

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pool Supply World, Inc.	FORMERLY XPEM, Inc.	10/28/2013	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Leslie's Poolmart, Inc.		
Street Address:	2005 E. Indian School Rd.		
Internal Address:	Legal		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85519554	POOLSUPPLYWORLD	
Serial Number:	77822146	POOLSUPPLYWORLD	
Serial Number:	85638519	C	
Serial Number:	85052772		
Serial Number:	85919440		
CORRESPONDENCE DATA			
Fax Number:	6027342284		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6023663999		
Email:	blindquist@lesl.com		
Correspondent Name:	Ben Lindquist		
Address Line 1:	2005 E. Indian School Rd.		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Ben Lindquist		
SIGNATURE:	/Ben Lindquist/		
DATE SIGNED:	08/16/2016		
Total Attachments: 10			

OP \$140.00 85519554

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), dated as of October 28, 2013, is entered into by and between Pool Supply World, Inc., a California corporation (the "Assignor") and Leslie's Poolmart, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 28, 2013, (the "Purchase Agreement"), by and among Assignor, Assignee, Leslie's Holdings, Inc., Eric Brophy and Mark Krueger, pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademarks") among other Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Relation to Purchase Agreement. Nothing in this Assignment shall alter any liability or obligation of the Seller or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets.

4. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or

more counterparts have been signed by each of the parties and delivered to the other party.

5. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

6. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties as evidenced hereby.


[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

Pool Supply World, Inc.,
a California corporation

By:




Name: Mark Krueger
Title: CEO

Acknowledged and
Accepted:

ASSIGNEE:

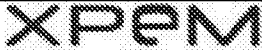
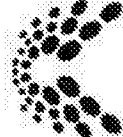


Leslie's Poolmart, Inc.,
a Delaware corporation

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

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 005858 FRAME: 0636

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
POOLSUPPLYWORLD	Serial No. 77/822,146 Reg. No. 3,813,307	Filing Date 9/8/2009 Reg. Date 7/6/2010	Pool Supply World, Inc.	Registered
POOLSUPPLYWORLD	Serial No. 85/519,554 Reg. No. 4,198,187	Filing Date 1/18/2012 Reg. Date 8/28/2012	Pool Supply World, Inc.	Registered
SMARTSHIP	Serial No. 85/361,874	Filing Date 7/1/2011	Pool Supply World, Inc.	Allowed
	Serial No. 85/318,260 Reg. No. 4,274,092	Filing Date 5/11/2011 Reg. Date 1/15/2013	Pool Supply World, Inc.	Registered
	Serial No. 85/638,519 Reg. No. 4,288,409	Filing Date 5/30/2012 Reg. Date 2/12/2013	Pool Supply World, Inc.	Registered
	Serial No. 85/052,772 Reg. No. 3,904,311	Filing Date 6/2/2010 Reg. Date 1/11/2011	Pool Supply World, Inc.	Registered
	Serial No. 85/919,440	Filing Date 4/30/2013	Pool Supply World, Inc.	Pending

2876489

ARTICLES OF INCORPORATION

FILED
in the office of the Secretary of State
of the State of California



MAY 02 2006

I

The name of this corporation is XPEM, Inc.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

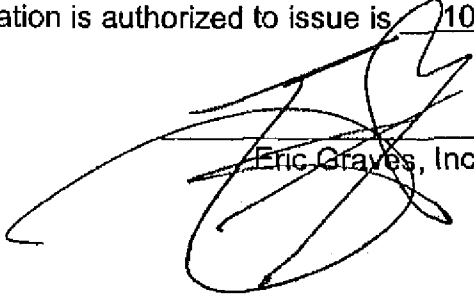
III

The name and address in the State of California of this corporation's initial agent for services of process is:

Name Eric Graves
Address 2377 Gold Meadow Way, Suite 100
City Gold River State CALIFORNIA Zip 95670

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10,000


Eric Graves, Incorporator

NETO

A0737876

FILED *cm/1/10*
Secretary of State
State of California

JAN 10 2013

lpc

2876489

**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and secretary, respectively, of XPEM, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is **Pool Supply World, Inc.**

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 2,000. The number of shares voting in favor of the amendment equally or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated:

1/7/12

Mark Krueger, President

Eric Graves, Secretary

TRADEMARK

REEL: 005858 FRAME: 0639

A0747372

JA/cm

NC70

2870489

FILED
Secretary of State
State of California

OCT 29 2013

lpc

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OF ARTICLES OF INCORPORATION

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1. They are the president and secretary, respectively, of Pool Supply World, Inc., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:


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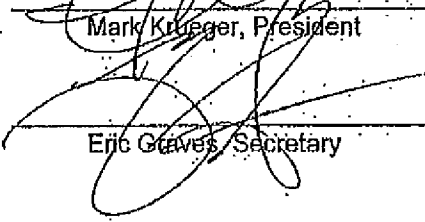
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated:

10/28/13



 Mark Krueger, President



 Eric Graves, Secretary



I hereby certify that the foregoing
transcript of _____ 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

AUG 10 2016 *APW*

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

2876489

ARTICLES OF INCORPORATION

FILED
in the office of the Secretary of State
of the State of California



MAY 02 2006

I

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II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

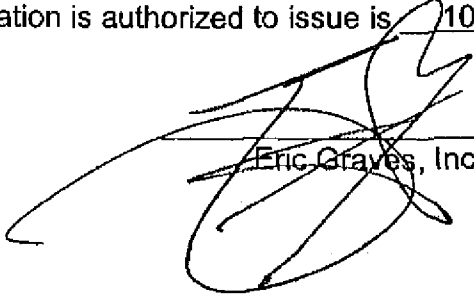
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Eric Graves, Incorporator