

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

FORM 10-Q

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

For the Quarterly Period Ended March 31, 2015

OR

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

For the Transition Period from ____ to ____

Commission file number **001-35002**

6D GLOBAL TECHNOLOGIES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

98-0516425
(I.R.S. Employer
Identification Number)

17 State Street, Suite 2550, New York, NY 10004
(Address of principal executive offices) (Zip Code)

Telephone: (646) 681-4900
(Registrant's telephone number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Number of common shares outstanding at May 14, 2015: 78,215,127.

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PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

6D GLOBAL TECHNOLOGIES, INC.

**CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)**

	March 31, 2015	December 31, 2014
Assets		
Current Assets		
Cash	\$ 2,671,363	\$ 4,888,797
Accounts receivable	1,418,021	1,316,448
Unbilled revenues	497,394	62,049
Deferred tax assets	76,015	161,255
Prepaid expenses and other current assets	199,749	165,907
Total Current Assets	4,862,542	6,594,456
Property and Equipment, net	334,956	154,917
Other Assets		
Restricted cash	805,206	110,699
Security deposits	30,275	24,075
Internal development software	45,984	-
Goodwill	5,956,851	-
Intangible assets, net	2,871,016	-
Total Other Assets	9,709,332	134,774
Total Assets	\$ 14,906,830	\$ 6,884,147
Liabilities and Stockholders' Equity (Deficit)		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 1,487,023	\$ 1,039,301
Due to factor	909,995	833,938
Current maturities of capital lease liability	53,610	53,610
Current maturities of notes payable	8,250	6,600
Deferred revenue	108,078	68,420
Total Current Liabilities	2,566,956	2,001,869
Long-Term Liabilities		
Capital lease liability, net of current maturities	96,477	111,130
Notes payable, net of current maturities	50,120	53,420
Security deposit payable	30,000	30,000
Deferred rent	44,744	55,429
Deferred tax liability	347,154	-
Contingent consideration	3,800,000	-
Total Long-Term Liabilities	4,368,495	249,979
Total Liabilities	6,935,451	2,251,848
Commitment and Contingencies		
Stockholders' Equity		
Preferred stock, par value \$0.00001; 10,000,000 shares authorized; 0 shares issued and outstanding	-	-
Common stock, par value \$0.00001; 150,000,000 shares authorized as of March 31, 2015 and December 31, 2014; 78,175,617 and 77,575,617 shares issued and outstanding as of March 31, 2015 and December 31, 2014, respectively	782	776
Additional paid-in capital	8,921,798	5,203,279
Accumulated deficit	(951,201)	(571,756)
Total Stockholders' Equity	7,971,379	4,632,299
Total Liabilities and Stockholders' Equity	\$ 14,906,830	\$ 6,884,147

See accompanying notes to the condensed consolidated financial statements

6D GLOBAL TECHNOLOGIES, INC.
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)**

	For the Quarters Ended	
	March 31, 2015	March 31, 2014
Revenues	\$ 3,275,585	\$ 2,654,575
Cost of revenues	1,903,828	1,565,966
Gross margin	1,371,757	1,088,609
Operating Expenses		
Selling general and administrative	1,900,615	797,939
Operating expenses	1,900,615	797,939
(Loss) income from operations	(528,858)	290,670
Other income (expense)		
Interest expense, net	(33,388)	46,526
Loss on debt extinguishment	-	(56,700)
Other income	384	10,000
Other expense, net	(33,004)	(174)
(Loss) income before income taxes benefit	(561,862)	290,496
Income tax benefit	(182,417)	-
Net (loss) income	<u>\$ (379,445)</u>	<u>\$ 290,496</u>
Net (loss) income per common share – basic and diluted	<u>\$ (0.01)</u>	<u>\$ 0.01</u>
Weighted average common shares – basic and diluted	54,370,027	38,215,054

See accompanying notes to the condensed consolidated financial statements

6D GLOBAL TECHNOLOGIES, INC.
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)**

	For the Quarters Ended	
	March 31, 2015	March 31, 2014
Cash Flows From Operating Activities:		
Net (loss) income	\$ (379,445)	\$ 290,496
Adjustments to reconcile net (loss) income to net cash provided by (used in) operating activities:		
Depreciation and amortization	58,822	19,990
Stock-based compensation	21,774	-
Deferred tax benefit	(188,373)	-
Changes in operating assets and liabilities:		
Deferred Revenue	(87,676)	-
Deferred Rent	(10,685)	(4,674)
Restricted Cash	(694,507)	(35)
Accounts receivable	(101,573)	(89,250)
Unbilled revenues	(435,345)	(49,232)
Prepaid expenses and other current assets	(33,842)	(33,365)
Security deposits	(6,200)	55,000
Accounts payable and accrued liabilities	370,122	8,749
Net Cash (Used in) Provided by Operating Activities	(1,486,928)	197,679
Cash Flows From Investing Activities:		
Purchase of property & equipment	(176,083)	-
Internal development software	(45,984)	-
Consideration paid for acquisitions, net of cash acquired	(542,399)	-
Loans to related parties	-	(46,433)
Net Cash Used in Investing Activities	(764,466)	(46,433)
Cash Flows From Financing Activities:		
Gross proceeds from factor borrowing	2,298,476	2,983,542
Repayments of factor borrowing	(2,222,419)	(3,071,006)
Distribution to stockholders	-	(11,258)
Repayment of capital lease obligations	(40,447)	(14,183)
Repayment of notes payable	(1,650)	(1,650)
Net Cash Provided by (Used in) Financing Activities	33,960	(114,555)
Net change in cash	(2,217,434)	36,691
Cash, beginning of period	4,888,797	5,611
Cash, end of period	\$ 2,671,363	\$ 42,302
Supplemental disclosures of cash flow information:		
Cash paid for taxes	\$ 10,048	\$ -
Cash paid for interest	\$ 33,841	\$ 56,700
Non-cash transactions:		
Common stock issued in connection with acquisitions	\$ 3,696,750	\$ -
Contingent consideration in connection with acquisitions	\$ 3,800,000	\$ -
Capital lease of computer equipment	\$ 25,794	\$ -
Distribution to stockholders	\$ -	\$ 456,563

See accompanying notes to the condensed consolidated financial statements

6D GLOBAL TECHNOLOGIES, INC.**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS****Note 1 – Organization and Operations**

6D Global Technologies, Inc. (the “Company” or “6D Global”) is a digital business solutions company serving the digital marketing and technology needs of enterprise-class organizations worldwide. 6D Global offers a full suite of services and solutions to help large organizations optimize digital business channels and create better experiences for their customers. Services include web content management, web analytics, marketing automation, mobile applications, business intelligence, marketing cloud, and IT infrastructure staffing solutions. In addition, the Company provides digital marketing and digital technology consulting services to leading enterprises during periods of critical change and growth.

Note 2 – Acquisitions

The following transactions were accounted for using the purchase accounting method which requires, among other things, that the assets acquired and liabilities assumed are recognized at their acquisition date fair value.

Storycode

On March 4, 2015, the Company acquired all of the issued and outstanding membership interests of the two co-founders (the “Interests”) of Topaz Interactive, LLC, an Oregon limited liability company doing business as “Storycode” pursuant to a Securities Purchase Agreement (the “Storycode SPA”) dated as of that date.

Storycode is headquartered in Portland, Oregon and provides mobile development and creative design services for medium and large businesses. Storycode creates mobile applications that feature award-winning UX (user experience) and UI (user interface) design working exclusively with the Adobe DPS platform.

In consideration for the Interests, the Company paid Ms. Topaz and Mr. Porath, the two members of Storycode (collectively, the “Storycode Members”): cash in the amount of \$300,000; an additional \$300,000 paid in escrow to be earned by the members upon the one year anniversary of their employment; an aggregate of 300,000 shares of the Company’s common stock, par value \$0.00001 per share (the “Common Stock”); and additional, potential earn out shares of Common Stock based on Storycode’s financial performance for the three years following the closing of the acquisition. The Company also agreed to employment agreements with the Storycode Members. Total acquisition costs for the Storycode acquisition incurred during the three month period ended March 31, 2015 were \$47,191 and are included in selling general and administrative expenses in the Company’s Consolidated Statements of Operations. The purchase price in excess of the fair value of the net book values of the assets acquired and liabilities assumed was allocated to intangible assets based on management’s best estimate of fair values, taking into account all relevant information available at the time of acquisition, and the excess was allocated to goodwill. The goodwill is deductible for tax purposes. The intangible assets are being amortized over their expected period of benefit.

The Company’s preliminary allocation of the purchase price in connection with the acquisition of Storycode was calculated as follows:

Cash	\$	300,000
Stock consideration		1,953,000
Contingent consideration		2,050,000
Total consideration	\$	<u>4,303,000</u>

The consideration transferred for the Storycode acquisition was allocated across the net assets of the Company as follows:

Description	Fair Value	Weighted Average Useful Life (in years)
Cash	\$ 100,000	
Deferred revenue	(59,384)	
Trade name	330,000	7
Customer relationship	880,000	5
Non-compete agreement	61,000	1.5
Goodwill	2,991,384	
Total consideration	<u>\$ 4,303,000</u>	

The following are the criteria contained in the Storycode SPA related to the contingent consideration payable to Storycode:

1. After one year of employment with the Company, the Storycode Members will receive \$300,000 cash, which was placed in escrow at the closing of the transaction.
2. From April 1, 2015 through March 31, 2018, and based on performance milestones and other terms set forth in the Storycode SPA, the Storycode members may receive up to 400,000 restricted shares of 6D Global's Common Stock.

The Company determined the fair value of the contingent consideration to be \$2,050,000. The potential range of contingent consideration can range from \$0 cash and no issuance of Common Stock, in the event that the Storycode Members are not employed by the Company for one year and the performance milestones are not reached, to \$300,000 in cash and 400,000 restricted shares of the Buyer Common Stock. The Company recorded contingent consideration in the amount of \$2,050,000 as a liability on its Consolidated Balance Sheets. As of March 31, 2015, the Company determined that, based on the terms of the Storycode SPA and results of Storycode since the date of acquisition, no adjustment to contingent consideration was required, and the fair value of the contingent consideration remained at \$2,050,000. The Company recorded the potential earn out of 400,000 restricted shares as part of the purchase price. Since the contingent cash consideration is contingent upon the Storycode Members remaining employees of the Company for a one year period, the Company will record this as compensation expense in the Consolidated Statements of Operations. The Company will assess the earn out calculation in future periods and any future adjustments will affect operating income.

SwellPath

On March 20, 2015, the Company, entered into and consummated a Securities Purchase Agreement (the "SwellPath SPA") to acquire all of the issued and outstanding shares (the "SwellPath Shares") of SwellPath, Inc., ("SwellPath") an Oregon corporation.

SwellPath is a professional services firm that delivers analytics consulting, search engine optimization and digital advertising services to medium and large scale enterprises across North America. SwellPath enables clients to align and maximize their digital marketing initiatives by tracking both on and offline marketing campaigns and performing more effective targeting to enhance return on investment. SwellPath complements the Company's overall acquisition strategy to provide a full-service digital marketing solutions offering to its clients, particularly in areas where the Company's clients have expressed needs, while leveraging the Company's partnership with Adobe Systems Incorporated to expand its Adobe Analytics offering.

The purchase price for the SwellPath Shares was comprised of: (i) cash in the amount of \$300,000; (ii) 300,000 shares of the Company's Common Stock; and (iii) up to an additional 300,000 shares of Common Stock and \$650,000, based upon the achievement by SwellPath of certain performance milestones within the first and second anniversaries of the closing of the transaction. In addition, the Company acquired all of the goodwill associated with SwellPath from its founder, Adam Ware, for cash in the amount \$300,000. Also, the Company agreed to an employment agreement with Mr. Ware to serve as Vice-President, containing customary terms, conditions and covenants for such an agreement. Total acquisition costs incurred for the SwellPath acquisition during the three month period ended March 31, 2015 were \$45,224 and are included in selling general and administrative expenses in the Company's Consolidated Statements of Operations. The purchase price in excess of the fair value of the net book values of the identifiable assets acquired and liabilities assumed was allocated to intangible assets based on management's best estimate of fair values, taking into account all relevant information available at the time of acquisition, and the excess was allocated to goodwill. The goodwill and identifiable intangible assets are not deductible for tax purposes. The intangible assets are being amortized over their expected period of benefit.

The Company's preliminary allocation of the purchase price in connection with the acquisition of SwellPath was calculated as follows:

Cash	\$	600,000
Stock consideration		1,743,750
Contingent consideration		1,750,000
Total consideration	\$	<u>4,093,750</u>

The consideration transferred for the Swell acquisition was allocated across the net assets of the Company as follows:

Description	Fair Value	Weighted Average Useful Life (in years)
Cash	\$ 257,601	
Deferred revenue	(67,950)	
Accrued liability	(77,601)	
Deferred tax liability	(620,767)	
Trade name	10,000	3
Customer relationship	1,560,000	5
Non-compete agreement	67,000	1.5
Goodwill	2,965,467	
Total consideration	\$ <u>4,093,750</u>	

The following are the criteria contained in the SwellPath SPA related to the contingent consideration payable to SwellPath:

1. If SwellPath's revenue for the period from April 1, 2015 to March 31, 2016 exceeds certain performance milestones and other terms set forth in the SwellPath SPA, the Company is may be required to pay SwellPath up to \$650,000 in cash.
2. If SwellPath's revenue for the period from April 1, 2016 to March 31, 2017 and based on performance milestones and other terms set forth in the SwellPath SPA, the SwellPath may receive up to 300,000 restricted shares of 6D Global's Common Stock.

The Company determined the fair value of the contingent consideration to be \$1,750,000. The potential range of contingent consideration can ranged from \$0 cash and no issuance of Common Stock, in the event SwellPath fails to achieve the minimum revenue in the required time, to \$650,000 in cash and 300,000 shares of Common Stock, in the event SwellPath achieves the revenue target as of March 31, 2017. The Company recorded contingent consideration in the amount of \$1,750,000 as a liability on its Consolidated Balance Sheets. As of March 31, 2015, the Company determined that, based on the results of SwellPath since the date of acquisition, no adjustment to contingent consideration was required, and the fair value of the contingent consideration remained at \$1,750,000. The Company will assess the earn out calculation in future periods and any future adjustments will affect operating income.

