

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardflo, Inc.		09/28/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Interactive Communications International, Inc.
Street Address:	250 Williams Street
Internal Address:	Suite M-100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77292210	PLASTIC JUNGLE BUY, SELL & TRADE GIFT CA
Serial Number:	77437366	PLASTIC VAULT
Serial Number:	85038269	PLASTIC JUNGLE
Serial Number:	85038274	
Registration Number:	3620593	PLASTIC JUNGLE

CORRESPONDENCE DATA

Fax Number: 804-767-34
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 831-661-5396
 Email: info@landmarkip.com
 Correspondent Name: Gregory M Murphy
 Address Line 1: 23 Seascape Village
 Address Line 4: Aptos, CALIFORNIA 95003

OP \$140.00 77292210

NAME OF SUBMITTER:	Gregory M Murphy
Signature:	/Gregory M Murphy/
Date:	05/28/2013
<p>Total Attachments: 16</p> <p>source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page1.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page2.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page3.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page4.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page5.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page6.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page7.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page8.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page9.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page10.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page11.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page12.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page13.tif source=PJ - Security Agreement (Final)_ (PALIB2_6031155_8)#page14.tif source=Certificate of Amendment - Name Change (May 2012)_ (palib2_6322390_3)#page1.tif source=Certificate of Amendment - Name Change (May 2012)_ (palib2_6322390_3)#page2.tif</p>	

SECURITY AGREEMENT

This Security Agreement (this "**Security Agreement**"), dated as of September 28, 2012, is executed by **Plastic Jungle, Inc.**, a Delaware corporation ("**Company**"), in favor of **Interactive Communications International, Inc.**, a Florida corporation ("**Secured Party**").

RECITALS

A. Company and Secured Party have entered into a Note Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Company has issued a convertible promissory note (as amended, modified or otherwise supplemented from time to time) to Secured Party (the "**Note**").

B. In order to induce Secured Party to extend the credit evidenced by the Note, Company has agreed to enter into this Security Agreement and to grant to Secured Party the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Secured Party of every kind, nature and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note, the Purchase Agreement and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"**Permitted Liens**" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations,

incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Secured Party; (e) Liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods and (g) Liens in favor of financial institutions arising in connection with the deposit and/or securities accounts held at such institutions, whether arising by law or contract.

“UCC” means the Uniform Commercial Code as in effect in the State of Florida from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note or the Purchase Agreement, as applicable. Unless otherwise defined herein, all terms used in this Agreement but not defined in this Agreement, the Note or the Purchase Agreement shall have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the for the prompt payment and performance in full when due of its Obligations (whether at stated maturity, by acceleration or otherwise), Company hereby pledges to Secured Party and grants to Secured Party a continuing security interest of first priority, subject to Permitted Liens, in all right, title and interests of Company in and to the property described in Attachment 1 hereto, wherever located, whether now owned or existing, or hereafter arising or from time to time acquired (collectively, the “**Collateral**”).

Notwithstanding the foregoing and subject to the prior written consent of the Secured Party (not to be unreasonably withheld), the security interest granted herein shall not extend to and the term “Collateral” shall not include any equipment or inventory, the purchase of which equipment or inventory is financed by a third party (but only such equipment or inventory so financed); *provided, however, that* such equipment or inventory shall be deemed “Collateral” hereunder if such third party financier’s Lien is released or otherwise terminated.

3. General Representations and Warranties. Company represents and warrants to Secured Party that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Secured Party has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the address of the Company for its receipt of notices set forth in Section 7(a) of this Security Agreement.

4. Covenants Relating to Collateral. Company hereby agrees as follows:

(a) The Company agrees to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens.

(b) The Company agrees not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral.

(c) The Company agrees to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral;

(d) Without prior written notice to Secured Party, the Company agrees (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, and (ii) not to change Company's state of incorporation.

(e) The Company agrees to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Secured Party all originals of Collateral consisting of instruments.

(f) The Company agrees keep the Collateral free and clear of any and all Liens, excepting only the lien created by this Security Agreement and Permitted Liens.

(g) The Company agrees at all times maintain complete and materially accurate records of the Company's business, specifically including Company's accounts receivable and contract rights.

(h) The Company agrees to keep the Collateral insured against fire and other casualties in amounts standard for companies in Borrower's industry and location, with such insurance to be maintained under policies that are not subject to cancellation or modification by the insurer without at least ten (10) days' prior written notice to Secured Party and furnish the Secured Party with evidence of such insurance as Secured Party may, from time to time, request;

(i) The Company agrees to furnish the Secured Party such information concerning the Company, the Notes and the Collateral as the Secured Party may at any time reasonably request.

