

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM545401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hologic, Inc.		10/11/2019	Corporation: DELAWARE
Cynosure, LLC		10/11/2019	Limited Liability Company: DELAWARE
Faxitron Bioptics, LLC		10/11/2019	Limited Liability Company: DELAWARE
Focal Therapeutics, Inc.		10/11/2019	Corporation: DELAWARE
Gen-Probe Incorporated		10/11/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	100 N Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 69</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4672600	AMPHORA MEDICAL	
<b>Registration Number:</b>	5718364		
<b>Registration Number:</b>	4927343	BIOZORB	
<b>Registration Number:</b>	4363238	CORE VISION	
<b>Registration Number:</b>	4804200	COREVISION	
<b>Registration Number:</b>	5800005	FAXITRON	
<b>Registration Number:</b>	837529	FAXITRON	
<b>Registration Number:</b>	4509676	FAXITRON WEDGE	
<b>Registration Number:</b>	5596153	FLUENT	
<b>Registration Number:</b>	4981811	FOCAL THERAPEUTICS	
<b>Registration Number:</b>	5601544	GENIUS	
<b>Registration Number:</b>	5736706	INSIGHT	
<b>Registration Number:</b>	3685956	MAMMOSITE	
<b>Registration Number:</b>	5819082	PANTHER	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5291652	PERL
Registration Number:	4838402	TRUNODE
Registration Number:	5776482	VIERA
Registration Number:	5722979	A SMARTER WAY TO SCULPT
Registration Number:	2630071	APOGEE
Registration Number:	4378532	CELLULAZE
Registration Number:	1235583	CITRIC-ETCH
Registration Number:	1035621	CYANO-VENEER
Registration Number:	2030348	CYNOSURE
Registration Number:	2904142	ELLMAN
Registration Number:	4501184	ELLMAN
Registration Number:	4368479	EMPIRE
Registration Number:	4057099	GLIDESAFE
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	1010912	HYPO-CAL
Registration Number:	4664654	MEDLEY
Registration Number:	2988443	MEDLITE
Registration Number:	2465621	PALOMAR
Registration Number:	4386793	PALOMAR ICON
Registration Number:	4020313	PALOVIA
Registration Number:	3998653	PELLEVÉ
Registration Number:	4397098	PICOSURE
Registration Number:	4665616	PRECISIONTX
Registration Number:	2432608	RADIOLASE
Registration Number:	3044129	RADIOSURGERY
Registration Number:	4841097	REVLITE
Registration Number:	3316377	REVLITE
Registration Number:	4670936	RODIN
Registration Number:	4882549	SCULPSURE
Registration Number:	5283577	SCULPSURE
Registration Number:	4404113	SIDELAZE
Registration Number:	4438431	SKINTEL
Registration Number:	2461133	SMARTCOOL
Registration Number:	3632415	SMARTSENSE
Registration Number:	3829514	SMARTSKIN
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	3093742	SURG-E
Registration Number:	3037439	SURGITRON

Property Type	Number	Word Mark
Registration Number:	5571478	TEMPSURE
Registration Number:	4056809	TRIPLEX
Registration Number:	4323767	VECTUS
Serial Number:	88611205	DEFINITY
Serial Number:	88178205	ENLYTEN
Serial Number:	88237213	FLUOROSCAN INSIGHT
Serial Number:	88258606	GENIUS
Serial Number:	88258611	GENIUS AI
Serial Number:	88363859	LOCALIZER
Serial Number:	87836473	SILENSA
Serial Number:	88223229	SURECARE
Serial Number:	88247077	UNIFI
Serial Number:	88228510	HEALTH
Serial Number:	87748402	BEAUTIFULLY INTELLIGENT
Serial Number:	88476013	TEMPSURE
Serial Number:	87231500	THREEFORME
Serial Number:	88410963	WARMSCULPTING

#### 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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1140392 TM IPSA
<b>NAME OF SUBMITTER:</b>	Karen Cottrell
<b>SIGNATURE:</b>	/Karen Cottrell/
<b>DATE SIGNED:</b>	10/16/2019

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 11, 2019 (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 Amended and Restated Pledge and Security Agreement, dated as of October 3, 2017 (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.

