

U.S. PATENT AND TRADEMARK OFFICE

Docket No.:

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2006)

OFFICE OF PUBLIC RECORDS

07-31-2003

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

7-28-03

RECORD 1 FINANCE SECTION



102512381

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 California, Other

Additional name(s) of conveying party(ies) attached? [] yes [X] no

2. Name and address of receiving party(ies):

Name: Molina Healthcare, Inc. Internal Address: One Golden Shore Drive Long Beach, California 90802

Street Address: same as above

City, State, ZIP

OFFICE OF PUBLIC RECORDS 2003 JUL 28 AM 9:09 FINANCE SECTION

3. Name of Conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 26, 2003

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] yes [X] no

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? [] yes [X] no

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2549167, 2619593, 2619592, 2555014

Additional numbers attached? [] yes [X] no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rami S. Yanni Internal Address: McDermott, Will & Emery

07/30/2003 6TOML1 00000152 501946 2549167

01 FC:0521 40.00 DA 02 FC:0522 75.00 DA

Street Address: 2049 Century Park East, 34th Fl.

City: Los Angeles State: California ZIP 90067-3208

6. Total number of applications and registrations involved: 4 registrations

7. Total fee (37 CFR 3.41):.....\$??.00 (\$40.00 for the first trademark, \$25.00 for each additional mark.)

- Inclosed, Authorized to be charged to deposit account

8. Deposit account number:

501946

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rami S. Yanni

Name of Person Signing

Signature

7-23-03

Date

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

**CERTIFICATE OF CORRECTION
TO THE AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
MOLINA HEALTHCARE, INC., a California corporation
and
MOLINA HEALTHCARE, INC., a Delaware corporation**

Molina Healthcare, Inc., a Delaware corporation (the "Surviving Corporation"), and
Molina Healthcare, Inc., a California corporation (the "Disappearing Corporation"), do hereby
certify:

1. That an Agreement and Plan of Merger by and between the Surviving Corporation and the Disappearing Corporation was filed with the Secretary of State of Delaware on June 10, 2003 (the "Merger Agreement"), and that said Merger Agreement requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.
2. The inaccuracy or defect of said Merger Agreement to be corrected is that the effective date of the merger described in the Merger Agreement should be June 26, 2003.
3. Section 2(b) of the Agreement is hereby corrected to read as follows:

"The Merger will be effective on June 26, 2003 (the "Effective Date")."

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Correction as of this 25th day of June, 2003.

MOLINA HEALTHCARE, INC., a Delaware corporation

By: 

Name: Mark L. Andrews
Title: Secretary

MOLINA HEALTHCARE, INC., a California corporation

By: _____

Name: J. Mario Molina
Title: Chief Executive Officer and President

By: 

Name: Mark L. Andrews
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Correction
as of this 25th day of June, 2003.

MOLINA HEALTHCARE, INC., a Delaware
corporation

By: _____
Name: Mark L. Andrews
Title: Secretary

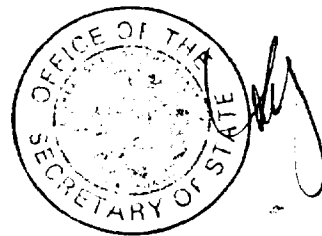
MOLINA HEALTHCARE, INC., a California
corporation

By: Joseph M. Molina MD
Name: J. Mario Molina
Title: Chief Executive Officer and President

By: _____
Name: Mark L. Andrews
Title: Secretary



LA 11297631-1061 2013



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL - 1 2003



Kevin Shelley
Secretary of State

A0598340

Delaware

The First State

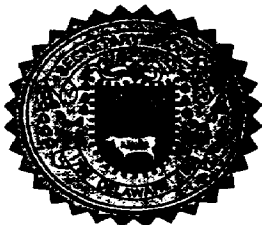
ENDORSED - FILED
in the office of the Secretary of State
of the State of California

PAGE 1 JUN 30 2003

KEVIN SHELLEY
Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "MOLINA HEALTHCARE, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2003, AT 10:35 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3551135 8100

030422294

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2496720

DATE: 06-26-03

TRADEMARK

REEL: 002791 FRAME: 0539

00708296

Delaware

ENDORSED - FILED
In the office of the Secretary of State
PAGE of the State of California

The First State

JUN 13 2003

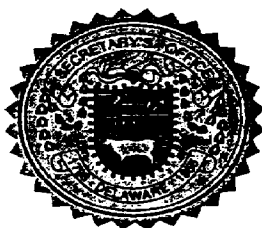
KEVIN SHELLEY
Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"MOLINA HEALTHCARE, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "MOLINA HEALTHCARE, INC." UNDER THE NAME OF "MOLINA HEALTHCARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF JUNE, A.D. 2003, AT 4:39 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3551135 8100M

