

MPD 2-2-00

FORM PTO-101
Expires 06/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other Contribution of partnership interests & Dissolution of HealthWeb Systems, Ltd.

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

03/02/2000 DNGUYEN 00000419 75376892

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

ATTY NO. 22010/62697

TRADEMARK
REEL: 002029 FRAME: 0634

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75376892"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2278892"/>	<input type="text" value="2247450"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

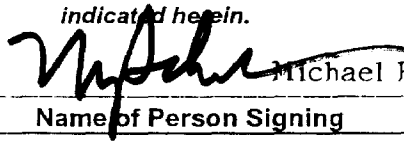

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

 Michael R Schulman 

Name of Person Signing

Signature

Date Signed



The State of Texas

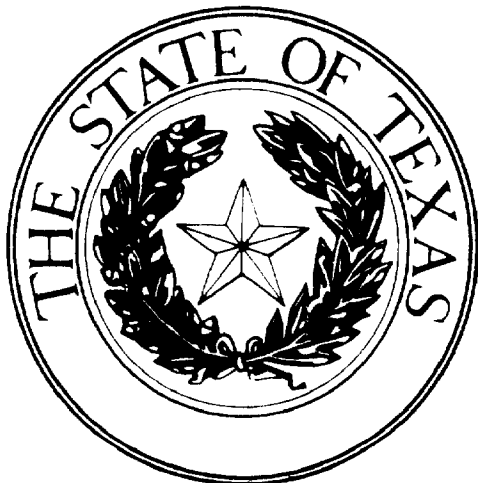
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

HEALTHWEB SYSTEMS, LTD.
FILE NO. 100107-10

CERTIFICATE OF CANCELLATION

MARCH 17, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on October 26, 1999.

Elton Bomer DAE
Secretary of State

TRADEMARK

REEL: 002029 FRAME: 0636

**CERTIFICATE OF CANCELLATION
OF
DOMESTIC LIMITED PARTNERSHIP**

FILED
In the Office of the
Secretary of State of Texas

MAR 17 1999

Corporations Section

1. The name of the partnership is: HealthWeb Systems, Ltd.
2. The partnership was formed under the laws of: Texas
3. The date of filing of its certificate of limited partnership was: August 1, 1997
The file number assigned to the limited partnership was: 100107-10
4. The certificate of the named limited partnership is cancelled for the following reasons: The dissolution and complete winding up of the limited partnership.
5. If the cancellation is not to be effective upon the filing of the certificate, the future effective date of time, which shall be a date or time certain, of cancellation is: Cancellation to be effective upon filing of this certificate.

Executed on: March 3, 1999

**HEALTHWEB SYSTEMS, LTD.,
a Texas limited partnership**

By: Creative Business Solutions, Inc..
a Texas corporation,
General Partner

By: Dennis Carnell

Name: DENNIS CARNELL

Its: PRESIDENT

CONTRIBUTION AGREEMENT

This Contribution Agreement (the "Agreement") is entered into as of March 3, 1999 by and between The TriZetto Group, Inc., a Delaware corporation ("TriZetto"), and Creative Business Solutions, Inc., a Texas corporation and wholly-owned subsidiary of TriZetto ("CBS").

RECITALS

A. TriZetto is the sole member of TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG"), owning 100% of the membership interests therein (the "TAG Interest").

B. TriZetto owns a thirteen and one-half percent (13.5%) limited partner interest (the "Limited Partner Interest") in HealthWeb, and 100% of the issued and outstanding capital stock of CBS.

C. TriZetto desires to contribute all of its right, title, and interest in the Limited Partner Interest and the TAG Interest (collectively, the "Interests") to CBS as an additional contribution to the capital of CBS.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Contribution of Interests.** TriZetto hereby transfers, free and clear of all claims, liens, options and encumbrances of any kind or nature whatsoever, all right and title in and to the Limited Partner Interest and the TAG Interest to CBS as an additional contribution to the capital of CBS, and CBS hereby accepts and receives the Interests as an additional capital contribution.

2. **Capital Account.** CBS shall increase the appropriate capital account of CBS to reflect the contribution of Interests made herein.

