

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Molina Healthcare, Inc.		06/28/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Molina Information Systems, LLC		
Doing Business As:	Molina Medicaid Solutions		
Street Address:	200 Oceangate, Suite 100		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90802		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3847308	HEALTH PAS
CORRESPONDENCE DATA			
Fax Number:	9166457634		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	916 781-6634		
Email:	bheisler@heislerlaw.com		
Correspondent Name:	Bradley P. Heisler		
Address Line 1:	3017 Douglas Blvd., Suite 300		
Address Line 4:	Roseville, CALIFORNIA 95661		
ATTORNEY DOCKET NUMBER:	10121.002		
NAME OF SUBMITTER:	Bradley P. Heisler		
Signature:	/brad heisler/		
Date:	06/28/2013		
Total Attachments: 1 source=Assignment#page1.tif			

OP \$40.00 3847308

ASSIGNMENT OF TRADEMARK

WHEREAS, Molina Healthcare, Inc. (hereinafter "Assignor") is the owner of the trademark "HEALTH PAS" (U.S. Reg. No. 3,847,308) (hereinafter referred to as "the mark"); and

WHEREAS, Molina Information Systems, LLC, a California limited liability company dba Molina Medicaid Solutions, whose address is 200 Oceangate, Suite 100, Long Beach, CA 90802 (hereinafter "Assignee") desires to acquire all rights that Assignor may have to the mark and the registration therefore, together with the goodwill of the business in connection with which the mark is used and which is symbolized by the mark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in the mark and the registration therefore for the United States and throughout the world together with the goodwill of the business in connection with which the mark is used and which is symbolized by the mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in the mark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Jeff Barlow
General Counsel & Corporate Secretary

Printed Name and Title of Authorized
Officer of Molina Healthcare, Inc.



Signature

6/28/13

Date