

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
TZ US HOLDCO, INC.		08/04/2008	CORPORATION:
TZ MERGER SUB, INC.		08/04/2008	CORPORATION:
THE TRIZETTO GROUP, INC.		08/04/2008	CORPORATION:
CAREKEY, INC.		08/04/2008	CORPORATION:
DIGITAL INSURANCE SYSTEMS CORPORATION		08/04/2008	CORPORATION:
FINSERV HEALTH CARE SYSTEMS, INC.		08/04/2008	CORPORATION:
HEALTH NETWORKS OF AMERICA, INC.		08/04/2008	CORPORATION:
HEALTHWEB, INC.		08/04/2008	CORPORATION:
MARGOLIS HEALTH ENTERPRISES, INC.		08/04/2008	CORPORATION:
NOVALIS CORPORATION		08/04/2008	CORPORATION:
NOVALIS DEVELOPMENT & LICENSING CORPORATION		08/04/2008	CORPORATION:
NOVALIS DEVELOPMENT CORPORATION		08/04/2008	CORPORATION:
NOVALIS SERVICES CORPORATION		08/04/2008	CORPORATION:
OPTION SERVICES GROUP, INC.		08/04/2008	CORPORATION:
PLAN DATA MANAGEMENT, INC.		08/04/2008	CORPORATION:
QCSI PUERTO RICO, INC.		08/04/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET
Internal Address:	ROYAL BANK PLAZA, 12TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J 2W7

CH \$2340.00 2537144

Entity Type:

CANADIAN BANK:

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	2537144	AQDEN
Registration Number:	2835337	AQHEALTH
Registration Number:	2557909	AQSERV
Registration Number:	3403040	AUTOQ
Registration Number:	3459873	CAPITOL POLICY EXAMINER
Serial Number:	77418929	CAREADVANCE
Registration Number:	3279037	CAREADVANCE ENTERPRISE
Registration Number:	3279035	CAREADVANCE ENTERPRISE
Registration Number:	2583340	CAREKEY
Registration Number:	1646727	CERTIFACTS
Registration Number:	3221940	CLAIMSEXCHANGE
Registration Number:	3219729	CLAIMSEXCHANGE
Registration Number:	3279153	CLINICAL CAREADVANCE
Registration Number:	3279154	CLINICAL CAREADVANCE
Registration Number:	3104791	DATAPICTION
Registration Number:	2694351	ENABLING HEALTH E BUSINESS
Registration Number:	3179412	FACETS
Registration Number:	3179413	FACETS
Serial Number:	77029672	FACETS
Serial Number:	77033881	FACETS
Registration Number:	3081641	FACETS E ²
Registration Number:	3285463	FACETS E2
Registration Number:	3019804	FACETS EXTENDED ENTERPRISE
Registration Number:	3254710	FACETS EXTENDED ENTERPRISE
Registration Number:	1646725	FLEXFACTS
Registration Number:	1646726	GROUPFACTS
Registration Number:	3105899	HEALTH PLAN 5.0
Registration Number:	2643531	HEALTHCARE. THE WAY YOU WANT IT TO BE.
Registration Number:	2378396	HEALTHWEB
Registration Number:	3296063	HEALTHWEB
Registration Number:	2902996	HIPAA GATEWAY

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Registration Number:	2904482	HIPAA GATEWAY
Registration Number:	2941261	HIPAA SUCCESS
Registration Number:	1964605	INFOTRUST
Registration Number:	2382037	INFOTRUST
Registration Number:	3146687	LEAP3
Registration Number:	1646724	LOANFACTS
Serial Number:	78856960	MYHEALTH
Registration Number:	2521200	MYHEALTHBANK
Registration Number:	2219020	NCVO
Serial Number:	77039243	NETWORX MODELER
Serial Number:	77039246	NETWORX MODELER
Serial Number:	77029664	NETWORX PRICER
Serial Number:	77029653	NETWORX PRICER
Serial Number:	77059093	NETWORX SUITE
Serial Number:	77112413	NETWORX SUITE
Registration Number:	3175985	ONE POWERFUL SOURCE
Registration Number:	3122614	ONE POWERFUL SOURCE
Registration Number:	3026809	ONE POWERFUL SOURCE
Registration Number:	3040201	ONE POWERFUL SOURCE
Registration Number:	2957288	PERSONAL ANALYST
Registration Number:	3279038	PERSONAL CAREADVANCE
Registration Number:	3279036	PERSONAL CAREADVANCE
Registration Number:	2748623	POWERED BY Q
Registration Number:	2751703	POWERED BY Q
Serial Number:	77190234	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Serial Number:	77190239	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Serial Number:	77190242	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Registration Number:	1649577	BOUNDY
Registration Number:	2546160	Q
Registration Number:	2737096	Q
Registration Number:	2413758	Q QMACS
Registration Number:	2497072	QCSI
Registration Number:	2546388	QCSI
Registration Number:	2201066	QMACS
		THE POWER OF INTEGRATED HEALTHCARE

