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PATENT & TRADEMARK OFFICE

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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Molina Healthcare, Inc.

4.3.03

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: CA5-701-05-19
Street Address: 1455 Market Street
City: San Francisco State: CA Zip: 94103

- [ ] Individual(s) citizenship
- [x] Association National Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 03/19/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) Not applicable

B. Trademark Registration No.(s) 2,549,167 056774 2,619,593 2,619,592 2,555,014 056763

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: McGuireWoods LLP
Internal Address: Attention: Willie Robinson
Street Address: 100 North Tryon Street, Suite 2900
City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$ 165.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Willie H. Robinson, Jr. — Name of Person Signing
Signature
4/1/03 — Date

Total number of pages including cover sheet, attachments, and document: 7

04/08/2003 ECOOPER 00000040 2549167
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 19, 2003 (this "Agreement"), among MOLINA HEALTHCARE, INC., a California 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 BANK OF AMERICA, N.A., as administrative agent and collateral 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 March 19, 2003 (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 Guarantor'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"):

(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, 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 of the foregoing.

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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: John C. Molina
Title: Executive Vice President

Address for notices to any Grantor:
c/o **Molina Healthcare, Inc.**
One Golden Shore Drive
Long Beach, CA 90802
Attention: John C. Molina, Executive Vice President
Telephone: (562) 435-3666, Ext. 1128
Facsimile: (562) 495-7770

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By: _____
Name:
Title:

Address for notices to Administrative Agent:
Bank of America, N.A.
Agency Management
1455 Market Street
Mail Code: CA5-701-05-19
San Francisco, CA 94103
Attention: Cassandra McCain
Telephone: 415-436-3400
Facsimile: 415-503-5133

With a copy to:
Bank of America, N.A.
Healthcare Portfolio Management
100 North Tryon Street
Mail Code: NC1-007-17-11
Charlotte, NC 28255
Attention: Joseph Corah
Telephone: 704-386-5976
Facsimile: 704-388-6002

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:
Title:

Address for notices to any Grantor:
c/o **Molina Healthcare, Inc.**
One Golden Shore Drive
Long Beach, CA 90802
Attention: John C. Molina, Executive Vice President
Telephone: (562) 435-3666, Ext. 1128
Facsimile: (562) 495-7770

BANK OF AMERICA, N.A.,
as Administrative Agent
("Administrative Agent")

By:_____
Name: Joseph L. Corah
Title: Principal

Address for notices to Administrative Agent:
Bank of America, N.A.
Agency Management
1455 Market Street
Mail Code: CA5-701-05-19
San Francisco, CA 94103
Attention: Cassandra McCain
Telephone: 415-436-3400
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With a copy to:
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Charlotte, NC 28255
Attention: Joseph Corah
Telephone: 704-386-5976
Facsimile: 704-388-6002

STATE OF California
COUNTY OF Los Angeles

I, Mona Rene Scott, a Notary Public for said County and State, do hereby certify that John C. Molina personally came before me this day and acknowledged that (~~s~~)he is Executive Vice Pres. of Molina Healthcare, Inc., a California corporation, and acknowledged, on behalf of Molina Healthcare, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this the 18th day of March, 2003.

(Official Seal)

MONA RENE SCOTT
Commission # 1255608
Notary Public - California
Los Angeles County
My Comm. Expires Mar 4, 2004

Mona Rene Scott
Notary Public

My Commission expires March 4, 2004

SCHEDULE A
to Security Agreement

Item A. **Trademarks**

Registered Trademarks

Grantor	Country	Trademark	Registration No.	Registration Date
Molina Healthcare, Inc.	United States	Molina	2,549,167	3/19/2002
Molina Healthcare, Inc.	United States	Molina Medical Centers	2,619,593	9/17/2002
Molina Healthcare, Inc.	United States	Molina Healthcare	2,619,592	9/17/2002
Molina Healthcare, Inc.	United States	"Molina Logo" (three people)	2,555,014	4/2/2002
Molina Healthcare, Inc.	California	Express Referral	056763	11/1/2002
Molina Healthcare, Inc.	California	Motherhood Matters	056774	11/1/2002

Pending Trademark Applications

Grantor	Country	Trademark	Serial No.	Filing Date
None				

Trademark Applications in Preparation

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

Item B. **Trademark Licenses**

Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date
None					

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