

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Labor Ready, Inc.		12/13/2005	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	1201 Pacific Avenue, Third Floor
<b>City:</b>	Tacoma
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98402
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1668771	LABOR READY
Registration Number:	2488724	LABOR READY SET GO
Serial Number:	76449920	LRW
Serial Number:	76449921	LRW
Serial Number:	76449922	LRW LABOR READY WORLDWIDE
Registration Number:	2458540	SERVICE READY
Registration Number:	2608223	SERVICEREADY
Registration Number:	2744090	SPARTAN STAFFING
Registration Number:	2503647	WHAT DO YOU NEED DONE?
Registration Number:	2496518	WORK TODAY CASH TODAY
Registration Number:	2538108	WORK TODAY CASH TODAY
Registration Number:	1951591	WORK TODAY PAID TODAY

**CORRESPONDENCE DATA**

CH \$315.00 1668771

Fax Number: (206)359-4036  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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
NAME OF SUBMITTER:	12/23/2005
Signature:	/James L. Vana/
Date:	12/23/2005

Total Attachments: 4  
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**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 LABOR READY, INC., a Washington corporation (the "Borrower"), 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 Borrower, and 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.

LABOR READY, INC.

By   
Derrek L. Gafford  
Vice President of Finance and Accounting/Treasurer

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

By   
Name: John Cantalupo  
Title: VICE PRESIDENT

## Schedule A

**Labor Ready, Inc.  
Trademark Portfolio Report**

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status	Services	Ownership
United States	LABOR READY	035	74/109,969	10/29/1990	1,668,771	12/17/1991	Registered	Temporary employment agency services	Labor Ready, Inc.
	LABOR READY SET GO	035	75/763,392	07/29/1999	2,488,724	09/11/2001	Registered	Temporary employment agency services	Labor Ready, Inc.
	LRW	035	76/449,920	09/16/2002			Pending	Employment agency services, namely, providing temporary manual labor services	Labor Ready, Inc.
	LRW and Design	035	76/449,921	9/16/2002			Pending	Employment agency services, namely, providing temporary manual labor services	Labor Ready, Inc.
	LRW LABOR READY WORLDWIDE and Design	035	76/449,922	09/16/2002			Pending	Employment agency services, namely, providing temporary manual labor services	Labor Ready, Inc.
	SERVICE READY	035	75/821,643	10/13/1999	2,458,540	06/05/2001	Registered	Temporary employment agency services	Labor Ready, Inc.
	SERVICE READY (Stylized)	035	76/215,055	02/22/2001	2,608,223	08/13/2002	Registered	Temporary employment agency services	Labor Ready, Inc.
	SPARTAN STAFFING	035	76/326,848	10/16/2001	2,744,090	07/29/2003	Registered	Providing temporary labor services by furnishing or supplying individuals or group services of personnel as laborers, domestics and in semi-skilled and unskilled industrial occupations, excluding retail store clerks	Labor Ready, Inc.
	WHAT DO YOU NEED DONE?	035	75/929,503	02/28/2000	2,503,647	11/06/2001	Registered	Temporary employment agency services	Labor Ready, Inc.
	WORK TODAY CASH TODAY (Stylized)	036	75/367,719	10/03/1997	2,496,518	10/09/2001	Registered	Worker payment services by automatic teller machines	Labor Ready, Inc.
	WORK TODAY CASH TODAY	035	76/212,584	02/20/2001	2,538,108	02/12/2002	Registered	Temporary employment agency services	Labor Ready, Inc.
	WORK TODAY PAID TODAY	035	74/657,902	03/07/1995	1,951,591	01/23/1996	Registered	Temporary employment agency services	Labor Ready, Inc.