Unaudited Pro Forma Results

The following table presents the unaudited pro forma results of the Company for the quarters ended March 31, 2015 and 2014 as if the acquisitions of Storycode and SwellPath occurred on January 1, 2014. The pro forma results include estimates and assumptions which management believes are necessary. However, pro forma results do not include an anticipated cost savings or their effects of the planned integration of Storycode and SwellPath and are not necessarily indicative of the result that would have occurred if the business combination had been in effect on the dates indicated, or which may result in the future. The unaudited pro forma revenue for Storycode was \$145,712 for the pre-acquisition period. The unaudited pro forma revenue for SwellPath was \$472,442 for the pre-acquisition period.

Unaudited Pro Forma Results of Operations for the Acquisitions of Storycode and SwellPath for the Quarter Ended			
	March 31, 2015		March 31, 2014
Revenues from continuing operations	\$ 3,893,739	\$	2,654,575
(Loss) income from continuing operations	\$ (521,827)	\$	290,496
Net income from continuing operations	\$ (372,498)	\$	290,496
Basic and diluted (loss) income per share:	\$ (0.01)	\$	0.01

For the three months ended March 31, 2014, the Company did not have diluted shares as its warrants were not issued at this time.

Note 3 – Significant and Critical Accounting Policies and Practices

The management of the Company is responsible for the selection and use of appropriate accounting policies and the appropriateness of accounting policies and their application. Critical accounting policies and practices are those that are both most important to the portrayal of the Company's financial condition and results and require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Company's significant and critical accounting policies and practices are disclosed below as required by accounting principles generally accepted in the United States of America ("U.S. GAAP").

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for the fair statement of the Company's financial position and results of operations for the periods presented have been included. Operating results for the three months ended March 31, 2015 are not necessarily indicative of the results that may be expected for the year ending December 31, 2015, for any other interim period or for any other future year.

The consolidated balance sheet at December 31, 2014 has been derived from the audited financial statements at that date, but does not include all of the disclosures required by GAAP. The accompanying condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 as filed with the Securities Exchange Commission ("SEC") on March 30, 2015 (the "2014 Form 10-K").

Principles of Consolidation

The Company's condensed consolidated financial statements include all of its accounts and any intercompany balances have been eliminated in accordance with U.S. GAAP. The Company has three subsidiaries, Six Dimensions Inc., Storycode, and SwellPath organized as two operating segments that are combined into one reporting segment.

Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date(s) of the financial statements and the reported amounts of revenues and expenses during the reporting period(s).

The preparation of financial statements and related disclosures in conformity with U.S. GAAP, and the Company's discussion and analysis of its financial condition and operating results require the Company's management to make judgments, assumptions and estimates that affect the amounts reported in its condensed consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates and such differences may be material.

Management believes the Company's critical accounting policies and estimates are those related to revenue recognition, allowances, leases and income taxes.

Business combinations

The Company accounts for its business combinations under the provisions of Accounting Standards Codification ("ASC") Topic 805-10, Business Combinations ("ASC 805-10"), which requires that the purchase method of accounting be used for all business combinations. Assets acquired and liabilities assumed, including non-controlling interests, are recorded at the date of acquisition at their respective fair values. ASC 805-10 also specifies criteria that intangible assets acquired in a business combination must meet to be recognized and reported apart from goodwill. Goodwill represents the excess purchase price over the fair value of the tangible net assets and intangible assets acquired in a business combination. Acquisition-related expenses are recognized separately from the business combinations and are expensed as incurred. If the business combination provides for contingent consideration, the Company records the contingent consideration at fair value at the acquisition date and any changes in fair value after the acquisition date are accounted for as measurement-period adjustments. Changes in fair value of contingent consideration resulting from events after the acquisition date, such as earn-outs, are recognized as follows: 1) if the contingent consideration is classified as equity, the contingent consideration is not re-measured and its subsequent settlement is accounted for within equity, or 2) if the contingent consideration is classified as a liability, the changes in fair value are recognized in earnings.

The estimated fair value of net assets acquired, including the allocation of the fair value to identifiable assets and liabilities, was determined using third-party valuations. The estimated fair value of the net assets acquired was determined using the income approach to valuation based on the discounted cash flow method. Under this method, expected future cash flows of the business on a stand-alone basis are discounted back to a present value. The estimated fair value of identifiable intangible assets, consisting of customer relationships, the trade names and non-compete agreements acquired were determined using the multi-period excess earnings method, relief of royalty method and discounted cash flow methods, respectively.

The multi-period excess earnings method used to value customer relationships requires the use of assumptions, the most significant of which include: the remaining useful life, expected revenue, survivor curve, earnings before interest and tax margins, marginal tax rate, contributory asset charges, discount rate and tax amortization benefit.

The most significant assumptions under the relief of royalty method used to value trade names include: estimated remaining useful life, expected revenue, royalty rate, tax rate, discount rate and tax amortization benefit. The discounted cash flow method used to value non-compete agreements includes assumptions such as: expected revenue, term of the non-compete agreements, probability and ability to compete, operating margin, tax rate and discount rate. Management has developed these assumptions on the basis of historical knowledge of the business and projected financial information of the Company. These assumptions may vary based on future events, perceptions of different market participants and other factors outside the control of management, and such variations may be significant to estimated values.

The discounted cash flow valuation method requires the use of assumptions, the most significant of which include: future revenue growth, future earnings before interest, taxes, depreciation and amortization, estimated synergies to be achieved by a market participant as a result of the business combination, marginal tax rate, terminal value growth rate, weighted average cost of capital and discount rate.

Contingent Consideration

The fair value of the Company's contingent consideration is based on the Company's evaluation as to the probability and amount of any earn-out that will be achieved based on expected future performance by the acquired entity. The Company utilizes a third-party valuation firm to assist in the calculation of the contingent consideration at the acquisition date. The Company evaluates the forecast of the acquired entity and the probability of earn-out provisions being achieved when it evaluates the contingent consideration at initial acquisition date and at each subsequent reporting period. The fair value of contingent consideration is measured at each reporting period and adjusted as necessary. The Company evaluates the terms in contingent consideration arrangements provided to former owners of acquired companies who become employees of the Company to determine if such amounts are part of the purchase price of the acquired entity or compensation.

During the quarter ended March 31, 2015, the Company recorded contingent consideration of \$2,050,000 related to the Storycode acquisition and \$1,750,000 related to the SwellPath acquisition.

Goodwill and Indefinite Lived Intangible Assets

Goodwill, which represents the excess of purchase price over the fair value of net assets acquired, is carried at cost. Goodwill is not amortized; rather, it is subject to a periodic assessment for impairment by applying a fair value based test. Goodwill is assessed for impairment on an annual basis as of October 1st of each year or more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment model permits, and the Company utilizes, a two-step method for determining goodwill impairment. In the first step, the Company determines the fair value of its reporting units using a discounted cash flow analysis. If the net book values of a reporting unit exceeds its fair value, the Company would then perform the second step of the impairment test which requires allocation of the reporting unit's fair value to all of its assets and liabilities using the acquisition method prescribed under authoritative guidance for business combinations. Any residual fair value is being allocated to goodwill. An impairment charge is recognized only when the implied fair value of our reporting unit's goodwill is less than its carrying amount.

Long-Lived Assets, Including definite-Lived Intangible Assets

Long-lived assets, other than goodwill and other indefinite-lived intangibles, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable through the estimated undiscounted future cash flows derived from such assets.

Definite-lived intangible assets primarily consist of trade names, non-compete agreements and customer relationships. For long-lived assets used in operations, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted future cash flows. The Company measures the impairment loss based on the difference between the carrying amount and the estimated fair value. When an impairment exists, the related assets are written down to fair value.

Leases

Lease agreements are evaluated to determine if they are capital leases meeting any of the following criteria at inception: (a) Transfer of ownership; (b) Bargain purchase option; (c) The lease term is equal to 75 percent or more of the estimated economic life of the leased property; (d) The present value at the beginning of the lease term of the minimum lease payments, excluding that portion of the payments representing executory costs such as insurance, maintenance, and taxes to be paid by the lessor, including any profit thereon, equals or exceeds 90 percent of the excess of the fair value of the leased property to the lessor at lease inception over any related investment tax credit retained by the lessor and expected to be realized by the lessor.

If at its inception a lease meets any of the four lease criteria above, the lease is classified by the lessee as a capital lease; and if none of the four criteria are met, the lease is classified by the lessee as an operating lease.

Contingencies

Occasionally, the Company may be involved in claims and legal proceedings arising from the ordinary course of its business. The Company records a provision for a liability when it believes that it is both probable that a liability has been incurred, and the amount can be reasonably estimated. If these estimates and assumptions change or prove to be incorrect, it could have a material impact on the Company's condensed consolidated financial statements. Contingencies are inherently unpredictable and the assessments of the value can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions.

Revenue Recognition

The Company provides its services primarily under time-and-materials contracts. Revenues earned under time-and-material arrangements are recognized as services are provided. The Company recognizes revenue from the provision of professional services when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable and (iv) collectability is reasonably assured. Appropriate allowances for discounts are recorded concurrent with revenue recognition.

In accordance with ASC 605, Income Statement Characterization of Reimbursements Received for Out-of-Pocket Expenses, the Company classifies reimbursed expenses as revenue and the related expense within cost of revenue in the accompanying Condensed Consolidated Statements of Operations. For the quarters ended March 31, 2015 and 2014, the reimbursed expenses of \$196,106 and \$0 respectively, were included in revenue.

For fixed price service arrangements the company applies the proportional performance model to recognize revenue. When customer acceptance provisions exist, the company is generally able to reliably demonstrate that the service meets, or will meet upon completion, the customer acceptance criteria. If circumstances exist which prevent the company from verifying compliance with the acceptance provisions until the service has been completed, revenue is not recognized until compliance can be verified.

Revenues recognized in excess of the amounts invoiced to clients are classified as unbilled revenues in the Company's Condensed Consolidated Balance Sheets. For the periods ended March 31, 2015 and December 31, 2014 the balance of unbilled revenue was \$497,394 and \$62,049, respectively.

The Company may record deferred revenue in circumstances where the customer's contract calls for pre-billing of services. Amounts in deferred revenue are realized when the services are provided and the criteria noted above are met. For the periods ended March 31, 2015 and December 31, 2014, the balance of deferred revenues was \$108,078 and \$68,420, respectively.

Earnings (Loss) Per Share

The Company follows ASC 260, "Earnings Per Share" ("EPS"), which requires presentation of basic and diluted EPS on the face of the income statements for all entities with complex capital structures, and requires a reconciliation of the numerator and denominator of the basic EPS computation to the numerator and denominator of the diluted EPS computation. In the accompanying financial statements, basic earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted EPS excludes all dilutive potential shares if their effect is anti-dilutive.

For the three months ended March 31, 2014, the Company did not have diluted shares as its warrants were not issued at this time.

The following is the computation of diluted EPS for the quarters ended March 31, 2015 and 2014:

Quarter ended March 31, 2015		
	Net loss (Numerator)	Shares (Denominator)
Basic and Diluted EPS	\$ (379,445)	54,370,027
		Per Share Amount
		(0.01)
Quarter ended March 31, 2014		
	Net income (Numerator)	Shares (Denominator)
Basic and Diluted EPS	\$ 290,496	38,215,054
		Per Share Amount
		\$ 0.01

Stock-Based Compensation

The Company established an Omnibus Incentive Plan (the "Plan") during 2015 and issued stock-based awards to certain individuals under this plan. The Company's board of directors approved the Plan on January 22, 2015 as disclosed in the Company's Form DEF-14C filed on February 5, 2015 and the Plan became effective on February 25, 2015. The purpose of the Plan is to enhance the Company's ability to attract and retain highly qualified officers, non-employee directors, key employees, consultants and advisors, and to motivate such service providers to serve the Company and to expend maximum effort to improve the business results and earnings of the Company, by providing to such persons an opportunity to acquire or increase a direct proprietary interest in the operations and future success of the Company. The Plan also allows the Company to promote greater ownership in the Company by such service providers in order to align their interests more closely with the interests of the Company's stockholders. The Company's policy going forward will be to issue awards under the Plan.

The Plan will provide the Company with flexibility as to the types of incentive compensation awards that it may provide, including awards of stock options, stock appreciation rights (SARs), restricted stock, restricted stock units, other stock-based awards and cash incentive awards. The number of shares of common stock authorized for issuance under the Plan is 4,800,000, all of which may be granted as incentive stock options under the Internal Revenue Code of 1986 (the "Code") Section 422.

The Company accounts for its stock-based compensation plans in accordance with ASC 718, Stock Compensation. Accordingly, stock-based compensation for employees and non-employee directors is measured at the grant date based on the estimated fair value of the award using the Black-Scholes option pricing model. This model contains certain assumptions including expected volatility based on the historical price of the Company's stock over the expected life of the option, the risk-free rate of return based on the United States treasury yield curve in effect at the time of the grant for the expected term of the option, the expected life based on the period of time the options are expected to be outstanding using historical data to estimate option exercise and employee termination; and dividend yield based on history and expectation of dividend payments. Stock options generally vest ratably over the terms stated in each Award Agreement and are exercisable over a period up to ten years.

The Company's stock-based compensation expense is recognized as an expense over the requisite service period and is reduced for estimated future forfeitures which are revised in future periods if actual forfeitures differ from the estimates. Changes in forfeiture estimates impact compensation expense in the period in which the change in estimate occurs.

Income Taxes

The Company accounts for income taxes under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities of the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. The U.S. GAAP guidance for income taxes prescribes a two-step approach for the financial statement recognition and measurement of income tax positions taken or expected to be taken in an income tax return. The first step evaluates an income tax position in order to determine whether it is more likely than not that the position will be sustained upon examination, based on the technical merits of the position. The second step measures the benefit to be recognized in the financial statements for those income tax positions that meet the more likely than not recognition threshold. U.S. GAAP also provides guidance on derecognition, classification, recognition and classification of interest and penalties, accounting in interim periods, disclosures and transition. Under U.S. GAAP, the Company may recognize a previously unrecognized tax benefit if the tax position is effectively (rather than "ultimately") settled through examination, negotiation or litigation. The Company reevaluates these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts and circumstances, changes in tax law, effectively settled issues, and new audit activity. Any changes in these factors could result in changes to a tax benefit or tax provision.

