

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 USA, Inc.		10/12/2006	CORPORATION: DELAWARE

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: 33

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:	2466745	EMPLOYEESAVINGS.COM
Registration Number:	1442913	EXECUGROW
Serial Number:	78445450	HEALTH PAGES
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

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Registration Number:	2697059	ICARIAN WORKFORCE INTELLIGENCE
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
Serial Number:	78498371	TALENTCENTER
Registration Number:	1581439	THE CORPORATE UNIVERSITY
Registration Number:	2821956	XYLO
Registration Number:	2917621	XYLO

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

ATTORNEY DOCKET NUMBER:	28276.012000
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	10/13/2006

Total Attachments: 9

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement") made as October 12, 2006, by and between Workstream USA, Inc., a Delaware corporation ("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

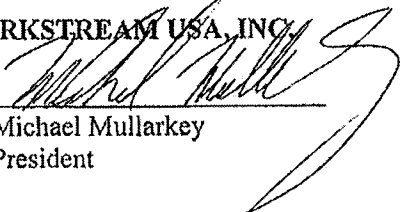
(f) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright.

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]

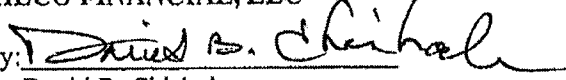
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WORKSTREAM USA, 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 USA PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

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

Mark	Reg. No.	Reg. Date	Country	Owner
6FIGUREJOBS	2,384,308	9-5-00	US	Workstream USA, Inc.
BECAUSE YOU'VE EARNED IT	2,406,279	11-21-02	US	Workstream USA, Inc.
BRAVANTA	2,726,287	6-17-03	US	Workstream USA, Inc.
BRAVANTA 3D METHODOLOGY	76/358,239	Abandoned	US	
BRAVANTA EDGE	2,618,117	9-10-02	US	Workstream USA, Inc.
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	128520	2-16-99	EU	Workstream USA, Inc.
DECISIS	1,833,684	Abandoned	US	
Design	521344	3-30-99	EU	Workstream USA, 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	75/491214	Abandoned	US	
EMPLOYEE SAVINGS.COM	2,466,745	7-3-01	US	Workstream USA, Inc.
EXECUGROW	1,442,913	6-16-87	US	Workstream USA, Inc.
EXPRESS & Design	465,902	11-17-96	CA	Express Franchise Services, L.P.
EYE Design	593343	Abandoned	EU	
EYE Design	2173043	Abandoned	US	

HEALTH PAGES	78/445450	Pending	US	Workstream USA, Inc.
HIRE ADVANTAGE	1,081,836	Abandoned	CA	
HIRE POWER	1,081,837	Abandoned	CA	
HRS 360	2,391,526	Pending	US	Workstream USA, Inc.
HRSOFT	1,877,440	2-7-95	US	Workstream USA, Inc.
ICARIAN	2,430,203	2-20-01	US	Workstream USA, Inc.
ICARIAN	2,430,204	2-20-01	US	Workstream USA, Inc.
ICARIAN	2,517,704	12-11-01	US	Workstream USA, Inc.
ICARIAN WORKFORCE	2,623,590	9-24-02	US	Workstream USA, Inc.
ICARIAN WORKFORCE INTELLIGENCE	2,697,059	3-18-03	US	Workstream USA, Inc.
IEXPERT	2,521,341	12-18-01	US	Workstream USA, Inc.
IEXPERT	2,521,342	12-18-01	US	Workstream USA, Inc.
KADIRI	578,293	3-26-03	CA	Workstream USA, Inc.
KADIRI	2016533	5-13-02	EU	Workstream USA, Inc.
KADIRI	708609	7-30-01	MX	Workstream USA, Inc.
KADIRI	708610	7-30-01	MX	Workstream USA, Inc.
KADIRI	2,625,863	9-24-02	US	Workstream USA, Inc.
KADIRI	2,812,204	2-10-04	US	Workstream USA, Inc.
KADIRI TOTALCOMP	596,938	12-9-03	CA	Workstream USA, Inc.
KADIRI TOTALCOMP	2019826	9-27-02	EU	Workstream USA, Inc.
KADIRI TOTALCOMP	725578	11-30-01	MX	Workstream USA,

				Inc.
KADIRI TOTALCOMP	2,643,944	10-29-02	US	Workstream USA, Inc.
KADIRI TOTALCOMP	2,741,250	7-29-03	US	Workstream USA, Inc.
MISC. DESIGN	2,509,653	11-20-01	US	Workstream USA, Inc.
MISC. DESIGN	2,600,468	7-30-02	US	Workstream USA, Inc.
PEOPLEVIEW	2,931,375	3-8-05	US	Workstream USA, Inc.
PERFORMANCESIGHT	76/507879	Abandoned	US	
PROACT CONSOLIDATED EMPLOYEE WEALTH STATEMENT	2,627,480	10-1-02	US	Workstream USA, Inc.
PROACT TECHNOLOGIES	2,007,691	10-15-96	US	Workstream USA, Inc.
PROACT TECHNOLOGIES	2,689,074	2-18-03	US	Workstream USA, Inc.
PROACT TECHNOLOGIES	2,689,143	2-18-03	US	Workstream USA, Inc.
RESULTS FIRST SUITE	2,763,417	9-16-02	US	Workstream USA, Inc.
RESUMESCORE	1,225,730	Abandoned	CA	
RESUMESCORE	78/461264	Abandoned	US	
REZLOGIC	2,332,764	3-21-00	US	Workstream USA, Inc.
REWARDING WORK	76/043205	Abandoned	US	
REWARDING YEARS	76/470756	Abandoned	US	
SKILLSIGHT	76/507878	Abandoned	US	
TALENTCENTER	1,233,426	Pending	CA	Workstream USA, Inc.
TALENTCENTER	78498371	Pending	US	Workstream USA, Inc.
THE CORPORATE UNIVERSITY	1,581,439	2-6-90	US	Workstream USA, Inc.
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	
XYLO	1,089,983	1-22-01	CA	Workstream USA, Inc.
XYLO	2,036,473	5-24-02	EU	Workstream USA, Inc.
XYLO	2,821,956	3-16-04	US	Workstream USA, Inc.
XYLO	2,917,621	1-11-05	US	Workstream USA, Inc.

SCHEDULE B

Issued Patents and Pending Patent Applications

Issued Patents

TITLE	PAT. NO.	ISSUE DATE	COUNTRY	OWNER
Secure Session Tracking Method And System For Client-Server Environment	6,226,750		US	Workstream USA, Inc.
Automated Process Guidance System And Method Using Knowledge Management System	6,269,355	7-31-01	US	Workstream USA, Inc.
Secure Session Tracking Method And System For Client-Server Environment	6,496,932		US	Workstream USA, Inc.
Automated Process Guidance System And Method	6,850,924	2-1-05	US	Workstream USA, Inc.

SCHEDULE C

Registered Copyrights

Registered Copyrights

COPYRIGHT	REG. NO.
None	