

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Leslie's Poolmart, Inc.	10/16/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street, 9th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D437427
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	James P. Murphy, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005
NAME OF SUBMITTER:	James P. Murphy, Legal Assistant
Total Attachments: 5 source=3 ABL Patent Security Agreement Executed#page1.tif source=3 ABL Patent Security Agreement Executed#page2.tif source=3 ABL Patent Security Agreement Executed#page3.tif source=3 ABL Patent Security Agreement Executed#page4.tif source=3 ABL Patent Security Agreement Executed#page5.tif	

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## Patent Security Agreement

**Patent Security Agreement**, dated as of October 16, 2012, by Leslie's Poolmart, Inc. (the "Pledgor"), in favor of Bank of America, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, Pledgor and Leslie's Holdings, Inc. are parties to a Guarantee and ABL Collateral Agreement of even date herewith (the "ABL Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent 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 Patent Collateral. The Pledgor hereby pledges and grants to the Administrative Agent 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 Pledged Collateral of such Pledgor:

- (a) Patents owned by such Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the ABL Collateral Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the ABL Collateral Agreement. In the event that any provision of this Patent Security Agreement 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.

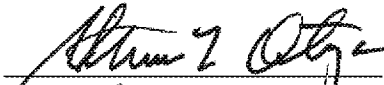
SECTION 4. Termination. Upon the full performance of the Obligations (other than any surviving indemnification obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

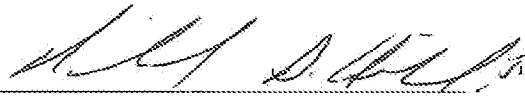
Very truly yours,

Leslie's Poolmart, Inc.

By:   
Name: STEVEN L. ORTEGA  
Title: Secretary, Executive Vice President  
and Chief Financial Officer

Accepted and Agreed:

Bank of America, N.A.,  
as Administrative Agent

By: 

Name:

Title: **RICHARD B. HILL, JR.**  
Managing Director

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**UNITED STATES PATENTS:**

Issued Patents:

<b>Title</b>	<b>Patent/Pub. No.</b>	<b>Patent Date</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Owner/Assignee</b>
Pool Grate	D437,427	2/6/2001	29/112,413	10/14/1999	Leslie's Pool-mart, Inc.

Applications:

None.