

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.		09/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	1420 Fifth Avenue, 9th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2555014		
Registration Number:	3361353	BOOK BUDDIES	
Registration Number:	3758578	DR. CLEO'S COOL CAT CLUB	
Registration Number:	3847308	HEALTH PAS	
Registration Number:	2549167	MOLINA	
Registration Number:	3292610	MOLINA ADVANTAGE	
Registration Number:	2619592	MOLINA HEALTHCARE	
Registration Number:	3694941	MOLINA MEDICAL	
Registration Number:	2619593	MOLINA MEDICAL CENTERS	
Registration Number:	3752294	MOLINA MEDICARE	
Registration Number:	3752296	MOLINA MEDICARE OPTIONS	
Registration Number:	3752295	MOLINA MEDICARE OPTIONS PLUS	
Registration Number:	3883803	MOLINA MEDICARE SMARTSAVER	
Registration Number:	2759081	THE GAME OF WORK	

CH \$465.00 2555014

Serial Number:	77787382	HEALTHY ADVANTAGE BY MOLINA MEDICARE
Serial Number:	77939180	MOLINA MEDICAID SOLUTIONS
Serial Number:	85354138	MOLINA PATHWAYS
Serial Number:	85354161	MOLINA PATHWAYS

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30240
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NAME OF SUBMITTER:	Dusan Clark
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Signature:	/Dusan Clark/
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Date:	09/13/2011
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 9, 2011 (this "Agreement"), among MOLINA HEALTHCARE, INC., a Delaware corporation (the "Borrower"), the other Persons (such capitalized term and all other capitalized terms not otherwise defined herein to have the meanings provided for in the Security Agreement referred to below) identified in the signature page hereof (the Borrower and such other Persons are each referred to herein, individually, as a "Grantor" and, collectively, as the "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Security Agreement dated as of September 9, 2011 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent and in order to obtain the benefits referred to therein, each Grantor has granted to the Administrative Agent a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, each Grantor and the Administrative Agent agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"), whether now owned or from time to time after the date hereof owned or acquired by such Grantor::

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto opposite the name of such Grantor, including the goodwill associated with the trademarks and service marks, as Schedule A may be supplemented from time to time by supplements to the Security Agreement and this Agreement which may be executed and delivered by such Grantor to the Administrative Agent from time to time (the "Trademarks");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds and products of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures

the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

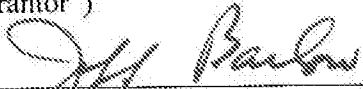
MOLINA HEALTHCARE, INC.
("Borrower")

By: 
Name: Jeffrey D. Barlow
Title: Senior Vice President,
General Counsel and Secretary

Address for notices to any Grantor:
c/o Molina Healthcare, Inc.

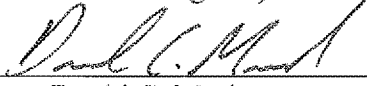
200 Oceangate, Suite 100
Long Beach, California 90802
Attention: John C. Molina
Facsimile: 562-495-7770

**MOLINA INFORMATION SYSTEMS,
LLC, dba MOLINA MEDICAID
SOLUTIONS**
("Grantor")

By: 
Name: Jeffrey D. Barlow
Title: Secretary

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent
("Administrative Agent")

By: _____


Name: David C. Mruk
Title: Vice President

**Address for notices to
Administrative Agent:**

1420 Fifth Avenue, 9th Floor
Seattle, Washington 98101
Attention: Sarah Adams
Facsimile: (206) 587-7022

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 004622 FRAME: 0077

SCHEDULE A
to
Intellectual Property Security Agreement

A. Trademarks

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
The Borrower	United States	“Molina Logo” (three people)	2,555,014	04/02/2002
The Borrower	United States	Book Buddies	3,361,353	01/01/2008
The Borrower	United States	Dr. Cleo’s Cool Cat Club	3,758,578	03/09/2010
The Borrower	Canada	Express Referral	056,763	10/03/2002
The Borrower	United States	HEALTH PAS	3,847,308	09/14/2010
The Borrower	United States	Molina	2,549,167	03/19/2002
The Borrower	United States	Molina Advantage	3,292,610	09/18/2007
The Borrower	United States	Molina Healthcare	2,619,592	09/17/2002
The Borrower	United States	Molina Medical	3,694,941	10/13/2009
The Borrower	United States	Molina Medical Centers	2,619,593	09/17/2002
The Borrower	United States	Molina Medicare	3,752,294	02/23/2010
The Borrower	United States	Molina Medicare Options	3,752,296	02/23/2010
The Borrower	United States	Molina Medicare Options Plus	3,752,295	02/23/2010
The Borrower	United States	Molina Medicare SmartSaver	3,883,803	11/30/2010
The Borrower	Canada	motherhood matters [sic]	056,774	10/07/2002
The Borrower	United States	The Game of Work	2,759,081	09/02/2003

Unregistered Trademarks

<u>Grantor</u>	<u>Trademark</u>
The Borrower	Breathe With Ease
The Borrower	ChoicePartners Medicare by Molina Medicare
The Borrower	Healthy Living With Diabetes
The Borrower	Heroes in Healthcare
The Borrower	NurseAdvice
The Borrower	TeleSalud

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Borrower	United States	Healthy Advantage by Molina Medicare	77/787382	10/14/2009
The Borrower	United States	Molina Medicaid Solutions	77/939180	02/18/2010
The Borrower	United States	Molina Pathways (name only)	85354138	06/23/2011
The Borrower	United States	Molina Pathways (with design)	85354161	06/23/2011

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None					

B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					