



**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
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None		
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U.S. PATENT APPLICATION NUMBER	TITLE OF PATENT	FILING DATE
10/077456	Conduit Connector Apparatus	2/15/02

## 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

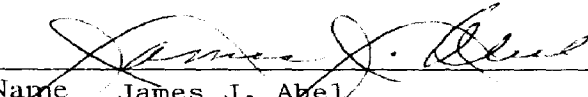
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each 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 executed 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

**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
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None		
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U.S. PATENT APPLICATION NUMBER	TITLE OF PATENT	FILING DATE
10/022693	Decorative Candle Lamp	12/17/01

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

**PATENT LICENSES**

None