

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
THE TRIZETTO GROUP, INC.	12/21/2004

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	10965253
Application Number:	10965254
Application Number:	10964902
Application Number:	10964941
Application Number:	09577386
Application Number:	10923539
Application Number:	10965673
Application Number:	10784105
Application Number:	10903224
Application Number:	10909803
Application Number:	10909799

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

500024193

REEL: 015802 FRAME: 0216

CH \$440.00 10965253

Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Christine Wilson
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NAME OF SUBMITTER:	CHRISTINE WILSON
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Total Attachments: 6
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 21st day of December 21, 2004, among the 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 Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 21, 2004 (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 the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of 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 the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 21, 2004 (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 the Lender Group and the Bank Product Providers, this Patent 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 PATENT COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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 "Patent Collateral");

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

(b) all reissues, continuations, continuations-in-part, substitutes, extensions, renewals and improvements of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender

Group and the Bank Product Providers, 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 Patent 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 patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

THE TRIZETTO GROUP, INC.

By: James C Malone
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
as Agent

By: [Signature]
Name: CHARLES WILSON
Title: VP

**Schedule I
Patents**

<u>Owner</u>	<u>Description</u>	<u>Publication #</u>	<u>Application #</u>	<u>Date Filed/ Registered</u>
The TriZetto Group, Inc.	Interfacing Health Care Management Systems Using Adapters Inventors: Dale Hoerle, Jeff Hensley	N/A	10/965,253 Application filed with the USPTO; currently pending.	10/14/2004
The TriZetto Group, Inc.	Centralized Management of Health Care System Adapter Inventors: Dale Hoerle, Jeff Hensley	N/A	10/965,254 Application filed with the USPTO; currently pending.	10/14/2004
The TriZetto Group, Inc.	Anomalie Detector In a Health Care System Using Adapter Inventors: Dale Hoerle, Brian McCallion	N/A	10/964,902 Application filed with the USPTO; currently pending.	10/14/2004
The TriZetto Group, Inc.	Health Care System Having Content Based Request Routing Inventors: Dale Hoerle, Jeff Hensley	N/A	10/964,941 Application filed with the USPTO; currently pending.	10/14/2004

<u>Owner</u>	<u>Description</u>	<u>Publication #</u>	<u>Application #</u>	<u>Date Filed/ Registered</u>
The TriZetto Group, Inc.	Novel Method and Apparatus for Repricing a Reimbursement Claim Against a Contract Inventor: Mark Lesswing	N/A	09/577,386 Application filed with the USPTO; currently pending.	05/23/2000
The TriZetto Group, Inc.	Modeling Level for Establishing Medical Payor-Payee Relationships Inventors: Jeff Hensley, Dale Hoerle	N/A	10/923,539 Application filed with the USPTO; currently pending.	08/20/2004
The TriZetto Group, Inc.	System and Method for Management of Payor-Payee Life Cycle Relationships Inventors: Jeff Hensley, Dale Hoerle	N/A	10/965,673 Application filed with the USPTO; currently pending.	10/14/2004
The TriZetto Group, Inc.	Integrating Defined Contribution Accounts into a Claim Payment Processing System Inventor: Craig P. Luftig	N/A	10/784,105 Application filed with the USPTO; currently pending.	02/20/2004

<u>Owner</u>	<u>Description</u>	<u>Publication #</u>	<u>Application #</u>	<u>Date Filed/ Registered</u>
The TriZetto Group, Inc.	Enhancing On-line Transactions with an Integrated Health System Inventors: David Smith, Jeff Cohen	N/A	10/903,224 Application filed with the USPTO; currently pending.	07/30/2004
The TriZetto Group, Inc.	Network Based Integrated Health Plan Enrollment System Inventor: David Smith	N/A	10/909,803 Application filed with the USPTO; currently pending.	07/30/2004
The TriZetto Group, Inc.	On-line Billing Related Transactions in an Integrated Health Plan System Inventors: David Smith, Jeff Cohen	N/A	10/909,799 Application filed with the USPTO; currently pending.	07/30/2004