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VITACOST.COM, INC.

FORM 8-A12B/A

(Amended Securities Registration (section 12(b)))

Filed 06/20/11

Address	5400 BROKEN SOUND BLVD NW SUITE 500 BOCA RATON, FL 33487-3521
Telephone	(561) 982-4180
CIK	0001401688
Symbol	VITC
SIC Code	5961 - Catalog and Mail-Order Houses
Industry	Retail (Grocery)
Sector	Services
Fiscal Year	12/31

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-A/A
Amendment No. 1

FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

VITACOST.COM, INC.
(Exact name of Registrant as specified in its charter)

Delaware **(State of incorporation or organization)**	**37-1333024** **(I.R.S. Employer Identification Number)**
5400 Broken Sound Blvd. – NW, Suite 500 **Boca Raton, Florida** **(Address of principal executive offices)**	**33487-3521** **(Zip code)**

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class to be so Registered	Name of each exchange on which each class is to registered
Preferred Stock Purchase Rights	The Nasdaq Stock Market LLC

If this Form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), please check the following box. ☒

If this Form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), please check the following box. ☐

Securities Act registration statement file number to which this form relates (if applicable): **Not Applicable**

Securities to be registered pursuant to Section 12(g) of the Act: **None**

Item 1. Description of the Registrant's Securities to be Registered.

On June 16, 2011, Vitacost.com, Inc. (the "Corporation") entered into Amendment No. 1 (the "Amendment") to the Rights Agreement dated March 24, 2010, between the Company and Mellon Investor Services LLC (the "Rights Agreement").

As a result of the Amendment, (i) the rights to purchase Series A Junior Participating Preferred Stock of the Corporation (the "Rights") pursuant to the Rights Agreement expired at 5:00 p.m. (New York time) on June 16, 2011 (the "Final Expiration Date") and there no longer will be a Right associated with each outstanding share of the Corporation's common stock after the Final Expiration Date, (ii) the Rights Agreement expired on the Final Expiration Date, and (iii) no person will have any rights pursuant to the Rights Agreement.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 4.2 hereto and is incorporated herein by reference. The foregoing is also qualified in its entirety by reference to the description and full text of the Rights Agreement contained in the Corporation's Current Report on Form 8-K filed on March 25, 2010 which is incorporated herein by reference.

Item 2. Exhibits.

Exhibit Number	Description
4.1*	Rights Agreement dated March 24, 2010, between the Company and Mellon Investor Services LLC, as Rights Agent (incorporated by reference to Exhibit 4.1 to the Corporation's Current Report on Form 8-K, filed March 25, 2010).
4.2	Amendment No. 1 to Rights Agreement, dated as of June 16, 2011, between Vitacost.com, Inc. and Mellon Investor Services LLC, as Rights Agent.

* Previously filed.

SIGNATURES

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

VITACOST.COM, INC.

Date: June 20, 2011

By: /s/ Stephen Markert, Jr.
Name: Stephen Markert, Jr.
Title: Interim Chief Financial Officer

EXHIBIT INDEX

Exhibit Number	Description
4.1*	Rights Agreement dated March 24, 2010, between the Company and Mellon Investor Services LLC, as Rights Agent (incorporated by reference to Exhibit 4.1 to the Corporation's Current Report on Form 8-K, filed March 25, 2010).
4.2	Amendment No. 1 to Rights Agreement, dated as of June 16, 2011, between Vitacost.com, Inc. and Mellon Investor Services LLC, as Rights Agent.

* Previously filed.

AMENDMENT NO. 1 TO RIGHTS AGREEMENT

This Amendment No. 1 ("Amendment No. 1") dated as of June 16, 2011, to the Rights Agreement dated as of March 24, 2010 (the "Rights Agreement"), is entered into by and between Vitacost.com, Inc., a Delaware corporation (the "Company"), and Mellon Investor Services LLC, a New Jersey limited liability company, as rights agent (the "Rights Agent").

W I T N E S S E T H:

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company may from time to time supplement or amend the Rights Agreement in accordance with Section 27 thereof;

WHEREAS, the Company has determined that it is in the best interest of the Company and its stockholders to amend the Rights Agreement as set forth below;

WHEREAS, all acts and things necessary to make this Amendment No. 1 a valid agreement, enforceable according to its terms, have been done and performed, and the execution and delivery of this Amendment No. 1 by the Company and the Rights Agent have been in all respects duly authorized by the Company and the Rights Agent.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, the Company and the Rights Agent agree as follows:

1. Definitions . Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings assigned to such terms in the Rights Agreement.

2. Amendment of Section 1(l) . The parties hereby agree that Section 1(l) of the Rights Agreement is hereby amended in its entirety as follows:

" Final Expiration Date ” shall mean the Close of Business on June 16, 2011.

3. Amendments of Exhibits . The Exhibits to the Rights Agreement shall be restated to reflect this Amendment No. 1, including the making of all conforming changes.

4. Effectiveness . This Amendment No. 1 shall be effective as of the date hereof. Notwithstanding anything to the contrary herein or in the Rights Agreement, each of the Company and the Rights Agent hereby acknowledges and agrees that at the Close of Business on the Final Expiration Date (as amended hereby), the Rights Agreement shall terminate and be of no further force and effect.

5. Governing Law . THIS AMENDMENT NO. 1 SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF DELAWARE AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE APPLICABLE TO CONTRACTS TO BE MADE AND PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED, HOWEVER, THAT ALL PROVISIONS REGARDING THE RIGHTS, DUTIES AND OBLIGATIONS OF THE RIGHTS AGENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

6. Miscellaneous

(a) The amendment to the Rights Agreement set forth herein is limited precisely as written and shall not be deemed to be a consent to any waiver of or a modification of any other term or condition of the Rights Agreement or any of the instruments or agreements referred to therein. Except as expressly modified hereby, the terms and conditions of the Rights Agreement shall continue in full force and effect. Whenever the Rights Agreement is hereinafter referred to, it shall be deemed to mean the Rights Agreement as amended and modified hereby.

(b) If any term, provision, covenant or restriction of this Amendment No. 1 is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment No. 1 shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

(c) This Amendment No. 1 may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(d) The headings of the sections of this Amendment No. 1 have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed as of the day and year first written above.

VITACOST.COM, INC.

By *<u>/s/ Stephen Markert, Jr</u>*
Name: Stephen Markert, Jr.
Title: Interim Chief Financial Officer

MELLON INVESTOR SERVICES LLC,
as Rights Agent

By *<u>/s/ Judy Hsu</u>*
Name: Judy Hsu
Title: Vice President, Relationship Manager