TRADEMARK

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Serial Number:	77190248	MANAGEMENT
Serial Number:	77190252	THE POWER OF INTEGRATED HEALTHCARE MANAGEMENT
Serial Number:	77190263	THE POWER OF INTEGRATED HEALTHCARE MANAGEMENT
Serial Number:	77208917	TREATMENT COST NAVIGATOR
Serial Number:	77208900	TREATMENT COST NAVIGATOR
Registration Number:	3279155	
Registration Number:	3279156	
Registration Number:	3279157	
Registration Number:	3279040	
Registration Number:	2300842	TRIZETTO
Registration Number:	2411086	TRIZETTO
Registration Number:	2411087	TRIZETTO
Registration Number:	2412823	TRIZETTO
Registration Number:	2428698	TRIZETTO
Registration Number:	2430245	TRIZETTO
Registration Number:	2430246	TRIZETTO
Registration Number:	2457711	TRIZETTO
Registration Number:	2482774	TRIZETTO
Registration Number:	3281802	TRIZETTO
Registration Number:	3281803	TRIZETTO
Registration Number:	3281804	TRIZETTO
Registration Number:	3281805	TRIZETTO
Registration Number:	2985335	TRIZETTO CAREADVANCE ENTERPRISE
Registration Number:	3169481	TRIZETTO CLINICAL CAREADVANCE
Registration Number:	2985336	TRIZETTO PERSONAL CAREADVANCE
Serial Number:	77310602	TRIZETTO PREMIER PARTNERSHIP PROGRAM
Serial Number:	77310610	TRIZETTO PREMIER PARTNERSHIP PROGRAM
Registration Number:	2694352	TZG

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: JLIK@SHEARMAN.COM
Correspondent Name: SHARON HERMAN

Address Line 1: 599 LEXINGTON AVENUE
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

RBC SECURITY AGREEMENT

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

SHARON HERMAN

Signature:

/SHARON HERMAN/

Date:

09/12/2008

Total Attachments: 28

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated August 4, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Royal Bank of Canada, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, TZ Merger Sub, Inc. (the "Borrower"), TZ US HOLDCO, INC. ("Holdings"), each Lender from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, Royal Bank of Canada as Swing Line Lender, and each other party thereto have entered into the Credit Agreement dated as of August 4, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated August 4, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto;
- (b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule I hereto; and
- (c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule I hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TZ US HOLDCO, INC.,
as Initial Grantor

By: 
Name: William Gumina
Title: Vice President and Assistant Secretary

TZ MERGER SUB, INC.,
as Initial Grantor

By: 
Name: William Gumina
Title: Vice President and Assistant Secretary

THE TRIZETTO GROUP, INC.,
as Initial Grantor

By: _____
Name: James J. Sullivan
Title: Senior Vice President, General Counsel and Secretary

CAREKEY, INC.,
as Initial Grantor

By: _____
Name: James J. Sullivan
Title: Senior Vice President, General Counsel and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

TZ US HOLDCO, INC.,
as Initial Grantor

By: _____
Name: William Gumina
Title: Vice President and Assistant Secretary

TZ MERGER SUB, INC.,
as Initial Grantor

By: _____
Name: William Gumina
Title: Vice President and Assistant Secretary

THE TRIZETTO GROUP, INC.,
as Initial Grantor

By: _____
Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

CAREKEY, INC.,
as Initial Grantor

By: _____
Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

DIGITAL INSURANCE SYSTEMS CORPORATION,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

FINSERV HEALTH CARE SYSTEMS, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

