



**Schedule A****Trademarks**

Certificate of Registration No. 396 43 508.4 (Class 9) in Germany issued November 29, 1996 for the Trademark: PERSONAL ANALYST and Design.

Certificate of Registration No. 2,152,892 (Class 9) issued by the United States Patent and Trademark Office on April 21, 1998 for the Trademark: Delta Design.

Certificate of Registration No. 2,152,910 (Class 9) issued by the United States Patent and Trademark Office on April 21, 1998 for the Trademark: PERSONAL ANALYST and Design.

Certificate of Registration No. 235002 (Class 9) in the European Community issued November 11, 1998 for the Trademark: INALYSYS.

Certificate of Registration No. 2,072,735 (Class 9) issued by the United States Patent and Trademark Office on June 17, 1997 for the Trademark: INALYSYS.

Certificate of Registration No. 2111461 (Class 9) in the United Kingdom issued October 1, 1998 for the Trademark: PERSONAL ANALYST and Design.

Certificate of Registration No. 96625951 (Class 9) in France issued May 17, 1996 for the Trademark: INALYSYS.

Certificate of Registration No. 396 22 773.2 (Class 9) in Germany issued September 16, 1996 for the Trademark: INALYSYS.

Certificate of Registration No. TMA515,887 (Class 9) in Canada issued August 31, 1999 for the Trademark: INALYSYS.

Certificate of Registration No. TMA516,107 (Class 9) in Canada issued September 9, 1999 for the Trademark: Delta Design.

Certificate of Registration No. TMA516,107 (Class 9) in Canada issued September 29, 1999 for the Trademark: PERSONAL ANALYST and Design.

Certificate of Registration No. 2101261 (Class 9) in the United Kingdom issued December 6, 1999 for the Trademark: Delta Design.

Certificate of Registration No. 396 31 338.8 (Class 9) in Germany issued November 6, 1996 for the Trademark: Delta Design.

Certificate of Registration No. 96645988 (Class 9) in France issued October 15, 1996 for the Trademark: PERSONAL ANALYST and Design.

## TRADEMARK AND COPYRIGHT ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made as of the 27th day of January, 2003 among InAlysys, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), Credit Managers Association of California, a corporation organized and existing under the laws of the State of California ("CMA"), solely in its capacity as Assignee For the Benefit of the Creditors of Assignor, and The TriZetto Group, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

**WHEREAS**, Assignor claims to be the owner of certain trademarks and the logos associated therewith, described more specifically herein and the commercial goodwill symbolized thereby (collectively, the "Trademarks");

**WHEREAS**, Assignor claims to be the owner of certain copyrights described more specifically herein (the "Copyrights," and together with the Trademarks, the "Assigned Property");

**WHEREAS**, in connection with this Assignment, Assignor agrees to assign its entire right, title and interest in and to the Assigned Property to CMA, as an assignee for the benefit of creditors, and CMA agrees to subsequently assign all such right, title and interest to Assignee;

**WHEREAS**, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Assigned Property;

**WHEREAS**, Assignor and CMA have entered into a General Assignment dated January 27, 2003 (the "General Assignment"), whereby Assignor assigned substantially all of its assets to CMA; and

**WHEREAS**, CMA and Assignee have entered into an Assignee's Bill of Sale dated January 27, 2003 (the "Bill of Sale"), whereby the Assignee purchased substantially all of the right, title and interest in and to the assets of Assignor that were assigned to CMA in its trust capacity as an assignee for the benefit of creditors.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor claims to be the owner of record of the interest in the Trademarks, a list of which is attached hereto as Schedule A and incorporated by reference, and the Copyrights, a list of which is attached hereto as Schedule B and incorporated by reference, and claims to have full right to convey the interest herein assigned, and Assignor has not executed, and will not execute, any agreement in conflict herewith.

2. Assignor has assigned its entire right, title and interest in and to the Assigned Property, all income, royalties, damages, and payments now or hereafter due or payable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world to CMA pursuant to the General Assignment and Assignor has not executed, and will not execute, any agreement in conflict herewith.
3. CMA hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, all income, royalties, damages, and payments now or hereafter due or payable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world, all without any representation or warranty. Such Assigned Property being transferred as is, where is and with all faults.
4. Each of Assignor and CMA hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States of America and any official of any country or countries foreign to the United States whose duty it is to record the Trademark registrations, Copyright registrations, applications and title thereto, to record the Assigned Property as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
5. Each of Assignor and CMA further agrees, and in keeping with the provisions of paragraph 3 above, without further consideration and at Assignee's expense, to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where Trademark or Copyright registrations or applications for the Trademarks or Copyrights may be issued or pending.
6. Assignor hereby agrees and covenants to cease the use of, and cause any affiliate to cease the use of, any and all of the Assigned Property as of the date hereof.
7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.
8. The validity, performance and enforcement of this Assignment shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the undersigned parties have signed this agreement as of this 27<sup>th</sup> day of January, 2003.

ASSIGNOR:  
INALYSYS, INC.



By: Bradley J. Rosborough  
Title: Chief Financial Officer and Secretary

CMA:  
CREDIT MANAGERS ASSOCIATION OF  
CALIFORNIA, in its trust capacity as Assignee For  
the Benefit of Creditors of Inalysys, Inc.

\_\_\_\_\_  
By:  
Title:

ASSIGNEE:  
THE TRIZETTO GROUP, INC.

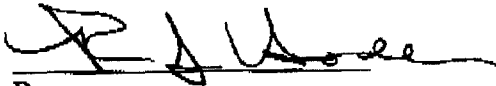
\_\_\_\_\_  
By:  
Title:

IN WITNESS WHEREOF, the undersigned parties have signed this agreement as of this 27th day of January, 2003.

