

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTZ, INC.		03/09/2021	Corporation: ILLINOIS
LESLIE'S POOLMART, INC.		03/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC		
Street Address:	309 WEST 49TH STREET		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87701298	IN THE SWIM	
Serial Number:	88779438	ACCUBLUE	
Serial Number:	88292555	MYLIFE	
Serial Number:	87713302	CHLOR BRITE	
Serial Number:	87713319	ULTRA BRIGHT	
Serial Number:	87712528	RIGHTFIT	
Serial Number:	87673757	LESLIE'S PRO	
Serial Number:	87544422	POOL CARE MADE EASY	
Serial Number:	87400623	POOL STUFF EXPRESS	
Serial Number:	87310213	ALLSPA	
Serial Number:	87225423	PARK PLAY	
Serial Number:	86582748	OREGON HOT TUB	
Serial Number:	86542899	CLEAR AID	
Serial Number:	86543113	PERFECT WEEKLY	
Serial Number:	90465590	OREGON HOT TUBS	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464727
Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn: Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	44396-2
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NAME OF SUBMITTER:	Hayley Smith
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SIGNATURE:	/Hayley Smith/
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DATE SIGNED:	03/11/2021
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Total Attachments: 5

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SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this “Supplement”) is dated as of March 9, 2021, by Leslie’s Poolmart, Inc. and Cortz, Inc. (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”).

WITNESSETH:

WHEREAS, each Grantor is a 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 each Grantor is required to execute and deliver this Supplement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees 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 each 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 each such Grantor or in which each 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 Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms 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 Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Supplement has been executed and delivered by each Grantor 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 Supplement.

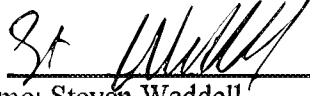
SECTION 5. Counterparts. This Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS SUPPLEMENT 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 Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CORTZ, INC.


By: 
Name: Steven Weddell
Title: Chief Financial Officer

LESLIE'S POOLMART, INC.

By: 
Name: Steven Weddell
Title: Chief Financial Officer

Agreed and acknowledged:

NOMURA CORPORATE FUNDING AMERICAS, LLC

By: 
Name: Garrett P. Carpenter
Title: Managing Director

SCHEDULE I
to
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Serial/Reg. No.	Appl./Reg. Date	Owner
IN THE SWIM	87701298 5573647	29-NOV-2017 02-OCT-2018	CORTZ, INC.
ACCUBLUE	88779438 6124515	30-JAN-2020 11-AUG-2020	LESLIE'S POOLMART, INC.
MYLIFE	88292555 5834493	07-FEB-2019 13-AUG-2019	LESLIE'S POOLMART, INC.
CHLOR BRITE	87713302 5609982	08-DEC-2017 20-NOV-2018	LESLIE'S POOLMART, INC.
ULTRA BRIGHT	87713319 5492246	08-DEC-2017 12-JUN-2018	LESLIE'S POOLMART, INC.
RIGHTFIT	87712528 5573704	07-DEC-2017 02-OCT-2018	LESLIE'S POOLMART, INC.
LESLIE'S PRO	87673757 5573550	06-NOV-2017 02-OCT-2018	LESLIE'S POOLMART, INC.
POOL CARE MADE EASY	87544422 5952610	26-JUL-2017 07-JAN-2020	LESLIE'S POOLMART, INC.
POOL STUFF EXPRESS	87400623 5334096	06-APR-2017 14-NOV-2017	LESLIE'S POOLMART, INC.
ALLSPA	87310213 5382235	23-JAN-2017 16-JAN-2018	LESLIE'S POOLMART, INC.
PARK PLAY	87225423 5371311	03-NOV-2016 02-JAN-2018	LESLIE'S POOLMART, INC.
OREGON HOT TUB	86582748 4801507	31-MAR-2015 25-AUG-2015	LESLIE'S POOLMART, INC.
CLEAR AID	86542899 4984443	23-FEB-2015 21-JUN-2016	LESLIE'S POOLMART, INC.
PERFECT WEEKLY	86543113 4984444	23-FEB-2015 21-JUN-2016	LESLIE'S POOLMART, INC.

TRADEMARK APPLICATIONS

Mark	Serial/Reg. No.	Appl./Reg. Date	Owner
OREGON HOT TUBS	90465590	14-JAN-2021	LESLIE'S POOLMART, INC.