

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washington Inventory Service		01/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828535	WIS	
Registration Number:	2459361	IA INVENTORY AUDITORS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ilkka.perheentupa@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal Manges c/o Ilkka Perheentup		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0263		
NAME OF SUBMITTER:	Ilkka Perheentupa		
Signature:	/Ilkka Perheentupa/		
Date:	01/19/2007		

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REEL: 003465 FRAME: 0076

**Total Attachments: 6**

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**SECOND LIEN PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2007, by each of the entities listed on the signature pages hereof (or such entities that become a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below, each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

**RECITALS:**

A. Pursuant to the Note and Equity Purchase Agreement dated as of January 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among WIS Holding Company, Inc., a Delaware corporation ("Parent"), WIS Holdings Corp., Delaware corporation ("WIS"), Western Inventory Service, Inc., a Delaware corporation ("Western"), Washington Inventory Service, California corporation ("Washington"), WIS International, Inc., a Delaware corporation ("WIS International"), Labor Support International, Inc., a Delaware corporation ("Labor Support"), Service Support International, Inc., a Delaware corporation ("Service Support"), the Purchasers (as defined in the Purchase Agreement) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have agreed, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes thereunder; and

B. Each Grantor is party to that certain Second Lien Pledge and Security Agreement dated as of January 18, 2007, as amended by an Assumption Agreement dated the date hereof (the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers the Second Lien Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

**SECTION 1.DEFINED TERMS**

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Second Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Purchase Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

## SECTION 2. GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Senior Subordinated Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Patent and Trademark Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

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

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

(f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

## SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Second

Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4.GOVERNING LAW

4.1 THIS SECOND LIEN TRADEMARK AND PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

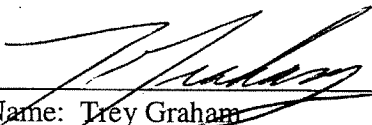
\* \* \*

*[Signatures Pages Follow]*

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

Very truly yours,

**WASHINGTON INVENTORY SERVICE**  
as Grantor

By   
Name: Trey Graham  
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as First Lien Agent

By: Robert Klein  
Name: Robert Klein  
Title: Senior Vice President

**SCHEDULE  
TO  
SECOND LIEN TRADEMARK AND PATENT SECURITY AGREEMENT  
INTELLECTUAL PROPERTY**

*Trademarks and Service Marks*

Washington Inventory Service owns the following U.S. trademarks:

- WIS (and Design). Reg. No 1,828,535. Design plus words (a logo). This is a service mark registered in Class 35 for inventory services.
- IA INVENTORY AUDITORS, INC (and Design). Reg. No. 2459361. Design plus words (a logo). This is a service mark registered in Class 35 for inventory auditing services provided for wholesale and retail businesses of all types.

*Trade Names*

The following are “unregistered” trade names.

- POWERPARTNERS
- SEL
- WIS MEXICO