HEALTH NETWORKS OF AMERICA, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

HEALTHWEB, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

TriZem -- IP Security Agreement

TRADEMARK
REEL: 003852 FRAME: 0062

MARGOLIS HEALTH ENTERPRISES, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

NOVALIS CORPORATION,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

NOVALIS DEVELOPMENT & LICENSING
CORPORATION,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

NOVALIS DEVELOPMENT CORPORATION,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

NOVALIS SERVICES CORPORATION,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

OPTION SERVICES GROUP, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

PLAN DATA MANAGEMENT, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

QCSI PUERTO RICO, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan
Title: Senior Vice President, General Counsel and
Secretary

QUALITY CARE SOLUTIONS, INC.,
as Initial Grantor

By: 

Name: James J. Sullivan

Title: Senior Vice President, General Counsel and
Secretary

TriZema - IP Security Agreement

TRADEMARK
REEL: 003852 FRAME: 0065

SCHEDULE I
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

Patents and Patent Applications

Registered Owner	Patent Title	Country	Patent No. or Application No.
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Medical Procedure	U.S.	07886384 5799282
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent for a Procedure	U.S.	09454659 6516300
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Procedure	U.S.	09124859 5999909
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent	European Union	PCT/US/1993 /004683; WO 1993-23836
CareKey, Inc.	Method and System for Distributing Health Information	U.S., Australia, Canada, European Union, Japan, Hong Kong	09557724 6463417
CareKey, Inc.	Method of and System for Entering Physical Records Into an Electronic Data Store	U.S.	10315513 7172120
Quality Care Solutions, Inc.	Method of	U.S.	09489614

Registered Owner	Patent Title	Country	Patent No. or Application No.
	Adjudicating Medical Claims Based on Scores That Determine Medical Procedure Monetary Values		6879959
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent	U.S.	10358651 7308412 Cont of 5,999,909, which is a continuation of 5,799,282
The TriZetto Group, Inc.	Method of and System for Performing Network-Based Surveys	U.S.	09843018
CareKey, Inc.	Method of and System for Integrating Health Information Into a Patient's Record	U.S.	10315514
CareKey, Inc.	Bridged Patient/Provider Centric Method and System	U.S.	10726423
CareKey, Inc.	Key Maintenance Method and System	U.S.	10726952
CareKey, Inc.	Range Definition Method and System	U.S.	10727184
CareKey, Inc.	Text Generation and Searching Method and System	U.S.	10726758
The TriZetto Group, Inc.	Integrating Defined Contribution Accounts Into a Chain Payment Processing System	U.S.	10784105
CareKey, Inc.	Rule Management Method and System	U.S., European Union,	10825352

Registered Owner	Patent Title	Country	Patent No. or Application No.
		Canada	
CareKey, Inc.	Automated Data Entry Method and System	U.S.	10824705
The TriZetto Group, Inc.	Enhancing On-Line Transactions With an Integrated Health System	U.S.	10903224
The TriZetto Group, Inc.	Network Based Integrated Health Plan Enrollment System	U.S.	10909803
The TriZetto Group, Inc.	On-Line Billing Related Transactions in an Integrated Health Plan System	U.S.	10909799
The TriZetto Group, Inc.	System and Method for Modeling Terms of a Contract Under Negotiation to Determine Their Impact on a Contracting Party	U.S.	10923539
The TriZetto Group, Inc.	System and Method for Using a First Electronic Representation of Contract Terms for Generating a Second Electronic Representation of the Contract Terms	U.S., Canada, European Union	10965673
The TriZetto Group, Inc.	Systems and Methods for Providing Intelligent Routing of Data Between Software Systems	U.S.	10964941
The TriZetto Group, Inc.	Health Care	U.S.	11023306

Registered Owner	Patent Title	Country	Patent No. or Application No.
	Management System Using Patient Profile Data		
The TriZetto Group, Inc.	System and Method for Selecting Healthcare Management	U.S.	11023199
The TriZetto Group, Inc.	Systems and Methods for Interfacing an Application of a First Type with Multiple Applications of a Second Type	U.S.	11124770
The TriZetto Group, Inc.	System and Method for Flexible Publishing and Consumption of Data Between Disparate Applications	U.S.	11154375
The TriZetto Group, Inc.	System and Method for Directing Payment of a Healthcare Consumer's Liability from a Healthcare Spending Account	U.S.	11214996
The TriZetto Group, Inc.	Automated, Internet-Based Secure Digital Certificate Distribution and Maintenance	U.S.	11264891
The TriZetto Group, Inc.	Enhanced Systems and Methods for Processing of Healthcare Information	U.S.	60811192