3. **TriZetto Representations and Warranties.** TriZetto hereby represents and warrants as follows:

(a) TriZetto conveys to CBS all of its right, title and interest in and to the Limited Partner Interest and the TAG Interest.

(b) No other person has any claim whatsoever to the Interests.

(c) TriZetto has full power and authority to make the transfer of the Interests, and the Interests have not been encumbered by, and are not subject to, any lien.

(d) TriZetto has complied with all requirements of the Partnership Agreement necessary to effect the transfer of the Interests to CBS and to vest CBS with all rights to the Interests.

(e) This Agreement has been duly authorized, executed and delivered by TriZetto, and is the legal, valid and binding obligation of TriZetto, enforceable against it in accordance with its terms.

4. **CBS Representations and Warranties.** CBS hereby represents and warrants as follows:

(a) CBS is the sole partner of the Partnership by reason of the transfer of the Interests.

(b) CBS has complied with all requirements of the Partnership Agreement necessary to effect the transfer of the Interests, and such transfer will cause CBS to be the sole partner of the Partnership.

(c) This Agreement has been duly authorized, executed and delivered by CBS and is the legal, valid and binding obligation of CBS, enforceable against CBS in accordance with its terms.

5. **TriZetto Release of Claims.** TriZetto hereby releases any and all claims that it may have against the Partnership and CBS arising out of or related to its ownership of the Interests.

6. **Miscellaneous.**

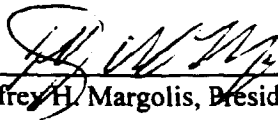
6.1 **Further Assurances.** Each party hereto agrees to execute any and all documents reasonably required in order to better carry out the purposes of this Agreement.

6.2 **Choice of Law.** This Agreement is deemed to have been made in the State of Delaware, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of such state as such apply to contracts made and to be performed in that state.

6.3 **Counterparts.** This Agreement may be executed in separate counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

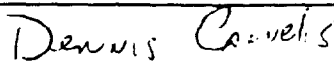
THE TRIZETTO GROUP, INC.,
a Delaware corporation

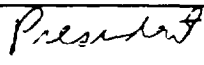


Jeffrey H. Margolis, President

CREATIVE BUSINESS SOLUTIONS, INC.,
a Texas corporation

By: 

Name: 

Its: 

**AGREEMENT OF
OF THE LIMITED PARTNERS AND GENERAL PARTNER
OF
HEALTHWEB SYSTEMS, LTD.
a Texas Limited Partnership**

We, the undersigned, comprising all of the partners ("Partners") of HealthWeb Systems, Ltd., a Texas limited partnership (the "Partnership"), hereby agree as follows:

RECITALS

A. The TriZetto Group, Inc., a Delaware corporation ("TriZetto"), is the sole member of TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG"), which owns a 1% general partner interest in the Partnership and a 13.5% limited partner interest in the Partnership (collectively, the "Partnership Interests");

B. TriZetto and TAG desire to transfer (the "Transfers") their respective Partnership Interests to Creative Business Solutions, Inc., a Texas corporation ("CBS");

C. Pursuant to Section 9.1 of the Agreement of Limited Partnership of HealthWeb Systems, Ltd., as amended (the "Partnership Agreement"), the general partner may transfer its partnership interest only upon the approval of all the nontransferring partners, and each limited partner may transfer its partnership interest only upon the prior written approval of the general partner;

D. The Partners desire to grant their approval of the Transfers, and waive any right of first refusal granted pursuant to Section 9.2 of the Partnership Agreement; and

E. After the Transfers, CBS will hold all of the interests in the Partnership resulting in a termination of the Partnership pursuant to Section 2 of the Texas Uniform Limited Partnership Act, and the parties hereto desire to provide for the orderly winding up and dissolution of the Partnership by approving a Dissolution and Termination Agreement substantially in the form as the attached Exhibit A.

AGREEMENT

NOW, THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the partners hereby agree as follows:

1. The Partners hereby consent to the transfer of the Partnership Interests to CBS, and waive any and all rights of first refusal pursuant to Section 9.2 of the Partnership Agreement related to the Transfers.

2. In accordance with Section 9.1 of the Partnership Agreement, and by execution of this Agreement, CBS hereby agrees to be bound by the terms of the Partnership Agreement as to the Partnership Interests.

