

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM395532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leslie's Poolmart, Inc.		08/16/2016	Corporation: DELAWARE
Ram Chemical & Supply, Inc.		08/16/2016	Corporation: TEXAS
Warehouse Pool Supply, Inc.		08/16/2016	Corporation: TEXAS
Cortz, Inc.		08/16/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Nomura Corporate Funding Americas, LLC, as Collateral Agent		
Street Address:	309 West 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 39			
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	
Registration Number:	1968201	RAM	
Registration Number:	1996691	WAREHOUSE POOL SUPPLY	
Registration Number:	3813307	POOLSUPPLYWORLD	
Registration Number:	4198187	POOLSUPPLYWORLD	

OP \$990.00 1489780

Property Type	Number	Word Mark
Registration Number:	4274092	XPEM
Registration Number:	4288409	C
Registration Number:	3904311	
Registration Number:	4454220	
Registration Number:	3384535	SPECIALTY POOL PRODUCTS
Registration Number:	3334661	SPECIALTY POOL PRODUCTS
Registration Number:	3380909	SPP
Registration Number:	2956270	AMERICA'S #1 DIRECT SOURCE FOR POOL SUPP
Registration Number:	4685472	AQUA SPLASH
Registration Number:	4686057	AQUA SPLASH PRO
Registration Number:	3044808	CHEMICALS TOMORROW!
Registration Number:	2225856	IN THE SWIM
Registration Number:	2185811	IN THE SWIM
Registration Number:	1636449	IN THE SWIM
Registration Number:	1639450	IN THE SWIM
Registration Number:	4366151	INSTANT LIQUID CHLORINE
Registration Number:	3040384	ORDER TODAY...CHEMICALS TOMORROW!
Registration Number:	4332109	PRO-STRENGTH
Registration Number:	3247414	PROTECTOR
Registration Number:	4332107	SURE-STRENGTH
Registration Number:	2277690	POOLSIDE EXPRESS
Registration Number:	3255690	MORE SUPPLIES THAN ANY STORE
Serial Number:	85361874	SMARTSHIP

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/18/2016

Total Attachments: 9

source=Trademark Agreement#page1.tif

source=Trademark Agreement#page2.tif

source=Trademark Agreement#page3.tif
source=Trademark Agreement#page4.tif
source=Trademark Agreement#page5.tif
source=Trademark Agreement#page6.tif
source=Trademark Agreement#page7.tif
source=Trademark Agreement#page8.tif
source=Trademark Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of August 16, 2016, by Leslie's Poolmart, Inc., a Delaware corporation, Ram Chemical & Supply, Inc., a Texas corporation, Warehouse Pool Supply, Inc., a Texas corporation, and Cortz, Inc., an Illinois Corporation (each, individually, a "Grantor" and, collectively, the "Grantors"), in favor of Nomura Corporate Funding Americas, LLC, in its capacity as administrative agent and collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Guarantee and Collateral Agreement dated as of August 16, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use"

application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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 Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

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

LESLIE'S POOLMART, INC.,
as a Grantor

By: _____
Name: Steven L. Ortega
Title: President and Chief Operating Officer

RAM CHEMICAL & SUPPLY, INC.,
as a Grantor

By: _____
Name: Steven L. Ortega
Title: President and Chief Operating Officer

WAREHOUSE POOL SUPPLY, INC.,
as a Grantor

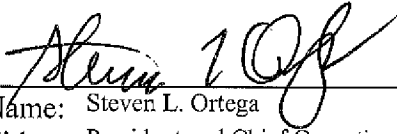
By: _____
Name: Steven L. Ortega
Title: President and Chief Operating Officer

CORTZ, INC.,
as a Grantor

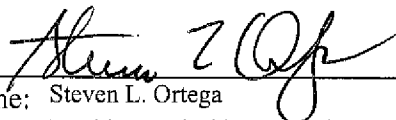
By: St M. Weddell
Name: Steven M. Weddell
Title: Secretary, Treasurer and Chief Financial Officer

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

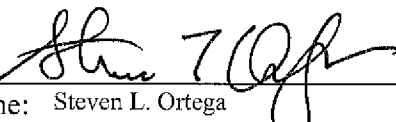
LESLIE'S POOLMART, INC.,
as a Grantor

By: 
Name: Steven L. Ortega
Title: President and Chief Operating Officer

RAM CHEMICAL & SUPPLY, INC.,
as a Grantor

By: 
Name: Steven L. Ortega
Title: President and Chief Operating Officer

WAREHOUSE POOL SUPPLY, INC.,
as a Grantor


By: 
Name: Steven L. Ortega
Title: President and Chief Operating Officer

CORTZ, INC.,
as a Grantor

By: _____
Name: Steven M. Weddell
Title: Secretary, Treasurer and Chief Financial Officer

