

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SHORT FORM AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE TRIZETTO GROUP, INC.		05/02/2011	CORPORATION: DELAWARE
TZ US HOLDCO, INC.		05/02/2011	CORPORATION: DELAWARE
GATEWAY EDI, LLC		05/02/2011	LIMITED LIABILITY COMPANY: DELAWARE
OPTION SERVICES GROUP INC.		05/02/2011	CORPORATION: ILLINOIS
TRIZETTO PUERTO RICO, INC. (F.K.A. QCSI PUERTO RICO, INC.)		05/02/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	2503703	GATEWAY EDI
Registration Number:	3211032	GATEWAY EDI WHERE TECHNOLOGY & SERVICE COME TOGETHER
Registration Number:	3156294	TRACKEDI
Registration Number:	3279155	
Registration Number:	3279156	
Registration Number:	3279157	
Registration Number:	3279040	

CH \$2315.00 2503703

Registration Number:	2537144	AQDEN
Registration Number:	3403040	AUTOQ
Registration Number:	3459873	CAPITOL POLICY EXAMINER
Serial Number:	77418929	CAREADVANCE
Registration Number:	3279037	CAREADVANCE ENTERPRISE
Registration Number:	3279035	CAREADVANCE ENTERPRISE
Serial Number:	85278324	CAREADVANCE ESSENTIALS
Serial Number:	85278522	CAREADVANCE PROVIDER
Registration Number:	2583340	CAREKEY
Registration Number:	1646727	CERTIFACTS
Registration Number:	3221940	CLAIMSEXCHANGE
Registration Number:	3219729	CLAIMSEXCHANGE
Registration Number:	3279153	CLINICAL CAREADVANCE
Registration Number:	3279154	CLINICAL CAREADVANCE
Registration Number:	3104791	DATAPICTION
Registration Number:	3179412	FACETS
Registration Number:	3179413	FACETS
Serial Number:	77029672	FACETS
Registration Number:	3482938	FACETS
Registration Number:	3081641	FACETS E ²
Registration Number:	3285463	FACETS E2
Registration Number:	3019804	FACETS EXTENDED ENTERPRISE
Registration Number:	3254710	FACETS EXTENDED ENTERPRISE
Registration Number:	1646725	FLEXFACTS
Registration Number:	1646726	GROUPFACTS
Serial Number:	77891202	HEALTH ITINERARY
Serial Number:	77919264	HEALTH OPTIMIZATION ENGINE
Registration Number:	3105899	HEALTH PLAN 5.0
Registration Number:	2378396	HEALTHWEB
Registration Number:	3296063	HEALTHWEB
Registration Number:	2902996	HIPAA GATEWAY
Registration Number:	2904482	HIPAA GATEWAY
Registration Number:	2941261	HIPAA SUCCESS
Registration Number:	3949466	ICD TRANSLATION MANAGER
Registration Number:	1964605	INFOTRUST

	3146687	LEAP3
Registration Number:	1646724	LOANFACTS
Registration Number:	2521200	MYHEALTHBANK
Registration Number:	3455894	NETWORX MODELER
Registration Number:	3455895	NETWORX MODELER
Registration Number:	3464668	NETWORX PRICER
Registration Number:	3464667	NETWORX PRICER
Registration Number:	3494550	NETWORX SUITE
Registration Number:	3494618	NETWORX SUITE
Registration Number:	3175985	ONE POWERFUL SOURCE
Registration Number:	3122614	ONE POWERFUL SOURCE
Registration Number:	3026809	ONE POWERFUL SOURCE
Registration Number:	3040201	ONE POWERFUL SOURCE
Registration Number:	2957288	PERSONAL ANALYST
Registration Number:	3279038	PERSONAL CAREADVANCE
Registration Number:	3279036	PERSONAL CAREADVANCE
Serial Number:	77891204	PERSONAL HEALTH ITINERARY
Serial Number:	77904491	POWERING IHM
Registration Number:	3712483	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Registration Number:	3709151	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Registration Number:	3709152	POWERING INTEGRATED HEALTHCARE MANAGEMENT
Serial Number:	77891165	POWERING SYSTEMATIC HEALTH MANAGEMENT
Registration Number:	2546160	Q
Registration Number:	2737096	Q
Registration Number:	2413758	Q QMACS
Registration Number:	2497072	QCSI
Serial Number:	77921605	QICLINK EXTENDED ENTERPRISE
Registration Number:	3878913	SAFESWITCH
Serial Number:	77891159	SYSTEMATIC HEALTH MANAGEMENT
Serial Number:	77744529	THE FINAL MILE IN HEALTHCARE
Serial Number:	77744549	THE FINAL MILE IN HEALTHCARE
Serial Number:	85279534	THE SMART MIDDLE
Registration Number:	3854135	TREATMENT COST NAVIGATOR
Registration Number:	3763703	TREATMENT COST NAVIGATOR
Registration Number:	2300842	TRIZETTO