ASSIGNOR:  
INALYSYS, INC.

\_\_\_\_\_  
By:  
Title:

CMA:  
CREDIT MANAGERS ASSOCIATION OF  
CALIFORNIA, in its trust capacity as Assignee For  
the Benefit of Creditors of InAlsys, Inc.

  
\_\_\_\_\_  
By:  
Title: **ROBERT J. HODER, SECRETARY**

ASSIGNEE:  
THE TRIZETTO GROUP, INC.

\_\_\_\_\_  
By:  
Title:

IN WITNESS WHEREOF, the undersigned parties have signed this agreement as of this 27th day of January, 2003.

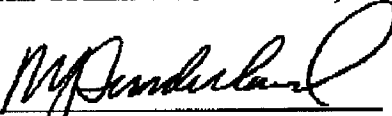
ASSIGNOR:  
INALYSYS, INC.

\_\_\_\_\_  
By:  
Title:

CMA:  
CREDIT MANAGERS ASSOCIATION OF  
CALIFORNIA, in its trust capacity as Assignee For  
the Benefit of Creditors of InAlsys, Inc.

\_\_\_\_\_  
By:  
Title:

ASSIGNEE:  
THE TRIZETTO GROUP, INC.

  
\_\_\_\_\_  
By: Michael J. Sunderland  
Title: Senior VP, Chief Financial Officer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On January 27, 2003, before me, Kent M. Clayton, Notary Public, personally appeared BRADLEY J. ROSBOROUGH, Chief Financial Officer and Secretary of INALYSYS, INC., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Kent M. Clayton*  
\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires: Aug. 19, 2003





STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On **January 24, 2003**, before me, **Michael L. Joncich**, Notary Public, personally appeared **Robert J. Hoder**, personally known by me to be the **Secretary of Credit Managers Association of California, doing business as CMA Business Credit Services**, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and Official Seal.

*Michael L. Joncich*  
\_\_\_\_\_



Description of Attached Document

Title or Type of Document: **Trademark and Copyright Assignment**

Document Date: **January 27, 2003**

Number of Pages: **21**

Signer's Name: **Robert J. Hoder**

Capacity: **Secretary**

Representing: **Credit Managers Association of California**

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Michael J. Sunderland known to me to be the Senior Vice President, Chief Financial Officer of The TriZetto Group, Inc. appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 24<sup>th</sup> day of January, 2003.

Kathleen A Malone  
Notary Public

My commission expires: 9/10/06



**Schedule B****Copyrights**

Copyright Registration No. TX 4892009 issued August 9, 1999 to InAlysys, Inc. for ENCORE!  
4.0 FOR WINDOWS.\*

Certificate of Recordation of Second Amendment to the Software License Agreement and  
Software Assignment between Ferox Microsystems, Inc. and InAlysys, Inc. recorded with the  
Registrar of Copyrights on April 17, 2001 at Volume 3461, Page 239.

Certificate of Recordation of Amendment to the Software License Agreement and Software  
Assignment between Ferox Microsystems, Inc. and InAlysys, Inc. recorded with the Registrar of  
Copyrights on August 9, 1999 at Volume 3439, Page 699.

Certificate of Recordation of Software License Agreement and Software Assignment between  
Ferox Microsystems, Inc. and InAlysys, Inc. recorded with the Registrar of Copyrights on  
August 9, 1999 at Volume 3439, Page 989.

Copyright Registration No. TX 4572227 issued April 16, 1997 to InAlysys, Inc. for INALYSYS  
SYSTEM ADMINISTRATOR computer program text.

Copyright Registration No. TX 4572228 issued April 16, 1997 to InAlysys, Inc. for INALYSYS  
GENIE computer program text.

Copyright Registration No. TX 4572229 issued April 16, 1997 to InAlysys, Inc. for PERSONAL  
ANALYST VERSION 2.0 computer program text.

Copyright Registration No. TX 4892009 issued November 18, 1998 to Ferox Microsystems, Inc.  
for ENCORE! 4.0 FOR WINDOWS computer program text.

Copyright Registration No. TX 4522145 issued April 16, 1997 to InAlysys, Inc. for PERSONAL  
ANALYST USER GUIDE VERSION 2.0 (text and graphics).

**\* InAlysys is the owner of Copyright Registration No. TX 4892009 by virtue of the  
Certificate of Recordation at Volume 3461, Page 239**

**ASSIGNEES BILL OF SALE**

Burbank, California

January 27, 2003

Credit Managers Association of California, a California corporation ("CMAC") in its trust capacity as Assignee for the Benefit of Creditors of INALYSYS, INC., a Delaware corporation ("Assignor"), for fair and valuable consideration in the total sum of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign and transfer to The TriZetto Group, Inc., a Delaware corporation ("Buyer"), having its principal place of business located at 567 San Nicolas Drive, Suite 360, Newport Beach, CA 92660, all of CMAC's right, title and interest in and to the property of the Assignor that has been assigned to CMAC pursuant to the certain General Assignment for the benefit of Assignor's creditors accepted by CMAC on January 27, 2003, and as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "Assets") all without representations or warranties of any kind or nature whatsoever, either express or implied; such Assets being sold, assigned and transferred as is, where is and with all faults.

Except for executory obligations arising after the date of this Bill of Sale under the agreements identified on the Contracts Schedule attached to Exhibit A, Buyer is not assuming any liabilities or obligations of Assignor, whether known or unknown, fixed or contingent.

