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# 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             |
|----------------------------|----------|----------------|-------------------------|
| Personnel Management, Inc. |          | 04/15/2008     | CORPORATION: WASHINGTON |

#### **RECEIVING PARTY DATA**

| Name:             | Wells Fargo Bank, National Association, as Administrative Agent |  |  |
|-------------------|---|--|--|
| Street Address:   | 1201 Pacific Avenue   |  |  |
| Internal Address: | Third Floor   |  |  |
| City:             | Tacoma  |  |  |
| State/Country:    | WASHINGTON  |  |  |
| Postal Code:      | 98101   |  |  |
| Entity Type:      | National Banking Association: UNITED STATES                     |  |  |

#### PROPERTY NUMBERS Total: 4

| Property Type        | Number   | Word Mark  |
|----------------------|----------|--|
| Serial Number:       | 78911549 | PERSONNEL MANAGEMENT, INC.                                   |
| Registration Number: | 2381248  | PARTNER WITH THE BEST  |
| Registration Number: | 2393322  | PARTNER WITH THE BEST. BEST PEOPLE. BEST JOBS. BEST SERVICE. |
| Registration Number: | 1816103  | PMI  |

#### **CORRESPONDENCE DATA**

Fax Number: (206)359-9160

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 206-359-8160

Email: crachina@perkinscoie.com

Correspondent Name: Perkins Coie LLP/Attn Corina Rachina

Address Line 1: 1201 3rd Avenue

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 02941-0188

TRADEMARK

REEL: 003805 FRAME: 0532

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| NAME OF SUBMITTER:   | christopher daley watson     |
|--|------------------------------|
| Signature:   | /s/ christopher daley watson |
| Date:  | 06/27/2008                   |
| Total Attachments: 6 source=Grant1#page1.tif source=Grant1#page2.tif source=Grant1#page3.tif source=Grant1#page4.tif source=Grant1#page5.tif source=Grant1#page6.tif |                              |

TRADEMARK REEL: 003805 FRAME: 0533

# GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS

This Grant of Security Interest in Trademark and Copyright Rights (the "Agreement"), dated as of April 15, 2008, is made by PERSONNEL MANAGEMENT, INC., an Indiana corporation ("Obligor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent ("Agent") for the several banks and other financial institutions ("Lenders") parties to the Amended and Restated Credit Agreement, dated as of April 15, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TrueBlue, Inc., a Washington corporation ("Borrower"), Agent and Lenders,

#### WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, Obligor and certain other subsidiaries of Borrower have executed and delivered the Amended and Restated Guarantee and Collateral Agreement, dated as of April 15, 2008, in favor of 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, Obligor pledged and granted to Agent for the benefit of Agent and Lenders a continuing security interest in all Intellectual Property, including Trademarks and Copyrights; and

WHEREAS, 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 Lenders to make the Revolving Loans and other financial accommodations to Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of Agent and 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 in the Credit Agreement and the Guarantee and Collateral Agreement.

# 2. Grant of Security Interest

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

GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS 02941-0188/LEGAL14358361.1 0/9/08

continuance of an Event of Default assigns, transfers and conveys, the Trademarks and Copyrights (including, without limitation, those items listed on Schedule A attached hereto), to Agent for the benefit of Lenders to secure payment, performance and observance of the Obligations.

## 3. Purpose

This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. The security interest granted hereby has been granted to 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 Agent and Lenders thereunder) shall remain in full force and effect in accordance with its terms

## 4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of Lenders with respect to the security interest in the Trademarks and Copyrights 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 instrument.

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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.

PERSONNEL\_MANAGEMENT, INC.

