

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xylo, Inc.		06/06/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Workstream USA, Inc.
Street Address:	2600 Lake Lucien Drive, Suite 410
City:	Maitland
State/Country:	FLORIDA
Postal Code:	32751
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2917621	XYLO
Registration Number:	2821956	XYLO
Registration Number:	2466745	EMPLOYEESAVINGS.COM

CORRESPONDENCE DATA

Fax Number: (215)701-2273
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-665-7273
 Email: cmiller@cozen.com
 Correspondent Name: Camille M. Miller
 Address Line 1: 1900 Market Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Attorney
Signature:	/Camille M. Miller/

CH \$90.00 2917621

Date:

06/06/2005

Total Attachments: 1

source=assignment#page1.tif

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK

WHEREAS, XYLO, Inc., a Delaware corporation, located at 115-108th Avenue NS, Bellevue Washington 98004, had adopted, used and was the owner of the trademarks XYLO, XYLO (Stylized), and EMPLOYEESAVINGS.COM, all related common law rights based on use, and the corresponding US federal Trademark Registration Nos. 2917621, 2821956, and 2466745 (the "Trademarks"); and

WHEREAS Workstream USA, Inc., a Delaware corporation, residing at 2600 Lake Lucien Drive, Suite 410, Maitland, Florida 32751, did acquire as of June 1, 2005, all right title and interest in and to the Trademarks, and all assets relating thereto; and


WHEREAS, it is desired that the Assignment of the Trademarks Nunc Pro Tunc, be made of record in the U.S. Patent and Trademark Office.

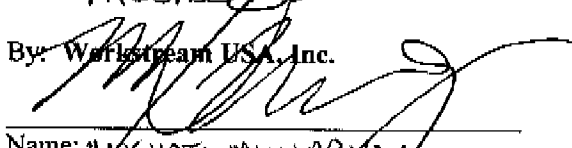
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound hereby, Xylo, Inc. acknowledges that it did on June 1, 2005, sell, assign, transfer, and convey to Workstream USA, Inc. all right, title, and interest in and to the Trademarks and the corresponding registrations thereof including any choses in action relating to the Trademarks, claims for damages, profits, and costs, both in equity and law for any infringement of the Trademarks occurring on or before June 1, 2005, together with the good will of the business symbolized by the Trademarks, and all assets relating to the Trademarks and to the corresponding products and services.

This Assignment is effective as of June 1, 2005, regardless of the date signed.

6/6/05
Date

6/6/05
Date

By: XYLO, Inc.

 Name: MICHAEL MULLARKEY
 Title: PRESIDENT

By: Workstream USA, Inc.

 Name: MICHAEL MULLARKEY
 Title: PRESIDENT

1