Recently Issued Accounting Pronouncements

In February 2015, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") 2015-02, "Consolidations (Topic 810) Amendments to the Consolidation Analysis." The amendments in this Update affect the following areas: (1) Limited partnerships and similar legal entities; (2) Evaluating fees paid to a decision maker or a service provider as a variable interest; (3) The effect of fee arrangements on the primary beneficiary determination; (4) The effect of related parties on the primary beneficiary determination; (5) Certain investment funds. For public business entities, the amendments in this Update are effective for public entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015 and is not expected to have a material impact on the Company's financial statements.

In April 2015, the FASB issued ASU 2015-03, Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs. To simplify presentation of debt issuance costs, the amendments in this Update require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Further, the amendments require the amortization of debt issuance costs to be reported as interest expense, which is consistent with current practice. Debt issuance costs and any discount or premium should be considered in the aggregate when determining the effective interest rate on the debt. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in this Update. For public business entities, the amendments in this Update are effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The Company is currently evaluating the effects of ASU 2015-03 on the financial statements.

In April 2015, the FASB issued ASU 2015-05, "Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer's Accounting for Fees Paid in a Cloud Computing Arrangement." Existing U.S. GAAP does not include explicit guidance about a customer's accounting for fees paid in a cloud computing arrangement. Examples of cloud computing arrangements include software as a service, platform as a service, infrastructure as a service, and other similar hosting arrangements. The amendments in this Update provide guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance will not change U.S. GAAP for a customer's accounting for service contracts. In addition, the guidance in this Update supersedes paragraph 350-40-25-16. Consequently, all software licenses within the scope of Subtopic 350-40 will be accounted for consistent with other licenses of intangible assets. For public business entities, the amendments will be effective for annual periods, including interim periods within those annual periods, beginning after December 15, 2015, with early adoption permitted. The Company is currently evaluating the effects of ASU 2015-05 on the financial statements.

In May 2015, the FASB issued ASU 2015-07, “Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent).” Currently, investments valued using the practical expedient are categorized within the fair value hierarchy. There is diversity in how certain investments measured at net asset value with future redemption dates should be categorized within the fair value hierarchy which this update addresses. If an investment has its fair value measured at net asset value per share (or its equivalent) using the practical expedient, it should not be categorized in the fair value hierarchy. Removing these types of investments from the fair value hierarchy chart eliminates the diversity in classification of these investments and ensures that all investments categorized in the fair value hierarchy are classified consistently. Investments that calculate net asset value per share (or its equivalent) without the use of the practical expedient will continue to be included in the fair value hierarchy. For public business entities, the amendments will be effective for annual periods, including interim periods within those annual periods, beginning after December 15, 2015, with early adoption permitted. The Company is currently evaluating the effects of ASU 2015-05 on the financial statements.

Reclassification

Certain previously reported amounts have been reclassified to conform to the presentation used in March 31, 2015 condensed consolidated financial statements. The results of the reclassification did not affect our Condensed Consolidated Statements of Operations.

Internal Developed Software

ASC 350, Intangibles – Goodwill and Other, Subtopic 350-40, Internal-Use Software specifies standards of financial accounting and reporting for the costs of internal-use computer software.

The Company capitalizes direct costs incurred in the development of internal-use software. Internal-use software development costs capitalized for the period ended March 31, 2015 and December 31, 2014, are reflected in the following table:

	March 31, 2015	December 31, 2014
Internal developed software development costs	\$ 45,984	\$ -

Note 4 - Fair Value of Financial Instruments

The Company has categorized its financial assets and liabilities measured at fair value into a three level hierarchy in accordance with U.S. GAAP. Fair value is defined as an exit price, the amount that would be received upon the sale of an asset or paid upon the transfer of a liability in an orderly transaction between market participants at the measurement date. The degree of judgment utilized in measuring the fair value of assets and liabilities generally correlates to the level of pricing observability. Financial assets and liabilities with readily available, actively quoted prices or for which fair value can be measured from actively quoted prices in active markets generally have more pricing observability and require less judgment in measuring fair value. Conversely, financial assets and liabilities that are rarely traded or not quoted have less price observability and are generally measured at fair value using valuation models that require more judgment. These valuation techniques involve some level of management estimation and judgment, the degree of which is dependent on the price transparency of the asset, liability or market and the nature of the asset or liability.

The three (3) levels of fair value hierarchy are described below:

- Level 1 Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
- Level 2 Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
- Level 3 Pricing inputs that are generally observable inputs and not corroborated by market data.

The carrying amounts of the Company’s financial assets and liabilities, such as cash, accounts receivable, unbilled revenues, prepaid expense and other current assets, accounts payable, and due to factor, approximate their fair values because of the short maturity of these instruments.

The Company’s capital lease liability and notes payable approximate the fair value of such instruments based upon management’s best estimate of interest rates that would be available to the Company for similar financial arrangements for the quarters ended March 31, 2015 and 2014.

The following tables disclose the assets and liabilities measured at fair value on a recurring basis as of March 31, 2015 and the basis for that measurement:

	Fair Value Measurement at March 31, 2015			
	Total	Level 1	Level 2	Level 3
Contingent Storycode acquisition consideration	\$ 2,050,000	\$ -	\$ -	\$ 2,050,000
Contingent SwellPath acquisition consideration	1,750,000			1,750,000
	<u>\$ 3,800,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,800,000</u>

As of March 31, 2014, the Company had no assets or liabilities measured at fair value.

Note 5 - Property and Equipment, net

The following is a summary of property and equipment, net for the periods ended March 31, 2015 and December 31, 2014:

	March 31, 2015	December 31, 2014
Property and equipment	\$ 504,576	\$ 302,699
Less accumulated depreciation	(169,620)	(147,782)
Property and equipment, net	<u>\$ 334,956</u>	<u>\$ 154,917</u>

Depreciation and amortization expense totaled \$21,838 and \$19,990 for the quarters ended March 31, 2015, and 2014, respectively.

Note 6 – Goodwill and Intangible Assets, net

Goodwill

The following table summarizes the Company's goodwill as of March 31, 2015 resulting from the acquisitions by the Company:

	Storycode	SwellPath	Total Goodwill
Balance at December 31, 2014	\$ -	\$ -	\$ -
Acquisitions	2,991,384	2,965,467	5,956,851
Balance at March 31, 2015	<u>\$ 2,991,384</u>	<u>\$ 2,965,467</u>	<u>\$ 5,956,851</u>

Intangible Assets, net

The following table summarizes the Company's intangible assets, net as of March 31, 2015:

Intangibles	Estimated Useful Life (Years)	March 31, 2015		
		Gross Carrying Amount	Accumulated Amortization	Net Book Value
Trade names	3 to 7	\$ 340,000	\$ 4,067	\$ 335,933
Customer relationships	5	2,440,000	27,667	2,412,333
Non-compete agreements	1.5	128,000	5,250	122,750
Total Intangible assets, net		<u>\$ 2,908,000</u>	<u>\$ 36,984</u>	<u>\$ 2,871,016</u>

Amortization expense totaled \$36,984 and \$0 for the quarters ended March 31, 2015, and 2014, respectively. As of December 31, 2014 the Company had no intangible assets.

The following table summarizes the Company's future amortization expense for the periods indicated:

Remainder of 2015	\$	467,858
2016		597,226
2017		538,476
2018		535,837
2019		535,143
Thereafter		196,476
Total future amortization expense	\$	<u>2,871,016</u>

Note 7 - Related Party Transactions

Due from Related Party

The Company had a loan outstanding to its largest stockholder. The receivable bore interest at 2.64% with no definite repayment terms and during the year ended December 31, 2014 interest totaled \$46,433. During the year ended December 31, 2014, and prior to the Company becoming a C Corporation, the loan balance of \$456,563 was eliminated as the Company treated the loan balance as a stockholder distribution. No amounts were due from the related party for the periods ended March 31, 2015 and December 31, 2014.

Stockholder distributions for the periods ended March 31, 2015 and December 31, 2014 totaled \$0 and \$502,371 respectively.

Note 8 - Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities consist of the following for the periods ended March 31, 2015 and December 31, 2014:

	<u>March 31, 2015</u>	<u>December 31, 2014</u>
Accrued trade payables	\$ 1,052,445	\$ 703,725
Accrued compensation	434,578	335,576
Total Accounts Payable and Accrued Liabilities	<u>\$ 1,487,023</u>	<u>\$ 1,039,301</u>

Note 9 - Letter of Credit and Restricted Cash

On January 9, 2015, the Company amended the lease for office space at its corporate headquarters in New York. As a result of the amended lease, the Company has secured a standby letter of credit for the benefit of the landlord for the required security deposit (see Note 15- Commitments and Contingencies).

The letter of credit is in the amount of \$244,393. The letter of credit expires in July 2020 and contains renewal periods of one year.

The letter of credit was collateralized by \$355,206 and \$110,699 of cash for the periods ended March 31, 2015 and December 31, 2014, respectively, which was reported as restricted on the Condensed Consolidated Balance Sheets.

In March 2015, the Company established a restricted cash account in the amount of \$300,000 related to the Storycode acquisition.

In March 2015, the Company established a restricted cash account in the amount of \$150,000 in connection with potential legal action by a former related party.

Note 10 - Due to Factor

On August 6, 2013, the Company signed a one year agreement with a financial services company for the purchase and sale of accounts receivables with a recourse basis. The financial services company commenced funding during August 2013. The financial services company advances up to 90% of qualified customer invoices, less applicable discount fees, and holds the remaining 10% as a reserve until the customer pays the financial services company. The released reserves are returned to the Company. The Company was charged 0.7% for the first thirty (30) days outstanding as well as each subsequent month plus prime plus 1.75% daily for funds outstanding over thirty (30) days. On August 21, 2014, the Company renewed this agreement which included among other changes, an elimination of the interest rate and the adoption of a Service Fee of 1.15% per month for all periods covered under the renewed agreement. Since inception, uncollectable customer invoices are charged back to the Company after ninety (90) days. For the periods ended March 31, 2015 and December 31, 2014, the advances from the factor, inclusive of fees, amounted to \$1,020,336 and \$970,541, respectively, which were offset against due from factor of \$110,341 and \$136,603, respectively. Advances from the factor are collateralized by substantially all assets of the Company.

On August 21, 2014, the Company renewed its agreement with the same financial services company to continue the same purchasing and sales of its accounts receivable on a recourse basis. The renewed agreement will expire in August 2015.

Note 11 - Notes Payable

In 2013 and prior, the Company issued \$580,000 of notes payable to various individuals for business operations and growth opportunities.

Prior to 2013, the Company executed a note for \$94,060. The note matures in January 2021 and bears no interest. The monthly fixed principal payment is \$550. The note is secured by all assets of the Company. The total outstanding balance as of March 31, 2015 and December 2014 is \$58,370 and \$60,020, respectively.

On May 27, 2014, the Company sold a \$20,000 promissory note maturing in August 2014. The note bore interest at 1% per month with interest payable monthly. The promissory note was subsequently converted into equity.

During May and June of 2014, certain note holders converted their promissory notes into common shares. In total, \$345,000 of promissory notes was converted into 300,001 shares of common stock. In connection with the note conversions, the Company recorded a loss on debt extinguishment of \$57,502 in the accompanying Condensed Consolidated Statements of Operations.

In June 2014, the Company repaid the remaining \$255,000 of outstanding notes payable issued in 2013 and prior that had not converted into equity.

Note 12 - Stock Based Compensation

The fair values of stock option grants during the quarter ended March 31, 2015 was calculated on the date of the grant using the Black-Scholes option pricing model. There were no options granted during the year ended December 31, 2014. Compensation expense is recognized over the period of service, generally the vesting period (see Note 3 – Significant and Critical Accounting Policies and Practices). During the quarter ended March 31, 2015, the Company granted a total of 80,000 options to certain members of its Board of Directors. The following assumptions were used in the Black-Scholes options pricing model to estimate the fair value of stock options for the quarter ended March 31, 2015:

Fair value of Company's common stock	\$	292,400
Volatility		45.00%
Exercise price	\$	8.60
Estimated life		5.50 years
Risk free interest rate (based on 1-year treasury rate)		1.38%
Dividend		0.00%

The following table summarizes the Company's stock option activity and related information for the quarter ended March 31, 2015:

	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding at January 1, 2015	-	\$ -
Granted	80,000	\$ 3.66
Exercised	-	\$ -
Outstanding at March 31, 2015	80,000	\$ 3.66
Exercisable at March 31, 2015	-	\$ 3.66

In accordance with ASC 718, Share Based Payment ("ASC 718"), total compensation expense for stock based compensation awards was \$21,774 for the three months ended March 31, 2015 which is included on the accompanying Condensed Consolidated Statements of Operations in selling general and administrative expenses. All stock-based compensation expense for issued awards as of March 31, 2015 will be recognized during 2015.

As of March 31, 2015, there was \$270,626 of total unrecognized stock-based compensation cost, net of estimated forfeitures, related to stock options. This amount will be amortized on a straight-line basis over the requisite service period related to the stock option grants.

The Black Scholes valuation model requires the Company to estimate key assumptions such as expected volatility, expected terms, risk-free interest rates and dividend yields. The Company determined the assumptions in the Black Scholes valuation model as follows: expected volatility is a combination of the Company's competitors' historical volatility; expected term is calculated using the "simplified" method prescribed in ASC 718; and the risk free rate is based on the U.S. Treasury yield on 5 and 7-year instruments in effect at the time of grant. A dividend yield is not used, as the Company has never paid cash dividends and does not currently intend to pay cash dividends. The Company periodically reviews the assumptions and modifies the assumptions accordingly.

