

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
Salu Beauty, Inc.		08/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Drugstore.com, Inc.
Street Address:	411 108th Avenue NE, Suite 1400
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2888048	AUTHENTIC SALON QUALITY HAIR CARE
Registration Number:	2888021	AUTHENTIC SPA QUALITY PERSONAL CARE
Registration Number:	2881511	BAIN DE~LUXE
Registration Number:	2830105	BAIN DE~LUXE FOAMING BODY SCRUB
Registration Number:	2769177	BAIN DE~LUXE LUXURY BODY WASH
Registration Number:	2769178	CREME DE~LUXE LUXURY BODY CREME
Registration Number:	3009407	DE~LUXE
Registration Number:	2906264	DE~LUXE
Registration Number:	3015721	DE~LUXE
Registration Number:	2895366	DE~LUXE
Registration Number:	2988101	DE~LUXE
Registration Number:	3015720	DE~LUXE
Registration Number:	2933419	DE~LUXE
Registration Number:	3667446	MAISON DE~LUXE

OP \$415.00 2888048

Registration Number:	2895364	SAVON DE~LUXE
Registration Number:	2886214	SAVON DE~LUXE FRENCH MILLED SOAPS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (847) 315-4582

Email: ipdocket@walgreens.com

Correspondent Name: Cary M. Pumphrey / Walgreen Co.

Address Line 1: 104 Wilmot Road, MS #1430

Address Line 4: Deerfield, ILLINOIS 60015

ATTORNEY DOCKET NUMBER:	SALU TO DSCM ASSIGNMENT
NAME OF SUBMITTER:	Cary M. Pumphrey
Signature:	/carympumphrey/
Date:	12/04/2013

Total Attachments: 8

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of the _____ of Aug 31, 2013 by and between Salu Beauty, Inc., a Delaware corporation ("Salu") and drugstore.com, inc., a Delaware corporation ("DSCM").

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, per the prior Contribution Agreement dated September 2, 2011, DSCM transferred the de-luxe Assets to Salu and Salu accepted the de-luxe Assets from DSCM;

WHEREAS, Salu now desires to transfer the de-luxe Assets back to DSCM, and DSCM desires to accept the de-luxe Assets from Salu, 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, Salu hereby contributes, assigns, transfers, conveys and delivers to DSCM on an as-is, where-is basis, and DSCM hereby accepts from Salu all of Salu'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, DSCM 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 the Company 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 Aug 31, 2013 (the "Effective Date").

4. Representations and Warranties of Salu Salu hereby represents and warrants to DSCM that as of the Effective Date: (i) Salu 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) Salu 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 Salu will not (a) violate any contract to which Salu is a party or any judicial or administrative order by which Salu is bound or (b) affect Salu'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, DSCM or any of DSCM's assets.

5. Representations and Warranties of DSCM DSCM hereby represents and warrants to Salu that as of the Effective Date: (i) DSCM has all requisite power and authority to enter into, deliver and consummate the transactions contemplated by this Agreement; (ii) the execution, delivery and performance by DSCM of this Agreement has been duly authorized by all necessary action of DSCM; and (iii) DSCM 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.

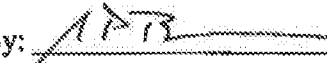
(h) **Rules of Construction.** Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or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

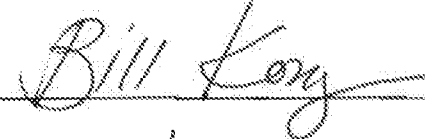
Salu Beauty, Inc.

By: 

Name: STEVE BROWN

Title: COO

drugstore.com, inc.

By: 

Name: Bill Kong

Title: VP

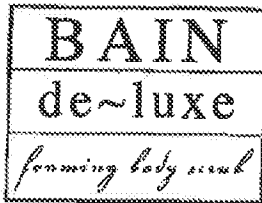
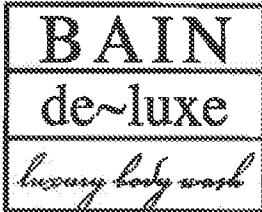




Schedule 1
de~luxc Assets

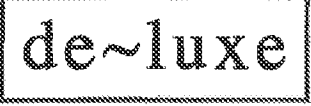
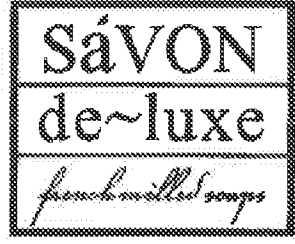
As of November 19, 2013

1. **Assets.** The Assets will include the following items:
 - 1.1. **de~luxc® 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~luxc® 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.

Schedule A

U.S. Trademark Applications and Registrations

Mark	Serial No.	Filing Date	Registration No.	Registration Date
AUTHENTIC SALON QUALITY HAIR CARE	78353647	June 23, 2004	2888048	September 21, 2004
AUTHENTIC SPA QUALITY PERSONAL CARE	78282141	June 23, 2004	2888021	September 21, 2004
BAIN DE~LUXE	78237108	April 12, 2003	2881511	September 7, 2004
	78236864	April 11, 2003	2830105	April 6, 2004
	78105008	January 25, 2002	2769177	January 25, 2002
	78105014	January 25, 2002	2769178	January 25, 2002
DE~LUXE	78282320	August 2, 2003	3009407	October 25, 2005
DE~LUXE	78237125	April 12, 2003	2906264	November 30, 2004
	78975779	August 2, 2003	3015721	November 15, 2005
	78237130	April 12, 2003	2895366	October 19, 2004
	78282324	August 2, 2003	2988101	August 23, 2005

Mark	Serial No.	Filing Date	Registration No.	Registration Date
	78975733	August 2, 2003	3015720	November 15, 2005
DE~LUXE	78975762	August 2, 2003	2933419	March 15, 2005
MAISON DE~LUXE	77421642	March 13, 2008	3667446	August 11, 2009
SAVON DE~LUXE	78237082	April 12, 2003	2895364	October 19, 2004
	78105493	January 29, 2002	2886214	September 21, 2004

Foreign Trademark Registrations

European Community (CTM)

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SAVON DE~LUXE FRENCH MILLED SOAPS	002864643	September 20, 2002	002864643	April 15, 2004