Registered Owner	Patent Title	Country	Patent No. or Application No.
The TriZetto Group, Inc.	Systems and Methods for Determining And/Or Controlling Computer System Attributes	U.S.	11491010
Quality Care Solutions, Inc.	Health Plan Management Method and Apparatus	U.S.	09990123
Quality Care Solutions, Inc.	Method of Increasing Efficiency In a Medical Claim Transaction, and Computer Program Capable of Executing Same	U.S.	11018189 Div of 6879959
The TriZetto Group, Inc.	Enhanced Systems and Methods for Processing of Healthcare Information	U.S.	11757154
CareKey, Inc.	Method and System for Distributing Health Information	AU, CA, EP, JP	PCT/US01/006001
CareKey, Inc.	Rule Management Method and System	Canada and European Union	PCT/US05/012587
The TriZetto Group, Inc.	System And Method For Using A First Electronic Representation Of Contract Terms For Generating A Second Electronic Representation Of The Contract Terms	Canada and European Union	PCT/US05/036971
The TriZetto Group, Inc.	System and Method	Canada and	PCT/US05/046464

Registered Owner	Patent Title	Country	Patent No. or Application No.
	for Selecting Healthcare Management	European Union	
The TriZetto Group, Inc.	Healthcare Management System Using Patient Profile Data	Canada and European Union	PCT/US05/046461
The TriZetto Group, Inc.	Enhanced Systems and Methods for Processing of Healthcare Information	Not Nationalized	PCT/US07/070298
The TriZetto Group, Inc.	Pharmacy Episodes of Care	U.S.	12/027,095

Trademarks and Trademark Applications

Registered owner	Trademark	Country	Registration / Application No.
Quality Care Solutions, Inc.	AQDEN	U.S.	75817717 2537144
Quality Care Solutions, Inc.	AQDEN	CTM	001669043
Quality Care Solutions, Inc.	AQDEN	Mexico	676949
Quality Care Solutions, Inc.	AQHEALTH	U.S.	78039274 2835337
Quality Care Solutions, Inc.	AQHEALTH	CTM	001669118
Quality Care Solutions, Inc.	AQHEALTH	Mexico	682142
Quality Care Solutions, Inc.	AQSERV	U.S.	76011972 2557909
Quality Care Solutions, Inc.	AQSERV	CTM	001669076
Quality Care Solutions, Inc.	AQSERV	Mexico	683066
Quality Care Solutions, Inc.	AUTOQ	U.S.	78631042 3403040
The TriZetto Group, Inc.	CAPITOL POLICY EXAMINER	U.S.	77326260 3459873
The TriZetto Group, Inc.	CAREADVANCE	U.S.	77418929
The TriZetto Group, Inc.	CAREADVANCE ENTERPRISE	U.S.	77029669 3279037
The TriZetto Group, Inc.	CAREADVANCE ENTERPRISE	U.S.	77029641 3279035
CareKey, Inc.	CAREKEY	U.S.	76033614 2583340
CareKey.com, Inc.*	CAREKEY	Israel	143111
CareKey.com, Inc.*	CAREKEY	CTM	001920347
CareKey.com, Inc.*	CAREKEY	Japan	2000115957 4588137

Registered owner	Trademark	Country	Registration / Application No.
CareKey.com, Inc.*	CAREKEY	Switzerland	12769/00 485149
The TriZetto Group, Inc.	CERTIFACTS	U.S.	74074580 1646727
The TriZetto Group, Inc.	CLAIMSEXCHANGE	U.S.	78775730 3221940
The TriZetto Group, Inc.	CLAIMSEXCHANGE	U.S.	78775735 3219729
The TriZetto Group, Inc.	CLINICAL CAREADVANCE	U.S.	77033874 3279153
The TriZetto Group, Inc.	CLINICAL CAREADVANCE	U.S.	77033878 3279154
The TriZetto Group, Inc.	DATAPICTION	U.S.	78372162 3104791
InAlySis, Inc.*	(Delta Design)	Canada	0812972 TMA516107
The TriZetto Group, Inc.	ENABLING HEALTH E BUSINESS	U.S.	75765979 2694351
The TriZetto Group, Inc.	FACETS	U.S.	78584310 3179412
The TriZetto Group, Inc.	FACETS	U.S.	78584335 3179413
The TriZetto Group, Inc.	FACETS	U.S.	77029672
The TriZetto Group, Inc.	FACETS	U.S.	77033881
The TriZetto Group, Inc.	FACETS E2 (& Design)	U.S.	78375268 3081641

