

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/19/2006
900058305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/30/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Proact Technologies Corp.		12/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Workstream USA, Inc.
Street Address:	2600 Lake Lucien Drive
Internal Address:	Suite 410
City:	Maitland
State/Country:	FLORIDA
Postal Code:	32761
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2521341	IEXPERT
Serial Number:	78445450	HEALTH PAGES
Registration Number:	2521342	IEXPERT
Registration Number:	2627480	PROACT CONSOLIDATED EMPLOYEE WEALTH STATEMENT
Registration Number:	2007691	PROACT TECHNOLOGIES
Registration Number:	2689074	PROACT TECHNOLOGIES
Registration Number:	2689143	PROACT TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (215)701-2273
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-665-7273

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Email:	cmiller@cozen.com
Correspondent Name:	Camille M. Miller
Address Line 1:	1900 Market Street
Address Line 2:	Trademark/Copyright Group
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	150604
NAME OF SUBMITTER:	Camille M. Miller
Signature:	/Camille M. Miller/
Date:	09/19/2006
Total Attachments: 2 source=Proact to Workstream (116914-0-9-19-2006 4-30-23 PM)#page1.tif source=Proact to Workstream (116914-0-9-19-2006 4-30-23 PM)#page2.tif	

BILL OF SALE

THIS BILL OF SALE, dated December 30, 2004, is hereby delivered by PROACT TECHNOLOGIES CORP., a Delaware corporation ("Seller"), to WORKSTREAM USA, INC., a Delaware corporation ("Buyer Sub").

WHEREAS, Seller, Buyer Sub and Workstream Inc., a Canadian corporation ("Workstream"), have entered into an Asset Purchase Agreement dated December 20, 2004 (the "Purchase Agreement"), pursuant to which Workstream is acquiring, through its wholly-owned subsidiary Buyer Sub, substantially all the assets of Seller. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, and in consideration of and pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Seller does hereby give, grant, bargain, sell, assign, convey, transfer, deliver and set over unto Buyer Sub, its successors and assigns, good and marketable title, free and clear of all Encumbrances, other than the Assumed Liabilities and as otherwise set forth on Schedule 4.10 to the Purchase Agreement, and all of Seller's right, title and interest in and to the Assets.

TO HAVE AND TO HOLD, all and singular, the Assets so given, granted, bargained, sold, assigned, conveyed, transferred, delivered and set over unto Buyer Sub and its successors and assigns to and for its use or their uses forever.

Seller hereby constitutes and appoints Buyer Sub as the true and lawful agent and attorney-in-fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and on behalf of Seller, but for the benefit of Buyer Sub, as fully to all intents and purposes as Seller might or could do if personally present, (a) to collect, assert or enforce any claim, right, title or interest of any kind in and to the Assets granted, bargained, sold, transferred, assigned and conveyed to Buyer Sub as provided in the Purchase Agreement and to institute and prosecute all actions, suits and proceedings which Buyer Sub may deem proper in order to collect, assert or enforce any such claim, right, title or interest, and (b) to do all such acts and things and take all such actions in respect thereof as Buyer Sub shall deem advisable or proper in order to vest good and marketable title in and to the Assets to Buyer Sub and otherwise to provide Buyer Sub the benefits under any such Assets. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

Seller from time to time, at Buyer Sub's request, shall execute, acknowledge and deliver to Buyer Sub such other instruments of conveyance, sale, transfer and assignment and shall take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer Sub may reasonably request in order to vest more effectively in Buyer Sub or to put Buyer Sub more fully in possession of, any of the Assets.

Seller is not hereby selling, assigning, conveying, transferring or delivering any of the Excluded Assets.

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This Bill of Sale and all of its provisions, rights and obligations shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

This Bill of Sale shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Delaware without reference to the choice-of-laws rules of this or any other jurisdiction to the contrary.

In the event of any conflict or inconsistency between the terms and conditions set forth herein and in the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale as of the 30th day of December, 2004.

PROACT TECHNOLOGIES CORP.

By: *Carmine Fordella* 12-30-04
Name: *Carmine Fordella*
Title: *CFO*

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TRADEMARK

REEL: 003394 FRAME: 0274



A PROFESSIONAL CORPORATION

1900 MARKET STREET PHILADELPHIA, PA 19103-3508 215.665.2000 800.523.2900 215.665.2013 FAX www.cozen.com

FACSIMILE

FROM: Camille M. Miller

TIMEKEEPER NO.:

SENDER'S PHONE: 215.665.7273

SENDER'S FAX: 215.701.2273

OF PAGES (INCLUDING COVER): 3

FILE NAME: DOCUMENT ID NO.: 900058305A

DATE: September 20, 2006

FILE #: 150604

RECIPIENT(S)	PHONE	FAX
USPTO Assignment Division	571-272-3350	571-273-0140

Attached please find a copy of your communication regarding Non-Recordation of the above-captioned assignment document due to the fact that the electronically attached supporting evidence of assignment was blank. We also attach a copy of the assignment cover page and the assignment documentation.

Should you need anything further, please do not hesitate to contact me, either by telephone or at cmiller@cozen.com.

Thank you.

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL 215.665.2000 or 800.523.2900 IMMEDIATELY.

THIS TRANSMISSION IS ALSO BEING SENT VIA:

- Regular Mail
- Certified Mail
- Hand Delivery
- Overnight Mail
- Federal Express
- E-Mail

NOTICE

The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, if this communication was received in the U.S., please notify us immediately by phoning and asking for the Fax Center.

TRADEMARK

REEL: 003394 FRAME: 0275

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

SEPTEMBER 19, 2006

PTAS

900058305A

CAMILLE M. MILLER
1900 MARKET STREET
TRADEMARK/COPYRIGHT GROUP
PHILADELPHIA, PA 19103

900058305A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900058305

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT IN THE ASSIGNMENT DIVISION, A DOCUMENT MUST ACCOMPANY THE COVER SHEET.

RHONDA NICOL, SUPERVISOR
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Facsimile Transmission

*This company uses RightFAX® fax
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From: Name: USPTO ASSIGNMENT DIVISION
Fax Number:
Voice Phone: 571-272-3350

To: Name: CAMILLE M. MILLER
Company: 1900 MARKET STREET
Fax Number: 12157012273
Voice Phone:

Fax Notes:

Pg# Description

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6 Document 2, Batch 745884

PTAS FAX PROCESSING

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