

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lamson & Sessions Co.		07/17/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Valley-Todeco, Inc.		
Street Address:	12975 Bradley Ave.		
City:	Sylmar		
State/Country:	CALIFORNIA		
Postal Code:	91342		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1058213	VT	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-6141		
Email:	joelhernandez@paulhastings.com		
Correspondent Name:	Joel M. Hernandez		
Address Line 1:	515 S. Flower St.		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	03774.00002		
NAME OF SUBMITTER:	/Joel M. Hernandez/		
Signature:	/Joel M. Hernandez/		
Date:	07/18/2008		

CH \$40.00 1058213

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 17th day of July, 2008, by and between The Lamson & Sessions Co., an Ohio corporation ("*Assignor*"), and Valley-Todeco, Inc., a California corporation ("*Assignee*").

WHEREAS, Assignor owns the entire right, title and interest in and to those trademarks identified on Schedule A attached hereto and incorporated by reference herein (the "*Trademarks*") and the goodwill of the business associated therewith and all causes of action relating thereto; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's entire right, title and interest in and to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of the entire right, title and interest of Assignor in and to the Trademarks and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the business to which the Trademarks pertain and the goodwill associated with the business in connection with which the Trademarks have been used.

2. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Assumption. Assignee hereby (i) accepts the foregoing assignment, transfer, conveyance and delivery, and (ii) assumes and agrees to discharge and perform all of the liabilities and obligations so assigned, transferred, conveyed or delivered and all liabilities and obligations that relate thereto, whether such liabilities or obligations arise out of facts, circumstances, events, incidents, actions or operations occurring, existing or asserted before, on or after the date hereof.

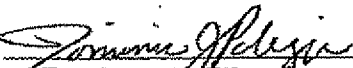
4. Binding Effect and Governing Law. This Assignment is binding on Assignor, and its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns, and shall be construed and enforced in accordance with the laws of the State of California without regard to the conflict or choice of law rules of California or any other jurisdiction.

5. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

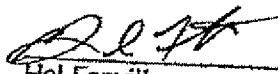
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their respective duly authorized representative to execute this Assignment as of the date first written above.

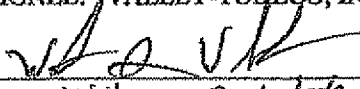
ASSIGNOR: THE LAMSON & SESSIONS CO.

By 
Name: Dominic B. Messer
Title: President

Approved For Signature
Thomas & Betts Corp. Legal Dept.


Hal Fonville

ASSIGNEE: VALLEY-TODECO, INC.

By 
Name: William G. White
Title: President

[Signature Page to Trademark Assignment]

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SCHEDULE A

Mark	Country	Filing Date	Registration No.	Issue Date
VT	United States	5/19/1975	1058213	2/8/1977