

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THE TRIZETTO GROUP, INC.	01/10/2007

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO FOOTHILL, INC.
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	5799282
Patent Number:	6516300
Patent Number:	5999909
Application Number:	10358651
Application Number:	11023306
Application Number:	11023199
Application Number:	11124770
Application Number:	11124773
Application Number:	11154375
Application Number:	11214996
Application Number:	11264891
Application Number:	60811192
Application Number:	11491010
PCT Number:	US0536971
PCT Number:	US0536782

**CH \$840.00 5799282**

PCT Number:	US0536696
PCT Number:	US0536785
PCT Number:	US0537124
PCT Number:	US0546464
PCT Number:	US0546461
PCT Number:	US0617105

**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

Total Attachments: 8  
source=wff-triz1#page1.tif  
source=wff-triz1#page2.tif  
source=wff-triz1#page3.tif  
source=wff-triz1#page4.tif  
source=wff-triz1#page5.tif  
source=wff-triz1#page6.tif  
source=wff-triz1#page7.tif  
source=wff-triz1#page8.tif

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 10th day of January, 2007, 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 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 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 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 the Lender Group and the Bank Product Provider, 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 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 "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 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 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.

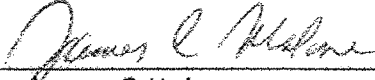
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply 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 Patent Security 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.

**THE TRIZETTO GROUP, INC.,**  
a Delaware 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**  
**Patents**

<u>Owner</u>	<u>Description</u>	<u>Publication #/ Patent #</u>	<u>Application #</u>	<u>Date Filed/Issued</u>
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Medical Procedure  Inventors: Rakshit, Judd	5799282	07/886,384  Issued	05/19/92 08/25/98
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent for a Medical Procedure  Inventors: Rakshit, Judd	6516300	09/454,659  Issued	12/06/99 02/04/03
The TriZetto Group, Inc.	Methods for Establishing Certifiable Informed Consent for a Procedure  Inventors: Rakshit, Judd	5999909	09/124,859  Issued	07/31/98 12/07/99
The TriZetto Group, Inc.	Computer Accessible Methods for Establishing Informed Consent  Inventors: Rakshit, Judd	20030139942	10/358,651  Pending	02/04/03

<u>Owner</u>	<u>Description</u>	<u>Publication #/ Patent #</u>	<u>Application #</u>	<u>Date Filed/Issued</u>
The TriZetto Group, Inc.	Health Care Management System Using Patient Profile Data  Inventor: Dean	20060143050	11/023,306  Pending	12/27/2004
The TriZetto Group, Inc.	System and Method for Selecting Healthcare Management  Inventor: Dean	20060143049	11/023,199  Pending	12/27/04
The TriZetto Group, Inc.	Systems and Methods for Interfacing an Application of a First Type With Multiple Applications of a Second Type	N/A	11/124,770  Pending	05/09/05
The TriZetto Group, Inc.	Systems and Methods for Interfacing a Component Solution With One or More Applications of a Particular Type  Inventors: Hoerle, Hensley	20060253860	11/124,773  Pending	05/09/05
The TriZetto Group, Inc.	System and Method for Flexible Publishing and Consumption of Data Between Disparate Applications  Inventors: Hoerle, Hensley	N/A	11/154,375  Pending	06/16/05



<u>Owner</u>	<u>Description</u>	<u>Publication #/ Patent #</u>	<u>Application #</u>	<u>Date Filed/Issued</u>
The TriZetto Group, Inc.	System and Method for Directing Payment of a Healthcare Consumer's Liability From a Healthcare Spending Account  Inventors: Body, Danza	N/A	11/214,996  Pending	08/30/05
The TriZetto Group, Inc.	Automated, Internet-Based Secure Digital Certificate Distribution and Maintenance  Inventors: Gordon, Adam, Cavanaugh, Osburn	N/A	11/264,891  Pending	11/02/05
The TriZetto Group, Inc.	Enhanced Systems and Methods for Processing of Healthcare Information  Inventors: Burris, et al.	N/A	60/811,192  Pending	06/02/06
The TriZetto Group, Inc.	Systems and Methods for Determining And/Or Controlling Computer System Attributes  Inventor: James Kroening	N/A	11/491,010  Pending	07/21/06

<u>Owner</u>	<u>Description</u>	<u>Publication #/ Patent #</u>	<u>Application #</u>	<u>Date Filed/Issued</u>
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	20060085311	PCT/US05/036 971  Pending	10/14/05  Priority – 10/965673
The TriZetto Group, Inc.	Centralized Management of Software Adapters	20060085376	PCT/US05/036 782  Pending	10/14/05  Priority – 10/965254
The TriZetto Group, Inc.	Anomaly Detector In a Health Care System Using Adapter	20060085361	PCT/US05/036 696  Pending	10/14/05  Priority – 10/964902
The TriZetto Group, Inc.	Systems and Methods Providing Intelligent Routing of Data Between Software Systems	20060085796	PCT/US05/036 785  Pending	10/14/05  Priority – 10/964941
The TriZetto Group, Inc.	Interfacing Disparate Software Applications	20060085799	PCT/US05/037 124  Pending	10/14/05  Priority – 10/965253
The TriZetto Group, Inc.	System and Method for Selecting Healthcare Management	20060143049	PCT/US05/046 464  Pending	12/22/05  Priority – 11/023199
The TriZetto Group, Inc.	Healthcare Management System Using Patient Profile Data	20060143050	PCT/US05/046 461  Pending	12/22/05  Priority – 11/023306
The TriZetto Group, Inc.	Interfacing Multiple Health Care Systems Using Adapters	20060253860	PCT/US06/017 105  Pending	05/03/06  Priority - 11/124770