

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397251

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.		10/28/2013	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Leslie's Poolmart, Inc.		
Street Address:	2005 E. Indian School Rd.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4274092	XPEM	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	56314-00024		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	09/01/2016		
Total Attachments: 5			
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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.

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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


SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 005869 FRAME: 0200

Acknowledged and
Accepted:

ASSIGNEE:

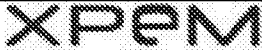
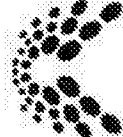


Leslie's Poolmart, Inc.,
a Delaware corporation

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

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 005869 FRAME: 0201

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

SCHEDULE A