

09-12-2000



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RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

09/12/2000 MTHAI1 00000128 09397403
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Mail documents to be recorded with required cover sheet(s) information to:

PATENT
REEL: 011050 FRAME: 0647

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane P. Miles
Name of Person Signing

Jane P. Miles
Signature

August 11, 2000
Date

**SCHEDULE A-1
TO PATENT COLLATERAL AGREEMENT**

PATENT APPLICATION

APPLICATION NO.

US 09/397403

TITLE

Floor Box Cover Assembly

FILING DATE

9/16/99

PATENT COLLATERAL AGREEMENT

This 8th day of August, 2000, THE LAMSON & SESSIONS CO., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 25701 Science Park Drive, Beachwood, Ohio 44122, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Credit Agreement dated of even date herewith between the Debtor, the guarantors party thereto, Harris, individually and as administrative agent and the other lenders from time to time party thereto (said Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and


(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses 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 WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

THE LAMSON & SESSIONS CO.

By 
Name James J. Abel
Its Executive Vice President + C.F.O.

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

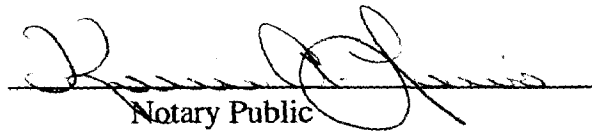
By 
Name Peter Krawchuk
Its Managing Director

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga)

I, Kerrie A. Lewis a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Abel, Executive Vice President & CFO of The Lamson & Sessions Co., and Secretary of said corporation, who ~~is~~ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such person appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of August, 2000.

(NOTARIAL SEAL)


Notary Public

My Commission Expires:

KERRIE A LEWIS
(Type or Print Name)

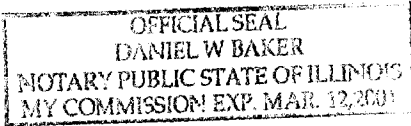
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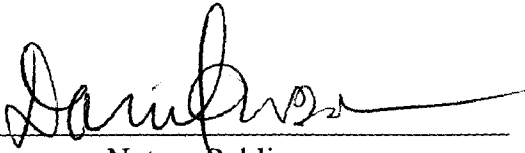
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Daniel W. Baker, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter Krawchuk, Managing Director of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of August, 2000.

(NOTARIAL SEAL)





Notary Public

Daniel W. Baker

(Type or Print Name)

My Commission Expires:

**SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT**

PATENT LICENSES

<u>LICENSOR</u>	<u>PRODUCT</u>
Arlington Industries, Inc.	Plates for weatherproof covers
Tri-Var Corporation - J. Alan Gibson	Dimmer for Christmas tree lights
Arnco Corporation	High Density polyurethane conduit
KayBee Electric - Steven J. Kohnen	Curved lid junction box

CL: 521956v1

RECORDED: 08/15/2000

**PATENT
REEL: 011050 FRAME: 0654**