

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

ABM INDUSTRIES INCORPORATED
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

94-1369354
(I.R.S. Employer
Identification No.)

551 Fifth Avenue, Suite 300
New York, NY 10176
(Address of Principal Executive Offices)

ABM Industries Incorporated
2004 Employee Stock Purchase Plan
(Full Titles of the Plan(s))

c/o Sarah H. McConnell, Esq.
Executive Vice President, General
Counsel and Corporate Secretary
551 Fifth Avenue, Suite 300
New York, NY 10176
(Name and Address of Agent for Service)

(212) 297-0200
(Telephone Number, Including Area Code, of Agent for Service)

With a copy to:

Kyoko Takahashi Lin, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
(212) 450-4000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to Be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(3)
Common shares, \$0.01 par value	1,000,000 shares	\$ 34.56	\$ 34,560,000	\$ 3,480.19

(1) This Registration Statement on Form S-8 (this "Registration Statement") covers common shares, par value \$0.01 per share ("Common Stock") of ABM Industries Incorporated (the "Company" or the "Registrant") (i) issuable pursuant to the ABM Industries Incorporated 2004 Employee Stock Purchase Plan, as amended and restated, effective March 9, 2016 (the "Plan") and (ii) pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), any additional shares of Common Stock that become issuable under the Plan by reason of any stock dividend, stock split, or other similar transaction.

(2) Estimated pursuant to Rule 457(h) and Rule 457(c) under the Securities Act, solely for the purpose of computing the registration fee, based on the

average of the high and low prices reported of the securities being registered hereby on the New York Stock Exchange on June 8, 2016.

(3) Rounded up to the nearest penny.

EXPLANATORY NOTE

This Registration Statement has been filed to register 1,000,000 additional shares of common shares, par value \$.01 per share, to be offered pursuant to the ABM Industries Incorporated 2004 Employee Stock Purchase Plan, as amended and restated, effective March 9, 2016 (the "Plan"). The Registrant previously registered shares of its common stock for issuance under the Plan under a Registration Statement on Form S-8 filed with the Securities and Exchange Commission on June 15, 2004 (File No. 333-116487) and registered additional shares of its common stock for issuance under the Plan under a Registration Statement on Form S-8 filed with the Securities and Exchange Commission on June 11, 2010 (File No. 333-167464). Pursuant to General Instruction E to Form S-8, the contents of the previous registration statement related to the Plan are incorporated by reference herein and made a part of this Registration Statement, except as amended hereby.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents are incorporated herein by reference:

- (a) The Company's Annual Report on Form 10-K for the fiscal year ended October 31, 2015;
- (b) The Company's Quarterly Reports on Form 10-Q for the quarters ended January 31, 2016 and April 30, 2016;
- (c) The Company's Current Reports on Form 8-K dated December 9, 2015, March 9, 2016, and June 8, 2016, (excluding in each case information solely furnished rather than filed), and all other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since October 31, 2015; and
- (d) The description of the Company's common stock and preferred stock purchase rights contained in registration statements filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on Form 8-A, including any subsequent amendment or report filed for the purpose of updating such description.

In addition, all documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein), modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 5. Interests of Named Experts and Counsel.

Ms. Sarah H. McConnell, Esq., who is giving an opinion on the validity of the securities being registered, is Executive Vice President, General Counsel and Corporate Secretary for the Company and holds Common Stock of the Registrant and equity compensation awards with respect to Common Stock of the Registrant. She is eligible to participate in the Plan.

Item 8. Exhibits.

