

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workstream, Inc.		09/28/2006	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Hilco Financial, LLC
Street Address:	5 Revere Drive
Internal Address:	Suite 206
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2384308	6FIGUREJOBS
Registration Number:	2406279	BECAUSE YOU'VE EARNED IT
Registration Number:	2726287	BRAVANTA
Registration Number:	2618117	BRAVANTA EDGE
Registration Number:	2875855	E-CRUITER
Registration Number:	2466745	EMPLOYEESAVINGS.COM
Registration Number:	1442913	EXECUGROW
Registration Number:	2391526	HRS 360
Registration Number:	1877440	HRSOFT
Registration Number:	2430203	ICARIAN
Registration Number:	2430204	ICARIAN
Registration Number:	2517704	ICARIAN
Registration Number:	2623590	ICARIAN WORKFORCE

CH \$865.00 2384308

Registration Number:	2521341	IEXPERT
Registration Number:	2521342	IEXPERT
Registration Number:	2625863	KADIRI
Registration Number:	2812204	KADIRI
Registration Number:	2643944	KADIRI TOTALCOMP
Registration Number:	2741250	KADIRI TOTALCOMP
Registration Number:	2509653	
Registration Number:	2600468	
Registration Number:	2931375	PEOPLEVIEW
Registration Number:	2627480	PROACT CONSOLIDATED EMPLOYEE WEALTH STATEMENT
Registration Number:	2007691	PROACT TECHNOLOGIES
Registration Number:	2689074	PROACT TECHNOLOGIES
Registration Number:	2689143	PROACT TECHNOLOGIES
Registration Number:	2763417	RESULTS FIRST SUITE
Registration Number:	2332764	REZLOGIC
Registration Number:	1581439	THE CORPORATE UNIVERSITY
Registration Number:	2842859	WORKSTREAM
Registration Number:	2821956	XYLO
Registration Number:	2917621	XYLO
Registration Number:	2697059	ICARIAN WORKFORCE INTELLIGENCE
Serial Number:	78498371	TALENTCENTER

CORRESPONDENCE DATA

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-456-5202
Email: chitmdocket@gtlaw.com
Correspondent Name: Howard E Silverman
Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	10/03/2006

Total Attachments: 7

source=Hilco Assgmt#page1.tif
source=Hilco Assgmt#page2.tif
source=Hilco Assgmt#page3.tif
source=Hilco Assgmt#page4.tif
source=Hilco Assgmt#page5.tif
source=Hilco Assgmt#page6.tif
source=Hilco Assgmt#page7.tif

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as September 28, 2006, by and between Workstream, Inc., a Canadian corporation (the "Grantor") and Hilco Financial, LLC (the "Grantee"):

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of even date herewith, among the Grantor, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") and the Grantee and certain other parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan and Security Agreement"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make a Term Advance and other financial accommodations available to the Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement and other Loan Documents (as defined in the Loan and Security Agreement), Grantor has agreed to grant to Grantee a security interest in all of the intellectual property of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Trademarks and Copyrights (each as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure all Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan and Security Agreement. Additionally, the following terms, as used herein, have the meanings set forth below:

"Copyrights" means any copyrights, copyright registrations and copyright applications, and all renewals, extensions and continuations of any of the foregoing.

"Intellectual Property" means, collectively, all Copyrights, Patents and Trademarks.

"Patents" means any patents, patent registrations and patent applications and reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations of any of the foregoing.

"Trademarks" means any trademarks, service marks, all applications, registrations, and renewals in connection therewith, and including all goodwill associated with any of the foregoing.

2. Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan and Security Agreement, Grantor hereby grants to Grantee a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent, Trademark and Copyright Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark;

(c) each Patent listed on Schedule B annexed hereto, together with any reissuances, continuations, continuations-in-part, revisions ,extensions, and reexaminations thereof;

(d) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement of any Patent;

(e) each Copyright listed on Schedule C annexed hereto, together with any reissues, continuations or extensions thereof; and

(f) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future infringement or dilution of any Copyright.

3. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WORKSTREAM, INC.