CMAC has full power and authority to enter into this Bill of Sale and to fulfill its obligations hereunder, and has caused this Bill of Sale to be duly executed and delivered to Buyer.

CMAC shall deliver, or cause to be delivered, the Assets to Buyer immediately following execution of this Bill of Sale and payment of the consideration set forth above, and CMAC shall execute and deliver such other documents or instruments as Buyer may reasonably request to evidence transfer of the Assets to Buyer, including, without limitation, a copyright and trademark assignment in the form attached as Exhibit "B" and incorporated herein by this reference.

Buyer hereby agrees to indemnify defend and hold CMAC harmless from any and all claims, demands, liabilities, losses, damages, recoveries, settlements, and expenses, including but not limited to attorneys fees, arising from, related to or in connection with the sale, transfer and assignment of the Assets that may occur after the date hereof.


[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

"CMAC":

LA 3778v1 1/13/2003

TRADEMARK  
REEL: 002673 FRAME: 0515

**Credit Managers Association of California,  
in its capacity of Assignee for the Benefit of  
Creditors of INALYSYS, INC., a Delaware corporation**

By: 

Printed Name and Title ROBERT J. HODER, SECRETARY

The Buyer hereby accepts the terms and conditions set forth hereinabove in this Bill of Sale.

"Buyer"

**THE TRIZETTO GROUP, INC.**

By: \_\_\_\_\_

Printed Name & Title \_\_\_\_\_

Credit Managers Association of California,  
in its capacity of Assignee for the Benefit of  
Creditors of INALYSYS, INC., a Delaware corporation

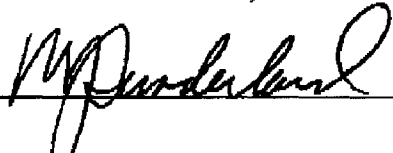
By: \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

The Buyer hereby accepts the terms and conditions set forth hereinabove in this Bill of Sale.

"Buyer"

THE TRIZETTO GROUP, INC.

By:  \_\_\_\_\_

Michael J. Sunderland  
Senior Vice President, Chief Financial Officer

**EXHIBIT A**

**Assets**

See attached Schedules.

**EXHIBIT B**

**Form of Copyright and Trademark Assignment**

Attached.



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Copyright Registration No. TX 4572229 issued April 16, 1997 to InAlysys, Inc. for PERSONAL  
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Copyright Registration No. TX 4892009 issued November 18, 1998 to Ferox Microsystems, Inc.  
for ENCORE! 4.0 FOR WINDOWS computer program text.

Copyright Registration No. TX 4522145 issued April 16, 1997 to InAlysys, Inc. for PERSONAL  
ANALYST USER GUIDE VERSION 2.0 (text and graphics).

**\* InAlysys is the owner of Copyright Registration No. TX 4892009 by virtue of the  
Certificate of Recordation at Volume 3461, Page 239**

**Contracts Schedule**

End User Software License Agreement dated as of August 6, 1999 between InAlysys, Inc. and Advocate Medical Group and related End User Software Maintenance Agreement dated as of August 6, 1999 between InAlysys, Inc. and Advocate Medical Group.

End User Software License Agreement dated as of January 7, 2000 between InAlysys, Inc. and and related End User Software Maintenance Agreement dated as of January 7, 2000 between InAlysys, Inc. and Advocate Health Centers, Inc.

Mutual Nondisclosure and Confidentiality Agreement dated as of November 29, 2000 between InAlysys, Inc. and North Kansas City Hospital.

Subscriber Agreement dated as of November 29, 2000 between InAlysys, Inc. and North Kansas City Hospital.

End User Software License Agreement dated as of August 10, 2001 between InAlysys, Inc. and North Kansas City Hospital and related End User Software Maintenance Agreement dated as of August 10, 2001.

End User Software License Agreement dated as of June 29, 1999 between InAlysys, Inc. and Capital Factors, Inc. and related End User Software Maintenance Agreement dated as of June 29, 1999; including attached Optional Source Code Escrow Services Agreement.

Preferred Escrow Agreement (Account No. 0914370-00001-0301200) dated July 27, 1999 by and among DSI Technology Escrow Services, Inc., InAlysys, Inc. and Capital Factors, Inc. (for Personal Analyst Source Code).

Technology Escrow Deposit Confirmation Agreement dated December 3, 2002 between InAlysys, Inc. and DSI Technology Escrow Services.

Subscriber Agreement dated as of January 16, 2002 between InAlysys, Inc. and Child Health Care Corporation of America.

End User Software License Agreement dated as of June 25, 2002 between InAlysys, Inc. and Child Health Corporation of America and related End User Software Maintenance Agreement dated as of June 25, 2002.

**Contracts Schedule – Page 2**

Member Hospital Subscriber Agreement by and among InAlysys, Inc., Child Health Corporation of America and each of the following member hospital subscribers:

