

## 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																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Healthcare Productivity Automation, LLC</td> <td></td> <td>12/17/2012</td> <td>LIMITED LIABILITY COMPANY: TENNESSEE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Healthcare Productivity Automation, LLC		12/17/2012	LIMITED LIABILITY COMPANY: TENNESSEE																
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CORRESPONDENCE DATA																											
<p>Fax Number: 3034957048  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 303-495-7048        Email: ip.group@trizetto.com        Correspondent Name: Jean A. Burns        Address Line 1: 6061 S. Willow Drive        Address Line 4: Greenwood Village, COLORADO 80111</p>																											
ATTORNEY DOCKET NUMBER:	HPA TM ASSIGN																										
NAME OF SUBMITTER:	Jean A. Burns																										
Signature:	/Jean A. Burns/																										

Date:

03/19/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is effective as of December 17, 2012, by and between Healthcare Productivity Automation, LLC, a Tennessee limited liability company ("Assignor"), and The TriZetto Group, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

A. Assignor, Assignee and the other signatories thereto are parties to an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and take from Assignor, the Marks (as defined below). The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

AGREEMENT

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

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and intent to use trademark applications set forth on Schedule 1 (the "Marks"), together with that portion of Assignor's business in connection with which it uses, or has an intent to use, the Marks and the goodwill of the business symbolized by the Marks.

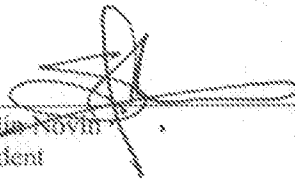
2. Assignor acknowledges that, subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to result in a likelihood of confusion or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

3. Assignor agrees to reasonably assist Assignee to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Marks to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

**HEALTHCARE PRODUCTIVITY AUTOMATION, LLC**

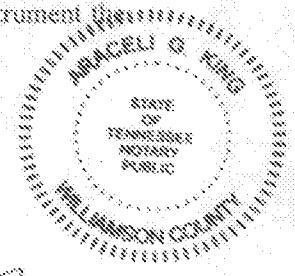
By:   
Name: Saladin Novin  
Title: President

STATE OF Tennessee )  
 ) ss.  
COUNTY OF Williamson )

On December 17, 2012, before me, Araceli G. King, Notary Public, personally appeared, Saladin Novin, President of Healthcare Productivity Automation, LLC, personally known to me, or who proved to me on the bases of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: Feb 28, 2016



Araceli G. King  
Notary

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE 1**

**MARKS**

<b>Trademark</b>	<b>Serial / Registration No.</b>	<b>Registration Date</b>	<b>Jurisdiction</b>	<b>Status</b>
HEALTH MASON	3567078	01/27/2009	United States	Registered

Healthcare Productivity Automation  
HPA  
HPAPro  
HPA logo  
HEALTH MASON logo