

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

09/19/2006
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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:	32751
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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