3. The Partners hereby agree to execute and deliver a Dissolution and Termination Agreement substantially in the form attached hereto as Exhibit A, and execute any and all other documents necessary to provide for the orderly dissolution, winding up and liquidation of the Partnership as a result of the Transfers.

4. The proper officers of the Partnership be, and each of them hereby is, authorized, directed and empowered to execute, in the name and on behalf of the Partnership, any and all documents, agreements, instruments and certificates and to take any and all steps (including payment of all expenses) deemed by them to be necessary or desirable to carry out the dissolution of the Partnership.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of 3 day of March __, 1999.

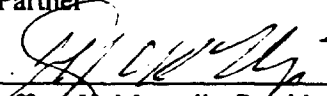
PARTNERS

TRIZETTO ACQUISITION GROUP, LLC,
a Delaware limited liability company,
General Partner

By: The TriZetto Group, Inc.,
a Delaware corporation,
Member

By: 
Jeffrey H. Margolis, President

THE TRIZETTO GROUP, INC.,
a Delaware corporation,
Limited Partner

By: 
Jeffrey H. Margolis, President

CREATIVE BUSINESS SOLUTIONS, INC.,
a Texas corporation,
Limited Partner

By: 

Name: DENNIS CONNORS

Its: President

EXHIBIT A

DISSOLUTION AND TERMINATION AGREEMENT

See Tab 59

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**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER
OF
TRIZETTO ACQUISITION GROUP, LLC**

The undersigned sole member of TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG"), hereby adopts the following recitals and resolutions:

DISSOLUTION OF TAG

WHEREAS, the sole member of TAG desires to dissolve TAG pursuant to the terms of a Dissolution and Termination Agreement in substantially the form of Exhibit A attached hereto (the "Dissolution Agreement"); and

WHEREAS, TAG may be dissolved, pursuant to Section 6.1(a) of the Operating Agreement of TAG, upon the written approval of its members.

NOW, THEREFORE, BE IT RESOLVED, that in the judgement of the sole member of TAG, it is deemed advisable that the TAG be dissolved pursuant to the terms of the Dissolution Agreement; and


RESOLVED FURTHER, that the terms of the Dissolution Agreement are hereby approved; and

RESOLVED FURTHER, that the directors of the sole member be, and each of them hereby is, authorized, directed and empowered to execute, in the name and on behalf of TAG, any and all documents, agreements, instruments and certificates and to take any and all steps (including payment of all expenses) deemed by them to be necessary or desirable to carry out the dissolution of TAG.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of March 3, 1999.

SOLE MEMBER

THE TRIZETTO GROUP, INC.,
a Delaware corporation



Jeffrey H. Margolis, President

CERTIFICATE OF CANCELLATION
OF
DOMESTIC LIMITED PARTNERSHIP

FILED
In the Office of the
Secretary of State of Texas

MAR 17 1999

Corporations Section

1. The name of the partnership is: HealthWeb Systems, Ltd.
2. The partnership was formed under the laws of: Texas
3. The date of filing of its certificate of limited partnership was: August 1, 1997
The file number assigned to the limited partnership was: 100107-10
4. The certificate of the named limited partnership is cancelled for the following reasons: The dissolution and complete winding up of the limited partnership.
5. If the cancellation is not to be effective upon the filing of the certificate, the future effective date of time, which shall be a date or time certain, of cancellation is: Cancellation to be effective upon filing of this certificate.

Executed on: March 3, 1999

HEALTHWEB SYSTEMS, LTD.,
a Texas limited partnership

By: Creative Business Solutions, Inc.,
a Texas corporation,
General Partner

By: Dennis Carnels

Name: DENNIS CARNELS

Its: PRESIDENT

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Elton Bomer
Secretary of State

Office of the Secretary of State

ENTITY:

HEALTHWEB SYSTEMS, LTD.

FILE NUMBER:

100107-10

DOCUMENT FILED:

CERTIFICATE OF CANCELLATION OF LIMITED PARTNERSHIP

FILED: MARCH 17, 1999

EFFECTIVE: MARCH 17, 1999

This letter will acknowledge the receipt and filing of the above referenced document. The relevant statutory provision does not provide for a certificate of filing for this type of document and, therefore, this letter may be used as evidence of filing.