TRADEMARK

REEL: 004543 FRAME: 0896

	2411086	TRIZETTO
Registration Number:	2411087	TRIZETTO
Registration Number:	2412823	TRIZETTO
Registration Number:	2428698	TRIZETTO
Registration Number:	2430245	TRIZETTO
Registration Number:	2430246	TRIZETTO
Registration Number:	2457711	TRIZETTO
Registration Number:	2482774	TRIZETTO
Registration Number:	3281802	TRIZETTO
Registration Number:	3281803	TRIZETTO
Registration Number:	3281804	TRIZETTO
Registration Number:	3281805	TRIZETTO
Registration Number:	2985335	TRIZETTO CAREADVANCE ENTERPRISE
Registration Number:	3169481	TRIZETTO CLINICAL CAREADVANCE
Registration Number:	2985336	TRIZETTO PERSONAL CAREADVANCE

CORRESPONDENCE DATA

Fax Number: (650)838-5109
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Timothy Franklin
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35614/82

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: TIMOTHY FRANKLIN

Signature: /TIMOTHY FRANKLIN/

Date: 05/18/2011

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SHORT FORM
AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) dated May 02, 2011 (the “**Closing Date**”), is made among THE TRIZETTO GROUP, INC., a Delaware corporation (“**Borrower**”), TZ US HOLDCO, INC., a Delaware corporation (“**Holdings**”), GATEWAY EDI, LLC, a Delaware limited liability company (“**Gateway**”), OPTION SERVICES GROUP INC., an Illinois corporation (“**Option Services**”) and TRIZETTO PUERTO RICO, INC. (formerly known as QCSI Puerto Rico, Inc.), a Delaware corporation (“**Trizetto PR**”, and together with Borrower, Holdings, Gateway and Option Services, the “**Grantors**”) in favor of ROYAL BANK OF CANADA (“**RBC**”), as Collateral Agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Amended and Restated Intellectual Property Security Agreement referred to therein.

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

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Amended and Restated Intellectual Property Security Agreement dated May 02, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

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

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

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

- (a) the United States Patents (as defined in the Amended and Restated Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Amended and Restated Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Amended and Restated Intellectual Property Security Agreement) set forth in Schedule C hereto.

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

THE TRIZETTO GROUP, INC.
as Grantor

By: Regina M. Paolillo
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial Officer

TZ US HOLDCO, INC.
as Grantor

By: _____
Name: Ali Satvat
Title: Vice President and Assistant Secretary

TRIZETTO PUERTO RICO, INC. (formerly known as
QCSI Puerto Rico, Inc.)
as Grantor

By: Regina M. Paolillo
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial Officer

OPTION SERVICES GROUP, INC.
as Grantor

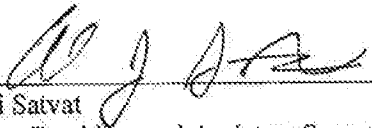
By: Regina M. Paolillo
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

