

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Victor C. Yin		09/11/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Leslie's Poolmart, Inc.		
Street Address:	3925 E. Broadway Road, #100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2535435	SOLUTIONS	
Registration Number:	2524089	SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(512)853-8801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-853-8800		
Email:	ebmpto@intprop.com		
Correspondent Name:	Eric B. Meyertons		
Address Line 1:	P.O. Box 398		
Address Line 4:	Austin, TEXAS 78767-0398		
ATTORNEY DOCKET NUMBER:	6480-00100		
NAME OF SUBMITTER:	Eric B. Meyertons		
Signature:	/Eric B. Meyertons/		
Date:	10/12/2010		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of the 11 day of September, 2010 (the "Effective Date") is made by and between and Victor C. Yin (the "Assignor") and Leslie's Poolmart, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the trademark "Solutions" for use on or in connection with the goods set forth in U.S. trademark registrations nos. 2,535,435 and 2,524,089 (collectively, the "Trademarks"), and the goodwill of the business in connection with which the Trademarks are used and which is symbolized thereby associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned by Assignor to Assignee at its request and direction.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, and the goodwill of the business in connection with which the Trademarks are used, and all other corresponding rights (including all common law rights owned by Assignor in and to the "Solutions" trademarks for any other goods/services) that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and request the United States Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the 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.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Victor C. Yin
Victor C. Yin

STATE OF TEXAS)
COUNTY OF TRAVIS) SS:

On this 11th day of September, 2010 personally before me appeared Victor C. Yin who acknowledged that he signed this instrument as a free act on behalf of himself.



Nancy L. Lewis
Notary Public:
My commission expires: 11-14-2010

