

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
SUROS SURGICAL SYSTEMS, INC.		10/22/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS CREDIT PARTNERS LP		
Street Address:	30 Hudson Street, 17th Floor		
City:	New Jersey		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2727889	ATEC	
Registration Number:	3198462	SUROS	
Registration Number:	3180564	SUROS	
Registration Number:	2988641	SUROS COMPASSIONATE TECHNOLOGIES	
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		
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		

OP \$115.00 2727889

Signature:	/kja/
Date:	10/26/2007
Total Attachments: 8 source=Hologic TMK Security Agreement#page1.tif source=Hologic TMK Security Agreement#page2.tif source=Hologic TMK Security Agreement#page3.tif source=Hologic TMK Security Agreement#page4.tif source=Hologic TMK Security Agreement#page5.tif source=Hologic TMK Security Agreement#page6.tif source=Hologic TMK Security Agreement#page7.tif source=Hologic TMK Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 22, 2007 (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 between Hologic, Inc., R2 Technology, Inc., Suros Surgical Systems, Inc., BioLucent LLC, Direct Radiography Corp. and Cytoc Corporation (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").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 22, 2007 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto 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 premises and to induce the Secured Parties to enter into the Credit Agreement, 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 the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located (collectively, the "Trademark Collateral"):

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").

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.

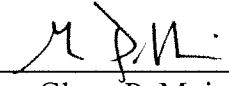
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401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

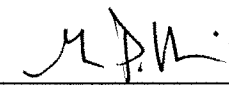
[Remainder of page intentionally left blank]

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

R2 TECHNOLOGY, INC.,
as Grantor

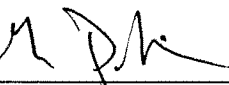
By: 
Name: Glenn P. Muir
Title: Executive Vice President, Treasurer and
Secretary

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 Manager

By: 
Name: Glenn P. Muir
Title: Executive Vice President Finance and
Administration

DIRECT RADIOGRAPHY CORP.,

as Grantor

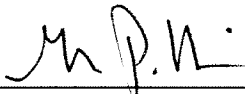
By: 

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

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 

Name: **BRUCE H. MENDELSON**
Title: **AUTHORIZED SIGNATORY**

Trademark Security Agreement

TRADEMARK
REEL: 003647 FRAME: 0914

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	Country	Status	App No.	TM No.	Last Listed Owner
A (STYLIZED)	United States of America	REGISTERED	018,960/74	1656521	Cytc Corporation
ADEZA	United States of America	REGISTERED	018,961/74	1656522	Cytc Corporation
ADEZA	United States of America	REGISTERED	271,822/78	2834699	Cytc Corporation
ADIANA	United States of America	REGISTERED	385241/78	2935084	Cytc Corporation
C & DESIGN	United States of America	REGISTERED	260,528/74	1753489	Cytc Corporation
CELLIENT	United States of America	PENDING	027,416/77		Cytc Corporation
CELLIENT & Design	United States of America	PENDING	028,817/77		Cytc Corporation
CYTOLYT	United States of America	REGISTERED	191,638/74	1701270	Cytc Corporation
CYTYC	United States of America	REGISTERED	260,532/74	1756310	Cytc Corporation
CYTYC	United States of America	REGISTERED	383,955/76	2917709	Cytc Corporation
CYTYC	United States of America	REGISTERED	383,990/76	2940442	Cytc Corporation
E-TEGRITY	United States of America	REGISTERED	371,825/75	2341737	Cytc Corporation
FIRSTCYTE	United States of America	REGISTERED	388,383/76	2782866	Cytc Corporation
FULL TERM	United States of America	REGISTERED	326,373/78	2999071	Cytc Corporation
FULLTERM	United States of America	PENDING	821,750/78		Cytc Corporation
FULLTERM and Design	United States of America	REGISTERED	821,803/78	3259549	Cytc Corporation
GESTIVA	United States of America	PENDING	838,134/78		Cytc Corporation
GESTURA	United States of America	PENDING	847,994/78		Cytc Corporation
GLIASITE	United States of America	REGISTERED	75/490,307	2315000	Cytc Corporation
IOTREX	United States of America	REGISTERED	75/774,635	2505238	Cytc Corporation
MAMMOSITE	United States of America	REGISTERED	75/627,990	2537009	Cytc Corporation
MEDCYT	United States of America	REGISTERED	372,428/78	2962502	Cytc Corporation
NOVASURE	United States of America	REGISTERED	569,943/75	2513050	Cytc Corporation
PRESERVCYT	United States of America	REGISTERED	183,674/74	1706095	Cytc Corporation
PTDCHECK	United States of America	REGISTERED	102,536/74	1684115	Cytc Corporation
QCETTE	United States of America	REGISTERED	318,068/76	2600970	Cytc Corporation
QUIKCHECK	United States of America	PENDING	218,750/77		Cytc Corporation
ROMCHECK	United States of America	REGISTERED	030,977/74	1656577	Cytc Corporation
SURESOUND	United States of America	PENDING	78/655,881		Cytc Corporation
THINPREP	United States of America	REGISTERED	022,769/74	1676316	Cytc Corporation
THINPREP	United States of America	REGISTERED	383,954/76	2911395	Cytc Corporation
THINPREP	United States of America	REGISTERED	383,992/76	2858447	Cytc Corporation
THINPREP SLIDE & Arc Design	United States of America	REGISTERED	78/798,872	3189273	Cytc Corporation