Corporations Section
Statutory Filings Division
512-463-5581

**DISSOLUTION AND TERMINATION AGREEMENT
HEALTHWEB SYSTEMS, LTD.**

This Dissolution and Termination Agreement (the "Agreement") is entered into as of March 3, 1999 by and between HealthWeb Systems, Ltd., a Texas limited partnership (the "Partnership"), The TriZetto Group, Inc., a Delaware corporation ("TriZetto"), TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG") and Creative Business Solutions, Inc., a Texas corporation and wholly-owned subsidiary of TriZetto ("CBS").

RECITALS

A. TriZetto transferred to CBS its entire right, title and interest in and to (i) its 100% ownership interest in TAG, which held a one percent (1%) general partner interest in the Partnership, and (ii) a thirteen and one-half percent (13.5%) limited partner interest in the Partnership (the "TriZetto Transfer"), each pursuant to that certain Contribution Agreement dated as of March 3, 1999. TAG's one percent (1%) general partner interest and TriZetto's a thirteen and one-half percent (13.5%) limited partner interest shall be referred to herein as the Transferred Interests.

B. Pursuant to the certain Dissolution and Termination Agreement of TAG, dated as of March 3, 1999, TAG distributed its one percent (1%) general partner interest in the Partnership to CBS (the "TAG Transfer") pursuant to the dissolution of TAG.

C. Prior to the TriZetto Transfer and the TAG Transfer, CBS owned an 85.5% limited partner interest in the Partnership, and as a result of such Transfers, 100% of the partner interests in the Partnership were held by CBS resulting in a termination of the Partnership pursuant to Section 2 of the Texas Uniform Limited Partnership Act ("Termination").

D. As a result of the Termination, the parties hereto desire to provide for the orderly dissolution and winding up of the affairs of the Partnership, which shall include, among other things, the distribution of all of the assets of the Partnership (the "Partnership Assets") to CBS free and clear of any and all claims to such assets by TriZetto and TAG, and to acknowledge that TriZetto and TAG have no claims against the Partnership or CBS on account of their respective former ownership or transfer of the Transferred Interests.

AGREEMENT

NOW, THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. By reason of the TriZetto Transfer and the TAG Transfer, as well as the agreement of the parties hereto, the Partnership shall hereby be dissolved and terminated (the "Dissolution").

2. By reason of the Dissolution, all of the Partnership Assets are hereby distributed to CBS free and clear of any and all claims or liens of TriZetto and/or TAG, and in accordance with Section 11.1(b) of the Partnership Agreement, CBS hereby agrees to provide for the payment of any costs and/or expenses related to the Dissolution, and to make provision for the payment of the Partnership's creditors.

3. CBS shall have full power and authority, and shall have the duty, to wind up the Partnership's business and affairs and to dissolve and terminate the Partnership, including, but not limited to, the full power and authority, and the duty, to:

(a) Prepare, execute, file, record, and publish, any agreements, documents, or instruments connected with the dissolution, winding up and termination of the business and affairs of the Partnership.

(b) Take all other actions that are (i) incidental to the foregoing powers, (ii) necessary or appropriate to the performance of the duties of the General Partner under this Agreement, or (iii) required by law or the Partnership Agreement in connection with the dissolution, winding up or termination of a Texas limited partnership.

4. TriZetto and TAG each hereby respectively represents and warrants as follows:

(a) This Agreement has been duly authorized, executed and delivered, and is the legal, valid and binding obligation of TriZetto and TAG, enforceable against them in accordance with the terms contained herein.

(f) TriZetto and TAG each have no claims whatsoever against the Partnership, its assets or CBS arising out of or by reason of their respective ownership of the Transferred Interests.

5. CBS hereby represents as follows:

(a) CBS is the sole partner of the Partnership by reason of the transfer of the Transferred Interests.

(b) CBS has complied with all requirements of the Partnership Agreement necessary to effect the transfer of the Transferred Interests, and such Transfer caused CBS to be the sole partner of the Partnership.

(c) This Agreement has been duly authorized, executed and delivered by CBS and is the legal, valid and binding obligation of CBS, enforceable against CBS in accordance with its terms.

