

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		05/29/2015	CORPORATION: DELAWARE
Cytc Corporation		05/29/2015	CORPORATION: DELAWARE
Interlace Medical, Inc.		05/29/2015	CORPORATION: DELAWARE
Suros Surgical Systems, Inc.		05/29/2015	CORPORATION: DELAWARE
Third Wave Technologies, Inc.		05/29/2015	CORPORATION: DELAWARE
Gen-Probe Incorporated		05/29/2015	CORPORATION: DELAWARE
Gen-Probe Prodesse, Inc.		05/29/2015	CORPORATION: WISCONSIN

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:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 108

Property Type	Number	Word Mark
Registration Number:	1656521	A
Registration Number:	4129352	AEGIS
Registration Number:	2727889	A TEC
Registration Number:	1753489	C
Registration Number:	3484849	CELERO
Registration Number:	3613100	CELERO ACCESS
Registration Number:	3568059	CELLIENT
Registration Number:	3570334	CELLIENT AUTOMATED CELL BLOCK SYSTEM
Registration Number:	3709488	CERVISTA
Registration Number:	4053374	CERVISTA
Registration Number:	1920605	CLEAVASE
Registration Number:	1701270	CYTOLYT
Registration Number:	1756310	CYTYC

OP \$2715.00 1656521

Property Type	Number	Word Mark
Registration Number:	3432655	DIGITALNOW
Registration Number:	3713003	DIMENSIONS
Registration Number:	2341737	E-TEGRITY
Registration Number:	3745130	EVIVA
Registration Number:	3748631	FLUOROSCAN
Registration Number:	3857248	HOLOGIC
Serial Number:	86413347	HOLOGIC
Registration Number:	1652292	HOLOGIC
Registration Number:	2697274	IMAGECHECKER
Registration Number:	2213173	IMAGECHECKER
Registration Number:	3589146	INPLEX
Registration Number:	3773381	INTERLACE
Registration Number:	3773382	INTERLACE MEDICAL
Registration Number:	3773393	INTERLACE MEDICAL
Registration Number:	2304178	INVADER
Registration Number:	3706131	INVADER CALL REPORTER
Registration Number:	3146599	INVADER PLUS
Registration Number:	2505238	IOTREX
Registration Number:	1783341	LORAD DSM
Registration Number:	2589471	MAMMOPAD
Registration Number:	3685956	MAMMOSITE
Registration Number:	1841275	MAMMOVISION
Registration Number:	3766401	MULTICARE
Registration Number:	3773261	MYOSURE
Registration Number:	2513050	NOVASURE
Registration Number:	1706095	PRESERVCYT
Registration Number:	1684115	PTDCHECK
Registration Number:	2600970	QCETTE
Registration Number:	3781153	RAPID FFN
Registration Number:	1656577	ROMCHECK
Registration Number:	2008809	SAHARA
Registration Number:	3603330	SECURMARK
Registration Number:	3642522	SECURVIEW
Registration Number:	3923866	SECURXCHANGE
Registration Number:	3576103	SELENIA
Registration Number:	1738185	STEREOLOC
Registration Number:	3320179	SURESOUND
Registration Number:	1676316	THINPREP

Property Type	Number	Word Mark
Registration Number:	2911395	THINPREP
Registration Number:	2858447	THINPREP
Registration Number:	3189273	THINPREP SLIDE
Registration Number:	3189274	THINPREP SLIDE
Registration Number:	3785776	THS
Registration Number:	2738998	TLI IQ
Registration Number:	2730680	TLI IQ
Registration Number:	1738162	TRANSCYT
Registration Number:	3512218	TRIMARK
Registration Number:	3030200	UROCYTE
Registration Number:	4231167	AQUILEX
Registration Number:	4179338	GLIASITE
Registration Number:	3620034	CONTURA
Registration Number:	3961812	CONTURA
Registration Number:	1586364	PACE
Registration Number:	1721238	ACCUPROBE
Registration Number:	1752303	LEADER
Registration Number:	1984980	GEN-PROBE
Registration Number:	1990678	GEN-PROBE
Registration Number:	2432113	APTIMA
Registration Number:	2736842	GASDIRECT
Registration Number:	2780355	TIGRIS
Registration Number:	2791211	APTIMA COMBO 2
Registration Number:	2791199	APTIMA COMBO 2
Registration Number:	2840053	APTIMA
Registration Number:	2884471	APTIMA
Registration Number:	2895801	AMPLIFIED MTD
Registration Number:	2958553	DTS
Registration Number:	3027513	SB100
Registration Number:	3452428	TIGRIS
Registration Number:	3490604	PROGENSA
Registration Number:	3963263	PANTHER
Registration Number:	4208483	TMA
Registration Number:	4305080	GEN-PROBE
Registration Number:	4305082	GP GEN-PROBE
Registration Number:	4704203	TOMCAT
Registration Number:	2132856	PRODESSE, INC.
Registration Number:	4141140	PROGASTRO

