

06-24-2002

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 Support, Inc., a
California corporation

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State
 - Other
- 6-17-02

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: _____

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 6130 Stoneridge Mall Rd #300

City: Pleasanton State: CA Zip: 9588

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)

76268471

76360285

B. Trademark Registration No.(s)

2033190 2343515 2336180

2213814 2349097 2381016

2357309

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: c/o Latham + Watkins

Street Address: 633 W. 54th St., #4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00

- 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 Taylor
Name of Person Signing

Deborah Taylor
Signature

6/7/2002
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/21/2002 DBYRNE

00000243 76268471

01 FC:481
02 FC:482

40.00 OP
550.00 OP

TRADEMARK
REEL: 002529 FRAME: 0836

Application/Registration No.
2033190
76268471
2213814
2343515
2349097
2336180
75807044
2381016
2357309
2488458
76360285
1767600
1518233
1961476
1548592
1487729
994865
1952372
2094615
1009578
1855940
1948222
979635

TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to that certain Multicurrency Credit Agreement dated as of the date hereof by and among the Grantor, as Term Borrower, 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 (U.K.) Limited, a limited liability company incorporated under the laws of England and Wales ("UK Borrower"), Westaff, Inc., a Delaware corporation, 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, Grantor and UK Borrower, and US Revolving Lenders have agreed to incur Letter of Credit Obligations on behalf of Westaff USA;

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 SUPPORT, 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

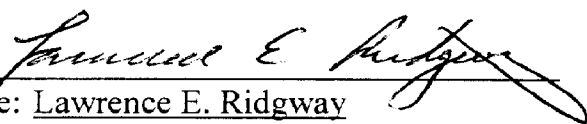
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTAFF SUPPORT, 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 H. SODESTROM

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
Tony Klein



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Service Marks Owned by Westaff Support, Inc.

Jurisdiction	Registration No.	Service Mark
U.S.	2,033,190	Accountants USA
U.S.	76/268471	AUSA
U.S.	2,213,814	1-800-BE A TEMP
U.S.	2,343,515	College Greens
U.S.	2,349,097	The Essential Support Services Leader
U.S.	2,336,180	E Team
U.S.	75/807,044	It's About Respect
U.S.	2,381,016	Job Squad
U.S.	2,357,309	On Location & Essential
U.S.	2,488,458 ¹	(Wave) Westaff and Design
U.S.	76/360,285	Westaff People Matter
U.S.	1,767,600	Westemp
U.S.	1,518,233	Western Accounting Services
U.S.	1,961,476	Western Information Network (WIN)
U.S.	1,548,592	Western Legal Services
U.S.	1,487,729	Western Marketing Services
U.S.	994,865 ²	Western Permanent Services Agency
U.S.	1,952,372	Western Photo Service
U.S.	2,094,615	Western Staff Services Office and Light Industrial Division
U.S.	1,009,578 ³	Western Staff Services (Class 35)

U.S. 1,855,940 Westaff

¹ Assignment from Westaff (USA), Inc. to Westaff Support, Inc., pursuant to the Assignment, by Westaff (USA), Inc., dated January 28, 2002, *nunc pro tunc* as of April 18, 1999, recordation in process.

² Assignment from Westaff (USA), Inc. to Westaff Support, Inc., pursuant to the Assignment, by Westaff (USA), Inc., dated December 21, 2000, *nunc pro tunc* as of April 18, 1999, recordation in process.

U.S	1,948,222	Western Temporary Services (Class 41 & 42)
U.S.	979,635	Western Temporary Services
U.S.	None ⁴	Staff for Business Jobs for people
U.S.	None ⁵	Talent Trak
Australia	629317	Westaff (class 36)
Australia	629318	Westaff (class 35)
Australia	637230	Westaff (class 35)
Australia	700114	Western's Interim Hire Plan
Australia	700113	Western's Interim Release Plan
Australia	a332,201	Western Staff Services (class 35)
Benelux	433,105	Western Service
Canada	897,040 ⁶ (pending)	Westaff (stylized)
Canada	377,787	Western Temporary Services
Denmark	VR 02.207 1975	Western Services
Denmark	VR 01.806 1995	Western Staff Services
Europe (ECT)	96149	Western Staff Services
Europe (ECT)	807958	Westaff
France	1,315,576	Western Girl
Israel	68901	Western Temporary Services
Israel	68902	Western Staff Services
Italy	206,613	Western Girl
Italy	[00755382 ⁷]	Western Staff Services
Japan	Pending ⁸	Westaff
Mexico	616946	Westaff (Stylized)
New Zealand	291802	Westaff
New Zealand	B283653	Western Staff Services
Norway	173,899	Western Staff Services
Norway	162,950	Western Services
Norway	194579	Weststaff
Norway	204561	Westaff (Stylized)

³ Assignment from Westaff, Inc. to Westaff Support, Inc., pursuant to the Assignment, by Westaff, Inc., dated December 21, 2000, *nunc pro tunc* as of April 18, 1999, recordation in process.

⁴ No application made.

⁵ No application made.

⁶ Service mark application pending.

⁷ No application made.

⁸ Service mark application pending.

Singapore	T/98/120511	Westaff (Stylized)
South Africa	87/10125	Western Staff Services
Spain	11186821	Western Girl
Spain	1738739	Western Service
Switzerland	350,459	Western Girl
Switzerland	414,267	Western Service

Westaff Support, Inc. Trademark Licenses

License Agreement, by and among Westaff Support, Inc. (as Licensor) and Westaff (USA), Inc., Western Staff Services (CA), Inc., Westaff (GP), Inc., Westaff (LP), Inc., Westaff (Guam), Inc., Best Temporaries, Inc., Best Temporaries Federal Systems, Inc. and MediaWorld International (as Licensees), dated April 18, 1999.