**Exhibit
Number**

- | | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.1 | Restated Certificate of Incorporation of ABM Industries Incorporated (incorporated by reference to Exhibit 3.1 of the Company's annual report on Form 10-K for the period ended October 31, 2003, as filed on January 14, 2004, File No. 001-08929).* |
| 4.2 | Amended and Restated Bylaws of ABM Industries Incorporated (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K as filed on October 28, 2015, File No. 001-08929).* |
| 5.1 | Opinion of Ms. Sarah H. McConnell, Esq., Executive Vice President, General Counsel and Corporate Secretary for ABM Industries Incorporated. |
| 23.1 | Consent of KPMG LLP, Independent Registered Public Accounting Firm. |
| 23.2 | Consent of Ms. Sarah H. McConnell, Esq., Executive Vice President, General Counsel and Corporate Secretary for ABM Industries Incorporated (included in Exhibit 5.1). |
| 24 | Powers of Attorney (included in the signature page hereof). |
| 99.1 | ABM Industries Incorporated 2004 Employee Stock Purchase Plan (as amended and restated March 9, 2016). |

***Incorporated by reference**

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant, ABM Industries Incorporated, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in New York, NY, on the 13th day of June, 2016.

ABM INDUSTRIES INCORPORATED

By: /s/ Scott Salmirs

Name: Scott Salmirs

Title: President and Chief Executive Officer

POWERS OF ATTORNEY

Know all persons by these presents, that each person whose signature appears below, constitutes and appoints each of Sarah H. McConnell and Barbara L. Smithers as his or her true and lawful attorney-in-fact and agent, upon the action of such appointee, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which each of said attorneys-in-fact and agents may deem necessary or advisable in order to enable ABM Industries Incorporated to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any requirements of the Securities and Exchange Commission (the "Commission") in respect thereof, in connection with the filing with the Commission of this Registration Statement under the Securities Act, including specifically but without limitation, power and authority to sign the name of the undersigned to such Registration Statement, and any amendments to such Registration Statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the Commission, to sign any and all applications, registration statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto each of said attorneys-in-fact and agents full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed this 13th day of June, 2016 by the following persons in the following capacities.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Scott Salmirs</u> Scott Salmirs	President, Chief Executive Officer and Director (Principal Executive Officer)	June 13, 2016
<u>/s/ D. Anthony Scaglione</u> D. Anthony Scaglione	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 13, 2016
<u>/s/ Dean A. Chin</u> Dean A. Chin	Senior Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	June 13, 2016
<u>/s/ Maryellen C. Herringer</u> Maryellen C. Herringer	Director	June 13, 2016
<u>/s/ Linda Chavez</u> Linda Chavez	Director	June 13, 2016
<u>/s/ J. Philip Ferguson</u> J. Philip Ferguson	Director	June 13, 2016
<u>/s/ Anthony G. Fernandes</u> Anthony G. Fernandes	Director	June 13, 2016
<u>/s/ Thomas M. Gartland</u> Thomas M. Gartland	Director	June 13, 2016

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Luke S. Helms</u> Luke S. Helms	Director	June 13, 2016
<u>/s/ Sudhakar Kesavan</u> Sudhakar Kesavan	Director	June 13, 2016
<u>/s/ Lauralee E. Martin</u> Lauralee E. Martin	Director	June 13, 2016
<u>/s/ Winifred M. Webb</u> Winifred M. Webb	Director	June 13, 2016

EXHIBIT INDEX

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*Incorporated by reference

June 13, 2016

ABM Industries Incorporated
Board of Directors
551 Fifth Avenue, Suite 300
New York, New York 10176

Re: ABM Industries Incorporated Registration Statement on Form S-8
2004 Employee Stock Purchase Plan

Ladies and Gentlemen:

I am the Executive Vice President, General Counsel and Corporate Secretary for ABM Industries Incorporated, a company incorporated under the laws of Delaware (the "Company").

In connection with the filing by the Company with the Securities and Exchange Commission of a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), with respect to an additional 1,000,000 shares of the Company's common stock, \$0.01 par value (the "Common Stock") to be issued pursuant to the terms of the Company's 2004 Employee Stock Purchase Plan, as amended and restated effective March 9, 2016 (the "Plan"), I have examined instruments, documents, and records which I deemed relevant and necessary for the basis of my opinion, and I am of the opinion that the Common Stock, when issued in accordance with the provisions of the Plan, will be legally issued, fully paid and nonassessable.