As part of the requirements of ASC 718, the Company is required to estimate potential forfeitures of stock option and restricted stock unit grants and adjust compensation cost recorded accordingly. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of stock based compensation expense to be recognized in future periods. The fair values of stock option and restricted stock unit grants are amortized as compensation expense on a straight-line basis over the vesting period of the grants. Compensation expense recognized is shown in the operating activities section of the Condensed Consolidated Statements of Cash Flows.

Note 13 - Stockholders' Equity

The table below shows the Company's par value, authorized shares, issued shares and outstanding shares of its common and preferred stock as of March 31, 2015 and December 31, 2014:

	<u>March 31, 2015</u>	<u>December 31, 2014</u>
Common Stock		
Authorized; par value \$0.00001	150,000,000	150,000,000
Issued	78,175,617	77,575,617
Outstanding	78,175,617	77,575,617
Preferred Stock		
Authorized; par value \$0.00001	10,000,000	10,000,000
Issued	-	-
Outstanding	-	-

Issuance of Common Stock

During June 2014, the Company issued 142,362 shares of Common Stock to investors in private placements at \$1.75 per share for total proceeds of \$191,000.

During July 2014, the Company issued 7,454 shares of Common Stock to an investor in a private placement at \$1.75 per share for total proceeds of \$10,000.

During May and June of 2014, certain note holders converted their promissory notes into Common Stock. In total, \$345,000 of promissory notes was converted into 300,001 shares of common stock. In connection with the note conversions, the Company recorded a loss on debt extinguishment of \$57,502 in the accompanying Condensed Consolidated Statements of Operations.

In September 2014, the Company completed a private placement equity offering to accredited investors. The Company received \$4,556,100 in gross proceeds and issued 2,201,031 shares of Common Stock. The issuance costs associated with the private placement were \$774,213. These costs have been recorded as a reduction to additional paid-in capital as of the year ended December 31, 2014.

The Exchange Agreement completed in September 2014 had the following impact on stockholders' equity:

- In January 2014, the beginning balance of common shares, common stock and additional paid in capital were changed to reflect the exchange of 1.3 CleanTech shares for each share of Six Dimensions.
- The stockholders' equity balances of CleanTech as of September 2014 were added to total stockholders' equity to reflect the reverse recapitalization transaction.

On November 21, 2014, the Company completed a private placement equity offering to accredited investors. The Company received \$1,052,498 in gross proceeds, and issued 508,453 shares of Common Stock. The issuance costs associated with the private placement were \$236,832. These costs have been recorded as a reduction to Additional paid-in-capital for the year ended December 31, 2014.

On March 4, 2015 and March 20, 2015, the Company issued 300,000 and 300,000 shares, respectively, of its Common Stock to each of Storycode and SwellPath, as part of the respective acquisitions of each of these entities (see Note 2 – Acquisitions).

For the periods ended March 31, 2015 and December 31, 2014 the Company had no issued or outstanding Preferred stock.

Note 14 - Warrants

On September 29, 2014, in connection with the Exchange, the Company completed a private placement equity offering to accredited investors, raising \$4,556,100 in gross proceeds. For its assistance in this private placement of equity, the Company paid a placement agent \$3,562,500 and issued it warrants to purchase 258,155 shares of the Company's Common Stock. The fair value of the warrants was calculated using the Black-Scholes model and the following assumptions: estimated life of five years, volatility of 46.5%, risk-free interest rate of 1.77% and dividend yield of 0%. The fair value of the warrants at grant date was \$1,660,526.

On November 21, 2014, the Company completed a private placement equity offering to accredited investors, raising \$1,052,498 in gross proceeds. For its assistance in this private placement of equity, the Company paid a placement commissions representing 10% of the gross proceeds and issued it warrants to purchase 32,239 shares of the Company's Common Stock. The fair value of the warrants was calculated using the Black-Scholes model and the following assumptions: estimated life of five years, volatility of 46.5%, risk-free interest rate of 1.63% and dividend yield of 0%. The fair value of the warrants at grant date was \$91,436.

The Company uses the basis for the accounting of warrants issued in connection with the private placement to the placement agent in accordance with ASC 480 "Distinguishing Liabilities from Equity" and ASC 815 "Derivatives and Hedging." The warrants were considered an issuance cost for the private placement and therefore were deducted from the gross proceeds reducing equity.

Note 15 - Commitments and Contingencies

Occasionally, the Company may be involved in claims and legal proceedings arising from the ordinary course of its business. The Company records a provision for a liability when it believes that is both probable that a liability has been incurred, and the amount can be reasonably estimated. If these estimates and assumptions change or prove to be incorrect, it could have a material impact on the Company's condensed consolidated financial statements. Contingencies are inherently unpredictable and the assessments of the value can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions.

Operating Leases

The Company is obligated under various operating lease agreements for office facilities in California, Florida, New York, and Ohio. As a result of the acquisitions, the Company is also obligated under operating leases for facilities in Oregon and Minneapolis. In addition, the Company leases office facilities on a month-to-month basis in Minnesota and Colorado.

Rent expense under all office leases aggregated \$130,258 and \$88,972 for the quarter ended March 31, 2015 and 2014, respectively. Rent expense was recorded in selling general and administrative expenses in the accompanying Condensed Consolidated Statements of Operations.

The Company is also obligated under various operating lease agreements for equipment. Rent expenses under all equipment leases aggregated \$21,124 and \$13,671 for the quarter ended March 31, 2015 and 2014, respectively. Rent expenses under all equipment leases are recorded in selling general and administrative expenses in the accompanying Condensed Consolidated Statements of Operations.

New York Office lease

On January 9, 2015, the Company signed an amendment to for its corporate headquarter lease. The amendment covers an additional 8,887 square feet floor space in the same building as the original lease. The new floor space lease expires in March 31, 2020. This lease requires base annual rental payments of \$488,785 for the term of the lease. Lease payments will be recognized on a straight-line basis over the term of the lease. As part of the this lease agreement, among other requirements, the Company is obligated to obtain a Letter of Credit in the amount of \$244,393 which will expire on July 31, 2020 (see Note 9- Letter of Credit and Restricted Cash).

New York Office Sub-lease

On February 15, 2014, the Company signed a twenty-four (24) month agreement to sub-lease a portion of its office facilities in New York City expiring in February 29, 2016. The lease requires base annual rental payments to the Company of \$120,000 for the term of the lease. Rental income will be recognized on a straight-line basis over the term of the lease. As part of the lease agreement, the Company received a \$30,000 security deposit, which is shown as a liability on the accompanying Condensed Consolidated Balance Sheets.

California Leases

On April 29, 2014, the Company signed a lease amendment for its office facilities in San Ramon, California. The amendment extends the lease past the May 31, 2014 expiration date on a month to month basis with monthly rental payments of \$2,836. On June 30, 2014, the Company cancelled the lease, and the lease expired on September 30, 2014.

On April 16, 2014, the Company signed a thirty-eight (38) month lease agreement for its office facilities in Pleasanton, California expiring on August 31, 2017. The lease requires base annual rent of approximately \$34,000 for the first year, with increases in increments of 3% each year thereafter. The lease contains a two (2) month rent abatement period starting in July 2014. Rent expense will be recognized on a straight line basis over the term of the lease. The lease contains one option to renew for a term of thirty-six (36) months.

Deferred Rent

To induce the Company to enter into certain operating leases, landlords have granted free rent for various months over the term of occupancy. Rent expenses recorded on the straight-line basis in excess of rents paid is recognized as deferred rent. For the periods ended March 31, 2015 and December 31, 2014, deferred rent was \$44,744 and \$55,429, respectively, which is shown as a liability in the Condensed Consolidated Balance Sheets.

Note 16 - Concentrations and Credit Risks

Revenues

For the quarters ended March 31, 2015 and 2014, the Company had four significant customers that accounted for more than 10% of the Company's total revenues. The Company's sales to its top five customers accounted for approximately 67% and 48% of revenues during the quarters ended March 31, 2015 and 2014, respectively. During the quarter ended March 31, 2015, the Company had one foreign customer accounting for 22% of its revenues. During the quarter ended March 31, 2014, the Company had no foreign customers.

Accounts Receivable

For the periods ended March 31, 2015 and December 31, 2014, the Company had approximately 68% and 57% of its accounts receivable balance held by five customers, respectively. During the periods ended March 31, 2015 and December 31, 2014, the Company had three customers accounting for more than 10% each of its accounts receivables balances, respectively.

Accounts Payable

For the periods ended March 31, 2015 and December 31, 2014, the Company had approximately 27% and 26% of its accounts payable balances held by its top five vendors, respectively. During each of these same periods, the Company had one and none of its vendors accounting for more than 10% each of the Company's accounts payables balances, respectively.

Note 17 - Income Taxes

Effective June 27, 2014, the Company converted into a C-Corporation. Going forward, the Company will be subject to federal and state income taxes and will have to recognize income tax expense and deferred taxes for financial statement purposes. Deferred taxes are computed based on the tax liability or benefit in future years of the reversal of temporary differences in the recognition of income or deduction of expenses between financial and tax reporting purposes, increased by net operating loss carryforwards of which expire through 2034. Federal and state net operating loss carryforwards are approximately \$695,000, at March 31, 2015. The net difference, if any, between the provision for taxes and taxes currently payable is reflected in the balance sheet as deferred taxes. Deferred tax assets and/or liabilities, if any, are classified as current and non-current based on the classification of the related asset or liability for financial reporting purposes, or based on the expected reversal date for deferred taxes that are not related to an asset or liability. Valuation allowances are recorded to reduce deferred tax assets to that amount which is more likely than not to be realized. The Company has recorded a deferred tax asset of \$2,097,218 and a deferred tax liability of \$2,368,358 at March 31, 2015.

The provision for income taxes includes the following for the periods ended March 31, 2015 and March 31, 2014:

	March 31, 2015	March 31, 2014
Current:		
Federal	\$ -	\$ -
State	5,956	-
	<u>5,956</u>	<u>-</u>
Total Current Provision	<u>\$ 5,956</u>	<u>\$ -</u>
Deferred:		
Federal	\$ (168,895)	\$ -
State	(19,478)	-
	<u>(188,373)</u>	<u>-</u>
Total deferred	<u>\$ (188,373)</u>	<u>\$ -</u>
Income tax benefit	<u>\$ (182,417)</u>	<u>\$ -</u>

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The Company's income tax returns are open to examination by federal, state and foreign tax authorities, generally for the years ended December 31, 2011 and later, with certain state jurisdictions open for audit for earlier years. The Company has no amount recorded for any unrecognized tax benefits as of March 31, 2015, nor did the Company record any amount for the implementation of ASC 740. The Company's policy is to record estimated interest and penalty related to the underpayment of income taxes or unrecognized tax benefits as a component of its income tax provision. The Company did not recognize any interest or penalties in its consolidated statements of operations and there are no accruals for interest or penalties at March 31, 2015. The Company is not currently under examination by any tax jurisdiction.

Note 18 - Business and Geographic Segment Information

ASC 280, *Segment Reporting*, establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker, or decision making group, in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker is the Chief Executive Officer, who reviews the financial performance and the results of operations of the segments prepared in accordance with U.S. GAAP when making decisions about allocating resources and assessing performance of the Company. The Company has determined that its two reportable segments are Content Management Systems ("CMS") and Information Technology ("IT") Staffing. CMS offers web content management solutions, marketing cloud solutions, mobile applications, analytics, front-end user experience and design, and marketing automation. The IT Staffing segment provides contract and contract-to-hire IT professional staffing services.

There are currently no intersegment revenues. Asset information by operating segment is not presented below since the chief operating decision maker does not review this information by segment. The reporting segments follow the same accounting policies used in the preparation of the Company's condensed consolidated financial statements which are described in Note 2 – Significant and Critical Accounting Policies and Practices.

Segment information relating to the Company's results of operations was as follows for the quarters ended March 31, 2015 and 2014:

	Quarters Ended	
	March 31, 2015	March 31, 2014
Revenues		
CMS	\$ 2,586,003	\$ 1,524,083
IT Staffing	689,582	1,130,492
Total	<u>\$ 3,275,585</u>	<u>\$ 2,654,575</u>
	Quarters Ended	
	March 31, 2015	March 31, 2014
Gross Margin		
CMS	\$ 1,232,121	\$ 811,901
IT Staffing	139,636	276,708
TOTAL	<u>\$ 1,371,757</u>	<u>\$ 1,088,609</u>
	Quarters Ended	
	March 31, 2015	March 31, 2014
Profit (Loss)		
CMS	\$ 489,358	\$ 618,163
IT Staffing	(868,803)	(327,667)
Total	<u>\$ (379,445)</u>	<u>\$ 290,496</u>

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Note About Forward-Looking Statements

This section and other parts of this Quarterly Report on Form 10-Q contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements can also be identified by words such as "future," "anticipates," "believes," "estimates," "expects," "intends," "plans," "predicts," "will," "would," "could," "can," "may," and similar terms. Forward-looking statements are not guarantees of future performance and the Company's actual results may differ significantly from the results discussed in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed in Part I, Item 1A of the Company's Annual Report on Form 10-K filed on March 30, 2015 under the heading "Risk Factors," which are incorporated herein by reference. The following discussion should be read in conjunction with the consolidated financial statements and notes thereto included in Part II, Item 8 of the Company's Annual Report on Form 10-K filed on March 30, 2015.

We assume no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Unless expressly indicated or the context requires otherwise, the terms "Six Dimensions," "6D Global," the "Company," "we," "us," and "our" refer to 6D Global Technologies, Inc., a Delaware corporation, and, where appropriate, its wholly owned subsidiaries.

Company Background

6D Global is a digital business solutions company serving the digital marketing and technology needs of top tier organizations using enterprise-class technologies worldwide. 6D Global offers a full suite of services and solutions to help large organizations optimize digital business channels and create better experiences for their customers. Services include web content management, web analytics, marketing automation, mobile applications, business intelligence, marketing cloud, and IT infrastructure staffing solutions. 6D Global is primarily focused on digital technology solutions and becoming a one stop provider for Chief Marketing Officers. In addition, we provide digital marketing and digital technology consulting services to leading enterprises during periods of critical change and growth.