THE TRIZETTO GROUP, INC.
as Grantor

By: _____
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial
Officer

TZ US HOLDCO, INC.
as Grantor

By:  _____
Name: Ali Satvat
Title: Vice President and Assistant Secretary

TRIZETTO PUERTO RICO, INC. (formerly known as
QCSI Puerto Rico, Inc.)
as Grantor

By: _____
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial
Officer

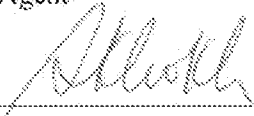
OPTION SERVICES GROUP, INC.
as Grantor

By: _____
Name: Regina M. Paolillo
Title: Executive Vice President and Chief Financial
Officer

GATEWAY EDI, LLC
as Grantor

By: Regina M. Paolillo
Name: Regina M. Paolillo
Title: Executive Vice President of Finance

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

United States Patents and Patent Applications

Owner	Patent Title	Country	Application No./ Patent No.
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Medical Procedure	U.S.	07/886384 5799282
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent for a Procedure	U.S.	09/454659 6516300
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Procedure	U.S.	09/124859 5999909
The TriZetto Group, Inc.	Method and System for Distributing Health Information	U.S.	09/557724 6463417
The TriZetto Group, Inc.	Method of and System for Entering Physical Records Into an Electronic Data Store	U.S.	10/315513 7172120
The TriZetto Group, Inc.	Method of Adjudicating Medical Claims Based on Scores That Determine Medical Procedure Monetary Values	U.S.	09/489614 6879959
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent	U.S.	10/358651 7308412
The TriZetto Group, Inc.	Information Management System for Personal Health Digitizers	U.S.	09/096717 6278999
The TriZetto Group, Inc.	Health Plan Management Method and Apparatus	U.S.	09/990123 7624026
The TriZetto Group, Inc.	Novel Method and Apparatus for Repricing a Reimbursement Claim Against a Contract	U.S.	09/577386 7904317
The TriZetto Group, Inc.	Text Generation and Searching Method and System	U.S.	10/726758 7478049
The TriZetto Group, Inc.	Method of and System for Integrating Health Information Into a Patient's Record	U.S.	10/315514 (Published 20040111298)
The TriZetto Group, Inc.	Bridged Patient/Provider Centric Method and System	U.S.	10/726423 (Published 20050125252)
The TriZetto Group, Inc.	Key Maintenance Method and System	U.S.	10/726952 (Published 20050125254)
The TriZetto Group, Inc.	Range Definition Method and System	U.S.	10/727184 7774377
The TriZetto Group, Inc.	Integrating Defined Contribution Accounts Into a Claim Payment Processing System	U.S.	10/784105 (Published 20050187800)
The TriZetto Group, Inc.	Rule Management Method and System	U.S.	10/825352 (Published 20050234739)
The TriZetto Group, Inc.	Automated Data Entry Method and System	U.S.	10/824705 (Published 20050234745)
The TriZetto Group, Inc.		U.S.	10/903224 To be abandoned (Not published)

