

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649407

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
S.A. Comunale Co., Inc.		05/25/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EMCOR Group, Inc.		
<b>Street Address:</b>	301 Merritt Seven, 6th Floor		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3249278	S.A. COMUNALE	
<b>Registration Number:</b>	3222445	S.A. COMUNALE FULL SERVICE MECHANICAL &	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2128066675		
<b>Email:</b>	tm@stroock.com		
<b>Correspondent Name:</b>	Laura Goldbard George		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	311562/0030		
<b>NAME OF SUBMITTER:</b>	Laura Goldbard George		
<b>SIGNATURE:</b>	/laura goldbard george/		
<b>DATE SIGNED:</b>	05/25/2021		
<b>Total Attachments: 4</b>			
source=311562.0030 - Trademark Assignment - S.A. Comunale Co., Inc. to EMCOR Group, Inc#page1.tif			
source=311562.0030 - Trademark Assignment - S.A. Comunale Co., Inc. to EMCOR Group, Inc#page2.tif			
source=311562.0030 - Trademark Assignment - S.A. Comunale Co., Inc. to EMCOR Group, Inc#page3.tif			
source=311562.0030 - Trademark Assignment - S.A. Comunale Co., Inc. to EMCOR Group, Inc#page4.tif			

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is made and entered into as of May 25, 2021 ("Effective Date"), by and between S.A. COMUNALE CO., INC., an Ohio Corporation having an address of 2900 Newpark Drive, Barberton, Ohio 44203 ("Assignor"), and EMCOR Group, Inc., a Delaware corporation, having an address of 301 Merritt Seven, 6<sup>th</sup> floor, Norwalk, CT 06851 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and the record owner of the trademark applications and registrations set forth on Schedule A attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to all the Trademarks, together with the goodwill of the businesses symbolized by the Trademarks being assigned.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably sells, assigns, transfers, conveys and sets over to Assignee, its successors and assigns all of Assignor's rights, title and interest in and to: (a) each of the Trademarks, including any common law rights therein and the registrations and applications thereof, together with the goodwill of the businesses symbolized by the Trademarks being assigned; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Trademarks; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing; (d) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default; and (e) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
2. Assignor agrees to execute and deliver at the request of Assignee, all papers, documents, instruments and assignments, and to perform any other reasonable acts, that (a) Assignee may require in order to vest all of Assignee's rights, title and interest in and to the Trademarks in Assignee; (b) may be required in states and countries foreign to the United States, to record Assignee as the owner of the Trademarks and other rights herein assigned; and (c) Assignee may require in any legal action that Assignee may take regarding the protection of the rights of Assignee in the Trademarks. Assignor also agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.
3. Assignor further authorizes the Commissioner of Trademarks of the United States, and any official of any state or country foreign to the United States, whose duty it is to

record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

4. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. This Agreement may be amended in a written document signed by each party to be bound by the amendment and that identifies itself as an amendment to this Agreement.
7. All matters arising from or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of The United States District Court for the Southern District of New York, or if such court does not have jurisdiction, New York State Supreme Court in the borough of Manhattan, for purposes of enforcing this Agreement.

*[Signature Page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

S.A. COMUNALE CO., INC.

By: 

Name: R. Kevin Matz

Title: Vice President

Date: May 25, 2021

AGREED TO AND ACCEPTED:

EMCOR Group, Inc.

By: 


Name: Maxine L. Mauricio

Executive Vice President and

Title: General Counsel

Date: May 25, 2021

**SCHEDULE A**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Class/Services</u>
S.A. COMUNALE	United States	3,249,278	Class 037: providing mechanical services, namely installation, maintenance and repair services of plumbing, heating, air conditioning, process piping, and fire protection devices.
	United States	3,222,445	Class 037: providing mechanical services, namely installation, maintenance and repair services of plumbing, heating, air conditioning, process piping, and fire protection devices.