

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thermon Manufacturing Company		08/30/2007	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Lending Services Corporation as administrative and collateral agent
<b>Street Address:</b>	505 Fifth Avenue
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

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:	1729017	HSX
Registration Number:	2335934	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:	3159958	THERMON
Registration Number:	0743226	THERMON

CH \$490.00 0991613

Registration Number:	0790703	THERMON
Registration Number:	1161911	THERMOTUBE
Registration Number:	1884243	TRACEVIEW
Registration Number:	1742831	TSX
Registration Number:	2374909	TSX
Registration Number:	1153934	TUBETRACE

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-239-0310  
Email: jdavis@eapdlaw.com  
Correspondent Name: Jessica Davis  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	45550.0006
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jessica Davis/
Date:	09/04/2007

**Total Attachments: 7**  
source=Trademark#page1.tif  
source=Trademark#page2.tif  
source=Trademark#page3.tif  
source=Trademark#page4.tif  
source=Trademark#page5.tif  
source=Trademark#page6.tif  
source=Trademark#page7.tif

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 30, 2007, is between the undersigned ("Grantor"), and CIT Lending Services Corporation, in its capacity as administrative agent and collateral agent with an address of 505 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10017 (the "Collateral Agent") for the lenders party to the Credit Agreements referred to below.

## WITNESSETH:

WHEREAS pursuant to the terms of (x) that certain Credit Agreement dated as of August 30, 2007 (as it may be amended or modified from time to time the "U.S. Credit Agreement") among, Thermon Holding Corp., a Delaware corporation, as borrower (the "U.S. Borrower") and the guarantors from time to time party hereto, the lenders from time to time party hereto, CIT Lending Services Corporation, as administrative agent and collateral agent (in such capacity, the "U.S. Collateral Agent") and (y) that certain Credit Agreement dated as of August 30, 2007 (as it may be amended or modified from time to time the "Canadian Credit Agreement") among, Thermon Holdings ULC, an unlimited company existing under the laws of the Province of Nova Scotia, as borrower (the "Canadian Borrower") and the guarantors from time to time party hereto, the lenders from time to time party hereto, CIT Financial Ltd., as administrative agent and collateral agent (in such capacity, the "Canadian Collateral Agent" and, together with the U.S. Credit Agreement, the "Credit Agreements"), the lenders under each of the U.S. Credit Agreement and the Canadian Credit Agreement have agreed to extend credit and make certain financial accommodations to the U.S. Borrower and the Canadian Borrower, respectively, and;

WHEREAS pursuant to the Pledge and Security Agreement, dated as of August 30, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, the other Grantors party thereto and the U.S. Collateral Agent, Grantor granted to the U.S. Collateral Agent a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration demand, or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Loan Parties (as defined in the U.S. Credit Agreement) under the U.S. Credit Agreement and of the Loan Parties (as defined in the Canadian Credit Agreement) under the Canadian Credit Agreement;

WHEREAS the parties to each of the Credit Agreements contemplate and intend that, the Collateral Agent (as defined in each of the Credit Agreements) shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in each of the Credit Agreements) shall occur and be continuing, the right to exercise its remedies under such Credit Agreement in connection with all of Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to each of the Credit Agreements, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

Grantor hereby grants to the U.S. Collateral Agent (for the benefit of the Secured Parties (as defined in each of the Credit Agreements)) a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the U.S. Collateral Agent on behalf of and for the ratable benefit of the Lenders (as defined in each of the Credit Agreements), pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the security interest in the Trademark 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks, any other applicable United States government officer or any applicable foreign government office record this Agreement.

