

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
THERMON MANUFACTURING COMPANY	04/30/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as US Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7321107
Patent Number:	6905566
Patent Number:	6762395
Patent Number:	6410893
Patent Number:	6131617
Patent Number:	5897732
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00367

CH \$240.00 7321107

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**PATENT  
 REEL: 024320 FRAME: 0847**

NAME OF SUBMITTER:

Carole Dobbins

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 30, 2010 (this "Agreement"), is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the US Lenders and the US L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Thermon Industries, Inc., a Texas corporation (the "US Borrower"), Thermon Canada Inc., a Nova Scotia company (the "Canadian Borrower" and together with US Borrower, the "Borrowers"), Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, US Agent, and GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders and the Canadian L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the US Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement, and including, but not limited to the Canadian Obligations) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the US Agent and the Canadian Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the US Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the US Agent for the benefit of the Secured Parties, and grants to the US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (other than any Excluded Property, but only during such

time that such Collateral actually constitutes Excluded Property) (the "Patent Collateral"):

- (a) all of its U.S. issued Patents, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the US Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the US Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

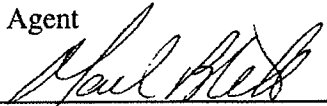
Very truly yours,

THERMON MANUFACTURING COMPANY, a  
Texas corporation, as Grantor

By: Rodney Bingham  
Name: Rodney Bingham  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By:   
Name: Mark Birkett  
Its: Duly Authorized Signatory

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent No.</u> <u>Issue Date</u>	<u>Pub. No./</u> <u>Pub. Date</u>	<u>Applic. No./</u> <u>Filing Date</u>	<u>Status</u>	<u>Owner</u>
Thermally-conductive, electrically non-conductive heat transfer material and articles made thereof	US	7,321,107 1/22/2008		10/887,941 7/9/2004	In force	Thermon Manufacturing Company
Isolated tracer having controlled conductance rate and method of making	US	6,905,566 6/14/2005		10/031,276 11/7/2001	In force	Thermon Manufacturing Company
Thermally-conductive, electrically non-conductive heat transfer material and articles made thereof	US	6,762,395 7/13/2004		10/165,441 6/7/2002	In force	Thermon Manufacturing Company
Thermally-conductive, electrically non-conductive heat transfer material and articles made thereof	US	6,410,893 6/25/2002		09/353,675 7/15/1999	In force	Thermon Manufacturing Company
Safety-enhanced heat tracing	US	6,131,617 10/17/2000		09/301,416 4/28/1999	In force	Thermon Manufacturing Company
Method and apparatus for the manufacture of a linear wrap, thermally insulated tube	US	5,897,732 4/27/1999		08/887,501 7/2/1997	In force	Thermon Manufacturing Company

2. PATENT APPLICATIONS

None.

3. IP LICENSES

None.