

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	SECURITY INTEREST																																	
CONVEYING PARTY DATA																																		
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CORRESPONDENCE DATA																																		
Fax Number:	(312)803-5299																																	
Phone:	(312) 845-3430																																	
Email:	kalwa@chapman.com																																	

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TRADEMARK
REEL: 004665 FRAME: 0907

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	11/23/2011
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TRADEMARK COLLATERAL AGREEMENT

This 21st day of November, 2011, 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 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 Debtor and certain of its subsidiaries as set out in that certain Third Amended and Restated Security Agreement dated as of February 4, 2010 among Debtor, certain of its subsidiaries 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*").

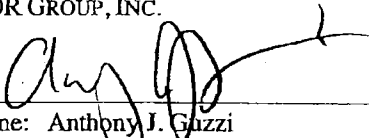
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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.

EMCOR GROUP, INC.

By


Name: Anthony J. Gazzi

Title: President and Chief Executive Officer

BANK OF MONTREAL, as Collateral Agent

By

Name

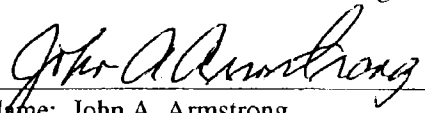
Title

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

EMCOR GROUP, INC.

By _____
Name: Anthony J. Guzzi
Title: President and Chief Executive Officer

BANK OF MONTREAL, as Collateral Agent

By  _____
Name: John A. Armstrong
Title: Director

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REGISTERED
UNITED STATES	EMCOR360	REGISTERED	77/344,861	12/ 5/2007	3,625,320	5/26/2009
UNITED STATES	Design (Diamond)	REGISTERED	77/422,340	3/14/2008	3,915,427	2/ 8/2011
UNITED STATES	EMCOR	REGISTERED	77/817,636	9/ 1/2009	3,830,710	8/10/2010
UNITED STATES	BE THERE FOR LIFE	REGISTERED	77/365,755	1/ 7/2008	3,673,820	8/25/2009
UNITED STATES	EMCOR TOUCHING LIVES PROGRAM & Design	REGISTERED	77/327,945	11/13/2007	3,498,250	9/ 9/2008
UNITED STATES	EMCOR CUSTOMER SOLUTIONS CENTER	REGISTERED	77/817,724	9/ 1/2009	3,830,711	8/10/2010
UNITED STATES	EMCOR SERVICES	REGISTERED	77/802,146	8/11/2009	3,783,783	5/ 4/2010
UNITED STATES	EMCOR SERVICES	REGISTERED	77/423,776	3/17/2008	3,709,555	11/10/2009
UNITED STATES	EMCOR SERVICES	REGISTERED	77/422,414	3/14/2008	3,691,107	10/ 6/2009
UNITED STATES	EMCOR & Design	REGISTERED	77/422,212	3/14/2008	3,812,488	7/ 6/2010