

## TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM837036

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	08/02/2021
<b>RESUBMIT DOCUMENT ID:</b>	900797064

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chapel Electric Co., LLC		06/15/2023	Limited Liability Company: OHIO

## RECEIVING PARTY DATA

<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

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	6652711	ELITESERVICEPLAN

## CORRESPONDENCE DATA

Fax Number: 3105565959

*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.*

Phone: 3105565800

Email: tm@stroock.com

Correspondent Name: Alesha M. Dominique

Address Line 1: Stroock &amp; Stroock &amp; Lavan LLP

Address Line 2: 2029 Century Park East, 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

<b>NAME OF SUBMITTER:</b>	Alesha M. Dominique
<b>SIGNATURE:</b>	/Alesha M. Dominique/
<b>DATE SIGNED:</b>	09/05/2023

## Total Attachments: 3

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Inc#page2.tif

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Inc#page3.tif

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT (“Assignment”) is by and between CHAPEL ELECTRIC CO., LLC, an Ohio Limited Liability Company having an address of 1985 Founders Drive, Dayton, Ohio 45420 (“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, Assignee acquired the trademarks identified on Schedule A together with all common-law rights (the “Assigned Trademarks”) and the goodwill of the business symbolized thereby, from Assignor pursuant to a Stock Purchase Agreement dated August 2, 2021; and

WHEREAS, Assignor and Assignee wish to further document such trademark assignment that occurred on August 2, 2021 for purposes of recordation at the USPTO and with the Ohio Secretary of State.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms that as of August 2, 2021, it has sold, assigned, transferred, conveyed and delivered to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized thereby, including the registrations identified in Schedule A, and all past, present, and future remedies for infringement or dilution relating thereto, including the right to sue for and collect damages by reason of past, present or future infringement of the Assigned Trademarks, with the intent that such Assigned Trademarks and the aforementioned related rights shall be fully vested in the Assignee, its successors and assigns, *nunc pro tunc* effective as of August 2, 2021.

Assignor further authorizes the Commissioner of Patents and 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 trademark rights and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this Assignment.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment. Notwithstanding the foregoing, Assignee agrees to pay all fees and costs associated with prosecution, registration, maintenance of the Assigned Trademarks and/or any legal fees and costs associated with the protection and prosecution of the Assigned Trademarks. The Assignee shall be responsible for completing the prosecution of the Trademarks and is hereby authorized to sign all necessary documentation, filings and/or affidavits as the owner of the Trademarks.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument under the hands of their proper officers duly authorized in that behalf.

CHAPEL ELECTRIC, LLC

By:   
Name:

Title: Vice President

Date: June 15, 2023

EMCOR Group, Inc.

By:   
Name:

Title: EVP and General Counsel

Date: June 15, 2023

**SCHEDULE A**

<u>Mark</u>	<u>Country / State</u>	<u>Reg. No.</u>	<u>Class/Services</u>
EliteServicePlan	United States	6,652,711	Class 37: Providing maintenance services, namely, custom tailored mechanical and electrical preventative maintenance for electrical systems in various types of facilities, namely, healthcare, commercial, educational institutions, entertainment, industrial, government, and technology
ELITESERVICEPLAN	Ohio	1712132	Class 37: Mechanical and electrical preventative maintenance service programs for electrical systems