030383072

AUTHENTICATION: 2464772

DATE: 06-11-03

TRADEMARK

REEL: 002791 FRAME: 0540

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
MOLINA HEALTHCARE, INC., a California corporation
AND
MOLINA HEALTHCARE, INC., a Delaware corporation**

This Agreement and Plan of Merger (this "Agreement") is entered into as of July 25, 2002 by and between Molina Healthcare, Inc., a California corporation (the "Disappearing Corporation"), and Molina Healthcare, Inc., a Delaware corporation and wholly-owned subsidiary of Molina Healthcare, Inc. (the "Surviving Corporation").

RECITALS

WHEREAS, the Disappearing Corporation and the Surviving Corporation desire to merge (the "Merger");

WHEREAS, Section 252 of the General Corporation Law of the State of Delaware (the "DGCL") authorizes the merger of a Delaware corporation with a California corporation;

WHEREAS, Section 1108 of the California Corporations Code (the "CCC") authorizes the merger of a California corporation with a Delaware corporation;

WHEREAS, the Disappearing Corporation has authorized capital consisting of (a) 5,000,000 shares of Common Stock ("Disappearing Corporation Common Stock") (none of which is divided into classes) and (b) 1,000,000 shares of Preferred Stock (collectively with Disappearing Corporation Common Stock, "Disappearing Corporation Stock");

WHEREAS, the Surviving Corporation has authorized capital consisting of 80,000,000 shares of Common Stock ("Surviving Corporation Common Stock") (none of which is divided into classes) and 20,000,000 shares of Preferred Stock (collectively with the Surviving Corporation Common Stock, "Surviving Corporation Stock"); and

WHEREAS, the Disappearing Corporation and the Surviving Corporation intend that the Merger shall qualify as a tax-free exchange pursuant to Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. The Surviving Corporation's Certificate of Incorporation will not be affected by the Merger.
2. The terms and conditions of the Merger are as follows:
 - a. On the Effective Date (defined below), (i) the Disappearing Corporation shall be merged with and into the Surviving Corporation and the Surviving Corporation shall be the sole surviving entity of the Merger, (ii) the separate existence of the Disappearing Corporation shall cease, (iii) subject to all the restrictions, disabilities and duties of the Disappearing

Corporation, the Disappearing Corporation's property, rights, privileges, powers and franchises, and all debts due to the Disappearing Corporation and each and every other interest of the Disappearing Corporation shall be vested in and devolved upon the Surviving Corporation without further act or deed, and title to any real estate vested by deed or otherwise, under the laws of Delaware, in the Disappearing Corporation, shall not revert or be in any way impaired by reason of this Merger, (iv) all the rights of creditors and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation, (v) all corporate acts, plans, policies, contracts, approvals and authorizations of the Disappearing Corporation and its shareholders, board of directors and committees elected or appointed by the board of directors, officers and agents that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as such acts, plans, policies, contracts, approvals and authorizations were with respect to the Disappearing Corporation and (vi) the directors and officers of the Surviving Corporation on the Effective Date shall continue to be the directors and officers of the Surviving Corporation; and

- b. The Merger will be effective immediately prior to the effectiveness of the registration statement in respect of the initial public offering of Surviving Corporation Common Stock or at such other time as the Board of Directors of each corporation instruct the filing of a Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").
3. On the Effective Date, the manner of converting the shares of Disappearing Corporation Stock into shares of Surviving Corporation Stock shall be as follows:
 - a. all shares of Disappearing Corporation Common Stock, by virtue of the Merger and without any action on the part of the holder thereof, shall no longer be outstanding and shall at such time be cancelled and retired and shall cease at such time to exist, and each holder of a certificate which prior to the Effective Date validly evidenced any such Disappearing Corporation Common Stock shall thereafter cease to have any rights with respect to such Disappearing Corporation Common Stock, except the rights granted such holders to receive Surviving Corporation Common Stock as set forth in clause (b) of this Section 3;
 - b. Each holder of one share of Disappearing Corporation Common Stock (rounded up or down to the nearest whole share) shall receive forty (40) shares of Surviving Corporation Common Stock (or such other number as may be determined by the Board of Directors so long as all holders of Disappearing Corporation Common Stock receive the same proportionate number of shares of Surviving Corporation Common Stock) (rounded up or down to the nearest whole share) and the Surviving Corporation hereby agrees to deliver to each holder of Disappearing Corporation Common Stock one or more stock certificates of the Surviving Corporation evidencing such number of shares of Surviving