Owner	Patent Title	Country	Application No./ Patent No.
The TriZetto Group, Inc.		U.S.	10/909803 (Not published)
The TriZetto Group, Inc.		U.S.	10/909799 (Not published)
The TriZetto Group, Inc.		U.S.	10/923539 (Not published)
The TriZetto Group, Inc.	System and Method for Using a First Electronic Representation of Contract Terms for Generating a Second Electronic Representation of the Contract Terms	U.S.	10/965673 (Published 20060085311)
The TriZetto Group, Inc.	Systems and Methods Providing Intelligent Routing of Data Between Software Systems	U.S.	10/964941 (Published 20060085796)
The TriZetto Group, Inc.	Healthcare Management System Using Patient Profile Data	U.S.	11/023306 (Published 20060143050)
The TriZetto Group, Inc.	System and Method for Selecting Healthcare Management	U.S.	11/023199 (Published 20060143049)
The TriZetto Group, Inc.	System and Method for Flexible Publishing and Consumption of Data Between Disparate Applications	U.S.	11/154375 7827562
The TriZetto Group, Inc.		U.S.	11/214996 (Not published)
The TriZetto Group, Inc.	Automated, Internet-Based Secure Digital Certificate Distribution and Maintenance	U.S.	11/264891 7747850
The TriZetto Group, Inc.		U.S.	11/491010 (Not published)
The TriZetto Group, Inc.	Method of Increasing Efficiency In a Medical Claim Transaction, and Computer Program Capable of Executing Same	U.S.	11/018189 (Published 20050108067)
The TriZetto Group, Inc.	Enhanced Systems and Methods for Processing of Healthcare Information	U.S.	11/757154 (Published 20080033750)
The TriZetto Group, Inc.	Pharmacy Episodes of Care	U.S.	12/027095 (Published 20090198517)
The TriZetto Group, Inc.		U.S.	12/647580 (Not published)
The TriZetto Group, Inc.		U.S.	12/576985 (Not published)
The TriZetto Group, Inc.		U.S.	61/360713 (Not published)
The TriZetto Group, Inc.		U.S.	12/771185 (Not published)
The TriZetto Group, Inc.		U.S.	12/771212 (Not published)
The TriZetto Group, Inc.	Range Definition Method and System	U.S.	12/836706 (Published 20100281050)
The TriZetto Group, Inc.		U.S.	12/946236 (Not published)
The TriZetto Group, Inc.		U.S.	12/975647 (Not published)

Owner	Patent Title	Country	Application No./ Patent No.
The TriZetto Group, Inc.		U.S.	13/049389 (Not published)

*Company does not intend to take any steps to maintain this patent.

SCHEDULE B

United States Trademarks and Trademark Applications

Owner	Trademark	Country	Application No./ Registration No.
Gateway EDI, LLC	GATEWAY EDI	U.S.	2503703 76012981
Gateway EDI, LLC	GATEWAY EDI WHERE TECHNOLOGY & SERVICE COME TOGETHER	U.S.	3211032 78854496
Gateway EDI, LLC	TRACKEDI	U.S.	3156294 78515250
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033886 3279155
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033889 3279156
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77033891 3279157
The TriZetto Group, Inc.	(TRIANGLE DESIGN)	U.S.	77029687 3279040
The TriZetto Group, Inc.	AQDEN	U.S.	75817717 2537144
The TriZetto Group, Inc.	AUTOQ	U.S.	78631042 3403040
The TriZetto Group, Inc.	CAPITOL POLICY EXAMINER	U.S.	77326260 3459873
The TriZetto Group, Inc.	CAREADVANCE	U.S.	77418929 (Pending ITU)*
The TriZetto Group, Inc.	CAREADVANCE ENTERPRISE	U.S.	77029669 3279037
The TriZetto Group, Inc.	CAREADVANCE ENTERPRISE	U.S.	77029641 3279035
The TriZetto Group, Inc.	CAREADVANCE ESSENTIALS	U.S.	85278324 (Pending ITU)*
The TriZetto Group, Inc.	CAREADVANCE PROVIDER	U.S.	85278522 (Pending)
The TriZetto Group, Inc.	CAREKEY	U.S.	76033614 2583340
The TriZetto Group, Inc.	CERTIFACTS	U.S.	74074580 1646727
The TriZetto Group, Inc.	CLAIMSEXCHANGE	U.S.	78775730 3221940
The TriZetto Group, Inc.	CLAIMSEXCHANGE	U.S.	78775735 3219729
The TriZetto Group, Inc.	CLINICAL CAREADVANCE	U.S.	77033874 3279153
The TriZetto Group, Inc.	CLINICAL CAREADVANCE	U.S.	77033878 3279154
The TriZetto Group, Inc.	DATAPICTION	U.S.	78372162 3104791
The TriZetto Group, Inc.	FACETS	U.S.	78584310 3179412

