

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CENTERLINE DRIVERS, LLC		09/30/2011	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
Name:	BANK OF AMERICA, N.A., as agent for Lender Group and Bank Product Providers		
Street Address:	400 4th Street		
Internal Address:	Mailcode: OR1-110-01-15		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97034		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3832727	CENTERLINE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(206)340-9599		
Email:	mfrench@grahamdunn.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Nicholas D. Drader, Graham & Dunn PC		
Address Line 1:	2801 Alaskan Way		
Address Line 2:	Pier 70 - Suite 300		
Address Line 4:	Seattle, WASHINGTON 98121		
ATTORNEY DOCKET NUMBER:	M43562-C01428		
NAME OF SUBMITTER:	Melanie L. French		
Signature:	/Melanie L. French/		

OP \$40.00 3832727

Date:

02/29/2012

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of September, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of September 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among TrueBlue, Inc., a Washington corporation; as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement dated as of September 30, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by-mail transmission shall be deemed an original signature hereto.

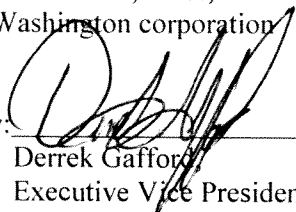
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

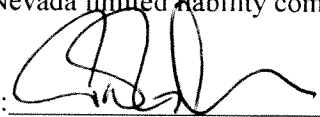
[signature page(s) follow]

IN WITNESS WHEREOF, each 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.

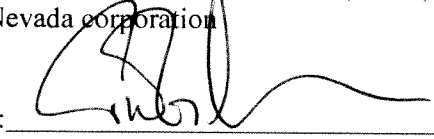
**TRUEBLUE, INC.,**  
a Washington corporation

By:   
Derrek Gafford  
Executive Vice President  
and Chief Financial Officer

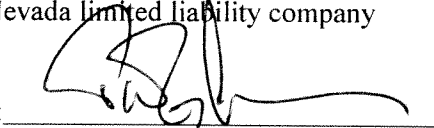
**CENTERLINE DRIVERS, LLC,**  
a Nevada limited liability company

By:   
Todd Gilman, Secretary


**LABOR READY HOLDINGS, INC.,**  
a Nevada corporation

By:   
Todd Gilman, Assistant Secretary

**PLANETECHS, LLC,**  
a Nevada limited liability company

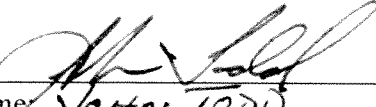
By:   
Todd Gilman, Secretary

**CLP RESOURCES, INC.,**  
a Delaware corporation

By:   
Todd Gilman, Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**BANK OF AMERICA, N.A., as agent**

By:   
Name: VAHAN TOROS  
Title: EVP

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>MARK Registration and/or Application No.</b>	<b>COUNTRY</b>	<b>OWNER /APPLICANT</b>	<b>DATE FILED</b>	<b>FIRST USE DATE</b>	<b>SERVICES</b>
LABOR READY Registration No. 1668771 Serial No. 74109969	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	10/29/1990	8/17/1990	IC 35: Temporary employment agency services
SPARTAN STAFFING Registration No. 2744090 Serial No 76326848	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	10/16/2011	1/1/1997	IC 35: Providing temporary labor services by furnishing or supplying individuals or group services of personnel as laborers, domestics, and in semi-skilled and unskilled industrial occupations, excluding retail store clerks
WORK TODAY CASH TODAY Registration No. 2538108 Serial No 76212584	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	2/20/2001	2/13/2001	IC 35: Temporary employment agency services
WORK TODAY PAID TODAY Registration No. 1951591 Serial No 74657902	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	3/7/1995	Sept. 1992	IC 35: Temporary employment agency services
TRUEBLUE Registration No. 3712450 Serial No. 77107135	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	2/14/2007	ITU	IC 39: Vehicle-driving services, namely, providing drivers for tractor trailers, semi-tractor trailers, and commercial trucks; garbage collection, namely, trash pickup
TRUEBLUE Registration No. 3718993 Serial No. 77107132	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	2/14/2007	ITU	IC 37: Janitorial services; trash collection, namely, refuse clean-up; cleaning of industrial premises
TRUEBLUE Registration No. 3436932 Application No. 77055682	USA	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	12/1/2006	12/18/2007	IC 35: Temporary employment agency services, employment agency services; employee recruiting and placement services
LABOR READY 642503	Australia	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States			35: Employment agency services including temporary employment agency services
LABOUR READY TMA504909	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	4/14/2007		Class 35: Temporary employment agency services



MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
OFFICE READY TMA529040	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	1/28/1998		35: Temporary employment agency services
WORK TODAY CASH TODAY TMA546769	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	11/9/1998		35: Worker payment services by automatic teller machines
WORK TODAY PAID TODAY TMA558213	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	3/2/2000		35: Temporary employment agency services
LABOUR READY 289672	New Zealand	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	3/12/1998		35: Temporary employment agency services
LABOUR READY 289672	New Zealand	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	3/12/1998		35: Employment agency and job placement services
TRUEBLUE 1349837	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		1- Temporary employment agency services, employment agency services; employee recruiting and placement services; 2 – Employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; 3 - Janitorial services; garbage collection, namely refuse clean-up; cleaning of industrial premises; 4 – Vehicle-driving services; garbage collection, namely trash pickup; 5 – Special event.
TRUEBLUE Registration No. 1079291	Mexico	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		35: Recruiting, placement and staffing for others; business services, namely industrial and commercial management assistance, namely venue, commercial property and physical plan facilities management
TRUEBLUE Registration No. 1050087	Mexico	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		41: Special event planning (understood as planning, management and direction of conferences, congresses, trade shows, sporting events, musical concerts and community events and activities); facilities

Schedule I - 2

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**TRADEMARK**  
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MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
					management for special events; providing will-call ticket services
TRUEBLUE Registration No. 858967	Mexico	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		35: Temporary employment agency services, employment agency services; employee recruiting and placement services
TRUEBLUE Registration No. 858965	Mexico	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		37: Janitorial services understood as services rendered by persons or organizations engaged in restoration, maintenance, and cleaning of the interior and exterior of buildings; refuse cleanup; cleaning of industrial premises; repair and maintenance of industrial equipment and machines
TRUEBLUE Registration No. 858957	Mexico	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/1/2007		39: Vehicle-driving services, garbage collection, namely, trash pickup
TRUEBLUE CTM 5960463	Community Trademark	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States			35: Temporary employment agency services, employment agency services; employee recruiting and placement services; 2 – Employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; providing support services for support services for sporting events, theaters, musical concerts and community events and activities in the form of facilities management and staffing  37: Janitorial services; trash collection, namely refuse

MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
					clean-up; cleaning of industrial premises; repair and maintenance of industrial equipment and machines 39: Vehicle-driving services, garbage collection, namely trash pickup 41: Special event planning; providing will-call ticket services
CENTERLINE Registration No. 3832727 Serial No. 77705060	USA	Centerline Drivers, LLC 1015 A Street Tacoma, WA 98401 United States	4/2/2009	ITU	35: Employment counseling and recruiting services, including providing temporary staff; temporary staffing services in the field of commercial truck driving
VENUE READY Registration No 3723858 Serial No. 78831547	USA	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016	3/7/2006	ITU	IC 37: Janitorial services; trash collection, namely refuse clean-up
VENUE READY Registration No. 3723857 Serial No. 78831546	USA	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016	3/7/2006	ITU	IC 35: 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
LABOUR READY	Community Trademark	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016			35 – Temporary employment agency services, employment agency services; employee recruiting and placement

MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
CTM 1625573					services; employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; providing support services for sporting events, theaters, musical concerts and community events and activities in the form of facilities management and staffing
LABOR READY  CTM 000613836	Community Trademark	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016			35 - Temporary employment agency services, employment agency services; employee recruiting and placement services; employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; providing support services for sporting events, theaters, musical concerts and community events and activities in the form of facilities management and staffing
LABOR READY / LABOUR READY  UK 1588148	UK	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016			35 - Temporary employment agency services, employment agency services; employee recruiting and placement services; employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; providing support services for sporting events, theaters, musical concerts and community events and activities in the form of facilities management and staffing
WORK TODAY CASH TODAY  (Stylized)  CTM 000980557	Community Trademark	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016			36 -

MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
WORK TODAY PAID TODAY  CTM 613828	Community Trademark	Labor Ready Holdings, Inc. P.O. Box 50401 Henderson, NV 89016			35 – Temporary employment agency services, employment agency services; employee recruiting and placement services; employment hiring, recruiting, placement and staffing for others; business services, namely facilities management and staffing; providing support services for sporting events, theaters, musical concerts and community events and activities in the form of facilities management and staffing
PLANETECHS (Stylized) Registration No. 2309050 Serial No. 75580670	USA	PlaneTechs, LLC 1015 A Street Tacoma, WA 98402	11/2/1998	Jan-97	IC 37: Aircraft maintenance services
AIRMATE Registration No. 1726103 Serial No. 74087802	USA	PlaneTechs, LLC 1015 A Street Tacoma, WA 98402	8/14/1990	Jul-90	IC 035: providing temporary employees to third parties
TransTechs Registration No. 3804390 Serial No. 77705068	USA	PlaneTechs, LLC 1015 A Street Tacoma, WA 98402	4/2/2009	8/5/2009	IC 35: Employment counseling and recruiting services, including providing temporary staff; temporary employment staffing services in the field of maintenance and repair of vehicles for others
TransTechs Registration No. 3804390 Serial No. 77705070	USA	PlaneTechs, LLC 1015 A Street Tacoma, WA 98402	4/2/2009	8/5/2009	IC 37: Vehicle repair and maintenance services
CLP SKILLED TRADES SOLUTIONS (and Design) Registration No. 3004944 Serial No. 78260637	USA	CLP Resources, Inc. 10539 Professional Circle, Suite 200 Reno, NV 89521	6/10/2003	8/4/2005	IC 35: employment agency services
PROJECT TRADES SOLUTIONS Registration No. 3570372	USA	CLP Resources, Inc. 10539 Professional Circle, Suite 200	2/12/2007	1/1/2007	IC 35: Employment agency services; job placement services, namely, providing of skilled tradespersons and

MARK Registration and/or Application No.	COUNTRY	OWNER /APPLICANT	DATE FILED	FIRST USE DATE	SERVICES
Serial No. 77105649		Reno, NV 89521			laborers to others on an as-needed or temporary basis
CLP Registration No. 2313739 Serial No. 75569139	USA	CLP Holdings, Inc. 10539 Professional Circle, Suite 200 Reno, NV 89521	10/13/1998	Dec-91	IC 35: Job placement services, namely, providing of skilled tradespersons to others on an as needed or temporary basis
CLP SKILLED TRADES SOLUTIONS (esign)  Registration No. TMA673,341	Canada	CLP Resources, Inc. 10539 Professional Circle, Suite 200 Reno, NV 89521	5-Sep-03		Employment agency services
CENTERLINE App. No. 1,486,736	Canada	Centerline Drivers, LLC 1015 A Street Tacoma, WA 98401 United States	6/28/2010		Employment counseling and recruiting services; employment agency services, namely, filling the temporary staffing, needs of businesses in the field of commercial truck driving.
SPARTAN STAFFING App. No. 1,486,734	Canada	TrueBlue, Inc. 1015 A Street Tacoma, WA 98401 United States	6/28/2010		Providing temporary labor services by furnishing or supplying individuals or group services of personnel as laborers, domestics, and in semi-skilled and unskilled industrial occupations, excluding retail store clerks.
PLANETECHS (& design) App. No. 1,487,117	Canada	PlaneTechs, LLC 1015 A Street Tacoma, WA 98401 United States	6/30/2010		Human resources services, namely, facilitating temporary, employment opportunities for others, employment training services, operation of a website in the field of human resources, employment and relating to same; information services, namely, providing information to prospective job candidates and/or potential employers and industry representatives; employment hiring, recruiting, placement and staffing for others