

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Molina Healthcare, Inc.		09/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Joseph M. Molina, M.D., Professional Corporation - Southern California		
<b>Street Address:</b>	1022 Mission Street		
<b>City:</b>	South Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91030		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2619593	MOLINA MEDICAL CENTERS	
<b>Registration Number:</b>	3694941	MOLINA MEDICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9166457634		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	916-781-6634		
<b>Email:</b>	bheisler@heislerlaw.com		
<b>Correspondent Name:</b>	Bradley P. Heisler		
<b>Address Line 1:</b>	3017 Douglas Blvd., Suite 300		
<b>Address Line 4:</b>	Roseville, CALIFORNIA 95661		
<b>ATTORNEY DOCKET NUMBER:</b>	0022/08096		
<b>NAME OF SUBMITTER:</b>	Bradley P. Heisler		
<b>SIGNATURE:</b>	/brad heisler/		
<b>DATE SIGNED:</b>	09/10/2014		
<b>Total Attachments: 2</b>			
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**ASSIGNMENT OF TRADEMARK**

WHEREAS, Molina Healthcare, Inc. (hereinafter "Assignor") is the owner of the trademark "MOLINA MEDICAL CENTERS" (U.S. Reg. No. 2,619,593) (hereinafter referred to as "the mark"); and

WHEREAS, Joseph M. Molina, M.D., Professional Corporation - Southern California, a California corporation, whose address is 1022 Mission Street, South Pasadena, CA 91030 (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, Chief Legal  
Officer and Secretary*

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

*Jeff Barlow*  
\_\_\_\_\_  
Signature

*9/5/14*  
\_\_\_\_\_  
Date

**ASSIGNMENT OF TRADEMARK**

WHEREAS, Molina Healthcare, Inc. (hereinafter "Assignor") is the owner of the trademark "MOLINA MEDICAL" (U.S. Reg. No. 3,694,941) (hereinafter referred to as "the mark"); and

WHEREAS, Joseph M. Molina, M.D., Professional Corporation - Southern California, a California corporation, whose address is 1022 Mission Street, South Pasadena, CA 91030 (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, Chief Legal  
officer and Secretary  
Printed Name and Title of Authorized  
Officer of Molina Healthcare, Inc.

  
Signature

9/5/14  
Date