

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CES Facilities Management Services, Inc.		09/19/2007	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harris N.A., as Collateral Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2583464	CES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1667880		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		
<b>Signature:</b>	/richard kalwa/		

CH \$40.00 2583464

Date:

09/20/2007

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This 19th day of September, 2007, CES Facilities Management Services, Inc., a Maryland corporation ("*Debtor*") with its principal place of business and mailing address at 320 23rd Street South, Suite 100, Arlington, Virginia 22202, 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., a national banking association, as collateral agent, 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 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) 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, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of EMCOR Group, Inc. and certain of its subsidiaries as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith between Debtor, certain of its affiliates and Secured Party (such Second Amended and Restated Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as 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 and trademark applications 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.

CES FACILITIES MANAGEMENT SERVICES, INC.

By   
Name R. Kevin Matz  
Title Vice President

HARRIS N.A., as Collateral Agent

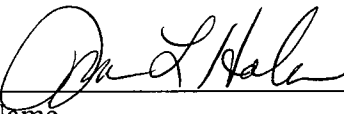
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

CES FACILITIES MANAGEMENT SERVICES, INC.

By \_\_\_\_\_  
Name R. Kevin Matz  
Title Vice President

HARRIS N.A., as Collateral Agent

By  \_\_\_\_\_  
Name \_\_\_\_\_  
Title Joann Holman  
Managing Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>APP. NO.</b>	<b>FILED</b>	<b>REG. NO.</b>	<b>REGISTERED</b>
CES	UNITED STATES	REGISTERED	76,087,071	7/11/2000	2,583,464	6/18/2002