

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 2 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leslie's Poolmart, Inc.		03/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
Name:	U.S. Bank National Association, as Co-Collateral Agent		
Street Address:	209 S La Salle St., Rookery Building		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1489780	CHLOR BRITE II	
Registration Number:	2985063	LESLIE'S	
Registration Number:	2860142	LESLIE'S SWIMMING POOL SUPPLIES	
Registration Number:	2326605	OUTSIDE THE ORDINARY	
Registration Number:	3177030	FRESH 'N CLEAR	
Registration Number:	3106522	POOL FRESH	
Registration Number:	2008596	POWER POWDER	
Registration Number:	2860141	LESLIE'S SWIMMING POOL SUPPLIES	
Serial Number:	90465590	OREGON HOT TUBS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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>			

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TRADEMARK

Phone: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 03/22/2021

Total Attachments: 6

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SUPPLEMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

Supplement No. 2 to Trademark Security Agreement, dated as of March 22, 2021 (this “Supplement”), by Leslie’s Poolmart, Inc., a Delaware corporation (the “Pledgor”), in favor of Bank of America, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), and U.S. Bank National Association, as Co-Collateral Agent (the “Co-Collateral Agent”, and together with the Collateral Agent, the “Collateral Agents”).

WITNESSETH:

WHEREAS, Pledgor is party to (i) the Guarantee and Collateral Agreement, dated as of October 16, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Collateral Agreement”), in favor of the Collateral Agents, pursuant to which the Pledgor is required to execute and deliver this Supplement and (ii) the Trademark Security Agreement, dated as of October 16, 2012, which was received for recording with the United States Patent and Trademark Office on October 18, 2012 (the “Trademark Agreement”);

WHEREAS, Schedule I to the Trademark Agreement does not reflect all Trademarks acquired or created by the Pledgor since the date of execution of the Trademark Agreement; and

WHEREAS, the Pledgor have acquired or created additional Trademarks since the date of the execution of the Trademark Agreement;

NOW, THEREFORE, in consideration of the premises the Pledgor hereby agree with the Collateral Agents as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agents, 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:

- (a) Trademarks owned by the 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 is hereby supplemented, effective as of the date hereof, by amending Schedule I to the Trademark Agreement to add each of the Trademarks listed on Schedule I of this Supplement, pursuant to this Supplement and is granted in conjunction with the security interest granted to the Collateral Agents pursuant to the ABL Collateral Agreement and the Trademark Agreement, and the Pledgor hereby acknowledge and affirm 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 ABL Collateral Agreement. In the event that any provision

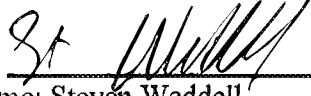
of this Supplement is deemed to conflict with the ABL Collateral Agreement, the provisions of the ABL Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations (other than any outstanding indemnification obligations), the Collateral Agents 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 Supplement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplement to 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.

By: 
Name: Steven Weddell
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____

Name: Peter M. Walther
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Co-Collateral Agent

By: David Lawrence

Name: David Lawrence



Title: Vice President

Signature Page - Supplement to Trademark Security Agreement

TRADEMARK
REEL: 007238 FRAME: 0444

SCHEDULE I-A
to
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS

Mark	Serial/Reg. No.	Appl./Reg. Date	Owner
CHLOR BRITE II	73688726 1489780	9-OCT-1987 3-MAY-1988	LESLIE'S POOLMART, INC.
LESLIE'S and Design 	78323010 2985063	4-NOV-2003 16-AUG-2005	LESLIE'S POOLMART, INC.
LESLIE'S SWIMMING POOL SUPPLIES and Design 	78216107 2860142	18-FEB-2003 6-JUL-2004	LESLIE'S POOLMART, INC.
OUTSIDE THE ORDINARY	75689333 2326605	23-APR-1999 7-MAR-2000	LESLIE'S POOLMART, INC.
FRESH 'N CLEAR	78793675 3177030	18-JAN-2006 28-NOV-2006	LESLIE'S POOLMART, INC.
POOL FRESH	78653583 3106522	17-JUN-2005 20-JUN-2006	LESLIE'S POOLMART, INC.
POWER POWDER	75022777 2008596	21-NOV-1995 15-OCT-1996	LESLIE'S POOLMART, INC.
LESLIE'S SWIMMING POOL SUPPLIES	78216101 2860141	18-FEB-2003 6-JUL-2004	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.