

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
X6D Limited		12/31/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Hyperion Investments Inc.		
Street Address:	8 Copthall		
City:	Roseau Valley		
State/Country:	DOMINICA		
Postal Code:	00152		
Entity Type:	LIMITED LIABILITY COMPANY: DOMINICA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85116119	XPAND	
Serial Number:	85168290	XPAND 3D	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	costeiram@gmail.com		
Correspondent Name:	Maria Costeira		
Address Line 1:	Barvarska steza 6		
Address Line 4:	Ljubljana, SLOVENIA 1000		
NAME OF SUBMITTER:	Maria Costeira		
SIGNATURE:	/Maria Costeira/		
DATE SIGNED:	06/27/2014		
Total Attachments: 6			
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TRADEMARK

TRADEMARK TRANSFER AGREEMENT

This Trademark Transfer Agreement ("Agreement") is made this 31st day of December 2013 ("Effective Date") by and between: (1) X6D LIMITED, a company organised and existing under the laws of Cyprus, having its registered seat at 195, Arch. Makariou III, Neocleous House, 3030 Limassol, Cyprus ("X6D") and (2) Hyperion Investments Inc., a company organised and existing under the laws of Commonwealth of Dominica, having its registered seat at 8 Copthall, Roseau Valley 00152, The Commonwealth of Dominica ("Hyperion"), hereinafter both referred to as "parties" and individually as "party".

RECITLS

WHEREAS, X6D is the owner of trademarks listed in Exhibit 1 hereof;

WHEREAS, X6D has a debt towards Hyperion resulting from a Loan Agreement and Promissory Note dated 20th October 2011, Annex 1 to the Loan Agreement dated 20th October 2012 whereas on the Effective Date, the balance of the loan is One Hundred and Thirty Thousand (130,000.00) euros ("Loan"); and

WHEREAS, due to running cash flow problems, X6D is unable to settle the Loan to Hyperion although the Loan has already matured and is due; and

WHEREAS, Ms. Maria Costeira, the legal representative of X6D and the ultimate beneficiary owner ("UBO") of Hyperion is one of the actual authors of Trademarks and is the author of conceptual idea of Trademarks; and

WHEREAS, for partial settlement of the Loan, X6D is desirous of transferring its trademarks listed in Exhibit 1 hereof ("Trademarks") to Hyperion, and Hyperion is desirous of licensing back to X6D Trademarks, under the terms and conditions of this Agreement; and

WHEREAS, it is established by the parties that Mr. Sergej Racman, the other UBO of X6D owes to X6D, through various of his companies (including, without limitation, KOLOSEJ d.o.o., KOLOSEJ zabavni centri, d.o.o., LENT INVEST d.o.o., Adriatic Invest, d.o.o., KOLOSEJ 5 d.o.o., STRIKE INVESTMENTS d.o.o., RIO ROYALE d.o.o., ONISAC d.o.o., PM & A FA d.o.o., AUCTOR d.o.o., P.C.I. d.o.o., 3-D Logistika d.o.o.) approximately 7.6 million euros in principal ("Racman Debt"), whereas the inclination for conclusion of this Agreement is that this Agreement shall represent a security for Racman Debt to be cleared through payment towards X6D, upon which clearance through payment, the ownership to Trademarks shall be returned to X6D by Hyperion.

NOW, in consideration of the mutual covenants and premises herein, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Transfer of Trademarks.

1.1 Transfer of Trademarks. Subject to further terms and conditions of this Agreement, X6D sells, assigns, transfers, conveys, and delivers to Hyperion, free and clear of all liens and other interests, all right, title, and interest in, to and under the Trademarks for a mutually agreed consideration. The transfer of Trademark from X6D to Hyperion includes transfer or any and all goodwill belonging to Trademarks.