6D Global's business units provide business-to-business IT solutions in the form of professional services and managed services in the IT solutions industry. Our market today includes predominantly mid-sized to Fortune 500 commercial, nonprofit and public sector enterprises across virtually all industries, including, but not limited to, healthcare, consumer, education, government, manufacturing, and high tech. Because organizations in virtually every sector of the economy perform or need the functions we support, we pursue opportunities across nearly all sectors and tends not to focus on niche markets. Our contractual arrangements can vary in length of time based on our client's requirements and our services are extended on regular basis as client's needs change and grow. We continually recruit to increase our workforce and enhance our ability to staff existing and new contracts. The effectiveness of our utilization of the workforce and continued investment in future growth may impact overall results.

Acquisitions

Storycode

On March 4, 2015, the Company acquired all the interests of Storycode pursuant to the Storycode SPA.

Storycode is headquartered in Portland, Oregon and provides mobile development and creative design services for medium and large businesses. Storycode creates mobile applications that feature award-winning UX (user experience) and UI (user interface) design working exclusively with the Adobe DPS platform.

In consideration for the Interests, the Company paid the Storycode Members: cash in the amount of \$300,000; an additional \$300,000 paid in escrow to be earned by the Storycode Members upon the one year anniversary of their employment; an aggregate of 300,000 shares of the Company's Common Stock; and additional, potential earn out of cash and shares of Common Stock based on Storycode's financial performance for the three years following the closing of the acquisition. The Company also entered into employment agreements with the Storycode Members.

SwellPath

On March 20, 2015 the Company acquired all the issued and outstanding shares of SwellPath, pursuant to the SwellPath SPA.

SwellPath is a professional services firm that delivers analytics consulting, search engine optimization and digital advertising services to medium and large scale enterprises across North America. SwellPath enables clients to align and maximize their digital marketing initiatives by tracking both on and offline marketing campaigns and performing more effective targeting to enhance return on investment. SwellPath complements the Company's overall acquisition strategy to provide a full-service digital marketing solutions offering to its clients, particularly in areas where the Company's clients have expressed needs, while leveraging the Company's partnership with Adobe Systems Incorporated to expand its Adobe Analytics offering.

The purchase price for the SwellPath Shares was comprised of: (i) cash in the amount of \$300,000; (ii) 300,000 shares of the Company's Common Stock; and (iii) up to an additional 300,000 shares of Common Stock and \$650,000, based upon the achievement by SwellPath of certain performance milestones within the first and second anniversaries of the closing of the transaction. In addition, the Company acquired all of the goodwill associated with SwellPath from its founder, Adam Ware, for cash in the amount \$300,000. Also, the Company agreed to an employment agreement with Mr. Ware to serve as Vice-President, which agreement contains customary terms, conditions and covenants for such an agreement.

Critical Accounting Policies and Estimates

The preparation of financial statements and related disclosures in conformity with U.S. GAAP, and the Company's discussion and analysis of its financial condition and operating results require the Company's management to make judgments, assumptions and estimates that affect the amounts reported in its condensed consolidated financial statements and accompanying notes. Note 3— Significant and Critical Accounting Policies and Practices", of the Notes to Condensed Consolidated Financial Statements in Item 1 of this Quarterly Report on Form 10-Q describes the significant accounting policies and methods used in the preparation of the Company's condensed consolidated financial statements. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates and such differences may be material.

Management believes the Company's critical accounting policies and estimates are those related to revenue recognition, allowances, leases and income taxes.

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for the fair statement of the Company's financial position and results of operations for the periods presented have been included. Operating results for the three months ended March 31, 2015 are not necessarily indicative of the results that may be expected for the year ending December 31, 2015, for any other interim period or for any other future year.

The consolidated balance sheet at December 31, 2014 has been derived from the audited financial statements at that date, but does not include all of the disclosures required by GAAP. The accompanying condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2014 as filed with the Securities Exchange Commission ("SEC") on March 30, 2015 (the "2014 Form 10-K").

Principles of Consolidation

The Company's condensed consolidated financial statements include all of its accounts and any intercompany balances have been eliminated in accordance with U.S. GAAP. The Company has three subsidiaries, Six Dimensions Inc., Storycode, and SwellPath organized as two operating segments that are combined into one reporting segment.

Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date(s) of the financial statements and the reported amounts of revenues and expenses during the reporting period(s).

The preparation of financial statements and related disclosures in conformity with U.S. GAAP, and the Company's discussion and analysis of its financial condition and operating results require the Company's management to make judgments, assumptions and estimates that affect the amounts reported in its condensed consolidated financial statements and accompanying notes. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. Actual results may differ from these estimates and such differences may be material.

Management believes the Company's critical accounting policies and estimates are those related to revenue recognition, allowances, leases and income taxes.

Business Combinations

We account for our business combinations under the provisions of Accounting Standards Codification ("ASC") Topic 805-10, Business Combinations ("ASC 805-10"), which requires that the purchase method of accounting be used for all business combinations. Assets acquired and liabilities assumed, including non-controlling interests, are recorded at the date of acquisition at their respective fair values. ASC 805-10 also specifies criteria that intangible assets acquired in a business combination must meet to be recognized and reported apart from goodwill. Goodwill represents the excess purchase price over the fair value of the tangible net assets and intangible assets acquired in a business combination. Acquisition-related expenses are recognized separately from the business combinations and are expensed as incurred. If the business combination provides for contingent consideration, the Company records the contingent consideration at fair value at the acquisition date and any changes in fair value after the acquisition date are accounted for as measurement-period adjustments. Changes in fair value of contingent consideration resulting from events after the acquisition date, such as earn-outs, are recognized as follows: 1) if the contingent consideration is classified as equity, the contingent consideration is not re-measured and its subsequent settlement is accounted for within equity, or 2) if the contingent consideration is classified as a liability, the changes in fair value are recognized in earnings.

The estimated fair value of net assets acquired, including the allocation of the fair value to identifiable assets and liabilities, was determined using third-party valuations. The estimated fair value of the net assets acquired was determined using the income approach to valuation based on the discounted cash flow method. Under this method, expected future cash flows of the business on a stand-alone basis are discounted back to a present value. The estimated fair value of identifiable intangible assets, consisting of customer relationships, the trade names and non-compete agreements acquired were determined using the multi-period excess earnings method, relief of royalty method and discounted cash flow methods, respectively.

The multi-period excess earnings method used to value customer relationships requires the use of assumptions, the most significant of which include: the remaining useful life, expected revenue, survivor curve, earnings before interest and tax margins, marginal tax rate, contributory asset charges, discount rate and tax amortization benefit.

The most significant assumptions under the relief of royalty method used to value trade names include: estimated remaining useful life, expected revenue, royalty rate, tax rate, discount rate and tax amortization benefit. The discounted cash flow method used to value non-compete agreements includes assumptions such as: expected revenue, term of the non-compete agreements, probability and ability to compete, operating margin, tax rate and discount rate. Management has developed these assumptions on the basis of historical knowledge of the business and projected financial information of the Company. These assumptions may vary based on future events, perceptions of different market participants and other factors outside the control of management, and such variations may be significant to estimated values.

The discounted cash flow valuation method requires the use of assumptions, the most significant of which include: future revenue growth, future earnings before interest, taxes, depreciation and amortization, estimated synergies to be achieved by a market participant as a result of the business combination, marginal tax rate, terminal value growth rate, weighted average cost of capital and discount rate.

Contingent Consideration

The fair value of the our contingent consideration is based on the Company's evaluation as to the probability and amount of any earn-out that will be achieved based on expected future performance by the acquired entity. We utilize a third-party valuation firm to assist in the calculation of the contingent consideration at the acquisition date. We evaluate the forecast of the acquired entity and the probability of earn-out provisions being achieved when it evaluates the contingent consideration at initial acquisition date and at each subsequent reporting period. The fair value of contingent consideration is measured at each reporting period and adjusted as necessary. Our management evaluates the terms in contingent consideration arrangements provided to former owners of acquired companies who become employees of the Company to determine if such amounts are part of the purchase price of the acquired entity or compensation.

Goodwill and Indefinite Lived Intangible Assets

Goodwill, which represents the excess of purchase price over the fair value of net assets acquired, is carried at cost. Goodwill is not amortized; rather, it is subject to a periodic assessment for impairment by applying a fair value based test. Goodwill is assessed for impairment on an annual basis as of October 1st of each year or more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment model permits, and we utilize, a two-step method for determining goodwill impairment. In the first step, we determine the fair value of its reporting units using a discounted cash flow analysis. If the net book values of a reporting unit exceeds its fair value, we would then perform the second step of the impairment test which requires allocation of the reporting unit's fair value to all of its assets and liabilities using the acquisition method prescribed under authoritative guidance for business combinations. Any residual fair value is being allocated to goodwill. An impairment charge is recognized only when the implied fair value of our reporting unit's goodwill is less than its carrying amount.

Long-Lived Assets, Including definite-Lived Intangible Assets

Long-lived assets, other than goodwill and other indefinite-lived intangibles, are evaluated for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable through the estimated undiscounted future cash flows derived from such assets.

Definite-lived intangible assets primarily consist of trade names, non-compete agreements and customer relationships. For long-lived assets used in operations, impairment losses are only recorded if the asset's carrying amount is not recoverable through its undiscounted, probability-weighted future cash flows. We measure the impairment loss based on the difference between the carrying amount and the estimated fair value. When an impairment exists, the related assets are written down to fair value.

Leases

Lease agreements are evaluated to determine if they are capital leases meeting any of the following criteria at inception: (a) Transfer of ownership; (b) Bargain purchase option; (c) The lease term is equal to 75 percent or more of the estimated economic life of the leased property; (d) The present value at the beginning of the lease term of the minimum lease payments, excluding that portion of the payments representing executory costs such as insurance, maintenance, and taxes to be paid by the lessor, including any profit thereon, equals or exceeds 90 percent of the excess of the fair value of the leased property to the lessor at lease inception over any related investment tax credit retained by the lessor and expected to be realized by the lessor.

If at its inception a lease meets any of the four lease criteria above, the lease is classified by the lessee as a capital lease; and if none of the four criteria are met, the lease is classified by the lessee as an operating lease.

Contingencies

Occasionally, the Company may be involved in claims and legal proceedings arising from the ordinary course of its business. The Company records a provision for a liability when it believes that it is both probable that a liability has been incurred, and the amount can be reasonably estimated. If these estimates and assumptions change or prove to be incorrect, it could have a material impact on the Company's condensed consolidated financial statements. Contingencies are inherently unpredictable and the assessments of the value can involve a series of complex judgments about future events and can rely heavily on estimates and assumptions.

Revenue Recognition

We provide our services primarily under time-and-materials contracts. Revenues earned under time-and-material arrangements are recognized as services are provided. We recognize revenue from the provision of professional services when it is realized or realizable and earned. We consider revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable and (iv) collectability is reasonably assured. Appropriate allowances for returns and discounts are recorded concurrent with revenue recognition.

In accordance with U.S. GAAP guidance, Income Statement Characterization of Reimbursement Received for Out-of-Pocket Expenses, the Company classifies reimbursed expenses as revenue and the related expense within cost of revenue in the accompanying Condensed Consolidated Statements of Operations.

For fixed price service arrangements we apply the proportional performance model to recognize revenue. When customer acceptance provisions exist, the company is generally able to reliably demonstrate that the service meets, or will meet upon completion, the customer acceptance criteria. If circumstances exist which prevent us from verifying compliance with the acceptance provisions until the service has been completed, revenue is not recognized until compliance can be verified.

Revenues recognized in excess of the amounts invoiced to clients are classified as unbilled revenues in our Condensed Consolidated Balance Sheets.

We may record deferred revenue in circumstances where the customer's contract calls for pre-billing of services. Amounts in deferred revenue are realized when the services are performed and the criteria noted above are met.

Earnings (Loss) Per Share

We follow ASC 260, "Earnings Per Share" ("EPS"), which requires presentation of basic and diluted EPS on the face of the income statements for all entities with complex capital structures, and requires a reconciliation of the numerator and denominator of the basic EPS computation to the numerator and denominator of the diluted EPS computation. In the accompanying financial statements, basic earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted EPS excludes all dilutive potential shares if their effect is anti-dilutive.

Stock-Based Compensation

Our stock-based award programs are intended to attract, retain and reward employees, officers, directors and consultants, and to align stockholder and employee interests. We granted stock-based awards to certain individuals in 2015 under our 2015 Omnibus Incentive Plan.

Compensation expense for stock-based awards is based on the fair value of the awards at the measurement date and is included in operating expenses. The fair value of stock option grants is estimated on the date of grant using the Black-Scholes option pricing model based on certain assumptions including: expected volatility based on the historical price of our stock over the expected life of the option, the risk-free rate of return based on the United States treasury yield curve in effect at the time of the grant for the expected term of the option, the expected life based on the period of time the options are expected to be outstanding using historical data to estimate option exercise and employee termination; and dividend yield based on history and expectation of dividend payments. Stock options generally vest ratably over a three-year period and are exercisable over a period up to ten years.

Income Taxes

We account for income taxes under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities of the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. The U.S. GAAP guidance for income taxes prescribes a two-step approach for the financial statement recognition and measurement of income tax positions taken or expected to be taken in an income tax return. The first step evaluates an income tax position in order to determine whether it is more likely than not that the position will be sustained upon examination, based on the technical merits of the position. The second step measures the benefit to be recognized in the financial statements for those income tax positions that meet the more likely than not recognition threshold. U.S. GAAP also provides guidance on derecognition, classification, recognition and classification of interest and penalties, accounting in interim periods, disclosures and transition. Under U.S. GAAP, we may recognize previously unrecognized tax benefits if the tax position is effectively (rather than "ultimately") settled through examination, negotiation or litigation. We reevaluate these uncertain tax positions on a quarterly basis. This evaluation based on factors including, but not limited to, changes in facts and circumstances, changes in tax law, effectively settled issues, and new audit activity. Any changes in these factors could result in changes to a tax benefit or tax provision.

Reclassification

Certain previously reported amounts have been reclassified to conform to the presentation used in March 31, 2015 condensed consolidated financial statements. The results of the reclassification did not affect our Condensed Consolidated Statements of Operations.