6. Each party hereto agrees to execute any and all documents or agreements reasonably requested in order to effectuate the purpose of this Agreement, the transfer of the Partnership Assets, and the Dissolution, including, without limitation, an amendment to the Partnership Agreement and/or a Certificate of Cancellation with respect to the dissolution and termination of the Partnership, and any other filings, recordings, notices or statements to effectuate the purposes of this Agreement.

7. (a) This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), shall constitute a continuing waiver unless otherwise expressly provided nor shall be effective unless in writing and executed by the parties. The parties may not amend or modify this Agreement except by a writing executed by all parties.

(b) All representations, warranties, and agreements made by any party hereto in this agreement shall survive the execution and delivery of this Agreement.

(c) In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

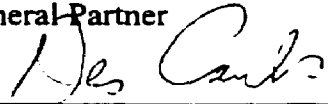
(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(e) All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and assigns (each of which such transferees, successors and assigns shall be deemed to be a party hereto for all purposes hereof) and no transfer or assignment by any party shall relieve such party of any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Dissolution and Termination Agreement as of the day and year first set forth above.

HEALTHWEB SYSTEMS, LTD.,
a Texas limited partnership


By: Creative Business Solutions, Inc.,
a Texas corporation,
General Partner

By: 

Name: Dennis Connelis

Its: President

THE TRIZETTO GROUP, INC.,
a Delaware corporation

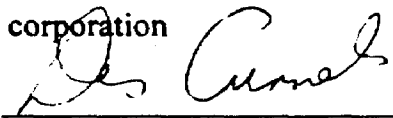
By: 
Jeffrey H. Margolis, President

TRIZETTO ACQUISITION GROUP, LLC,
a Delaware limited liability company,
General Partner

By: The TriZetto Group, Inc.,
a Delaware corporation,
Member

By: 
Jeffrey H. Margolis, President

CREATIVE BUSINESS SOLUTIONS, INC.,
a Texas corporation

By: 

Name: Dennis Connelis

Its: President

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**ACTION BY WRITTEN CONSENT
OF THE SOLE MEMBER
OF
TRIZETTO ACQUISITION GROUP, LLC**

The undersigned sole member of TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG"), hereby adopts the following recitals and resolutions:

DISSOLUTION OF TAG

WHEREAS, the sole member of TAG desires to dissolve TAG pursuant to the terms of a Dissolution and Termination Agreement in substantially the form of Exhibit A attached hereto (the "Dissolution Agreement"); and

WHEREAS, TAG may be dissolved, pursuant to Section 6.1(a) of the Operating Agreement of TAG, upon the written approval of its members.

NOW, THEREFORE, BE IT RESOLVED, that in the judgement of the sole member of TAG, it is deemed advisable that the TAG be dissolved pursuant to the terms of the Dissolution Agreement; and


RESOLVED FURTHER, that the terms of the Dissolution Agreement are hereby approved; and

RESOLVED FURTHER, that the directors of the sole member be, and each of them hereby is, authorized, directed and empowered to execute, in the name and on behalf of TAG, any and all documents, agreements, instruments and certificates and to take any and all steps (including payment of all expenses) deemed by them to be necessary or desirable to carry out the dissolution of TAG.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of March 3, 1999.

SOLE MEMBER

THE TRIZETTO GROUP, INC.,
a Delaware corporation



Jeffrey H. Margolis, President

State of Delaware

Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "TRIZETTO ACQUISITION GROUP, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 1999, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

3000039 8100

991105637

AUTHENTICATION:

9635797

DATE:

03-18-99

TRADEMARK
REEL: 002029 FRAME: 0652

**CERTIFICATE OF CANCELLATION
OF
TRIZETTO ACQUISITION GROUP, LLC**

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is TriZetto Acquisition Group, LLC.
2. The date of filing of the certificate of formation of the limited liability company in the Office of the Secretary of State of the State of Delaware was February 2, 1999.
3. The reason for filing this certificate of cancellation is:

The dissolution and the completion of winding up of the limited liability company.
4. The effective time of the cancellation herein certified shall be the date upon which this certificate is filed.

