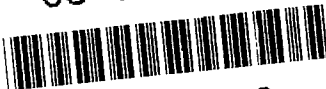


03-31-2005

REC  
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102971483

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

30292.5

**1. Name of conveying party(ies):**

General Electric Capital Corporation

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) January 27, 2005

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Lamson & Sessions Co.

Internal Address: \_\_\_\_\_

Street Address: 25701 Science Park Drive

City: Cleveland

State: Ohio

Country: US Zip: 44122

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Ohio
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0532098, 0829347, 0995761, 1012545, 1047561, 1047687, 1205454, 1247081, 1397667, 1438029, 1724592, 0871147

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kathie J. Kopczyk

Internal Address: Jones Day

North Point

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114

Phone Number: (216) 586-3939

Fax Number: (216) 579-0212

Email Address: kjkopczyk@jonesday.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers 0532098  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501432

Authorized User Name Kathie J. Kopczyk

**9. Signature:**

Kathie J. Kopczyk  
(Signature)

March 25, 2005  
Date

Kathie J. Kopczyk  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
MAR 29 2005  
PA 3 SA  
03/30/2005  
01 FC:6521  
02 FC:6522

RELEASE OF SECURITY INTERESTS IN PATENTS & TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS & TRADEMARKS (this "*Release*") is entered into between General Electric Capital Corporation, a Delaware corporation, as agent under the Loan Agreement referred to below (the "*Agent*"), and The Lamson & Sessions Co., an Ohio corporation ("*Lamson*").

WITNESSETH:

WHEREAS, the Borrower is the owner of the patents set forth on Exhibit A attached hereto (the "*Patents*");

WHEREAS, the Borrower is the owner of the trademarks set forth on Exhibit B attached hereto (the "*Trademarks*");

WHEREAS, pursuant to the Loan Agreement, dated as of February 13, 1992, as amended and restated as of July 14, 1995 and as further amended thereafter (the "*Loan Agreement*"), among Lamson, as the borrower, the lenders party thereto and the Agent, Lamson entered into a security agreement and other related agreements (the "*Security Documents*") whereby Lamson granted a continuing security interest to the Agent in the Patents, the Trademarks and certain other intellectual property (collectively, the "*Intellectual Property*"); and

WHEREAS, Lamson has fully repaid the Agent, all security interests in the Intellectual Property granted to the Agent by Lamson have terminated, and the Agent has released Lamson from the terms and conditions set forth in the Security Documents, all as evidenced by the Payoff and Release Letter attached hereto as Exhibit C.

NOW, THEREFORE, for good and valuable consideration received, the Agent does hereby release and discharge the security interest, liens, and all other rights it may have in the Intellectual Property, granted to it by Lamson in the Security Documents, which was recorded in the United States Patent and Trademark Office, to which reference may be had.

**[Remainder of Page Intentionally Left Blank]**

The undersigned has executed this Release on behalf of the Agent as of this 27  
day of January, 2005.

ATTEST: Jack F. Morrone

GENERAL ELECTRIC  
CAPITAL CORPORATION,  
as Agent

By: [Signature]  
Title: Duly Authorized Signatory

STATE OF ILLINOIS, COUNTY OF COOK, ss:

On this 27<sup>th</sup> day of January, 2005 before me personally appeared  
Jack Morrone, who being duly sworn deposes and says that he is the  
Duly Authorized Signatory of General Electric Capital Corporation and is duly authorized to  
execute this document.

[Signature]  
Notary Public

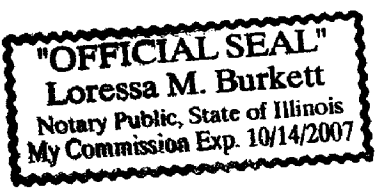


EXHIBIT A

PATENTS

<b>Patent Number</b>	<b>Title</b>
5135265	Multiple Passage Conduit Assembly
5096528	Method of Forming Chamfered Spigot End on Pipe
D286768	Electrical Outlet Box
4578528	Electrical Outlet Box and Method of Manufacturing Same
5084596	Electrical Box

EXHIBIT B

TRADEMARKS

<b>Registration Number</b>	<b>Mark</b>
0532098	Carlon
0829347	Carflex
0995761	Carlon PV-Mold
1012545	Zip-Box
1047561	Circuit Safe
1047687	P & C
1205454	P & C Flex
1247081	Flex-Plus
1397667	Vantage
1438029	N/A
1724592	Multi-Gard
0871147	Vylon

EXHIBIT C

See attached.

