TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectuctual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leslie's Poolmart, Inc.		09/30/2009	CORPORATION: DELAWARE
LPM Manufacturing, Inc.		09/30/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1489780	CHLOR BRITE II
Registration Number:	2918981	FOR THE HEALTH OF YOUR POOL
Registration Number:	3177030	FRESH 'N CLEAR
Registration Number:	2860141	LESLIE'S SWIMMING POOL SUPPLIES
Registration Number:	2985063	LESLIE'S
Registration Number:	2860142	LESLIE'S SWIMMING POOL SUPPLIES
Registration Number:	2326605	OUTSIDE THE ORDINARY
Registration Number:	3106522	POOL FRESH
Registration Number:	2008596	POWER POWDER
Registration Number:	3080895	SANI-TOWER

CH $265.00 1489780

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	617-856-8145
Email:	ip@brownrudnick.com
Correspondent Name:	Mark S. Leonardo
Address Line 1:	One Financial Center
Address Line 2:	Brown Rudnick LLP
Address Line 4:	Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23595/50
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	10/14/2009

Total Attachments: 15
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), dated September 30, 2009, is by and among Leslie's Poolmart, Inc., a Delaware corporation ("**Poolmart**"), LPM Manufacturing, Inc., a California corporation ("LPM" and together with the Poolmart, "**Borrowers**") and Wells Fargo Retail Finance, LLC, a Delaware limited liability company, in its capacity as Agent under the Loan Agreement (the "**Agent**") for the benefit of itself and the Lenders (all as defined below).

W I T N E S S E T H:

WHEREAS, the Borrowers have adopted, used and are using, and are the owners of the entire right, title, and interest in and to, among other things, (a) the registered trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, and (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, the Borrowers and Agent are entering into that certain Second Amended and Restated Loan and Security Agreement, dated as of even date herewith (as may be amended, restated, modified and/or supplemented from time to time, the "**Loan Agreement**"; all capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement) by and among the Borrowers, the Lenders, and the Agent, pursuant to which the Agent, and Lenders agreed amend and restate the Existing Credit Agreement and continue to extend credit and make certain other financial accommodations to the Borrowers; and

WHEREAS, in order to induce Agent and Lenders to amend and restate the Loan Agreement and to continue to extend credit and provide other financial accommodations to Borrowers pursuant thereto, the Borrowers have agreed to amend and restate that certain Grant of Security Interest in Trademarks and Licenses dated as of June 22, 2000 (as amended through the date hereof, the "**Existing Intellectual Property Security Agreement**") pursuant to the terms of this Agreement and to grant to the Agent certain other security interests in other IP Collateral pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Secured Obligations, the Borrowers hereby grant to the Agent a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "**IP Collateral**"):

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(a) all of the Borrowers' now existing or hereafter acquired right, title, and interest in and to: (i) all of the Borrowers' trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "**Trademarks**");

(b) all of the Borrowers' now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Patents**");

(c) all of the Borrowers' now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "**Copyrights**");

(d) all General Intangibles connected with the use of, or related to, any of the foregoing, including the goodwill of the business conducted with, and symbolized by any Trademark, Patent or Copyright, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent or Copyright;

(e) all agreements, whether written or oral, providing for the grant to any Loan Party of any right under any Trademark, Patent, or Copyright, including without limitation, the agreements listed on Exhibit B hereto (all of the foregoing being collectively referred to herein as the "**Licenses**")

(f) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(g) the right to sue for past, present and future infringements thereof;

(h) all rights corresponding thereto throughout the world; and

(i) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by the Borrowers against third parties for past or future infringement of any of the IP Collateral.

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2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to the Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of the Secured Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Borrowers hereby represent, warrant and covenant with and to the Agent and the Lender Group the following:

(a) All of the existing IP Collateral is valid and subsisting in full force and effect, and the Borrowers own sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. The Borrowers shall, at the Borrowers' expense, perform all acts and execute all documents necessary to maintain the existence of the IP Collateral consisting of registered Trademarks, Patents and/or Copyrights as registered and to maintain the existence of all of the IP Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications, except to the extent that any failure to do so would not result in a Material Adverse Change. The IP Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the Permitted Liens, and (iii) the licenses and encumbrances described under Section 3(e) below.