(j) The Company agrees to permit the Secured Party and its representatives on thirty (30) days prior notice to inspect any and all of the Collateral, and to inspect, audit and make copies of and extracts from all records and all other papers in possession of the Company pertaining to the Note and the Collateral and will, on request of the Secured Party, deliver to the Secured Party all such records and papers for the purpose of enabling the Secured Party to inspect, audit and copy same quarterly if it so chooses. Any of the Company's records delivered to the Secured Party shall be returned to the Company as soon as the Secured Party shall have completed its inspection, audit and/or copying thereof.

(k) The Company agrees, at such times as the Secured Party may request, to deliver to the Secured Party a schedule identifying the Collateral subject to the security interest of this Security Agreement, and such additional schedules, certificates, and reports respecting all or any of Collateral at the time subject to the security interest of this Security Agreement, and the items or amounts received by the

Company in full or partial payment or otherwise as proceeds received in connection with any Collateral. Any such schedule, certificate or report shall be executed by a duly authorized officer of the Company on behalf of the Company and shall be in such form and detail as Secured Party may reasonably specify. The Company shall immediately notify the Secured Party of the occurrence of any event causing loss or depreciation in the value of the Collateral, and the amount of such loss or depreciation.

(l) If and when so requested by the Secured Party, the Company will stamp on the records of the Company concerning the Collateral a notation, in a form satisfactory to the Secured Party, of the security interest of the Secured Party under this Security Agreement.

5. Rights of Secured Party. COMPANY HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE SECURED PARTY AND ANY OFFICER OR AGENT THEREOF, WITH FULL POWER OF SUBSTITUTION, AS ITS TRUE AND LAWFUL ATTORNEY IN FACT WITH FULL IRREVOCABLE POWER AND AUTHORITY IN THE NAME OF THE COMPANY OR IN ITS OWN NAME, TO TAKE, ANY AND ALL ACTIONS AND TO EXECUTE ANY AND ALL DOCUMENTATION WHICH SECURED PARTY AT ANY TIME WHEN A DEFAULT EXISTS AND THEREAFTER FROM TIME TO TIME AFTER A DEFAULT DEEMS NECESSARY OR DESIRABLE TO ACCOMPLISH THE PURPOSES OF THIS AGREEMENT AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY HEREBY GIVES AND GRANTS THE SECURED PARTY THE POWER AND RIGHT ON ITS BEHALF AND IN SECURED PARTY'S OWN NAME TO DO ANY OF THE FOLLOWING WHEN A DEFAULT EXISTS, WITH NOTICE TO THE COMPANY BUT WITHOUT THE CONSENT OF THE COMPANY:

(a) to demand, sue for, collect or receive, in the Company's name or in Secured Party's own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents or any other instruments for the payment of money under the Collateral or any policy of insurance;

(b) to pay or discharge taxes, Liens or other encumbrances levied or placed on or threatened against the Collateral;

(c) to notify post office authorities to change the address for delivery of mail of the Company to an address designated by the Secured Party and to receive, open, and dispose of mail addressed to the Company;

(d) (i) to direct account debtors and any other parties obligated on the Collateral to make payment of any and all monies due and to become due thereunder directly to, or otherwise render performance to or for the benefit of, the Secured Party or as the Secured Party shall direct; (ii) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications and notices in connection with the Collateral; (iv) to commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral (including any Liens or any supporting obligation securing or supporting the payment thereof); (v) to defend any suit, action or proceeding brought against it with respect to any Collateral; (vi) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (vii) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer debtor, registrar or other designated

agency upon such terms as the Secured Party may determine; (viii) to add or release any guarantor, endorser, surety or other party to any of the Collateral; (ix) to renew, extend or otherwise change the terms and conditions of any of the Collateral; (x) to grant or issue any exclusive or nonexclusive license under or with respect to any of the Intellectual Property (subject to the rights of third parties under pre-existing licenses); (xi) to endorse its name on all applications and other documentation necessary or desirable in order for the Secured Party to use any of the Intellectual Property; (xii) to make, settle, compromise or adjust any claims under or pertaining to any of the Collateral (including claims under any policy of insurance); and (M) to sell, transfer, pledge, convey, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Company's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve, maintain, or realize upon the Collateral and the Secured Party's security interest therein.