Accepted and Agreed:

NOMURA CORPORATE FUNDING AMERICAS, LLC,
as Collateral Agent

By: 
Name: Lee Onie
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Leslie's Poolmart, Inc.	Serial No. 73/688,726; Reg. No. 1,489,780	CHLOR BRITE II
Leslie's Poolmart, Inc.	Serial No. 78/323,013; Reg. No. 2,918,981 (Cancelled)	FOR THE HEALTH OF YOUR POOL
Leslie's Poolmart, Inc.	Serial No. 78/793,675; Reg. No. 3,177,030	FRESH 'N CLEAR
Leslie's Poolmart, Inc.	Serial No. 78/216,101; Reg. No. 2,860,141	LESLIE'S SWIMMING POOL SUPPLIES
Leslie's Poolmart, Inc.	Serial No. 78/323,010; Reg. No. 2,985,063	
Leslie's Poolmart, Inc.	Serial No. 78/216,107; Reg. No. 2,860,142	
Leslie's Poolmart, Inc.	Serial No. 75/689,333; Reg. No. 2,326,605	OUTSIDE THE ORDINARY
Leslie's Poolmart, Inc.	Serial No. 78/653,583; Reg. No. 3,106,522	POOL FRESH
Leslie's Poolmart, Inc.	Serial No. 75/022,777; Reg. No. 2,008,596	POWER POWDER
Leslie's Poolmart, Inc.	Serial No. 78/553,986; Reg. No. 3,080,895	SANI-TOWER
Leslie's Poolmart, Inc.	Serial No. 75/847,730; Reg. No. 2,535,435	
Leslie's Poolmart, Inc.	Serial No. 75/847,053; Reg. No. 2,524,089	Solutions

Ram Chemical &
Supply, Inc.

Serial No.
74/648,643
Reg. No.
1,968,201



Warehouse Pool
Supply, Inc.

Serial No.
74/678,843
Reg. No.
1,996,691

WAREHOUSE POOL
SUPPLY

Leslie's Poolmart, Inc.

Serial No.
77/822,146
Reg. No.
3,813,307

POOLSUPPLYWORLD

Leslie's Poolmart, Inc.

Serial No.
85/519,554
Reg. No.
4,198,187

POOLSUPPLYWORLD

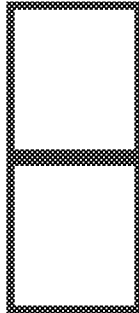
Leslie's Poolmart, Inc.

Serial No.
85/318,260
Reg. No.
4,274,092



Leslie's Poolmart, Inc.

Serial No.
85/638,519
Reg. No.
4,288,409

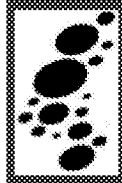


Leslie's Poolmart, Inc.



Serial No.
85/052,772
Reg. No.
3,904,311

Leslie's Poolmart,
Inc.

Serial No.
85/919,440
Registration No.
4454220



Trademark	Reg. No	Country	Owner of Record
SPECIALTY POOL PRODUCTS	3384535	U.S.	Cortz, Inc.
SPECIALTY POOL PRODUCTS	3334661	U.S.	Cortz, Inc.
SPP	3380909	U.S.	Cortz, Inc.
AMERICA'S #1 DIRECT SOURCE FOR POOL SUPPLIES	2956270	U.S.	Cortz, Inc.
AQUA SPLASH	4685472	U.S.	Cortz, Inc.
AQUA SPLASH PRO	4686057	U.S.	Cortz, Inc.
CHEMICALS TOMORROW!	3044808	U.S.	Cortz, Inc.

Trademark	Reg. No	Country	Owner of Record
IN THE SWIM	2225856	U.S.	Cortz, Inc.
IN THE SWIM	2185811	U.S.	Cortz, Inc.
	1636449	U.S.	Cortz, Inc.
	1639450	U.S.	Cortz, Inc.
INSTANT LIQUID CHLORINE	4366151	U.S.	Cortz, Inc.
ORDER TODAY...CHEMICALS TOMORROW!	3040384	U.S.	Cortz, Inc.
PRO-STRENGTH	4332109	U.S.	Cortz, Inc.
PROTECTOR	3247414	U.S.	Cortz, Inc.
SURE-STRENGTH	4332107	U.S.	Cortz, Inc.
IN THE SWIM	TMA870532	Canada	Cortz, Inc.
POOLSIDE EXPRESS	2277690	U.S.	Cortz, Inc.
MORE SUPPLIES THAN ANY STORE	3255690	U.S.	Cortz, Inc.

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Leslie's Poolmart, Inc.	Serial No. 85/361,874 (Abandoned)	SMARTSHIP