

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution of Assets

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
drugstore.com, inc.		09/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Salu Beauty, Inc.
Street Address:	11344 Coloma Road, Suite 725
City:	Gold River
State/Country:	CALIFORNIA
Postal Code:	95670
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 30		
Property Type	Number	Word Mark
Serial Number:	77475191	DE~LUXE DISTRIBUTORS
Registration Number:	2888048	AUTHENTIC SALON QUALITY HAIR CARE
Registration Number:	2888021	AUTHENTIC SPA QUALITY PERSONAL CARE
Registration Number:	2881511	BAIN DE~LUXE
Registration Number:	2830104	BAIN DE~LUXE FOAMING BODY SCRUB
Registration Number:	2830105	BAIN DE~LUXE FOAMING BODY SCRUB
Registration Number:	2881513	BAIN DE~LUXE LUXURY BODY WASH
Registration Number:	2769177	BAIN DE~LUXE LUXURY BODY WASH
Registration Number:	2906580	COLORSAVE
Registration Number:	2906263	CREME DE~LUXE
Registration Number:	2906267	CREME DE~LUXE LUXURY BODY CREME
Registration Number:	2769178	CREME DE~LUXE LUXURY BODY CREME
Registration Number:	2978220	CREME DE~LUXE WINTER AID BALM
Registration Number:	2978219	CREME DE~LUXE WINTER AID LOTION

OP \$765.00 77475191

Registration Number:	2933419	DE~LUXE
Registration Number:	3009407	DE~LUXE
Registration Number:	2906264	DE~LUXE
Registration Number:	3015721	DE~LUXE
Registration Number:	3015720	DE~LUXE
Registration Number:	2988101	DE~LUXE
Registration Number:	2988100	DE~LUXE
Registration Number:	2895366	DE~LUXE
Registration Number:	2895365	DE~LUXE
Registration Number:	3145596	EAU DE~LUXE BATH & BODY MIST
Registration Number:	3145597	EAU DE~LUXE BATH & BODY MIST
Serial Number:	77421642	MAISON DE~LUXE
Registration Number:	2895364	SAVON DE~LUXE
Registration Number:	2893073	SAVON DE~LUXE FRENCH MILLED SOAPS
Registration Number:	2886214	SAVON DE~LUXE FRENCH MILLED SOAPS
Registration Number:	2978217	SAVON DE~LUXE WINTER AID SOAPS

CORRESPONDENCE DATA

Fax Number: 8473156885
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 8473154582
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:	CONTRIBUTION OF ASSETS
NAME OF SUBMITTER:	Cary M. Pumphrey
Signature:	/carympumphrey/
Date:	05/30/2012

Total Attachments: 8
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of the 1st day of September, 2011 by and between drugstore.com, inc., a Delaware corporation ("DSCM") and Salu Beauty, Inc., a Delaware corporation ("Salu").

RECITALS

WHEREAS, DSCM acquired from TrueScents, LLC ("TrueScents") certain assets set forth on the attached Schedule 1 (the "de-luxe Assets") pursuant to the Asset Purchase Agreement executed August 24, 2007, as amended May 5, 2010, between TrueScents and DSCM;

WHEREAS, DSCM assigned to de-luxe Distributors, Inc. ("de-luxe") the de-luxe Assets pursuant to the Trademark License Agreement executed May 9, 2008; and

WHEREAS, de-luxe merged with and into DSCM pursuant to the Written Consent of the Sole Director and Sole Stockholder of de-luxe executed August 31, 2011; and

WHEREAS, DSCM now desires to transfer the de-luxe Assets to Salu, and Salu desires to accept the de-luxe Assets from DSCM, on the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **Contribution of Assets.** Subject to the receipt of all consents, waivers, approvals or authorizations from, or notification requirements to, any third parties or any reports or other filings to be made to, or registrations or permits or authorizations to be obtained from any third parties, and subject to the terms and conditions set forth in this Agreement, DSCM hereby contributes, assigns, transfers, conveys and delivers to Salu on an as-is, where-is basis, and Salu hereby accepts from DSCM, all of DSCM's right, title and interest in and to the de-luxe Assets.