Property Type	Number	Word Mark
Registration Number:	4166884	PROFAST
Registration Number:	4166886	PROADENO
Registration Number:	4244356	PRO HMPV
Registration Number:	4252454	PROPARAFLU
Registration Number:	1656522	ADEZA
Registration Number:	2935084	ADIANA
Serial Number:	86337802	3D MAMMOGRAPHY
Serial Number:	86350432	ADVANCED BODY COMPOSITION
Serial Number:	86233960	BREVERA
Serial Number:	86251275	CORLUMINA
Serial Number:	86528035	GENIUS
Serial Number:	86354289	GENIUS 3D MAMMOGRAPHY
Serial Number:	86337786	HOLOGIC 3D MAMMOGRAPHY
Serial Number:	86416916	HOLOGIC THE SCIENCE OF SURE
Serial Number:	86302466	OMNIMARK
Serial Number:	86301513	SERTERA
Serial Number:	86416891	THE SCIENCE OF SURE
Serial Number:	86575813	PANTHER FUSION
Serial Number:	85256562	PROFLU

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

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:	F156203
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	06/03/2015

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This Trademark 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 “**Trademark Security Agreement**”) 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 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 Grantors are 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 Grantors, certain other subsidiaries of the Company 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 foregoing premises, 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 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 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: Marci Lerner

Title: Vice President and Treasurer

CYTYC CORPORATION,
as Grantor

By:

A handwritten signature in black ink, appearing to read 'M. Lerner', written over a horizontal line.

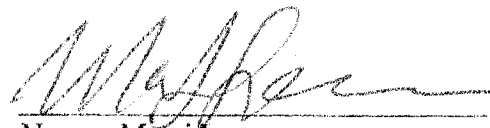
Name: Marci Lerner

Title: Treasurer

GEN-PROBE INCORPORATED,

as Grantor

By:



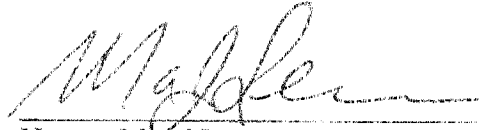
Name: Marci Lerner

Title: Treasurer

GEN-PROBE PRODESSE, INC.,

as Grantor

By:

A handwritten signature in cursive script, appearing to read "Marci Lerner", written over a horizontal line.

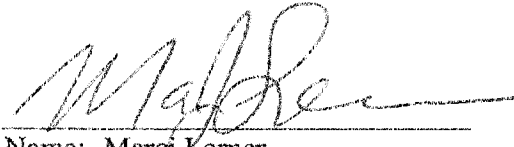
Name: Marci Lerner

Title: Treasurer

INTERLACE MEDICAL, INC.,

as Grantor

By:

A handwritten signature in black ink, appearing to read "Marci Lerner", written over a horizontal line.

Name: Marci Lerner

Title: Treasurer

SUROS SURGICAL SYSTEMS, INC.,

as Grantor

By:

A handwritten signature in black ink, appearing to read 'M. Lerner', written over a horizontal line.

Name: Marci Lerner

Title: Treasurer


THIRD WAVE TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Marci Lerner

Title: Treasurer

Accepted and Agreed:

**BANK OF AMERICA, N.A., as
Collateral Agent**

By
: 
Authorized Signatory

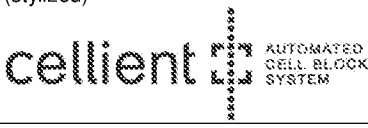

Name: Lori Egan
Title: SVP



[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
1.		1656521	10-Sep-91	Cytc Corporation
2.	AEGIS	4129352	17-Apr-12	Hologic, Inc.
3.	ATEC	2727889	17-Jun-2003	Suros Surgical Systems, Inc.
4.	C & DESIGN 	1753489	23-Feb-1993	Cytc Corporation
5.	CELERO	3484849	12-Aug-2008	Hologic, Inc.
6.	CELERO ACCESS	3613100	28-Apr-2009	Suros Surgical Systems, Inc.
7.	CELLIENT & Design	3568059	27-Jan-2009	Cytc Corporation
8.	Cellient Automated Cell Block System (stylized) 	3570334	03-Feb-2009	Cytc Corporation
9.	CERVISTA	3709488	10-Nov-2009	Hologic, Inc.
10.	CERVISTA & Design 	4053374	08-Nov-2011	Hologic, Inc.
11.	CLEAVASE	1920605	19-Sep-1995	Third Wave Technologies, Inc.
12.	CYTOLYT	1701270	21-Jul-1992	Cytc Corporation
13.	CYTYC	1756310	09-Mar-1993	Cytc Corporation
14.	DIGITAL NOW & Design 	3432655	20-May-2008	Hologic, Inc.

