

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame: 2708/465, 2709/312, 3139/818, 4218/347 and 4218/371

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/09/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Molina Healthcare, Inc.
Street Address:	200 Oceangate, Suite 100
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90802
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2555014	
Registration Number:	3361353	BOOK BUDDIES
Registration Number:	3847308	HEALTH PAS
Registration Number:	2549167	MOLINA
Registration Number:	3694941	MOLINA MEDICAL
Registration Number:	2619593	MOLINA MEDICAL CENTERS
Registration Number:	3752294	MOLINA MEDICARE
Registration Number:	3752296	MOLINA MEDICARE OPTIONS
Registration Number:	3752295	MOLINA MEDICARE OPTIONS PLUS
Registration Number:	2619592	MOLINA HEALTHCARE

CORRESPONDENCE DATA

Fax Number: (214)981-3400

900203016

**TRADEMARK
 REEL: 004630 FRAME: 0482**

CH \$265.00 2555014

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30240
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	09/26/2011

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is effective as of September 9, 2011 by Bank of America, N.A., a national banking association, as administrative agent and collateral agent for the secured parties, and as the secured party (hereinafter collectively "**Lender**") to Molina Healthcare, Inc., Inc., a Delaware corporation, with an address of 200 Oceangate, Suite 100, Long Beach, California 90802 ("**Molina**").

W I T N E S S E T H

WHEREAS, Lender and Molina entered into a Intellectual Property Security Agreement (as such agreement may be amended, and restated, supplemented or otherwise modified from time to time), dated as of March 19, 2003 ("**2003 Security Agreement**") and recorded in the Assignment Branch of the U.S. Patent & Trademark Office at:

Reel 2708, Frame 0465 (Recorded April 3, 2003);
Reel 2709, Frame 0312 (Recorded April 3, 2003);

WHEREAS, Lender and Molina, pursuant to a Security Agreement (as such agreement may be amended, modified, restated or supplemented from time to time), dated as of March 9, 2005, entered into an Intellectual Property Security Agreement Supplement No. 1, dated March 9, 2005 ("**2005 Security Agreement**") and recorded in the Assignment Branch of the U.S. Patent & Trademark office at:

Reel 3139, Frame 0818 (Recorded August 12, 2005);

WHEREAS, Lender and Molina, pursuant to a Joinder Agreement (as such agreement may be amended, modified, restated or supplemented from time to time), dated as of May 28, 2010, entered into (1) a Grant of Security Interest in Patents and Trademarks, dated May 28, 2010 and (2) a Grant of Security Interest in Trademarks, dated May 28, 2010 ("**2010 Security Agreements**", and together with the 2003 Security Agreement and the 2005 Security Agreement, the "**Security Agreements**") and recorded in the Assignment Branch of the U.S. Patent & Trademark Office at:

Reel 4218, Frame 0347 (Recorded June 4, 2010);
Reel 4218, Frame 0371 (Recorded June 4, 2010);

WHEREAS, pursuant to the Security Agreements, Lender acquired a security interest from Molina in its trademarks, including the registered trademarks listed in the schedule attached hereto as Schedule A ("**Trademarks**");

WHEREAS, the debt, lien or other liability as set forth and discussed in the Security Agreements are extinguished; and

NOW, THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged, Lender agrees as follows:

Effective as of the date hereof, Lender hereby releases, waives, resigns and disclaims any and all security interest in any of the Trademarks attached hereto as Schedule A, and hereby extinguish the Security Agreements in their entirety.

[signature page follows]

BANK OF AMERICA, N.A.

By: 

Name: **Yinghua Zhang**

Title **Vice President**

[SIGNATURE TO RELEASE OF SECURITY INTEREST (TRADEMARKS)]

TRADEMARK
REEL: 004630 FRAME: 0486

SCHEDULE A

Registered Trademarks

U.S. Patent & Trademark Office

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"Molina Logo" (three people)	2,555,014	04/02/2002
Book Buddies	3,361,353	01/01/2008
HEALTH PAS	3,847,308	09/14/2010
Molina	2,549,167	03/19/2002
Molina Medical	3,694,941	10/13/2009
Molina Medical Centers	2,619,593	09/17/2002
Molina Medicare	3,752,294	02/23/2010
Molina Medicare Options	3,752,296	02/23/2010
Molina Medicare Options Plus	3,752,295	02/23/2010
Molina Healthcare	2,619,592	09/17/2002