This opinion is addressed to you in connection with the filing by the Company of the Registration Statement with the Securities and Exchange Commission. I consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement, without admitting that I am an expert within the meaning of the Securities Act.

This opinion speaks as of its date and is strictly limited to the matters stated herein and I assume no obligation to review or update this opinion if applicable law or the existing facts or circumstances should change. This opinion is governed by and is to be construed in accordance with Delaware law. It is given on the basis that it will not give rise to any legal proceedings with respect thereto in any jurisdiction other than Delaware.

Very truly yours,

/s/ Sarah Hlavinka McConnell
Sarah Hlavinka McConnell
Executive Vice President, General Counsel
and Corporate Secretary

Consent of Independent Registered Public Accounting Firm

The Board of Directors
ABM Industries Incorporated:

We consent to the incorporation by reference in the registration statement on Form S-8 of ABM Industries Incorporated related to the registration of 1,000,000 shares of common stock, par value \$0.01 per share, to be issued pursuant to the ABM Industries Incorporated 2004 Employee Stock Purchase Plan, as amended and restated, effective March 9, 2016, of our report dated December 17, 2015, with respect to the consolidated balance sheets of ABM Industries Incorporated and subsidiaries as of October 31, 2015 and 2014, and the related consolidated statements of comprehensive income, stockholders' equity and cash flows for each of the years in the three-year period ended October 31, 2015, and all related financial statement schedules, and the effectiveness of internal control over financial reporting as of October 31, 2015, which reports appears in the October 31, 2015 annual report on Form 10-K of ABM Industries Incorporated.

(signed) KPMG LLP

New York, New York
June 13, 2016

ABM INDUSTRIES INCORPORATED
2004 EMPLOYEE STOCK PURCHASE PLAN
AMENDED AND RESTATED MARCH 9, 2016

The purpose of this Amended and Restated 2004 Employee Stock Purchase Plan (the Plan) is to provide employees the opportunity to purchase shares of the common stock of ABM Industries Incorporated (Shares) through annual offerings to be made until March 5, 2024. The 2004 Employee Stock Purchase was last approved by stockholders on March 5, 2014 (the "Effective Date"). An aggregate of 4,000,000 Shares may be issued under the Plan from the Effective Date. The Plan is intended to be an "employee stock purchase plan" as defined in Section 423 of the Code and its provisions shall be interpreted in a manner consistent with this intent.

1. **ELIGIBILITY.** Only employees of ABM Industries Incorporated (the Corporation) and its domestic subsidiary corporations will be eligible to participate in the Plan. All such employees who are employees on the first day of the applicable Offering Period (as defined below) will be eligible to participate, except employees who own or hold options to purchase or who, as a result of participation in this Plan, would own or hold options to purchase, stock of the Corporation possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Corporation and any current or future parent and/or subsidiary corporation(s) of the Corporation. An employee shall be considered as owning stock owned, directly or indirectly, by or for his or her brothers and sisters (whether by the whole or half-blood), spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be considered as being owned proportionately by or for its shareholders, partners or beneficiaries. Stock which an employee may purchase under outstanding options shall be treated as stock owned by the employee.

2. **OFFERINGS.** The Plan shall be implemented by granting eligible employees an Offering during offering periods (each such period being referred to herein as an Offering Period) one month in duration commencing on first day of each month in each calendar year.

3. **PARTICIPATION.**

(a) An employee eligible on the first day of the Offering Period (the Offering Date) of any Offering may participate in such Offering by completing and forwarding a Payroll Deduction Authorization for Purchase of ABM Stock form (Payroll Deduction Authorization Form) to the Payroll Department at such employee's branch location on or before the Offering Date. The form will authorize a regular payroll deduction from the employee's compensation.

