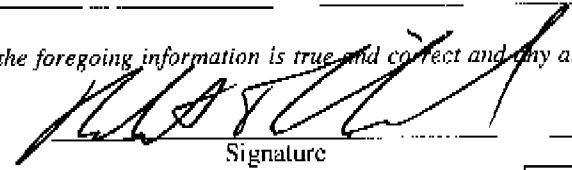


Form PTO 159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Lamson & Sessions Co.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Ohio</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) <u>Bank of Montreal, as successor to Harris</u> Name: <u>N.A., as Administrative Agent</u> Internal Address: _____ Street Address: <u>115 South LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Chartered Bank of Canada</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional names(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 20, 2006</u>			4. Application number(s) or trademark number(s): A. Trademark Application No.(s) <u>See Schedule A-1, attached</u> B. Trademark Registration No.(s) <u>See Schedule A-1, attached</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>			6. Total number of applications and trademarks involved: 35 7. Total fee (37 CFR 3.41) <u>\$ 890.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0305</u> (Attach duplicate copy of this page if paying by deposit account) Attorney Docket No. <u>1644558</u>		
DO NOT USE THIS SPACE					
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.</i> <u>Robert J. Schneider</u>  <u>January 8, 2007</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 7					

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
 United States Patent and Trademark Office, Box Assignments
 Washington, DC 20231

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
CARLON	71/576112	03/26/49	532098	10/17/50
CARFLEX	72/231545	10/24/65	829347	05/30/67
VYLON	72/309240	10/09/68	871147	06/17/69
ZIP-BOX	72/430968	07/27/72	1012545	06/03/75
CARLON PY-MOLD	72/452126	03/21/73	995761	10/15/74
CIRCUIT SAFE	73/072039	12/17/75	1047561	09/07/76
P & C	73/077665	02/19/76	1047687	09/07/76
P & C FLEX	73/290756	12/22/80	1205454	08/17/82
FLEX-PLUS	73/362300	04/30/82	1247081	08/02/83
(tube design)[blue]	73/526501	03/12/85	1438029	04/28/87
SNAP-LOC	73/614766	08/14/86	1446418	07/07/87
(outlet box design)[blue]	73/695507	11/16/87	1686081	05/12/92
MULTI-GARD	74/141168	02/21/91	1724592	10/13/92
INTRA-GARD	74/349406	01/19/93	1829251	04/05/94
EXTEND-A-CHIME	74/454300	11/04/93	1916051	09/05/95
RISER-GARD	74/559078	08/03/94	1989112	07/23/96
LAMSON HOME PRODUCTS and Design	74/643629	02/28/95	1990912	08/06/96
RISER-GARD	75/015154	11/06/95	2001598	09/17/96
CARLON	74/683302	06/02/95	2036498	02/11/97
BORE-GARD	74/716836	08/17/95	2072554	06/17/97
PLENUM-GARD	74/578807	09/26/94	2104515	10/14/97
VYLON	75/060383	02/21/96	2157311	05/12/98
VYLON SLIPLINER	75/060674	02/21/96	2188134	09/08/98
LAMSON HOME PRODUCTS	75/532800	08/07/98	2276100	09/07/99
WIRE SAFE	75/570795	10/15/98	2400746	10/31/00

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
LEADERS OF THE UNDERGROUND	75/886054	01/03/00	2528335	01/08/02
SYMPHONY SERIES	76/112081	08/18/00	2542567	02/26/02
ECONNECT (Stylized)	76/114524	08/22/00	2828819	04/06/04
RESI-GARD	76/281906	07/09/01	2735371	07/08/03
PYRAMID INDUSTRIES	76/292898	07/31/01	3006820	10/18/05
CARLON SUPER BLUE	76/362397	01/24/02	2976840	07/26/05
CARLON	76/528450	07/09/03	3038928	01/10/06
MICRO-GARD	76/537496	08/14/03	3071456	03/21/06
ADJUST A BOX	76/542254	09/04/03	3005400	10/11/05
WEATHER GARD	78/936639	07/25/06		

TRADEMARK COLLATERAL AGREEMENT

This 20th day of November, 2006, 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 BANK OF MONTREAL, a chartered bank of Canada acting through its Chicago branch ("*BMO*") with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, as successor to Harris N.A., acting as agent hereunder for the various secured creditors pursuant to that certain Third Amended and Restated Credit Agreement dated of even date herewith between the Debtor, the guarantors party thereto, BMO, individually and as administrative agent and the other lenders and letter of credit issuers from time to time party thereto (BMO acting as such agent and any successor or successors to BMO 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

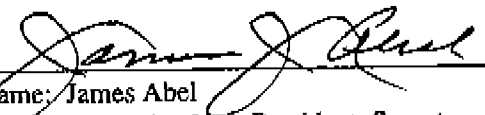
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed 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 Amended and Restated Security Agreement dated as of November 20, 2006, between Debtor and Secured Party, as the same has been or may be amended, modified or restated from time to time (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.

THE LAMSON & SESSIONS CO.

By 
Name: James Abel
Title: Executive Vice President, Secretary,
Treasurer & Chief Financial Officer

BANK OF MONTREAL, as Administrative Agent

By _____
Name _____
Its _____

Harris N.A. hereby joins in the execution and delivery of this Trademark Collateral Agreement to acknowledge the assignment of all right, title and interest in and to the Trademark Collateral Agreement and all of the collateral provided for herein to Bank of Montreal, as the successor Secured Party (which assignment is hereby made without representation, warranty, or recourse whatsoever, except as otherwise specifically provided for or referred to in the Security Agreement).

HARRIS N.A.

By _____
Name _____
Its _____

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.

THE LAMSON & SESSIONS CO.

By _____
Name: James Abel
Title: Executive Vice President, Secretary,
Treasurer & Chief Financial Officer

BANK OF MONTREAL, as Administrative Agent

By David L. Mistic
Name David L. Mistic
Its Vice President

Harris N.A. hereby joins in the execution and delivery of this Trademark Collateral Agreement to acknowledge the assignment of all right, title and interest in and to the Trademark Collateral Agreement and all of the collateral provided for herein to Bank of Montreal, as the successor Secured Party (which assignment is hereby made without representation, warranty, or recourse whatsoever, except as otherwise specifically provided for or referred to in the Security Agreement).

HARRIS N.A.

By David L. Mistic
Name David L. Mistic
Its Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None