Internal Developed Software

ASC 350, Intangibles – Goodwill and Other, Subtopic 350-40, Internal-Use Software specifies standards of financial accounting and reporting for the costs of internal-use computer software.

Related Party Transactions

During the year ended December 31, 2014, the loan balance of \$456,563 was eliminated as the Company treated the loan balance as a stockholder distribution. No amounts were due from the related party at March 31, 2015 or December 31, 2014.

Results of Operations

The following paragraphs set forth our results of operations for the periods presented. The period-to-period comparison of financial results is not necessarily indicative of future results.

Results of Operations for the Quarters Ended of March 31, 2015 and 2014

The following table sets forth the summary statements of operations for the periods indicated:

	Quarters Ended March 31,		
	2015	2014	Increase/(Decrease)
Revenues	\$ 3,275,585	\$ 2,654,575	\$ 621,010
Cost of revenues	\$ 1,903,828	\$ 1,565,966	\$ 337,862
Gross margin	\$ 1,371,757	\$ 1,088,609	\$ 283,148
Operating expenses	\$ 1,900,615	\$ 797,939	\$ 1,102,676
Other expense, net	\$ (33,004)	\$ (174)	\$ (32,830)
Income tax benefit	\$ (182,417)	\$ -	\$ (182,417)
Net (loss) income	\$ (379,445)	\$ 290,496	\$ (669,941)

Revenues

Our revenue increased by approximately 23% to \$3,275,585 during the quarter ended March 31, 2015, from \$2,654,575 during the quarter ended March 31, 2014. The increase in revenue was primarily due to an increase in the number of professional service projects and contracts that we had with our current clients and newly added clients as well as additional revenue from acquired businesses. This was partially offset by a decrease in our staffing services revenue. We continue to expand our services being offered in multiple areas of the digital marketing segment through organic efforts and acquisitions and our sales and marketing efforts continue to lend to our ability to win more business. 6D Global is primarily focused on digital technology solutions and becoming a one stop provider to Chief Marketing Officers. We anticipate these digital marketing service offerings will continue to drive growth in our client base and sales results.

Gross Margin

Our gross profit margin was 42% during the quarter ended March 31, 2015 as compared to 41% during the quarter ended March 31, 2014. The increase in gross margin is due to a change in product mix to professional services and project-based work in digital markets that realize higher gross margins, versus staffing solutions and service in other markets. We continually monitor the utilization of our salaried billable consultants as changes will directly affect the number of billable hours in a billing cycle, therefore causing fluctuations in gross margin percentages.

Operating Expenses

Our operating expenses encompass selling general and administrative expenses consisting primarily of compensation and related costs for personnel and costs related to our facilities, finance, human resources, information technology and fees for professional services. Professional services are principally comprised of outside legal, audit, information technology consulting, marketing and outsourcing services as well as the costs related to being a publically traded company.

Our operating expenses increased by 138% during the quarter ended March 31, 2015, as compared to the quarter ended March 31, 2014. The overall \$1,102,676 increase in operating expenses was primarily attributable to the following increases (decreases) in operating expenses:

- An increase in compensation and related expenses of approximately \$528,499, related to additional executive and management positions to provide proper infrastructure and foster growth as well as additional staff from the acquired companies and the first issuance of stock based compensation.
- An increase of selling general and administrative expenses due to an increase of approximately \$240,040 in costs relating to travel, sales activity, and marketing associated with efforts to grow our business.
- An increase of approximately \$280,971 in professional fees for the use of outside services, consultants, accounting firms and legal firms to assist with the acquisitions and company activities related to being a publicly traded company. These fees included services related to preparing public filings and other activities associated with being a publicly traded company.
- An increase in costs relating to rent from acquisitions and office expansions, employee training, and software system used by the company associated with efforts to grow the business, partially offset by a reduction of certain office expenses and supplies.

Other Expenses, net

Other expenses, net consisted primarily of interest expense primarily related to our promissory notes and capital leases, loss on debt extinguishment and other income.

Other expenses, net increased by \$32,830 to \$33,004 for the quarter ended March 31, 2015 as compared to other expense, net of \$174 during the quarter ended March 31, 2014 which included an interest income entry related to the settlement of the related party note partially offset by additional sub-lease rental income. For the quarter ended March 31, 2015, other expenses, net consisted of \$33,388 interest expense and \$384 of other income. For the quarter ended March 31, 2014 other expenses, net consisted of \$10,174 in interest expense and \$10,000 in miscellaneous income.

Income Taxes

For the year ended December 31, 2013, we were organized as a California LLC, and elected to be taxed as an S Corporation under the Internal Revenue Code of 1986, as amended and applicable state statutes. As a result of our S Corporation status, the income of 6D Global flowed through to the stockholders, and was taxed at the individual, rather than the corporate, level. Accordingly, we had no tax liability at the federal level (with limited exceptions) during the period that the S Corporation election was in effect. In addition, we elected to be treated as a Subchapter S Corporation for corporate income tax purposes. This treatment imposed individual income taxes on our stockholder's respective shares of corporate profits, and resulted in a significantly reduced corporate-level state income tax.

The income allocable to each stockholder is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns of our stockholders, the tax liability of the stockholders could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Deferred taxes are computed based on the tax liability or benefit in future years of the reversal of temporary differences in the recognition of income or deduction of expenses between financial and tax reporting purposes, increased by net operating loss carryforwards of which expire through 2034. Federal and state net operating loss carryforwards are approximately \$695,000, at March 31, 2015. The net difference, if any, between the provision for taxes and taxes currently payable is reflected in the balance sheet as deferred taxes. Deferred tax assets and/or liabilities, if any, are classified as current and non-current based on the classification of the related asset or liability for financial reporting purposes, or based on the expected reversal date for deferred taxes that are not related to an asset or liability. Valuation allowances are recorded to reduce deferred tax assets to that amount which is more likely than not to be realized. The Company has recorded a deferred tax asset of \$2,097,218 and a deferred tax liability of \$2,368,358 at March 31, 2015.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The Company's income tax returns are open to examination by federal, state and foreign tax authorities, generally for the years ended December 31, 2011 and later, with certain state jurisdictions open for audit for earlier years. The Company has no amount recorded for any unrecognized tax benefits as of March 31, 2015, nor did the Company record any amount for the implementation of ASC 740. The Company's policy is to record estimated interest and penalty related to the underpayment of income taxes or unrecognized tax benefits as a component of its income tax provision. The Company did not recognize any interest or penalties in its consolidated statements of operations and there are no accruals for interest or penalties at March 31, 2015. The Company is not currently under examination by any tax jurisdiction.

Net Income (Loss)

For the foregoing reasons, we had a net loss of \$377,645 for the quarter ended March 31, 2015, or \$(0.01) per share (basic and diluted), as compared to net income of \$290,496 for the year ended March 31, 2014, or \$0.01 per share (basic and diluted).

Liquidity and Capital Resources

Capital Resources

The following table summarizes total current assets, liabilities and working capital at March 31, 2015 compared to December 31, 2014:

	As of		
	March 31, 2015	December 31, 2014	Increase/(Decrease)
Current Assets	\$ 4,862,542	\$ 6,594,456	\$ (1,731,914)
Current Liabilities	\$ 2,566,956	\$ 2,001,869	\$ 565,087
Working Capital	\$ 2,295,586	\$ 4,592,587	\$ (2,297,001)

For the quarter ended March 31, 2015, we had a cash balance of approximately \$2,671,363. For the year ended December 31, 2014, we had a cash balance of \$4,888,797.

In the first quarter of 2015, the Company acquired two businesses, Storycode and SwellPath, which acquisitions required cash payments, expanded its office space in New York, which required an additional security deposit, and increased its spending to position the Company for future growth. These costs were predominately funded by capital raised in private placement transactions during the fiscal year ended December 31, 2014. We anticipate financing our future day-to-day operations and capital expenditures with cash flows from operations, and by utilizing the remaining proceeds from such private placements. We expect these sources of income to be sufficient to cover cash needs for working capital and general corporate purposes, including current liabilities, payment of contractual obligations, principal and interest payments on our indebtedness, capital expenditures, expansion of our office locations related to growth of the business and acquisitions. We also expect to continue to incur additional expenses as a result of operating as a public company including costs to comply with rules and regulations applicable to companies listed on a national securities exchange and costs related to compliance and reporting obligations pursuant to the rules and regulations of the SEC. In addition, as a public company, we expect to incur increased expenses related to additional insurance, investor relations and other increases related to needs for additional human resources and professional services.

Liquidity

The following table sets forth a summary of our cash flows for the fiscal quarters ended March 31, 2015 and 2014:

Summary Cash Flows for the Quarters Ended March 31, 2015 and 2014:

	Quarters Ended March 31,		
	2015	2014	Increase/(Decrease)
Net cash (used in) provided by operating activities	\$ (1,486,928)	\$ 197,679	\$ (1,684,607)
Net cash used in investing activities	\$ (764,466)	\$ (46,433)	\$ (718,033)
Net cash provided by (used in) financing activities	\$ 33,960	\$ (114,555)	\$ 148,515

Cash (Used in) Provided by Operating Activities

Cash (used in) provided by operating activities consists of net (loss) income adjusted for certain non-cash items, including depreciation and amortization, amortization of debt issuance costs, realized gains on sale of marketable securities, loss on debt extinguishment, deferred tax benefit, deferred rent and interest earned on restricted cash, as well as the effect of changes in operating assets and liabilities.

Net cash used in operating activities was \$1,486,928 for the quarter ended March 31, 2015 compared to cash used in operating activities of \$197,679 for the quarter ended March 31, 2014. The change is principally attributable to net loss of \$379,445 for the quarter ended March 31, 2015 as compared to a net income of \$290,496 for the quarter ended March 31, 2014, an increase of \$694,507 in restricted cash (see Note 9 - Letter of Credit and Restricted Cash), \$101,573 in accounts receivable due to the increase in sales and the timing of client payments, which are monitored by us on a regular basis, an increase in depreciation and amortization to \$58,822 due to the purchase of computer equipment, office expansion, and amortization related to acquired intangible assets, an increase in deferred tax benefits of \$188,373 due to the recording of a tax asset booked due to the company's conversion to a Nevada C-Corporation, an increase in unbilled revenue of \$435,345 and an increase in prepaid expenses of \$33,842 all offset by an increase of \$370,122 in accounts payable and accrued liabilities during the first quarter ended March 31, 2015.

Cash Used in Investing Activities

Cash used in investing activities primarily consists of the purchase of property and equipment.

Cash used in investing activities increased to \$764,466 for the quarter ended March 31, 2015 compared to \$46,433 for the quarter ended March 31, 2014, is primarily attributable to consideration paid for our acquisitions of \$542,399, internally developed software costs of \$45,984 and the purchase of property and equipment of \$176,083.

We expect to make investments in our personnel, systems, corporate facilities, and information technology infrastructure in 2015 and thereafter. However, the amount of our capital expenditures has fluctuated and may continue to fluctuate on a quarterly basis.

In addition, we expect to spend cash on acquisitions and other investments from time to time. We anticipate that these acquisitions will accelerate revenue growth, provide cost synergies, and generally enhance the breadth and depth of our expertise and service offerings, but no assurances can be made that we will recognize any such benefits.

Cash Provided by (Used in) Financing Activities

Cash provided by (used in) financing activities consists primarily of net proceeds from borrowings on lines of credit, proceeds from and repayments of our factor agreement, proceeds from private placements of equity, the issuance and repayment of promissory notes, and capital leases.

Cash provided by financing activities was \$33,960 for the quarter ended March 31, 2015 compared to cash used in financing activities of \$114,555 for the year ended March 31, 2014. The change is principally attributable to a \$40,447 payment for capital leases, the payment \$2,222,419 on our factor agreement and a payment of \$1,650 on notes payable offset by a receipt of \$2,298,476 from our factor agreement. For the quarter ended March 31, 2014, we paid \$3,071,006 and received \$2,983,542 on our factor agreement, paid \$1,650 proceeds on notes payable, distributed \$11,258 to our stockholders and paid \$14,183 for capital leases.

Off-Balance Sheet Arrangements

We do not have any outstanding derivative financial instruments, off-balance sheet guarantees, interest rate swap transactions or foreign currency forward contracts. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity or market risk support to such entity. We do not have any variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit support to us or that engages in leasing, hedging or research and development services with us.

Recent Accounting Pronouncements

In February 2015, the Financial Accounting Standards Board (the “FASB”) issued Accounting Standards Update (“ASU”) 2015-02, “Consolidations (Topic 810) Amendments to the Consolidation Analysis.” The amendments in this Update affect the following areas: (1) Limited partnerships and similar legal entities; (2) Evaluating fees paid to a decision maker or a service provider as a variable interest; (3) The effect of fee arrangements on the primary beneficiary determination; (4) The effect of related parties on the primary beneficiary determination; (5) Certain investment funds. For public business entities, the amendments in this Update are effective for public entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015 and is not expected to have a material impact on the Company’s financial statements.

In April 2015, the FASB issued ASU 2015-03, Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs. To simplify presentation of debt issuance costs, the amendments in this Update require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. Further, the amendments require the amortization of debt issuance costs to be reported as interest expense, which is consistent with current practice. Debt issuance costs and any discount or premium should be considered in the aggregate when determining the effective interest rate on the debt. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in this Update. For public business entities, the amendments in this Update are effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. The Company is currently evaluating the effects of ASU 2015-03 on the financial statements.

In April 2015, the FASB issued ASU 2015-05, “Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Fees Paid in a Cloud Computing Arrangement.” Existing GAAP does not include explicit guidance about a customer’s accounting for fees paid in a cloud computing arrangement. Examples of cloud computing arrangements include software as a service, platform as a service, infrastructure as a service, and other similar hosting arrangements. The amendments in this Update provide guidance to customers about whether a cloud computing arrangement includes a software license. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance will not change GAAP for a customer’s accounting for service contracts. In addition, the guidance in this Update supersedes paragraph 350-40-25-16. Consequently, all software licenses within the scope of Subtopic 350-40 will be accounted for consistent with other licenses of intangible assets. For public business entities, the amendments will be effective for annual periods, including interim periods within those annual periods, beginning after December 15, 2015, with early adoption permitted. The Company is currently evaluating the effects of ASU 2015-05 on the financial statements.

