# 900276922 01/10/2014

# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CardFlo, Inc.		11/18/2013	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	InComm Plastic Jungle Acquisition, LLC		
Street Address:	250 Williams Street		
Internal Address:	Suite M-100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: Georgia		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3620593	PLASTIC JUNGLE

### 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.

Email:

info@landmarkip.com

Correspondent Name:

Landmark Intellectual Property Law, PC

Address Line 1:

23 Seascape Village

Address Line 4:

Aptos, CALIFORNIA 95003

NAME OF SUBMITTER:	Gregory M Murphy
Signature:	/Gregory M Murphy/
Date:	01/10/2014

#### Total Attachments: 3

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DEMARK

# **Trademark Assignment**

This Trademark Assignment ("Assignment") is made by and between **CardFlo, Inc.** (formerly known as Plastic Jungle, Inc.), a Delaware corporation having a place of business at 100 South Ellsworth Avenue, 9<sup>th</sup> Floor, San Mateo, California, 94401 (the "Assignor").

### Recitals

Whereas, Assignor is the owner of the registered trademarks identified below (the "TRADEMARKS"):

Mark	Registration No.	Registration Date	Country	
PLASTIC JUNGLE	3620593	5/12/2009	US	
PLASTIC JUNGLE	9147364	11/16/2010	EPO	
PLASTIC JUNGLE	1364270	1/25/2011	AU	

Whereas, InComm Plastic Jungle Acquisition, LLC, a Florida limited liability company, having a place of business at 250 Williams Street, Suite M-100, Atlanta, Georgia 30303 (hereinafter referred to as "Assignee"), desires to acquire the entire right, title and interest in and to the TRADEMARKS; and

Whereas, Assignor owns the right to the TRADEMARKS, and whereas Assignor has the right to sell, assign and transfer such TRADEMARKS to Assignee.

### Assignment

Now, therefore, for good and valuable consideration related to that certain Asset Purchase Agreement dated as of November 18, 2013 (the "Purchase Agreement") entered into by and among Assignee, Interactive Communications International, Inc., a Florida corporation, and Assignor the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the TRADEMARKS (including, but not limited to, all registration rights with respect to the TRADEMARKS, all rights to prepare derivative marks, all goodwill, and all other rights relating to the TRADEMARKS) subject to the Security Interest and any restrictions arising under the Security Agreement (as such terms are defined in the Purchase Agreement) and any non-exclusive licenses granted to CVS Pharmacy, Inc. (pursuant to that certain Branded Exchange Agreement between Plastic Jungle, Inc. and CVS Pharmacy, Inc., dated September 19, 2012), Best Buy Enterprise Services, Inc. (pursuant to that certain Branded Exchange Agreement between Plastic Jungle, Inc. and Best Buy Enterprise Services, Inc., dated December 15, 2012) and Mileage Plus Holdings LLC (pursuant to that certain Services Agreement between Plastic Jungle, Inc., Mileage Plus Holdings LLC and Continental Airlines, Inc., dated January 23, 2011).

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Assignor also hereby sells, assigns, transfers, and conveys unto Assignee, its successors and assigns, the right to sue for any and all infringement of the TRADEMARKS occurring prior to the date of this Assignment.

Assignor covenants and agrees to, promptly at any time upon the request of the Assignee and its successors and assigns, at Assignee's cost and expense, provide such further information, execute such further assignments and documents, and do all lawful acts as necessary to secure Assignee's rights in the TRADEMARKS or any derivative marks therefrom.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

[Signature on the following page.]

TRADEMARK
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Witness the following signature, made as of the date set forth.

Assignor:

CARDINO, INC.,

a Delaware corporation

Printed Name:\_

DANIER CROGERS

Title: CEZ

Date: 11-17-13

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**RECORDED: 01/10/2014**