The Children's Medical Center – Dayton, Ohio (7/1/02 – 6/30/03)  
Lucille Packard Children's Hospital at Stanford – Palo Alto, CA (dated August 13, 2002, for the period 7/1/02 – 6/30/03)  
Children's Healthcare Services – Omaha, Nebraska (7/1/02 – 6/30/03)  
All Children's Hospital – St. Petersburg, Florida (7/1/02 – 6/30/03)  
Children's Hospitals and Clinics – Minneapolis, Minnesota (dated August 18, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital of Los Angeles – Los Angeles, California (7/1/02 – 6/30/03)  
Methodist Healthcare – Memphis Hospitals d/b/a Le Bonheur Children's Medical Center - Memphis, Tennessee (dated July 1, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital Medical Center – Cincinnati, Ohio (dated August 22, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital – Boston, Massachusetts (dated August 23, 2001, for the period 7/1/02 – 6/30/03)  
Driscoll Children's Hospital – Corpus Christi, Texas (dated October 16, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital of Pittsburgh of UPMC Health System (7/1/02 – 6/30/03), together with Addendum to Software License and Member Hospital Subscriber Agreement dated on or about September 6, 2002  
The Children's Hospital of Philadelphia – Philadelphia, Pennsylvania (dated October 1, 2002, for the period 7/1/02 – 6/30/03)  
Cook Children's Medical Center – Ft. Worth, Texas (dated October 10, 2002, for the period 7/1/02 – 6/30/03)  
Children's Medical Center of Dallas – Dallas, Texas (dated October 10, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital – Columbus, Ohio (dated August 30, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital of Michigan – Detroit, Michigan (dated September 23, 2002, for the period 7/1/02 – 6/30/03)  
Children's Hospital and Health Center – San Diego, California (dated September 10, 2002, for the period 7/1/02 – 6/30/03)

Confidential Information Mutual Nondisclosure Agreement dated February 23, 1996 between InAlysys, Inc. and Transition Systems, Inc. regarding The Personal Analyst Evaluation.

Employee Proprietary Information and Inventions Agreement with Thomas Bousquet

**Contracts Schedule – Page 3**

**Transfer of Ownership Interest to Ferox Consulting West, Ltd. and Royalty Agreement between Ferox Consulting West, Ltd. and Carl A. Peternell & David P. Burrill dated January 29, 1993.**

**Software License Agreement dated as of August 4, 1995 by and between Ferox Microsystems, Inc. and InAlysys, Inc.**

**Amendment to Software License Agreement dated September 2, 1998 by and between Ferox Microsystems, Inc. and InAlysys, Inc.**

**Second Amendment to the Software License Agreement & Software Assignment dated as of October 1, 2000 between Ferox Microsystems, Inc. and InAlysys, Inc.**

**Contractor Copyright Assignment & Secrecy Agreement dated February 12, 1996 between Lasselle Ramsey and InAlysys, Inc.**

**Contractor Retainer, Copyright Assignment & Secrecy Agreement dated November 16, 1998 between Ferox Microsystems, Inc. and Chris J. Dunford.**

**Copyright Assignment dated August 2, 1995 by Chris Dunford in favor of Ferox Microsystems, Inc.**

**Copyright Assignment dated August 4, 1995 by Russell C. Luhning in favor of Ferox Microsystems, Inc.**

**Copyright Assignment dated August 1, 1995 by Carl A. Peternell II in favor of InAlysys, Inc.**

**Copyright Assignment dated August 1, 1995 by Bradley J. Rosborough in favor of InAlysys, Inc.**

**Copyright Assignment dated August 1, 1995 by Ferox Consulting West, Ltd. in favor of InAlysys, Inc.**

**Copyright Assignment dated August 1, 1995 by David P. Burrill in favor of InAlysys, Inc.**

**Contractor Copyright Assignment & Secrecy Agreement dated February 20, 1996 between InAlysys, Inc. and Martha Downey.**

**Contractor Retainer, Copyright Assignment & Secrecy Agreement dated January 12, 1996 between Jim Rogers and InAlysys, Inc.**

**Contractor Retainer, Copyright Assignment & Secrecy Agreement dated September 8, 1998 between Stephen B. Whitehill, Ph.D. and InAlysys, Inc.**

Contracts Schedule – Page 4

Contractor Retainer, Copyright Assignment & Secrecy Agreement dated January 3, 1996  
between Catalyst Software, Inc. and InAlysys, Inc.

Contract Developer & Assignment Agreement for an Output Reporting Grid Dynamic Link  
Library dated as of September 30, 1995 by and between Ferox Microsystems, Inc. and InAlysys,  
Inc.

Confidential Disclosure Agreement with each of the following persons:

Hugh A. Lee, Jr./Strategic Financial Design, Inc.  
Nancy Berg Jackson  
John Tupy  
James E. Watt  
Didelot Consultants, Inc.  
Glen Blackmon  
The Gable Group/Tom Gable

Contractor Retainer, Copyright Assignment & Secrecy Agreement with each of the following  
persons:

Nancy Berg Jackson  
Jay S. Cook  
Sheri Stanners  
John H. Hubbard  
Val Elison  
Alan Landry  
Interactive Digital Electronic Art/Kim Brandon-Watson  
Dan Hayes

Bright Water Design, Inc.

Employee Nondisclosure and Invention Assignment Agreement with each of the following  
persons:

Julie A. Ganger	Thomas L. Matthews	Carl Alexander Peternell II
Thomas Bosquet	Sean McNerney	Richard W. Rockwell
Joseph S. Bromley	Molly Rockwell	Bradley J. Rosborough
Kent Castle	Jack Ruzicka	Tomo K. Starke
Kevin Cox	James Suhy	Kevin Liebl
Todd E. Cragghead	Patrick Sweeney	Alan Landry
Brenda Cunningham	Robert A. Blum	Tracie A. Hood
M. DeAnn Dennis	David P. Burrill	William Hunter
David L. Dorries	Donna Leoning	Russell C. Luhring
Gene O. Grogan	Chris J. Dunford	Thomas Majchrowski
Kimberly A. Hayes	Ting-Jun Fan	
Robert Heckman	Natalie Boutehouk	

