

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>JMAR Technologies, Inc.</td> <td></td> <td>05/06/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>JMAR Research, Inc.</td> <td></td> <td>05/06/2009</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>JMAR/SAL Nanolithography, Inc.</td> <td></td> <td>05/06/2009</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>JSI Microelectronics, Inc.</td> <td></td> <td>05/06/2009</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	JMAR Technologies, Inc.		05/06/2009	CORPORATION: DELAWARE	JMAR Research, Inc.		05/06/2009	CORPORATION: CALIFORNIA	JMAR/SAL Nanolithography, Inc.		05/06/2009	CORPORATION: CALIFORNIA	JSI Microelectronics, Inc.		05/06/2009	CORPORATION: CALIFORNIA	
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JSI Microelectronics, Inc.		05/06/2009	CORPORATION: CALIFORNIA																		
RECEIVING PARTY DATA																					
Name:	JMAR, LLC																				
Street Address:	10905 Technology Place																				
City:	San Diego																				
State/Country:	CALIFORNIA																				
Postal Code:	92127																				
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																				
PROPERTY NUMBERS Total: 2																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3027660</td> <td>BIOENTRY</td> </tr> <tr> <td>Serial Number:</td> <td>78670005</td> <td>VERSACAM</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3027660	BIOENTRY	Serial Number:	78670005	VERSACAM												
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CORRESPONDENCE DATA																					
Fax Number:	(312)896-5678																				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																					
Phone:	3124643135																				
Email:	msmolucka@loeb.com																				
Correspondent Name:	Scott J.Giordano/Loeb & Loeb LLP																				
Address Line 1:	345 Park Avenue																				
Address Line 4:	New York, NEW YORK 10154																				
ATTORNEY DOCKET NUMBER:	203891-10159																				
NAME OF SUBMITTER:	Mary Ann Smolucka																				

CH \$65.00 3027660

Signature:	/s/ Mary Ann Smolucka
Date:	05/07/2009
Total Attachments: 4 source=jmar Trademark Assignment#page1.tif source=jmar Trademark Assignment#page2.tif source=jmar Trademark Assignment#page3.tif source=jmar Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of this 6th day of May 2009 ("Effective Date") by JMAR Technologies, Inc., a Delaware corporation ("JMAR"), JMAR Research, Inc., a California corporation ("Research"), JMAR/SAL Nanolithography, Inc., a California corporation ("JMAR/SAL"), and JSI Microelectronics, Inc., a California corporation ("JSP", together with JMAR, Research and JMAR/SAL, each an "Assignor", and collectively, the "Assignors"), to JMAR, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignors are the owners of all right, title and interest in and to certain trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, arising under the laws of the United States, any State or any other country or political subdivision thereof, whether registered, unregistered or at common law, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefore, in the United States Patent and Trademark Office, in any similar office or agency of the United States, any State, and any other country or political subdivision, including but not limited to the registrations, applications and common law trademarks listed on the Schedule attached hereto (collectively, the "Trademarks");

WHEREAS, from time to time, the Assignors have entered into various financing arrangements (the "Loans") with certain lenders (the "Secured Parties") secured, in part, by a security interest granted by the Assignors to the Secured Parties in the Trademarks;

WHEREAS, the Assignors have defaulted on their obligations to the Secured Parties in connection with the Loans and pursuant to and in exercise of the rights of a secured party under the Uniform Commercial Code as enacted in the State of New York, a public sale of substantially all of the assets of the Assignors was conducted (the "Sale");

WHEREAS, the Assignee, as the nominee of the Secured Parties and the successful bidder at the Sale, acquired title to the Assignors' assets and, in accordance with the terms of the Sale, the Assignors are assigning all of their right, title and interest in and to the Trademarks to the Assignee, and the Assignee will be the successor to the ongoing and existing business of the Assignors, or a portion thereof, to which the Trademarks pertain; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignors do hereby assign to the Assignees, free and clear of all liens and other encumbrances, all of Assignors' right, title and interest in, to and under said Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; together with all causes of action the Assignors may have for the infringement of such Trademarks, including all rights the Assignors have to sue and collect damages and payments for claims of past or future infringements of the Trademarks.

2. The parties hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all jurisdictions worldwide, to record the title of the Assignee as owner of all right, title, and interest in and to the Trademarks.

Upon the Assignee's request, the Assignors shall communicate to the Assignee any facts relating to the Trademarks and the history thereof known to the Assignors and shall assist the Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Trademarks and other corresponding rights in the Assignee.

3. The Assignors represent and warrant that they are the owners of the Trademarks, that the Trademarks are being assigned with clear title and have not previously transferred or otherwise encumbered the rights being assigned to the Assignee. The Assignors further represent and warrant that the registrations and applications listed on the attached Schedule are in good standing, valid, and enforceable, and the Assignors have performed all acts and have paid all renewal, maintenance, and other fees and taxes required to maintain each registration and application listed on the attached Schedule in full force and effect.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

5. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of the Assignors and the Assignee.

6. The individuals signing this document on behalf of corporate entities represent and declare that they are authorized to execute this document on behalf of such corporate entities.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first written above.

JMAR TECHNOLOGIES, INC.

By 

Name: Ned Hall
Title: Chief Financial Officer

JMAR RESEARCH, INC.

By 

Name: Ned Hall
Title: Chief Financial Officer

JMAR/SAL NANOLITHOGRAPHY, INC.

By 

Name: Ned Hall
Title: Chief Financial Officer

JSI MICROELECTRONICS, INC.

By 

Name: Ned Hall
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

JMAR, LLC

By: 

Name: David Wessing
Title: Manager

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003984 FRAME: 0121

TRADEMARKS SCHEDULE

Trademark	Owner	Reg./App. Ser. No.
BIOSENTRY	JMAR Technologies, Inc.	Reg. No. 3,027,660
VERSACAM	JMAR Technologies, Inc.	App. Ser. No. 78/670,005
BRIGHTLIGHT	JMAR Technologies, Inc.	Unregistered/common law mark.