

10-30-2002

FORM PTO-1596
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

10/30/02
RECORD



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Lamson & Sessions Co.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: October 18, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Schedule A-1

B. Patent No.(s)

See Schedule A-1

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

FEDERAL
RESEARCH

1030 Fifteenth Street, NW, Suite 920
Washington, DC 20005

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 280.⁰⁰

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Gregory T. Pealer

Name of Person Signing

Gregory T. Pealer (BT)
Signature

October 28, 2002

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

10/31/2002 6TON11 00000044 5522577

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PATENT
REEL: 013417 FRAME: 0308

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

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
5522577	Ceiling Fan Support Arrangement	6/4/96
D367847	Ceiling Fan Support Arrangement	3/12/96
D443863	Flexible Conduit Elbow for interconnecting sections of rigid electrical conduit	6/19/01
5289934	Adjustable Mounting Assembly for Electrical Outlet Box	3/1/94
D459312	Gangable Electrical Assembly	6/25/02
29/149755	Low Voltage Electrical Assembly	5/14/02
D463376	Dual Voltage Electrical Assembly	9/24/02

U.S. PATENT APPLICATION NUMBER	TITLE OF PATENT	FILING DATE
	None	

PATENT COLLATERAL AGREEMENT

This 18th day of October, 2002, 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

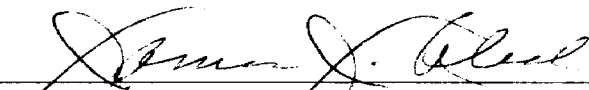
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each 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 dated as of August 8, 2000, between Debtor and Secured Party, as the same has been or may be amended, modified or restated from time to time (the "Security Agreement").

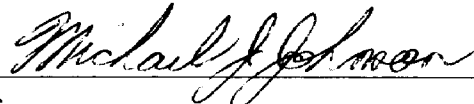
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the 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
ted as of the date and year last above written.

THE LAMSON & SESSIONS CO.

By 
Name James J. Abel
Its Executive VP & CFO

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By 
Name MICHAEL J. JOHNSON
Its MANAGING DIRECTOR

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

PATENT LICENSES

None