THIS POWER OF ATTORNEY IS A POWER COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL TERMINATION OF THIS AGREEMENT. The Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges and options expressly or implicitly granted to the Secured Party in this Agreement, and shall not be liable for any failure to do so or any delay in doing so. Neither the Secured Party nor any Person designated by the Secured Party shall be liable for any act or omission or for any error of judgment or any mistake of fact or law, except any of the same resulting from its or their gross negligence or willful misconduct. This power of attorney is conferred on the Secured Party solely to protect, preserve, maintain and realize upon its security interest in the Collateral. The Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve or maintain any Lien or supporting obligation given to secure the Collateral.

6. Default and Remedies.

(a) Default. The following shall constitute a default under this Security Agreement (each, a "Default")": Upon the occurrence of an Event of Default as defined in the Note.

(b) Remedies. If a Default exists and anytime thereafter, the Secured Party shall have the following rights and remedies:

(i) In addition to all other rights and remedies granted to the Secured Party in this Agreement (including those set forth in Section 5 hereof) or in any other Transaction Documents or by applicable law, the Secured Party shall have all of the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral). Without limiting the generality of the foregoing, the Secured Party may: (A) without demand or notice to any Company, collect, receive or take possession of the Collateral or any part thereof and for that purpose the Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable and in the event the Secured Party seeks to take possession of any or all of the Collateral by judicial process, each Company hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action; (B) instruct any bank holding any Company deposit accounts to pay the balance of such deposit account to or for the benefit of the Secured Party; and/or (C) sell, lease or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, on an "as is" and "with all faults" basis, with a disclaimer of all warranties (including warranties of title, possession, quiet enjoyment and the like and all warranties of merchantability and fitness) and upon such other terms as the Secured Party may deem commercially reasonable or otherwise as may be permitted by law. Secured Party

shall not have any obligation to clean-up or otherwise prepare the Collateral for sale if the Secured Party determines that it is not beneficial to do so or if its costs to do so outweigh the benefits expected to be received thereby. The Secured Party shall have the right at any public sale or sales, and, to the extent permitted by applicable law, at any private sale or sales, to bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) and become a purchaser of the Collateral or any part thereof. Upon the request of the Secured Party, the Company shall within ten (10) days (or within such longer number of days as the Secured Party may approve): (1) assemble its Collateral and (2) make it available to the Secured Party at any place or places designated by the Secured Party that are reasonably convenient to it and the Secured Party. The Company agrees that the Secured Party shall not be obligated to give more than ten (10) days prior written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters; provided that no such notice shall be required with respect to any Collateral that is perishable, that threatens to decline speedily in value or is a type customarily sold on the recognized market. The Secured Party shall not be obligated to make any sale of Collateral if it shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. The Company shall be liable for all reasonable expenses of retaking, holding, preparing for sale or the like, and all reasonable attorneys' fees, legal expenses and other costs and expenses incurred by the Secured Party in connection with the collection of its Obligations and the enforcement of the Secured Party's rights under this Agreement and arising as a result hereof. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral applied to its Obligations are insufficient to pay its Obligations in full. The Company waives all rights of marshaling, valuation and appraisal in respect of the Collateral. Any proceeds received or held by the Secured Party in respect of any sale of, collection from or other realization upon all or any part of the Collateral may, in the sole discretion of the Secured Party, be held by the Secured Party as collateral for, and then or at any time thereafter applied in whole or in part by the Secured Party against, the Obligations as provided in this Security Agreement. Any surplus of such proceeds and interest accrued thereon, if any, held by the Secured Party and remaining after payment in full of all the Obligations shall be promptly paid over to the Company or to whomsoever may be lawfully entitled to receive such surplus. The Secured Party shall have no obligation to invest or otherwise pay interest on any amounts held by it in connection with or pursuant to this Agreement.

(ii) The Secured Party may cause any or all of the Collateral held by it to be transferred into the name of the Secured Party or the name or names of the Secured Party's nominee or nominees.

(iii) The Secured Party may exercise any and all of the rights and remedies of any Company under or in respect of the Collateral, including any and all rights to demand or otherwise require payment of any amount under, or performance of any provision of, any of the Collateral and any and all voting rights and corporate powers in respect of the Collateral. The Company shall execute and deliver (or cause to be executed and delivered) to the Secured Party all such proxies and other documentation as the Secured Party may reasonably request for the purpose of enabling the Secured Party to exercise the voting and other rights which it is entitled to exercise pursuant to this clause (ii) and to receive the dividends, interest and other amounts which it is entitled to receive hereunder.