15.	DIMENSIONS	3713003	17-Nov-2009	Hologic, Inc.
16.	E-TEGRITY	2341737	11-Apr-2000	Cytoc Corporation
17.	EVIVA	3745130	02-Feb-2010	Hologic, Inc.
18.	FLUOROSCAN	3748631	16-Feb-2010	Hologic, Inc.
19.	HOLOGIC	3857248	05-Oct-2010	Hologic, Inc.
20.	HOLOGIC	86/413347	02-Oct-2014	Hologic, Inc.
21.	HOLOGIC & design 	1652292	30-Jul-1991	Hologic, Inc.
22.	IMAGECHECKER	2697274	18-Mar-2003	Hologic, Inc.
23.	IMAGECHECKER	2213173	22-Dec-1998	Hologic, Inc.
24.	INPLEX	3589146	10-Mar-2009	Third Wave Technologies, Inc.
25.	INTERLACE	3773381	06-Apr-2010	Interlace Medical, Inc.
26.	INTERLACE MEDICAL	3773382	06-Apr-2010	Interlace Medical, Inc.
27.	INTERLACE MEDICAL & Design 	3773393	06-Apr-2010	Interlace Medical, Inc.
28.	INVADER	2304178	28-Dec-1999	Third Wave Technologies, Inc.
29.	INVADER CALL REPORTER	3706131	03-Nov-2009	Third Wave Technologies, Inc.
30.	INVADER PLUS	3146599	19-Sep-2006	Third Wave Technologies, Inc.
31.	IOTREX	2505238	06-Nov-2001	Cytoc Corporation
32.	LORAD DSM	1783341	20-Jul-1993	Hologic, Inc.
33.	MAMMOPAD	2589471	02-Jul-2002	Hologic, Inc.
34.	MAMMOSITE	3685956	22-Sep-2009	Hologic, Inc.
35.	MAMMOVISION	1841275	21-June-1994	Hologic, Inc.
36.	MULTICARE	3766401	30-Mar-2010	Hologic, Inc.
37.	MYOSURE	3773261	06-Apr-2010	Hologic, Inc.
38.	NOVASURE	2513050	27-Nov-2001	Cytoc Corporation
39.	PRESERVICYT	1706095	11-Aug-1992	Hologic, Inc.
40.	PTDCHECK	1684115	21-Apr-1992	Cytoc Corporation
41.	QCETTE	2600970	30-Jul-2002	Cytoc Corporation
42.	RAPID FFN	3781153	27-Apr-2010	Hologic, Inc.
43.	ROMCHECK	1656577	10-Sep-1991	Cytoc Corporation
44.	SAHARA	2008809	15-Oct-1996	Hologic, Inc.
45.	SECURMARK	3603330	07-Apr-2009	Suros Surgical Systems, Inc.

46.	SECURVIEW	3642522	23-Jun-2009	Hologic, Inc.
47.	SECURXCHANGE	3923866	22-Feb-2011	Hologic, Inc.
48.	SELENIA	3576103	17-Feb-2009	Hologic, Inc.
49.	STEREOLOC	1738185	08-Dec-1992	Hologic, Inc.
50.	SURESOUND	3320179	23-Oct-2007	Cytc Corporation
51.	THINPREP	1676316	18-Feb-1992	Hologic, Inc.
52.	THINPREP	2911395	14-Dec-2004	Hologic, Inc.
53.	THINPREP	2858447	29-Jun-2004	Hologic, Inc.
54.	THINPREP SLIDE & ARC Design 	3189273	26-Dec-2006	Hologic, Inc.
55.	THINPREP SLIDE & Fiducial Mark Design 	3189274	26-Dec-2006	Hologic, Inc.
56.	THS	3785776	04-May-2010	Hologic, Inc.
57.	TLI IQ	2738998	15-Jul-2003	Cytc Corporation
58.	TLI IQ 	2730680	24-Jun-2003	Cytc Corporation
59.	TRANSCYT	1738162	08-Dec-1992	Cytc Corporation
60.	TRIMARK (Standard Characters)	3512218	07-Oct-2008	Hologic, Inc.
61.	UROCYTE	3030200	13-Dec-2005	Cytc Corporation
64.	AQUILEX	4231167	10-Oct-2012	Hologic, Inc.
65.	GLIASITE	4179338	7-Jul-2012	Hologic, Inc.
67.	CONTURA	3620034	12-May-2009	Hologic, Inc.
68.	CONTURA	3961812	17-May-2011	Hologic, Inc.
70.	PACE	1,586,364	13-Mar-1990	Gen-Probe Incorporated
71.	ACCUPROBE	1,721,238	6-Oct-1992	Gen-Probe Incorporated
72.	LEADER	1,752,303	16-Feb-1993	Gen-Probe Incorporated