By: 

Name: Michael Mulloney

Its: CEO

Agreed and Accepted
as of the Date First Written Above

HILCO FINANCIAL, LLC

By: 

Name: David B Chisholm

Its: CEO

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

REGISTERED TRADEMARKS

Mark	Reg. No.	Reg. Date	Country
6FIGUREJOBS	2,384,308	9-5-00	US
BECAUSE YOU'VE EARNED IT	2,406,279	11-21-02	US
BRAVANTA	2,726,287	6-17-03	US
BRAVANTA EDGE	2,618,117	9-10-02	US
E-CRUITER	2,875,855	8-24-04	US
EMPLOYEESAVINGS.COM	2,466,745	7-3-01	US
EXECUGROW	1,442,913	6-16-87	US
HRS 360	2,391,526	10-3-00	US
HRSOFT	1,877,440	2-7-95	US
ICARIAN	2,430,203	2-20-01	US
ICARIAN	2,430,204	2-20-01	US
ICARIAN	2,517,704	12-11-01	US
ICARIAN WORKFORCE	2,623,590	9-24-02	US
ICARIAN WORKFORCE INTELLIGENCE	2,697,059	3-18-03	US
IEXPERT	2,521,341	12-18-01	US
IEXPERT	2,521,342	12-18-01	US
KADIRI	2,625,863	9-24-02	US
KADIRI	2,812,204	2-10-04	US
KADIRI TOTALCOMP	2,643,944	10-29-02	US
KADIRI TOTALCOMP	2,741,250	7-29-03	US
MISC. DESIGN	2,509,653	11-20-01	US
MISC. DESIGN	2,600,468	7-30-02	US
PEOPLEVIEW	2,931,375	3-8-05	US
PROACT CONSOLIDATED EMPLOYEE WEALTH STATEMENT	2,627,480	10-1-02	US
PROACT TECHNOLOGIES	2,007,691	10-15-96	US
PROACT TECHNOLOGIES	2,689,074	2-18-03	US
PROACT TECHNOLOGIES	2,689,143	2-18-03	US

RESULTS FIRST SUITE	2,763,417	9-16-02	US
REZLOGIC	2,332,764	3-21-00	US
THE CORPORATE UNIVERSITY	1,581,439	2-6-90	US
WORKSTREAM	2,842,859	5-18-04	US
XYLO	2,821,956	3-16-04	US
XYLO	2,917,621	1-11-05	US
E-CRUITER	505,134	12-7-98	CA
E-CRUITER ENTERPRISE	534,787	10-17-00	CA
E-CRUITING	506,167	1-7-99	CA
EXPRESS & Design	465,902	11-7-96	CA
EYE Design	485,585	11-17-97	CA
KADIRI	578,293	3-26-03	CA
KADIRI TOTALCOMP	596,938	12-9-03	CA
WORKSTREAM	610,768	5-19-04	CA
KADIRI	002016533	5-13-02	EU
KADIRI TOTALCOMP	002019826	9-27-02	EU
KADIRI	708609	7-30-01	MX
KADIRI	708610	7-30-01	MX
KADIRI TOTALCOMP	725578	11-30-01	MX

PENDING TRADEMARK APPLICATIONS

Mark	Ser. No.	File Date	Country
TALENTCENTER	78/498371	10-12-04	US
TALENTCENTER	1,233,426	10-21-04	CA

SCHEDULE B

Registered Patents and Pending Patent Applications

REGISTERED PATENTS

TITLE	PAT. NO.	ISSUE DATE	COUNTRY
Secure Session Tracking Method And System For Client-Server Environment	6,226,750		US
Automated Process Guidance System And Method Using Knowledge Management System	6,269,355		US
Secure Session Tracking Method And System For Client-Server Environment	6,496,932		US
Automated Process Guidance System And Method	6,850,924		US

PENDING PATENT APPLICATIONS

TITLE	SER. NO.	FILE DATE	COUNTRY
Method for Traversing a Flowchart	2,371,953	4-14-00	CA
Method for Traversing a Flowchart	00922267.0	4-14-00	EPO

SCHEDULE C

Registered Copyrights

REGISTERED COPYRIGHTS

COPYRIGHT	REG. NO.
None	