1.2 Consideration. The parties are in agreement that the consideration for transfer of Trademarks is, and is intended to be, an arms-length-transaction. For determining the consideration, the parties have taken into consideration the following parameters: (i) X6D's EBIDTA for 2013 -- it is

represented by X6D's book of accounts that X6D's EBIDTA for 2013 shall be slightly below one million U.S. Dollars, which the parties, for purposes of this Agreement shall fix at one million U.S. Dollars exact; (ii) considering market feedback, X6D is establishing that Trademarks represent the value of ten per cent (10%) of X6D's EBIDTA for 2013; (iii) taking into account that Trademarks shall be licensed back to X6D, royalty-free, the consideration shall represent half the value of ten percent of X6D's EBIDTA for 2013 as fixed by the parties herein. Considering the foregoing, the parties agree that a fair, arms-length-transaction value of the consideration for transfer of Trademarks is Fifty Thousand U.S. Dollars. (\$50,000.00).

1.3 Settlement of Consideration. The parties agree that instead of payment of the Consideration by Hyperion, the amount of the Consideration shall be set-off against the amount of Loan, on the Effective Date of this Agreement, applying the exchange rate between U.S. Dollars and EURO on the Effective Date in accordance with X6D's accounting principles. For purpose of this off-set, the parties agree that this Agreement also has a nature of signed barter, effective on the Effective Date hereof.

1.4 Registering of Transfer, Bearing Costs. It is agreed between the parties that upon execution of this Agreement, X6D shall sign all necessary documents for registering with appropriate IP offices the transfer of Trademarks. As of the day of transfer, the responsibility for bearing the costs relating to Trademarks, such as registration, maintenance, renewal of Trademarks, shall be borne exclusively by Hyperion. However, should X6D undertake any such costs after the Effective Date related to Trademarks, Hyperion shall reimburse X6D for all such costs. Further, it is agreed between the parties that provided a transfer in various trademark registers (such as WIPO) cannot be made to the benefit of Hyperion, the transferee on the documents shall be Ms Maria Costeira as holder of rights in the name of Hyperion. However, all costs associated registering the transfer of title to Trademarks shall be borne by X6D, even in the event of return of Trademarks as provided below.

1.5 Return of Trademarks. Provided that Mr Sergej Racman clears Racman Debt towards X6D through payment in full, or in other means as acceptable to X6D and in accordance with X6D's accounting principles, and that the Loan has been returned in full by X6D, including pertaining interest, the ownership and title to, the Trademarks, shall immediately upon fulfilment of the entire Racman Debt and repayment of the Loan, revert back to X6D, in which case, Hyperion (or respectively Ms Maria Costeira shall execute all necessary documents for registration of the said change. Return of Trademarks in accordance with this provision shall be royalty-free.

2. License of Trademarks

2.1 Trademarks License. Subject to specific terms and conditions of this Agreement, Hyperion, effective 1st January 2014, hereby grants to X6D, and any of X6D's affiliates or subsidiaries, a worldwide, royalty-free, revocable, non-exclusive license to use the Trademarks listed in Exhibit A hereof, for X6D's use of the Trademarks in connection with X6D's current and future business operations, including, without limitation, X6D's right to place Trademarks on its products, market its product and services under Trademarks, develop its business operations under Trademarks. This license grant shall not prohibit Hyperion from use of Trademarks in connection with Hyperion's business operations.

2.2 Affiliates and Subsidiaries. For purposes of this Agreement, affiliate or subsidiary of X6D shall mean a company or other legal entity which: (a) is controlled by X6D or (b) is under common control with X6D, whereas for purposes of this Agreement, parent, UBOs and shareholders of X6D shall be expressly excluded. For purpose of this definition, "control" means that more than fifty

percent (50%) of the shares or ownership interest representing the voting right for the election of directors or persons performing similar functions for such a corporation, company or entity are owned or controlled, directly or indirectly, by the controlling entity. Such corporation, company or entity shall be deemed to be an affiliate or subsidiary so long as such ownership or control exists.

