

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	Entity Type
Molina Healthcare, Inc.		09/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Charles A. Coonradt		
Street Address:	18 Red Hawk Ridge		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2759081	THE GAME OF WORK	
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:	09049.002		
NAME OF SUBMITTER:	Bradley P. Heisler		
Signature:	/brad heisler/		
Date:	09/30/2013		
Total Attachments: 3 source=GameofWork Assign#page1.tif source=GameofWork Assign#page2.tif source=GameofWork Assign#page3.tif			

OP \$40.00 2759081

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") dated September 6, 2013 is entered into by and between Molina Healthcare, Inc., a Delaware corporation ("Assignor"), and Charles A. Coonradt ("Assignee").

WHEREAS, Assignor is the owner of the trademark "GAME OF WORK" (U.S. Reg. No. 2759081) (hereinafter referred to as the "Mark");

WHEREAS, 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; and

WHEREAS, Assignor also desires to assign to Assignee all rights that Assignor may have to the domain name www.gameofwork.com (the "Domain Name").

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Mark. 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.
2. Assignment of Domain Name. Assignor does hereby assign unto Assignee all right, title, and interest to the Domain Name.
3. Covenant Not to Sue. Assignee hereby acknowledges that Assignor and its affiliates are using and will continue to use in their business a management method under the name of "The Way We Work". Assignee covenants not to sue or take any judicial or administrative action, whether at law or in equity, against Assignor and/or its affiliates, and/or their respective officers, directors, employees, agents, stockholders, successors and assigns (collectively, the "Assignor Parties"), related to, or in connection to, the Assignor's, Assignor's affiliates' and Assignor Parties' past, current, and future use of "The Way We Work", including, without limitation any action asserting infringement of the Mark by Assignor's, Assignor's affiliates' or Assignor Parties' use of "The Way We Work".
4. Indemnification. Assignee hereby agrees to indemnify, defend, and hold Assignor, Assignor's affiliates, and the Assignor Parties harmless from any and all lawsuits, losses, claims, charges, obligations, demands, assessments, penalties, liabilities,

costs, damages, reasonable attorneys' fees and expenses (collectively, "Damages") incurred or sustained by Assignor, Assignor's affiliates, and/or Assignor Parties, as a result of Assignee's use of the Mark.

5. Further Actions. Assignor agrees to execute and deliver at the request of 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.
6. Successors: This Agreement shall be binding upon the parties, and their heirs, representatives, executors, administrators, successors, and assigns.
7. Governing Law. This Agreement shall be governed by the law of the State of California, without reference to its conflict of laws principles.
8. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first above written.

ASSIGNOR:

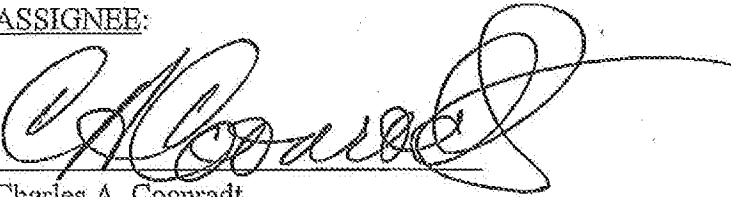
MOLINA HEALTHCARE, INC.

By: Joseph M. Molina MD

Name: Joseph M. Molina, MD

Title: CEO and Chairman

ASSIGNEE:



Charles A. Coonradt