

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM680522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hologic, Inc.		10/07/2021	Corporation: DELAWARE
Biotheranostics, Inc.		10/07/2021	Corporation: DELAWARE
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: 31			
Property Type	Number	Word Mark	
Registration Number:	6341904	SMARTCURVE	
Registration Number:	6242776	I-VIEW	
Registration Number:	6228483		
Serial Number:	90807043	OMNI	
Registration Number:	6335411	UNIFI	
Registration Number:	6329292	SURECARE	
Serial Number:	90402458	GENIUS	
Serial Number:	90530878	GENIUS	
Serial Number:	90600237	QUANTRA	
Serial Number:	90758865	DIMENSIONS ACCESS	
Serial Number:	90788624	ENVISION	
Serial Number:	90874808	C-VIEW	
Serial Number:	90566013	NOVASURE	
Serial Number:	90566028	ACESSA	
Serial Number:	90864984	COMPASS	
Serial Number:	90281065	ADVANCED BODY COMPOSITION	
Serial Number:	90814718	RECONSTRUCTIVE LUMPECTOMY	
Serial Number:	90814752	RECONSTRUCTIVE LUMPECTOMY BREAST CANCER	

OP \$790.00 6341904

Property Type	Number	Word Mark
Serial Number:	90538534	BREAST CANCER INDEX
Registration Number:	2847641	SANARUS
Registration Number:	2751327	THE VISIBLE DIFFERENCE IN BREAST CARE
Registration Number:	2837181	VISICA
Registration Number:	3295500	IMARC
Registration Number:	5216661	V2
Serial Number:	88982662	GENIUS AI
Registration Number:	6464268	HOLOGIC CLARITY HD
Serial Number:	97044430	ADVANCED BODY COMPOSITION
Registration Number:	6349184	RAPIDFFN
Registration Number:	6257651	HEALTH
Registration Number:	6214978	THINPREP
Registration Number:	6273759	NOT ANOTHER MINUTE

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1497739
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/12/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 7, 2021 (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, amended as of December 17, 2018 and amended as of September 27, 2021 (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 listed in 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.

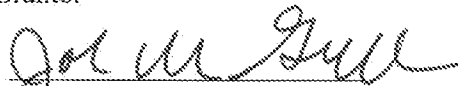
SECTION 4. *Applicable Law.* This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 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: John M. Griffin
Title: General Counsel

BIOETHERANOSTICS, INC.,
as Grantor

By: 
Name: John M. Griffin
Title: President


Accepted and Agreed:

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

By: _____
Authorized Signatory

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

BIOETHERANOSTICS, INC.,
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: Vice President

**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Status	Application No./ Reg. No.	Application/ Registration Date	Grantor
SMARTCURVE	Registered	6,341,904	04-May-21	Hologic, Inc.
I-VIEW	Registered	6,242,776	12-Jan-21	Hologic, inc.
THREE LINES Design (in black and white)	Registered	6,228,483	22-Dec-20	Hologic, Inc.
OMNI WORD MARK	Pending	90/807043	07/01/21	Hologic, Inc.
UNIFI	Registered	6,335,411	27-Apr-21	Hologic, Inc.
SURECARE	Registered	6,329,292	20-Apr-21	Hologic, Inc.
GENIUS	Pending	90/402,458	12/22/20	Hologic, Inc.
GENIUS	Pending	90/530,878	02/16/21	Hologic, Inc.
QUANTRA	Pending	90/600,237	03/24/21	Hologic, Inc.
DIMENSIONS ACCESS	Pending	90/758,865	06/07/21	Hologic, Inc.
ENVISION	Pending	90/788,624	06/22/21	Hologic, Inc.
C-VIEW	Pending	90/874,808	08/10/21	Hologic, Inc.
NOVASURE	Pending	90/566,013	03/08/21	Hologic, Inc.
ACESSA	Pending	90/566,028	03/08/21	Hologic, Inc.
COMPASS	Pending	90/864,984	08/04/21	Hologic, Inc.
ADVANCED BODY COMPOSITION	Pending	90/281,065	10/27/20	Hologic, Inc.
RECONSTRUCTIVE LUMPECTOMY	Pending	90/814,718	07/07/21	Hologic, Inc.
 Reconstructive Lumpectomy Breast Cancer Surgery SHAPE HER FUTURE RECONSTRUCTIVE LUMPECTOMY BREAST CANCER SURGERY SHAPE HER FUTURE (plus design)	Pending	90/814,752	07/07/21	Hologic, Inc.
BREAST CANCER INDEX	Pending	90/538534	02/22/21	Biotheranostics, Inc.
SANARUS	Registered	2,847,641	06/01/04	Hologic, Inc.
THE INVISIBLE DIFFERENCE IN BREAT CARE	Registered	2,751,327	08/12/03	Hologic, Inc.
VISICA	Registered	2,837,181	04/27/04	Hologic, Inc.
IMARC	Registered	3,295,500	09/18/07	Hologic, Inc.
	Registered	5,216,661	06/06/17	Hologic, Inc.
GENIUS AI	Pending	88/982662	01/11/19	Hologic, Inc.
HOLOGIC CLARITY HD	Registered	6,464,268	08/24/21	Hologic, Inc.

ADVANCED BODY COMPOSITION	Pending	97/044430	09/24/21	Hologic, Inc.
RapidfFN	Registered	6,349,184	05/11/21	Hologic, Inc.
	Registered	6,257,651	01/26/21	Hologic, Inc.
THINPREP	Registered	6,214,978	12 /08/20	Hologic, Inc.
NOT ANOTHER MINUTE	Registered	6,273,759	02/16/21	Biotheranostics, Inc.