

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMCOR Group, Inc.		10/14/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2563476	
Registration Number:	2940330	EFS
Registration Number:	2562923	EMCOR
Registration Number:	2575099	EMCOR SERVICE
Registration Number:	2751080	FACILITIES EDGE
Registration Number:	2753922	FE
Registration Number:	2648390	KNOWLEDGE IN ACTION
Serial Number:	78704379	EMCOR. TAKING KIDSAFETY TO THE STREET
Serial Number:	76296634	FACILITIES SERVICES TO THE POWER OF E
Serial Number:	76297043	THE POWER OF E

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430

CH \$265.00 2563476

Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1480276
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/08/2005

Total Attachments: 7
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TRADEMARK COLLATERAL AGREEMENT

This 14th day of October, 2005, EMCOR Group, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 301 Merritt Seven, Norwalk, Connecticut 06851, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., as agent, a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

EMCOR GROUP, INC

By 

Its Chairman & Chief Executive Officer

Frank T. MacInnis

(Type or Print Name)

HARRIS N.A.

By _____

Its _____

(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

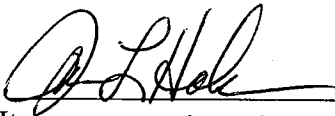
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

EMCOR GROUP, INC.

By _____
Its _____

(Type or Print Name)

HARRIS N.A.

By  _____
Its Joann L. Holman
Director

(Type or Print Name)

STATE OF Connecticut)
) SS Norwalk
COUNTY OF Fairfield)

I, Marianne B. Sileo a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank T. MacInnis, Chairman and CEO of EMCOR Group, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman and CEO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of October, 2005.

(NOTARIAL SEAL)

Marianne B. Sileo
Notary Public

My Commission Expires:

Marianne B. Sileo
(Type or Print Name)

November 30, 2006

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Design	2,563,476	4/23/2002
EFS	2,940,330	4/12/2005
EMCOR & Design	2,562,923	4/23/2002
EMCOR SERVICE	2,575,099	6/ 4/2002
FACILITIES EDGE	2,751,080	8/12/2003
FE (stylized)	2,753,922	8/19/2003
KNOWLEDGE IN ACTION	2,648,390	11/12/2002

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	FILED
EMCOR. TAKING KIDSAFETY TO THE STREET	78/704,379	8/31/2005
FACILITIES SERVICES TO THE POWER OF E	76/296,634	8/ 8/2001
THE POWER OF E	76/297,043	8/ 8/2001

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	COUNTRY	APP. NO.	STATUS	FILED	REG. NO.	REGISTERED
Diamond Design	CANADA	1,227,886	PENDING	8/20/2004		
EMCOR	CANADA	1,227,764	PENDING	8/20/2004		
EFS	EUROPEAN UNION (CTM)	002348464	REGISTERED	8/22/2001	002348464	6/10/2003
EFS - FACILITIES	EUROPEAN UNION (CTM)	002349108	REGISTERED	8/22/2001	002349108	7/29/2003
FACILITIES EDGE	EUROPEAN UNION (CTM)	002361426	REGISTERED	9/ 3/2001	002361426	7/29/2003

TRADEMARK	COUNTRY	APP. NO.	STATUS	FILED	REG. NO.	REGISTERED
FACILITIES SERVICES TO THE POWER OF E	EUROPEAN UNION (CTM)	002347367	REGISTERED	8/22/2001	002347367	7/29/2003
FE (stylized)	EUROPEAN UNION (CTM)	002348597	REGISTERED	8/22/2001	002348597	7/29/2003
KNOWLEDGE IN ACTION	EUROPEAN UNION (CTM)	002302230	REGISTERED	7/16/2001	002302230	12/15/2003
THE POWER OF E	EUROPEAN UNION (CTM)	002347656	REGISTERED	8/22/2001	002347656	7/29/2003
KNOWLEDGE IN ACTION	OMAN	25925	PENDING	7/17/2001		
KNOWLEDGE IN ACTION	OMAN	25924	PENDING	7/17/2001		
Design	SOUTH AFRICA	2001/12319	PENDING	7/17/2001		
Design	SOUTH AFRICA	2001/12318	PENDING	7/17/2001		
EFS	SOUTH AFRICA	2001/13770	PENDING	8/10/2001		
EFS - FACILITIES	SOUTH AFRICA	2001/13772	PENDING	8/10/2001		
EFS - FACILITIES	SOUTH AFRICA	2001/13771	PENDING	8/10/2001		
FACILITIES EDGE	SOUTH AFRICA	2001/14991	PENDING	8/29/2001		
FACILITIES EDGE	SOUTH AFRICA	2001/14992	PENDING	8/29/2001		
FACILITIES EDGE	SOUTH AFRICA	2001/14993	PENDING	8/29/2001		
FACILITIES SERVICES TO THE POWER OF E	SOUTH AFRICA	2001/13774	PENDING	8/10/2001		
FE (stylized)	SOUTH AFRICA	2001/14231	PENDING	8/17/2001		
KNOWLEDGE IN ACTION	SOUTH AFRICA	2001/12275	PENDING	7/16/2001		
THE POWER OF E	SOUTH AFRICA	2001/13773	PENDING	8/10/2001		
EFS - FACILITIES	UNITED ARAB EMR	44911	REGISTERED	10/30/2001	35128	12/14/2002
FACILITIES EDGE	UNITED ARAB EMR	44904	REGISTERED	10/30/2001	35083	12/10/2002
EFS	UNITED KINGDOM	2278738	REGISTERED	8/23/2001	2278738	8/23/2001
EFS - FACILITIES	UNITED KINGDOM	2278740	REGISTERED	8/23/2001	2278740	8/23/2001
FACILITIES SERVICES TO THE POWER OF E	UNITED KINGDOM	2278742	REGISTERED	8/23/2001	2278742	8/23/2001
FE (stylized)	UNITED KINGDOM	2278750	REGISTERED	8/23/2001	2278750	8/23/2001
THE POWER OF E	UNITED KINGDOM	2278743	REGISTERED	8/23/2001	2278743	8/23/2001

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.