690 10/7/82	1,296,673 3/13/84	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
AUTO-TECH	Registered	73-299,499 3/3/81	1,207,097 9/7/82	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)
CONTINENTAL (STYLIZED)	Registered – Renewed	71-579,381 6/3/49	537,682 2/13/51	Hologic, Inc. (via Assignment TREX Medical Systems, Corp.)

X-RAY TECHNOLOGY INC.

A. TRADEMARK – U.S.

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
OS-STRIP	Abandoned	75-090,447 4/18/96		X-Ray Technology, Inc.
OSTEOSTRIP	Abandoned	75-090,446 4/18/96		X-Ray Technology, Inc.
ACCLAIM	Registered	74-539,894 6/20/94	1,970,513 4/23/96	X-Ray Technology, Inc.
DTX-100	Abandoned	74-298,566 7/27/92		X-Ray Technology, Inc.
QDR-1000	Registered	73-715,692 3/9/88	1,506,996 10/4/88	X-Ray Technology, Inc. (via Assignment from Hologic, Inc.)

TRADEMARK	STATUS	SERIAL NO. SERIAL DATE	REG. No REG. DATE	LAST LISTED OWNER
X-CALIBER	Cancelled – Section	73-715,691 3/9/88	1,506,995 10/4/88	X-Ray Technology, Inc. (via Assignment from Hologic, Inc.)
QDR	Registered	73-715,690 3/9/88	1,510,840 11/1/88	X-Ray Technology, Inc. (via Assignment from Hologic, Inc.)

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