

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMCOR Group, Inc.		09/19/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., as Collateral Agent
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
Serial Number:	77027226	BE THERE FOR LIFE
Registration Number:	2563476	
Registration Number:	2940330	EFS
Registration Number:	2562923	EMCOR
Registration Number:	2575099	EMCOR SERVICE
Registration Number:	3202939	EMCOR. TAKING KIDSAFETY TO THE STREET
Registration Number:	2751080	FACILITIES EDGE
Serial Number:	76296634	FACILITIES SERVICES TO THE POWER OF E
Registration Number:	2753922	FE
Registration Number:	2648390	KNOWLEDGE IN ACTION

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 77027226

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:

1667880

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

09/20/2007

Total Attachments: 4

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## TRADEMARK COLLATERAL AGREEMENT

This 19th day of September, 2007, 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., 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;

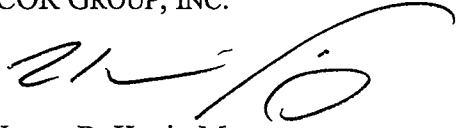
to secure performance of all Obligations of EMCOR Group, Inc. and certain of its subsidiaries as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith between Debtor, certain of its subsidiaries and Secured Party (such Second Amended and Restated Security Agreement, 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.

EMCOR GROUP, INC.

By 

Name: R. Kevin Matz

Title: Senior Vice President-Shared Services

HARRIS N.A., as Collateral Agent

By

Name \_\_\_\_\_

Title \_\_\_\_\_

**TRADEMARK**

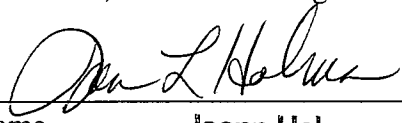
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IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

EMCOR GROUP, INC.

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

HARRIS N.A., as Collateral Agent

By  \_\_\_\_\_  
Name **Joann Holman**  
Title **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>
Be There For Life	UNITED STATES	PENDING	77/027,226	10/23/2006		
Diamond Design	UNITED STATES	REGISTERED	76/197,550	1/19/2001	2,563,476	4/23/2002
EFS	UNITED STATES	REGISTERED	76/123,985	9/ 7/2000	2,940,330	4/12/2005
EMCOR & Design	UNITED STATES	REGISTERED	75/895,899	1/12/2000	2,562,923	4/23/2002
EMCOR SERVICE	UNITED STATES	REGISTERED	75/895,801	1/12/2000	2,575,099	6/ 4/2002
EMCOR. TAKING KIDSAFETY TO THE STREET	UNITED STATES	REGISTERED	78/704,379	8/31/2005	3,202,939	1/23/2007
FACILITIES EDGE	UNITED STATES	REGISTERED	76/308,780	9/ 4/2001	2,751,080	8/12/2003
FACILITIES SERVICES TO THE POWER OF E	UNITED STATES	PENDING	76/296,634	8/ 8/2001		
FE (stylized)	UNITED STATES	REGISTERED	76/297,396	8/ 8/2001	2,753,922	8/19/2003
KNOWLEDGE IN ACTION	UNITED STATES	REGISTERED	76/197,324	1/19/2001	2,648,390	11/12/2002