(iv) The Secured Party may collect or receive all money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so.

(v) On any sale of the Collateral, the Secured Party is hereby authorized to comply with any limitation or restriction with which compliance is necessary, in the view of the Secured Party's counsel, in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any applicable governmental unit. Such compliance will not be considered to adversely affect the commercial reasonableness of any sale of any Collateral.

(vi) For purposes of enabling the Secured Party to exercise its rights and remedies under this Section 6 and enabling the Secured Party and its successors and assigns to enjoy the full benefits of the Collateral in each case as the Secured Party shall be entitled to exercise its rights and remedies under this Section 6, the Company hereby grants to the Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to it) to use, assign, license or sublicense any of its Intellectual Property, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and all computer programs used for the completion or printout thereof and further including in such license such rights of quality control and inspection as are reasonably necessary to prevent the Trademarks included in such license from claims of invalidation. This license shall also inure to the benefit of all successors, assigns and transferees of the Secured Party.

(vii) The Company recognizes that the Secured Party may be unable to effect a public sale of any or all of the Collateral by reason of certain prohibitions contained in the laws of any jurisdiction outside the United States or in the Securities Act of 1933, as amended from time to time (the "Securities Act") and applicable state securities laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Collateral for their own account for investment and not with a view to the distribution or resale thereof. Each Company acknowledges and agrees that any such private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall, to the extent permitted by law, be deemed to have been made in a commercially reasonable manner. Secured Party shall not be under any obligation to delay a sale of any of the Collateral for the period of time necessary to permit the issuer of such securities to register such securities under the laws of any jurisdiction outside the United States, under the Securities Act or under any applicable state securities laws, even if such issuer would agree to do so. Each Company further agrees to do or cause to be done, to the extent that it may do so under applicable law, all such other reasonable acts and things as may be necessary to make such sales or resales of any portion or all of the Collateral valid and binding and in compliance with any and all applicable laws, regulations, orders, writs, injunctions, decrees or awards of any and all courts, arbitrators or governmental units, domestic or foreign, having jurisdiction over any such sale or sales, all at the Company's expense.

(viii) To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, the Company acknowledges and agrees that it is not commercially unreasonable for Secured Party: (a) to fail to incur expenses reasonably deemed significant by Secured Party to prepare any Collateral for disposition; (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of the Collateral to be collected or disposed of; (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens on or any adverse claims against the Collateral; (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (f) to contact other persons, whether or not in the same business as Company, for expressions of interest in acquiring all or any portion of the Collateral; (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (h) to dispose of Collateral by utilizing Internet sites that provide for the

auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (i) to dispose of assets in wholesale rather than retail markets; (j) to disclaim disposition warranties; (k) to purchase insurance or credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral or to provide Secured Party a guaranteed return from the collection or disposition of Collateral; (l) to the extent deemed appropriate by Secured Party, to obtain the services of brokers, investment bankers, consultants and other professionals (including Secured Party and its affiliates) to assist Secured Party in the collection or disposition of any of the Collateral; or (m) to comply with any applicable state or federal law requirement in connection with the disposition or collection of the Collateral. The Company acknowledges that this Section is intended to provide non-exhaustive indications of what actions or omissions by Secured Party would not be commercially unreasonable in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed commercially unreasonable solely by not being included in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Company or to impose any duties upon Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Secured Party;

(ii) Second, to the payment to Secured Party of the amount then owing or unpaid to Secured Party (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to Secured Party under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Secured Party under this Security Agreement shall be in writing and sent by email or delivered to each party to email address or its address set forth below (or to such other email address or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when delivered by hand, upon delivery; and (d) when send by email, upon confirmation of receipt.

Secured Party: Interactive Communications International, Inc.
250 Williams Street
Suite 204Atlanta, Georgia 30303
Attn: Jeff Baker
Telephone: (770) 240-6135

Electronic mail: jbaker@incomm.com

with a copy which shall not constitute notice to:

Legal Department at the address for Secured Party above and electronic mail mgruenhut@incomm.com, and

Tobin & Reyes, P.A.
5355 Town Center Road
Boca Raton, Florida 33486
Attn: David S. Tobin
Telephone: (561) 620-0656
Electronic mail: dst@tobinreyes.com

Company:

Plastic Jungle, Inc.
100 South Ellsworth Avenue, 9th Floor
San Mateo, CA 94401
Attn: CEO
Telephone: 650-465-2000
Electronic mail: dan@plasticjungle.net

with a copy which shall not constitute notice to:

Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304
Attn: Jon C. Avina
Telephone: (650) 493-9300
Electronic mail: javina@wsgr.com

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Secured Party hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Secured Party will execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Company and their respective successors and assigns; *provided, however,* that

Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Party.

