

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WESTAFF, INC.		03/19/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP PARIBAS		
<b>Street Address:</b>	The Equitable Towe, 787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: FRANCE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77467271	WESTAFF PEOPLE	
<b>Registration Number:</b>	2313989	WESTAFF	
<b>Registration Number:</b>	1855940	WESTAFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@buchalter.com		
<b>Correspondent Name:</b>	Sandra P. Thompson		
<b>Address Line 1:</b>	18400 Von Karman Avenue, Suite 800		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	U5087-0001		
<b>NAME OF SUBMITTER:</b>	Sandra P. Thompson		
<b>Signature:</b>	/spt/		

CH \$90.00 77467271

Date:

04/22/2009

Total Attachments: 5

source=WestaffInc#page1.tif

source=WestaffInc#page2.tif

source=WestaffInc#page3.tif

source=WestaffInc#page4.tif

source=WestaffInc#page5.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of March 19, 2009, by WESTAFF, INC., a Delaware 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.

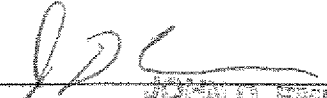
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTAFF, INC.,  
as Grantor

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

Accepted and Agreed:

**BNP PARIBAS,**  
as Collateral Agent

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

By:   
Name: JOHN READWELL  
Title: VICE PRESIDENT

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**Trademark Registrations:**

OWNER	TRADEMARK	REGISTRATION NUMBER
Westaff, Inc.	WESTAFF	2,313,989
Westaff, Inc.	WESTAFF	1,855,940

**Trademark Applications:**

OWNER	TRADEMARK	APPLICATION NUMBER
Westaff, Inc.	WESTAFF PEOPLe	77-467,271