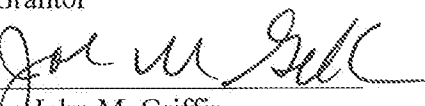
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

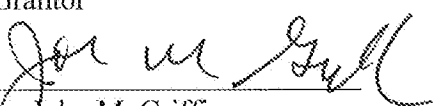
**HOLOGIC, INC.,**  
as Grantor

By:   
Name: John M. Griffin  
Title: General Counsel

**CYNOSURE, LLC,**  
as Grantor

By:   
Name: John M. Griffin  
Title: President

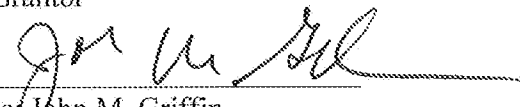
**FAXITRON BIOPTICS, LLC,**  
as Grantor

By:   
Name: John M. Griffin  
Title: President

**FOCAL THERAPEUTICS, INC.,**  
as Grantor

By:   
Name: John M. Griffin  
Title: President

**GEN-PROBE INCORPORATED,**  
as Grantor

By:   
Name: John M. Griffin  
Title: President

Accepted and Agreed:

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

By: \_\_\_\_\_

Authorized Signatory

Name: Kyle D Harding

Title: AVP

[Signature Page -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006772 FRAME: 0576**

**SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Title</b>	<b>Status</b>	<b>Application No./Reg No</b>	<b>File/Reg Date</b>	<b>Grantor</b>
DEFINITY	Pending	88611205	9/10/2019	Hologic, Inc.
ENLYTEN	Pending	88178205	11/1/2018	Hologic, Inc.
FLUOROSCAN INSIGHT	Pending	88/237213	12/20/2018	Hologic, Inc.
GENIUS	Pending	88258606	1/11/2019	Hologic, Inc.
GENIUS AI	Pending	88258611	1/11/2019	Hologic, Inc.
LOCALIZER	Pending	88/363859	3/29/2019	Faxitron Bioptics, LLC
SILENSA	Pending	87836473	3/15/2018	Hologic, Inc.
SURECARE	Pending	88/223229	12/10/2018	Hologic, Inc.
UNIFI	Pending	88/247077	1/2/2019	Hologic, Inc.
Venus Health Symbol	Pending	88228510	12/13/2018	Hologic, Inc.
AMPHORA MEDICAL	Registered	4672600	1/13/2015	Hologic, Inc.
ARC-SHAPED LIGHT DESIGN	Registered	5718364	4/2/2019	Gen-Probe Incorporated
BIOZORB	Registered	4927343	3/29/2016	Focal Therapeutics, Inc.
CORE VISION	Registered	4363238	7/9/2013	Faxitron Bioptics, LLC
COREVISION	Registered	4804200	9/1/2015	Faxitron Bioptics, LLC
FAXITRON	Registered	5800005	7/9/2019	Faxitron Bioptics, LLC
FAXITRON	Registered	0837529	10/24/1967	Faxitron Bioptics, LLC
FAXITRON WEDGE	Registered	4509676	4/8/2014	Faxitron Bioptics, LLC
FLUENT	Registered	5596153	10/31/2018	Hologic, Inc.
FOCAL THERAPEUTICS (plus design)	Registered	4981811	6/21/2016	Focal Therapeutics, Inc.
Genius	Registered	5601544	11/6/2018	Hologic, Inc.
INSIGHT	Registered	5736706	4/30/2019	Hologic, Inc.
MAMMOSITE	Registered	3685956	9/22/2009	Hologic, Inc.
PANTHER	Registered	5819082	7/30/2019	Gen-Probe Incorporated
PERL	Registered	5291652	9/19/2017	Focal Therapeutics, Inc.
TRUNODE	Registered	4838402	10/20/2015	Faxitron Bioptics, LLC
VIERA	Registered	5776482	6/11/2019	Hologic, Inc.
A SMARTER WAY TO SCULPT	Registered	5722979	4/9/2019	Cynosure, LLC
APOGEE	Registered	2,630,071	10/8/2002	Cynosure, LLC
BEAUTIFULLY INTELLIGENT	Pending	87748402	1/9/2018	Cynosure, LLC
CELLULAZE	Registered	4,378,532	8/6/2013	Cynosure, LLC
CITRIC-ETCH	Registered	1,235,583	4/26/1983	Cynosure, LLC



