

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
USM, Inc.		11/21/2011	CORPORATION: PENNSYLVANIA

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: 11

Property Type	Number	Word Mark
Registration Number:	3125372	US MAINTENANCE
Registration Number:	1630278	TOWER CLEANING SYSTEMS
Serial Number:	85278866	TOWER CLEANING SYSTEMS
Registration Number:	3396779	NETWORK ELECTRICAL SERVICES
Registration Number:	3318135	DAYSTAR USM
Registration Number:	3054095	DAYSTAR USA
Registration Number:	3039292	US MAINTENANCE
Registration Number:	3039291	US MAINTENANCE
Serial Number:	85138068	USM
Registration Number:	1807863	TOWER
Registration Number:	3000130	US MAINTENANCE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
 Phone: (312) 845-3430

900208445

**TRADEMARK
 REEL: 004670 FRAME: 0379**

CH \$290.00 3125372

Email: kalwa@chapman.com

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
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/02/2011

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 21st day of November, 2011, USM, Inc., a Pennsylvania corporation ("*Debtor*") with its principal place of business and mailing address at 1880 Markley Street, Norristown, Pennsylvania 19401, 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;

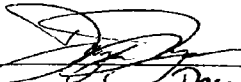
to secure performance of all Obligations of EMCOR Group, Inc. ("*EMCOR*") and certain of its subsidiaries as set out in that certain Third Amended and Restated Security Agreement dated as of February 4, 2010 among EMCOR, certain of its affiliates and Secured Party (such Third Amended and Restated Security 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.

USM, INC.

By 
Name Doug Myers
Title Vice President

BANK OF MONTREAL, as Collateral Agent

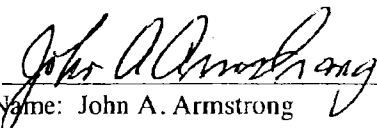
By _____
Name _____
Title _____

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

USM, INC.

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

COUNTRY	TRADEMARK	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REGISTERED
UNITED STATES	US MAINTENANCE	REGISTERED	76/596,719	6/9/2004	3,125,372	8/8/2006
UNITED STATES	TOWER CLEANING SYSTEMS	REGISTERED	74/003,821	11/20/1989	1,630,278	1/1/1991
UNITED STATES	TOWER CLEANING SYSTEMS	PENDING	85/278,866	3/28/2011		
UNITED STATES	NETWORK ELECTRICAL SERVICES	REGISTERED	78/843,292	3/22/2006	3,396,779	3/11/2008
UNITED STATES	DAYSTAR USM	REGISTERED	78/936,119	7/24/2006	3,318,135	10/23/2007
UNITED STATES	DAYSTAR USA	REGISTERED	78/528,732	12/7/2004	3,054,095	1/31/2006
UNITED STATES	US MAINTENANCE & Design	REGISTERED	76/596,720	6/9/2004	3,039,292	1/10/2006
UNITED STATES	US MAINTENANCE	REGISTERED	76/596,718	6/9/2004	3,039,291	1/10/2006
UNITED STATES	USM	PENDING	85/138,068	9/24/2010		
UNITED STATES	TOWER & Design	REGISTERED	74/176,851	6/17/1991	1,807,863	11/30/1993
UNITED STATES	US MAINTENANCE & Design	REGISTERED	76/597,045	6/9/2004	3,000,130	9/27/2005