

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ram Chemical & Supply, Inc. | | 02/12/2013 | CORPORATION: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 1455 Market Street, 5th Floor | | |
| Internal Address: | Mail Code CA5-701-05-19 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94103 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1968201 | RAM | |
| Registration Number: | 1996691 | WAREHOUSE POOL SUPPLY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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: | 02/21/2013 | | |

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Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 12, 2013, by Ram Chemical & Supply, 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, Leslie's Poolmart, Inc. and Leslie's Holdings, Inc. are parties to a Guarantee and Collateral Agreement dated as of October 16, 2012 (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.

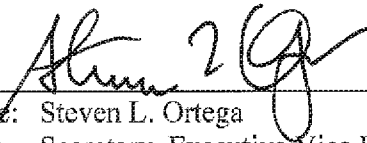
SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment,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

[signature page follows]

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,

Ram Chemical & Supply, Inc.

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

Accepted and Agreed:


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


Name
Title
William Clark
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

| Mark | Serial/Reg. No. | Reg. Date | Owner |
|---|---|-------------------|-----------------------------|
|  | Serial No. 74/648,643 Reg. No. 1,968,201 | April 16, 1996 | Ram Chemical & Supply, Inc. |
| WAREHOUSE POOL SUPPLY | Serial No. 74/678,843 Reg. No. 1,996,691 | April 27, 1996 | Ram Chemical & Supply, Inc. |

Applications:

None.