2.3 No Assignment. X6D is hereby expressly prohibited to assign, sublicense, or transfer in any other form, the rights granted to X6D by Hyperion hereunder. Notwithstanding, X6D shall have the right to grant the right to use Trademarks to its resellers, distributors, and/or end-users ("Authorised Third Parties") in connection with Authorised Third Parties' use or marketing of X6D's products, subject to the provisions of this Agreement on reporting requirements of X6D. By execution of this Agreement, X6D shall be obligated to cancel any existing agreements with third parties, excluding affiliates and subsidiaries and Authorised Third Parties, to which X6D has granted license to use Trademarks.

2.4 Reporting. X6D agrees to provide Hyperion with semi-annual reports on the methods and extent of the use of Trademarks, which report shall include reference to specific Trademark(s), products and services marketed by X6D under Trademarks, licenses to Authorised Third Parties, other forms of application of Trademarks, consideration received by X6D for granting licenses, as permitted under this Agreement, to use Trademarks.

2.5 Use of Trademarks. Due to specific nature of license grant to Trademarks, X6D shall be under a particular obligation throughout the existence of license grant, to refrain from any action, omission, or permission which will or may result in, decrease of economical or market value of Trademarks or bring Trademarks to disrepute. X6D agrees not to alter, modify, dilute or otherwise misuse Trademarks. X6D agrees not to use any other trademarks, service marks, trade names, logos, symbols or devices in combination with Trademarks for its business operations, without Hyperion's prior written approval. X6D shall, upon the request and in accordance with the instructions of, Hyperion, cause to appear on or within each products sold bearing Trademark, by means of a tag, label, imprint etc., such copyright, trademark or service mark notice as Hyperion may from time to time designate.

2.6 Awareness of Infringement. X6D shall immediately inform Hyperion of any infringement, or intended infringement of, Trademarks it becomes aware of in order to enable Hyperion protection of its right, interest and title to Trademarks. In addition, X6D shall assist Hyperion, at Hyperion's cost, in all trademarks infringement actions.

3. No Representations and Indemnification

3.1 No Representations. Hyperion expressly disclaims any warranty, liability, or representation that by selling, marketing or otherwise promoting its products and services by use of Trademarks, X6D shall achieve its desired business results.

3.2 Indemnification. X6D agrees to indemnify and hold harmless Hyperion, its parents, shareholders, officers, directors, employees, agents, and consultants from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature (including reasonable attorney's costs), relating to or arising out of the manufacture, sale, marketing, distribution, and other commercial exploitation of X6D's products and services with the use of Trademarks.

4. Term and Termination

4.1 Term. This Agreement shall come into effect on the Effective Date above, unless otherwise stipulated herein, and shall continue in force until terminated by either party in accordance with the provisions hereof. However, this Agreement cannot be terminated by either party in the part whereby Trademarks are transferred from X6D to Hyperion.

4.2 Termination without Cause. This Agreement may be terminated by either party without any specific cause with a ninety (90) days' written notice delivered to the other party.

4.3 Termination with Cause. Should X6D fail to comply with any provisions of this Agreement, Hyperion may terminate this Agreement with immediate effect, provided that, prior to termination, Hyperion has provided X6D, through a written notice, with a thirty (30) days' period for correcting such default. Such written notice shall include the nature and extent of X6D's breach of provisions of this Agreement. In addition, Hyperion may terminate this Agreement with immediate effect, if X6D becomes insolvent, makes an assignment for the benefit of creditors, or files a petition of bankruptcy or one is filed against X6D.

4.4 Consequences of Termination. Termination of this Agreement shall not impair any accrued rights of Hyperion under this Agreement. Upon termination of this Agreement, all rights granted to X6D hereunder shall immediately revert to Hyperion, and X6D shall make no claims to such rights, but shall immediately cease the use of Trademarks as permitted under this Agreement.

5. Miscellaneous

5.1 Governing Law. The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of England, without regard to its conflict of law provisions.