Owner	Trademark	Country	Application No./ Registration No.
The TriZetto Group, Inc.	FACETS	U.S.	78584335 3179413
The TriZetto Group, Inc.	FACETS	U.S.	77029672
The TriZetto Group, Inc.	FACETS	U.S.	77033881 3482938
The TriZetto Group, Inc.	FACETS E2 (& Design)	U.S.	78375268 3081641
The TriZetto Group, Inc.	FACETS E2 (& Design)	U.S.	78375285 3285463
The TriZetto Group, Inc.	FACETS EXTENDED ENTERPRISE	U.S.	78375294 3019804
The TriZetto Group, Inc.	FACETS EXTENDED ENTERPRISE	U.S.	78375307 3254710
The TriZetto Group, Inc.	FLEXFACTS	U.S.	74074578 1646725
The TriZetto Group, Inc.	GROUPFACTS	U.S.	74074579 1646726
The TriZetto Group, Inc.	HEALTH ITINERARY	U.S.	77891202
The TriZetto Group, Inc.	HEALTH OPTIMIZATION ENGINE	U.S.	77919264 (Pending ITU)*
The TriZetto Group, Inc.	HEALTH PLAN 5.0	U.S.	78372138 3105899
The TriZetto Group, Inc.	HEALTHWEB	U.S.	75376892 2378396
The TriZetto Group, Inc.	HEALTHWEB	U.S.	76658594 3296063
The TriZetto Group, Inc.	HIPAA GATEWAY	U.S.	76555633 2902996
The TriZetto Group, Inc.	HIPAA GATEWAY	U.S.	76555631 2904482
The TriZetto Group, Inc.	HIPAA SUCCESS	U.S.	76555634 2941261
The TriZetto Group, Inc.	ICD TRANSLATION MANAGER	U.S.	77904499 3949466
The TriZetto Group, Inc.	INFOTRUST	U.S.	74519536 1964605
The TriZetto Group, Inc.	LEAP3	U.S.	78526729 3146687
The TriZetto Group, Inc.	LOANFACTS	U.S.	74074577 1646724
The TriZetto Group, Inc.	MYHEALTHBANK	U.S.	76009833 2521200
The TriZetto Group, Inc.	NETWORX MODELER	U.S.	77039243 3455894
The TriZetto Group, Inc.	NETWORX MODELER	U.S.	77039246 3455895
The TriZetto Group, Inc.	NETWORX PRICER	U.S.	77029664 3464668

Owner	Trademark	Country	Application No./ Registration No.
The TriZetto Group, Inc.	NETWORX PRICER	U.S.	77029653 3464667
The TriZetto Group, Inc.	NETWORX SUITE	U.S.	77059093 3494550
The TriZetto Group, Inc.	NETWORX SUITE	U.S.	77112413 3494618
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388294 3175985
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388310 3122614
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388299 3026809
The TriZetto Group, Inc.	ONE POWERFUL SOURCE	U.S.	78388332 3040201
The TriZetto Group, Inc.	PERSONAL ANALYST	U.S.	78399255 2957288
The TriZetto Group, Inc.	PERSONAL CAREADVANCE	U.S.	77029679 3279038
The TriZetto Group, Inc.	PERSONAL CAREADVANCE	U.S.	77029646 3279036
The TriZetto Group, Inc.	PERSONAL HEALTH ITINERARY	U.S.	77891204 (Pending ITU)*
The TriZetto Group, Inc.	POWERING IHM	U.S.	77904491 (Pending ITU)*
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190234 3712483
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190239 3709151
The TriZetto Group, Inc.	POWERING INTEGRATED HEALTHCARE MANAGEMENT	U.S.	77190242 3709152
The TriZetto Group, Inc.	POWERING SYSTEMATIC HEALTH MANAGEMENT	U.S.	77891165 (Pending ITU)*
The TriZetto Group, Inc.	Q (& Design)	U.S.	76038519 2546160
The TriZetto Group, Inc.	Q (& Design)	U.S.	75753765 2737096
The TriZetto Group, Inc.	Q QMACS (& Design)	U.S.	75753766 2413758
The TriZetto Group, Inc.	QCSI	U.S.	75874591 2497072
The TriZetto Group, Inc.	QICLINK EXTENDED ENTERPRISE	U.S.	77921605 (Pending)
The TriZetto Group, Inc.	SAFESWITCH	U.S.	77907760 3878913
The TriZetto Group, Inc.	SYSTEMATIC HEALTH MANAGEMENT	U.S.	77891159 (Pending)
The TriZetto Group, Inc.	THE FINAL MILE IN HEALTHCARE	U.S.	77744529 (Pending ITU)*
The TriZetto Group, Inc.	THE FINAL MILE IN HEALTHCARE	U.S.	77744549 (Pending)

