

TRADEMARKS ONLY

19358-5

Tab settings

To the Honorable Comm

09-29-1998

Use record the attached original documents or copy thereof.

1. Name of conveying part
Centerline, Inc.



100840576

Name and address of conveying party(ies):

Name: Drug Emporium of Michigan, Inc.

Internal Address:

Street Address: 155 Ravines Drive

City: Powell State: OH ZIP: 43065

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional names(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 19, 1996

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

74/562,908

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. Gray

Internal Address: Kegler, Brown, Hill & Ritter

Street Address: 65 E. State St., Suite 1800

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05-0960

09/28/1998 TTON11 00000277 74562908

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John L. Gray

Name of Person Signing

John L. Gray

Signature

9/21/98

Date

Total number of pages including cover sheet, attachments, and document:

10

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CENTERLINE, INC.", A DELAWARE CORPORATION,

WITH AND INTO "DRUG EMPORIUM OF MICHIGAN, INC." UNDER THE NAME OF "DRUG EMPORIUM OF MICHIGAN, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF SEPTEMBER, A.D. 1996, AT 4 O'CLOCK P.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2557572 8100M

AUTHENTICATION:

9281542

981341507

DATE:

09-01-98

TRADEMARK
REEL: 1793 FRAME: 0344

9-19-96

**CERTIFICATE OF MERGER
OF
CENTERLINE, INC.
WITH AND INTO
DRUG EMPORIUM OF MICHIGAN, INC.**

**Pursuant to Section 251 of the
General Corporation Law of the State of Delaware**

The undersigned, Drug Emporium of Michigan, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DE Michigan"), DOES HEREBY CERTIFY AS FOLLOWS:

FIRST: That the name of and the state of incorporation of each of the constituent corporations in the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Centerline, Inc.	Delaware
Drug Emporium of Michigan, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger, dated September 19 1996 (the "Merger Agreement"), between Centerline, Inc. ("Centerline") and DE Michigan has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware.

THIRD: That DE Michigan shall be the surviving corporation (the "Surviving Corporation"), and the name of the Surviving Corporation shall be Drug Emporium of Michigan, Inc.

FOURTH: That the certificate of incorporation of DE Michigan shall be the certificate of incorporation of the Surviving Corporation.

FIFTH: That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

155 Hidden Ravines Drive
Powell, Ohio 43065

SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, DE Michigan has caused this Certificate of Merger to be signed by David L. Kriegel, its President, and attested by Jane H. Lagusch, its Secretary, this 19th day of September, 1996.

DRUG EMPORIUM OF MICHIGAN, INC.

By: David L. Kriegel
David L. Kriegel, President

ATTEST:

Jane H. Lagusch
Jane H. Lagusch, Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into this _____ day of _____, 1996, by and between Drug Emporium of Michigan, Inc., a Delaware corporation ("DE Michigan"), and Centerline, Inc., a Delaware corporation ("Centerline"). DE Michigan and Centerline are sometimes hereinafter collectively referred to as the "Constituent Corporations."

WITNESSETH

WHEREAS, DE Michigan is a corporation organized and existing under the laws of the State of Delaware, having been incorporated on November 1, 1995, and has 100 shares of Common Stock, par value \$.01 per share ("DE Michigan Common Stock"), issued and outstanding as of the date hereof; and

WHEREAS, Centerline is a corporation organized and existing under the laws of the State of Delaware, having been incorporated on February 20, 1991, and has ten (10) shares of Common Stock, without par value ("Centerline Common Stock"), issued and outstanding as of the date hereof; and

WHEREAS, Drug Emporium, Inc., a Delaware corporation ("Drug Emporium") owns all of the issued and outstanding shares of DE Michigan Common Stock and Centerline Common Stock; and