2. **Assumption of Liabilities.** In exchange for the contribution of the de-luxe Assets, Salu hereby assumes and undertakes to pay, discharge and perform in accordance with their respective terms all the existing liabilities relating to or arising out of the de-luxe Assets, whether or not accrued, whether fixed, contingent or otherwise, whether known or unknown, and whether or not recorded on the books and records of DSCM arising out of or by reason of this or any other transaction or event occurring prior to the Effective Date (as defined below) (collectively, the "Assumed Liabilities").

3. **Effectiveness.** The transactions contemplated by this Agreement shall be deemed effective as of 12:01 A.M. Pacific Time on September 1, 2011 (the "Effective Date").

4. **Representations and Warranties of DSCM.** DSCM hereby represents and warrants to Salu that as of the Effective Date: (i) DSCM owns the de-luxe Assets free and clear of any liens or encumbrances of any nature whatsoever, except to the extent arising out of the Assumed Liabilities; (ii) DSCM has all requisite power, right and authority to enter into, deliver

and consummate the transactions contemplated by this Agreement; and (iii) the execution, delivery and performance of this Agreement by DSCM will not (a) violate any contract to which DSCM is a party or any judicial or administrative order by which DSCM is bound or (b) affect DSCM's ownership interests in the de-luxe Assets in a manner that causes any encumbrance or restriction to be placed upon the de-luxe Assets, Salu or any of Salu's assets.

5. **Representations and Warranties of Salu.** Salu hereby represents and warrants to DSCM that as of the Effective Date: (i) Salu has all requisite power and authority to enter into, deliver and consummate the transactions contemplated by this Agreement; and (ii) Salu is a duly formed and validly existing corporation and is in good standing under the laws of the state of its incorporation, with the power to conduct its business and to acquire and own the de-luxe Assets.

6. **Miscellaneous.**

(a) **Further Assurances.** Each of the parties hereto shall execute and deliver such documents and other papers and perform such further acts as may be reasonably required, desirable or requested to carry out the provision hereof and the transactions contemplated hereby.

(b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware irrespective of conflicts of law principles.

(c) **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and a facsimile of this Agreement or of a signature of any party shall be effective as an original.

(d) **Amendments.** This Agreement may be amended or modified and the terms and conditions hereof may be waived by a written instrument signed by the parties hereto which, if provided for in such instrument, shall be deemed to be effective as of the Effective Date.

(e) **Recitals; Schedules.** Each and all of the recitals set forth above and the schedules attached hereto are hereby incorporated into this Agreement by reference.

(f) **Successors and Assigns.** The rights, title, benefits and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

(g) **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer upon any person or entity, other than the parties hereto, or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

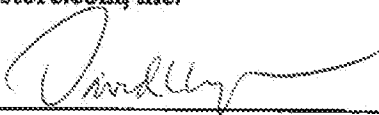
(h) **Rules of Construction.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the contribution of the de-luxe Assets. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement and other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be duly executed and delivered as of the date first above written.

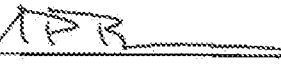
drugstore.com, inc.

By: 

Name: David Lonczak

Title: Vice President, CMO

Salu Beauty, Inc.

By: 

Name: Steve Brown

Title: COO

	drugstore.com, inc.	
Legal	<u>AR</u>	Date <u>5/14/12</u>
Finance	<u>SN</u>	Date <u>5/15/12</u>
Sourcing	<u>N/A</u>	Date <u>N/A</u>

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be duly executed and delivered as of the date first above written.

drugstore.com, inc.

By: _____

Name: David Lonczak

Title: Vice President, CMO

Salu Beauty, Inc.

