

06-24-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Westaff, Inc., a Delaware Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 05/17/2002

2. Name and address of receiving party(ies)

 Name: General Electric Capital Corporation
 Internal Address: 6130 Stoneridge Mall Rd # 300

Street Address: _____

City: Pleasanton State: CA Zip: 94588

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

 If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1855940 ; 2313989

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah Taylor

Internal Address: 40 Latham + Watkins

Street Address: 1033 W. 5th St, #4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah E. Taylor

Name of Person Signing

Deborah E. Taylor

Signature

6/10/2002

Date

Total number of pages including cover sheet, attachments, and document: 7

06/21/2002 DEPT OF COMMERCE 00000242 1855940

01 FC:481
02 FC:482
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231
TRADEMARK
REEL: 002529 FRAME: 0800

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2002, by WESTAFF, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as US Agent and UK Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Multicurrency Credit Agreement dated as of the date hereof by and among Grantor, Westaff (USA), Inc., a California corporation ("Westaff USA"), Westaff (CA), Inc., a California corporation, ("WCA"), Westaff Limited Partnership, a Delaware limited partnership ("WestLP", and collectively with Westaff USA and WCA, the "US Borrowers") Westaff Support, Inc., a California corporation ("Term Borrower"), Westaff (U.K.) Limited, a limited liability company incorporated under the laws of England and Wales ("UK Borrower"), Agent and the Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented, replaced or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to US Borrowers, Term Borrower and UK Borrower, and US Revolving Lenders have agreed to incur Letter of Credit Obligations on behalf of Westaff USA;

WHEREAS, pursuant to a Parent Guaranty dated as of the date hereof between Agent and Grantor, Grantor has agreed to unconditionally guaranty the obligations of the Borrowers under the Credit Agreement and the other Loan Documents;

WHEREAS, Agent and Lenders are willing to make the Loans to the Borrowers and the US Revolving Lenders are willing to incur Letter of Credit Obligations on behalf of Westaff USA as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor (and the other Credit Parties) shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented, replaced or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to Section 5(a)(i) of the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Licenses to which it is a party including those referred to on Schedule I hereto (which Schedule I may be amended from time to time by Agent to, among other things, include additional Trademarks and Trademark Licenses);

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

WESTAFF, INC.

By: Dirk A. Sodestrom
Name: Dirk A. Sodestrom
Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: Lawrence E. Ridgway
Title: Duly Authorized Signatory

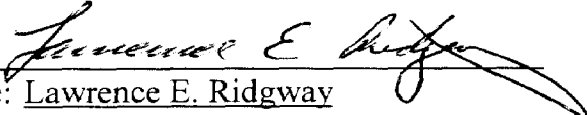
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTAFF, INC.

By: _____
Name: Dirk A. Sodestrom
Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Lawrence E. Ridgway
Title: Duly Authorized Signatory

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of SAN FRANCISCO

On MAY 16, 2002, before me, Tony Klein, Notary Public, personally appeared

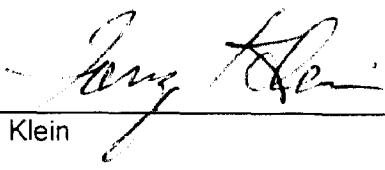
DIRK ASODESTRON

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

[Notary Seal]


Tony Klein



TRADEMARK

REEL: 002529 FRAME: 0805

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Service Marks Owned by Westaff, Inc.

Jurisdiction	Registration No.	Service Mark
U.S.	1,855,940	Westaff
U.S.	2,313,989	Westaff (stylized)
U.K.	B1,296,573	Western Staff Services

Trademark Licenses by Westaff, Inc. to third parties

License Agreement, by and between Licensing Division of Western Staff Services, Inc. (as Licensor) and Lewis R. Shelton (as Licensee), with the commencement date of March 22, 1997.

Franchise Agreement, by and between the Office and Light Industrial Division of Western Staff Services, Inc. and Susan Elizabeth Clayton (as Franchisee), with the commencement date of September 1, 1996.