WHEREAS, the respective Boards of Directors of DE Michigan and Centerline have determined that the merger of Centerline with and into DE Michigan upon the terms and conditions set forth in this Agreement is desirable and in the best interests of DE Michigan and Centerline and of Drug Emporium, the sole stockholder of DE Michigan and Centerline, have approved and adopted this Agreement and have directed that this Agreement be submitted to Drug Emporium, as the sole stockholder of each of DE Michigan and Centerline, for its consideration, approval and adoption;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

ARTICLE I

THE MERGER

Section 1.1 The Merger. In accordance with the provisions of this Agreement, at the Effective Time (as hereinafter defined), Centerline shall be merged with and into DE Michigan ("Merger"), and DE Michigan shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware ("Surviving Corporation"). The separate corporate existence of Centerline shall cease as of the Effective Time.

Section 1.2 Effective Time. As soon as practicable after this Agreement shall have been duly adopted and approved by Drug Emporium, the sole stockholder of each of the Constituent Corporations, the Surviving Corporation shall cause the Merger to be consummated by executing and filing with the Secretary of State of the State of Delaware a Certificate of Merger ("Certificate of Merger") in the form required by

and otherwise in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware ("DGCL"). The Merger shall become effective on the date and at the time when the Certificate of Merger is filed with the Secretary of State of the State of Delaware, or at such later date and time specified in the Certificate of Merger (as mutually agreed to by the Constituent Corporations). The date and time when the Merger becomes effective is herein referred to as the "Effective Time."

Section 1.3 Effect of Merger. The Merger shall have the effect set forth in the DGCL. Without limiting the generality of the foregoing, and subject thereto, and without further act, deed, transfer or conveyance, from and after the Effective Time the Surviving Corporation shall succeed to, possess and be vested in all of the assets and the property, real, personal and mixed, wherever located, and all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of each of the Constituent Corporations, and shall be subject to all of the debts, liabilities, restrictions, disabilities and duties of each of the Constituent Corporations.

Section 1.4 Name of Surviving Corporation. The name of the Surviving Corporation shall be "Drug Emporium of Michigan, Inc. " unless later changed in accordance with the provisions of the Certificate of Incorporation and Bylaws of the Surviving Corporation and the DGCL.

Section 1.5 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of DE Michigan, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and of the DGCL.

Section 1.6 Bylaws of the Surviving Corporation. The Bylaws of DE Michigan, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until amended in accordance with the provisions thereof and of the Certificate of Incorporation of the Surviving Corporation and of the DGCL.

Section 1.7 Officers and Directors of the Surviving Corporation. The officers and directors of the DE Michigan immediately prior to the Effective Time shall be the initial officers and directors of the Surviving Corporation, each to hold office until his respective successor is duly elected or appointed and qualified in accordance with the provisions of the Certificate of Incorporation and the Bylaws of the Surviving Corporation and of the DGCL, or until his earlier death, resignation or removal.

Section 1.8 Further Assurances. If, at any time after the Effective Time, any further action is necessary, convenient or desirable in order to carry out the purposes of this Agreement or to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the full right, title, interest and possession of all assets, properties, rights, privileges, immunities, powers, franchises and authority of the Constituent Corporations, or to otherwise carry out the provisions of this Agreement, the officers of each of the Constituent Corporations are fully authorized in the names and on behalf of their respective entities or otherwise to take such lawful actions including, without limitation, the execution, delivery and filing of all deeds, bills of sale, assignments, assurances and other documents, instruments and agreements as may be necessary, convenient or desirable to effect the same.

ARTICLE II.

STATUS AND CONVERSION OF SECURITIES

Section 2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of either Constituent Corporation or the holder of any of the following securities:

(a) **Centerline Common Stock.** Each share of Centerline Common Stock issued and outstanding immediately prior to the Effective Time shall be retired, canceled and extinguished and shall cease to exist, without payment of any consideration therefor and without any conversion thereof.

(b) **DE Michigan Common Stock.** Each share of DE Michigan Common Stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding after the Effective Time and shall be unimpaired and unchanged by the Merger.