Executed on: March 3, 1999

**TRIZETTO ACQUISITION GROUP, LLC,
a Delaware limited liability company**

By: Creative Business Solutions, Inc.
a Texas corporation,
Member

By: 

Name: DENNIS CANNELS

Its: PRESIDENT

639615.1\16367.0002

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/18/1999
991105637 - 3000039

TRADEMARK
REEL: 002029 FRAME: 0653

62

**DISSOLUTION AND TERMINATION AGREEMENT
TRIZETTO ACQUISITION GROUP, LLC**

This Dissolution and Termination Agreement is entered into as of March 3, 1999 (the "Agreement") by and between Creative Business Solutions, Inc., a Texas corporation ("CBS"), and TriZetto Acquisition Group, LLC, a Delaware limited liability company ("TAG").

RECITALS

A. TAG was created pursuant to the terms of that Certificate of Formation, dated as of February 2, 1999, and is also governed by the terms of that certain Operating Agreement of TriZetto Acquisition Group, LLC, dated as of February 2, 1999 (the "Operating Agreement").

B. CBS desires to dissolve, wind up, and terminate TAG pursuant to the terms of this Agreement, the Operating Agreement and the General Corporation Law of Delaware.

C. Pursuant to the dissolution of TAG, the assets of TAG will be distributed to CBS, which assets include a 1% general partner interest in HealthWeb Systems, Ltd., a Texas limited partnership (the "Assets").

NOW, THEREFORE, based on the foregoing, and in consideration of the mutual agreements, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Dissolution**. Pursuant to Section 6.1(a) of the Operating Agreement, CBS hereby dissolves TAG effective as of the date of this Agreement (the "Date of Dissolution"). Effective as of the Date of Dissolution, CBS shall not have any authority to incur any obligations or liabilities on behalf of TAG, or to participate in any way in the business of TAG, except as otherwise specified in this Agreement or as may be required to complete the actions necessary to accomplish the objectives of this Agreement.

2. **Method of Dissolution and Appointment of Liquidating Member**. CBS shall dissolve, wind up and terminate TAG in accordance with all applicable laws and in accordance with the Operating Agreement, and shall have the authority and exclusive rights and responsibilities for winding up TAG's business activities as set forth in Section 3 herein.

3. **Powers and Duties of CBS**. CBS, on behalf of TAG, shall have full power and authority, and shall have the duty, to wind up TAG's business activities and to dissolve and terminate TAG, including, but not limited to, the full power and authority, and the duty, to:

(a) Prepare, execute, file, record, and publish on behalf of TAG, any agreements, documents, or instruments connected with the dissolution, winding up and termination of the business and affairs of TAG.

(b) Take all other actions that are (i) incidental to the foregoing powers, (ii) necessary or appropriate to the performance of its duties under this Agreement, or (iii) required

by law or the Operating Agreement in connection with the dissolution, winding up or termination of a limited liability company.

4. **Distributions.** All assets of TAG shall, pursuant to the Agreement to dissolve TAG hereunder, be distributed to CBS as the sole member of TAG, with such distribution to be made in accordance with the law and the Operating Agreement.

5. **Assumption of Liabilities.** CBS hereby agrees to assume all liabilities for taxes of TAG and to pay the costs of liquidation incurred by TAG.

6. **Retention and Access to Records.** After termination of TAG, CBS shall retain the custody of TAG's books and records, for a period of four years (or such longer period as may be required by applicable law).

7. **Further Assurances.** CBS shall execute and deliver such further documents and instruments as may be deemed necessary or advisable in order to effect, and shall file, publish, and record as necessary with any appropriate governmental agencies the fact of the dissolution and termination of TAG.

8. **Entire Agreement; Successors and Assigns; Amendment.** This Agreement constitutes the entire Agreement with regard to the subject matter hereof between the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may not be amended, superseded, or altered except by an instrument in writing signed by all of the parties hereto.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CREATIVE BUSINESS SOLUTIONS, INC.,
a Texas corporation

By: *Dennis Connells*
Name: DENNIS CONNELLS
Its: PRESIDENT

TRIZETTO ACQUISITION GROUP, LLC,
a Delaware limited liability company

By: Creative Business Solutions, Inc.,
a Texas corporation
Member

By: *Dennis Connells*
Name: DENNIS CONNELLS
Its: PRESIDENT