<b>Title</b>	<b>Status</b>	<b>Application No./Reg No</b>	<b>File/Reg Date</b>	<b>Grantor</b>
CYANO-VENEER	Registered	1,035,621	3/16/1976	Cynosure, LLC
CYNOSURE	Registered	2,030,348	1/14/1997	Cynosure, LLC
ELLMAN	Registered	2,904,142	11/23/2004	Cynosure, LLC
ELLMAN	Registered	4,501,184	3/25/2014	Cynosure, LLC
EMPIRE	Registered	4,368,479	7/16/2013	Cynosure, LLC
GLIDESAFE	Registered	4,057,099	11/15/2011	Cynosure, LLC
HEMOSCALPEL	Registered	2,533,945	1/29/2002	Cynosure, LLC
HYPPO-CAL	Registered	1,010,912	5/20/1975	Cynosure, LLC
MEDLEY	Registered	4,664,654	12/30/2014	Cynosure, LLC
MEDLITE	Registered	2988443	8/30/2005	Cynosure, LLC
PALOMAR	Registered	2465621	7/3/2001	Cynosure, LLC
PALOMAR ICON	Registered	4386793	8/20/2013	Cynosure, LLC
PALOVIA	Registered	4020313	8/30/2011	Cynosure, LLC
PELLEVÉ	Registered	3998653	7/19/2011	Cynosure, LLC
PICOSURE	Registered	4397098	9/3/2013	Cynosure, LLC
PRECISIONTX	Registered	4665616	1/6/2015	Cynosure, LLC
RADIOLASE	Registered	2432608	3/6/2001	Cynosure, LLC
RADIOSURGERY	Registered	3044129	1/17/2006	Cynosure, LLC
REVLITE	Registered	4841097	10/27/2015	Cynosure, LLC
REVLITE & Design	Registered	3316377	10/23/2007	Cynosure, LLC
RODIN	Registered	4,670,936	1/13/2015	Cynosure, LLC
SCULPSURE	Registered	4882549	1/5/2016	Cynosure, LLC
SCULPSURE	Registered	5283577	9/12/2017	Cynosure, LLC
SIDELAZE	Registered	4404113	9/17/2013	Cynosure, LLC
SKINTEL	Registered	4438431	11/26/2013	Cynosure, LLC
SMARTCOOL	Registered	2461133	6/19/2001	Cynosure, LLC
SMARTSENSE	Registered	3632415	6/2/2009	Cynosure, LLC
SMARTSKIN	Registered	3829514	8/3/2010	Cynosure, LLC
SQUEEZ-ETT	Registered	1249753	8/30/1983	Cynosure, LLC
SURG-E	Registered	3093742	5/16/2006	Cynosure, LLC
SURGITRON	Registered	3037439	1/3/2006	Cynosure, LLC
TEMPSURE	Pending	88476013	6/17/2019	Cynosure, LLC
TEMPSURE	Registered	5571478	9/25/2018	Cynosure, LLC
THREEFORME	Pending	87231500	11/9/2016	Cynosure, LLC
<b>Title</b>	<b>Status</b>	<b>Application No./Reg No</b>	<b>File/Reg Date</b>	<b>Grantor</b>
TRIPLEX	Registered	4056809	11/15/2011	Cynosure, LLC
VECTUS	Registered	4323767	4/23/2013	Cynosure, LLC
WARMSCULPTING	Pending	88410963	5/1/2019	Cynosure, LLC