

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hilco Financial, LLC		08/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Workstream, Inc.		
<b>Street Address:</b>	495 March Road		
<b>City:</b>	Ottawa		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K2K 3G1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2875855	E-CRUITER	
Registration Number:	2842859	WORKSTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	664895-9		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

**CH \$65.00 2875855**

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kristin Brozovic

Signature:

/Kristin Brozovic/

Date:

08/20/2007

**Total Attachments: 6**

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**PATENT, TRADEMARK AND COPYRIGHT RELEASE AND REASSIGNMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT RELEASE AND REASSIGNMENT is made as of August 16, 2007, by HILCO FINANCIAL, LLC ("Hilco").

WITNESSETH:

WHEREAS, Hilco and WORKSTREAM INC., a corporation existing pursuant to the Canada Business Corporations Act ("Grantor"), were parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of October 12, 2006 (the "Assignment"), pursuant to which Grantor granted a security interest to Hilco in certain Patent, Trademark and Copyright Collateral (as defined below) as security for certain obligations owing by Grantor to Hilco, including the Trademarks set forth on Schedule A, the Patents set forth on Schedule B and the Copyrights set forth on Schedule C hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on October 13, 2006, at Reel 3409, Frame 0134; and

WHEREAS, Grantor has requested that Hilco release its security interest in the Patents, Trademark and Copyright Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Hilco hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Patent, Trademark and Copyright Collateral"):

(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;

(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 foregoing, 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

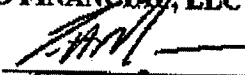
(f) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright.

2. Hilco hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Hilco, all of Hilco's right, title and interest in and to the Patent, Trademark and Copyright Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Hilco has caused this Patent, Trademark and Copyright Release and Reassignment to be executed as of the day and year first above written.

HILCO FINANCIAL, LLC

By:   
Name: Scott Morse  
Title: Exec Vice Pres / COO

Patent, Trademark and Copyright Release and Reassignment- Workstream Inc.

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**SCHEDULE A**

**Trademarks**

Trademark	Application Number	Filing Date	Registration Number	Registration Date
E-CRUITER	75-540679	8/21/98	2875855	8/24/04
WORKSTREAM	78-117794	3/27/02	2842859	5/18/04

**SCHEDULE B**

**Patents**

None.

**TRADEMARK**

**REEL: 003605 FRAME: 0089**

**SCHEDULE C**

**Copyrights**

None.

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