

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE TRIZETTO GROUP, INC.		01/10/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77029669	CAREADVANCE ENTERPRISE
Serial Number:	77029641	CAREADVANCE ENTERPRISE
Serial Number:	77033874	CLINICAL CAREADVANCE
Serial Number:	77033878	CLINICAL CAREADVANCE
Serial Number:	75449069	NCVO
Serial Number:	77029672	FACETS
Serial Number:	77033881	FACETS
Serial Number:	77039243	NETWORX MODELER
Serial Number:	77039246	NETWORX MODELER
Serial Number:	77029664	NETWORX PRICER
Serial Number:	77029653	NETWORX PRICER
Serial Number:	77029679	PERSONAL CAREADVANCE
Serial Number:	77029646	PERSONAL CAREADVANCE
Serial Number:	77033886	

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Serial Number:	77033889	
Serial Number:	77033891	
Serial Number:	77029687	
Serial Number:	77033895	TRIZETTO
Serial Number:	77033904	TRIZETTO
Serial Number:	77033910	TRIZETTO
Serial Number:	77033916	TRIZETTO

CORRESPONDENCE DATA

Fax Number: (213)630-5728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	F6384-1104
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	09/20/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Trizetto Group, Inc., a Delaware corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Amended and Restated Security Agreement dated as of January 10, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature page follows]

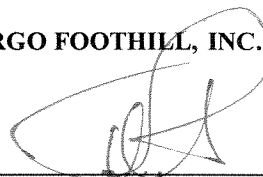
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE TRIZETTO GROUP, INC.,
a Delaware corporation

By: 
Name: James C. Malone
Title: Executive Vice President, Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent



By: _____
Name: Terri Le
Title: Vice President

Schedule 1
Trademarks

Grantor	Mark	Status	Serial No.	Registrati on No.	Registration Date
The TriZetto Group, Inc.	CareAdvance Enterprise	Application Pending with USPTO	77029669		
The TriZetto Group, Inc.	CareAdvance Enterprise	Application Pending with USPTO	77029641		
The TriZetto Group, Inc.	Clinical CareAdvance	Application Pending with USPTO	77033874		
The TriZetto Group, Inc.	Clinical CareAdvance	Application Pending with USPTO	77033878		
The TriZetto Group, Inc.	NCVO	Registered	75449069	2219020	01/19/99
The TriZetto Group, Inc.	Facets	Application Pending with USPTO	77029672		
The TriZetto Group, Inc.	Facets	Application Pending with USPTO	77033881		
The TriZetto Group, Inc.	Network Modeler	Application Pending with USPTO	77039243		
The TriZetto Group, Inc.	Network Modeler	Application Pending with USPTO	77039246		
The TriZetto Group, Inc.	Network Pricer	Application Pending with USPTO	77029664		
The TriZetto Group, Inc.	Network Pricer	Application Pending with USPTO	77029653		
The TriZetto Group, Inc.	Personal CareAdvance	Application Pending with USPTO	77029679		
The TriZetto Group, Inc.	Personal CareAdvance	Application Pending with USPTO	77029646		
The TriZetto Group, Inc.	(Triangle Design)	Application Pending with USPTO	77033886		
The TriZetto Group, Inc.	(Triangle Design)	Application Pending with USPTO	77033889		

Grantor	Mark	Status	Serial No.	Registrati on No.	Registration Date
The TriZetto Group, Inc.	(Triangle Design)	Application Pending with USPTO	77033891		
The TriZetto Group, Inc.	(Triangle Design)	Application Pending with USPTO	77029687		
The TriZetto Group, Inc.	TriZetto	Application Pending with USPTO	77033895		
The TriZetto Group, Inc.	TriZetto	Application Pending with USPTO	77033904		
The TriZetto Group, Inc.	TriZetto	Application Pending with USPTO	77033910		
The TriZetto Group, Inc.	TriZetto	Application Pending with USPTO	77033916		
QCSI	AQDEN	Registered		CTM0016 69043	07/24/2001
QCSI	AQHEALTH	Registered		CTM0016 69118	10/15/01
QCSI	AQSERV	Registered		CTM0016 69076	10/31/05
QCSI	Q (& Design)	Registered		CTM0016 68896	10/15/01
QCSI	QCSI	Registered		CTM0016 69142	10/15/01
QCSI	QMACS	Registered		CTM0016 69019	05/22/00

- (a) The following is a list of trademarks and/or service marks material to the Grantors' business and have not been registered with the USPTO:

Grantor	Trademark	Status
The TriZetto Group, Inc.	QicLink	Pending; Not Yet Filed with USPTO
The TriZetto Group, Inc.	QicLink Extended Enterprise	Pending; Not Yet Filed with USPTO
The TriZetto Group, Inc.	NetworX	Pending; Not Yet Filed with USPTO
The TriZetto Group, Inc.	StatusLink	Pending; Not Yet Filed with USPTO