

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		01/27/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Lamson & Session Co.		
<b>Street Address:</b>	25701 Science Park Drive		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1058213	VT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	mmcguire@skadden.com		
<b>Correspondent Name:</b>	Skadden Arps Slate Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Jonathan Hillel, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	693010/3		
<b>NAME OF SUBMITTER:</b>	Jonathan Hillel		
<b>Signature:</b>	/jhillel/		

**900170588**

**TRADEMARK  
 REEL: 004270 FRAME: 0035**

**CH \$40.00 1058213**

Date:

08/30/2010

**Total Attachments: 8**

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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

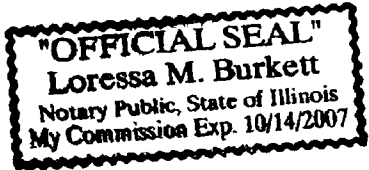


EXHIBIT A

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

CLI-1261430v2

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EXHIBIT B

TRADEMARKS

<b>Registration Number</b>	<b>Mark</b>
0532098	Carlton
0829347	Carflex
0995761	Carlton 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.

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**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 authorizes 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: 52038v4

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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: 520838W

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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.

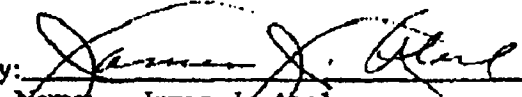
Very truly yours,

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: 520818-4

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LAMSON/BEACHWOOD

AUG.08.2000 12:12 216 514 6925

RECORDED: 03/29/2005

RECORDED: 08/30/2010

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