

FORM PTO-1618A  
Expires 06/30/99  
OMB 0551-0027

08-0395  
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

- ☒ 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  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☒ Other  Release of Security Agreement

### Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  Harris Trust and Savings Bank

01-05-2009

Formerly

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

### Receiving Party

☐ Mark if additional names of receiving parties attached

Name  The Lamson & Sessions Co.

DBA/AKA/TA

Composed of

Address (line 1)  25701 Science Park Drive

Address (line 2)

Address (line 3)  Cleveland

City

Ohio

State/Country

44122

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ 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.)

☒ Citizenship/State of Incorporation/Organization  Ohio

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 (0551-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

700397493

Mail documents to be recorded with required cover sheet(s) Information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 005927 FRAME: 0923

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

703.415.0100

Name

Stewart L. Gitler

Address (line 1)

Hoffman, Wasson &amp; Gitler, P.C.

Address (line 2)

2461 South Clark Street

Address (line 3)

Suite 522

Address (line 4)

Arlington, VA 22202

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

#

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**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)**

871,147

1,047,687

1,724,592

1,829,251

2,072,554

2,157,311

2,188,134

**Registration Number(s)****Number of Properties**

Enter the total number of properties involved.

#

7

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

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:

#

08-2455

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.

Stewart L. Gitler

Name of Person Signing

Signature

Date Signed

1/27/09

TRADEMARK

REEL: 003927 FRAME: 0924

## RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

**THIS RELEASE OF THE PREVIOUSLY RECORDED SECURITY AGREEMENT** (this "Agreement") is made as of January 5th, 2009, by **Harris Trust and Savings Bank, as administrative agent**, an Illinois corporation (in such capacity, together with its successors and assigns in such capacity, the "Secured Party").

### RECITALS

A. Debtor and Secured Party have entered into that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a lien and security interest in the Collateral to secure the repayment of the Project Loan.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party releases and lien or encumbrance in all of all right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), presently existing, and such grant insofar as it applies to Collateral covered by any Agreement for the Patents, and Trademarks listed on the attached Schedule A.

The lien and security interest previously entered into between the Patent and Trademark owner is fully released in conjunction with the liens and security interests granted to Secured Party pursuant to any prior Agreement.

IN WITNESS WHEREOF, Secured Party has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

### SECURED PARTY:

**Harris Trust and Savings Bank, as  
administrative agent**

By: 

Name: Michael Giff

Title: Relationship Manager

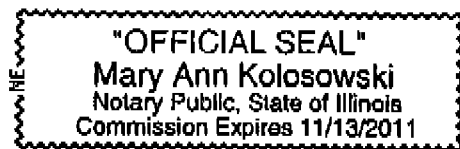
**TRADEMARK**

**REEL: 003927 FRAME: 0925**

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF KANE )

This instrument was acknowledged before me on JANUARY 5, 2009, by MICHAEL GIFT as RELATIONSHIP MANAGER of Harris Trust and Savings Bank, as administrative agent

Mary Ann Kolosowski  
Notary Public  
My commission expires: 11/13/11



**A**  
**SCHEDULE**  
**DESIGNATED INTELLECTUAL PROPERTY**

1. Patent No. 5,362,112; Date: 11/08/94; Pipe Joint Construction and Coupling Therefor
2. Patent No. 5,135,265; Date: 08/02/92; Multiple Passage Conduit Assembly
3. Patent No. 7,011,345B2; Date: 03/14/06; Pipe Joint & Couplers
4. Patent No. 5,709,411; Date: 01/20/98; Draft Compensating Coupling Member
5. Patent No. 6,325,424B1; Date: 12/04/01; Coupling Assembly Having Enhanced Axial Tension Strength
6. Patent No. 5,730,474; Date: 03/24/98; Pipe Joint and Pipe for Use Therefrom
7. Patent No. 5,096,528; Date: 03/17/92; Method of Forming Chamfered Spigot End on Pipe
8. Patent No. 6,209,607B1; Date: 04/03/01; Conduit-Making Apparatus with a Multiple Diameter Winding Drum
9. Patent No. 6,739,629B2; Date: 05/25/04; Bell and Spigot Joint with Locking Strap
10. Patent No. 6,739,630B2; Date: 05/25/04; Pipe and Joint Coupling

1. CA 2203211 2001-08-07 - Draft Compensating Coupling Member
2. CA 2419198 2006-08-08 Pipe Joint And Coupling
3. CA 2258339 2005-04-05 - Coupling Assembly Having Enhanced Axial Tension Strength And Method Of Installation Of Coupled Underground Duct
4. CA 2420707 2008-01-08 - Bell And Spigot Joint With Locking Strap
5. CA 2197824 2000-11-07 - Pipe Joint And Pipe For Use Therewith

1. Application CA 2201221 - Coupling Assembly Having Enhanced Axial Tension Strength And Method Of Installation Of Coupled Underground Duct
2. Application CA 2354468 - Conduit-Making Apparatus With A Multiple Diameter Winding Drum
3. Application CA 2354405 - Conduit-Making Apparatus With A Variable-Diameter Winding Drum

1. 211552 Coupling Assembly Having Enhanced Axial Tension Strength
2. 190962 Pipe Joint Construction and Coupling Therefor
3. 217110 Pipe Joint And Pipe For Use Therewith
4. 198687 Draft Compensating Coupling Member
5. 210891 Improved Joint for Variable Wall Thickness Conduit
6. 229435 Conduit-Making Apparatus With A Variable-Diameter Winding Drum

Trademark	Country	Status	Appl No	Reg No	Goods
BORE-GARD	U.S.	Registered	74/716,836	2,072,554	Plastic conduit for telecommunications use
INTRA-GARD	U.S.	Registered	74/349,406	1,829,251	Conduit for protecting fiber optic cables
LEADERS OF THE UNDERGROUND	U.S.	Abandoned	75/886,054	2,528,395	Plastic lining for the interior of pipes
MULTI-GARD	U.S.	Registered	74/141,168	1,724,592	Housings, fittings, innerducts, and conduit for protecting fiber optic cables
P&C	U.S.	Registered	73/077,665	1,047,687	Plastic conduit for electrical power and communication transmission
VYLON	U.S.	Registered	75/060,383	2,157,311	Plastic lining for the interior of pipes
VYLON	U.S.	Registered	72/309,240	0,871,147	Plastic pipe and fittings
VYLON SLIPLINER	U.S.	Registered	75/060,674	2,188,134	Plastic lining for the interior of pipes