***Section 6. Termination***

Upon the payment in full of all amounts due under the U.S. Credit Agreement and under the Canadian Credit Agreement (in each case, except those obligations which expressly survive termination of each of the Credit Agreements), the U.S. Collateral Agent shall execute, acknowledge, and deliver to the Grantor the proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

***Section 7. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

The lien and security interest evidenced by this document and the exercise of any right or remedy by the U.S. Collateral Agent in respect thereto is second in priority and subject to the interest of CIT Lending Services Corporation, individually and as U.S. First Lien Agents and is subject to the terms of the Intercreditor Agreement dated as of August 30, 2007, as amended, supplemented, modified or replaced from time to time in accordance with the terms thereof among CIT Lending Services Corporation as U.S. First Lien Agents and as U.S. Second Lien Agents, CIT Financial Ltd., as Canadian First Lien Agents and as Canadian Second Lien Agents and acknowledged by each of the borrowers and guarantors under the First Lien Credit Agreement and under the Second Lien Credit Agreements (solely with respect to this paragraph, all defined terms used herein have the meanings assigned thereto in the Intercreditor Agreement referenced herein).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

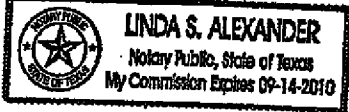
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ThERMON MANUFACTURING COMPANY

By: [Signature]  
Name: Mark Burdick  
Title: President

State of Texas )  
County of Hays ) ss.:

This instrument was acknowledged before me on August 28 2007, by Mark Burdick the President of Thermon Manufacturing Company a Texas corporation, on behalf of said corporation.



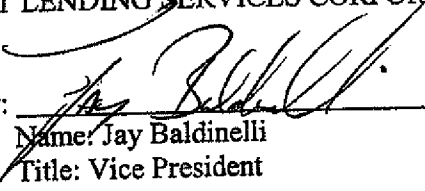
Linda S. Alexander  
Notary Public  
State of Texas  
Printed Name: Linda S. Alexander  
My Commission expires: 9-14-2010

[Signature Page to Second Lien Trademark Security Agreement]

COLLATERAL AGENT:

CIT LENDING SERVICES CORPORATION

By: \_\_\_\_\_




  
Name: Jay Baldinelli  
Title: Vice President

*[Signature Page - Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 003614 FRAME: 0173**

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**Thermon Manufacturing Company - U.S. Registered Trademarks**

Mark	Registration No.	Registration Date
COMPUTRACE	0,991,613	8/20/1974
FLEXIPANEL	1,025,177	11/18/1975
HEAT CHEK	2,053,036	4/15/1997
HEET SHEET	1,109,271	12/19/1978
HSX	1,729,017	11/3/1992
HSX	2,335,934	3/28/2000
SAFETRACE	2,305,399	1/4/2000
SNAP-TRACE	1,040,509	6/1/1976
THE HEAT TRACING SPECIALISTS	1,986,684	7/16/1996
THERMON	3,159,959	10/17/2006
THERMON	0,649,153	7/30/1957
THERMON 	3,159,958	10/17/2006
THERMON 	0,743,226	1/8/1963
THERMON 	0,790,703	6/8/1965
THERMOTUBE	1,161,911	7/21/1981
TRACEVIEW	1,884,243	3/14/1995
TSX	1,742,831	12/29/1992
TSX	2,374,909	8/8/2000
TUBETRACE	1,153,934	5/12/1981


**Thermon Manufacturing Company - U.S. Pending Trademark Applications**

Mark	Application No.	Filing Date

**Thermon Manufacturing Company - Canada Registered Trademarks**

Mark	Registration No.	Registration Date



Mark	Registration No.	Registration Date
FLEXIPANEL	TMA240521	3/7/1980
HEAT CHECK & DESIGN 	TMA471896	3/4/1997
SAFETRACE	TMA536910	11/8/2000
THERMON	TMA161298	2/21/1969
THERMOTRACE	TMA283629	9/23/1983
ECONOCASE	TMA240522	3/7/1980
TRACEVIEW	TMA461138	8/16/1996
CELLEX	TMA391285	12/06/1991
ECONOTRACE	TMA240523	3/7/1980

**Thermon Manufacturing Company - Canada Pending Trademark Applications**

Mark	Application No.	Filing Date