In May 2015, the FASB issued ASU 2015-07, “Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent).” Currently, investments valued using the practical expedient are categorized within the fair value hierarchy. There is diversity in how certain investments measured at net asset value with future redemption dates should be categorized within the fair value hierarchy which this update addresses. If an investment has its fair value measured at net asset value per share (or its equivalent) using the practical expedient, it should not be categorized in the fair value hierarchy. Removing these types of investments from the fair value hierarchy chart eliminates the diversity in classification of these investments and ensures that all investments categorized in the fair value hierarchy are classified consistently. Investments that calculate net asset value per share (or its equivalent) without the use of the practical expedient will continue to be included in the fair value hierarchy. For public business entities, the amendments will be effective for annual periods, including interim periods within those annual periods, beginning after December 15, 2015, with early adoption permitted. The Company is currently evaluating the effects of ASU 2015-05 on the financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The term “disclosure controls and procedures” is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Exchange Act is recorded, processed, summarized, and reported within the required time periods. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our Chief Executive Officer and our Chief Financial Officer have evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this quarterly report. They have concluded that, as of that date, our disclosure controls and procedures were effective at ensuring that required information will be disclosed on a timely basis in our reports filed under the Exchange Act.

Changes in Internal Control Over Financial Reporting

The post-acquisition integration of Storycode and SwellPath and the related activities during the three months ended March 31, 2015 represents a material change in our internal control over financial reporting. We are in the process of evaluating the impact of the acquisition on our internal control over financial reporting as well as the necessary controls and procedures to be implemented.

Other than as discussed above, there have not been any changes in our internal control over financial reporting during the quarter ended March 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None

ITEM 1A. RISK FACTORS

Our operations and financial results are subject to various risks and uncertainties, including those described in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2014, which could adversely affect our business, financial condition, results of operations, cash flows, and the trading price of our common and capital stock. There have been no material changes to our risk factors since our Annual Report on Form 10-K for the year ended December 31, 2014.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS

2.1*	Securities Purchase Agreement by and between 6D Global Technologies, Inc. and Ms. Topaz and Mr. Porath, dated as of March 4, 2015.
2.2*	Securities Purchase Agreement by and between 6D Global Technologies, Inc. and SwellPath, Inc., dated as of March 20, 2015. †
2.3*	Goodwill Purchase Agreement by and between 6D Global Technologies, Inc and Adam Ware, dated as of March 20, 2015
31.1*	Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification Pursuant to 18 U.S.C. adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2**	Certification Pursuant to 18 U.S.C. adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase
101.DEF*	XBRL Taxonomy Extension Definition Linkbase
101.LAB*	XBRL Taxonomy Extension Label Linkbase
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase

* Filed Herewith

** This certification is deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended or the Exchange Act.

† Certain schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

6D Global Technologies Inc.

May 15, 2015

By: /s/ Tejune Kang
Tejune Kang, Chief Executive Officer
(Principal Executive Officer)

6D Global Technologies Inc.

May 15, 2015

By: /s/ Mark Szynkowski
Mark Szynkowski, Chief Financial Officer
(Principal Financial Officer)

Index to Exhibits

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† Certain schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally copies of any of the omitted schedules upon request by the Securities and Exchange Commission.

SECURITIES PURCHASE AGREEMENT
by and among

6D Global Technologies, Inc. ,

Jason Porath and

Katherine Topaz,

and

Topaz Interactive, LLC

Dated: March 4, 2015

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SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is made this **4th** day of March, 2015 by and among 6D Global Technologies, Inc., a Delaware corporation ("Buyer"), Topaz Interactive LLC, an Oregon limited liability company ("Topaz Interactive" or the "Company"), Jason Porath, an individual ("JP"), and Katherine Topaz, an individual ("KT" and, together with JP, the "Sellers")."

BACKGROUND

WHEREAS, the Company is principally engaged in the business of providing mobile applications solutions and UX UI design services to Fortune 500 companies (the "Business");

WHEREAS, JP is the record and beneficial owner of 50% of the membership interests (the "JP Interests") of Topaz Interactive ("Membership Interests"), which represent 50% of the issued and outstanding membership interests of Topaz Interactive (the "Topaz Interactive Interests");

WHEREAS, KT is the record and beneficial owner of 50% of the Membership Interests ("KT Interests", and collectively with the JP Interests, the "Securities"), which represent 50% of Topaz Interactive Interests;

WHEREAS, Sellers desire to sell the Securities to Buyer, and Buyer desires to purchase the Securities from Sellers, in the manner and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. Capitalized terms used in this agreement have the meanings set forth in Annex A.

Section 1.2 Rules of Construction.

(a) When the context in which words are used in this Agreement indicates that such is the intent, words used in the singular shall have a comparable meaning when used in the plural, and vice versa; pronouns stated in the masculine, feminine or neuter shall include each other gender.

(b) The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement.

(c) The term “including” is not limiting and means “including, without limitation”.

(d) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are disclosed to Buyer, (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation, except that for purposes of determining the accuracy of any representation and warranty, such reference shall only be to such statute or regulation as in effect on the date the representation and warranty was made and (iii) references to “Sections,” “Schedules” or “Exhibits” are to sections, schedules or exhibits, as applicable, of this Agreement.

(e) Unless otherwise expressly provided herein, “dollars” or “\$” means the currency of the United States of America that, as at the time of payment, is legal tender for the payment of public and private debts.

(f) This Agreement is between financially sophisticated and knowledgeable parties and is entered into by such parties in reliance upon the economic and legal bargains contained herein, the language used in this Agreement has been negotiated by the parties and their Representatives and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared, or caused the preparation of, this Agreement or the relative bargaining power of the parties.

Section 1.3 Disclosure Schedules. The schedules referred to herein and delivered pursuant to and attached to this Agreement (collectively, “Disclosure Schedules”) are integral parts of this Agreement. Nothing in a Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein, unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail, including by explicit cross-reference to another Disclosure Schedule to this Agreement. Without limiting the generality of the foregoing, the mere listing, or inclusion of a copy, of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein, unless the representation or warranty is being made as to the existence of the document or other item itself. Sellers are responsible for preparing and arranging the Disclosure Schedules corresponding to the lettered and numbered sections of Article IV.

ARTICLE 2

TERMS OF ACQUISITION

Section 2.1 Securities Purchase. Subject to the terms and conditions of this Agreement, on the Closing Date, (a) JP shall sell, convey and deliver to Buyer, free and clear of all Encumbrances, and Buyer shall purchase, acquire and accept from JP, all right, title and interest of JP, legal and equitable, beneficial and of record, in and to the JP Interests and (b) KT shall sell, convey and deliver to Buyer, free and clear of all Encumbrances, and Buyer shall purchase, acquire and accept from KT, all right, title and interest of KT, legal and equitable, beneficial and of record, in and to KT Interests.

Section 2.2

Purchase Price; Payment of Purchase Price.

(a) Purchase Price. As full consideration for all of the Securities, Buyer shall pay an amount equal to (i) \$600,000 in cash of which \$300,000 of the \$600,000 will be put directly into an escrow account to be released to the Sellers after one (1) year of employment by each Seller or termination without cause of each Seller or some combination of the two, *plus* (ii) 300,000 restricted shares of Buyer's common stock, par value \$0.00001 per share ("Buyer Common Stock"), *plus* (iii) up to an additional 400,000 restricted shares of Buyer Common Stock, in accordance with and subject to the achievement of the performance milestones and other terms set forth on Schedule 2.2(a) (subsections (i), (ii) and (iii) collectively, the "Purchase Price") which are hereby incorporated by reference as if set forth herein.

(b) Payments of Purchase Price. The Purchase Price will be paid by Buyer as follows:

(i) At the Closing,

(A) (1) \$300,000 in cash divided evenly between the Sellers, and (2) \$300,000 deposited directly into escrow and divided evenly between the Sellers after one (1) year of employment by each Seller in accordance with the provisions of the Escrow Agreement set forth as Exhibit 2.2 hereto.

(B) 150,000 shares of Buyer Common Stock shall be issued in the name of JP and 150,000 shares of Buyer Common Stock shall be issued in the name of KT (collectively, the "Closing Shares"). The Buyer Common Stock shall be delivered to the Sellers on the Closing Date pursuant to this Section 2.2(b)(i)(B). The Closing Shares shall be subject to a one-year lock-up regarding the sale, transfer, conveyance or hypothecation, in accordance with the provisions set forth in the Lock-up Agreement set forth as Exhibit 2.2 hereto.

(ii) Up to 400,000 restricted shares of Buyer Common Stock (the "Earnout Shares"), payable in accordance with and subject to the satisfaction of the terms set forth on Schedule 2.2(a) which are hereby incorporated by reference as if set forth herein. Any shares issued in accordance with this Section 2.2(b)(ii) shall be subject to a one-year lock-up regarding the sale, transfer, conveyance or hypothecation, in accordance with the provisions set forth in the Lock-up Agreement set forth as Exhibit 2.2 hereto

(c) Payment of Funds. All cash payments due to Sellers pursuant to this Section 2.2 shall be paid by wire transfer of immediately available funds to an account designated in writing by Sellers (the "Payment Account").

Section 2.3

Working Capital Adjustment.

(a) Estimated Adjustment.

(i) On or before the Closing Date, Sellers and the Company shall deliver to Buyer: (A) a certificate of the Company's Managing Members (the "Estimated Closing Certificate") setting forth Sellers' calculation of the Estimated Working Capital in reasonable detail and subject to approval by an officer of Buyer; and (B) balance sheets of the Company as of such Business Day (the "Estimated Closing Balance Sheets"), which shall have been prepared on an accrual basis in accordance with the normal accounting policies of the Company and shall fairly present, in all material respects, the financial positions of the Company as of such date. On or before the Closing Date, the Company shall distribute all cash in the Company bank accounts in excess of \$100,000 to the Sellers evenly.

(ii) Within two (2) Business Days following the Closing Date, the Company and the Buyer shall establish a separate banking account where an amount equal to Estimated Working Capital shall be deposited from the Company's available cash for the purpose of paying all the Company's operating expenses during the Working Capital Measurement Period (the "Working Capital Account"). No expenses of the Buyer shall be deducted from the Working Capital Account.

(iii) Following the Working Capital Measurement Period, in the event that Actual Working Capital is greater than the Estimated Working Capital (a "Working Capital Shortfall"), the accounts receivable assigned to the Sellers pursuant to Section 2.2(a) (iv) hereof shall be reduced in an amount equal to such shortfall divided evenly between each of the Sellers (the "Estimated Working Capital Adjustment Amount"). In the event that Actual Working Capital is less than the Estimated Working Capital, the Sellers shall be paid the balance of the Estimated Working Capital remaining in the Working Capital Account.

(iv) All accounts receivable of the Company as of the Closing (the "Accounts Receivable") shall be assigned to the Sellers as of the Closing and as such receivables are collected they shall be paid to the Sellers evenly. All accounts payable of the Company as of the Closing plus any Working Capital Shortfall shall be due and payable by the Sellers evenly from the Accounts Receivable upon collection thereof. Failure by the Sellers to pay any pre-closing accounts payable shall be deemed a breach of this Agreement.

(b) True-Up of Adjustment.

(i) Within five (5) days after the Working Capital Measurement Period, Buyer shall deliver to Sellers (A) a certificate of an officer of Buyer (the "Closing Certificate") setting forth Buyer's calculation of the Actual Working Capital in reasonable detail, and (B) balance sheets of the Company as of the Closing Date (the "Closing Balance Sheets"), which shall have been prepared in accordance with GAAP and shall fairly present, in all material respects, the consolidated financial position of the Company as of such date.

(ii) Sellers shall have fifteen (15) Business Days from the date on which the Closing Balance Sheets have been delivered to them to raise any objection(s) to the Closing Certificate or the Closing Balance Sheets, by delivery of written notice to Buyer setting forth such objection(s) in reasonable detail (the "Disputed Items"). In the event that Sellers shall not deliver any such objection(s) with respect to the Closing Certificate or the Closing Balance Sheets within such fifteen-day period, then the Closing Certificate shall be deemed final for purposes of this Section 2.3. In the event that any such objection(s) are so delivered, Buyer and Sellers shall attempt, in good faith, to resolve the Disputed Items and, if they are unable to resolve all of the Disputed Items within fifteen (15) Business Days of delivery of such notice, shall, within five (5) Business Days thereafter (or such earlier date as mutually agreed), designate a nationally recognized firm of independent public accountants, mutually agreeable to Buyer and Sellers (the "Accountant Arbitrator"). In the event that Buyer and Sellers are unable to agree on the Accountant Arbitrator within such five-Business Day period, the Accountant Arbitrator shall be designated jointly by the independent accountants of Buyer and Sellers (which may be the Company's present independent accountants) within five (5) Business Days thereafter. The Accountant Arbitrator shall resolve all remaining Disputed Items in accordance herewith within twenty (20) Business Days from the date of its designation. In connection with the foregoing, the Accountant Arbitrator shall be instructed to and must (A) limit its determination(s) only to the remaining Disputed Items, (B) make its determination(s) as to each remaining Disputed Item based upon the application of GAAP and as required by this Section 2.3 and (C) not assign a value to any remaining Disputed Item greater than the higher value for such Disputed Item claimed by either Buyer or Sellers or less than the lower value for such Disputed Item claimed by either Buyer or Sellers. All determinations by the Accountant Arbitrator shall be final and binding upon Buyer and Sellers for purposes of this Section 2.3, absent fraud or manifest error.

(iii) Sellers shall pay a portion of the fees and expenses of the Accountant Arbitrator equal to 100% multiplied by a fraction, the numerator of which is the dollar amount of Disputed Items submitted to the Accountant Arbitrator that are resolved in favor of Buyer (that being the difference between the Accountant Arbitrator's determination and Sellers' determination) and the denominator of which is the total dollar amount of Disputed Items submitted to the Accountant Arbitrator (that being the sum total by which Buyer's determination and Sellers' determination differ from the determination of the Accountant Arbitrator). Buyer shall pay that portion of the fees and expenses of the Accountant Arbitrator that Sellers are not required to pay hereunder.

