

03/29/2013



103656950

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

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30)

**TRADEMARKS ONLY**



the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

U.S. BANK NATIONAL ASSOCIATION

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other MN NATIONAL BANKING ASSOCIATION
- Association
- Limited Partnership

Citizenship (see guidelines) UNITED STATES

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) 3/19/13

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: MOLINA HEALTHCARE, INC.

Street Address: 200 OCEANGATE STE 100

City: LONG BEACH

State: CALIFORNIA

Country: USA Zip: 90802

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship DELAWARE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: US BANK NATIONAL ASSOCIATION

Internal Address: ATTN: BRANDEN HOLFINGER

Street Address: 400 CITY CENTER

City: OSHKOSH

State: WISCONSIN Zip: 54901

Phone Number: 920-237-7763

Docket Number: \_\_\_\_\_

Email Address: BRANDEN.HOLFINGER@USBANK.COM

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

18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 011 00000958 2619592

Authorized User Name \_\_\_\_\_ 40.00 OP  
425.00 OP

**9. Signature:**

*Stacy Bonincontri*  
Signature

3/19/13

Date

STACY BONINCONTRI, OFFICER OF US BANK NATIONAL ASSOCIATION

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONTINUATION OF ITEM 4  
ASSIGNED TRADEMARKS BEING RELEASED**

<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER *FILING DATE IF N/A</b>	<b>WORD MARK *DRAWING TYPE DESCRIPTION IF N/A</b>
76048653	2619592	MOLINA HEALTHCARE
76048656	2619593	MOLINA MEDICAL CENTERS
76048666	2555014	*ILLUSTRATION DRAWING W/O ANY WORDS, LETTERS, NUMBERS
76048667	2549167	MOLINA
76658901	3292610	MOLINA ADVANTAGE
77036255	3361353	BOOK BUDDIES
77556172	3758578	DR. CLEO'S COOL CAT CLUB
77577698	3694941	MOLINA MEDICAL
77780779	3883803	MOLINA MEDICARE SMARTSAVER
77787382	*7/22/09	HEALTHY ADVANTAGE BY MOLINA MEDICARE
77800698	3752294	MOLINA MEDICARE
77800711	3752295	MOLINA MEDICARE OPTIONS PLUS
77800733	3752296	MOLINA MEDICARE OPTIONS
77848449	3847308	HEALTH PAS
77939180	4010103	MOLINA MEDICAID SOLUTIONS
78182491	2759081	THE GAME OF WORK
85354138	*6/23/11	MOLINA PATHWAYS (NAME ONLY)
85354161	*6/23/11	MOLINA PATHWAYS (WITH DESIGN)

## RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **March 19, 2013** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain **Intellectual Property Security Agreement**, dated as of **September 9, 2011** and recorded **9/13/11 as Reel 4622 Frame 0072** in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **Molina Healthcare, Inc. and Molina Information Systems, LLC, dba Molina Medicaid Solutions**, (the "Debtor") and the Secured Party;

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **Molina Healthcare, Inc. and Molina Information Systems, LLC, dba Molina Medicaid Solutions**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

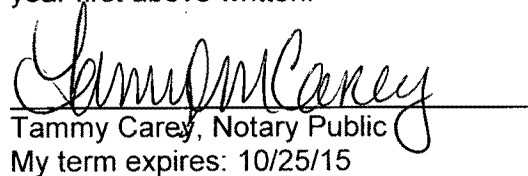
U.S. Bank National Association

  
Stacy Bonincontri, Officer

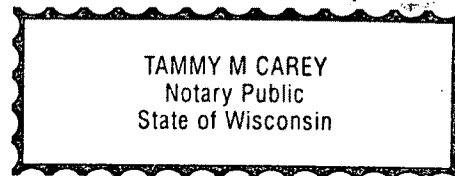
STATE OF WISCONSIN )SS.  
COUNTY OF WINNEBAGO )

On this March 19, 2013, before me appeared Stacy Bonincontri to me personally known, who being by me duly sworn did say that he/she is Officer of U.S. Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

  
Tammy Carey, Notary Public  
My term expires: 10/25/15

Customer: #535078 Cost Center: #0034571



**SCHEDULE A**

**A. Trademarks**

**Registered Trademarks**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
The Borrower	United States	"Molina Logo" (three people)	2,555,014	04/02/2002
The Borrower	United States	Book Buddies	3,361,353	01/01/2008
The Borrower	United States	Dr. Cleo's Cool Cat Club	3,758,578	03/09/2010
The Borrower	Canada	Express Referral	056,763	10/03/2002
The Borrower	United States	HEALTH PAS	3,847,308	09/14/2010
The Borrower	United States	Molina	2,549,167	03/19/2002
The Borrower	United States	Molina Advantage	3,292,610	09/18/2007
The Borrower	United States	Molina Healthcare	2,619,592	09/17/2002
The Borrower	United States	Molina Medical	3,694,941	10/13/2009
The Borrower	United States	Molina Medical Centers	2,619,593	09/17/2002
The Borrower	United States	Molina Medicare	3,752,294	02/23/2010
The Borrower	United States	Molina Medicare Options	3,752,296	02/23/2010
The Borrower	United States	Molina Medicare Options Plus	3,752,295	02/23/2010
The Borrower	United States	Molina Medicare SmartSaver	3,883,803	11/30/2010
The Borrower	Canada	motherhood matters [sic]	056,774	10/07/2002
The Borrower	United States	The Game of Work	2,759,081	09/02/2003

**SCHEDULE A CONTINUED**

**Unregistered Trademarks**

<u>Grantor</u>	<u>Trademark</u>
The Borrower	Breathe With Ease
The Borrower	ChoicePartners Medicare by Molina Medicare
The Borrower	Healthy Living With Diabetes
The Borrower	Heroes in Healthcare
The Borrower	NurseAdvice
The Borrower	TeleSalud

**Pending Trademark Applications**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Borrower	United States	Healthy Advantage by Molina Medicare	77/787382	10/14/2009
The Borrower	United States	Molina Medicaid Solutions	77/939180	02/18/2010
The Borrower	United States	Molina Pathways (name only)	85354138	06/23/2011
The Borrower	United States	Molina Pathways (with design)	85354161	06/23/2011

**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					

**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					