

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.		08/13/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3235437	HEALTH PAGES
Registration Number:	3562945	6FIGUREJOBS
Registration Number:	2931375	PEOPLEVIEW
Registration Number:	2821956	XYLO
Registration Number:	2917621	XYLO
Registration Number:	2726287	BRAVANTA
Registration Number:	2430204	ICARIAN
Registration Number:	2430203	ICARIAN
Registration Number:	1877440	HRSOFT
Registration Number:	1581439	THE CORPORATE UNIVERSITY
Registration Number:	2812204	KADIRI
Registration Number:	3178032	TALENTCENTER

CORRESPONDENCE DATA

900177110

**TRADEMARK
 REEL: 004412 FRAME: 0455**

CH \$315.00 3235437

Fax Number: (212)480-8421
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2125741200
Email: trademarks@sewkis.com
Correspondent Name: Beth H. Alter/Seward & Kissel LLP
Address Line 1: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Beth H. Alter
Signature:	/Beth H. Alter/
Date:	11/10/2010

Total Attachments: 8

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EXHIBIT C

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of August, 2010, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of the Secured Party under and as defined in the below-described Security Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Note, dated as of August 13, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, collectively, the "Note"), executed by WORKSTREAM INC., a corporation existing pursuant to the Canada Business Corporations Act ("Parent"), in favor of the Secured Party, Parent has agreed to issue the Note to the Secured Party according to the terms and conditions set forth in the Note;

WHEREAS, in order to induce the Secured Party to make the loan under the Note, Grantors have executed and delivered to the Secured Party 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 the Secured Party 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 Note.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the 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 Interest 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 the Secured Party 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 interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to its security interest 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 the Secured Party 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 the Secured Party 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 the 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: _____
Title: _____

6FIGURE083.COM, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

WORKSTREAM USA, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

PAULA ALLEN HOLDINGS, INC., a Florida corporation

By: _____
Name: _____
Title: _____

THE OMNI PARTNERS, INC., a Florida corporation

By: _____
Name: _____
Title: _____

WORKSTREAM MERGER SUB INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

SK 02921 0013 1122357

SCHEDULE 6**TRADEMARKS**

Grantor	Country	Mark	Registration No./ Serial No.	Reg Date / App Date
E-Cruiter.com Inc.	Canada	EXPRESS Design	TMA465902 0743903	11/07/1996 12/17/1993
Kadiri, Inc.	Canada	KADIRI	TMA578293 1087143	03/26/2003 12/20/2000
Kadiri, Inc.	Canada	KADIRI TOTALCOMP	TMA596938 1087144	12/09/2003 12/20/2000
Omni Partners, Inc.	USA	OMNI PARTNERS	77002142	09/19/2006
Workstream Inc.	USA	HAMILTON SORTER	3233076/ 78897061	04/24/2007 05/31/2006
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.	USA	WORKSTREAM	1965955/ 74512033	04/02/1996 04/06/1994
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

Grantor	Country	Mark	Registration No./ Serial No.	Reg Date / App Date
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 Inc.	Canada	EYE Design	TMA485585 834801	11/17/1997 01/28/1997
Workstream U.S.A.	European Community	KADIRI TOTALCOMP	2019826 2019826	09/27/2002 12/22/2000
Workstream U.S.A.	European Community	Miscellaneous Design	521344 521344	03/30/1999 04/24/1997
Workstream USA Inc.	USA	HEALTH PAGES	3235437/ 78445450	04/24/2007 07/02/2004
Workstream USA Inc.	USA	6FIGUREJOBS	3562945/ 76690360	01/20/2009 06/09/2008
Workstream USA Inc.	USA	PEOPLEVIEW	2931375/ 76507881	03/08/2005 04/17/2003
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/	02/20/2001

Grantor	Country	Mark	Registration No./ Serial No.	Reg Date / App Date
			75355868	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	THE CORPORATE UNIVERSITY	1581439/ 73757296	02/06/1990 10/12/1988
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
Workstream USA Inc.	Canada	TALENTCENTER	TMA710440 1233426	03/31/2008 10/12/2004
Workstream USA Inc.	European Community	KADIRI	2016533 2016533	05/13/2002 12/22/2000
Workstream USA Inc.	Mexico	KADIRI	708610 464830	07/30/2001 01/08/2001
Workstream USA Inc.	Mexico	KADIRI	708609 464825	07/30/2001 01/08/2001
Workstream USA Inc.	Mexico	KADIRI	725578 464829	11/30/2001 01/08/2001
Xylo, Inc.	European Community	XYLO	2036473 2036473	05/24/2002 01/11/2001