

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTAFF SUPPORT, INC.		03/18/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BANK OF THE WEST
Street Address:	1036 State Street
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93102
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1855940	WESTAFF
Registration Number:	3250104	LEARNING TRAK
Registration Number:	2894771	MS. CARMEN COURTESY
Registration Number:	2693187	STAFF FOR BUSINESS JOBS FOR PEOPLE
Registration Number:	2763783	TALENT TRAK
Registration Number:	2726481	AUSA
Registration Number:	2878383	TIME TRAK
Registration Number:	2488458	WESTAFF
Registration Number:	1518233	WESTERN ACCOUNTING SERVICES
Registration Number:	1548592	WESTERN LEGAL SERVICES
Registration Number:	1487729	WESTERN MARKETING SERVICES
Registration Number:	3242482	WEST-TEK
Registration Number:	3381117	PROVIDING ESSENTIAL PEOPLE
Registration Number:	2357309	ON-LOCATION & ESSENTIAL

CH \$365.00 1855940

CORRESPONDENCE DATA

Fax Number: (949)720-0182

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

Email: trademark@buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Avenue, Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U5087-0001
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/spt/
Date:	04/22/2009

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 18, 2009 by WESTAFF SUPPORT, INC., a California corporation ("Grantor"), in favor of BANK OF THE WEST, in its capacity as collateral agent pursuant to the First Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Grantor is party to a First Lien Pledge and Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of Grantor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

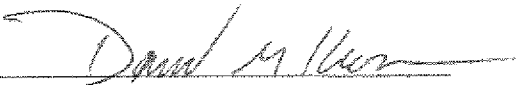
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTAFF SUPPORT, INC.,
as Grantor

By: 
Name: Jeff Ray Mitchell
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF THE WEST,
as Collateral Agent

By: 
Name: David G. Kronen
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER
Westaff Support, Inc.	WESTAFF	1,855,940
Westaff Support, Inc.	LEARNING TRAK	3,250,104
Westaff Support, Inc.	MS. CARMEN COURTESY	2,894,771
Westaff Support, Inc.	STAFF FOR BUSINESS JOBS FOR PEOPLE	2,693,187
Westaff Support, Inc.	TALENT TRAK	2,763,783
Westaff Support, Inc.	AUSA	2,726,481
Westaff Support, Inc.	TIME TRAK	2,878,383
Westaff Support, Inc.	WESTAFF (WAVE DESIGN)	2,488,458
Westaff Support, Inc.	WESTERN ACCOUNTING SERVICES	1,518,233
Westaff Support, Inc.	WESTERN LEGAL SERVICES	1,548,592
Westaff Support, Inc.	WESTERN MARKETING SERVICES	1,487,729
Westaff Support, Inc.	WEST-TEK (BLOCK LETTERS)	3,242,482
Westaff Support, Inc.	PROVIDING ESSENTIAL PEOPLE (BLOCK LETTERS)	3,381,117
Westaff Support, Inc.	ON-LOCATION & ESSENTIAL	2,357,309

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER