

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	01/20/2006		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Lundermac Co., Inc.		01/20/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Mac-Gray Services, Inc.		
Street Address:	404 Wyman Street, Suite 400		
Internal Address:	Attn: Mr. Michael J. Shea		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2111292	LUNDERCARD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner, Senior Paralegal		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	055225-162293 (1703-380)		
NAME OF SUBMITTER:	Miriam J. Rovner		

CH \$40.00 2111292

Signature:

/mjr/

Date:

01/26/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

January 20, 2006

**WHEREAS**, LUNDERMAC CO., INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principal place of business at 62 Walnut Street, Dedham, MA 02060 ("Assignor") has adopted and used the trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (the "Marks") is using and is the owner of the registrations of such Marks; and

**WHEREAS**, MAC-GRAY SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware and having a place of business at 404 Wyman Street, Suite 400, Waltham, MA 02451 ("Assignee"), is desirous of acquiring said Marks and the registrations thereof and all goodwill pertaining thereto; and

**WHEREAS**, the Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January 20, 2006 (the "Purchase Agreement") pursuant to which, among other things, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, among other things, the Marks.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Marks together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.

2. Assignor shall make no further use of the Marks on or in connection with any goods or services, nor shall Assignor challenge Assignee's use of the Marks after the date of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives on the date first set forth above.

**ASSIGNOR:**

LUNDERMAC CO., INC.

By: Joseph S. Shapiro  
Name: Joseph S. Shapiro  
Title: President

**ASSIGNEE:**

MAC-GRAY SERVICES, INC.

By: \_\_\_\_\_  
Name: Michael J. Shea  
Title: Executive Vice President and Chief  
Financial Officer

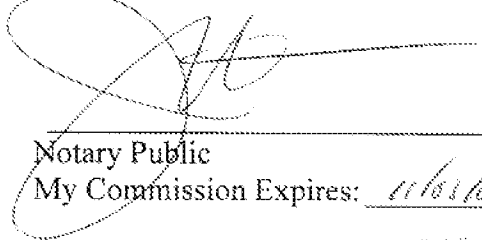
Commonwealth of Massachusetts )

) SS.

COUNTY OF Worcester )

On this 20 day of January, 2006, before me personally appeared Jessie Shapiro to me personally known, who, being by me duly sworn, did say that (s)he is the President of Lundermac Co., Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Jessie Shapiro acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Notary Public

My Commission Expires: 11/09/06

Jonathan M. Shapiro, Notary Public  
My Commission Expires November 9, 2006

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives on the date first set forth above.

**ASSIGNOR:**

LUNDERMAC CO., INC.

By: \_\_\_\_\_  
Name: Joseph S. Shapiro  
Title: President

**ASSIGNEE:**

MAC-GRAY SERVICES, INC.

By: Michael J. Shea  
Name: Michael J. Shea  
Title: Executive Vice President and Chief  
Financial Officer

Exhibit A

Trademark Assignment

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
LunderCard	2111292	11/04/1997	75/078206