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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 11, 2011**

**ABM Industries Incorporated**

(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other Jurisdiction of Incorporation)	<b>1-8929</b> (Commission File Number)	<b>94-1369354</b> (IRS Employer Identification No.)
<b>551 Fifth Avenue, Suite 300, New York, New York</b> (Address of Principal Executive Offices)		<b>10176</b> (Zip Code)

Registrant's telephone number, including area code: **(212) 297-0200**

**N/A**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.02. Termination of a Material Definitive Agreement.**

On October 11, 2011, ABM Industries Incorporated (the “Company”) entered into a Termination Agreement (the “Termination Agreement”) with International Business Machines Corporation (“IBM”) pursuant to which the parties agreed to terminate services currently being provided by IBM to the Company pursuant to a Master Professional Services Agreement dated October 1, 2006, as such agreement has been amended (the “Master Professional Services Agreement”). Under the Master Professional Services Agreement, the Company and IBM had entered into a statement of work relating to the design and build by IBM of the Company’s new primary data center in Alpharetta, Georgia and a statement of work relating to the relocation by IBM of certain Company IT environments now supported by IBM to the new data center. The Termination Agreement provides that services under the Master Professional Services Agreement shall terminate effective as of the successful completion of the design and build of the Company’s new primary data center and the relocation of the environments currently supported by IBM to that data center, both of which are expected to be completed by February 29, 2012.

The Termination Agreement provides that the Master Professional Services Agreement is being terminated for convenience and it further provides that the Company is not obligated to pay any Termination Charges (as such term is defined in the Master Professional Services Agreement), or any wind-down costs, stranded costs, early termination fees or redeployment costs, in connection with such termination.

The foregoing summary of the Termination Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Termination Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(c) Exhibits.

10.1 Termination Agreement dated October 11, 2011 by and between ABM Industries Incorporated and International Business Machines Corporation.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ABM INDUSTRIES INCORPORATED

Dated: October 14, 2011

By: /s/ Sarah H. McConnell .

Sarah H. McConnell  
Senior Vice President and  
General Counsel

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## **EXHIBIT INDEX**

- 10.1 Termination Agreement dated October 11, 2011 by and between ABM Industries Incorporated and International Business Machines Corporation.

### Termination Agreement

This is the Termination Agreement by and between ABM Industries Incorporated, a Delaware corporation having a principal place of business in New York, New York (“**ABM**”), and International Business Machines Corporation, a New York corporation having a principal place in Somers, New York (“**Supplier**”). It is entered into under the Master Professional Services Agreement by and between ABM and Supplier dated October 1, 2006 (“**Agreement**”), as such Agreement has been amended, and provides for the termination of all remaining Services for convenience by agreement of the Parties. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement and references to Exhibits or Schedules shall refer to the applicable Exhibits or Schedules to the Agreement.

WHEREAS, ABM and Supplier executed a Statement of Work dated September 6, 2011, under the Agreement which provides for the provision by Supplier of certain design and build services in connection with the construction of ABM’s new primary data center in Alpharetta, Georgia;

WHEREAS, ABM and Supplier also executed a Statement of Work dated August 24, 2011, under the Agreement which provides for the relocation by Supplier of certain ABM IT environments now supported by Supplier from Supplier’s data center in Dallas, Texas, to ABM’s new primary data center in Alpharetta, Georgia; and

WHEREAS, the design and build of ABM’s new primary data center and the migration of the ABM IT environments currently supported by Supplier to that data center are expected to be completed by February 29, 2012.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, ABM and Supplier (the “**Parties**” and each, a “**Party**”) hereby agree as follows:

#### **1. Terminated Services**

The Term of the Agreement and all Services provided by Supplier under the Agreement, including all Services associated with the ABM IT environments now supported by Supplier in its Dallas data center, shall terminate for convenience effective as of the successful completion of the design and build of ABM’s new primary data center and the relocation of the environments currently supported by Supplier to that data center, both of which are expected to be completed by February 29, 2012.

For the avoidance of doubt, it is understood and agreed that the termination shall be effective only if and when the aforementioned design, build and relocation activities are successfully completed and that the effective date of such termination shall be extended if the completion of such activities is delayed for any reason.

The Parties acknowledge and agree that this termination for convenience has been agreed to by both Parties and that, notwithstanding Section 20.2 of the Agreement, ABM is not obligated to provide notice to Supplier a specific number of days or months prior to the effective date of such termination.

#### **2. Termination Charges**

The Parties acknowledge and agree that, notwithstanding Section 20.2 and Schedule N of the Agreement, ABM is not obligated to pay any Termination Charges, including any wind-down costs, stranded costs, early termination fees or redeployment costs, in connection with the above-referenced termination for convenience.

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**3. Continued Provision of Services**

In addition to the Services described in the aforementioned Statements of Work, Supplier shall continue to provide the Services associated with the ABM Equipment, Software and Systems currently supported in its Dallas data center to and until the effective date of the termination for convenience referenced in Section 1 above. Supplier shall continue to provide such Services, and ABM shall continue to pay for such Services, in each case subject to and in accordance with the Agreement.

**4. Termination Assistance Services**

At ABM's request, Supplier shall provide Termination Assistance Services requested by ABM , and ABM shall pay for such Termination Assistance Services, in each case subject to and in accordance with Section 4.3 of the Agreement.

**5. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS TERMINATION AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed by their respective duly authorized representatives as of October 11, 2011.

**ABM Industries Incorporated**

**International Business Machines  
Corporation**

By: /s/ Doug Gilbert

By: /s/ Chris Kinsey

Title: Chief Information Officer

Title: Project Executive

Date: October 11, 2011

Date: October 11, 2011