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	FACETS E2 (& Design)	U.S.	78375285 3285463
The TriZetto Group, Inc.	FACETS EXTENDED ENTERPRISE	U.S.	78375294 3019804
The TriZetto Group, Inc.	FACETS EXTENDED ENTERPRISE	U.S.	78375307 3254710
The TriZetto Group, Inc.	FLEXFACTS	U.S.	1,646,725
The TriZetto Group, Inc.	GROUPFACTS	U.S.	74074579 1646726
The TriZetto Group, Inc.	HEALTH PLAN 5.0	U.S.	78372138 3105899
Quality Care Solutions, Inc.	HEALTHCARE. THE WAY YOU WANT IT TO BE.	U.S.	75881324 2643531
The TriZetto Group, Inc.	HEALTHWEB	U.S.	75376892 2378396
The TriZetto Group, Inc.	HEALTHWEB	U.S.	76658594 3296063
The TriZetto Group, Inc.	HIPAA GATEWAY	U.S.	76555633 2902996
The TriZetto Group, Inc.	HIPAA GATEWAY	U.S.	76555631 2904482
The TriZetto Group, Inc.	HIPAA SUCCESS	U.S.	76555634 2941261
InAlySis, Inc.*	INALYSIS	CTM	235002
InAlySis, Inc.*	INALYSIS	Germany	39622773
InAlySis, Inc.*	INALYSIS	France	96625951

Registered owner	Trademark	Country	Registration / Application No.
InAlySis, Inc.*	INALYSIS	Canada	0812971 TMA515887
The TriZetto Group, Inc.	INFOTRUST	U.S.	74519536 1964605
The TriZetto Group, Inc.	INFOTRUST	U.S.	75170228 2382037
Quality Care Solutions, Inc.	LEAP3	U.S.	78526729 3146687
The TriZetto Group, Inc.	LOANFACTS	U.S.	1,646,724
Quality Care Solutions, Inc.	MYHEALTH	U.S.	78856960
Quality Care Solutions, Inc.	MYHEALTHBANK	U.S.	76009833 2521200
The TriZetto Group, Inc.	NCVO	U.S.	75449069 2219020
The TriZetto Group, Inc.	NETWORX MODELER	U.S.	77039243
The TriZetto Group, Inc.	NETWORX MODELER	U.S.	77039246
The TriZetto Group, Inc.	NETWORX PRICER	U.S.	77029664
The TriZetto Group, Inc.	NETWORX PRICER	U.S.	77029653
The TriZetto Group, Inc.	NETWORX SUITE	U.S.	77059093
The TriZetto Group, Inc.	NETWORX SUITE	U.S.	77112413
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388294 3175985
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388310 3122614
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388299 3026809

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388332 3040201
The TriZetto Group, Inc.	PERSONAL ANALYST	U.S.	78399255 2957288
InAlySis, Inc.*	PERSONAL ANALYST (& Design)	France	96645988
InAlySis, Inc.*	PERSONAL ANALYST (& Design)	Canada	0824606 TMA517355
The TriZetto Group, Inc.	PERSONAL CAREADVANCE	U.S.	77029679 3279038
The TriZetto Group, Inc.	PERSONAL CAREADVANCE	U.S.	77029646 3279036
Quality Care Solutions, Inc.	POWERED BY Q	U.S.	78030666 2748623
Quality Care Solutions, Inc.	POWERED BY Q	U.S.	76150832 2751703
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190234
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190239
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190242
The TriZetto Group, Inc.	PROFESSIONAL BILLING SERVICES	Nebraska State Registration	1,649,577

