

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.		08/29/2008	CORPORATION: CANADA
Workstream USA, Inc.		08/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Magnetar Capital Master Fund, Ltd.
Street Address:	1603 Orrington Avenue
City:	Evanston
State/Country:	ILLINOIS
Postal Code:	60201
Entity Type:	CORPORATION: ILLINOIS

Name:	SRB Greenway Capital (QP), L.P.
Street Address:	300 Crescent Court
Internal Address:	Suite 1111
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	SRB Greenway Capital, L.P.
Street Address:	300 Crescent Court
Internal Address:	Suite 1111
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	SRB Greenway Offshore Operating Fund, L.P.
Street Address:	300 Crescent Court

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Internal Address:	Suite 1111
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Tom Akin IRA Individual Account
Street Address:	2400 Bridgeway
Internal Address:	Suite 300
City:	Sausalito
State/Country:	CALIFORNIA
Postal Code:	94965
Entity Type:	Individual Account: CALIFORNIA

Name:	Talkot Fund, L.P.
Street Address:	2400 Bridgeway
Internal Address:	Suite 300
City:	Sausalito
State/Country:	CALIFORNIA
Postal Code:	94965
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

Name:	Crestview Capital Master, LLC
Street Address:	95 Revere Drive
Internal Address:	Suite F
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Fort Mason Partners, LP
Street Address:	590 California Street
Internal Address:	Suite 1925
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Fort Mason Master, LP
Street Address:	590 California Street

Internal Address:	Suite 1925
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

Name:	CCM Master Qualified Fund, Ltd.
Street Address:	1 North Wacker Drive
Internal Address:	Suite 4350
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	78117794	WORKSTREAM
Serial Number:	75540679	E-CRUITER
Serial Number:	78445450	HEALTH PAGES
Serial Number:	76690360	6FIGUREJOBS
Serial Number:	76507881	PEOPLEVIEW
Serial Number:	76343373	BRAVANTA EDGE
Serial Number:	76343372	RESULTS FIRST SUITE
Serial Number:	76110817	XYLO
Serial Number:	76096558	XYLO
Serial Number:	76043206	BRAVANTA
Serial Number:	75355868	ICARIAN
Serial Number:	74395134	HRSOFT
Serial Number:	73622594	EXECUGROW
Serial Number:	73757296	THE CORPORATE UNIVERSITY
Serial Number:	74662587	PROACT TECHNOLOGIES
Serial Number:	75702356	REZLOGIC
Serial Number:	75536283	6FIGUREJOBS
Serial Number:	76159645	
Serial Number:	75355665	ICARIAN
Serial Number:	75794515	IEXPERT

Serial Number:	75794516	IEXPERT
Serial Number:	76159638	
Serial Number:	76186574	ICARIAN WORKFORCE
Serial Number:	75938896	KADIRI
Serial Number:	76180253	PROACT CONSOLIDATED EMPLOYEE WEALTH STATEMENT
Serial Number:	76122380	KADIRI TOTALCOMP
Serial Number:	76084718	PROACT TECHNOLOGIES
Serial Number:	76156796	PROACT TECHNOLOGIES
Serial Number:	76159649	ICARIAN WORKFORCE INTELLIGENCE
Serial Number:	76383859	KADIRI TOTALCOMP
Serial Number:	76383860	KADIRI
Serial Number:	78498371	TALENTCENTER
Serial Number:	75355664	ICARIAN

CORRESPONDENCE DATA

Fax Number: (215)701-2171
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215 665 2771
Email: sschwartz@cozen.com
Correspondent Name: Scott B. Schwartz
Address Line 1: 1900 Market Street
Address Line 2: IP Department
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	WORK/150604
NAME OF SUBMITTER:	Scott Bradley Schwartz
Signature:	/Scott B Schwartz/
Date:	12/11/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of August, 2008, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of the Secured Parties under and as defined in the below-described Security Agreement.

WITNESSETH:

WHEREAS, pursuant to those certain separate Exchange Agreements, each dated as of August 29, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, collectively, the "Exchange Agreements"), by and between WORKSTREAM INC., a corporation existing pursuant to the Canada Business Corporations Act ("Parent"), and each of the Secured Parties, Parent has agreed to exchange each Secured Party's Special Warrant and 2007 Warrant for a Note and a Warrant;

WHEREAS, in order to induce each Secured Party to so exchange its Special Warrant and 2007 Warrant for a Note and a Warrant, as provided for in the Exchange Agreements, Grantors have executed and delivered to Secured Parties that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Parties this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Notes.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to each Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any

Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interests created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to their respective security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Grantor's obligations under this Section 5, Grantors hereby authorize Secured Parties unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Transaction Document refer to this Trademark Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions,

modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Transaction Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WORKSTREAM INC., a corporation existing pursuant to the Canada Business Corporations Act