Equipment Schedule

<u>Service Tag No.</u>	<u>Product Description</u>	<u>Model</u>	<u>Express Service Code</u>
5NWIX	Dimension XPS T600	Unknown	Unknown
87GF3	Dimension XPS Pro200n	Unknown	Unknown
8E8IJ	Dimension XPS	P3, 600 KATMAI	14101147
FI231	Dimension XPS T800	P3, CU, 800/100, 256K, Slot 1	26036749
FI232	Dimension XPS T800	PS, CU, 800/100, 256K, Slot 1	26036750
Dell C600	Dimension C600	Unknown	Unknown
GMDN401	Latitude C600	P3, CU/G, 850, NB, UPGA2	36181686529*
VK7SJ	Latitude Cpia (laptop)	P2, 400, NB, DIX, MMC2	53011315**
1NDN401	Latitude C600	P3, CU/G, 850, NB, UPGA2	3590417665**
80PMJ01	Latitude C800 (laptop)	P3, CU/G, 1000, NB, UPGA2	17457300145
C0PMJ01	Latitude C800 (laptop)	P3, CU/G, 1000, NB, UPGA2	26164429489
DJFR20B	OptiPlex GX200	P3, CU, 933/133, 256K, SKT	29473484267
97HX20B	OptiPlex GX200	P3, CU, 933/133, 256K, SKT	20044399979
8V9IL	OptiPlex GX110	P3, CU, 933/133, 256K, SKT	14895597*
67HX20B	OptiPlex GX200	P3, CU, 933/133, 256K, SKT	
6CTL2	OptiPlex GXMT 5166		
	PowerEdge 2100 Server		
HHUCL	PowerEdge 2400 Server	P3, CU, 733/133, 256K, SKT	29385957
HI57L	PowerEdge 2400 Server	P3, CU, 733/133, 256K, SKT	29400033
51HF10B	PowerEdge 4400 Server	P3X, CAS, 866/133, 256K Slot 2	10973632475
J3HW00B	Precision WS620	P3X, CAS, 866/133, 256K, Slot 2	41570309387#
	Packard Bell Server	Legend 982CDT	
	HP Vectra XV 5/90		
	HP Vectra VL		
	HP Vectra VL		
	Dimension XPS T600 and Monitor##		
LJ6P	Laser Jet Printer		
LJ4500	Laser Jet Printer		
LJIID	Laser Jet Printer		
	Pro-TraX Projection Unit	Sanyo Pro XtraX PLC-XU07N**	
	Pro-TraX Projection Unit	Sanyo Pro XtraX PLC-XU07N###	
	Pro-TraX Projection Unit	Sanyo Pro XtraX PLC-XU07N	
	Pro-TraX Projection Unit	Sanyo Pro XtraX PLC-XU07N	
	13" Packard Bell Monitor		
	15" NEC Monitor		
	15" Dell Monitor		
	17" NEC Monitor		

Equipment Schedule – Page 2

<u>Service Tag No.</u>	<u>Product Description</u>	<u>Model</u>	<u>Express Service Code</u>
	17" NEC Monitor		
	17" NEC Monitor		
	17" Dell Monitor		
	17" Dell Monitor		
	19" Dell Monitor		
	19" Dell Monitor		
	19" Dell Monitor		
	19" Dell Monitor		
	19" Dell Monitor		
	Firewall	Pro SonicWall	
	Power Backup	Samrt UPS 280	
	Power Backup	Samrt UPS 700	
	Power Backup	Samrt UPS 1000	
	Fax machine	Sharp UX-3200	
		JetDirect	
		JetDirect	
	Zip Drive	Iomega Zip 100	
	Zip Drive	Iomega Zip 100	

- \* In possession of Natalie Boitchouk in Illinois. CMA/TriZetto will be responsible for making arrangements, at its expense, for the return/delivery of this equipment.
- \*\* In possession of Dan Simenc in Texas. CMA/TriZetto will be responsible for making arrangements, at its expense, for the return/delivery of this equipment.
- # In possession of Chris Dunford in Maryland. CMA/TriZetto will be responsible for making arrangements, at its expense, for the return/delivery of this equipment.
- ## In possession of Carl Peterzell in California. CMA/TriZetto will be responsible for making arrangements, at its expense, for the return/delivery of this equipment.
- ### In possession of Russell Luhring in Virginia. CMA/TriZetto will be responsible for making arrangements, at its expense, for the return/delivery of this equipment.



## Software Schedule

### InAlysys, Inc. – Proprietary Software Summary

#### **Core Technology:**

The core technology is a library of 32-bit DLL's and OCX's written in Microsoft C and C++. The major components contained in the DLL library and are described below the individual DLL's:

**Inaacc32.dll inacon32.dll inacor32.dll inaec32.dll inaeng32.dll inainp32.dll  
Inakey32.dll inalog32.dll inamap32.dll inapre32.dll inarpt32.dll inaser32.dll  
Inasky32.dll inawnd32.dll inazip32.dll uctree.ocx inactrls.ocx**

**3D Data Cache:** is the object oriented data storage component.

**Data Objects:** are created in RAM to receive the contents form the 3D data cache. The data objects interact with the calculation objects to calculate the desired results. Once the results are calculated, the presentation object utilizes the data and formats the information for presentation on screen or for use by the Web Sever.

**Calculation Objects:** are compiled by the core technology from "plain English" syntax. Libraries of calculation objects are used in the InAlysys applications. I pointer is set programmatically in the applications to us one or more of the calculation objects to calculate the results desired by the user.

**Presentation Objects:** contain the reporting format and specifications for display of the data contained in a data object once it is calculated by one or more of the calculation objects. Libraries of presentation objects are created and used by the InAlysys applications. A pointer is set programmatically linking a data object and the desired presentation object. There are two types of presentation objects: Reporting only and reporting and data entry (used in forecast development).

**Utility DLL's –** have been created to accomplish specific tasks, eliminate bottlenecks and processing constraints, and utility components to expedite software development. Utility DLL's include analytical routines, consolidation, characteristic maintenance, parsing, maps, security, posting data, zipping, display tools, etc.

#### ***Personal Analyst (Pa.exe)***

The Personal Analyst ("PA") is the user front end for the configuration of a Knowledge Site for presentation and analysis. The source code is written in Microsoft Visual Basic 6.0 ("VB") and utilizes several third party tools for screen presentation. In August of 1995, development of the PA was started from scratch using VB 2.0. The PA (and all other VB applications; System Administrator, Genie, PA Sever) have been modified to the latest version of VB (i.e. 6.0).

## Software Schedule – Page 2

The VB code is used mostly for screen handling and user interface. The core technology (i.e. the DLL library) is called whenever computation, storage or presentation is required. Features and functionality of the PA include:

Web Server Administration

Physical and performance characteristic definition and maintenance

Consolidation of SiteMaps utilizing physical and performance characteristics

Special reporting (i.e. Exception reporting, row and page comparison)

Drill down and across

Charting

Analysis (including statistical, best practices, benchmarking, performance characteristics determination of super sets, sub sets, percentage, etc.)

Top down budget allocation

Forecasting including statistical methods (i.e. regression, winters/seasonal adjustment, flex, and most statistically valid)

FreeForm report writer for custom user reports

Knowledge Site maintenance for ensuring data accuracy and integrity

Utilities (i.e. data export, zipping, etc.)

### **System Administrator (Sysadm.exe)**

The System Administrator ("SA") contains tools for the posting of data, exporting data, and other utilities for Knowledge Site maintenance. The SA is written in VB 6.0, and like the PA, utilize the proprietary technology through calls to the DLL's. The SA was written from scratch beginning in August of 1995.

Once the Genie creates a Knowledge Site, the SA is used to map the structure of the data download, determine the page characteristics, cross reference data elements to the rows of the data cache and select the period to post. Once the posting parameters are determined the SA posts the data to the data cache. Major features and functionality of the SA are presented below:

Mapping and posting data

Importing physical page characteristics and descriptions

Data Export

Allocations

### Software Schedule – Page 3

Year end maintenance  
Best practice calculations  
Knowledge Site Zipping  
Batch posting

#### **Genie (Genie.exe)**

The Genie application module is used to define, develop and generate a Knowledge site. It is a “Rapid Application Development Environment” that utilizes “Wizard-like” steps to lead a Knowledge Site developer through the required steps. The Genie allows for the rapid development and fast modification of Knowledge Sites that reduce the time from start to finish from months to days. Once the Knowledge site specifications are defined, the Genie creates the required 3D data caches, compiles the library of calculation objects, generates the library of presentation objects and all supporting files for a completed Knowledge Site. The Knowledge Site generation process takes seconds and is ready for posting of data by the SA. Major steps in the development of a Knowledge Site are presented below:

Define time series (i.e. weekly, monthly, 13 period, quarterly)  
Define data elements and mathematical formulas  
Define reporting formats of the data elements  
Generate the Knowledge Site

#### **Personal Analyst Server (Pas.exe)**

The Personal Analyst Server (“PAS”) is used to publish a Knowledge Site via the Internet. The PAS is also written in VB 6.0. Unlike the PA, SA, and Genie the PAS was not written from scratch but was modified from the PA source code. Development of the PAS was begun in approximately April of 2000. The Genie, SA and PA are administrative modules to generate, populate and configure a Knowledge Site for publishing by the PAS.

The PAS has most of the significant features and functionality of it’s desktop counterpart, the PA. Specific features and functionality include:

Drill down and drill across  
Data type conversion  
Charting

## Software Schedule – Page 4

Special reporting; Exception, row and page comparison  
Forecast and budget development  
Graphical navigation  
Knowledge Site topic organization with descriptive captions  
Executive dash board

### **Personal Analyst Server Client (Thin Java front end for browser)**

Each time a user logs into the PAS, the PAS downloads an all java front end (“PA Client”) that is used to manage the presentation in the Internet browser. This is a thin front end that is self-contained and uses no client side software. It was written from scratch beginning approximately April 2000 utilizing Microsoft J++. The major features of the PA Client are presented below:

Reporting  
Drill Down and Drill Across  
Charting  
Forecast Development  
User reporting parameters (i.e. Report format, activity driver conversion, reporting period, etc.)  
Graphical navigation display  
Report data ranking and row/column swapping  
Special Reports (i.e. Exception reporting, row and page comparisons)

### **Key Maker (Keymaker.exe)**

The Key maker program was recently developed to replace the hardware security key, as many servers were no longer being shipped with a printer port. This is a software key that maintains the client license information (i.e. application licenses, number of users, expiration dates, etc.) in an InAlysys database and an encrypted file on the clients machine. The PA, SA, Genie and PAS read the license file to determine if the client has authority to run the application. The Key maker program allows InAlysys to remotely add different applications, the number of applications, application features and functionality, number of users, etc. This is accomplished by the client reading a code obtained from their machine and entering a code generated by the Key Maker application based on what permission are being granted.

