

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mac-Gray Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 1/10/05

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal
Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41).....

\$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

90-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrea Conis

Name of Person Signing

Andrea Conis

Signature

2/2/05

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule II

A.I. Trademarks

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Mac-Gray Services, Inc.	MICRO FRIDGE	04/15/2003	2,708,125
Mac-Gray Services, Inc.	LIFE JUST GOT EASIER	11/02/1999	2,290,643
Mac-Gray Services, Inc.	MAC GRAY (and Design)	04/09/2002	2,557,535
Mac-Gray Services, Inc.	MAC-GRAY	04/09/2002	2,557,536
Mac-Gray Services, Inc.	SMARTRAC	09/26/1995	1,921,783

A.II. Trademark Applications

<u>Registered Owner</u>	<u>Trademark</u>	<u>Date Filed</u>	<u>Application Number</u>
Mac-Gray Services, Inc.	COPICO (and Design)	07/23/2004	76/603,797
Mac-Gray Services, Inc.	INTELLIGENT LAUNDRY SOLUTIONS	03/24/2004	76/582,578
Mac-Gray Services, Inc.	LAUNDRYVIEW (Stylized)	10/20/2003	76/556,801
Mac-Gray Services, Inc.	PRECISIONWASH (Block Letters)	06/02/2004	76/595,038

TRADEMARK COLLATERAL AGREEMENT, dated as of January 10, 2005, among MAC-GRAY CORPORATION (the "Parent Borrower"), MAC-GRAY SERVICES, INC. ("Services"), INTIRION CORPORATION (together with the Parent Borrower and Services, the "Borrowers"), the subsidiaries of the Borrowers listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 10, 2005 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrowers, the Lenders party thereto (the "Lenders") and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of January 10, 2005 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")), among the Borrowers, the Lenders and JPMorgan Chase Bank, N.A., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II,

(b) all goodwill associated therewith or symbolized thereby, and

(c) all trademark and service mark assets, rights and interests that uniquely reflect or embody goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAC-GRAY CORPORATION,

By James McDonald

Name:

Title:

MAC-GRAY SERVICES, INC.,

By Stewart McDonald

Name:

Title:

INTIRION CORPORATION,

by Stewart MacDermid

Name:

Title:

JPMORGAN CHASE BANK, N.A., AS
COLLATERAL AGENT,

by



Name: **A. NEIL SWEENEY**
Title: **VICE PRESIDENT**

Schedule I

<u>Subsidiary Parties</u>

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