**GENERAL ELECTRIC CAPITAL CORPORATION**  
10 South LaSalle Street  
Suite 2800  
Chicago, Illinois 60603

August 8, 2000

The Lamson & Sessions Co.  
25701 Science Park Drive  
Cleveland, Ohio 44122-7313

*Re: Payoff and Release Letter for Loan Agreement  
with The Lamson & Sessions Co.*

Ladies and Gentlemen:

This letter will confirm on behalf of General Electric Capital Corporation, as the Agent under the Loan Agreement, dated as of February 13, 1992, as amended and restated as of July 14, 1995 and as further amended thereafter (as so amended, the "Loan Agreement"; defined terms used in the Loan Agreement are used herein with the same meanings), among The Lamson & Sessions Co. as the Borrower, the lenders party thereto and General Electric Capital Corporation, as the Agent (the "Agent"), that in exchange for, and upon the Agent's receipt of,

(A) payment of all of the amounts indicated on Schedule I attached hereto, by wire transfer of immediately available funds on August 8, 2000; and

(B) payment of \$13,992,461.55, by wire transfer of immediately available funds on August 8, 2000, to be held by the Agent as cash collateral until each of the Letters of Credit indicated on Schedule II attached hereto have been returned to the Agent for cancellation,

(1) all liens and security interests granted to the Agent in all Collateral securing the Loan Agreement and the other Loan Documents (and any other secured obligations identified therein) will terminate and all such Collateral shall be released from such liens and security interests; (2) the Agent will execute and deliver, and authorize the filing of, all necessary UCC-3 termination statements, mortgage releases and satisfactions and similar releases and terminations to so release such liens and security interests, and (3) the Agent will release the stock certificates previously pledged as part of the Collateral in accordance with instructions from the Borrower. The Borrower irrevocably instructs the Agent to deliver such stock certificates, together with all stock powers delivered therewith, to Chapman and Cutler, 111 West Monroe Street, 17<sup>th</sup> Floor, Chicago, Illinois 60603, Attention: Daniel W. Baker (312) 845-3790, and to deliver all such UCC-3 termination statements, releases and satisfactions contemplated hereby either to Mr. Baker or as he may direct.

CL: 52083v4

This letter will also confirm that, upon receipt of the payments described above, the Loan Agreement and the other Loan Documents will immediately be terminated, as will the obligations of the lenders under the Loan Agreement to extend credit to the Borrower. However, the Borrower shall continue to be obligated for the contingent reimbursement and indemnity obligations that, by the terms of the Loan Agreement, are stated to survive the termination thereof.

If the wire transfers of immediately available funds are not completed on August 8, 2000, this letter will still be effective, but additional per diem amounts will be due and must be included in the payment hereunder. The Agent will provide the Borrower with such additional per diem amounts in the event the wire transfers of immediately available funds are not completed on August 8, 2000. This letter will cease to be effective unless the entire payment due is received by the close of business on August 11, 2000.

Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION

By: Geoffrey K Hall  
Name: Geoffrey K Hall  
Title: Duly Authorized Signatory

AGREED:

THE LAMSON & SESSIONS CO.

By: \_\_\_\_\_  
Name:  
Title:

CL: 520838v4



This letter will also confirm that, upon receipt of the payments described above, the Loan Agreement and the other Loan Documents will immediately be terminated, as will the obligations of the lenders under the Loan Agreement to extend credit to the Borrower. However, the Borrower shall continue to be obligated for the contingent reimbursement and indemnity obligations that, by the terms of the Loan Agreement, are stated to survive the termination thereof.

If the wire transfers of immediately available funds are not completed on August 8, 2000, this letter will still be effective, but additional per diem amounts will be due and must be included in the payment hereunder. The Agent will provide the Borrower with such additional per diem amounts in the event the wire transfers of immediately available funds are not completed on August 8, 2000. This letter will cease to be effective unless the entire payment due is received by the close of business on August 11, 2000.

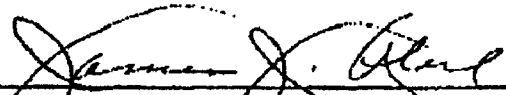
Very truly yours,

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

AGREED:

THE LAMSON & SESSIONS CO.

By:   
Name: James J. Abel  
Title: Executive V.P. & Chief Financial Officer

CL: 5208384

#3448 P.002/002

LAMSON/BEACHWOOD

AUG.08.2000 12:12 216 514 6925