Owner	Trademark	Country	Application No./ Registration No.
The TriZetto Group, Inc.	THE SMART MIDDLE	U.S.	85279534 (Pending ITU)*
The TriZetto Group, Inc.	TREATMENT COST NAVIGATOR	U.S.	77208917 3854135
The TriZetto Group, Inc.	TREATMENT COST NAVIGATOR	U.S.	77208900 3763703
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467219 2300842
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467220 2411086
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467223 2411087
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467222 2412823
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467165 2428698
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467168 2430245
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467221 2430246
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467218 2457711
The TriZetto Group, Inc.	TRIZETTO	U.S.	75467166 2482774
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033895 3281802
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033904 3281803
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033910 3281804
The TriZetto Group, Inc.	TRIZETTO	U.S.	77033916 3281805
The TriZetto Group, Inc.	TRIZETTO CAREADVANCE ENTERPRISE	U.S.	78425191 2985335
The TriZetto Group, Inc.	TRIZETTO CLINICAL CAREADVANCE	U.S.	78425277 3169481
The TriZetto Group, Inc.	TRIZETTO PERSONAL CAREADVANCE	U.S.	78425200 2985336
The TriZetto Group, Inc.	PROFESSIONAL BILLING SERVICES	U.S. Nebraska State Registration	1,649,577**
Winthrop Financial Group, Inc.	WFGI	U.S. New Hampshire State Registration	262,465**
Creative Business Solutions, Inc.	"REMEDY"	U.S. Texas State Registration	56,545**

*Pursuant to the terms and conditions of the Amended and Restated Intellectual Property Security Agreement, no security interest is granted hereunder in or to any "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that

granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

**Company does not intend to take any steps to maintain this registration.

SCHEDULE C

United States Copyright Applications and Registrations

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	ClaimFacts Version 6.71	U.S.	TX-6-152-451
The TriZetto Group, Inc.	Facets 4.11	U.S.	TX-6-156-312
The TriZetto Group, Inc.	GroupFacts: Version 6.71	U.S.	TX-6-151-731
The TriZetto Group, Inc.	NetworX Enterprise V3.x	U.S.	TX-6-152-452
The TriZetto Group, Inc.	NetworX Modeler V3.x	U.S.	TX-6-152-454
The TriZetto Group, Inc.	NetworX Pricer V3.x	U.S.	TX-6-152-453
The TriZetto Group, Inc.	QicLink 3.20	U.S.	TX-6-152-450
The TriZetto Group, Inc.	TriZetto Health Web Application Suite: eBill 4.12	U.S.	TX-6-156-310
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eBill 4.21	U.S.	TX-6-154-484
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eEnroll 4.12	U.S.	TX-6-154-483
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eEnroll 4.21	U.S.	TX-6-154-482
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eService 4.12	U.S.	TX-6-156-311
The TriZetto Group, Inc.	TriZetto HealthWeb Application Suite: eService 4.21	U.S.	TX-6-158-733
The TriZetto Group, Inc.	QicLink 2.80	U.S.	TXu-1-005-868
The TriZetto Group, Inc.	Facets	U.S.	TXu-1-055-382
The TriZetto Group, Inc.	Inalysis System Administrator	U.S.	TX-4-572-227
The TriZetto Group, Inc.	Inalysis Genie	U.S.	TX-4-572-228
The TriZetto Group, Inc.	Personal Analyst Version 2.0	U.S.	TX-4-572-229
The TriZetto Group, Inc.	Personal Analyst Version 2.0 User's Guide	U.S.	TX-4-522-145
The TriZetto Group, Inc.	Encore! for Windows: version 4.0	U.S.	TX-4-892-009
The TriZetto Group, Inc.	Configuration Migration Utility Back End	U.S.	TX-6-373-386
The TriZetto Group, Inc.	Montage 2.0 –	U.S.	TX-4-582-552
The TriZetto Group, Inc.	Resource optimizer, version 1.0	U.S.	TXu-703-417
The TriZetto Group, Inc.	Qicclaim and related modules source program	U.S.	TX-1-694-738