By: _____
Name: Jay Markell
Title: CFO

6FIGUREJOBS.COM, INC., a Delaware corporation

By: _____
Name: Jay Markell
Title: CFO

WORKSTREAM USA, INC., a Delaware corporation

By: _____
Name: Jay Markell
Title: CFO

PAULA ALLEN HOLDINGS, INC., a Florida corporation

By: _____
Name: Jay Markell
Title: CFO

THE OMNI PARTNERS, INC., a Florida corporation

By: _____
Name: Jay Markell
Title: CFO

WORKSTREAM MERGER SUB INC., a Delaware corporation

By: _____
Name: Jay Markell
Title: CFO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No./ Serial No.	Reg Date / App Date
Workstream Inc.	USA	Workstream	2842859/ 78117794	05/18/2004 03/27/2002
Workstream Inc.	USA	E-Cruiter	2875855/ 75540679	08/24/2004 08/21/1998
Workstream Inc.	Canada	E-Cruiter Enterprise	TMA534787/ 1002632	10/17/2000 01/21/1999
Workstream Inc.	Canada	E-Cruiting	TMA506167/ 0863257	01/07/1999 12/04/1997
Workstream Inc.	Canada	E-Cruiter	TMA505134/ 0870426	12/07/1998 02/26/1998
Workstream Inc.	Canada	Workstream	TMA610768/ 1117160	05/19/2004 10/02/2001
Workstream USA Inc.	USA	Health Pages	3235437/ 78445450	04/24/2007 07/02/2004
Workstream USA Inc.	USA	6FigureJobs	SN 76690360	06/09/2008
Workstream USA Inc.	USA	Peopleview	2931375/ 76507881	03/08/2005 04/17/2003
Workstream USA Inc.	USA	Bravanta Edge	2618117/ 76343373	09/10/2002 11/29/2001
Workstream USA Inc.	USA	Results First Suite	2763417/ 76343372	09/16/2003 11/29/2001
Workstream USA Inc.	USA	Xylo	2821956/ 76110817	03/16/2004 08/16/2000
Workstream USA Inc.	USA	Xylo	2917621/ 76096558	01/11/2005 07/11/2000
Workstream USA Inc.	USA	Bravanta	2726287/ 76043206	06/17/2003 05/04/2000
Workstream USA Inc.	USA	Icarian	2430204/ 75355868	02/20/2001 09/12/1997

Workstream USA Inc.	USA	Icarian	2430203/ 75355664	02/20/2001 09/12/1997
Workstream USA Inc.	USA	HRSOFT	1877440/ 74395134	02/07/1995 05/27/1993
Workstream USA Inc.	USA	Execugrow	1442913/ 73622594	06/16/1987 09/29/1986
Workstream USA Inc.	USA	The Corporate University	1581439/ 73757296	02/06/1990 10/12/1988
Workstream USA Inc.	USA	Proact Technologies	2007691/ 74662587	10/15/1996 04/18/1995
Workstream USA Inc.	USA	Rezlogic	2332764/ 75702356	03/21/2000 05/10/1999
Workstream USA Inc.	USA	6FigureJobs	2384308/ 75536283	09/05/2000 08/13/1998
Workstream USA Inc.	USA	Design	2509653/ 76159645	11/20/2001 11/06/2000
Workstream USA Inc.	USA	Icarian	2517704/ 75355665	12/11/2001 09/12/1997
Workstream USA Inc.	USA	iEXPERT	2521341/ 75794515	12/18/2001 09/08/1999
Workstream USA Inc.	USA	iExpert	2521342/ 75794516	12/18/2001 09/08/1999
Workstream USA Inc.	USA	Design	2600468/ 76159638	07/30/2002 11/06/2000
Workstream USA Inc.	USA	Icarian Workforce	2623590/ 76186574	09/24/2002 12/26/2000
Workstream USA Inc.	USA	Kadiri	2625863/ 75938896	09/24/2002 03/08/2000
Workstream USA Inc.	USA	Proact Consolidated Employee Wealth Statement	2627480/ 76180253	10/01/2002 12/13/2000
Workstream USA Inc.	USA	Kadiri Totalcomp	2643944/ 76122380	10/29/2002 09/05/2000
Workstream USA Inc.	USA	Proact Technologies	2689074/ 76084718	02/18/2003 07/07/2000
Workstream USA Inc.	USA	Proact Technologies	2689143/ 76156796	02/18/2003 10/31/2000
Workstream USA Inc.	USA	Icarian Workforce Intelligence	2697059/ 76159649	03/18/2003 11/06/2000
Workstream USA Inc.	USA	Kadiri TotalComp	2741250/ 76383859	07/29/2003 03/14/2002
Workstream USA Inc.	USA	Kadiri	2812204/ 76383860	02/10/2004 03/14/2002
Workstream USA Inc.	USA	Talentcenter	3178032/ 78498371	11/28/2006 10/12/2004

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses