

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

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 22, 2014

3DIcon Corporation

(Exact name of registrant as specified in charter)

Oklahoma
(State or other jurisdiction of incorporation)

000-54697
(Commission
File Number)

73-1479206
(IRS Employer
Identification No.)

6804 South Canton Avenue, Suite 150
Tulsa, OK
(Address of principal executive offices)

74136
(Zip Code)

Registrant's telephone number, including area code: (918) 494-0505

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 **Entry Into A Material Definitive Agreement**

Item 3.02 **Unregistered Sale of Equity Securities**

On January 22, 2014, 3DIcon Corporation (the “Company”) entered into a Mutual Release (the “Release”) with IBC Funds, LLC (“IBC”) pursuant to which each party would release the other party from any and all obligations pursuant to that certain court-approved Settlement Agreement dated as of July 26, 2013 (the “Settlement Agreement”), as described in the Company’s Current Report on Form 8-K filed on July 31, 2013.

In consideration for the Release, IBC will accept and the Company will remit to IBC: (i) a cash payment of \$190,000, (ii) an issuance of 9,000,000 shares of the Company’s common stock, pursuant to the terms of the Settlement Agreement under the December 18, 2013 Conversion Notice, and (iii) an issuance of 6,810,811 shares of the Company’s common stock, pursuant to the terms of the Settlement Agreement under the January 17, 2014 Conversion Notice (together, the “Consideration”). Pursuant to the Release, IBC has agreed that the Consideration shall be accepted as satisfaction in full of the payments due pursuant to the Settlement Agreement.

On January 23, 2014, the Company and IBC filed a Stipulation of Dismissal with Prejudice with the Circuit Court in the 12th Judicial Circuit in and for Sarasota County, Florida.

Also on January 23, 2014, the Company sold to Victor Keen, the Company’s Chief Executive Officer and a member of the Company’s Board of Directors, 190,000 Units for a purchase price of \$190,000, as part of the Private Placement (as defined therein) disclosed in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on December 13, 2013. Pursuant to such Private Placement, the Company has received aggregate proceeds equal to \$385,000. Such Private Placement is now closed.

The foregoing information is a summary of the Mutual Release and Stipulation of Dismissal is not complete, and is qualified in its entirety by reference to the full text of the Mutual Release and Stipulation of Dismissal, each of which is attached as an exhibit to this Current Report on Form 8-K. Readers should review each for a complete understanding of the terms and conditions associated with these transactions.

Item 9.01 **Financial Statements and Exhibits**

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Mutual Release
99.1	Stipulation of Dismissal with Prejudice

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 27, 2014

3DICON CORPORATION

By: */s/ Victor Keen*

Name: Victor Keen

Position: Chief Executive Officer

MUTUAL RELEASE

This Mutual Release (this "**Mutual Release**") is entered to be effective on January 17, 2014, (the "**Effective Date**"), by IBC FUNDS, LLC ("**IBC**"), a Nevada limited liability company, and 3DICON CORPORATION ("**3DIcon**"). IBC and 3DIcon are sometimes collectively referenced in this Release as the "**Parties.**"

WHEREAS, IBC acquired certain liabilities of 3DIcon and, on July 17, 2013, the Parties entered a settlement agreement in reliance upon Section 3(a)(10) of the Securities Act of 1933 (the "**Securities Act**"), by which 3DIcon made provision for the payment in full to IBC of such liabilities by means of the issuance of 3DIcon stock and the resolution of all disputes between them; the Parties subsequently voided the original settlement agreement and replaced it with an Amended and Restated Settlement Agreement (the "**Settlement Agreement**"); and

WHEREAS, the Settlement Agreement was conditioned upon the Parties' obtaining court approval of its terms and conditions; and

WHEREAS, on July 26, 2013, the Circuit Court in the Twelfth Judicial Circuit in and for Sarasota County, Florida entered an Order Granting Approval of Settlement Agreement in Case No. 2013-CA-5654 (the "**Lawsuit**"); and an Order Granting Approval of Amended and Restated Settlement Agreement was entered in said Court on November 8, 2013; and

WHEREAS, the Parties have performed their respective obligations to date under the Settlement Agreement or have agreed to release one another from, and waive the right to, further performance of any of their respective obligations under the Settlement Agreement and all other agreements, if any, between them, in accordance with the terms of this Mutual Release.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Mutual Release, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

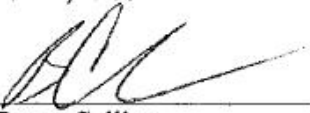
1. 3DIcon shall, on the Effective Date: (i) pay to IBC the sum of One Hundred Ninety Thousand and No / D ollars (\$190,000.00), (ii) i ssue 9,000,000 shares of 3DIcon's common stock to IBC pursuant to the terms of the Settlement Agreement under the December 18, 2013, Conversion Notice, and (iii) issue 6,810,811 shares of 3DIcon's common stock to IBC pursuant to the terms of the Settlement Agreement under the January 17, 2014, Conversion Notice, which stock IBC agrees to accept as payment in full of the sums or stock due under the Settlement Agreement.
2. The Parties acknowledge that the other party has fully performed all of its obligations under the Settlement Agreement or that performance of any such obligations is waived and released.

