

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/31/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Custom Nutrition Services, Inc.		08/30/2011
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	drugstore.com, Inc.		
Street Address:	411 108th Avenue NE, Suite 1800		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3406523	CUSTOM NUTRITION SERVICES
CORRESPONDENCE DATA			
Fax Number:	8473156885		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	847-315-4582		
Email:	pto@walgreens.com		
Correspondent Name:	Cary M. Pumphrey / Walgreen Co.		
Address Line 1:	104 Wilmot Road, MS #1425		
Address Line 4:	Deerfield, ILLINOIS 60015		
ATTORNEY DOCKET NUMBER:	DRUGSTORE.COM ASSIGNMENT		
NAME OF SUBMITTER:	Cary M. Pumphrey		
Signature:	/carympumphrey/		

OP \$40.00 3406523

Date:

05/24/2012

Total Attachments: 8

source=Custom Nutrition Services Merger Consent#page1.tif

source=Custom Nutrition Services Merger Consent#page2.tif

source=Custom Nutrition Services Merger Consent#page3.tif

source=Custom Nutrition Services Merger Consent#page4.tif

source=Custom Nutrition Services Merger Consent#page5.tif

source=Custom Nutrition Services Merger Consent#page6.tif

source=Custom Nutrition Services Merger Consent#page7.tif

source=Custom Nutrition Services Merger Consent#page8.tif

WRITTEN CONSENT

of the

SOLE DIRECTOR

and

SOLE STOCKHOLDER

of

CUSTOM NUTRITION SERVICES, INC.

The undersigned, being the sole director and sole stockholder of Custom Nutrition Services, Inc. (the "Company"), acting without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law, hereby take the following action and adopt the following resolutions by written consent as of the date set forth above:

MERGER WITH DRUGSTORE.COM, INC.

RESOLVED, that the Plans of Merger attached hereto as Exhibit A is hereby approved and adopted and that the officers of the Company be and hereby are authorized and directed to take all actions that may be necessary and appropriate for the merger of the Company with and into its parent company, drugstore.com, inc., a Delaware company and to execute all such documents, make such filings with governmental entities and take all other actions as may be necessary and appropriate to effectuate the purposes of these resolutions, and that any and all such actions taken to date be and hereby are ratified and approved.

RESOLVED FURTHER, that the merger will be effective at 11:59 p.m. on August 31, 2011.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

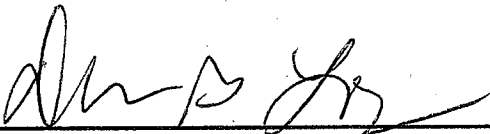
GENERAL AUTHORITY

RESOLVED, that the appropriate officers of the Company, or any one of them, are hereby authorized, for and on behalf of the Company, to take all such steps and to do all such acts and things as they, or any one or more of them, deem necessary or advisable to carry out the intent and to accomplish the purposes of these resolutions adopted by the Board of Directors and the taking of any and all such actions and the performance of all such things, including the execution and delivery of any and all documents or instruments in connection therewith, shall conclusively establish their authority therefor from the Company and the approval and ratification thereof by this Board of Directors.

RESOLVED, that any and all actions heretofore taken by the officers of the Company prior to the date of the resolutions adopted hereby that are within the authority conferred by such resolutions are hereby approved, ratified and confirmed as the acts and deeds of the Company.

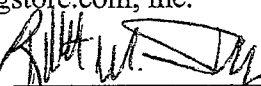
This action shall be effective as of the date this Consent is signed, unless a later effective date is specified herein.

Date signed: AUG 30 2011



Dawn G. Lepore
Director

SMB

drugstore.com, inc.
By: 

Name: Robert M. Silverman
Title: Vice President

EXHIBIT A

**PLANS OF MERGER
BY AND BETWEEN**

**drugstore.com, inc.,
a Delaware corporation;**

**Custom Nutrition Services, Inc.,
a Delaware corporation;**

**de~luxe Distributors, Inc.,
a Delaware corporation**

and

**Medco Online Sales, Inc.,
a Delaware corporation**

THESE PLANS OF MERGERS (the "**Merger Agreement**") are entered into as of August 31, 2011, by and between drugstore.com, inc., a Delaware corporation ("**drugstore.com**"), and Custom Nutrition Services, Inc., a Delaware corporation ("**CNS**"), de~luxe Distributors, Inc., a Delaware corporation ("**de~luxe**") and Medco Online Sales, Inc., a Delaware corporation ("**Medco**"), collectively ("**Disappearing Corporations**").

RECITALS

A. **CNS** is a corporation organized and existing under the laws of the State of Delaware. The authorized capital stock of **CNS** consists of one hundred (100) shares of Common Stock, with a par value of \$0.01 per share, of which one hundred (100) shares are issued and outstanding on the date hereof. No other shares are outstanding.

B. **de~luxe** is a corporation organized and existing under the laws of the State of Delaware. The authorized capital stock of **de~luxe** consists of one thousand (1,000) shares of Common Stock, with a par value of \$0.001 per share, of which one thousand (1,000) shares are issued and outstanding on the date hereof. No other shares are outstanding.

C. **Medco** is a corporation organized and existing under the laws of the State of Delaware. The authorized capital stock of **Medco** consists of one thousand (1,000) shares of Common Stock, with a par value of \$0.001 per share, of which one thousand (1,000) shares are issued and outstanding on the date hereof. No other shares are outstanding.