Registered owner	Trademark	Country	Registration / Application No.
Quality Care Solutions, Inc.	Q (& Design)	U.S.	76038519 2546160
Quality Care Solutions, Inc.	Q (& Design)	U.S.	75753765 2737096
Quality Care Solutions, Inc.	Q (& Design)	CTM	001668896
Quality Care Solutions, Inc.	Q (& Design)	Mexico	686,965
Quality Care Solutions, Inc.	Q QMACS (& Design)	U.S.	75753766 2413758
Quality Care Solutions, Inc.	QCSI	U.S.	75874591 2497072
Quality Care Solutions, Inc.	QCSI	U.S.	76096037 2546388
Quality Care Solutions, Inc.	QCSI	CTM	001669142
Quality Care Solutions, Inc.	QCSI	Mexico	682143
Quality Care Solutions, Inc.	QMACS	U.S.	75265960 2201066
Quality Care Solutions, Inc.	QMACS	CTM	001669019
The TriZetto Group, Inc.	THE POWER OF INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190248
The TriZetto Group, Inc.	THE POWER OF INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190252
The TriZetto Group, Inc.	THE POWER OF INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190263

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	TREATMENT COST NAVIGATOR	U.S.	77208917
The TriZetto Group, Inc.	TREATMENT COST NAVIGATOR	U.S.	77208900
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033886 3279155
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033889 3279156
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033891 3279157
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77029687 3279040
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467219 2300842
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467220 2411086
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467223 2411087
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467222 2412823
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467165 2428698
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467168 2430245
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467221 2430246
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467218 2457711
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467166 2482774

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033895 3281802
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033904 3281803
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033910 3281804
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033916 3281805
The TriZetto Group, Inc.	TRIZETTO	Australia	1213815
The TriZetto Group, Inc.	TRIZETTO	Canada	1375017
The TriZetto Group, Inc.	TRIZETTO	China	N/A
The TriZetto Group, Inc.	TRIZETTO	Japan	2007-125846
The TriZetto Group, Inc.	TRIZETTO	CTM	6545586
The TriZetto Group, Inc.	TRIZETTO CAREADVANCE ENTERPRISE	U.S.	78425191 2985335
The TriZetto Group, Inc.	TRIZETTO CLINICAL CAREADVANCE	U.S.	78425277 3169481
The TriZetto Group, Inc.	TRIZETTO PERSONAL CAREADVANCE	U.S.	78425200 2985336
The TriZetto Group, Inc.	TRIZETTO PREMIER PARTNERSHIP PROGRAM	U.S.	77310602
The TriZetto Group, Inc.	TRIZETTO PREMIER PARTNERSHIP PROGRAM	U.S.	77310610

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033895 3281802
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033904 3281803
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033910 3281804
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033916 3281805
The TriZetto Group, Inc.	TRIZETTO	Australia	1213815
The TriZetto Group, Inc.	TRIZETTO	Canada	1375017
The TriZetto Group, Inc.	TRIZETTO	China	N/A
The TriZetto Group, Inc.	TRIZETTO	Japan	2007-125846
The TriZetto Group, Inc.	TRIZETTO	CTM	6545586
The TriZetto Group, Inc.	TRIZETTO CAREADVANCE ENTERPRISE	U.S.	78425191 2985335
The TriZetto Group, Inc.	TRIZETTO CLINICAL CAREADVANCE	U.S.	78425277 3169481
The TriZetto Group, Inc.	TRIZETTO PERSONAL CAREADVANCE	U.S.	78425200 2985336
The TriZetto Group, Inc.	TRIZETTO PREMIER PARTNERSHIP PROGRAM	U.S.	77310602
The TriZetto Group, Inc.	TRIZETTO PREMIER PARTNERSHIP PROGRAM	U.S.	77310610

Registered owner	Trademark	Country	Registration / Application No.
The TriZetto Group, Inc.	TZG (& Design) (Logo)	U.S.	75765980 2694352

*The Company is not currently using these foreign trademarks and is investigating the process to abandon these marks with the appropriate foreign authorities.

