

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 Resources, 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: 1			
Property Type	Number	Word Mark	
Serial Number:	77105649	PROJECT TRADES SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	02941-0188		
NAME OF SUBMITTER:	corina rachina		
Signature:	/corina rachina/		
Date:	07/01/2008		

OP \$40.00 77105649

Total Attachments: 6

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**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 CLP RESOURCES, INC., a Delaware 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 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.

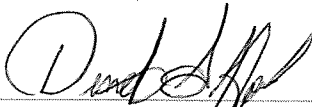
5. Counterparts

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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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 RESOURCES, INC.

By: 
Name: DEREK J. GAFFORD
Title: TREASURER

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

By: 
Name: GREGORY J. WRENN
Title: VICE PRESIDENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

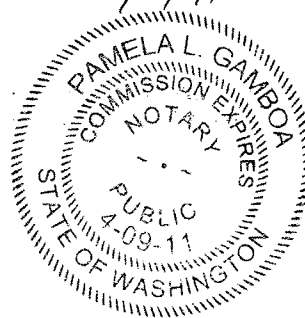
On this 17th day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carol L. Dafford, to me known to be the person who signed as EVP & CFO of CLP Resources, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the entity, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said entity.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Pamela L. Gamboa
(Signature of Notary)

PAMELA L. GAMBOA
(Print or stamp name of Notary)

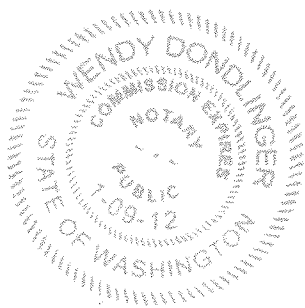
NOTARY PUBLIC in and for the State
of Washington, residing at Tacoma
My appointment expires: 4-9-11



STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 11 day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg J. Unruh, to me known to be the person who signed as Vice President of Wells Fargo Bank, National Association, the national banking association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of the national banking association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Wendy Dondlinger
(Signature of Notary)

Wendy Dondlinger
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Spanaway WA
My appointment expires: 7-09-12

Schedule A

CLP RESOURCES, INC.
Trademark Portfolio Report

Country	Mark	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status	Services	Ownership
U.S.	PROJECT TRADES SOLUTIONS	035	77/105,649	2/12/2007			Pending	Employment agency services; job placement services, namely, providing of skilled tradespersons and laborers to others on an as needed or temporary basis	CLP Resources, Inc.