## Software Schedule – Page 5

### **Cube Test (Cubetest.exe)**

The cube test application was developed for internal support and debugging purposes. It allows developers and support staff to open 3D data caches and view the values. The cube test application also contains many 3D data cache diagnostic routines for determining integrity and testing functionality (i.e. updating values, calculation objects, corruption, page cross references, etc.).

The InAlysys applications and web server components are developed in Microsoft Visual Basic, C, C++ and J++. All applications and components are written and compiled with standard Microsoft programming language tools. InAlysys applications do not utilize any "Workbench" tools, higher level or propriety languages. Below are critical documents, ancillary software and help files that are critical for the development and maintenance of the InAlysys applications, DLL libraries, and web server components.

The source code is well documented with comments describing events and procedures. The applications share libraries of forms and code modules to eliminate the need to maintain several sets of similar source code.

### **Knowledge Site Architecture**

There is a set of notebooks that are critical for the maintenance of the data objects and the functions that utilize them. There is a book prepared for each time structure (i.e. weekly, monthly, 13 period and quarterly). Each book documents the following:

1. Data structure (i.e. which columns are plan/budget, historical, current year and forecast, calculation columns, and statistical results columns),
2. Column control values (i.e. row one and two of the data object),
3. Row control values (i.e. positive/negative, financial/statistical, detail/calculated)
4. Chart parameter settings

The calculation objects interact with the data object and calculate values and statistical results based on the values present in the column control values (i.e. row one and two of the data object). These notebooks provide the description of what each cell in the column control values represents. Column control values are also used to store various user-selected parameters in the data objects. These are subsequently read, interpreted and acted upon by the applications, calculation objects, charting, analysis algorithms, reporting objects, etc. Row control values are used by the calculation objects to properly calculate variances, present list of detail or calculated rows, etc.

## Software Schedule – Page 6

### **3D Data Cache**

There is a help file that documents and gives examples of all the features, functions and calls to the 3D data cache.

### **Proprietary Core Technology API**

There is a notebook that documents and describes the API calls to the library of InAlysys proprietary core technology and DLL library functions.

### **Application Installation**

InAlysys utilizes InstallShield for the development of the programs to install its' applications. This includes CD installation, install from the web and update from the web.

**Licenses and Permits Schedule**

**Transfer of Ownership Interest to Ferox Consulting West, Ltd. and Royalty Agreement between Ferox Consulting West, Ltd. and Carl A. Peternell & David P. Burrill dated January 29, 1993.**

**Software License Agreement dated as of August 4, 1995 by and between Ferox Microsystems, Inc. and InAlysys, Inc.**

**Amendment to Software License Agreement dated September 2, 1998 by and between Ferox Microsystems, Inc. and InAlysys, Inc.**

**Second Amendment to the Software License Agreement & Software Assignment dated as of October 1, 2000 between Ferox Microsystems, Inc. and InAlysys, Inc.**

# GENERAL ASSIGNMENT

**THIS ASSIGNMENT**, made this 24<sup>th</sup> day of January, 2003, BY INALYSYS, INC., a Delaware corporation OF 2601 Main Street, Suite 600, Irvine, California 92614 in the City of Irvine, County of Orange, State of California, FEDERAL TAX IDENTIFICATION NUMBER: 33-0671261, party of the first part, hereinafter referred to as Assignor, to Credit Managers Association of California, a California corporation, of Burbank, California, doing business as CMA Business Credit Services, party of the second part, hereinafter referred to as Assignee.

**WITNESSETH:** That said Assignor, for and in consideration of the covenants and agreements to be performed by the party of the second part, as hereinafter contained, and of the sum of One Dollar (\$1.00) to Assignor in hand paid by said Assignee, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, assign, convey and transfer unto said Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, furniture and fixtures, equipment, book accounts, books, bills receivable, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, insurance refunds and claims, choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by the Assignor.

This assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, and any State or local taxing agency, and the Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service and any State or local taxing agency, and agrees to endorse any tax refund checks relating to the prior operations of said Assignor's business and to deliver such checks to the Assignee.

Leases and leasehold interests in real estate are not included in this assignment. However, if the Assignee shall determine that the same may be assigned and also that the same has a realizable value for creditors, then the Assignor agrees that upon written demand of the Assignee, it will assign and transfer said lease or leasehold interest to said Assignee, or nominee, for administration under the terms of this general assignment.

Contracts and/or agreements between Assignor and any Labor Union, or Trade Associations, are excepted from and not included in this assignment.

The Assignor authorizes the forwarding of its mail by the U.S. Postal Department as directed by the Assignee.

Said Assignee is to receive the said property, conduct the said business, should it deem it proper, and is hereby irrevocably authorized at any time after the execution hereof to sell, lease, or otherwise dispose of said property upon such time and terms as it may see fit. Said Assignee shall use and apply the net proceeds arising from the conducting of said business and from the sale, or lease or other disposition of said property as follows:

**FIRST:** To deduct therefrom (or to reimburse itself with respect to) all sums which said Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee (as hereinafter defined) and to its attorney, and to the attorney for the Assignor; and, in those instances where a creditors' committee has been selected at any meeting of the creditors of the Assignor (without regard to the actual amount or number of creditors present at such creditors' meeting) then a reasonable fee shall be paid to the attorney appointed by said Creditors' Committee in an amount fixed by the said creditors' committee and said Assignee.



**SECOND:** The balance of the proceeds then remaining shall be paid to the creditors of the Assignor, pro rata, according to the indebtedness due each of them, individually, from the Assignor.

