

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMAR, LLC		05/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LV Administrative Services, Inc.		
Street Address:	335 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3027660	BIOSENTRY	
Serial Number:	78670005	VERSACAM	
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:	05/08/2009
<p>Total Attachments: 15</p> <p>source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif source=IP Security Agreement#page12.tif source=IP Security Agreement#page13.tif source=IP Security Agreement#page14.tif source=IP Security Agreement#page15.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, the "Agreement"), dated as of May 7, 2009, is made by JMAR, LLC, a Delaware limited liability company (the "Company" or "Grantor"), in favor of LV Administrative Services, Inc., a Delaware corporation, as administrative and collateral agent for the Purchasers (as defined in the Purchase Agreement referred to below) (the "Agent").

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "Purchase Agreement") by and among the Company, the Purchasers party thereto from time to time and the Agent, the Purchasers have agreed to provide financial accommodations to the Company;

WHEREAS, Creditor Parties are willing to enter into the Security Agreement only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the Purchase Agreement.
- (b) When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent Licenses, Trademark Licenses and

Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry;

"Obligations" shall have the meaning provided thereto in the Master Security Agreement.

"PTO" means the United States Patent and Trademark Office and any successor office or agency.

"Patents" means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

"Patent Licenses" means all agreements pursuant to which any Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

"Trademarks" means all trademarks, trade names, corporate names, business names, fictitious business names, Internet Domain Names, trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry.

"Trademark Licenses" mean all agreements pursuant to which any Grantor is licensor or licensee, granting any right to use a Trademark.

"UCC" shall have the meaning provided thereto in the Master Security Agreement.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words "herein", "hereof" and "hereunder" or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term "or" is not exclusive. The term "including" (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this Agreement. All references to any instruments or agreements, including references

to any of this Agreement or the Ancillary Agreements shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Master Security Agreement, the Agent shall have the right to determine which Agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to the Creditor Parties of the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Creditor Parties, a continuing security interest in and Lien upon all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same;
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant of a security interest in (a) any property to the extent that such grant of a security

interest is prohibited by any rule of law, statute or regulation, requires a consent not obtained of any government, governmental body or official or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such rule of law, statute or regulation or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; and (b) any trademark or service mark applications filed in the PTO on the basis of any Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral.

Section 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor represents and warrants to Agent, in addition to the representations and warranties in the Purchase Agreement and Related Agreements, that:

- (a) Such Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any Internet Domain Name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto.
- (b) such Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by such Grantor, and all registrations and applications for such Intellectual Property are standing in the name of such Grantor.
- (c) no Intellectual Property has been licensed or sublicensed by any Grantor to any Affiliate or third party, except under the licenses disclosed in Schedules I to IV hereto.
- (d) all Intellectual Property owned by such Grantor, including the items set forth on Schedules I to IV, and, to such Grantor's knowledge, all Intellectual Property licensed to such Grantor, is subsisting in good standing, valid, and enforceable and such Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by such Grantor in full force and effect.
- (e) such Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material ;

- (f) such Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by such Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services;
- (g) this Agreement is effective to create a valid security interest in favor of Agent, for the benefit of the Creditor Parties, in all of Grantor's Intellectual Property. Upon the (i) filing of this Intellectual Property Security Agreement in the PTO (with respect to the United States Patents set forth on Schedule I hereto and the United States Trademarks set forth on Schedule II hereto), and in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto), and (ii) the filing of all appropriate UCC-1 financing statements, such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Agent's Lien on each Grantor's United States and State Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Agent, from and after the date of this Agreement, and in addition to the covenants in the Purchase Agreement and Related Agreements, that:

- (a) Such Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by such Grantor may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable, or of any adverse determination or development in any proceeding (including the institution of any proceeding) in the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any Internet Domain registry or other registry, or any court, regarding Grantor's ownership of or right to use register, keep and/or maintain any Intellectual Property;
- (b) Such Grantor shall take all actions necessary, or requested by Agent, to maintain and pursue each application, for registration in respect of the Intellectual Property owned by Grantor from time to time, by including filing applications for renewal, affidavits of use, affidavits of noncontestability and the commencement and prosecution of opposition and interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to such Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, such Grantor shall notify Agent promptly after such Grantor learns thereof and shall promptly take all reasonable actions to stop the same and enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are reasonable, or as Agent shall deem appropriate under the circumstances to protect such Grantor's rights in such Intellectual Property.

- (d) Such Grantor shall use statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Such Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by such Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and such Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks; and
- (f) Such Grantor shall take all steps necessary to protect the secrecy of all trade secrets material to its business.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by each Grantor to Agent, for the ratable benefit of the Creditor Parties, pursuant to the Master Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral made and granted herein are more fully set forth in the Master Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the Master Security Agreement.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Each Grantor assumes all responsibility and liability arising from the use of the Intellectual Property and Grantors, jointly and severally, hereby indemnify and hold Agent and each other Creditor Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any Grantor's operations of its business from the use of the Intellectual Property. In any suit, proceeding or action brought by Agent under any Patent License, Trademark License, or Copyright License for any sum owing thereunder, or to enforce any provisions of such License, Grantors will, jointly and severally, indemnify and keep Agent and each other Creditor Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising

out of a breach of any Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such obligations of Grantors shall be and remain enforceable against and only against Grantors and shall not be enforceable against Agent or any other Creditor Party.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the Purchase Agreement and the Related Agreements.

