

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.1)*

TRIPATH IMAGING, INC.

(Name of Issuer)

Common Stock (par value \$0.01 per share)

(Title of Class of Securities)

896942109

(CUSIP Number)

Jeffrey S. Sherman, Esq.
Becton, Dickinson and Company
1 Becton Drive,
Franklin Lakes, New Jersey 07417
(201) 847-6800

Copy to:

Mario A. Ponce, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications)

August 16, 2006

(Date of Event which Requires Filing of this Statement)

If a filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [X]

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 896942109

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Becton, Dickinson and Company
22-0760120

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a)
(b)

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

New Jersey

7 SOLE VOTING POWER

NUMBER OF 2,500,000

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

OWNED BY

0

EACH

9 SOLE DISPOSITIVE POWER

REPORTING

2,500,000

PERSON

10 SHARED DISPOSITIVE POWER

WITH

0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

6.5%

14 TYPE OF REPORTING PERSON*

CO

ITEM 1. SECURITY AND ISSUER.

This Amendment No. 1 amends the statement on Schedule 13D filed on August 14, 2006 by Becton, Dickinson and Company ("BD") relating to the common stock, \$0.01 par value per share, of TriPath Imaging Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 780 Plantation Drive, Burlington, North Carolina 27215.

ITEM 6. CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 is hereby amended and supplemented as follows:

On August 16, 2006, BD and the Issuer executed an exclusivity agreement (the "Exclusivity Agreement") pursuant to which BD and the Issuer have agreed to work in good faith with each other to negotiate a business combination transaction involving BD and the Issuer on an exclusive basis through 11:59 p.m. (New York City time) on August 25, 2006, or such later date as BD and the Issuer may agree in writing (the "Termination Date").

The Issuer has also agreed in the Exclusivity Agreement that prior to the Termination Date, it will not, among other things, solicit any proposal for, or (subject to certain exemptions) participate in discussions relating to, an alternative transaction. A termination fee of \$5,000,000 is payable by the Issuer to BD upon violation of the Exclusivity Agreement by the Issuer or, subject to the terms of the Exclusivity Agreement, in the event that the Issuer takes certain actions permitted by the Exclusivity Agreement and subsequently enters into a definitive agreement, and thereafter consummates, an alternative transaction within a specified period of time after August 16, 2006. This description of the Exclusivity Agreement is qualified in its entirety by reference to the full text of the Exclusivity Agreement which is filed herewith as Exhibit 7.01 and is incorporated by reference into this Item 6.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 7.01 Exclusivity Agreement

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 16, 2006

BECTON, DICKINSON AND COMPANY

By: /s/ Dean J. Paranicas

Name: Dean J. Paranicas
Title: Vice President, Corporate
Secretary and Public
Policy

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Exclusivity Agreement

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Becton, Dickinson and Company
1 Becton Drive,
Franklin Lakes, New Jersey 07417

August 16, 2006

TriPath Imaging, Inc.
780 Plantation Drive,
Burlington, NC 27215

Attention: Paul R. Sohmer, M.D.
Chief Executive Officer

Ladies and Gentlemen:

Becton, Dickinson and Company ("BD") and TriPath Imaging, Inc. (the "Company") are currently exploring the feasibility of a business combination transaction involving BD and the Company (the "Transaction"). As an inducement to each party continuing to pursue the Transaction, the Company and BD agree to work in good faith to negotiate the Transaction with each other on an exclusive basis through 11:59 p.m. (New York City time) on August 25, 2006, or such later date as BD and the Company may agree in writing (the "Termination Date").

From the date hereof until the Termination Date, none of the Company, any of its subsidiaries or any of their respective directors or officers shall (whether directly or indirectly through officers, directors, employees, affiliates, advisors, representatives, agents or other intermediaries), and the Company shall direct and use reasonable best efforts to cause its and its subsidiaries' respective officers, directors, employees, affiliates, advisors, representatives or other agents not to, directly or indirectly, (i) solicit, initiate, knowingly encourage or knowingly facilitate (including by way of furnishing non-public information) any inquiries or the making or submission of any proposal or transaction that constitutes an Acquisition Proposal, (ii) participate or engage in discussions or negotiations with, or disclose any non-public information or data relating to the Company or its subsidiaries or afford access to the properties, books or records of the Company or its subsidiaries to, any person relating to, or who has made or disclosed to the Company that it is contemplating making, an Acquisition Proposal or (iii) accept or recommend an Acquisition Proposal or enter into any agreement, letter of intent or agreement in principle providing for or relating to an Acquisition Proposal or enter into any agreement, letter of intent or agreement in principle requiring the Company to abandon discussions relating to the Transaction, (iv) waive, terminate, modify or fail to enforce any provision of any contractual "standstill" or similar obligation of any person other than BD or (v) agree or publicly propose to do any of the foregoing. Notwithstanding the previous sentence, if at any time prior to the Termination Date, (x) the Company has received a bona fide unsolicited Acquisition Proposal from a third party, then the Company may take any of the actions described in clauses (ii) - (iv) of the previous sentence to the extent that the board of directors of the Company concludes in good faith, after consultation with its independent outside legal and