(b) Unless otherwise indicated, a participating employee shall automatically participate in the first Offering which commences immediately after the expiration of each Offering in which such employee acquires Shares upon expiration of the Offering Period. A participating employee is not required to file an additional Payroll Deduction Authorization Form in order to automatically participate therein. Unless otherwise indicated in an additional Payroll Deduction Authorization Form, the rate at which payroll deductions shall be accumulated with respect to any such subsequent Offering shall equal the rate applicable to the previously expired Offering.

4. **DEDUCTIONS.** The Corporation will maintain payroll deduction accounts for all participating employees. With respect to any Offering made under this Plan, an employee may authorize a regular payroll deduction with a minimum of 1% of Compensation up to a maximum of 10% of the Compensation he or she receives during the Offering Period specified for the Offering (or during such portion thereof as he or she may elect to participate).

5. **DEDUCTION CHANGES.** An employee may increase or decrease his or her payroll deduction by filing a new Payroll Deduction Authorization Form, which will become effective on the first day of the next Offering Period after receipt of the form.

6. **WITHDRAWAL OF FUNDS.** An employee may at any time and for any reason draw out the balance accumulated in his or her account, and thereby withdraw from participation in an Offering. The employee may not thereafter participate during the remainder of the Offering Period specified for the Offering. Partial withdrawals will not be permitted.

7. PURCHASE OF SHARES.

- (a) Each employee participating in any Offering under this Plan will be granted, upon the Offering Date of such Offering, a right to purchase as many Shares as he or she may elect to purchase for up to 10% of Compensation received during the specified Offering Period to be paid by regular payroll deductions during such period.
- (b) The Purchase Price for each Share purchased under any Offering Period will be 95% of the fair market value of one Share on the day on which the right to purchase is exercised and the Shares are purchased pursuant to the terms of this Plan.
- (c) At any time, the Board of Directors of the Corporation (the Board) reserves the right to further increase the Purchase Price for each Share under this Plan in the event of changes in the rules for financial reporting as set forth by the Financial Accounting Standards Board, the Securities and Exchange Commission, and/or the New York Stock Exchange.
- (d) As of the last day of any Offering Period, the account of each participating employee shall be totaled and the employee shall be deemed to have exercised his or her right to purchase Shares at the applicable price in effect on the last trading day of the applicable month. Such purchase shall be for the lesser of (i) the number of full Shares purchasable with the funds in his or her account at such price or (ii) the maximum number of Shares which may be purchased by the employee in the Offering (as determined pursuant to Section 8). The employee's account shall be charged for the amount of the purchase, and a book entry shall be credited on the books and records of the Corporation for the Shares so purchased.
- (f) Payroll deductions may be made under each Offering to the extent authorized by the employee, subject to the maximum and minimum limitations imposed for each such Offering. Any balance in an employee's account which is not used to purchase Shares because of the application of the maximum Share limitation as determined pursuant to Section 8, shall be returned to the participating employee.

8. LIMITATION ON PURCHASE OF SHARES. Anything contained in this Plan notwithstanding, no employee may be granted a right to purchase which permits such employee's rights to purchase stock under all employee stock purchase plans of the Corporation and its parent and subsidiary corporations to accrue at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time such right to purchase is granted) for each calendar year in which such right to purchase is outstanding at any time. For this purpose (a) the right to purchase stock accrues when such right (or any portion thereof) first becomes exercisable during the calendar year; (b) the right to purchase stock accrues at the rate provided in the Offering, but in no case may such rate exceed \$25,000 of the fair market value of such stock (determined at the time such right to purchase is granted) for any one calendar year; and (c) a right to purchase which has accrued under one Offering may not be carried over to any other Offering.

9. RESTRICTION ON SALE OF SHARES. Shares purchased pursuant to this Plan are subject to a minimum holding period of six months following purchase before sale of such Shares shall be permitted. All certificated Shares issued pursuant to a purchase under this Plan shall bear a legend stating this minimum holding period.