Copyright Registrations

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	ClaimFacts Version 6.71	U.S.	TX-6-152-451
The TriZetto Group, Inc.	Facets 4.11	U.S.	TX-6-156-312
The TriZetto Group, Inc.	GroupFacts: Version 6.71	U.S.	TX-6-151-731
The TriZetto Group, Inc.	NetworX Enterprise V3.x	U.S.	TX-6-152-452
The TriZetto Group, Inc.	NetworX Modeler V3.x	U.S.	TX-6-152-454
The TriZetto Group, Inc.	NetworX Pricer V3.x	U.S.	TX-6-152-453
The TriZetto Group, Inc.	QicLink 3.20	U.S.	TX-6-152-450
The TriZetto Group, Inc.	TriZetto Health Web Application Suite: eBill 4.12	U.S.	TX-6-156-310
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eBill 4.21	U.S.	TX-6-154-484
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eEnroll 4.12	U.S.	TX-6-154-483
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eEnroll 4.21	U.S.	TX-6-154-482
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eService 4.12	U.S.	TX-6-156-311

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eService 4.21	U.S.	TX-6-158-733
The TriZetto Group, Inc.	QicLink 2.80	U.S.	TXut-1-005-868
The TriZetto Group, Inc.	Facets	U.S.	TXut-1-055-382
InAlySis, Inc.*	Inalysis System Administrator	U.S.	TX-4-572-227
InAlySis, Inc.*	Inalysis Genie	U.S.	TX-4-572-228
InAlySis, Inc.*	Personal Analyst Version 2.0	U.S.	TX-4-572-229
InAlySis, Inc.*	Personal Analyst Version 2.0 User's Guide	U.S.	TX-4-522-145
Ferox Microsystems, Inc.*	Encore! for Windows: version 4.0	U.S.	TX-4-892-009
The TriZetto Group, Inc.	Facets & 1 other title	U.S.	V-3495-P698 (COHD)
The TriZetto Group, Inc.	Facets & 6 other titles	U.S.	V-3522-P248 (COHD)
InAlySis, Inc.*	Encore! for Windows: version 4.0 & 5 other titles	U.S.	V-3497-P651 (COHD)
The TriZetto Group, Inc.	Encore! for Windows: version 4.0 & 5 other titles	U.S.	V-3497-P652 (COHD)
The TriZetto Group, Inc.	Configuration Migration Utility Back End	U.S.	TX-6-373-386
Healthcare Media Enterprises, Inc.*	Montage 2.0 ---	U.S.	TX-458-2552

Registered owner	Title of Work	Country	Registration No.
Healthcare Media Enterprises, Inc.*	Resource optimizer, version 1.0	U.S.	TXu-703-417
Resource Information Management Systems, Inc.*	Qicclaim and related modules source program	U.S.	TX-1694738
Resource Information Management Systems, Inc.*	Qicclaim and related modules source program	U.S.	TX-1691769
Resource Information Management Systems, Inc.*	Re-Focus	U.S.	PA399008
The TriZetto Group, Inc.	Configuration Migration Utility - Front End	U.S.	PA-1-337-570
Quality Care Solutions, Inc.	AQCARE	U.S.	TX-5-504-791
Quality Care Solutions, Inc.	QMACS	U.S.	TX-5-880-100
Quality Care Solutions, Inc.	QNXT 2.0	U.S.	TXu-1-127-276
Quality Care Solutions, Inc.	QFramework	U.S.	TXu-1-135-315
Quality Care Solutions, Inc.	QNXT 2.0	U.S.	TXu-1-150-640
Quality Care Solutions, Inc.	QFramework	U.S.	TXu-1-150-641
The TriZetto Group, Inc.	E*Log	U.S.	TX-6-605-696
The TriZetto Group, Inc.	E* Data Module 2	U.S.	TX-6-605-697
The TriZetto Group, Inc.	E*Pro	U.S.	TX-6-605-698
The TriZetto Group, Inc.	QNXT 3.4	U.S.	TX-6-605-699
The TriZetto Group, Inc.	Group Load Utility	U.S.	N/A
The TriZetto Group, Inc.	Member Benefit Profile	U.S.	N/A
The TriZetto Group, Inc.	Treatment Cost Navigator	U.S.	N/A

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	Provider POS Direct	U.S.	N/A
The TriZetto Group, Inc.	CareAdvance Medicare	U.S.	N/A
The TriZetto Group, Inc.	MyHealthbank Finance	U.S.	N/A
The TriZetto Group, Inc.	Treatment Cost Navigator Installation Guide	U.S.	TX-6-843-930

* The Company has the necessary documentation to support a valid transfer of title of these copyrights from the listed registered owner to The TriZetto Group, Inc. and has made the appropriate filings with the US Copyright Office on or about July 28, 2008. The Company will forward confirmation of such filings to lender's counsel as soon as available.