financial advisors, that failure to take such actions would result in a violation of its fiduciary responsibilities to the Company's stockholders under applicable law.

For purposes of this letter agreement, "Acquisition Proposal" means any inquiry, offer or proposal regarding a merger, consolidation, share exchange, recapitalization, reclassification, liquidation or other business combination involving the Company or any of its subsidiaries that would constitute a "significant subsidiary" of the Company within the meaning of Rule 1.02(w) of Regulation S-X as promulgated by the Securities and Exchange Commission (the "Significant Subsidiaries"), or the acquisition, disposition, purchase, sale or issuance in any manner directly or indirectly of 15% or more of any class of equity securities of, or economic or voting interest in, the Company or any of the Significant Subsidiaries or a substantial portion of the assets of the Company or any of the subsidiaries of the Company taken as a whole, or any tender offer (including self-tenders) or exchange offer that if consummated would result in any person or the stockholders of such person beneficially owning 15% or more of any class of equity securities of, or economic or voting interest in, the Company or any of its Significant Subsidiaries or the surviving parent entity in such transaction, other than the transactions contemplated hereby.

The Company shall immediately cease and cause to be terminated all existing discussions or negotiations with any person and any other activities conducted heretofore with respect to any Acquisition Proposal and will use its reasonable best efforts to enforce any confidentiality, standstill or similar agreement to which the Company or any of its subsidiaries is a party. The Company will promptly (within 24 hours) following the receipt of any Acquisition Proposal advise BD of the substance thereof (including the

identity of the person making, and the terms and conditions of, such Acquisition Proposal) and will keep BD apprised of any related developments, discussions and negotiations on a current basis (and in any event within 48 hours of the occurrence of such developments, discussions or negotiations).

If prior to the Termination Date, the Company violates in any material respect its obligations set forth in the second paragraph of this letter agreement, then the Company shall pay to BD (or its designees) the sum of \$5,000,000 (the "Termination Fee"), on the Termination Date.

If prior to the Termination Date, the Company takes any of the actions described in clauses (ii)-(iv) of the first sentence of the second paragraph of this letter agreement and is otherwise in compliance with the terms of this letter agreement and within 3 months after the date hereof the Company or any of its subsidiaries enters into a definitive agreement with respect to, or consummates, an Acquisition Proposal resulting from the taking of such actions, then the Company shall pay to BD (or its designees), if BD has complied with the terms of this letter, the Termination Fee on the date of the consummation of any such transaction, if any such consummation occurs.

This letter agreement may not be assigned by any party hereto by operation of law or otherwise without the express prior written consent of the other parties hereto. This letter agreement may not be amended or modified except by an instrument in writing signed by each of the parties hereto. This letter agreement may be executed in counterparts and shall be governed by the internal laws of the State of Delaware. The parties hereto agree that irreparable damage

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would occur in the event any provision of this letter agreement was not performed in accordance with the terms hereof, that the parties hereto shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity and that any requirement for the securing or posting of any bond in connection with such remedy is hereby waived.

If the foregoing is acceptable and agreed to by you, please sign on the line provided below to signify such acceptance and agreement.

[Remainder of Page Intentionally Left Blank]

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Sincerely,

Becton, Dickinson and Company

By:/s/ Edward J. Ludwig

Name: Edward J. Ludwig
Title: Chairman of the Board,
President and Chief Executive Officer

Accepted and agreed as of the date first written above:

TriPath Imaging, Inc.

By:/s/ Paul R. Sohmer, M.D.

Name: Paul R. Sohmer, MD.
Title: Chairman, President and CEO

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