

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet 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 |
| Shambaugh & Son, L.P. | | 11/21/2011 | LIMITED PARTNERSHIP: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Collateral Agent | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1620403 | SHAMBAUGH & SON | |
| Registration Number: | 1764889 | S&S SHAMBAUGH & SON, INC. CONTRACTORS - ENGINEERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)803-5299 | | |
| Phone: | (312) 845-3430 | | |
| Email: | kalwa@chapman.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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: | 1921592 | | |
| NAME OF SUBMITTER: | Richard Kalwa | | |

TRADEMARK

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| Signature: | /richard kalwa/ |
| Date: | 11/23/2011 |
| Total Attachments: 4 source=3110115.B#page1.tif source=3110115.B#page2.tif source=3110115.B#page3.tif source=3110115.B#page4.tif | |

TRADEMARK COLLATERAL AGREEMENT

This 21st day of November, 2011, Shambaugh & Son, L.P., a Texas limited partnership ("*Debtor*") with its principal place of business and mailing address at 7614 Opportunity Drive, Fort Wayne, IN 46825, 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 Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, 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. ("*EMCOR*") and certain of its subsidiaries as set out in that certain Third Amended and Restated Security Agreement dated as of February 4, 2010 among EMCOR, certain of its affiliates, Debtor and Secured Party (such Third Amended and Restated Security Agreement, as the same has been or may be amended, modified, supplemented 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.

SHAMBAUGH & SON, L.P.

By 

Name

R. Kevin Matz

Title

Vice President

BANK OF MONTREAL, as Collateral Agent

By _____

Name _____

Title _____

TRADEMARK

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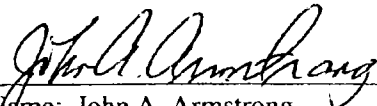
trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

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

SHAMBAUGH & SON, L.P.

By _____
Name _____
Title _____

BANK OF MONTREAL, as Collateral Agent

By  _____
Name: John A. Armstrong
Title: Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

| TRADEMARK | COUNTRY | STATUS | APP. NO. | FILED | REG. NO. | REGISTERED |
|-----------------|---------------|------------|------------|-----------|-----------|------------|
| SHAMBAUGH & SON | UNITED STATES | REGISTERED | 74/008,761 | 12/7/1989 | 1,620,403 | 10/30/1990 |
| S&S & Design | UNITED STATES | REGISTERED | 74/008,677 | 12/7/1989 | 1,764,889 | 4/13/1993 |