(f) Cumulative Rights, etc. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Company waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(g) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(h) Expenses. Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

(i) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Secured Party and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Party.

(j) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(l) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflicts of law rules (except to the extent governed by the UCC).

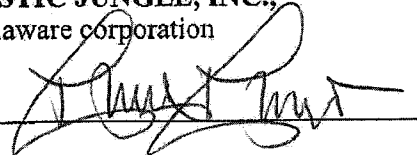
(m) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(n) Jurisdiction and Venue. Each of the parties irrevocably consents to the exclusive jurisdiction of, and venue in, the state courts in Palm Beach County in the State of Florida (or in the event of exclusive federal jurisdiction, the courts of the Southern District of Florida), in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, and agrees that process may be served upon them in any manner authorized by the laws of the State of Florida for such persons. Each party hereby irrevocably waives trial by jury on any action, proceeding or counterclaim, whether at law or equity, arising out of or in connection with this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

PLASTIC JUNGLE, INC.,
a Delaware corporation

By: 

Name: Bruce Bower

Title: Chief Executive Officer

AGREED:

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation
as Secured Party

By: _____

Name: Scott Meyerhoff

Title: Chief Financial Officer

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

PLASTIC JUNGLE, INC.,
a Delaware corporation

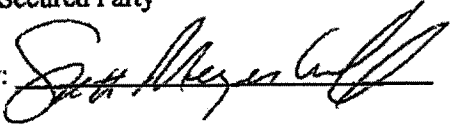
By: _____

Name: Bruce Bower

Title: Chief Executive Officer

AGREED:

INTERACTIVE COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation
as Secured Party

By:  _____

Name: Scott Meyerhoff

Title: Chief Financial Officer

Plastic Jungle, Inc.
Security Agreement

TRADEMARK
REEL: 005036 FRAME: 0391

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All Accounts and Accounts Receivable;
- (ii) All Chattel Paper;
- (iii) All Commercial Tort Claims;
- (iv) All Deposit Accounts and cash;
- (v) All Documents;
- (vi) All Equipment;
- (vii) All General Intangibles;
- (viii) All Goods;
- (ix) All Instruments;
- (x) All Intellectual Property;
- (xi) All Inventory;
- (xii) All Investment Property;
- (xiii) All Letter-of-Credit Rights;
- (xiv) without limiting the generality of the foregoing, all other personal property of the Company, whether now existing or hereafter acquired from time to time; and
- (xv) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term “**Intellectual Property**” means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of Florida as in effect from time to time.

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PLASTIC JUNGLE, INC.", CHANGING ITS NAME FROM "PLASTIC JUNGLE, INC." TO "CARDFLO, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF MAY, A.D. 2013, AT 10:26 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4257428 8100

130663534




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0461282

DATE: 05-28-13

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 005036 FRAME: 0393

CERTIFICATE OF AMENDMENT
OF THE
EIGHTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
PLASTIC JUNGLE, INC.

Plastic Jungle, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. The Corporation was originally formed on April 11, 2005, as a California limited liability company under the name "Plastic Jungle, LLC" and converted to a Delaware corporation on November 27, 2006, under the name "Plastic Jungle, Inc."

2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on November 27, 2006.

3. In accordance with Sections 242 of the General Corporation Law of the State of Delaware ("Delaware Law"), the amendment herein set forth has been duly approved by the Board of Directors of the Corporation pursuant to Section 141 of Delaware Law and by stockholders of the Corporation pursuant to Section 228 of Delaware Law.

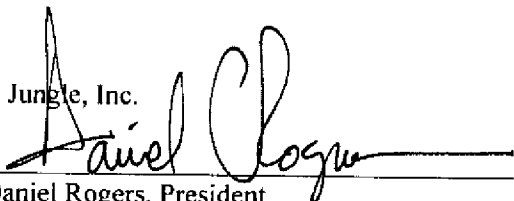
4. Article FIRST of the Eighth Amended and Restated Certificate of Incorporation, as amended, is hereby amended and restated to read in full as follows:

"FIRST: The name of the Corporation (hereinafter called the "Corporation") is CardFlo, Inc."

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by the authorized officer this 24 day of May, 2013.

Plastic Jungle, Inc.

By:


Daniel Rogers, President