

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citizens Bank Of Massachusetts		01/07/2005	Trust Company: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Mac-Gray Services, Inc.
<b>Street Address:</b>	22 Water Street
<b>City:</b>	Cambridge
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02141
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2708125	MICRO FRIDGE
Registration Number:	2557536	MAC-GRAY
Registration Number:	2557535	MAC GRAY
Registration Number:	2290643	LIFE JUST GOT EASIER
Registration Number:	1921783	SMARTRAC

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.570.1292  
 Email: mrovner@goodwinprocter.com  
 Correspondent Name: Miriam J. Rovner, Senior Paralegal  
 Address Line 1: Exchange Place, 53 State Street  
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CH \$140.00 2708125

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/Miriam J. Rovner/
Date:	01/25/2005
<b>Total Attachments: 3</b> source=Termination and Release of Security Interest in Trademarks#page1.tif source=Termination and Release of Security Interest in Trademarks#page2.tif source=Termination and Release of Security Interest in Trademarks#page3.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 1<sup>st</sup> day of January 2005 (the "Release Date") by CITIZENS BANK OF MASSACHUSETTS, as Agent for the lenders from time to time party to the Credit Agreement described below ("Secured Party"), for the benefit of MAC-GRAY SERVICES, INC., a Delaware corporation ("Debtor").

WHEREAS, Debtor has entered into that certain Revolving Credit and Term Loan Agreement dated as of June 24, 2003 with Secured Party and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, Debtor entered into a Patent and Trademark Security Agreement, dated as of June 24, 2003 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including but not limited to all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Trademarks.

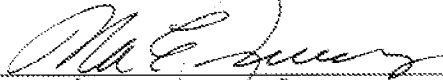
NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that the cost and expense of such documents and actions shall be borne solely by Debtor.
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.
5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**CITIZENS BANK OF MASSACHUSETTS**

By:   
Name: Nathaniel Pusey  
Title: SVP

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**EXHIBIT A**

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
MICRO FRIDGE	2,708,125	April 15, 2003
MAC-GRAY	2,557,536	April 9, 2002
MAC GRAY (and Design)	2,557,535	April 9, 2002
LIFE JUST GOT EASIER	2,290,643	November 2, 1999
SMARTRAC	1,921,783	September 26, 1995

**CANCELLED REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
THE FUTURE OF MANAGED LAUNDRY SYSTEMS	2,057,072	April 29, 1997
AMV AMERIVEND	1,995,184	August 20, 1996

**ABANDONED APPLICATIONS**

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>
SAFE PLUG	76/460,532	October 8, 2002
SUPERCYCLE	76/460,531	October 8, 2002
LEASE RELEASE	75/866,207	December 7, 1999
INTELLIPASS	75/524,354	July 24, 1998