TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leslie's Poolmart, Inc.		11/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street, 5th Flr
Internal Address:	Mail Code: CAS-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1489780	CHLOR BRITE II
Registration Number:	2918981	FOR THE HEALTH OF YOUR POOL
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
Registration Number:	2535435	SOLUTIONS
Registration Number:	2524089	SOLUTIONS
Registration Number:	3177030	FRESH 'N CLEAR

OP $315.00 1489780

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	12/03/2010

Total Attachments: 6
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EXECUTION VERSION

Trademark Security Agreement

Trademark Security Agreement, dated as of November 30, 2010, by Leslie's Poolmart, Inc. (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgor and Leslie's Holdings, Inc. are parties to a Guarantee and Collateral Agreement of even date herewith (the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks owned by such Pledgor listed on Schedule I attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing (other than Excluded Assets).

Notwithstanding the foregoing, there shall be no lien on or security interest granted or pledged by the Pledgor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

TRADEMARK
REEL: 004424 FRAME: 0343

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

Leslie's Poolmart, Inc.

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

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

Bank of America, N.A.,
as Administrative Agent

By: _____
Name:
Title: Robert Klawinski
Senior Vice President

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

Mark	Serial/Reg. No.	Reg. Date	Owner
CHLOR BRITE II	Serial No. 73/688,726; Reg. No. 1,489,780	5/31/1988	Leslie's Poolmart, Inc.
FOR THE HEALTH OF YOUR POOL	Serial No. 78/323,013; Reg. No. 2,918,981	1/18/2005	Leslie's Poolmart, Inc.
FRESH 'N CLEAR	Serial No. 78/793,675; Reg. No. 3,177,030	11/28/2006	Leslie's Poolmart, Inc.
LESLIE'S SWIMMING POOL SUPPLIES	Serial No. 78/216,101; Reg. No. 2,860,141	7/6/2004	Leslie's Poolmart, Inc.
LESLIE'S	Serial No. 78/323,010; Reg. No. 2,985,063	8/16/2005	Leslie's Poolmart, Inc.
LESLIE'S SWIMMING POOL SUPPLIES	Serial No. 78/216,107; Reg. No. 2,860,142	7/6/2004	Leslie's Poolmart, Inc.
OUTSIDE THE ORDINARY	Serial No. 75/689,333; Reg. No. 2,326,605	3/7/2000	Leslie's Poolmart, Inc.
POOL FRESH	Serial No. 78/653,583; Reg. No. 3,106,522	6/20/2006	Leslie's Poolmart, Inc.
POWER POWDER	Serial No. 75/022,777; Reg. No. 2,008,596	10/15/1996	Leslie's Poolmart, Inc.

Mark	Serial/Reg. No.	Reg. Date	Owner
SANI-TOWER	Serial No. 78/553,986; Reg. No. 3,080,895	4/11/2006	Leslie's Poolmart, Inc.
SOLUTIONS	Serial No. 75/847,730 Reg No. 2,535,435	2/5/2002	Leslie's Poolmart, Inc.
Solutions	Serial No. 75/847,053 Reg No. 2,524,089	1/1/2002	Leslie's Poolmart, Inc.

Applications:

None.