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	Qicclaim and related modules source program	U.S.	TX-1-691-769
The TriZetto Group, Inc.	Re-Focus	U.S.	PA-399-008
The TriZetto Group, Inc.	Configuration Migration Utility – Front End	U.S.	PA-1-337-570
Quality Care Solutions, Inc.	AQCARE	U.S.	TX-5-504-791
Quality Care Solutions, Inc.	QMACS	U.S.	TX-5-880-100
Quality Care Solutions, Inc.	QNXT 2.0	U.S.	TXu-1-127-276
Quality Care Solutions, Inc.	QFramework	U.S.	TXu-1-135-315
Quality Care Solutions, Inc.	QNXT 2.0	U.S.	TXu-1-150-640
Quality Care Solutions, Inc.	QFramework	U.S.	TXu-1-150-641
The TriZetto Group, Inc.	E*Log	U.S.	TX-6-605-696
The TriZetto Group, Inc.	E* Data Module 2	U.S.	TX-6-605-697
The TriZetto Group, Inc.	E*Pro	U.S.	TX-6-605-698
The TriZetto Group, Inc.	QNXT 3.4	U.S.	TX-6-605-699
The TriZetto Group, Inc.	Member Benefit Profile	U.S.	TX-7-193-664
The TriZetto Group, Inc.	Treatment Cost Navigator	U.S.	N/A
The TriZetto Group, Inc.	Provider POS Direct	U.S.	TX-7-099-974
The TriZetto Group, Inc.	CareAdvance Medicare	U.S.	N/A
The TriZetto Group, Inc.	Treatment Cost Navigator Installation Guide	U.S.	TX-6-843-930
The TriZetto Group, Inc.	My healthbank Finance 3.4 Code	U.S.	TX-6-880-291
The TriZetto Group, Inc.	My healthbank Finance 3.4 Administrative Guide	U.S.	TX-7-050-194
The TriZetto Group, Inc.	The Information Cure	U.S.	TX-7-164-213
The TriZetto Group, Inc.	The Information Cure Solving the Healthcare Crisis Systematically Through Integrated Healthcare Management.	U.S.	TX-7-202-497
The TriZetto Group, Inc.	TriZetto Provider POS Direct: Real-Time Liability and Claims Installation and Configuration Guide	U.S.	TX-7-231-305
The TriZetto Group, Inc.	TriZetto Provider POS Direct: Real-Time Liability and Claims Guide	U.S.	TX-7-231-310
The TriZetto Group, Inc.	CareAdvance Enterprise Version 4.1x	U.S.	N/A (pending)
The TriZetto Group, Inc.	Security Management Tool	U.S.	TX-6-945-102

