

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molina Healthcare, Inc.		03/09/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1455 Market Street		
Internal Address:	Cassandra McCain		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	National Association: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1993533	WEE CARE	
CORRESPONDENCE DATA			
Fax Number:	(312)849-3064		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	smatheny@meguirewoods.com		
Correspondent Name:	McGurieWoods LLP		
Address Line 1:	100 North Tryon Street Suite 2900		
Address Line 2:	Stephen Matheny		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Stephen C. Matheny		
Signature:	/Stephen C. Matheny/		
Date:	08/12/2005		

Total Attachments: 2

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 REEL: 003139 FRAME: 0818**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT NO. 1**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO.1, dated as of March 9, 2005 (this "IP Supplement") supplements that certain Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of March 19, 2003, among MOLINA HEALTHCARE, INC., a Delaware corporation (formerly a California corporation)(the "Borrower"), the other Persons signatory thereto (such Persons together with the Borrower, the "Grantors") and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Secured Parties, recorded with the United States Patent and Trademark Office on April 3, 2003 at Reel/Frame 002708/0465.

WHEREAS, on the date hereof, Grantors and the Administrative Agent amended and restated the existing security agreement dated as of March 19, 2003 (as amended and restated, and as subsequently amended, restated, amended and restated or otherwise modified from time to time, the "Security Agreement") to confirm their grant of a security interest in the existing Collateral to the Administrative Agent and to grant a security interest in the additional Collateral identified therein. Such additional Collateral includes the supplemental intellectual property collateral identified herein on Schedule A (the "Supplemental Trademark"). Capitalized terms used herein without further definition have the meanings set forth in the Security Agreement referred to above.

NOW, THEREFORE:

1. In addition to the existing Collateral and pursuant to the Security Agreement, the Administrative Agent has been granted a security interest in and to all of such Grantor's right, title, and interest in the Supplemental Trademark and to (i) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Supplemental Trademark, with the right, but not the obligation, to sue for and collect, or otherwise, such damages; and (ii) any and all proceeds of the foregoing. All rights and remedies of the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement.

2. Pursuant to Section 1 of the IP Security Agreement, the Grantors hereby add the Supplemental Trademark identified on Schedule A hereto to the existing Schedule A to the IP Security Agreement.

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SUPPLEMENTAL SCHEDULE A
to IP Security Agreement

Item A. **Trademarks**

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Molina Healthcare, Inc.	California	Wee Care	1,993,53	8/8/1995

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