(b) The Borrowers shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the IP Collateral, or otherwise dispose of any of the IP Collateral, in each case without the prior written consent of the Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by the Agent to any such action, except as such action is expressly permitted hereunder or in the Loan Agreement.

(c) The Borrowers shall, at the Borrowers' expense, promptly perform all acts and execute all documents reasonably requested at any time by the Agent, in its Permitted Discretion, to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the IP Collateral granted hereunder or to otherwise further the provisions of this Agreement. The Borrowers hereby authorize the Agent to file one or more financing statements (or similar documents) with respect to the IP Collateral. Each of the Borrowers further authorizes the Agent to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate federal, state or government office or in any other country.

(d) As of the date hereof, the Borrowers do not have any Trademarks, Patents or Copyrights registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect to any of the IP Collateral or otherwise encumbered such IP Collateral other than as set forth in Exhibit B hereto.

(e) The Borrowers shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to the Agent's exercise of the rights and remedies granted to the Agent hereunder and under the Loan Agreement; provided that the Agent shall not use such Special Power of Attorney unless an Event of Default has occurred and is then continuing.

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(f) The Agent may, in its Permitted Discretion, pay any amount or do any act which the Borrowers fail to pay or do as required hereunder or as requested by the Agent to preserve, defend, protect, maintain, record or enforce the Secured Obligations, the IP Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, reasonable and documented collection charges, and reasonable attorneys' fees and legal expenses. The Borrowers shall be liable to the Agent for any such payment of reasonable and documented fees, which payment shall be deemed an Advance by Agent to the Borrowers, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Secured Obligations secured hereby.

(g) If, after the date hereof, any Loan Party shall (i) obtain any registered trademark, patent or copyright, or apply for any such registration in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent or copyright registrations or applications for trademark, patent or copyright registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of the Agent, the Borrowers shall promptly execute and deliver to the Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by the Agent to evidence and/or perfect the security interest in and collateral assignment of such Trademark, Patent or Copyright, as the case may be, in favor of the Agent.

(h) Each of the Borrowers shall render any assistance, as the Agent reasonably shall determine, in its Permitted Discretion, is necessary, to the Agent in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any IP Collateral as the Borrowers' exclusive property and to protect the Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To the Borrowers' knowledge, no material infringement or unauthorized use presently is being made of any IP Collateral that would adversely affect in any material respect the use by the Borrowers of such IP Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder. The Borrowers shall promptly notify the Agent if the Borrowers (or any affiliate or subsidiary thereof) learn of any use by any person of any term or design which infringes on any IP Collateral or is likely to cause confusion with any such IP Collateral that could reasonably be expected to result in a Material Adverse Change. If requested by the Agent, the Borrowers, at the Borrowers' expense, shall join with the Agent in such action as the Agent, in Agent's Permitted Discretion, may deem advisable for the protection of Agent's interest in and to the IP Collateral.

(j) The Borrowers assume all responsibility and liability arising from the use of the IP Collateral and the Borrowers hereby indemnify and hold Agent and the Lender Group harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Loan Party (or any affiliate or subsidiary thereof) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Borrowers (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Secured Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

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(k) The Borrowers shall promptly pay the Agent for any and all expenditures made by the Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Secured Obligations, the IP Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, reasonable and documented collection charges, reasonable and documented travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Secured Obligations secured hereby.

(l) The Borrowers shall deliver to the Agent all documents, instruments and other items as may be necessary for the Agent to file this Agreement with the United States Patent and Trademark Office and the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby. If, before the Obligations are paid in full and the termination of the Credit Agreement, the Borrowers acquire any new IP Collateral or rights thereto, the Borrowers shall give to the Agent prompt written notice thereof, and this Agreement shall apply to any such new IP Collateral. The Borrowers shall: (i) prosecute diligently any trademark, patent or copyright application at any time pending; (ii) make application for registration or issuance of all new trademarks, patents and copyrights as reasonably deemed appropriate by the Borrowers; (iii) preserve and maintain all rights in the IP Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable the Agent to exercise its remedies with respect to the IP Collateral. The Borrowers shall not abandon any material right to file a trademark, patent or copyright application nor shall the Borrowers abandon any material pending trademark, patent or copyright application, or material Trademark, Patent or Copyright without the prior written consent of the Agent. The Borrowers represent and warrant to the Agent and Lender Group that the execution, delivery and performance of this Agreement by the Borrowers will not violate or cause a default under any of the IP Collateral or any agreement in connection therewith.

(m) The Borrowers, at their own cost, shall cooperate with the Agent to prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Copyright Office as is necessary to create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

The occurrence of any Event of Default, as such term is defined in the Loan Agreement is referred to herein as an "**Event of Default**".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Agent, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, Applicable Law or otherwise, the Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, the Borrowers except as such notice or consent is expressly provided for hereunder:

(a) The Agent may require, upon no less than five (5) Business Days prior notice to the Borrowers, that none of the Borrowers or any Affiliate or Subsidiary of the Borrowers make any use of the IP Collateral for any purpose whatsoever. The Agent may make use of any IP Collateral for the sale

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of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to the Agent by the Borrowers or any Subsidiary or Affiliate of the Borrowers or for such other reason as the Agent may determine in its Permitted Discretion.

(b) Upon no less than five (5) Business Days prior notice to the Borrowers, the Agent may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions, and in such manner, as the Agent shall in its Permitted Discretion deem appropriate, in accordance with the terms and conditions of the Loan Agreement. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) In accordance with the terms and conditions of the Loan Agreement, the Agent may assign, sell or otherwise dispose of the IP Collateral or any part thereof, either with or without special conditions or stipulations, upon the giving of five (5) days prior written notice to the Borrowers of any proposed disposition thereto. The Agent shall have the power to buy the IP Collateral or any part thereof, and the Agent shall also have the power to execute assurances and perform all other acts which the Agent may, in its Permitted Discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the IP Collateral pursuant to the terms hereof, the Agent may at any time (upon compliance with the notice periods set forth above) execute and deliver on behalf of the Borrowers, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the IP Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Borrowers agree to pay the Agent on demand all reasonable and documented costs incurred in any such transfer of the IP Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses, which shall be applied in accordance with the terms of the Loan Agreement. The Borrowers agree that the Agent has no obligation to preserve rights to the IP Collateral against any other parties.

(e) The Agent shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the IP Collateral in accordance with the terms and conditions of the Loan Agreement.

(f) The Borrowers shall supply to the Agent or to the Agent's designee, upon request, the Borrowers' knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and the Borrowers' customer lists and other records relating to the IP Collateral and the distribution thereof. So long as no Event of Default occurs and is continuing, the Agent and its designee, and the Lender Group shall maintain all such knowledge and expertise in strict confidence.

(g) Nothing contained herein shall be construed as requiring the Agent to take any such action at any time. All of the Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. COLLATERAL ASSIGNMENT OF IP COLLATERAL

Each Loan Party hereby collaterally assigns (and hereby grants an irrevocable non-exclusive license) to the Agent in and to all IP Collateral owned or used by such Loan Party to the extent necessary to enable the Agent, effective upon the occurrence and during the continuation of any Event of Default, to realize on the IP Collateral and any successor or assign to enjoy the benefits of the IP Collateral.

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Further, the Agent or its designees may utilize the IP Collateral in connection with any assignment, sale, or other disposition of any other IP Collateral. Notwithstanding any other provision of this Agreement, the collateral assignment and license shall not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This collateral assignment and license shall inure to the benefit of the Agent and its successor, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such collateral assignment and license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to the Borrowers or any other Person by Agent or any Lender.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. This Agreement is being executed and delivered by the Borrowers for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for its own benefit and the benefit of the Lender Group, under the Loan Agreement and the other Loan Documents. All provisions of the Loan Agreement and other Loan Documents shall apply to the IP Collateral. The Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement or any other Loan Document, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

8. AMENDMENT AND RESTATEMENT

This Agreement amends, restates and replaces the Existing Intellectual Property Security Agreement in its entirety. The Borrowers acknowledge and agree that (a) each reference in the Loan Documents to the "Intellectual Property Security Agreement" shall be a reference to this Agreement, (b) the amendment and restatement of the Existing Intellectual Property Security Agreement by this Agreement shall not be deemed to release any Liens granted to Agent under the Existing Intellectual Property Security Agreement or forgive any Obligations secured thereby, all of which Liens and Obligations shall continue in full force and effect and shall be governed by this Agreement.

