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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies):

HEALTH CARE HORIZONS, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Michigan) 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., as Administrative Agent

Address: CA5-701-05-19

Street Address: 1455 Market St.

City: San Francisco State: CA Zip: 94103

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

Other National Association (Bank)

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: August 31, 2004

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

A. Trademark Application No.(s) 78133489

B. Trademark Registration No.(s) 2237544,

2283719

Additional number(s) attached Yes No

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

Name: Gina Lucas

Internal Address: c/o McGuirewoods LLP Suite 2900

Street Address: 100 N. Tryon St.

City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Gina Lucas

Name of Person Signing

Signature

Signature

9-3-04

Date

Total number of pages including cover sheet, attachments, and document: 6

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

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 31, 2004 (this "Agreement"), is made by and between HEALTH CARE HORIZONS, INC., a Michigan corporation (the "Guarantor"), and BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

## WITNESSETH:

**WHEREAS**, pursuant to the Joinder Agreement dated as of the date hereof, by and between the Guarantor and the Administrative Agent (the "Joinder Agreement"), and in order to obtain the benefits referred to therein, the Guarantor has granted to the Administrative Agent a security interest in substantially all of the Guarantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

**WHEREAS**, pursuant to the Security Agreement, dated as of March 19, 2003 (as amended), by and among Molina Healthcare, Inc., a Delaware corporation, each of the other persons listed on the signature pages thereto, and the Administrative Agent (the "Security Agreement"), the Guarantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office (the "PTO") 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, the Guarantor and the Administrative Agent agree as follows:

**1. Grant of Security.** The Guarantor hereby grants to the Administrative Agent a security interest in and to all of the Guarantor'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, 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 the Guarantor 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.

Intellectual Property Security Agreement

LAS99 1361321-1.058517.0016

**TRADEMARK**  
**REEL: 003044 FRAME: 0899**

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

**HEALTH CARE HORIZONS, INC.**

("Guarantor")

By: 

Name: Mark Andrews

Title: Secretary

**Address for notices to Guarantor:**

2277 Fair Oaks Blvd., Suite 440

Sacramento, CA 95825

Attention: Mark Andrews

Telephone: 916-646-9193

Facsimile: 916-646-4572

**BANK OF AMERICA, N.A.,**

as Administrative Agent

("Administrative Agent")

By: \_\_\_\_\_

Name:

Title:

**Address for notices to**

**Administrative Agent:**

\_\_\_\_\_  
Attention:

Telephone:

Facsimile:

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

**HEALTH CARE HORIZONS, INC.**  
("Guarantor")

By: \_\_\_\_\_  
Name: Mark Andrews  
Title: Secretary

**Address for notices to Guarantor:**

\_\_\_\_\_  
\_\_\_\_\_  
Attention:  
Telephone:  
Facsimile:

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

By: Cassandra McCain  
Name: Cassandra McCain  
Title: Officer

**Address for notices to  
Administrative Agent:**

CA5-701-05-19  
1455 Market St.  
San Francisco, Ca. 94103  
Attention: Cassandra McCain  
Telephone: 415.436.3400  
Facsimile: 415.503.5133

Signature Page  
Intellectual Property Security Agreement

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**Registered Trademarks**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	HCH Administration	2237544	April 6, 1999
United States	HCH Administration	2283719	February 24, 1998

**Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Health Care Horizons Inc. A Health Care Management Compan	78133489	June 5, 2002

Signature Page  
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RECORDED: 09/07/2004

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