

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
WESTAFF SUPPORT, INC.		03/19/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BNP PARIBAS		
Street Address:	The Equitable Tower, 787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: FRANCE		
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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Application number(s) or registration number(s) and identification or description of the Trademark
continued:

1487729
3242482
3381117
2357309

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 19, 2009, by WESTAFF SUPPORT, INC., a California corporation ("Grantor"), in favor of BNP PARIBAS, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Grantor is party to a Second 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 Second 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. The 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 the 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 the 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

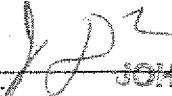
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Second Lien Trademark Security Agreement (Westaff Support, Inc.)

TRADEMARK
REEL: 003975 FRAME: 0043

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent

By: 
Name: JOHN D. EMERY
Title: Director
Loan and High Yield Capital Markets

By: 
Name: JOHN TREADWELL
Title: 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
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