

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/16/2012	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Leslie's Poolmart, Inc.
Street Address:	3925 East Broadway Road, Suite 100
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85040
Entity Type:	CORPORATION: DELAWARE

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:	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
Registration Number:	2535435	SOLUTIONS
Registration Number:	2524089	SOLUTIONS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@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:	James P. Murphy, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	10/17/2012

Total Attachments: 7

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source=2 Trademark Release#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

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

- Individual(s)
- Association
- Partnership
- Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) US - FED

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10/16/2012

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Leslie's Poolmart, Inc.

Street Address: 3925 East Broadway Road, Suite 100

City: Phoenix

State: AZ

Country: USA Zip: 85040

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US - DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

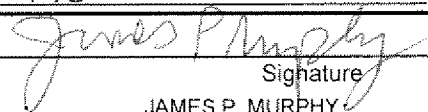
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
JAMES P. MURPHY

October 16, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS (this "Release") is made as of October 16, 2012 ("Effective Date") by and between Leslie's Poolmart, Inc. ("Poolmart"), LPM Manufacturing, Inc. ("LPM" and together with Poolmart, the "Grantors") and Bank of America, N.A., in its capacity as administrative agent under the Credit Agreement (as defined herein) for the benefit of itself and the Lenders (as defined herein), and its successors, assigns and other legal representatives ("Grantee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain (i) Trademark Security Agreement, dated as of November 30, 2010 (as amended, restated or otherwise modified as of the date hereof, the "Trademark Security Agreement"), by and among the Grantors and Grantee and (ii) Patent Security Agreement, dated as of November 30, 2010 (as amended, restated or otherwise modified as of the date hereof, the "Patent Security Agreement" and, together with the Trademark Security Security Agreement, the "Intellectual Property Security Agreements"), by and among the Grantors and Grantee, Grantors pledged, assigned and granted to Grantee a continuing security interest in and lien on and right of set-off against all of its right, title and interest in and to its IP Collateral (as defined herein), including without limitation the trademark registrations and applications set forth on Schedule A hereto and the goodwill associated therewith (collectively, the "Trademark Collateral") and the patent registrations and applications set forth on Schedule B hereto (collectively, the "Patent Collateral" and together with the Trademark Collateral, the "IP Collateral"), in order to secure obligations owed by Grantors under the Credit Agreement dated as of November 30, 2010 (the "Credit Agreement") by and among the Grantors, the financial institutions named therein, as lenders (the "Lenders"), and the Grantee, as Administrative Agent and a Lender;

WHEREAS, Grantors and Grantee entered into the Intellectual Property Security Agreements pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, the Intellectual Property Security Agreements were recorded with the United States Patent and Trademark Office ("PTO") at Reel 4424, Frame 0340 (the Trademark Collateral) and Reel 25441, Frame 0440 (the Patent Collateral) on December 3, 2010; and

WHEREAS, as of the date hereof, Grantors have satisfied all Obligations (as defined in the Credit Agreement) (other than any inchoate Obligations which have not been asserted, including any indemnification Obligations which survive the termination of the Credit Agreement) under the Loan Documents, including, without limitation, the obligations of the Lenders to provide credit thereunder, have been terminated (other than the provisions of the Loan Documents which, by their terms, survive the termination or cancellation of the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Intellectual Property Security Agreements, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the IP Collateral.

If and to the extent Grantee has acquired any right, title or interest to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to Grantors.

Grantee shall take all further actions, reasonably acceptable to Grantee, and provide to Grantors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantors, each at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF AMERICA, N.A.

By: Julian Cloud
Name /
Title
Julian Cloud
Vice President



Signature Page to Release of Security Interest in Patents and Trademarks


TRADEMARK
REEL: 004882 FRAME: 0946

Schedule A

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.
	Serial No. 78/323,010; Reg. No. 2,985,063	8/16/2005	Leslie's Poolmart, Inc.
	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.
SANI-TOWER	Serial No. 78/553,986; Reg. No. 3,080,895	4/11/2006	Leslie's Poolmart, Inc.

Mark	Serial/Reg. No.	Reg. Date	Owner
	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.

Schedule B

UNITED STATES PATENTS:

Issued Patents:

Title	Patent/Pub. No.	Patent Date	Appl. No.	Filing Date	Owner/Assignee
Pool Grate	D437,427	2/6/2001	29/112,413	10/14/1999	Leslie's Poolmart, Inc.

Applications:

None.