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IN WITNESS WHEREOF, the Borrowers and the Agent have executed this Agreement as of the day and year first above written.

LESLIE'S POOLMART, INC.

By: _____
Name: STEVEN L. ORTEGA
Title: EVP & CHIEF FINANCIAL OFFICER

LPM MANUFACTURING, INC.

By: _____
Name: STEVEN L. ORTEGA
Title: EVP & CHIEF FINANCIAL OFFICER

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WELLS FARGO RETAIL
FINANCE, LLC

By: _____
Name: Jennifer Blanchette
Title: Vice President

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that LESLIE'S POOLMART, INC., (the "**Loan Party**"), hereby appoints and constitutes, severally, WELLS FARGO RETAIL FINANCE LLC, in its capacity as Agent under the Agreement (as defined below) (the "**Agent**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Loan Party:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Loan Party in and to any IP Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Loan Party, LPM Manufacturing, Inc., and the Agent (the "**Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are paid in cash in full.

Dated: September 30, 2009

LESLIE'S POOLMART, INC.

By: _____
Name: Steven L. Ortega
Title: Executive Vice President, Chief Financial Officer and Secretary

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that LPM MANUFACTURING, INC., (the "**Loan Party**"), hereby appoints and constitutes, severally, WELLS FARGO RETAIL FINANCE LLC, in its capacity as Agent under the Agreement (as defined below) (the "**Agent**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Loan Party:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Loan Party in and to any IP Collateral and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Agent, in its Permitted Discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Loan Party, Leslie's Poolmart, Inc., and the Agent (the "**Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Agreement, are paid in cash in full.

Dated: September 30, 2009

LPM MANUFACTURING, INC.

By: _____
Name: Steven L. Ortega
Title: Executive Vice President, Chief Financial Officer and Secretary

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademarks, Patents, Copyrights

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date	Renewal Date
CHLOR BRITE II	Reg. No. 1,489,780	Reg. Date 5/31/1988	5/31/2018
FOR THE HEALTH OF YOUR POOL	Reg. No. 2,918,981	Reg. Date 1/18/2005	1/18/2015
FRESH 'N CLEAR	Reg. No. 3,177,030	Reg. Date 11/28/2006	11/28/2016
LESLIE'S SWIMMING POOL SUPPLIES	Reg. No. 2,860,141	Reg. Date 7/6/2004	7/6/2014
LESLIE'S	Reg. No. 2,985,063	Reg. Date 8/16/2005	8/16/2015
LESLIE'S SWIMMING POOL SUPPLIES	Reg. No. 2,860,142	Reg. Date 7/6/2004	7/6/2014
OUTSIDE THE ORDINARY	Reg. No. 2,326,605	Reg. Date 3/7/2000	3/7/2010
POOL FRESH	Reg. No. 3,106,522	Reg. Date 6/20/2006	6/20/2016
POWER POWDER	Reg. No. 2,008,596	Reg. Date 10/15/1996	10/15/2016
SANI-TOWER	Reg. No. 3,080,895	Reg. Date 4/11/2006	4/11/2016

Trademark Application	Application/Serial Number	Application Date	Status
None			

LIST OF LICENSES

None.

LIST OF PATENTS AND PATENT APPLICATIONS

Patent	Registration Number	Issue Date	Expiration Date
Pool Grate	Patent No. D437,427	2/6/2001	2/5/2015

Patent Application	Application/Serial Number	Application Date	Status
None			

LIST OF LICENSES

None.

LIST OF COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

LIST OF LICENSES

None.

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF LICENSES GRANTED TO THIRD PARTIES AND ENCUMBRANCES

None.