D. **drugstore.com** is a corporation organized and existing under the laws of the State of Delaware. The authorized capital stock of **drugstore.com** consists of one thousand (1,000) shares of Common Stock, with a par value of \$0.01 per share, of which one thousand (1,000) shares are issued and outstanding on the date hereof. No other shares are outstanding.

E. The Sole Director of each Constituent Corporation believes it is in the best interest of the company and the sole stockholder of the company that **CNS, de-luxe and Medco** merge with and into **drugstore.com** upon the terms and conditions herein provided (the "Merger") and, in furtherance thereof, have approved the Merger and this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, **drugstore.com** and **CNS, de-luxe and Medco** hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. MERGER

(a) **Merger.** In accordance with the provisions of this Merger Agreement and the Delaware General Corporation Law (the "DGCL"), specifically, Section 253, **CNS, de-luxe and Medco** shall be merged with and into **drugstore.com**, the separate existence of **CNS, de-luxe and Medco** shall cease and **drugstore.com** shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "**drugstore.com, inc.**"

(b) **Filing and Effectiveness.** Following completion of the following actions, the Merger shall become effective as of 11:59 p.m. on August 31, 2011:

(i) This Merger Agreement and the Merger have been adopted and approved by the sole stockholder of the Disappearing Corporations in accordance with the requirements of the DGCL; and

(ii) An executed Certificate of Merger meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware, as evidenced by the issuance of a certificate of merger by the Secretary of State.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "**Effective Date of the Merger.**"

(c) **Effect of the Merger.** At the Effective Date of the Merger, the separate existence of **CNS, de-luxe and Medco** shall cease, and **CNS, de-luxe and Medco** shall be merged in accordance with the provisions of this Agreement with and into the Surviving Corporation, which shall possess all of the properties and assets, and all of the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties and liabilities of the Disappearing Corporations; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate or other property, or any interest therein, vested by deed or otherwise in the Disappearing Corporations, shall be vested in the

Surviving Corporation without reversion or impairment, all as more fully provided under the applicable provisions of the DGCL. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against the Disappearing Corporations, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Surviving Corporation may be substituted in any such action or proceeding.

2. CHARTER DOCUMENTS

(a) **Certificate of Incorporation.** The Certificate of Incorporation of **drugstore.com** in effect immediately prior to the Effective Date of the Merger shall be the Certificate of Incorporation of the Surviving Corporation.

(b) **Bylaws.** The Bylaws of **drugstore.com** as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(c) **Director and Officers.** The directors and officers of **drugstore.com** in office at the Effective Date of the Merger shall be the director and officers of the Surviving Corporation and shall hold such offices in accordance with and subject to the Certificate of Incorporation and Bylaws of the Surviving Corporation.

3. TAX CONSEQUENCES

(a) **Tax Consequences.** The Merger is intended to constitute a "reorganization" within the meaning of Section 368(a)(1)(A) and (D) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and this Merger Agreement is intended to be a plan of reorganization under the provisions of Section 368(a) of the Code.

4. GENERAL

(a) **Implementation.** The Disappearing Corporations shall take, or cause to be taken, all action to do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Delaware to consummate and make effective the Merger.

(b) **Further Action.** If at any time after the Effective Date of the Merger, any further action is necessary or desirable to carry out the purposes of this Merger Agreement to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of **CNS**, the officers and sole director of **CNS**, **de~luxe** and **Medco** and **drugstore.com** are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

(c) **Amendment.** This Merger Agreement may be amended by the parties hereto, in accordance with applicable laws of the State of Delaware, at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

(d) **Entire Agreement.** This Merger Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

(e) **Severability.** In the event that any provision of this Merger Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Merger Agreement will continue in full force and effect.

(f) **Abandonment.** At any time before the Effective Date of the Merger, this Merger Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Directors of either **CNS, de~luxe, Medco** or of **drugstore.com**, or of both, notwithstanding the approval of this Merger Agreement by the stockholders of **CNS, de~luxe and Medco**.

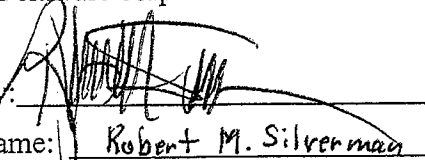
(g) **Merger Agreement.** Executed copies of this Merger Agreement will be on file at the principal place of business of the Surviving Corporation at 411 108th Ave NE, Suite 1400, Bellevue WA 98004, and copies thereof will be furnished to the sole stockholder of the Constituent Corporation, upon request and without cost.

(h) **Governing Law.** This Merger Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered these Plans of Merger as of the date first written above.

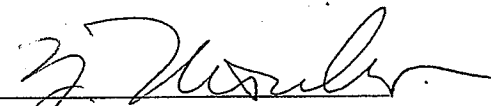
[signature page follows]

drugstore.com, inc.,
a Delaware corporation

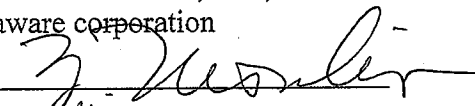
By: 
Name: Robert M. Silverman
Title: Vice President

JHG

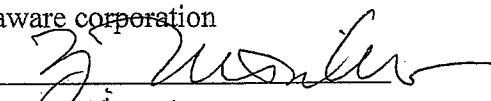
CNS Distributors, Inc.,
a Delaware corporation

By: 
Name: YUKIO MURUKUSO
Title: VP, SECRETARY

de-luxe Distributors, Inc.,
a Delaware corporation

By: 
Name: YUKIO MURUKUSO
Title: VP, SECRETARY

Medco Online Sales, Inc.,
a Delaware corporation

By: 
Name: YUKIO MURUKUSO
Title: VP, SECRETARY