

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Data Express, LLC		12/22/2011	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	The TriZetto Group, Inc.		
Street Address:	6061 S. Willow Drive		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85446622	MDE	
Serial Number:	85446625	MEDICAL DATA EXPRESS	
Serial Number:	85446758	XPRESS ENCOUNTER PRO	
Serial Number:	85446630	XPRESS CLAIM TEST PRO	
CORRESPONDENCE DATA			
Fax Number:	(303)495-7048		
Phone:	303-495-7048		
Email:	ip.group@trizetto.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jean A. Burns		
Address Line 1:	6061 S. Willow Drive		
Address Line 4:	Greenwood Village, COLORADO 80111		
ATTORNEY DOCKET NUMBER:	MDE ASSIGNMENT		

CH \$115.00 85446622

NAME OF SUBMITTER:	Jean A. Burns
Signature:	/Jean A. Burns/
Date:	02/21/2012
Total Attachments: 7 source=MDE Assign#page1.tif source=MDE Assign#page2.tif source=MDE Assign#page3.tif source=MDE Assign#page4.tif source=MDE Assign#page5.tif source=MDE Assign#page6.tif source=MDE Assign#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“*Agreement*”), dated as of December 22, 2011, is made by Medical Data Express, LLC, an Arizona limited liability company (“*Seller*”), in favor of The TriZetto Group, Inc., a Delaware corporation (“*Buyer*”) and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement (the “*Asset Purchase Agreement*”) by and among Buyer, Seller, David S. Abraham, an individual (“*David*”), Amy Abraham, an individual (“*Amy*”), Jim Halvorson, an individual (“*Jim*” and together with David and Amy referred to herein as the “*Members*”), and David, as representative of Seller and the Members (the “*Seller Representative*”), dated of even date herewith.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, sells and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, benefit and interest in and to the following (the “*Assigned IP*”):

(a) the trademark registrations and applications set forth in Exhibit A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “*Trademarks*”);

(b) the copyright registrations and applications for registration set forth in Exhibit B hereto and all issuances, extensions and renewals thereof (the “*Copyrights*”);

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions and Assurances. Seller authorizes the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Buyer. Upon reasonable request by Buyer, Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto. Seller shall transfer or shall cause to be transferred to Buyer or its legal representatives all original books and records relating to the Assigned IP, including all related application and registration files, documents, passwords, and user identification numbers.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Headings; References. The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction hereof.

5. Amendment; Waiver. This Agreement may be amended or modified only in a writing referencing this Agreement and duly executed by the parties hereto. The provisions of this Agreement may be waived only in a writing referencing this Agreement signed by the party from whom the waiver is sought, and a party may enforce any provision of this Agreement even if it has previously granted a waiver or failed to enforce that or any other provision of this Agreement.

6. Governing Law. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

7. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision is to be interpreted to be only so broad as is enforceable.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature to this Agreement delivered by facsimile or e-mail with a PDF attachment will be sufficient for all purposes between the parties.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the date first above written.

SELLER:

MEDICAL DATA EXPRESS, LLC

By: 
Name: David S. Abraham
Title: Managing Partner

BUYER:

THE TRIZETTO GROUP, INC.

By: _____
Name: Harish Mysore
Title: Senior Vice President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 004720 FRAME: 0602

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the date first above written.

SELLER:

MEDICAL DATA EXPRESS, LLC

By: _____

Name: David S. Abraham

Title: Managing Partner

BUYER:

THE TRIZETTO GROUP, INC.

By:  _____

Name: Harish Mysore

Title: Senior Vice President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 004720 FRAME: 0603

EXHIBIT A

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Serial Number	Date of First Use	Filing Date
MDE	USA	85446622	10/31/2006	10/13/2011
MEDICAL DATA EXPRESS	USA	85446625	10/31/2006	10/13/2011
XPRESS ENCOUNTER PRO	USA	85446758	10/31/2006	10/13/2011
XPRESS CLAIM TEST PRO	USA	85446630	10/31/2006	10/13/2011

EXHIBIT B

**ASSIGNED COPYRIGHT REGISTRATIONS
AND APPLICATIONS**

Copyright	Country	Registration Number	Date of Publication
XPRESS ENCOUNTER PRO (Computer Program)	USA	TX0007429188 (10/13/2011)	10/07/2011
XPRESS CLAIM TEST PRO (Computer Program)	USA	TX0007430369 (10/13/2011)	9/30/2011
XPRESS ENCOUNTER PRO USER GUIDE (Printed User Guide)	USA	TX0007431992 (10/14/2011)	10/07/2011
XPRESS CLAIM TEST PRO USER GUIDE (Printed User Guide)	USA	TX0007431888 (10/14/2011)	9/30/2011