

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329682

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		01/09/2015	CORPORATION: DELAWARE
Biolucent, LLC		01/09/2015	PARTNERSHIP:
Cytc Corporation		01/09/2015	CORPORATION:
Suros Surgical Systems, Inc.		01/09/2015	CORPORATION:
Third Wave Technologies, Inc.		01/09/2015	CORPORATION:
Gen-Probe Incorporated		01/09/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	30 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86413347	HOLOGIC
Serial Number:	86416916	HOLOGIC THE SCIENCE OF SURE
Serial Number:	86416891	THE SCIENCE OF SURE

CORRESPONDENCE DATA

Fax Number:

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.

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

ATTORNEY DOCKET NUMBER:	TM SUPP 7
NAME OF SUBMITTER:	carolann mahoney

TRADEMARK

SIGNATURE:	/carolann mahoney/
DATE SIGNED:	01/22/2015
Total Attachments: 6 source=TMSupp7#page1.tif source=TMSupp7#page2.tif source=TMSupp7#page3.tif source=TMSupp7#page4.tif source=TMSupp7#page5.tif source=TMSupp7#page6.tif	

SEVENTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Seventh Supplement to Trademark Security Agreement (this "Supplement") is dated as of January 09, 2015, 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 Third 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: Robert W. McMahon

Name: Robert W. McMahon

Title: Chief Financial Officer

BIOLUCENT, LLC, as Grantor

By: Hologic, Inc.,
Its Sole Member and Manager

By: Robert W. McMahon

Name: Robert W. McMahon

Title: Chief Financial Officer

CYTYC CORPORATION, as Grantor

By: Robert W. McMahon

Name: Robert W. McMahon

Title: Executive Vice President, Treasurer and
Assistant Secretary-

SUROS SURGICAL SYSTEMS, INC., as
Grantor

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

THIRD WAVE TECHNOLOGIES, INC., as
Grantor

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

GEN-PROBE INCORPORATED, as Grantor

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: _____
Name: _____
Title: _____

[SEVENTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005445 FRAME: 0044

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

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

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

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

GEN-PROBE INCORPORATED, as Grantor

By: Robert W. McMahon
Name: Robert W. McMahon
Title: Executive Vice President, Treasurer and
Assistant Secretary

Accepted and Agreed:

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

By: Gabriel Jacobson
Name: _____
Title: Gabriel Jacobson
Authorized Signatory

[SEVENTH SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005445 FRAME: 0045**

EXHIBIT A

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

Title	Country	Status	App No.
HOLOGIC	US	Pending	86/413,347
HOLOGIC THE SCIENCE OF SURE	US	Pending	86/416,916
THE SCIENCE OF SURE	US	Pending	86/416,891