# OP \$165.00 77017191

# 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	
Labor Ready Holdings, Inc.		04/15/2008	CORPORATION:	

### **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:	98402				
Entity Type:	National Banking Association:				

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Serial Number:	77017191	DRIVERS ON-DEMAND		
Serial Number:	77017193	DRIVERS ON-DEMAND		
Serial Number:	78831546	VENUE READY		
Serial Number:	78831547	VENUE READY		
Serial Number:	78831548	VENUE READY		
Serial Number:	78831549	VENUE READY		

### **CORRESPONDENCE DATA**

900110294

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: Corina Rachina Address Line 1: 1201 3rd Avenue

Address Line 2: Suite 4800

Address Line 4: Seattle, WASHINGTON 98101

TRADEMARK

REEL: 003807 FRAME: 0033

ATTORNEY DOCKET NUMBER:	02941-0188
NAME OF SUBMITTER:	corina rachina
Signature:	/corina rachina/
Date:	07/01/2008
Total Attachments: 6 source=Grant2#page1.tif source=Grant2#page2.tif source=Grant2#page3.tif source=Grant2#page4.tif source=Grant2#page5.tif source=Grant2#page6.tif	

TRADEMARK REEL: 003807 FRAME: 0034

# GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Grant of Security Interest in Trademark Rights (the "Agreement"), dated as of April 15, 2008, is made by LABOR READY HOLDINGS, INC., a Nevada 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

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 RIGHTS 02941-0188/LEGAL14358361.1 679/08

PAGE 1

continuance of an Event of Default assigns, transfers and conveys, the Trademarks (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. 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 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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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS 02941-0188/LEGAL14358361.1 6/9/08

PAGE 2

TRADEMARK REEL: 003807 FRAME: 0036

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 HOLDINGS, INC.

Name: DERREK W. GARGORD

Title: VICE PRESIDENT, TREASURER

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

Title:\_\_

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS 02941-0188/LEGAL14358361.1 6/9/08

PAGE 3

STATE OF WASHINGTON )	
COUNTY OF fierce ) ss.	
On this / Hay of / Unle Notary Public in and for the Solve of Washingto appeared with a foregoing instrument, a free and voluntary act and deed of said entity fo and on oath stated that he was duly elected, qua that he was authorized to execute said instrument corporate seal of said entity.	Ready Holdings, Inc., the corporation that nd acknowledged said instrument to be the reference the uses and purposes therein mentioned, lifted and acting as said officer of the entity.
year first above written.	and and official seal the day and
(Si	gravure of Notary)
(Pr	int or stamp name of Notary)
of '	Washington, residing at ACOMA appointment expires: 1-9-//
	AND TARRESTITUTE OF THE STATE O

STATE OF WASHINGTON )					
COUNTY OF ACCOUNTY OF					
as Use fresident of Wells banking association that executed the within said instrument to be the free and voluntary	, 2008, before me, the undersigned, a ngton, duly commissioned and sworn, personally, to me known to be the person who signed Fargo Bank, National Association, the national and foregoing instrument, and acknowledged act and deed of said national banking association, and on oath stated that s/he was authorized to tonal banking association.				
IN WITNESS WHEREOF I have he year first above written.	reunto set my hand and official seal the day and				
Constitution of the second of	Wendy Dondlinger (Print or stamp name of Notary)				
Section of the sectio	NOTARY PUBLIC in and for the State of Washington, residing at Spanaway WA. My appointment expires:				

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS 02941-0188/LEGAL14358361.1 6/9/08

PAGE 5

# Schedule A

# LABOR READY HOLDINGS, INC. Trademark Portfolio Report

Country	Mark	Class	App. No.	App. Date	Reg. No,	Reg. Date	Status	Services	Curambio	
USA	MARKATAN PARA MARKATAN	000	7600 Lab Cald				514.13	GOTAIDES	Ownership	
oan	DRIVERS ON-DEMAND	039	77/017,191	10/9/2006			Pending	Vehicle-driving services	Labor Ready Holdings, Inc	
	DRIVERS ON-DEMAND	035	77/017,193	10/9/2008			Pending	Temporary employment agency services, employment agency services; employee recruiting and placement services	Labor Ready Holdings, Inc	
	VENUE READY	035	78/831,646	3/7/2006			Pending	Temporary employment agencies, employment hiring, recruiting, placement and staffing for others; business services, namely facilities management of and personal staffing for technical operations; event management services, namely, on site facilities management and personnel staffing for special events, sporting events, theaters, musical concerts, and community events and activities	Labor Ready Holdings, Inc.	
	VENUE READY	037	78/831,547	3/7/2006			Pending	Janitorial services; trash collection, namely refuse clean-up	Labor Ready Holdings, Inc.	
	VENUE READY	039	78/831,548	3/7/2006	•	- ,	Pending	Garbage collection, namely trash pickup	Labor Ready _Holdings,*Inc.	
	VENUE READY		TOIGON PAO		. ** * * *	** *	* : T			
	VENUE READ!	041	78/831,549	3///2006			Pending	Special event planning; providing will-call ticket services	Labor Ready Holdings, Inc.	
	DRIVERS ON-DEMAND	039	77/017,191	10/9/2006			Pending	Vehicle-driving services	Labor Ready Holdings, Inc.	
	DRIVERS ON-DEMAND	035	77/017,193	10/9/2006			Pending	Temporary employment agency services, employment agency services; employee recruiting and placement services	Labor Ready Holdings, Inc	
	VENUE READY	035	78/831,546	3/7/2006		I	Pending	Temporary employment agencies; employment hiring, recruiting, placement and staffing for others; business services, namely facilities management	Labor Ready Holdings, Inc.	

SCHEDULE A TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS  $92941\text{-}9188/\text{LEGAL}14358361.1}$  5/9/08

**RECORDED: 07/01/2008** 

TRADEMARK REEL: 003807 FRAME: 0040