10. BOOK ENTRIES. Book entries shall be credited on the books and records of the Corporation for the Shares purchased only in the name of the employee, or if he or she so indicated on his or her Payroll Deduction Authorization Form, jointly with a member of his or her family with rights of survivorship.

11. DEFINITIONS.

"Compensation" means all cash compensation.

"Code" means the Internal Revenue Code of 1986, as amended.

"Fair Market Value" means the average of the high and low prices of the Corporation's Common Stock composite transactions on the New York Stock Exchange on the applicable day, or if no sales were made on that day, the average of the high and low prices on the next preceding day on which sales are made.

"Parent corporation" means a corporation described in Section 424(e) of the Code.

"Subsidiary corporation" means a corporation described in Section 424(f) of the Code.

12. RIGHTS AS A STOCKHOLDER. None of the rights or privileges of a stockholder of the Corporation shall exist with respect to Shares purchased under this Plan unless and until a book entry has been credited on the books and records of the Corporation for the Shares purchased.

13. **RIGHT ON RETIREMENT, DEATH OR TERMINATION OF EMPLOYMENT.** In the event of a participating employee's retirement, death, or termination of employment other than on the last working day of a month, no payroll deduction shall be taken from any pay due or owing to him or her at such time. The balance in the participating employee's account shall be paid to the employee, or, in the event of death, to his or her surviving spouse, or if none to the participating employee's surviving children in equal shares, or if none to the participating employee's parents, or if none to the participating employee's estate.

14. **RIGHTS NOT TRANSFERABLE.** Rights granted under this Plan are not transferable by a participating employee other than by will or the laws of descent and distribution, and are exercisable during his or her lifetime only.

15. **APPLICATION OF FUNDS.** Funds received or held by the Corporation under this Plan may be used for any corporate purpose.

16. **ADJUSTMENT IN CASE OF CHANGES AFFECTING THE STOCK.** In the event of a "split" of outstanding Shares, the payment of a stock dividend or a consolidation of Shares, the number of Shares reserved or authorized to be reserved under this Plan, the maximum number of Shares available for purchase under the Plan as provided in Section 8, and the Shares covered by outstanding grants to participating employees, shall be adjusted proportionately, and the Purchase Price for each participant at such time shall be adjusted proportionately, and such other adjustment shall be made as may be deemed equitable by the Board. In the event of any other change affecting the Corporation's Common Stock, such adjustment shall be made as may be deemed equitable by the Board to give proper effect to such event.

17. **AMENDMENT OF THE PLAN.** The Board may at any time, or from time to time, amend this Plan in any respect, except that (i) to the extent required to maintain this Plan's qualifications under Section 423 of the Code, any such amendment shall be subject to stockholder approval and (ii) no amendment may cause the Purchase Price to be less than the lesser of 85% of the fair market value of a Share at the start of an Offering Period or 85% of the fair market value of a Share as of the purchase date or cause any Offering Period to be longer than 27 months.

18. **TERMINATION OF THE PLAN.** This Plan and all rights of employees under any Offering hereunder shall terminate:

(a) on the day that participating employees become entitled to purchase a number of Shares equal to or greater than the number of Shares remaining available for purchase. If the number of Shares so purchasable is greater than the Shares available, Shares shall be allocated on a pro rata basis among such participating employees; or

(b) at any time, at the discretion of the Board.

No Offering hereunder shall be made under which the Offering Period shall extend beyond March 5, 2024. Upon termination of this Plan, all amounts in the accounts of participating employees shall be promptly refunded.

19. **ADMINISTRATION.** The Plan will be administered by the Compensation Committee of the Board (the Committee) or its authorized delegate. The Committee will have authority to make rules and regulations for the administration of the Plan. Its interpretations and decisions with regard thereto shall be final and conclusive.

20. **GOVERNMENTAL REGULATIONS.** The Corporation's obligation to sell and deliver its Common Stock under this Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance or sale of such stock.