73.		1,984,980	9-Jul-1996	Gen-Probe Incorporated
74.	GEN-PROBE	1,990,678	6-Aug-1996	Gen-Probe Incorporated
75.	APTIMA	2,432,113	27-Feb-2001	Gen-Probe Incorporated
76.	GASDIRECT	2,736,842	15-Jul-2003	Gen-Probe Incorporated
77.	TIGRIS	2,780,355	4-Nov-2003	Gen-Probe Incorporated
78.	APTIMA COMBO 2	2,791,211	9-Dec-2003	Gen-Probe Incorporated
79.		2,791,199	9-Dec-2003	Gen-Probe Incorporated
80.		2,840,053	11-May-2004	Gen-Probe Incorporated
81.	APTIMA	2,884,471	14-Sept-2004	Gen-Probe Incorporated
82.	AMPLIFIED MTD	2,895,801	19-Oct-2004	Gen-Probe Incorporated
83.	DTS	2,958,553	13-May-2005	Gen-Probe Incorporated
84.	SB100	3,027,513	13-Dec-2005	Gen-Probe Incorporated
85.	TIGRIS	3,452,428	24-Jun-2008	Gen-Probe Incorporated
86.	PROGENSA	3,490,604	19-Aug-2008	Gen-Probe Incorporated
87.	PANTHER	3,963,263	17-May-2011	Gen-Probe Incorporated
88.	TMA	4,208,483	18-Sept-2012	Gen-Probe Incorporated
89.	GEN-PROBE	4,305,080	19-Mar-2013	Gen-Probe Incorporated
90.		4,305,082	19-Mar-2013	Gen-Probe Incorporated
91.	TOMCAT	4,704,203	17-Mar-2015	Gen-Probe Incorporated
92.	PRODESSE, INC.	2,132,856	27-Jan-1998	Gen-Probe Prodesse, Inc.
93.	PROGASTRO	4,141,140	15-May-2012	Gen-Probe Prodesse, Inc.
94.	PROFAST	4,166,884	3-Jul-2012	Gen-Probe Prodesse, Inc.
95.	PROADENO	4,166,886	3-Jul-2012	Gen-Probe Prodesse, Inc.
96.	PRO HMPV	4,244,356	20-Nov-2012	Gen-Probe Prodesse, Inc.
97.	PROPARAFLU	4,252,454	4-Dec-2012	Gen-Probe Prodesse, Inc.
98.	ADEZA	1656522	9-10-1991	Cytec Corporation
99.	ADIANA	2935084	3-22-2005	Cytec Corporation

Trademark Applications:

	<u>Trademark</u>	<u>Reg. App. Number</u>	<u>Reg./App. Date</u>	<u>Owner</u>
1.	3D MAMMOGRAPHY	86/337802	15-July-2014	Hologic, Inc.
2.	ADVANCED BODY COMPOSITION	86/350432	28-July-2014	Hologic, Inc.
3.	BREVERA	86/233960	27-Mar-2014	Hologic, Inc.
4.	CORLUMINA	86/251,275	14-April-2014	Hologic, Inc.
5.	GENIUS	86/528,035	08-Feb-2015	Hologic, Inc.
6.	GENIUS 3D MAMMOGRAPHY	86/354289	31-July-2014	Hologic, Inc.
7.	HOLOGIC 3D MAMMOGRAPHY	86/337786	15-July-2014	Hologic, Inc.
8.	HOLOGICE THE SCIENCE OF SURE  Logo	86/416916	07-Oct-2014	Hologic, Inc.
9.	OMNIMARK	86/302466	06-June-2014	Hologic, Inc.
10.	SERTERA	86/301513	05-June-2014	Hologic, Inc.
11.	THE SCIENCE OF SURE	86/416891	07-Oct-2014	Hologic, Inc.
12.	PANTHER FUSION	86/575813	25-Mar-2015	Gen-Probe Incorporated
13.	PROFLU	85/256562	3-MAR-2011	Gen-Probe Prodesse, Inc.

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