

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thermon Manufacturing Company		08/07/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	221 W. 6th Street
Internal Address:	2nd Floor, Mail Code TX3-8211
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0991613	COMPUTRACE
Registration Number:	1025177	FLEXIPANEL
Registration Number:	2053036	HEAT CHEK
Registration Number:	1109271	HEET SHEET
Registration Number:	2335934	HSX
Registration Number:	1729017	HSX
Registration Number:	2305399	SAFETRACE
Registration Number:	1040509	SNAP-TRACE
Registration Number:	1986684	THE HEAT TRACING SPECIALISTS
Registration Number:	3159959	THERMON
Registration Number:	0649153	THERMON
Registration Number:	0790703	THERMON
Registration Number:	0743226	THERMON

CH \$540.00 0991613

Registration Number:	3159958	THERMON
Registration Number:	1161911	THERMOTUBE
Registration Number:	1884243	TRACEVIEW
Registration Number:	2374909	TSX
Registration Number:	1742831	TSX
Registration Number:	1153934	TUBETRACE
Registration Number:	4101715	THERMON
Registration Number:	4101714	THERMON

CORRESPONDENCE DATA

Fax Number: 2147568113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 5123054807
Email: sritchie@lockelord.com
Correspondent Name: L. Jeffrey Hubenak % Locke Lord LLP
Address Line 1: 100 Congress Ave., Ste. 300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	0050100.03071
NAME OF SUBMITTER:	L. Jeffrey Hubenak
Signature:	/L. Jeffrey Hubenak/
Date:	08/21/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2012 (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 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 August 7, 2012 (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 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 Trademark 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 “Trademark Collateral”):

- (a) all of its U.S. registered Trademarks, Trademark applications and license agreements in connection with any of the Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 Trademark 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 Trademarks 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 Trademark 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 Trademark 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: Joe Carroll
Name: Joe Carroll
Title: SVP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Jurisdiction</u>	<u>Mark</u>	<u>Int'l Class/ Goods and Services</u>	<u>Application Ser. No./ Filing Date</u>	<u>Registration No./ Registration Date</u>	<u>Status</u>	<u>Record Owner</u>
US	Computrace	42	72/447,373 1/31/19973	991,613 8/20/1974	Registered	Thermon Manufacturing Company
US	Flexipanel	11	73/028,068 7/29/1974	1,025,177 11/18/1975	Registered	Thermon Manufacturing Company
US	Heat Check and Design 	9	74/441,965 9/29/1993	2,053,036 4/15/1997	Registered	Thermon Manufacturing Company
US	Heet Sheet	11	73/139,630 9/1/1977	1,109,271 12/19/1978	Registered	Thermon Manufacturing Company
US	HSX	9	75/708,000 5/17/1999	2,335,934 3/28/2000	Registered	Thermon Manufacturing Company
US	HSX and Design HSX	9	74/183,129 7/8/1991	1,729,017 11/3/1992	Registered	Thermon Manufacturing Company
US	Safetrace	11	75/449,249 3/12/1998	2,305,399 1/4/2000	Registered	Thermon Manufacturing Company
US	Snap-Trace	11	73/054,983 6/12/1975	1,040,509 6/1/1976	Registered	Thermon Manufacturing Company
US	The Heat Tracing Specialists	42	74/614,935 12/23/1994	1,986,684 7/16/1996	Registered	Thermon Manufacturing Company
US	Thermon	9, 11, 17	78/141,913 5/7/2004	3,159,959 10/17/2006	Registered	Thermon Manufacturing Company
US	Thermon	1	72/004,493 3/13/1956	649,153 7/30/1957	Registered	Thermon Manufacturing Company

<u>Jurisdiction</u>	<u>Mark</u>	<u>Int'l Class/ Goods and Services</u>	<u>Application Ser. No./ Filing Date</u>	<u>Registration No./ Registration Date</u>	<u>Status</u>	<u>Record Owner</u>
US	Thermon and Design 	11	72/142,663 4/19/1962	790,703 6/8/1965	Registered	Thermon Manufacturing Company
US	Thermon and Design 	19	72/137,819 2/12/1962	743,226 1/8/1963	Registered	Thermon Manufacturing Company
US	Thermon Design Logo 	9, 11, 17	78/141,902 5/7/2004	3,159,958 10/17/2006	Registered	Thermon Manufacturing Company
US	Thermotube	17	73/226,536 8/7/1979	1,161,911 7/21/1981	Registered	Thermon Manufacturing Company
US	Traceview	9	74/394,423 5/25/1993	1,884,243 3/14/1995	Registered	Thermon Manufacturing Company
US	TSX	9	75/708,382 5/17/1999	2,374,909 8/8/2000	Registered	Thermon Manufacturing Company
US	TSX	9	74/182,949 7/8/1991	1,742,831 12/29/1992	Registered	Thermon Manufacturing Company
US	Tubetrace	17	73/226,099 8/6/1979	1,153,934 5/12/1981	Registered	Thermon Manufacturing Company
US	Thermon & design 	37	85/341,291 06/08/2011	4,101,715 02/21/2012	Registered	Thermon Manufacturing Company
US	Thermon	37	85/341,280 06/08/2011	4,101,714 02/21/2012	Registered	Thermon Manufacturing Company

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.

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