OIPE JC149 APR 0 8 2003 PATENT & TRADEMARK OFFICE

OIPE JC149 APR 0 7 2003 PATENT & TRADEMARK OFFICE

04-10-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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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.

4-7-03

- [ ] 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. | | 4/1/03 |
|---|---|---|
| Name of Person Signing | Signature | Date |

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

**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.

**WITNESSETH:**

**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
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

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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MCGUIREWOODS LLP VENDOR: USPAT **CHECK NO.: 107227**

| REF. # | INV. # | DATE | INVOICE AMOUNT | INVOICE DESCRIPTION | AMOUNT PAID |
|---|---|---|---|---|---|
| 1038450 | 040103 | 04-01-03 | 165.00 | Return check to Willie Robinson- Charlotte Office | 165.00 |

Total Amount of Check: 165.00

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

McGUIREWOODS

107227

CHECK AMOUNT

**********165.00

ONE HUNDRED SIXTY-FIVE AND 00/100 Dollars

PAY TO THE ORDER OF U.S. Patent & Trademark Office

Washington, D.C.

TWO SIGNATURES REQUIRED IF OVER $10,000.00

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈107227⑈ ⑆061112788⑆ 003299809972⑈

TRADEMARK

REEL: 002709 FRAME: 0319

McGuireWoods LLP
Bank of America Corporate Ctr.
100 North Tryon Street
Suite 2900
Charlotte, NC 28202
Phone: 704.373.8999
Fax: 704.373.8935
www.mcguirewoods.com

Willie Robinson
Direct: 704.373.8845

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PATENT & TRADEMARK OFFICE

McGUIREWOODS

wrobinson@mcguirewoods.com
Direct Fax: 704.373.6258

OIPE JC146
APR 0 7 2003
PATENT & TRADEMARK OFFICE

April 3, 2003

**VIA OVERNIGHT MAIL**

Commissioner of Patent and Trademarks
Box Assignments
Washington, DC 20231

Re: Molina Healthcare, Inc.

Dear Sir or Madam:

With respect to the above referenced matter, please find enclosed for recordation, the executed cover sheet to the Security Agreement conveyance.

It has come to our attention that the item number 9 on the Recordation Coversheet previously submitted to you was forwarded to you unexecuted. We are forwarding an executed Recordation Coversheet to you at this time.

Please note that on April 3, 2003, you should have received under separate cover the trademark recordation documents granting a security interest in six (6) registered trademarks as noted in the Intellectual Property Security Agreement between Molina Healthcare, Inc. and Bank of America, N.A. as Administrative Agent. In addition, you should have received our check in the amount of $165.00 to cover the recording fees. For your convenience we have attached a copy of the items sent you on April 3, 2003.

We respectfully request that the enclosed executed coversheet become a part of the filing. We apologize for any inconvenience our error may have caused. If you require any further information or have any questions, please do not hesitate to contact me at the above number. Thank you.

Very truly yours,

Willie H. Robinson, Jr.
Legal Assistant

Enclosures

McGuireWoods LLP
Bank of America Corporate Ctr.
100 North Tryon Street
Suite 2900
Charlotte, NC 28202
Phone: 704.373.8999
Fax: 704.373.8935
www.mcguirewoods.com

Willie Robinson
Direct: 704.373.8845

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McGUIREWOODS

wrobinson@mcguirewoods.com
Direct Fax: 704.373.6258

OIPE JC149
APR 0 7 2003
PATENT & TRADEMARK OFFICE

April 1, 2003

**VIA OVERNIGHT MAIL**

Commissioner of Patent and Trademarks
Box Assignments
Washington, DC 20231

Dear Sir or Madam:

Enclosed for recordation is the following document:

(i) Intellectual Property Security Agreement between Molina Healthcare, Inc. and others as Borrowers and Bank of America, N.A. as Administrative Agent, granting a security interest in six (6) registered trademarks.

Also enclosed is a check in the amount of $165.00 to cover the recording fees. Please record the enclosed document and return proof of recordation to me at the above address.

If you require any further information please contact me at the above number. Thank you.

Very truly yours,

Willie H. Robinson, Jr.
Legal Assistant

Enclosures

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APR 0 8 2003
PATENT & TRADEMARK OFFICE

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

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

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

OIPE JC146
APR 0 7 2003
PATENT & TRADEMARK OFFICE

1. Name of conveying party(ies):

Molina Healthcare, Inc.

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

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

2. Name and address of receiving party(ies)

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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)
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- [ ] Merger
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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

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