

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.		10/12/2006	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2875855	E-CRUITER	
Registration Number:	2842859	WORKSTREAM	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	28276.012000		
NAME OF SUBMITTER:	Howard E. Silverman		

CH \$65.00 2875855

Signature:	/Howard E. Silverman/
Date:	10/13/2006
Total Attachments: 7 source=Workstream Inc. Hilco Agreement#page1.tif source=Workstream Inc. Hilco Agreement#page2.tif source=Workstream Inc. Hilco Agreement#page3.tif source=Workstream Inc. Hilco Agreement#page4.tif source=Workstream Inc. Hilco Agreement#page5.tif source=Workstream Inc. Hilco Agreement#page6.tif source=Workstream Inc. Hilco Agreement#page7.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement") made as October 12, 2006, by and between Workstream Inc., a corporation existing pursuant to the Canada Business Corporations Act ("Grantor"), and Hilco Financial, LLC, a Delaware limited liability company ("Grantee");

WITNESSETH

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of September 28, 2006, among the Grantor, certain affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan and Security Agreement"), Grantee has agreed, subject to the satisfaction of certain conditions precedent, to make a Term Advance and other financial accommodations available to Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement and the 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 (as defined in 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 Grantor 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 Grantor 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 Grantor against third parties for past, present or future infringement or dilution of any Copyright.

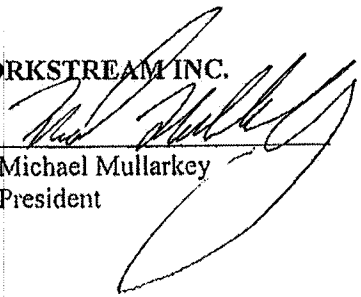
3. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles.

[signature page follows]

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

WORKSTREAM INC.

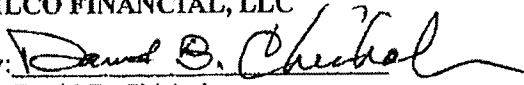
By:


Michael Mullarkey
President

Agreed and Accepted
as of the Date First Written Above

HILCO FINANCIAL, LLC

By:


David B. Chisholm
Chief Executive Officer

[SIGNATURE PAGE TO WORKSTREAM INC. PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

SCHEDULE A**Registered Trademarks, Pending, and Abandoned Trademark Applications**

Mark	Reg. No.	Reg. Date	Country	Owner
BRAVANTA 3D METHODOLOGY	76/358,239	Abandoned	US	
CAREBRIDGE	479,744	Abandoned	CA	
CAREBRIDGE	501817	Abandoned	EU	
CAREBRIDGE	2,154,853	Abandoned	US	
CAREERSITINGS	1,044,174	Abandoned	CA	
CLIMATESIGHT	76/507880	Abandoned	US	
DECISIS	1,833,684	Abandoned	US	
E-CRUITER	505,134	12-7-98	CA	Workstream, Inc.
E-CRUITER	2,875,855	8-24-04	US	Workstream, Inc.
E-CRUITER ENTERPRISE	534,787	10-17-00	CA	Workstream, Inc.
E-CRUITER ENTERPRISE	75/755629	Abandoned	US	
E-CRUITER EXPRESS	899,725	Abandoned	CA	
E-CRUITER ONLINE	1,022,631	Abandoned	CA	
E-CRUITER ONLINE		Abandoned	CA	
E-CRUITING	506,167	1-7-99	CA	Workstream, Inc.
E-CRUITING	75/491214	Abandoned	US	
EXPRESS & Design	465,902	11-17-96	CA	Express Franchise Services, L.P.
EYE Design	485,585	11-17-97	CA	Workstream, Inc.
EYE Design	593343	Abandoned	EU	
EYE Design	2173043	Abandoned	US	
HIRE ADVANTAGE	1,081,836	Abandoned	CA	
HIRE POWER	1,081,837	Abandoned	CA	
PERFORMANCESIGHT	76/507879	Abandoned	US	
RESUMESCORE	1,225,730	Abandoned	CA	
RESUMESCORE	78/461264	Abandoned	US	
REWARDING WORK	76/043205	Abandoned	US	
REWARDING YEARS	76/470756	Abandoned	US	
SKILLSIGHT	76/507878	Abandoned	US	

WE TAKE INTERNET RECRUITING TO A HIRE LEVEL	1,048,952	Abandoned	CA	
WE TAKE INTERNET RECRUITING TO A HIRE LEVEL	76/119715	Abandoned	US	
WEB-POWERED RECRUITING SOLUTIONS	1,024,607	Abandoned	CA	
WORKSTREAM	610,768	5-19-04	CA	Workstream, Inc.
WORKSTREAM	2,842,859	5-18-04	US	Workstream, Inc.

SCHEDULE B

Issued Patents and Pending Patent Applications

Issued Patents

TITLE	PAT. NO.	ISSUE DATE	COUNTRY	OWNER
None				

Pending Patent Applications

TITLE	SER. NO.	FILE DATE	COUNTRY	OWNER
Method For Traversing A Flowchart	2,371,953	4-14-00	CA	Workstream, Inc.
Method For Traversing a Flowchart	00922267.0	4-14-00	EPO	Workstream, Inc.

SCHEDULE C

Registered Copyrights

Registered Copyrights

COPYRIGHT	REG. NO.
None	