Section 2.2 Cancellation of Certificates. Promptly after the Effective Time, the sole holder of record of any certificate previously representing any shares of Centerline Common Stock outstanding immediately prior to the Effective Time ("Centerline Certificate") shall surrender such Centerline Certificate to the Surviving Corporation (or to any agent designated for such purpose by the Surviving Corporation), and such Centerline Certificate shall be canceled. From and after the Effective Time, the holders of Centerline Certificates prior to the Effective Time shall cease to have any rights with respect to such shares of Centerline Common Stock or the Centerline Certificates except as otherwise provided herein or by the DGCL, and all Centerline Certificates shall be void and of no effect.

ARTICLE III.

TERMINATION AND ABANDONMENT; AMENDMENT

Section 3.1 Termination and Abandonment. This Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, whether before or after adoption and approval of the Merger and this Agreement by the sole stockholder of either Constituent Corporation, by the mutual consent of the Boards of Directors of the Constituent Corporations for any reason, without notice, and without any liability on the part of any party hereto or the directors or officers of either Constituent Corporation.

Section 3.2 Amendment. Subject to the applicable provisions of the DGCL, this Agreement may be amended at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, whether before or after adoption and approval of the Merger and this Agreement by the sole stockholder of either Constituent Corporation, with the mutual consent of the Boards of Directors of the Constituent Corporations, except that, after the adoption of the Merger and this Agreement by the sole stockholder of either Constituent Corporation, no amendment to this Agreement shall be made which by law requires further approval of the sole stockholder of either Constituent Corporation without such further approval. Notwithstanding the foregoing, this Agreement may not be amended except by an instrument in writing signed on behalf of each the parties hereto.

ARTICLE IV.

MISCELLANEOUS

Section 4.1 Governing Law. This Agreement shall in all respects be governed by and construed in accordance with both internal substantive laws of the State of Delaware, regardless of the law that would govern under applicable principles or rules of conflict or choices of law.

Section 4.2 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns; provided, however, that no party shall assign or otherwise transfer this Agreement or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the other party hereto.

Section 4.3 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to provide, create or confer upon any person or entity other than the parties hereto and their successors and permitted assigns any right, benefit or remedies, except as expressly provided in Section 2.1 or 2.2 of this Agreement.

Section 4.4 Pronouns, Etc. The number and gender of each pronoun used in this Agreement and the term "person" or the like shall be construed to mean both the number and gender of the individual, corporation, partnership, limited liability company, association or other entity as the context, circumstance or its antecedent may require. The terms "herein," "hereof," "hereto" and the like refer to this Agreement as a whole.

Section 4.5 Headings. The headings used in this Agreement are solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

Section 4.6 Waiver. Except as otherwise specifically provided herein, the obligations of any party hereto may be waived only with written consent of the parties given the waiver. Any waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any other breach or violation of that provision or any breach or violation of any other provision of this Agreement. The failure of a party to insist on strict adherence to any provision of this Agreement on one or more occasions shall not be considered a continuing waiver or deprive that party of the right thereunder to insist upon strict adherence to that provision or any other provision of this Agreement.

Section 4.7 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any situation, the other provisions hereof shall remain in effect and such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of that provision in any other situation or of any other provision of this Agreement.

Section 4.8 Counterparts. This Agreement may be executed in one or more counterparts (including counterparts executed by less than all of the parties hereto), each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Section 4.9 Entire Agreement. This Agreement (including the documents, instruments and agreements referred to herein) constitute the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes in their entirety all prior and contemporaneous negotiations, communications, agreements and understandings, whether written or oral, between the parties hereto in connection with the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed, attested and delivered by their duly authorized representatives as of the date first above written.

DRUG EMPORIUM OF MICHIGAN, INC.

By: David L. Kriegel
David L. Kriegel, President

ATTEST:

By: Jane H. Lagusch
Jane H. Lagusch, Secretary

CENTERLINE, INC.

By: David L. Kriegel
David L. Kriegel, President

ATTEST:

By: Jane H. Lagusch
Jane H. Lagusch, Secretary