

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERMON, INC.		12/14/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	991613	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:	1986684	THE HEAT TRACING SPECIALISTS	
Registration Number:	3159959	THERMON	
Registration Number:	649153	THERMON	
Registration Number:	790703	THERMON	
Registration Number:	743226	THERMON	
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	

CH \$565.00 991613

Property Type	Number	Word Mark
Registration Number:	4101714	THERMON
Serial Number:	87637983	SNAPTRACE
Serial Number:	87208153	TTS

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2072

NAME OF SUBMITTER: Melanie Jolson

SIGNATURE: /mj/

DATE SIGNED: 12/18/2017

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the “Agreement”), dated as of December 14, 2017, made by THERMON, INC., a Texas corporation, with an address at 100 Thermon Drive, San Marcos, TX 78666 (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at 10 S. Dearborn, Floor L2, Chicago, IL 60603-2300, as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of October 30, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Thermon Group Holdings, Inc., a Delaware corporation (“Holdings”), Thermon Holding Corp., a Delaware corporation (the “U.S. Borrower”), Thermon Canada, Inc., a Nova Scotia company (the “Canadian Borrower”); and together with the U.S. Borrower, the “Borrowers”), the Lenders and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the U.S. Borrower and other subsidiaries signatories thereto (including the Grantor) have executed and delivered a Guarantee and Collateral Agreement, dated as of October 30, 2017, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.
2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on

all of such Grantor's right, title and interest in and to all Trademarks now owned or anytime hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


[Remainder of page intentionally blank; signatures on following pages]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

THERMON, INC.

By: 
Name: Sarah Alexander
Title: General Counsel and Secretary

JPMORGAN CHASE BANK, N.A.

By: 
Name: Melissa Burnett
Title: Relationship Executive

SCHEDULE A

UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

Mark	Owner	Registration/ Serial No.
Computrace	Thermon, Inc. (formerly Thermon Manufacturing Company)	991,613 08/20/1974 72/447,373 01/31/1973
Flexipanel	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,025,177 11/18/1975 73/028068 07/29/1974
Heat Chek and Design	Thermon, Inc. (formerly Thermon Manufacturing Company)	2,053,036 04/15/1997 74/441,965 09/29/1993
Heet Sheet	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,109,271 12/19/1978 73/139,630 09/01/1977
HSX	Thermon, Inc. (formerly Thermon Manufacturing Company)	2,335,934 03/28/2000 75/708,000 05/17/1999
HSX (stylized)	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,729,017 11/03/1992 74/183,129 07/08/1991
Safetrace	Thermon, Inc. (formerly Thermon Manufacturing Company)	2,305,399 01/04/2000 75/449,249 03/12/1998
The Heat Tracing Specialists	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,986,684 07/16/1996 74/614,935 12/23/1994
Thermon	Thermon, Inc. (formerly Thermon Manufacturing Company)	3,159,959 10/17/2006 78/141,913 05/07/2004
Thermon	Thermon, Inc. (formerly Thermon Manufacturing Company)	649,153 07/30/1957 72/004/493 03/13/1956
Thermon & Design	Thermon, Inc. (formerly Thermon Manufacturing Company)	790,703 06/08/1965 72/142,663 04/19/1962
Thermon & Design	Thermon, Inc. (formerly Thermon Manufacturing Company)	743,226 01/08/1963 72/137,819 02/12/1962
Thermon Design Logo	Thermon, Inc. (formerly Thermon Manufacturing Company)	3,159,958 10/17/2006 78/414,902 05/07/2004
Thermotube	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,161,911 07/21/1981 73/226,536 08/07/1979

Mark	Owner	Registration/ Serial No.
Traceview	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,884,243 03/14/1995 74/394,423 05/25/1993
TSX	Thermon, Inc. (formerly Thermon Manufacturing Company)	2,374,909 08/08/2000 75/708,382 05/17/1999
TSX	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,742,831 12/29/1992 74/182,949 07/08/1991
Tubetrace	Thermon, Inc. (formerly Thermon Manufacturing Company)	1,153,934 05/12/1982 73/226,099 08/06/1979
Thermon & Design	Thermon, Inc. (formerly Thermon Manufacturing Company)	4,101,715 02/21/2012 85/341,291 06/08/2011
Thermon	Thermon, Inc. (formerly Thermon Manufacturing Company)	4,101,714 02/21/2012 85/341,280 06/08/2011
SnapTrace	Thermon, Inc.	87/637,983 10/09/2017
TTS	Thermon, Inc. (formerly Thermon Manufacturing Company)	87/208,153 10/19/2016