

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emcor Group, Inc.		08/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4793091	EMCOR	
Registration Number:	4887628		
Registration Number:	4767324	EMCOR	
Registration Number:	4926365	EMCOR CUSTOMER SOLUTIONS CENTER	
Registration Number:	4926306	EMCOR SERVICES	
Registration Number:	4758783	VIOX	
Serial Number:	86844814	EMCORVIA	
Serial Number:	87080421		
Serial Number:	87080410	EMCOR	
Serial Number:	87080385	EMCOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler 17th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$265.00 4793091

NAME OF SUBMITTER:	Andrea Gniadek
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/05/2016
Total Attachments: 6 source=EMCOR#page1.tif source=EMCOR#page2.tif source=EMCOR#page3.tif source=EMCOR#page4.tif source=EMCOR#page5.tif source=EMCOR#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Emcor Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 3, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other chartered bank Citizenship Canadian

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See attached Schedule A

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler

17th Floor

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 1921592

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek for Chapman and Cutler LLP

Signature

August 3, 2016

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of August, 2016, 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 administrative 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 Fifth Amended and Restated Security Agreement dated as of even date herewith among Debtor, certain of its subsidiaries and Secured Party (such Fifth 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: R. Kevin Matz

Title: Executive Vice President,
Shared Services

BANK OF MONTREAL, as Administrative Agent

By _____

Name _____

Title _____

[Signature Page to Trademark Collateral Agreement --
Fifth Amended and Restated Credit Agreement]


TRADEMARK
REEL: 005851 FRAME: 0581

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: _____
Title: _____



BANK OF MONTREAL, as Administrative Agent

By  _____
Name: **John Armstrong**
Title: **Managing Director**



[Signature Page to Trademark Collateral Agreement —
Fifth Amended and Restated Credit Agreement]


**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE	REG. NO.	REGISTERED
United States	 EMCOR	86/323,210	06/27/2014	4,793,091	08/18/2015
United States		86/323,212	06/27/2014	4,887,628	01/19/2016
United States	EMCOR	86/323,183	06/27/2014	4,767,324	07/07/2015
United States	EMCOR CUSTOMER SOLUTIONS CENTER	86/656,674	06/09/2015	4,926,365	03/29/2016
United States	EMCOR SERVICES	86/654,608	06/08/2015	4,926,306	03/29/2016
United States	VIOX	86/320,606	06/25/2014	4,758,783	06/23/2015

**PENDING TRADEMARKS
AND TRADEMARK APPLICATIONS**

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
United States	 EMCORVIOX	86/844,814	12/10/2015
United States		87/080,421	06/22/2016

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
United States		87/080,410	06/22/2016
United States	EMCOR	87/080,385	06/22/2016

[Signature Page to Trademark Collateral Agreement —
Fifth Amended and Restated Credit Agreement]