By: _____

Name: Steve Brown

Title: COO

drugstore.com, inc.	
Legal <u>AR</u>	Date <u>5.14.2012</u>
Finance <u>SN</u>	Date <u>5/15/12</u>
Sourcing <u>N/A</u>	Date <u>N/A</u>

Schedule 1

de~luxe Assets

As of September 1, 2011

1. **Assets.** The Assets will include the following items:
 - 1.1. **de~luxe® Intellectual Property.** Any and all rights, title and interest to (a) the trademarks, service marks, trade names, and domain names listed in **Exhibit A**, and applications and registrations therefor; (b) the copyrights, and registrations thereof; (c) mask works and registrations and applications for registration thereof; (d) computer software, data and documentation; (e) trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice; (f) know-how, manufacturing and production processes and techniques, research and development information, whether electronic or otherwise, associated with or related to the formulation of the Products; (g) marketing or promotional designs, brochures, advertisements, concepts, literature, books, media rights, and all other promotional property or copyrightable works; (h) financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information; (i) 1-800 phone number associated with the Products and (j) other proprietary rights relating to any of the foregoing that are associated with or related to the de~luxe® brand (collectively, the “**Intellectual Property**”).
 - 1.2. **Claims Related to Assets.** All claims, causes of action, rights of recovery, including without limitation insurance coverage, and rights of setoff of every type and kind relating to the Intellectual Property, whether accruing before or after the Closing Date.

EXHIBIT A

Trademarks & Applications

de~luxe trademarks

#	Category	Description
1	Trademark	de~luxe oval logo (reg# 3015721)
2	Trademark	de~luxe standard character mark (reg# 2933419)
3	Trademark	de~luxe oval rectangle logo (reg# 3015720)
4	Trademark	de~luxe design plus words (for air and house freshener products) (reg# 2988101)
5	Trademark	de~luxe design plus words (for air and house freshener products) (reg#2988100)
6	Trademark	de~luxe standard character mark (for air and house freshener products) (reg#3009407)
7	Trademark	deluxe logo - design plus words (reg# 2895366)
8	Trademark	de~luxe logo - design plus words (reg# 2895365)
9	Trademark	de~luxe - standard character mark (reg#2906264)
10	Trademark	SaVON de~luxe - Standard Character Mark (reg# 2895364)
11	Trademark	SaVON de~luxe Winter Aid Soaps - Design Plus Words (reg# 2978217)
12	Trademark	SaVON de~luxe French Milled Soaps - Design Plus Words -(reg# 2886214)
13	Trademark	SaVON de~luxe French Milled Soaps - Words & Letters (reg# 2893073)
14	Trademark	Bain de~luxe foaming body scrub logo (reg# 2830105)
15	Trademark	Bain de~luxe Luxury Body Wash - typed drawing (reg#2881513)
16	Trademark	Bain de~luxe - Typed Drawing (reg# 2881511)
17	Trademark	Bain de~luxe Foaming Body Scrub - Typed Drawing (reg# 2830104)
18	Trademark	Bain de~luxe Luxury Body Wash - Design Plus Words - (reg# 2769177)
19	Trademark	Crème de~luxe winter aid lotion design + words (reg#2978219)
20	Trademark	Crème de~luxe luxury body crème - Standard Character Mark (reg#2906267)
21	Trademark	Crème de~luxe - Standard Character mark (reg# 2906263)
22	Trademark	Crème de~luxe Winter Aid Balm - (reg# 2978220)
23	Trademark	Crème de~luxe Luxury Body Crème - Design Plus Words (reg# 2769178)
24	Trademark	Eau de~luxe bath & body mist (reg # 3145597)
25	Trademark	Eau de~luxe bath & body mist (reg # 3145596)
26	Trademark	Authentic Salon Quality Hair Care (reg#2888048)
27	Trademark	Authentic Spa Quality Personal Care - TYPED DRAWING (reg#2888021)
28	Intl Trademark	SaVON de~luxe French Milled Soaps Registered European Community TM (#2,864,643)
29	Intl Trademark	SaVON de~luxe French Milled Soaps Taiwan (#1,071,335)

or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(h) Rules of Construction. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the contribution of the de-luxe Assets. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto other than as set forth herein. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement and other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]