Title	Country	Status	App No.	TM No.	Last Listed Owner
THINPREP SLIDE & Design	United States of America	REGISTERED	78/798,898	3189274	Cytyc Corporation
TLI	United States of America	REGISTERED	559,117/75	2643210	Cytyc Corporation
TLI IQ	United States of America	REGISTERED	074,192/78	2738998	Cytyc Corporation
TLI IQ (STYLIZED)	United States of America	REGISTERED	074,195/78	2730680	Cytyc Corporation
TRANSCYT	United States of America	REGISTERED	263,646/74	1738162	Cytyc Corporation
UNLOCK THE BLOCK	United States of America	PENDING	031,996/77		Cytyc Corporation
UROCYTE	United States of America	REGISTERED	308,081/78	3303200	Cytyc Corporation

Name of Trademark	Reg. and/or Appl. No.	Country	Publication Date	Last Listed Owner
ACCLAIM	1970513	US	4/23/1996	Hologic, Inc. (successor in interest to X-Ray Technology, Inc.)
AT LORAD, EVERY MONTH IS BREAST CANCER AWARENESS MONTH	2664253	US	1/11/2001	Hologic, Inc.
ATEC	2727889	US	6/17/2003	Suros Surgical Systems, Inc.
CITRA	3238367	US	5/1/2007	R2 Technology, Inc.
DIGITALNOW	78554597	US	11/29/2005	R2 Technology, Inc.
DIRECT RADIOGRAPHY	2347957	US	5/9/2000	Direct Radiography Corporation
DIRECTRAY	2347497	US	5/2/2000	Direct Radiography Corporation
EARLIER. SMARTER. BETTER.	3240436	US	5/8/2007	R2 Technology, Inc.
GOLD STANDARD CAD	78553030	US	7/25/2006	R2 Technology, Inc.
HOLOGIC and Design	1652292	US	7/30/1991	Hologic, Inc.
IMAGECHECKER	2697274	US	4/18/2003	R2 Technology, Inc.
IMAGECHECKER	2213173	US	4/18/2003	R2 Technology, Inc.
LORAD	1425641	US	10/12/1993	Hologic, Inc.
LORAD A HOLOGIC COMPANY	2672939	US	1/7/2003	Hologic, Inc.
LORAD DSM	1783341	US	11/1/1994	Hologic, Inc.
MAMMOVISION	1841275	US	6/21/1994	Hologic, Inc.
MULTICARE	2480475	US	8/21/2001	Hologic, Inc.
OMNICAD	2848834	US	6/1/2004	R2 Technology, Inc.
PE	78610251	US	4/24/2007	R2 Technology, Inc.
PEERVIEW	2846121	US	5/25/2004	R2 Technology, Inc.
PERMAGRID	1476737	US	1/14/1986	Hologic, Inc.
QDR	1510840	US	11/1/1998	R2 Technology, Inc.
QDR-1000	1506996	US	10/4/1988	Hologic, Inc. (successor in interest to X-Ray Technology, Inc.)
R2	3075613	US	4/4/2006	R2 Technology, Inc.
SCOUTMARC	2507562	US	11/13/2001	Hologic, Inc.
STEREOLOC	1738185	US	12/8/1992	Hologic, Inc.
SUROS	3198462	US	12/5/2006	Suros Surgical Systems, Inc.
SUROS	3180564	US	10/31/2006	Suros Surgical Systems, Inc.
SUROS CELERO	77066089	US	12/18/2006	Suros Surgical Systems, Inc.
SUROS COMPASSIONATE TECHNOLOGIES	2988641	US	8/30/2005	Suros Surgical Systems, Inc.
UBA	1529557	US	3/14/1989	Hologic, Inc.
WOMEN'S TOUCH	2599190	United States	7/23/2002	BioLucent Inc.
MAMMOPAD	2589471	United States	7/02/2002	BioLucent Inc.
BIOLUCENT	2847779	United States	6/01/2004	BioLucent Inc.
Service Mark: Softer Mammogram Provider	3062232	United States	2/28/2006	BioLucent Inc.

Title	Country	Status	App No.	Reg. No.	Last Listed Owner
HTC	United States of America	REGISTERED	76116291 25-AUG-2000	2475869 07-AUG-2001	Hologic, Inc.
SAHARA	United States of America	RENEWED (REGISTERED)	74353356 28-JAN-1993	2008809 15-OCT-1996	Hologic, Inc.
TE WIRE & CABLE	United States of America	REGISTERED	78483324 14-SEP-2004	3175019 21-NOV-2006	R2 Technologies, LLC
ACCUCLAVE	United States of America	PENDING Intent to Use	77118989 28-FEB-2007		R2 Technologies, LLC
KXTRA	United States of America	PUBLISHED (PENDING) Intent to Use	77049227 21-NOV-2006		R2 Technologies, LLC
THERMOSIL	United States of America	PENDING	78701687 26-AUG-2005		R2 Technologies, LLC
CEFIR	United States of America	PUBLISHED (PENDING)	78701624 26-AUG-2005		R2 Technologies, Inc (successor-in-interest to Thermo Electric Corporation)
CELERO ACCESS	United States of America	PENDING Intent to Use	77218207 28-JUN-2007		Suros Surgical Systems, Inc.
CELERO PETTITE	United States of America	PENDING Intent to Use	77218188 28-JUN-2007		Suros Surgical Systems, Inc.
SECURMARK	United States of America	PENDING Intent to Use	77218165 28-JUN-2007		Suros Surgical Systems, Inc.
SAVE	United States of America	PUBLISHED (PENDING) Intent to Use	78911793 19-JUN-2006		BioLucent Inc.

1522617

NY\1332578.4

RECORDED: 10/26/2007

TRADEMARK
REEL: 003647 FRAME: 0917