

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): October 8, 2008

3DIcon Corporation

(Exact name of registrant as specified in charter)

Oklahoma

(State or other jurisdiction of
incorporation)

333- 143761

(Commission
File Number)

73-1479206

(IRS Employer
Identification No.)

6804 South Canton Avenue
Tulsa, OK

(Address of principal executive offices)

74136

(Zip Code)

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

Copies to:

Gregory Sichenzia, Esq.
Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Phone: (212) 930-9700
Fax: (212) 930-9725

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 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On October 8, 2008, 3DIcon Corporation (the “Company”) entered into an Amendment to the 9.75% convertible note (the “9.75% Note”) with Golden Gate Investors, Inc. (“Golden Gate”), pursuant to which the maturity date of the 9.75% Note was extended to January 31, 2009. The 9.75% Debenture was originally issued on June 8, 2007 in the original principal amount of \$700,000.

Item 9.01. Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Exhibit Name</u>
10.15	Amendment No. 1 to 9.75% \$700,000 Convertible Note

SIGNATURES

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

3DIcon Corporation

Dated: October 15, 2008

By: /s/ Martin Keating

Name: Martin Keating

Title: Chief Executive Officer

**AMENDMENT NO. 1 TO
3DICON CORPORATION
9.75% CONVERTIBLE NOTE**

This Amendment No. 1 to the 9.75% Convertible Note, as defined below (this "**Amendment**") is entered into to be effective as of the 8th day of October 2008, by 3Dicon Corporation, an Oklahoma corporation, with principal executive offices located at 6804 South Canton Avenue, Suite 150, Tulsa, Oklahoma (the "**Company**"), and Golden Gate Investors, Inc., a California corporation (the "**Holder**").

WHEREAS, pursuant to the terms of the Securities Purchase Agreement dated June 8, 2007 among the Company and the Holder (the "**Purchase Agreement**"), the Company issued a 9.75% Convertible Note dated June 8, 2007 in the principal amount of \$700,000 (the "**Note**") to the Holder. Unless otherwise defined herein, all capitalized terms used in this Amendment have the meanings given to them in the Debenture;

WHEREAS, in connection with the issuance of the Note, Martin Keating, the Company's Chairman and CEO, agreed to pledge certain securities of the Company to the Holder (the "**Stock Pledge Agreement**");

WHEREAS, in accordance with the terms of the Note, on June 4, 2008, the Holder provided the Company with notice of its election to extend the Initial Maturity Date to October 8, 2008 (the "**Extended Maturity Date**");

WHEREAS, the Holder and the Company desire to amend the terms of the Note in order to further extend the Maturity Date.

NOW THEREFORE, in consideration of the above, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.1 The Maturity Date of the Note is hereby extended to January 31, 2009.

1.2 All other terms and provisions of the Note in direct conflict with the amendments specifically set forth herein are hereby amended to conform to these amendments; and except for these amendments, all other terms and conditions of the Note shall remain unamended hereby and in full force and effect.

1.3 This Amendment, together with the Purchase Agreement, the Note, the Escrow Agreement and the Stock Pledge Agreement, embodies the entire agreement and understanding between the Company and the Holder relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

1.4 If any provision of this Amendment, or the application of such provisions to any Person or circumstance, shall be held invalid, the remainder of this Amendment, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

1.5 This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same agreement. A facsimile transmission of this signed Amendment shall be legal and binding on all parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly caused this Amendment to be executed and delivered on the date first written above.

3DICON CORPORATION

GOLDEN GATE INVESTORS, INC.

By: /s/ Martin Keating
Title: Chairman & CEO

By: /s/ Travis Huff
Title: Portfolio Manager