Section 10. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

JMAR, LLC

By: 

Name: David Wessing

Title: Manager

ACCEPTED and ACKNOWLEDGED by:

LV ADMINISTRATIVE SERVICES INC., as Agent

By: _____

Name: Scott Bluestein

Title: Authorized Signatory

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK
REEL: 003984 FRAME: 0407

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SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK

REEL: 003984 FRAME: 0408

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

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

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

United States

Patent No./Ser. No.	Title	Owner
Ser. No. 11/564,777	Systems and methods for detecting radiation, biotoxin, chemical, and biological warfare agents using a multiple angle light scattering (MALS) instrument	JMAR, LLC
Ser. No. 11/564,773	Systems and methods for detecting normal levels of bacteria in water using a multiple angle light scattering (MALS) instrument	JMAR, LLC
Ser. No. 11/539,166	Systems and Methods for Detection and Classification of Waterborne Particles Using a Multiple Angle Light Scattering (MALS) Instrument	JMAR, LLC
Ser. No. 11/336,390	Systems and methods for a scanning boom microscope	JMAR, LLC
Patent No. 5,089,711	Laser Plasma X-Ray Source	JMAR, LLC
Patent No. 5,003,543	Laser Plasma X-Ray Source	JMAR, LLC
Patent No. 7,424,096	Systems and methods for tape advancement in laser produced plasma equipment	JMAR, LLC
Patent No. 7,006,540	Method and System for Providing a Pulse and Laser	JMAR, LLC
Patent No. 6,999,491	High Intensity and High Power Solid State Laser Amplifying System and Method	JMAR, LLC
Patent No. 6,977,383	Method and Apparatus For Generating A Membrane Target For Laser Produced Plasma	JMAR, LLC
Patent No. 6,717,101	Method and Apparatus for Laser Ablation of a Target Material	JMAR, LLC
Patent No. 6,624,431	High Collection Angle Short Wavelength Radiation Collimator and Focusing Optic	JMAR, LLC
Patent No. 6,472,295	Method and Apparatus for Laser Ablation of a Target Material	JMAR, LLC
Patent No. 6,307,913	Shaped source of soft x-ray, extreme ultraviolet and ultraviolet radiation	JMAR, LLC
Patent No. 5,790,574	Low Cost, High Average Power, High Brightness Solid State Laser	JMAR, LLC
Patent No. 6,016,324	Short Pulse Laser System	JMAR, LLC
Patent No.	X-Ray Target Tape System,	JMAR,

5,668,848		LLC
Patent No. 5,491,707	Low Cost, High Average Power High Brightness Solid State Laser	JMAR, LLC
Ser. No. 11/548,678	Multipulse Agile Laser Source For Real Time Spark Spectrochemical Hazard Analysis	JMAR, LLC
Ser. No. 11/453,278	Systems and methods for a multiple angle light scattering (MALS) instrument having two-dimensional detector array	JMAR, LLC
Ser. No. 11/381,346	Systems and methods for a high capture angle, multiple angle light scattering (MALS) instrument	JMAR, LLC
Ser. No. - 11/231,350	Systems and methods for detecting scattered light from a particle using illumination incident at an angle	JMAR, LLC
Ser. No. 09/699,142	Radiation generating system using microtargets and method for using same	JMAR, LLC
Ser. No. 09/516,062	X-Ray source and method for using same	JMAR, LLC
Ser. No. 09/368,896	Device and method to manage thermal effects in laser crystals and dielectric coatings	JMAR, LLC
Ser. No. 11/453,338	Systems and methods for achieving a required spot size for nanoscale surface analysis using soft x-rays	JMAR, LLC
Ser. No. 11/300,552	Method and apparatus for nanoscale surface analysis using soft X-rays	JMAR, LLC
Ser. No. 11/188,398	High intensity and high power solid state laser amplifying system and method	JMAR, LLC
Ser. No. 10/907,321	Morphology and Spectroscopy of Nanoscale Regions using X-Rays Generated by Laser Produced Plasma	JMAR, LLC
Ser. No. 10/816,728	Diode-pumped solid state laser system utilizing high power diode bars	JMAR, LLC
Ser. No. 11/300,552	Method and apparatus for nanoscale surface analysis using soft X-rays	JMAR, LLC
Patent No. 5,539,764	Laser Generated X-ray Source	JMAR, LLC
Patent No. 5,434,875	Low Cost, High Average Power High Brightness Solid State Laser	JMAR, LLC
Patent No. 5,947,957	Portable Laser for Blood Sampling	JMAR, LLC
Patent No. 5,940,418	Solid-State Laser System for Ultra-Violet Micro-Lithography	JMAR, LLC
Patent No. 6,678,759	Glitch Suppression Circuit and Method	JMAR, LLC

Provisional and Other Patent Applications

60/095,375 60/159,521 60/135,639 60/161,891 60/145,489 60/209,438 60/378,847
60/437,647 60/460,315 60/535,334 60/535,307 60/546,353 60/642,293 60/645,647
60/105,861 60/485,843 60/530,335 60/557,364 60/591,410 60/598,966 60/690,535
60/599,203 60/611,185 60/602,742 60/619,892 60/626,905 60/678,354 60/602,696
60/656,724 60/676,730 60/728,678 60/725,455 60/765,522 60/184,395 60/335,135
60/690,329 60/700,593 60/701,842 60/783,975 60/485,843 08/363,751 08/429,589
08/503,373 08/554,561 08/618,990 08/663,476 08/725,749 09/689,539 09/621,027

Foreign

Patent No./Ser. No.	Owner
PCT/US07/85975	JMAR, LLC
PCT/US07/23043	JMAR, LLC
PCT/US07/81127	JMAR, LLC

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS

None.

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.