

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
CLP Holdings Corp.		12/13/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1201 Pacific Avenue, Third Floor		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78260637	CLP SKILLED TRADES SOLUTIONS	
Registration Number:	2608057	CLP RESOURCES INC SKILLED TRADES SOLUTIONS	
Registration Number:	2602173	CLP RESOURCES INC	
Registration Number:	2497445	CONTRACTORS LABOR POOL	
Registration Number:	2315988	CLP	
Registration Number:	2313739	CLP	
CORRESPONDENCE DATA			
Fax Number:	(206)359-4036		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 359-3036		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	02941-0188		

CH \$165.00 78260637

NAME OF SUBMITTER:	12/23/2005
Signature:	/James L. Vana/
Date:	12/23/2005
Total Attachments: 4 source=CLP HOLDING Security Assignment#page1.tif source=CLP HOLDING Security Assignment#page2.tif source=CLP HOLDING Security Assignment#page3.tif source=CLP HOLDING Security Assignment#page4.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This Grant of Security Interest in Trademark Rights ("Agreement"), dated as of December 13, 2005, is made by CLP HOLDINGS CORP., a Nevada corporation (the "Obligor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 13, 2005, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LABOR READY, INC., a Washington corporation, and the parent company of the Obligor ("Borrower"), the Lenders, the Agent, the documentation agents and syndication agents named therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered the Guarantee and Collateral Agreement, dated as of December 13, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference to the Credit Agreement and the Guarantee and Collateral Agreement.

2. Grant of Security Interest

The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

3. Purpose

This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment

The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

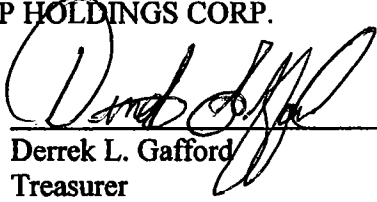
5. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[The remainder of this page has been intentionally left blank.]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLP HOLDINGS CORP.

By 

Derrek L. Gafford
Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent
for the Lenders

By 

Name: JOHN CANTALUPO
Title: VICE PRESIDENT

Schedule A

**CLP Holdings, Inc.
Trademark Portfolio Report**

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status	Services	Ownership
United States	CLP SKILLED TRADES SOLUTIONS (and Design)	035	78/260,637	06/10/2003	3,004,944	10/04/2005	Registered	Employment agency services	CLP Holdings Corp.
	CLP RESOURCES, INC. SKILLED TRADES SOLUTIONS (stylized)	035	76066378	06/07/2000	2608057	08/13/2002	Registered	Employment agency services	CLP Holdings Corp.
	CLP RESOURCES, INC. (stylized)	035	76065449	06/07/2000	2602173	07/30/2002	Registered	Employment agency services	CLP Holdings Corp.
	CONTRACTORS LABOR POOL	035	75569141	10/13/1998	2,497,445	10/16/2001	Registered	Job placement services, namely, providing of skilled tradespersons and laborers to others on an as-needed or temporary basis	CLP Holdings Corp.
	CLP (stylized)	035	75569140	10/13/1998	2315988	02/08/2000	Registered	Job placement services, namely, providing of skilled tradespersons and laborers to others on an as-needed or temporary basis	CLP Holdings Corp.
	CLP	035	75569139	10/13/1998	2313739	02/01/2000	Registered	Job placement services, namely, providing of skilled tradespersons and laborers to others on an as-needed or temporary basis	CLP Holdings Corp.