Name: DERREY /4

Title: TREASURER

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

Name:

Title:\_\_\_\_

GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS 02941-0188/LEGAL14358361.1

| STATE OF WASHINGTON )  |   |
|--|---|
| COUNTY OF fierce ) ss.   |   |
| appeared Legel X. Infined, to n  of P  executed the within and foregoing instrume free and voluntary act and deed of said entite | , 2008, before me, the undersigned, a ngton, duly commissioned and sworn, personally ne known to be the person who signed as ersonnel Management, Inc., the corporation that nt, and acknowledged said instrument to be the try for the uses and purposes therein mentioned, qualified and acting as said officer of the entity, ament and that the seal affixed, if any, is the  |
| IN WITNESS WHEREOF I have he year first above written.   | Tamela Lambon   |
|  | (Signature of Notary)  Annela L. Gamboa   |
|  | (Print or stamp name of Notary)   |
|  | NOTARY PUBLIC in and for the State of Washington, residing at facoma  |
|  | My appointment expires: 4/9-//  |
|  | PARTICIONAL DESIGNATION OF THE STATE OF THE |

| STATE OF WASHINGTON ) ss.  COUNTY OF   |  |
|--|--|
| appeared Green J. United as the state of Washing association that executed the within said instrument to be the free and voluntary | , 2008, before me, the undersigned, a ington, duly commissioned and sworn, personally, to me known to be the person who signed Fargo Bank, National Association, the national n and foregoing instrument, and acknowledged act and deed of said national banking association d, and on oath stated that s/he was authorized to tional banking association. |
| IN WITNESS WHEREOF I have he year first above written.   | ereunto set my hand and official seal the day and  |
| DONO.  | (Signature of Notary)  What Made of Notary)  NOTARY PUBLIC in and for the State of Washington, residing at Managery William My appointment expires:  |

GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS 02941-0188/LEGAL14358361.1 6/9.08

# Schedule A

# PERSONNEL MANAGEMENT, INC. Trademark and Copyright Portfolio Report

| Trademark  | Owner                            | Regist./<br>[Serial Nn.] | Regist./<br>[Filing<br>Date] | Status   |
|--|----------------------------------|--------------------------|------------------------------|--|
| PERSONNNEL<br>MANAGEMENT,<br>INC.  | Personnel<br>Management,<br>Inc. | [78/911,549]             | [6/19/06]                    | Newly filed<br>application,<br>not yet<br>assigned to<br>examiner.         |
| PARTNER WITH<br>THE BEST   | Personnel<br>Management,<br>Inc. | 2,381,248                | 8/29/00                      | Section 8 and<br>15 affidavits<br>filed<br>5/18/2006.                      |
| PARTNER WITH<br>THE BEST.<br>BEST PEOPLE,<br>BEST JOBS.<br>BEST SERVICE. | Personnel<br>Management,<br>Inc. | 2,393,322                | 10/10/00                     | Section 8 and<br>15 affidavits<br>filed<br>5/18/2006.                      |
| PMI and Design   | PMI Holdings,<br>Inc.            | 1,816,103                | 1/11/94                      | First renewal<br>was granted<br>3/3/2004-next<br>renewal due<br>1/11/2014. |

| Copyright Title -                    | Claimant                   | Regist. No. | Regist./ Date |
|--------------------------------------|----------------------------|-------------|---------------|
| Proposal profile (questionnaire)     | Personnel Management, Inc. | TXn-956-959 | 9/25/00       |
| PMI employee handbook                | Personnel Management, Inc. | TXu-981-057 | 9/25/80       |
| PAH making businuss simple           | Personnel Management, Inc. | TXu-981-058 | 9/25/00       |
| PMI Services client service contract | Personnel Management, Inc. | TXu-981-059 | 9/25/00       |
| PMI client bandbook                  | Personnel Management, Inc. | TXu-981-060 | 9725/00       |
| PMI client service contract          | Personnel Management, Inc. | TXu-986-365 | 9/25/00       |

SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT RIGHTS 02941-0188/LEGAL14358361.1 6/9/08

**RECORDED: 06/27/2008** 

TRADEMARK REEL: 003805 FRAME: 0539