

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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 N.A., 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: June 29, 2005

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, attached

B. Patent No(s).

See Schedule A-1, attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: John R. Crossan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and patents involved: 45

7. Total fee (37 CFR 3.41)\$ 1,800.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0305

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

Attorney Docket No. 1612043

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9. Signature:

John R. Crossan

Name of Person Signing

Signature

July 1, 2005

Date

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

7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
Commissioner of Patents & Trademarks, Box Assignments
Washington, DC 20231

**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
5680112	Wireless Audible Indication System With Battery Status Indicator	10/21/97
6175298	CD Quality Wireless Chime	01/16/01
6325424	Coupling Assembly Having Enhanced Axial Tension Strength	12/04/01
6209607	Conduit-Making Apparatus With A Multiple Diameter Winding Drum	04/03/01
6198045	Metal Stud Electrical Box	03/06/01
6176934	Floor Box Cover Assembly	01/30/01
6450353	Floor Box Cover Assembly	09/17/02
6265662	Floor Box Cover Assembly	07/24/01
6423897	Electrical Utility Box	07/23/02
6545595	CD Quality Wireless Door Chime	04/08/03
6759955	Doorbell System	07/06/04
6710245	Gangable Electrical Unit	03/23/04
6808297	Decorative Candle Lamp	10/26/04

D462664	Low Voltage Electrical Assembly [design]	09/10/02
6768050	Conduit Connector Apparatus	07/27/04
6739630	Pipe Joint And Coupling	05/25/04
D474302	Base Portion Of Candle Lamp [design]	05/06/03
6739629	Bell And Spigot Joint With Locking Strap	05/25/04
D501915	U-Bend Fitting [design]	02/15/05
6812405	Electrical Bracket	11/02/04
D506183	Electrical Box With Adapters [design]	06/14/05
6872884	Gangable Electrical Unit	03/29/05
6870101	Electrical Bracket	03/22/05

U.S. PATENT PLICATION NUMBER	TITLE OF PATENT	FILING DATE
10/448167	Wellbore Apparatus	05/29/03
10/610042	Method And Components For Repairing Broken Conduit Extending From Concrete Foundations	06/30/03
10/672543	Pipe Joint And Couplers	09/26/03
10/679047	Duct With Wire Locator	10/03/03
10/680630	Electrical Outlet Box With Alternative Mounting Flanges	10/07/03
10/680637	Mud Box And Adapters	10/07/03

10/680795	Electrical Box Support	10/07/03
10/680798	Outlet Box Knockout	10/07/03
29/191392	Electrical Outlet Box [design]	10/07/03
29/191433	Electrical Mud Box [design]	10/07/03
10/729739	Fitting For ENT Tubing	12/05/03
29/201247	Low Voltage Bracket [design]	03/11/04
10/808853	Electrical Mud Box With Removable Cover	03/25/04
10/832157	Breakaway Member	04/26/04
10/903196	Transition Adapter For Electrical Conduit	07/30/04
10/903197	Tubular Reducer Fitting For ENT Tubing	07/30/04
10/909045	Fitting For Converting An ENT Socket To A Schedule 40 Socket	07/30/04
10/948852	Floor Box	09/24/04
10/995999	Conduit Support	11/23/04
11/014136	Outlet Box Knockout	12/16/04
11/045725	Electrical Bracket	01/27/05
11/121416	Electrical Outlet Box With Alternative Mounting Flanges	05/04/05

PATENT COLLATERAL AGREEMENT

This 29th day of June, 2005, 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 N.A., a national banking association ("*Harris*") with its main office and mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the various secured creditors pursuant to that certain Second Amended and Restated 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 Amended and Restated Security Agreement dated as of June 29, 2005, between Debtor and Secured Party, as the same has been or may be amended, modified or restated from time to time (the "*Security Agreement*").

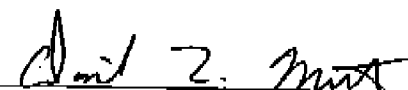
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement, the 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 VICE PRESIDENT +
CHIEF FINANCIAL OFFICER

HARRIS N.A., as Administrative Agent

By 
Name David L. Mistic
Its Vice President

SCHEDULE A-2
TO PATENT COLLATERAL AGREEMENT

PATENT LICENSES