5.2 Dispute Resolution. Any dispute arising out of or in relation to this Agreement shall be submitted for resolution to competent courts in London, UK, and the parties expressly waive any objection on personal jurisdiction. X6D acknowledges that its breach of this Agreement may result in immediate and irremediable damage to Hyperion, and that money damages alone would be inadequate to compensate Hyperion, therefore, in the event of breach or threatened breach of any provision of this Agreement by X6D, Hyperion may, in addition to any other available remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.

5.3 Severability. If any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, the parties hereto shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties, and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such other provisions in any other jurisdiction, so long as the essential essence of the Agreement remains enforceable.

5.4 Modifications. Any modification to this Agreement will be effective only if it is in writing and signed by duly authorized representatives of both parties. No modification will be made by email communications.

5.5 Notices. Any notice or other communication of the parties required or permitted to be given or made under the Agreement will be in writing and will be deemed effective when sent in a manner that provides confirmation or acknowledgement of delivery and received at the address set forth above (or as changed by written notice pursuant to this article). In the event of change in address for notices, the party affected by the change shall immediately inform the other party thereof in

writing. From the moment of receipt of the other party of the written notice of change, the change address for notices shall apply.

5.6 Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective executors, administrators, heirs, permitted assigns, and permitted successors in interest.

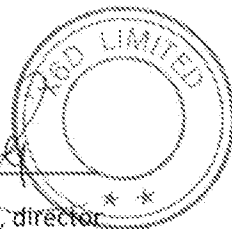
5.7 Counterparts and Signatures. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A party may evidence its execution and delivery of the Agreement by transmission of a signed copy of the Agreement via facsimile or email. In such event, the party shall promptly provide the original signature page(s) to the other party.

5.8 Entire Agreement. The Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or verbal agreements, representations and understandings relative to such matters.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

X6D LIMITED



Maria Costeira, director

Hyperion Investments Inc.



Maria Costeira, managing director

Exhibit A – List of Trademarks

Exhibit 1

Internal Reference #	Mark	CNTRY	Application #	File Date	Reg Date	Registration #
092847.000494	XPAND (standard characters)	CN	1060382	12.1.2010	12.1.2010	N/A
092847.000495	XPAND (standard characters)	EU	1060382	12.1.2010	12.1.2010	1060382
092847.000496	XPAND (standard characters)	JP	1060382	12.1.2010	12.1.2010	1060382
092847.000497	XPAND (standard characters)	KR	1060382	12.1.2010	3.8.2012	1060382
092847.000500	XPAND (standard characters)	RU	1060382	12.1.2010		
092847.000502	XPAND (standard characters)	TR	1060382	12.1.2010		
092847.001121	XPAND 3D (stylized)	WO			04/26/2011	1077549
092847.001122	XPAND 3D (stylized)	AU	1077549	04/26/2011	04/26/2011	1077549
092847.001125	XPAND 3D (stylized)	CN	1077549	04/26/2011	04/26/2011	1077549
092847.001126	XPAND 3D (stylized)	EU	1077549	04/26/2011		
092847.001127	XPAND 3D (stylized)	HK	301904076	5.3.2011		
092847.001128	XPAND 3D (stylized)	JP	1077549	04/26/2011		
092847.001129	XPAND 3D (stylized)	KR	1077549	04/26/2011	2.3.2012	1077549
092847.001131	XPAND 3D (stylized)	MX	1175198	5.3.2011	09/26/2011	1239919
092847.001133	XPAND 3D (stylized)	RU	1077549	04/26/2011		
092847.001134	XPAND 3D (stylized)	SG	1077549	04/26/2011	04/26/2011	1077549
092847.001136	XPAND 3D (stylized)	TR	1077549	04/26/2011		
092847.000503	XPAND (standard characters)	US	85/116,119	08/26/2010	04/26/2011	3,950,700
092847.000544	XPAND 3D (stylized)	US	85/168,290	11.3.2010		

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