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	CareAdvance Enterprise Supervisor User Guide Release 4.61.	U.S.	TXu-1-682-532
The TriZetto Group, Inc.	CareAdvance Enterprise System Administrator's Guide Release 4.61.	U.S.	TXu-1-682-534
The TriZetto Group, Inc.	Claims Data Management (CDM) Version 6.6	U.S.	N/A (pending)
The TriZetto Group, Inc.	Risk Score Manager (RSM) Version 6.6	U.S.	TX-7-262-293
The TriZetto Group, Inc.	HCC Risk Adjustment Manager (RAM) Version 6.6	U.S.	TX-7-259-164
The TriZetto Group, Inc.	Special Status Manager Version 6.6	U.S.	TX7-259-168
The TriZetto Group, Inc.	Financial Reconciliation Manager (FRM) Version 6.6	U.S.	TX7-258-656
The TriZetto Group, Inc.	QNXT EDI 4010 Eligibility Workbook 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT EDI 4010 Institutional Claim Workbook 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT EDI 4010 Provider Workbook 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT EDI 4010 Referral Notebook 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT Database Schema Changes Release 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT ITS Installation Guide 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT Version 4.71	U.S.	TX-7-263-268
The TriZetto Group, Inc.	QTC System Administration Guide 1.0	U.S.	N/A (pending)
The TriZetto Group, Inc.	QuoteToCard Data Source Reference	U.S.	N/A (pending)
The TriZetto Group, Inc.	QuoteToCard Installation Guide 1.0	U.S.	N/A (pending)
The TriZetto Group, Inc.	QuoteToCard Version 1.0	U.S.	TX-7-263-270
The TriZetto Group, Inc.	TriZetto.com Website	U.S.	TX-7-278-545
The TriZetto Group, Inc.	Facets Upgrade Guide Release 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	Facets System Admin User Guide 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	Facets Installation Guide 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT ITS Release Notes 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT Release Notes 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	QNXT Installation Guide 4.71	U.S.	N/A (pending)
The TriZetto Group, Inc.	Enrollment Admin Manager (EAM) Version 6.6	U.S.	N/A (pending)

Registered owner	Title of Work	Country	Registration No.
The TriZetto Group, Inc.	Prescription Reconciliation Manager (RXM) Version 6.6	U.S.	TX-7-262-407
The TriZetto Group, Inc.	Prescription Data Event Manager (PDEM) Version 6.6	U.S.	TX-7-262-380
The TriZetto Group, Inc.	TriZetto Communication System Guide IHM Foundation	U.S.	N/A (pending)
The TriZetto Group, Inc.	Conditional Processing Engine Configuration Guide (IHMF)	U.S.	N/A (pending)
The TriZetto Group, Inc.	IHM Foundation Installation and Configuration Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	TriZetto SOA Fabrication Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	ICD10 Translation Manager Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	IHM Foundation Release 1.51	U.S.	N/A (pending)
The TriZetto Group, Inc.	Member Benefit Profile Version 2.01	U.S.	TX-7-338-200
The TriZetto Group, Inc.	Treatment Cost Navigator Version 1.5	U.S.	TX-7-328-958
The TriZetto Group, Inc.	Portal Transaction Solution Version 4.61	U.S.	N/A (pending)
The TriZetto Group, Inc.	Constituent Web Solution Version 4.61	U.S.	TX-7-328-944
The TriZetto Group, Inc.	Benefit Cost Modeler	U.S.	N/A (pending)
The TriZetto Group, Inc.	Value-Based Benefits Manager Version 1.0	U.S.	TX-7-327-411
The TriZetto Group, Inc.	CWS User Admin Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	BCM Release Notes	U.S.	N/A (pending)
The TriZetto Group, Inc.	BCM Release Installation Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	BCM Implementation Guide	U.S.	N/A (pending)
The TriZetto Group, Inc.	TriZetto Treatment Cost Navigator Implementation Guide	U.S.	TX-7-007-574
The TriZetto Group, Inc.	TriZetto Treatment Cost Navigator (Code)	U.S.	TX-7-231-508
The TriZetto Group, Inc.	NetworX Pricer	U.S.	TX-7-127-356
The TriZetto Group, Inc.	CMS Reporting Requirements for Medicare Advantage and Part D Plans	U.S.	TX-7-292-449
The TriZetto Group, Inc.	Trizetto Provider POS Direct: Real-Time Liability and Claims Implementation Guide 1.1	U.S.	TX-7-231-317
The TriZetto Group, Inc.	Administrator selector screen	U.S.	TX-1-694-738