

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
Leslie's Poolmart, Inc.		10/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	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:	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:	10/18/2012

Total Attachments: 7

source=4 ABL Trademark Security Agreement Execution#page1.tif
source=4 ABL Trademark Security Agreement Execution#page2.tif
source=4 ABL Trademark Security Agreement Execution#page3.tif
source=4 ABL Trademark Security Agreement Execution#page4.tif
source=4 ABL Trademark Security Agreement Execution#page5.tif
source=4 ABL Trademark Security Agreement Execution#page6.tif
source=4 ABL Trademark Security Agreement Execution#page7.tif

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):

Leslie's Poolmart, Inc.

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

Citizenship (see guidelines) US - DE

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

Street Address: 100 Federal Street, 9th Floor

City: Boston

State: MA

Country: USA Zip: 02110

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

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

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

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

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

Trademark Security Agreement

Trademark Security Agreement, dated as of October 16, 2012, 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 ABL Collateral Agreement of even date herewith (the "ABL 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 ABL Collateral Agreement and used herein have the meaning given to them in the ABL 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 ABL 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 ABL Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the ABL Collateral Agreement, the provisions of the ABL Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

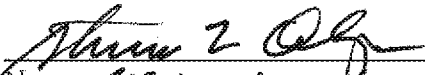
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment,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

[signature page follows]

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

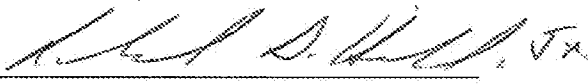
Very truly yours,

Leslie's Poolmart, Inc.

By: 
Name: *STEVEN C. ORTEGA*
Title: *Secretary, Executive Vice President
and Chief Financial Officer*

Accepted and Agreed:

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



By: 


Name: RICHARD D. HILL, JR.
Title: Managing Director

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.
	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.

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.
	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.