

04-10-2003



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

RECORDATION COVER SHEET TRADEMARKS C

RCE Office

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
 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 _____
 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 No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 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 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
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
 Willie H. Robinson, Jr. _____ Date: 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.

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: John C. Molina
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

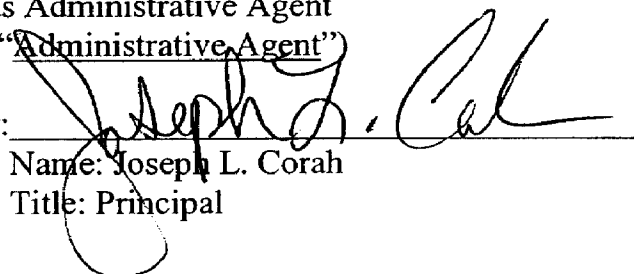
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MOLINA HEALTHCARE, INC.
("Borrower")

By: _____
Name:
Title:

Address for notices to any Grantor:
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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

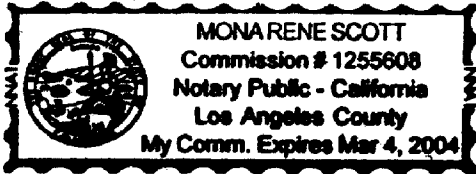
With a copy to:
Bank of America, N.A.
Healthcare Portfolio Management
100 North Tryon Street
Mail Code: NC1-007-17-11
Charlotte, NC 28255
Attention: Joseph Corah
Telephone: 704-386-5976
Facsimile: 704-388-6002

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
Notary Public

My Commission expires March 4, 2004

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.	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

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None				

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					

Item 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					

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

107227

STU

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

Elizabeth H. Banks
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



McGUIREWOODS

Willie Robinson
Direct: 704.373.8845

wrobinson@mcguirewoods.com
Direct Fax: 704.373.6258



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

TRADEMARK
REEL: 002709 FRAME: 0320

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



McGUIREWOODS

Willie Robinson
Direct: 704.373.8845

wrobinson@mcguirewoods.com
Direct Fax: 704.373.6258

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



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

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.

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

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

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: 03/19/2003

2. Name and address of receiving party(ies)

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Internal Address: CA5-701-05-19

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Corporation-State
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(Designations must be a separate document from assignment)
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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

- 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

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RECORDED: 04/07/2003

TRADEMARK REEL: 002709 FRAME: 0322