With respect to the fees of the Assignee referred to in the aforementioned paragraph *FIRST* hereinabove. Assignor hereby expressly and irrevocably agrees as follows: That the term "a reasonable fee to Assignee", as used herein, is defined as, and includes the following: (a) An administration fee computed on the basis of the total monies handled in connection with this Assignment and for the assembly, inventorying, collection and liquidation of the assets assigned, in accordance with the following schedule, to wit: the greater of a minimum fee of \$25,000, or a fee of 6% shall apply; (There shall be excluded from the foregoing, however, monies received or disbursed in connection with and incidental to any actual continuing operation of the business assigned, as distinguished from monies received in connection with the collection and liquidation of the assets assigned.); (b) a fee of 1.5% shall be charged on disbursements to secured and priority creditors and, (c) a fee of 4% shall be charged on distributions to general creditors.

The Assignee shall be entitled to reimbursement of all expenses incurred as a result of its administration out of the proceeds generated therefrom.

In addition to all the foregoing fees and charges, the Assignor expressly agrees that the Assignee shall be entitled to a further fee equal to any and all interest earned and received by the Assignee on any trust and other funds in its hands and arising from this assignment.

In an addition to all of the foregoing, when applicable, in the opinion of the Board of Directors of Assignee, an additional and reasonable fee may be taken for special, unusual, or extraordinary services actually performed by Assignee in connection with the operation, management, preservation, or administration of the property of the Assignment; and, in this connection the Board of Directors of the Assignee corporation, or the President of the Assignee corporation, is hereby given the right and discretion to determine the nature and extent of such special, unusual or extraordinary services, and the amount of additional fees in connection therewith.

The total of all of said fees shall be paid from the property assigned, and from all of the proceeds thereof and from any interest, income and increments and any additions thereto.

Any contract, liability, or obligation made by Assignee in connection with the administration of this agreement shall not personally bind Assignee or any of its officers, agents, or employees, but it shall obligate Assignee in its capacity as Assignee only, whether or not the Contract specifically so provides. Assignee hereunder shall be liable only in its official capacity for reasonable care and diligence in administering the estate created by this assignment.

Assignor as to all existing creditors extends the statute of limitations upon their respective claims for a period of one year from the date hereof.

Said Assignee is also authorized and empowered to appoint such agents, field representatives, attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this assignment as said Assignee may consider necessary or advisable.

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands the day and year first above written.

**INALYSYS, INC.**

**CREDIT MANAGERS ASSOCIATION OF CALIFORNIA**  
a California corporation, doing business as  
**CMA BUSINESS CREDIT SERVICES**

By: Bradley J. Rosborough

**Bradley J. Rosborough,**  
**Chief Financial Officer and Secretary**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the said parties have hereunto set their hands the day and year first above written.

**INALYSYS, INC.**

**CREDIT MANAGERS ASSOCIATION OF CALIFORNIA**  
*a California corporation, doing business as*  
**CMA BUSINESS CREDIT SERVICES**

By: \_\_\_\_\_

By:  \_\_\_\_\_

**Bradley J. Rosborough,**  
**Chief Financial Officer and Secretary**

Name: **ROBERT J. HODER, SECRETARY** \_\_\_\_\_

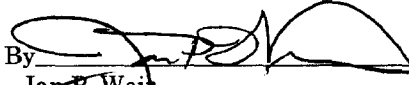
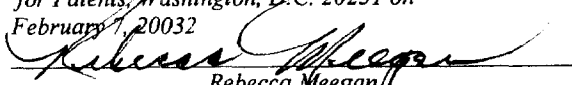
Title: \_\_\_\_\_

**RECORDATION FORM COVERSHEET  
TRADEMARKS ONLY**

**Box Assignments  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231**

Post Office Box 7680  
Newport Beach, CA 92660-6441

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p><b>1. Name of conveying party(ies):</b> Credit Managers Association of California</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State California  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies):</b></p> <p>Name: The TriZetto Group, Inc.</p> <p>Street Address: <b>567 San Nicolas Drive, Suite 360</b>  City, State Zip: <b>Newport Beach, CA 92660</b></p> <p><input checked="" type="checkbox"/> Individual(s) citizenship <u>U.S.</u>  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State <u>Delaware</u>  <input type="checkbox"/> Other _____</p> <p>if assignee is not domiciled in the United States, a domestic designation is <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>3. Name of conveyance:</b> Credit Manager Association of California  <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: January 27, 2003</p>	<p><b>4. Application number(s) or registration number(s):</b> See Schedule A</p> <p>If this document is being filed together with a new application, the execution date of the application is: N/A</p>
<p><b>A. Trademark Application No.(s)</b></p>	<p><b>B. Registration No.(s)</b> Schedule A</p>
<p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>5. Please return the recorded document and address all correspondence to:</b></p> <p style="text-align: center;"><b>STRADLING YOCCA CARLSON &amp; RAUTH</b>  P.O. Box 7680  Newport Beach, CA 92660-6441  Attention: <b>Jan P. Weir</b></p>	<p><b>6. Total number of applications and patents involved</b> 1</p> <p><b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$365.00</b></p> <p><b>8. <input type="checkbox"/> Any deficiency or overpayment of fees should be charged except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit account</b> 501329</p>
<p><b>10. <input type="checkbox"/> Explanatory letter is enclosed:</b></p>	<p><b>9. Statement and signature.</b>  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..</p> <p>Date: February 7, 2003</p> <p style="text-align: right;">By   Jan P. Weir  (949) 725-4196</p> <p style="text-align: right;">Total number of pages including cover sheet, Attachment and document <b>35</b></p>
<p><i>I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231 on February 7, 2003</i></p> <p style="text-align: center;">  Rebecca Meegan</p>	