## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JMAR Technologies, Inc., a Delaware corporation	05/06/2009
JMAR Research, Inc., a California corporation	05/06/2009
JMAR/SAL Nanolithography, Inc., a California corporation	05/06/2009
JSI Microelectronics, Inc., a California corporation	05/06/2009

### RECEIVING PARTY DATA

Name:	JMAR, LLC, a Delaware limited liability company		
Street Address:	10905 Technology Place		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		

#### PROPERTY NUMBERS Total: 83

Property Type	Number
Application Number:	11564777
Application Number:	11564773
Application Number:	11539166
Application Number:	11336390
Patent Number:	5089711
Patent Number:	5003543
Patent Number:	7424096
Patent Number:	7006540
Patent Number:	0699491
Patent Number:	6977383
Patent Number:	6717101
Patent Number:	6624431

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Patent Number:	6472295
Patent Number:	6307913
Patent Number:	5790574
Patent Number:	6016324
Patent Number:	5668848
Patent Number:	5491707
Application Number:	11548678
Application Number:	11453278
Application Number:	11381346
Application Number:	11231350
Application Number:	09699142
Application Number:	09516062
Application Number:	09368896
Application Number:	11453338
Application Number:	11300552
Application Number:	11188398
Application Number:	10907321
Application Number:	10816728
Patent Number:	5539764
Patent Number:	5434875
Patent Number:	5947957
Patent Number:	5940418
Patent Number:	6678759
Application Number:	60095375
Application Number:	60437647
Application Number:	60105861
Application Number:	60599203
Application Number:	60656724
Application Number:	60690329
Application Number:	08503373
Application Number:	60159521
Application Number:	60460315
Application Number:	60485843
Application Number:	60611185
Application Number:	60676730

Application Number:	60700593
Application Number:	08554561
Application Number:	60135639
Application Number:	60535334
Application Number:	60530335
Application Number:	60602742
Application Number:	60728678
Application Number:	60701842
Application Number:	08618990
Application Number:	60161891
Application Number:	60535307
Application Number:	60557364
Application Number:	60619892
Application Number:	60725455
Application Number:	60783975
Application Number:	08663476
Application Number:	60145489
Application Number:	60546353
Application Number:	60591410
Application Number:	60626905
Application Number:	60765522
Application Number:	08725749
Application Number:	60209438
Application Number:	60642293
Application Number:	60598966
Application Number:	60678354
Application Number:	60184395
Application Number:	08363751
Application Number:	09689539
Application Number:	60378847
Application Number:	60645647
Application Number:	60690535
Application Number:	60602696
Annication Number	
Application Number:	60335135

Application Number: 09621027

#### **CORRESPONDENCE DATA**

Fax Number: (312)896-5678

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER: 203891-10159

NAME OF SUBMITTER: Mary Ann Smolucka

**Total Attachments: 6** 

source=jmar patent assignment#page1.tif source=jmar patent assignment#page2.tif source=jmar patent assignment#page3.tif source=jmar patent assignment#page4.tif source=jmar patent assignment#page5.tif source=jmar patent assignment#page6.tif

#### PATENT ASSIGNMENT

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

WHEREAS, Assignors are the owners of all right, title and interest in and to certain patents issued by the United States Patent and Trademark Office ("PTO"), any similar office or agency of the United States, any state, or any other country or political subdivision or other registration, all recordings thereof, and all applications therefor, including but not limited to the patents and patent applications listed on the Schedule attached hereto (collectively, the "Patents");

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 Patents;

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 Patents 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 Patents pertain; and

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

- 1. Assignors do hereby sell, assign and transfer to Assignee, free and clear of all liens or other encumbrances, Assignors' full and exclusive right, title and interest in and to the Patents and all letters patent of the United States to be obtained therefor and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted; together with all causes of action Assignors may have for the infringement of the Patents, including all rights Assignors have to sue and collect damages and payments for claims of past or future infringements of the Patents.
- 2. Assignors also assign all of their right, title, and interest in and to the Patents in all foreign countries, and all applications or registrations for letters patent which may evolve therefrom, including the right to claim International Convention priority.
- 3. 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 Assignee as owner of all right, title, and interest in and to the Patents. Upon Assignee's request, the Assignors shall communicate to Assignee any facts relating to the Patents and the history thereof known to the Assignors and shall assist Assignee and execute any further documents, filings or notices to vest full title and interest in and to the Patents and other corresponding rights in the Assignee.

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- 4. The Assignors represent and warrant that they are the owners of the Patents, that the Trademarks are being assigned with clear title and have not previously transferred or otherwise encumbered the rights being assigned to Assignee. The Assignors further represent and warrant that the patents and patent 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.
- 5. 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.
- 6. 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.
- 7. 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.

