

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAC-GRAY Services, Inc.		01/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, Cayman Islands Branch
Street Address:	60 Wall Street. 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2557535	MAC GRAY
Registration Number:	3438319	INTELLIGENT LAUNDRY
Registration Number:	3051377	LAUNDRYVIEW
Registration Number:	2290643	LIFE JUST GOT EASIER
Registration Number:	3764735	CHANGE POINT
Registration Number:	3764741	CHANGE POINT
Registration Number:	3979409	THE CAMPUS CLOTHES LINE
Registration Number:	3942938	THE LAUNDRY ROOM EXPERTS
Registration Number:	3989850	DIGITAL LAUNDRY IS HERE.
Serial Number:	86026387	BIZZY BEEZ LAUNDROMAT
Serial Number:	86057871	
Serial Number:	86057897	BIZZY BEEZ LAUNDROMAT

CORRESPONDENCE DATA

OP \$315.00 2557535

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka, Legal Assistant
Signature:	/Marina Kelly Thomson Reuters/
Date:	01/14/2014

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Deutsche Bank AG Cayman Islands Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of May 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted 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**”):

(i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the U.S. federal registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; provided, that the Trademark Collateral shall not include any Excluded Assets,

(ii) general intangibles of a like nature,

(iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Agreement or as required pursuant to Section 6.11 of the Security Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY

CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

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

MAC-GRAY SERVICES, INC.

By: 

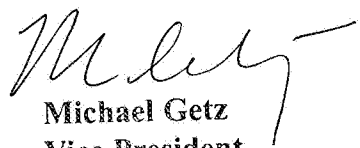
Name: Bob Doyle

Title: Chief Executive Officer

DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH,

AS ADMINISTRATIVE AGENT

By: 
Name: **Dusan Lazarov**
Title: **Director**


Michael Getz
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Serial #</u>	<u>Date Filed</u>	<u>Registration #</u>	<u>Date Issued</u>	<u>Next Action Deadline (Renewal/Declaration of Continued Use)</u>
Mac-Gray	75376602	10/21/1997	2557535	4/9/2002	4/9/2022
Intelligent Laundry	78934802	07/21/2006	3438319	5/27/2008	5/27/2014
LaundryView	76556801	10/20/2003	3051377	1/24/2006	1/24/2016
Life Just Got Easier	75978757	05/08/1997	2290643	11/2/1999	11/2/2019
Change Point (name)	77618826	11/20/2008	3764735	3/23/10	3/23/2016
Change Point (logo)	77619392	11/21/2008	3764741	3/23/10	3/23/2016
The Campus Clothes Line	85038909	05/14/2010	3979409	6/14/2011	6/14/2017
The Laundry Room Experts	77959761	03/16/2010	3942938	4/12/2011	4/12/2017
Digital laundry is here.	85190265	12/03/2010	3989850	7/5/11	7/5/2017
Bizzy Beez Laundromat	86026387	8/01/2013 Pending ITU			11/1/2013

Bizzy Beez logo	86057871	9/06/2013 Pending ITU			11/1/2013
Bizzy Beez Laundromat logo and name	86057897	9/06/2013 Pending ITU			11/1/2013
WEB INTELLIGENT LAUNDRY SYSTEMS			586915 Louisiana State Reg.	9/27/2005	
WEB INTELLIGENT LAUNDRY SYSTEMS			2005-000491898 Wyoming State Reg.	9/25/2005	
WEB LAUNDRY COMPANY			2005-000486300 Wyoming State Reg.	9/20/2005	