

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
QUALITY CARE SOLUTIONS, INC.		01/10/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	75817717	AQDEN
Serial Number:	78039274	AQHEALTH
Serial Number:	76011972	AQSERV
Serial Number:	78631042	AUTOQ
Serial Number:	75881324	HEALTHCARE. THE WAY YOU WANT IT TO BE.
Serial Number:	78526729	LEAP3
Serial Number:	78856960	MYHEALTH
Serial Number:	76009833	MYHEALTHBANK
Serial Number:	78030666	POWERED BY Q
Serial Number:	76150832	POWERED BY Q
Serial Number:	76038519	Q
Serial Number:	75753765	Q
Serial Number:	75874591	QCSI
Serial Number:	76095037	QCSI

CH \$465.00 75817717

Serial Number:	78380091	QENTERPRISE
Serial Number:	75265960	QMACS
Serial Number:	76035659	QUICK BYTES
Serial Number:	75753766	Q QMACS

CORRESPONDENCE DATA

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

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

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

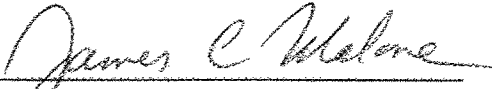
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any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

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

[Signature page follows]

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

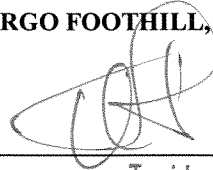
QUALITY CARE SOLUTIONS, INC.,
a Nevada corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,

as Agent



By: _____

Name: Terri Le

Title: Vice President

Schedule 1
Trademarks

Grantor	Mark	Status	Serial No.	Registrati on No.	Registration Date
QCSI	AQDEN	Registered	75817717	2537144	02/05/02
QCSI	AQDEN	Registered		CTM0016 69043	07/24/2001
QCSI	AQHEALTH	Registered	78039274	2835337	04/20/04
QCSI	AQHEALTH	Registered		CTM0016 69118	10/15/01
QCSI	AQSERV	Registered	76011972	2557909	04/09/02
QCSI	AQSERV	Registered		CTM0016 69076	10/31/05
QCSI	AUTOQ	Application Pending with USPTO		78631042	05/16/05
QCSI	HEALTHCAR E THE WAY YOU WANT IT TO BE	Registered	75881324	2643531	10/29/02
QCSI	LEAP 3	Application Pending with USPTO	78526729		12/03/04
QCSI	MYHEALTH	Application Pending with USPTO	78856960		04/07/06
QCSI	MYHEALTHB ANK	Registered	76009833	2521200	12/18/01
QCSI	POWERED BY Q	Registered	78030666	2748623	08/05/03
QCSI	POWERED BY Q	Registered	76150832	2751703	08/19/03
QCSI	Q (& Design)	Registered	76038519	2546160	03/12/02
QCSI	Q (& Design)	Registered		CTM0016 68896	10/15/01
QCSI	Q (words only)	Registered	75753765	2737096	07/15/03
QCSI	QCSI	Registered	75874591	2497072	10/09/01
QCSI	QCSI	Registered		CTM0016 69142	10/15/01
QCSI	QCSI	Registered	76095037	2546388	03/12/02
QCSI	QENTERPRIS E	Pending Wth the USPTO	78380091		03/08/04
QCSI	QMACS	Registered	75265960	2201066	11/03/98
QCSI	QMACS	Registered		CTM0016 69019	05/22/00
QCSI	QUICK BYTES	Registered	76035659	2435415	03/13/01
QCSI	Q QMACS (& Design)	Registered	75753766	2413758	12/19/00