Зу:\_\_\_\_\_

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

Name: David Wessing

Title: Manager

SIGNATURE PAGE TO PATENT ASSIGNMENT

# PATENTS SCHEDULE

## **United States**

Patent No./Ser. No.	·		
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 Technologies, Inc.	
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 Technologies, Inc.	
Ser. No. 11/539,166	Systems and Methods for Detection and Classification of Waterborne Particles Using a Multiple Angle Light Scattering (MALS) Instrument	JMAR Technologies, Inc.	
Ser. No. 11/336,390	Systems and methods for a scanning boom microscope	JMAR Technologies, Inc.	
Patent No. 5,089,711	Laser Plasma X-Ray Source	JMAR Technologies, Inc.	
Patent No. 5,003,543	Laser Plasma X-Ray Source	JMAR Technologies, Inc.	
Patent No. 7,424,096	Systems and methods for tape advancement in laser produced plasma equipment	JMAR Research, Inc.	
Patent No. 7,006,540	Method and System for Providing a Pulse and Laser	JMAR Research, Inc.	
Patent No. 6,999,491	High Intensity and High Power Solid State Laser Amplifying System and Method	JMAR Research, Inc.	
Patent No. 6,977,383	Method and Apparatus For Generating A Membrane Target For Laser Produced Plasma	JMAR Research, Inc.	
Patent No. 6,717,101	Method and Apparatus for Laser Ablation of a Target Material	JMAR Research, Inc.	
Patent No. 6,624,431	High Collection Angle Short Wavelength Radiation Collimator and Focusing Optic	JMAR Research, Inc.	
Patent No. 6,472,295	Method and Apparatus for Laser Ablation of a Target Material	JMAR Research, Inc.	
Patent No. 6,307,913	Shaped source of soft x-ray, extreme ultraviolet and ultraviolet radiation	JMAR Research, Inc.	
Patent No. 5,790,574	Low Cost, High Average Power, High Brightness Solid State Laser	JMAR Research, Inc.	
Patent No. 6,016,324	Short Pulse Laser System	JMAR Research, Inc.	
Patent No. 5,668,848	X-Ray Target Tape System,	JMAR Research, Inc.	
Patent No. 5,491,707	Low Cost, High Average Power High Brightness Solid State Laser	JMAR Research, Inc.	

NY777435.2 203891-10159

**PATENT** 

Ser. No.	Multipulse Agile Laser Source For Real Time Spark	JMAR Research, Inc.
11/548,678	Spectrochemical Hazard Analysis	
Ser. No.	Systems and methods for a multiple angle light	JMAR Research, Inc.
11/453,278	scattering (MALS) instrument having two-dimensional	
	detector array	
Ser. No.	Systems and methods for a high capture angle, multiple	JMAR Research, Inc.
11/381,346	angle light scattering (MALS) instrument	,
Ser. No.	Systems and methods for detecting scattered light from	JMAR Research, Inc.
11/231,350	a particle using illumination incident at an angle	
Ser. No.	Radiation generating system using microtargets and	JMAR Research, Inc.
09/699,142	method for using same	
Ser. No.	X-Ray source and method for using same	JMAR Research, Inc.
09/516,062		
Ser. No.	Device and method to manage thermal effects in laser	JMAR Research, Inc.
09/368,896	crystals and dialectric coatings	, mio.
Ser. No.	Systems and methods for achieving a required spot	JMAR Research, Inc.
11/453,338	says for nanoscale surface analysis using soft x-rays	The state of the s
Ser. No.	Method and apparatus for nanoscale surface analysis	JMAR Research, Inc.
11/300,552	using soft X-rays	71111 III 1100001011, 1110.
Ser. No.	High intensity and high power solid state laser	JMAR Research, Inc.
11/188,398	amplifying system and method	
Ser. No.	Morphology and Spectroscopy of Nanoscale Regions	JMAR Research, Inc.
10/907,321	using X-Rays Generated by Laser Produced Plasma	ora ne ressouron, mo.
Ser. No.	Diode-pumped solid state laser system utilizing high	JMAR Research, Inc.
10/816,728	power diode bars	112 1200001011, 1110.
Ser. No.	Method and apparatus for nanoscale surface analysis	JMAR Research, Inc.
11/300,552	using soft X-rays	-2.22 III 11000u10ii, IIIV.
Patent No.	Laser Generated X-ray Source	JAMAR Technology
5,539,764		Co.
Patent No.	Low Cost, High Average Power High Brightness Solid	JAMAR Technology
5,434,875	State Laser	Co.
Patent No.	Portable Laser for Blood Sampling	JMAR Technology
5,947,957	·····	Co.
Patent No.	Solid-State Laser System for Ultra-Violet Micro-	JMAR Technology
5,940,418	Lithography	Co.
Patent No.	Glitch Suppression Circuit and Method	JMAR/SAL
6,678,759	and talefflog	
-, 0,.00	<u> </u>	NanoLithography, Inc.

# 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

## <u>Foreign</u>

Patent No./Ser. No.	Owner	
PCT/US07/85975	JMAR Technologies, Inc.	
PCT/US07/23043	JMAR Research, Inc.	
PCT/US07/81127	JMAR Research, Inc.	<b>3</b> 5

NY777435.2 203891-10159

**PATENT** 

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