

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/23/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mandarin Gems of California, Inc.		10/23/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Molina, Incorporated
Street Address:	3134 East Camelback Road
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1165077	BLACK, STARR & FROST
Registration Number:	1346042	BLACK, STARR & FROST
Registration Number:	2511750	BLACK, STARR & FROST

CORRESPONDENCE DATA

Fax Number: (213)892-9494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2138929200
 Email: laipdocket@fulbright.com, lware@fulbright.com
 Correspondent Name: M. John Carson - Fulbright & Jaworski
 Address Line 1: 555 So. Flower Street
 Address Line 2: 41st Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	10713472 (7815-102)
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CH \$90.00 1165077

NAME OF SUBMITTER:	M. John Carson
Signature:	/M. John Carson/
Date:	10/09/2007
Total Attachments: 3 source=assignment7815102#page1.tif source=assignment7815102#page2.tif source=assignment7815102#page3.tif	

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of October 23, 2006 by Mandarin Gems of California, Inc., a California corporation ("Assignor") to Molina, Incorporated, a California corporation ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of September 30, 2006 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and tradenames of Assignor. Pursuant to this Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such assets. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation, the servicemarks, trademarks, trademark applications and trade names listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, and all rights to sue for infringement of any Mark, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of law thereunder.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of October 23, 2006.

MANDARIN GEMS OF CALIFORNIA, INC., a California corporation

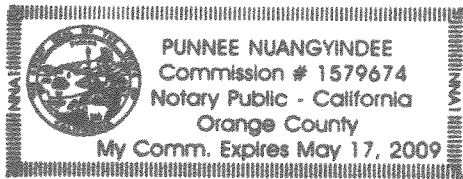
By: *Serena Lam*
Serena Lam
President

State of California)) ss.
County of Orange)

On October 24, 2006, before me, the undersigned, personally appeared SERENA LAM, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

P. Nuangyindee
Notary Public



SCHEDULE A

Registered Servicemarks and Trademarks

“Black Starr & Frost” as registered with the United States Patent and Trademark under trademark number (i) 1,165,077, (ii) 1,346,042 and (iii) 2,511,750

Unregistered Servicemarks and Trademarks

None