

09-12-2000



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MDD 8:15:00

RECORDATION FORM COVER SHEET
TRADEMARKS 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 ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other Collateral Agreement
- Effective Date
Month Day Year
8 8 00

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Dimango Products Corporation

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Michigan

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Harris Trust and Savings Bank, as Administrative Agent

DBA/AKA/TA

Composed of

Address (line 1) 111 West Monroe Street

Address (line 2)

Address (line 3) Chicago

City

Illinois

State/Country

60603

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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 should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization Illinois

9/12/2000 MTHA11 00000136 74454612

FOR OFFICE USE ONLY

1 FC:481
3 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002134 FRAME: 0646

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)

Correspondent Name and Address

Area Code and Telephone Number

Name

Jane P. Miles

Address (line 1)

Chapman and Cutler

Address (line 2)

111 West Monroe Street

Address (line 3)

Chicago, IL 60603

Address (line 4)

Pages

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

#

9

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

See Schedule A-1 attached

Number of Properties

Enter the total number of properties involved.

#

6

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 Signed

CAM Number	Status	Application Number	Filing Date	Registration Number	Registration Date
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Mark: DIMANGO
Family Number: 427600402019

427600	402019	Registered	74/454612	05-Nov-1993	1907125	25-Jul-1995
Country: United States of America						
Owner: DIMANGO PRODUCTS CORP						
Classes: 9						

Mark: EXTEND-A-CHIME
Family Number: 427600402020

427600	402020	Registered	74/454300	04-Nov-1993	1916051	05-Sep-1995
Country: United States of America						
Owner: DIMANGO PRODUCTS CORP						
Classes: 9						

Mark: FANSETTER
Family Number: 427600402024

427600	402024	Registered	75/280441	24-Apr-1997	2158823	19-May-1998
Country: United States of America						
Owner: DIMANGO PRODUCTS CORP						
Classes: 9						

Mark: PERSONALERT
Family Number: 427600402022

427600	402022	Registered	74/341547	21-Dec-1992	17880000	17-Aug-1993
Country: United States of America						
Owner: DIMANGO PRODUCTS CORP						
Classes: 9						

Monday, August 07, 2000

Lamson Sessions Dimango Trademarks

Page: 2

CAM Number	Status	Application Number	Filing Date	Registration Number	Registration Date
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Mark: SAFE & SOUND

Family Number: 427600402001

427600 402001	Registered	75/225500	14-Jan-1997	2153548	28-Apr-1998
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Country: United States of America Owner: DIMANGO PRODUCTS CORP

Classes: 9

Mark: SAFE AND SOUND

Family Number: 427600402023

427600 402023	Registered	72/389484	19-Apr-1971	927200	18-Jan-1972
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Country: United States of America Owner: DIMANGO PRODUCTS CORP

Classes: 9

TRADEMARK COLLATERAL AGREEMENT

This 8th day of August, 2000, DIMANGO PRODUCTS CORPORATION, a Michigan 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 Lamson & Sessions Co., the Debtor, the other 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 trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark 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 trademark 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 trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, 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*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

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 trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

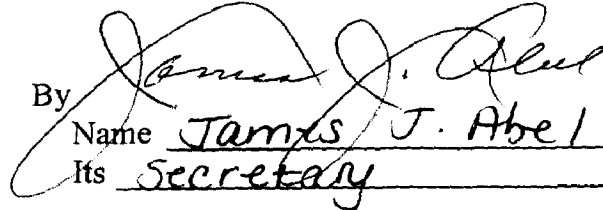
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DIMANGO PRODUCTS CORPORATION

By

Name

Its


James J. Abel
Secretary

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By

Name

Its

Peter Krawchuk
Managing Director

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 trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DIMANGO PRODUCTS CORPORATION

By _____
Name _____
Its _____

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

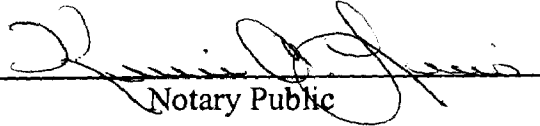
By 
Name PETER KRAWCHUK
Its MANAGING DIRECTOR

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, Secretary of Dimango Products Corporation, a Michigan corporation, and is Secretary of said corporation, who ~~are~~ 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 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

My Commission Expires: 9-18-03

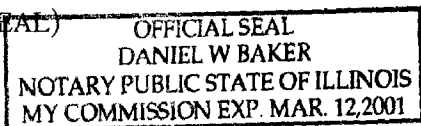
KERRIE A. LEWIS
(Type or Print Name)

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

My Commission Expires:

Daniel W. Baker
(Type or Print Name)

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

DEBTOR	MARK	SERIAL NO./REG. NO	FILING DATE/REG DATE	STATUS
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SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.