

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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:	The Bank of New York Mellon Trust Company, N.A., as collateral agent
Street Address:	601 Travis Street
Internal Address:	16th floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

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: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
 Email: fcutajar@whitecase.com
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OP \$240.00 7321107

ATTORNEY DOCKET NUMBER:	1155732-0148
NAME OF SUBMITTER:	Frances B. Cutajar
Total Attachments: 6 source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page1.tif source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page2.tif source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page3.tif source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page4.tif source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page5.tif source=ThermonMfgBankOfNYMellonTrustPatentSecurityAgreement2ndlien#page6.tif	

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 The Bank of New York Mellon Trust Company, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, Thermon Finance, Inc. (which has heretofore been merged with and into the Company) and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent (in such capacity and together with its successors and assigns in such capacity, the "Trustee"), have entered into an Indenture, dated as of April 30, 2010 (as supplemented by the First Supplemental Indenture, dated as of April 30, 2010, among the Company, the other Grantors party thereto and the Trustee, and as further amended, restated, supplemented and/or otherwise modified from time to time, the "Indenture");

WHEREAS, pursuant to the Indenture, (i) the Company has issued its 9.50% Senior Secured Notes due 2017 (such notes, together with any other notes from time to time issued pursuant to the Indenture, the "Notes") and (ii) each other Grantor has unconditionally guaranteed, on a joint and several basis, all Obligations of the Company under the Indenture and the other Indenture Documents;

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the prospective Holders of the Notes to subscribe to the Notes, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 their 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 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 New York.

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

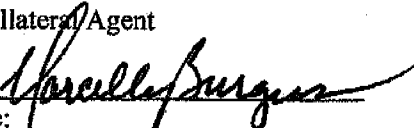
Very truly yours,

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:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: **MARCELLA BURGESS**
Its: **Vice President**

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent No. Issue Date</u>	<u>Pub. No./ Pub. Date</u>	<u>Applic. No./ 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

<u>Company</u>	<u>Name of Agreement/Software</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Thermon Manufacturing Company	Agreement	August 29, 2006	M.I. Cable Technologies Inc., Thermon Manufacturing Company, and Yamari Industries

<u>Company</u>	<u>Name of Agreement/Software</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
			Ltd.
Thermon Manufacturing Company	Settlement and License Agreement	October 18, 1999	Thermon Manufacturing Company and Atlee Erwin Fritz, individually and doing business as AEF Manufacturing.
Thermon US Parties (as defined therein)	Settlement Agreement	March 31, 1993	Accutron Group and the Thermon US Parties (as defined therein)