FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-15-00

12-26-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other Collateral Agreement

Effective Date Month Day Year: 10 23 00

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 10 23 00

Name: VisionTeq, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Florida

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60603 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: Illinois

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FOR OFFICE USE ONLY

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:

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 312-845-3421

Name

Address (line 1)

Address (line 2)

Address (line

Address (line

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

Enter the total number of pages including any attachments.

conveyance document # 6

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)		
			78010810		

Number of Properties

Enter the total number of properties involved. # 1

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	Jane P. Miles	November 10, 2000
Name of Person Signing	Signature	Date Signed

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of October, 2000, VISIONTEQ, INC., a Florida corporation (*"Debtor"*) with its principal place of business and mailing address at 6500 Northwest 15th Avenue, Fort Lauderdale, Florida, 33309, 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 as of August 8, 2000, as amended by the First Amendment and Consent to the Credit Agreement dated as of September 22, 2000, between The Lamson & Sessions Co., 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 the Debtor, as an additional guarantor pursuant to the Additional Guarantor Supplement dated as of even date herewith, 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 Supplemental Security Agreement bearing even date herewith between Debtor and Secured Party (the *"Supplemental 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.

CL: 535865

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 Supplemental 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.

VISIONTEQ, INC.

By _____
Name: James J. Abel
Its: Secretary and Treasurer

HARRIS TRUST AND SAVINGS BANK, as
Administrative Agent

By
Name _____
Its MICHAEL J. JOHNSON
VICE PRESIDENT

TRADEMARK
REEL: 002199 FRAME: 0635

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, Bonnie B. Kuhns a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Abel, _____ the Secretary of VisionTeq, Inc., a Florida corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such he 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 6 day of October, 2000.

(NOTARIAL SEAL)

Bonnie B. Kuhns
Notary Public

BONNIE B. KUHNS
(Type or Print Name)

My Commission Expires:

BONNIE B. KUHNS
Notary Public, State of Ohio
My Comm. Expires Aug. 25, 2002

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, CHRISTINE A. BOYD, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL JOHNSON, VP 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 HE, 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 23rd day of October, 2000.

(NOTARIAL SEAL)

"OFFICIAL SEAL"
Christine A. Boyd
Notary Public, State of Illinois
My Commission Exp. 12/09/2000

Christine Boyd
Notary Public

My Commission Expires:

(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
VisionTeq, Inc.	Omni Connex	78010810	6/1/00	Pending

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.