

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lamson & Sessions Co.		09/24/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Lamson Pipe Company		
Street Address:	1299 Industrial Park Drive		
City:	Mountain Grove		
State/Country:	MISSOURI		
Postal Code:	65711		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3006820	PYRAMID INDUSTRIES	
Registration Number:	3071456	MICRO-GARD	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-586-7097		
Email:	lwcooper@jonesday.com		
Correspondent Name:	Lorri W. Cooper		
Address Line 1:	North Point, 901 Lakeside Ave.		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	175448-605001		
NAME OF SUBMITTER:	Amy E. Gagich		
Signature:	/Amy E. Gagich/		
Date:	10/05/2009		

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Total Attachments: 9

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made this 24th day of September, 2009, by and between The Lamson & Sessions Co., an Ohio corporation ("Assignor"), and LS Acquisition Co., a Missouri corporation, now known as Lamson Pipe Company ("Assignee") pursuant to the Certificate of Amendment filed with the State of Missouri on May, 26, 2009 (a copy of which is attached in Appendix A).

RECITALS

A. Pursuant to an Asset Purchase and Sale Agreement dated November 23, 2008 (the "Purchase Agreement"), Assignee has agreed to purchase the Acquired Assets (as defined in the Purchase Agreement) of the Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Purchase Agreement.

B. Assignor owns all right, title and interest in and to the Assigned Trademarks (as defined below).

C. Assignor desires to transfer and assign all right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

For valuable consideration (including that recited in the Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademarks listed in Appendix B, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all applications and registrations thereof; and (d) all renewals thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby assigns and transfers to Assignee, its successors, assigns and legal representatives the entire, full and exclusive right, title and interest in and to the Assigned Trademarks, including, without limitation, all income, royalties, damages and payments due or payable as of the Closing (including, without limitation, damages and payments for past infringements, misappropriations or other violations thereof) and the rights to sue and collect damages for infringements, misappropriations or other violations thereof with respect to the period of time after Closing.

3. Authorization of Commissioner of Trademarks. Assignor authorizes and requests that the United States Commissioner of Patents and Trademarks and any other similar government authority, including any foreign governmental entity, to record Assignee as owner of the Assigned Trademarks and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the

same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

4. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Assigned Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Trademarks, including, without limitation, testifying as to any facts relating to the Assigned Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Assigned Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

5. Miscellaneous.

a. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

b. Notwithstanding anything herein to the contrary, the provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment as provided in the Purchase Agreement.

c. This Assignment may be executed in multiple counterparts (including facsimile and other electronically transmitted counterparts), each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor
and Assignee as of the date first written above.

ASSIGNOR:

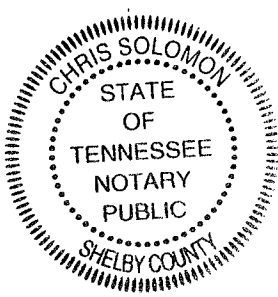
THE LAMSON & SESSIONS CO.

By W. David Smith
Name W. David Smith
Title Secretary

STATE OF Tennessee)
COUNTY OF Shelby) SS:

On this 18th day of September, 2009, before me personally appeared
W. David Smith, known to me to be Secretary (Title)
of THE LAMSON & SESSIONS CO., who acknowledged that he/she signed this
instrument as a free act on behalf of THE LAMSON & SESSIONS CO.

Chris Solomon
Notary Public
My commission expires:



MY COMMISSION EXPIRES
February 23, 2011

ASSIGNEE:

LAMSON PIPE COMPANY

By MIKE MORGAN
Name MM Morgan
Title PRESIDENT

STATE OF Missouri)
COUNTY OF Wright) SS:

On this 24th day of September, 2009, before me personally appeared Mike Morgan, known to me to be President (Title) of LAMSON PIPE COMPANY, who acknowledged that he/she signed this instrument as a free act on behalf of LAMSON PIPE COMPANY.

Kim Bell
Notary Public
My commission expires:



KIM BELL
My Commission Expires
August 29, 2012
Wright County
Commission #08565597

APPENDIX A

Certificate of Amendment changing name from LS Acquisition Co. to Lamson Pipe Company

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT

WHEREAS,


Lamson Pipe Company
00931960

Formerly,

LS Acquisition Co.

A corporation organized under The General and Business Corporations Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
26th day of May, 2009.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State.

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

File Number:
00931960
Date Filed: 05/26/2009
Robin Carnahan
Secretary of State

**Amendment of Articles of Incorporation
for a General Business or Close Corporation**

Pursuant to the provisions of the General and Business Corporation Law of Missouri, the undersigned Corporation certifies the following:

1. The present name of the Corporation is LS Acquisition Co.

Charter #: 00931960

The name under which it was originally organized was LS Acquisition Co.

2. An amendment to the Corporation's Articles of Incorporation was adopted by the shareholders on May 15, 2009

month/day/year

3. Article Number One is amended to read as follows:

The name of the corporation is: Lamson Pipe Company.

(If more than one article is to be amended or more space is needed attach additional pages)

(Please see next page)

Name and address to return filed document:

Name: C. Bradford Cantwell

Address: 2805 S. Ingram Mill Road

City, State, and Zip Code: Springfield, MO 65804

State of Missouri
Amend/Restate - Gen Bus 2 Page(s)



T0914811518

4. Of the 1000 shares outstanding, 1000 of such shares were entitled to vote on such amendment.

The number of outstanding shares of any class entitled to vote thereon as a class were as follows:

Class	Number of Outstanding Shares
<u>Common</u>	<u>1000</u>
_____	_____
_____	_____
_____	_____

5. The number of shares voted for and against the amendment was as follows:

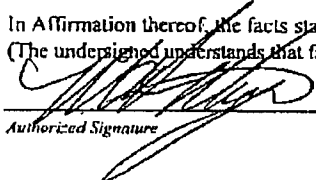
Class	No. Voted For	No. Voted Against
<u>Common</u>	<u>1000</u>	<u>0</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, the following is a statement of the manner in which such reduction shall be effected:

7. If the effective date of the amendment is to be a date other than the date of filing of the certificate of amendment with the Secretary of State, then the effective date, which shall be no more than 90 days following the filing date, shall be specified: _____

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)



Authorized Signature Michael R. Morgan President 5-15-09
Printed Name Title Date

APPENDIX B

Assigned Trademarks

No.	Country	Mark	Appl. No.	Reg. No.	Goods
1.	US	PYRAMID INDUSTRIES	76/292,898	3,006,820	Plastic conduit for use in protecting electrical, low-voltage, and fiber-optic cables in electrical installations.
2.	US	MICRO-GARD	76/537,496	3,071,456	Plastic conduit for electrical and telecommunications use.
3.	Mexico	PYRAMID INDUSTRIES	523452	763723	Conduit for use in protecting electrical, low-voltage, and fiber-optic cables
4.	Canada	PYRAMID INDUSTRIES	1128028	TMA587033	Conduit for use in protecting electrical, low-voltage, and fiber-optic cables