Corporation Common Stock after the Merger;

- c. Each share of Disappearing Corporation Stock owned directly or indirectly by the Disappearing Corporation as treasury stock or otherwise, shall, by virtue of the Merger and without any action on the part of the Disappearing Corporation, no longer be outstanding and shall at such time be cancelled and retired and shall cease to exist without payment of any consideration therefor;
 - d. Each outstanding share of Surviving Corporation Stock outstanding immediately prior to the Merger shall no longer be outstanding and shall at such time be cancelled and retired and shall cease to exist without payment of any consideration therefor; and
 - e. Each option to acquire one (1) share of Disappearing Corporation Common Stock that is outstanding immediately prior to the effectiveness of the Merger shall be converted into an option to acquire forty (40) shares of Surviving Corporation Common Stock (or such other number as has been determined in accordance with Section 3(b) above) in accordance with Section 10 of the 2002 Equity Incentive Plan, Section 14 of the 2002 Employee Stock Purchase Plan and the Company's Omnibus Stock and Incentive Plan, and when such options have been exercised to acquire Surviving Corporation Common Stock, the Surviving Corporation shall deliver to each holder thereof one or more stock certificates of the Surviving Corporation evidencing such exercised shares of Surviving Corporation Common Stock.
4. Each party hereto agrees to execute and deliver such instruments and other documents and take such further action as may be necessary or advisable to fulfill the intent and purposes of this Agreement.
 5. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.
 6. Notwithstanding the foregoing, this Agreement may be terminated by the Board of Directors of the Surviving Corporation as permitted by the DGCL or the Board of Directors of the Disappearing Corporation as permitted by the CCC.

Signatures to Follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the first date written above.

MOLINA HEALTHCARE, INC.,
a Delaware corporation

By: Joseph M. Molina M.D.
J. Mario Molina, M.D.
Chief Executive Officer and President

MOLINA HEALTHCARE, INC.,
a California corporation

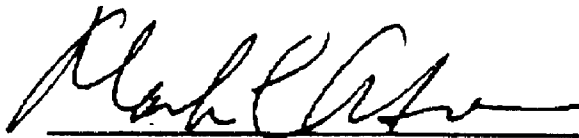
By: Joseph M. Molina M.D.
J. Mario Molina, M.D.
Chief Executive Officer and President

By: Mark L. Andrews
Mark L. Andrews
Secretary

CERTIFICATE OF SECRETARY

I, Mark L. Andrews, the Secretary of Molina Healthcare, Inc., a Delaware corporation, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the corporation by the Chief Executive Officer and President, was duly approved and adopted by the sole stockholder of the corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 6, 2003.

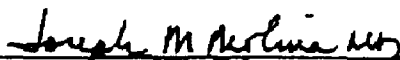
A handwritten signature in black ink, appearing to read 'Mark L. Andrews', written over a horizontal line.

Mark L. Andrews

OFFICERS' CERTIFICATE

J. Mario Molina, M.D. and Mark L. Andrews hereby certify that: (1) they are the President and Secretary, respectively, of Molina Healthcare, Inc., a California corporation, (2) the corporation's common stock is the only class of stock which is entitled to vote on the Merger (as defined in the Agreement and Plan of Merger to which this Certificate is attached), (3) the total number of outstanding shares of common stock that was entitled to vote on the Merger is 499,999.999, (4) an affirmative vote of more than fifty percent (50%) of the outstanding shares of common stock of the corporation is required to approve the principal terms of the Merger and (5) the principal terms of the Merger were approved by a vote of the outstanding shares of common stock of the corporation which equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of June 6, 2003.



J. Mario Molina, M.D.
Chief Executive Officer and President



Mark L. Andrews
Secretary





SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 14 2003



Kevin Shelley
Secretary of State

EXHIBIT A - TRADEMARKS

TRADEMARK	APP. NO. APP. DATE	REG NO. REG. DATE
MOLINA, IC 42 - USA	76/048,667 11 MAY 2000	2,549,167 19 MAR 2002
MOLINA MEDICAL CENTERS, IC 42 - USA	76/048,656 11 MAY 2000	2,619,593 17 SEP 2002
MOLINA HEALTHCARE, IC 36 - USA	76/048,653 11 MAY 2000	2,619,592 17 SEP 2002
MISCELLANEOUS (THREE PEOPLE) DESIGN, IC 36 & 42 - USA	76/048,666 11 MAY 2000	2,555,014 02 APR 2002
EXPRESS REFERRAL, IC 44 - California	N/A	56763 03 OCT 2002
MOTHERHOOD MATTERS, IC 41 - California	N/A	56774 07 OCT 2002