3. IBC, for itself and its successors, affiliates, directors, officers, employees, consultants, independent contractors, attorneys and assigns, does hereby unconditionally remise, release and forever discharge 3DIcon and its current and past successors, affiliates, directors, officers, shareholders, employees, consultants, independent contractors, representatives, attorneys and assigns, of and from all past and future performance of all covenants and indemnities in the Settlement Agreement and all other obligations under the Settlement Agreement and all manner of, actions and causes, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, injuries, , suits, rights, demands, costs, attorneys' fees, losses, debts and expenses whatsoever, in law or in equity, whether any such matters be now known or unknown, which IBC ever had, has as of the date hereof, or may hereafter have against any of the persons or entities hereby released, relating in any manner to, for or by reason of any cause, matter or thing whatsoever in connection with 3DIcon or any debts or obligations owed between the Parties, the Settlement Agreement, the Lawsuit, the Claims, as defined in the Settlement Agreement, or any other matter whatsoever.
4. 3DIcon, for itself and its successors, affiliates, directors, officers, shareholders, employees, consultants, independent contractors, representatives, attorneys and assigns, does hereby unconditionally remise, release and forever discharges IBC and its current and past successors, affiliates, directors, officers, employees, consultants, independent contractors, attorneys and assigns, of and from all covenants and indemnities in t he S ettlement A greement a nd all m anner o f, a ctions a nd c auses, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, injuries, suits, rights, demands, costs, attorneys' fees, losses, debts and expenses whatsoever, in law or in equity, whether any such matters be now known or unknown, which 3DIcon ever had or has as of the date hereof, , or may hereafter have against any of said persons or entities, for or by reason of any cause, matter or thing whatsoever in connection with 3DIcon or any debts or obligations owed between the Parties, the Settlement Agreement, the Lawsuit or any other matter whatsoever.
5. IBC shall, on the Effective Date, deliver to 3DIcon an executed Stipulation of Dismissal with Prejudice of the Lawsuit, in the form attached as Exhibit A to this Mutual Release and shall cooperate with 3DIcon in the event any additional action is required to obtain the dismissal with prejudice of the Lawsuit.
6. This Mutual Release is intended to be a global release between the parties of any and all claims outstanding between the Parties whatsoever, and the terms and conditions contained herein shall be construed accordingly to the greatest extent allowed by law.


7. This is a compromise settlement of doubtful and disputed claims by the Parties against one another and the execution of this Mutual Release does not constitute an admission of liability on the part of any Party in regard to any dispute. Each party is to bear its own attorneys' fees and costs incurred in connection with this Mutual Release.
8. This Mutual Release constitutes the sole, complete, and final record of the Parties' respective understandings and agreement with respect to the resolution of the Amended and Restated Settlement Agreement, this mutual release and all other matters between them.
9. IBC represents and warrants to 3DIcon that IBC has not sold, assigned, transferred, conveyed or otherwise disposed of any or all of any "Claims", as defined in the Settlement Agreement, or any claim, demand, right, or cause of action, relating to any matter which is covered by the Settlement Agreement or the Lawsuit, and that IBC is the sole owner of such Claims claim, demand, right or cause of action.
10. 3DIcon and IBC represent and warrant to each other that each has the power and authority and has been duly authorized to enter into and perform this Mutual Release and that this Mutual Release is the binding obligation of each, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Release to be effective as of the Effective Date.

IBC FUNDS, LLC

By: 
Name: Bryan Collins,
Authorized Representative

3DICON CORPORATION

By: 
Name: Victor F. Keen
Authorized Representative

IN THE CIRCUIT COURT IN THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IBC Funds, LLC,
a Nevada Limited Liability Corporation,
Plaintiff,

CIVIL ACTION NO.
2013 CA 5645 NC

-against-

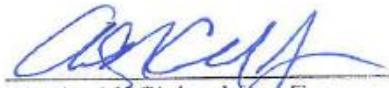
3DIcon Corporation,
a Oklahoma Corporation,
Defendant.


STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, the attorneys of record for all the parties to the above-entitled action, pursuant to the Florida Rules of Civil Procedure, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed or conservatee and no person not a party has an interest in the subject matter of the action, the above-entitled action be, and the same hereby is, dismissed with prejudice, each party to bear its own costs.

This Stipulation may be filed without further notice with the Clerk of the Court.

Dated: January 17, 2014


Charles N. Cleland, Jr., Esq.
CHARLES N. CLELAND, JR., P.A.
Florida Bar No. 0896195
2193 Ringling Blvd.
Sarasota, Florida 34237
941-955-1595 (phone)
941-953-7185 (fax)
Attorney for Plaintiff


Michael G. Brown, Esq.
P. O. Box 19702
Sarasota, Florida 34237
941-780-1300 (phone)
941-296-7500 (fax)
Florida Bar No. 0148709
Attorney for Defendant

SO ORDERED:

The Honorable _____