

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Thermon Manufacturing Company | 04/19/2013 |
| RECEIVING PARTY DATA | |
| Name: | JPMorgan Chase Bank, N.A., as administrative agent |
| Street Address: | 221 W. Sixth St. |
| Internal Address: | Floor 2 |
| City: | Austin |
| State/Country: | TEXAS |
| Postal Code: | 78701 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8338759 |
| CORRESPONDENCE DATA | |
| Fax Number: | 5123054800 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 512-305-4807 |
| Email: | jhubenak@lockelord.com, ppaquet@lockelord.com |
| Correspondent Name: | L. Jeffrey Hubenak |
| Address Line 1: | 600 Congress |
| Address Line 2: | Suite 2200 |
| Address Line 4: | Dallas, TEXAS 78701 |
| ATTORNEY DOCKET NUMBER: | 0050100-03071 |
| NAME OF SUBMITTER: | Patricia Paquet |
| Signature: | /patriciapaquet/ |
| Date: | 08/15/2013 |

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Total Attachments: 6

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 19, 2013 (this "Agreement"), is made by the entity listed on the signature page hereof (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement of even effective date herewith (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 JPMorgan Chase Bank, N.A., Toronto Branch, 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 dated August 7, 2012, in favor of the US Agent, as amended pursuant to that certain Omnibus Ratification and Amendment Agreement of even effective date herewith among Grantor, the other US Credit Parties party thereto and the US Agent (collectively 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, whether now or hereafter acquired (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property) (the "Patent Collateral"):

- (a) the additional U.S. issued Patent referred to on Schedule 1 hereto and license agreements in connection with said Patent;
- (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 Texas.

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:

JPMORGAN CHASE BANK, N.A.,
as US Agent

By: _____
Name: _____
Title: _____

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: _____
Name: Rodney Bingham
Title: President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as US Agent

By: M. Burnett
Name: Melissa Burnett
Title: Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

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> |
|---------------|----------------|--|--------------------------------------|---|---------------|-------------------------------------|
| Heating Cable | US | 8,338,759 12/24/12 | | 2011180112 7/11/2011 | In force | Thermon Manufacturing Company |