(iv) At such time as the Closing Certificate shall become final in accordance with Section 2.3(b)(ii), the Estimated Working Capital shall be compared to the Final Working Capital. In the event that the Final Working Capital shall be a number greater than the Estimated Working Capital, Buyer shall pay Sellers an amount equal to such excess split evenly between the Sellers. In the event that the Final Working Capital is less than the Estimated Working Capital, Sellers shall pay Buyer an amount equal to such deficiency.

(v) Any payment to be made pursuant to this Section 2.3(b) shall be made, within five (5) Business Days from the date that the Closing Certificate is finally determined pursuant to Section 2.3(b), by wire transfer of immediately available funds (i) if due to Buyer, to an account of Buyer designated in writing and (ii) if due to Sellers, to the Payment Account.

(c) Adjustments for Tax Purposes. Any payments made pursuant to Section 2.3(b) shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

(d) Reservation of Rights. Except as otherwise provided in this Agreement, Buyer shall retain all rights and remedies with respect to any breach(es) of any representation(s) and warranty(ies) of the Company and Sellers contained in this Agreement, notwithstanding the existence of any adjustment to the Purchase Price effected in accordance with Section 2.3.

ARTICLE 3 CLOSING

Section 3.1 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of the Company, at 10:00 am, Eastern Time, on the second (2nd) Business Day after all of the conditions to Closing set forth in Article 9 are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Sellers and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date".

Section 3.2 Closing Deliverables.

(a) At the Closing, Sellers shall deliver to Buyer the following:

- (i) Certificates representing the Membership Interests, duly endorsed in the name of the Buyer;
- (ii) the Sellers Release, duly executed by both Sellers;
- (iii) the Officer's Certificate required by Section 9.1(f);
- (iv) the certificate of the Secretary of Sellers required by Section 9.1(g);
- (v) all Sellers/Company Consents required to be set forth on Schedule 4.5;
- (vi) all of the Ancillary Agreements, duly executed and delivered by Sellers parties thereto;
- (vii) the Original operating Agreement of the Company, as amended, together with any and all Organizational Documents, minutes, resolutions and evidence satisfactory to Buyer that Buyer has been admitted as a member of Topaz Interactive;
- (viii) the written resignations of all of the officers and directors of the Company and terminations of powers of attorney requested by Buyer pursuant to Section 7.8;
- (ix) duly executed revocations, effective upon the Closing, of corporate account authorizations identified by Buyer prior to the Closing;

(x) evidence that all Encumbrances in respect of the properties and assets of the Company (other than Permitted Encumbrances) have been discharged at or prior to Closing;

(xi) if requested by Buyer and if applicable, an IRS Form 8023, duly executed by one or both Sellers, as applicable, and in a form reasonably satisfactory to Buyer, along with any duly executed corresponding forms required under state, local or foreign Tax Law requested by Buyer and in a form reasonably satisfactory to Buyer, as provided in Section 8.3(a); and

(xii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;

(b) At the Closing, Buyer shall deliver to Sellers the following:

(i) the Closing Cash;

(ii) the Officer's Certificate required by Section 9.2(d)0; and

(iii) the certificates of the Secretary or Assistant Secretary of Buyer required by Section 9.2(e).

(iv) the Closing Shares

(v) Fully executed employment agreements for each of the Sellers (the "Employment Agreements") in a mutually agreed upon forms attached hereto as Exhibit 3.2(b)(v)(A) and 3.2(b)(v)(B).

(vi) An executed Escrow Agreement for the \$300,000 of deferred purchase price with a mutually agreed upon Escrow Agent in the form attached hereto as Exhibit 3.2(b)(vi).

ARTICLE 4 REPRESENTATIONS AND WARRANTIES RELATING TO TOPAZ INTERACTIVE

The Company and Sellers hereby, severally, represent and warrant to Buyer, as of the date hereof and as of the Closing Date, as follows:

Section 4.1 Organization and Power.

(a) Topaz Interactive is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Oregon, and has all requisite limited liability company power and authority to own, lease and operate its assets and properties and to carry on the Business as presently conducted and as presently contemplated to be conducted.

(b) Schedule 4.1(b) sets forth a true and complete list of all states and other jurisdictions in which either Company is duly qualified and in good standing to transact business as a foreign limited liability company. Except for those set forth on Schedule 4.1(b), there are no other states or jurisdictions in which the character and location of the properties owned or leased by the Company and the conduct of its business make any such qualification necessary. Certificates of good standing of the Company issued as of a recent date by the appropriate Governmental Authority in the Company's jurisdiction of incorporation or organization and all jurisdictions listed on Schedule 4.1(b) have been delivered to Buyer.

(c) The Company has delivered to Buyer true and complete copies of its Organizational Documents, as amended to date and the Company is not in violation of any provision of their Organizational Documents.

(d) The Company has delivered to Buyer true and complete copies of its minute books and such minute books each contain true and complete records of all meetings and other limited liability company actions taken by the members, managers and the board of directors of the Company, as applicable.

Section 4.2 Capitalization; Options and Stockholder Rights.

(a) (i) The authorized membership interests of Topaz Interactive consists of an unlimited amount of Membership Interests. All issued and outstanding Membership Interests are owned, of record and beneficially, by JP and KT. All Membership Interests have been duly authorized and validly issued and are fully paid and non-assessable. All prior offerings and issuances of Topaz Interactive membership interests have been made in accordance with Topaz Interactive's Organizational Documents and Applicable Law.

(b) There are no agreements, arrangements, options, puts, calls, rights or commitments of any character relating to the issuance, sale, purchase, repurchase, redemption, conversion, exchange, registration, voting or transfer of any shares membership interests of the Company. None of the membership interests of the Company has been issued in violation of, or is subject to, any preemptive, first refusal or subscription rights.

Section 4.3 No Subsidiaries. The Company does not own, directly or indirectly, any shares of capital stock of, or other equity interests in, any Person. The Company has no any obligation, contingent or otherwise, to purchase or otherwise acquire any capital stock or other equity interests of any other Person or make any investment in (in the form of a loan, capital contribution or otherwise) or provide any guarantee with respect to the obligations of, any Person.

Section 4.4 Authority; Validity.

(a) The execution and delivery by the Company of this Agreement and each of the Ancillary Agreements to which the Company shall become a party, the performance by the Company of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action on the part of the Company, and the Company has all necessary limited liability company power with respect thereto.

(b) This Agreement and each of the Ancillary Agreements to which the Company shall become a party has been (or will be) duly executed and delivered by the Company and is (or will be) the valid and binding obligations of the Company, enforceable against it in accordance with their respective terms, except to the extent that enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, moratorium or similar Laws relating to the enforcement of creditors' rights generally.

Section 4.5 Governmental Authorizations; Third-Party Consents. Except as set forth on Schedule 4.5, no approval, consent, waiver, exemption, Governmental Order, authorization or other action by, or notice to or filing with, any Governmental Authority or any Person, and no lapse of a waiting period, is required to be obtained by the Company or Sellers in connection with (or in order to permit) the execution, delivery or performance by any of them of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby (collectively, "Sellers/Company Consents").

Section 4.6 No Conflicts. Assuming all of the Sellers/Company Consents are obtained, neither the execution and delivery by the Company of this Agreement and the Ancillary Agreements to which it shall become a party, nor the consummation of the transactions contemplated hereby or thereby, nor the performance by the Company of its obligations hereunder or thereunder, shall (or, with the giving of notice or the lapse of time or both, would): (a) conflict with or violate any provision of the Company's Organizational Documents; (b) violate or conflict with or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default), or give rise to a right of termination, cancellation or acceleration of remedies or rights or modification of any obligation or otherwise result in a loss of benefits to the Company, under the provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which either of the Company is a party or by which any of them or any of their respective properties or assets is otherwise bound; (c) violate any Law applicable to the Company or any of their respective properties or assets; (d) result in the creation or imposition of any Encumbrance upon any of the properties or assets of the Company; (e) to the Knowledge of the Company and Sellers, interfere with or otherwise adversely affect the ability of Buyer to carry on the Business; or (f) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give rise to (or constitute an event which, with notice or lapse of time or both, would give rise to) any right to revoke, suspend, terminate or modify any Permit.

Section 4.7 Financial Statements; Undisclosed Liabilities; Indebtedness.

(a) Attached as Schedule 4.7(a) are true and complete copies of the Company's (i) balance sheet as of December 31, 2014 (the "Financial Statements"). The Financial Statements are fairly present in all material respects the financial position of the Company as of the dates indicated. The balance sheets of the Company as of December 31, 2014 are referred to herein as the "Balance Sheets" and the date thereof as the "Balance Sheets Date."

(b) All accounts, books and ledgers related to the businesses of the Company have been maintained in a consistent manner during the periods represented by the Financial Statements and all subsequent periods, are accurate and complete in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

(c) The Company carries no Liabilities, including guarantees and indemnities by the Company of Liabilities of any other Person, except (i) Liabilities as and to the extent reflected on the Interim Balance Sheets; (ii) Liabilities incurred by them in the Ordinary Course of Business and consistent with past practice since the date of the Interim Balance Sheets (none of which is a material Liability for breach of contract, breach of warranty, tort, infringement, claim, lawsuit or other proceeding) and all of which are adequately reflected on the books and records of the Company; (iii) obligations not in default under Contracts entered into by it in the Ordinary Course of Business; and (iv) Liabilities set forth on Schedule 4.7(c).

(d) The Company does not have any Indebtedness.

(e) The Company has not received any grants, subsidies or other financial assistance from any Governmental Authority.

Section 4.8 Absence of Certain Changes. Since formation, the Company has conducted the Business in the Ordinary Course of Business and has maintained and preserved its organization, goodwill and properties and, except as and to the extent set forth on Schedule 4.8, the Company has not:

(a) experienced a Material Adverse Effect;

(b) issued, granted, redeemed or repurchased any shares of its capital stock or any options, warrants or other rights to acquire any of its capital stock or membership interests, or declared, paid or set aside for payment any dividend or other distribution in respect of any of its capital stock or membership interests;

(c) made any material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(d) made any material change in cash management practices and policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts receivable, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(e) entered into any Contract that would constitute a Material Contract or amended any Material Contract;

(f) incurred, assumed or guaranteed any Indebtedness;

(g) transferred, assigned, sold or other disposed of any material assets shown or reflected in the Balance Sheets, except for the sale of inventory in the Ordinary Course of Business;

- (h) cancelled or settled any debts or claims exceeding \$5,000 or amended, terminated or waived any rights with a value in excess of \$5,000;
- (i) transferred, assigned or granted any license or sublicense of any material rights under or with respect to any Intellectual Property or disclosed to any Person any trade secret, formula, process or know-how or any other Confidential Information relating to the Company other than pursuant to a valid and enforceable confidentiality agreement;
- (j) suffered material damage, destruction or loss, or any material interruption in use, of any of its material assets, whether or not covered by insurance;
- (k) breached or been alleged to have breached or suffered an acceleration, termination, material modification or cancellation of any Material Contract (or Contract that would have constituted a Material Contract if in effect on the date hereof) or Permit;
- (l) made any capital expenditure in excess of \$5,000;
- (m) caused, permitted or allowed any of its properties or assets (real, personal or mixed, tangible or intangible) to be subjected to any Encumbrance other than Permitted Encumbrances;
- (n) granted any bonuses, whether monetary or otherwise, or any general wage or salary increases to any employees, other than as provided for in any written agreements or in the Ordinary Course of Business, or changed in the terms of employment for any employee;
- (o) entered into or terminated any employment agreement or collective bargaining agreement, written or oral, covering any employee or modified the terms of any such existing agreement;
- (p) loaned to, or entered into any other transaction with, any employee or any Affiliated Person;
- (q) adopted any plan of merger, consolidation, reorganization, liquidation or dissolution or filed a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;
- (r) purchased, leased or otherwise acquired the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$5,000 individually (in the case of a lease, per annum), except for purchases of inventory or supplies in the Ordinary Course of Business;
- (s) adopted, amended, modified or terminated any bonus, profit sharing, incentive, severance, or other plan, Contract or commitment for the benefit of any employee (or any such action taken with respect to any other Benefit Plan);
- (t) made or suffered any material changes in any policies of insurances covering their business, assets, properties or operations; or

(u) made any Contract to do any of the foregoing, or took or failed to take any action that would result in any of the foregoing.

Section 4.9 Material Contracts.

(a) Schedule 4.9(a) sets forth a true list of each of the following Contracts to which the Company is a party or by which it is otherwise bound ("Material Contracts"):

- (i) all Contracts that are loan agreements, credit agreements, promissory notes, guaranties, letters of credit or other similar agreements;
- (ii) all Contracts that are mortgages, pledges, security agreements or other similar agreements;
- (iii) all Contracts concerning the occupancy, management or operation of any Real Property;
- (iv) all Contracts that are consulting, outsourcing or other services agreements;
- (v) all Contracts that are broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising agreements (whether or not exclusive);
- (vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);
- (vii) all Contracts providing for a joint venture, partnership arrangement, or other arrangement involving a sharing of profits, losses, costs or liabilities by the Company with a third party, including a joint venture, partnership arrangement or other agreement that will be terminated prior to the Closing or that has been terminated within twelve (12) months prior to the date of this Agreement;
- (viii) all Contracts for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any assets of the Company;
- (ix) all Contracts that (A) limit or purport to limit the ability of the Company or, to the Knowledge of the Company and Sellers, any key executive of the Company, to compete in any line of business or with any Person or in any geographic area or during any period of time (except with respect to the use of information pursuant to any confidentiality or non-disclosure agreement), (B) require the Company to use any supplier or third party for all or substantially all of the Company's requirements or needs for any product or service in connection with the Business, (C) limit or purport to limit the ability of the Company to solicit customers or clients of the other parties thereto, (D) require the Company to provide to the other parties thereto "most favored nations" pricing or any type of exclusive dealing or other similar arrangement, (E) require the Company to market or co-market any products or services of a third party, or (F) contain any "take-or-pay" provisions or similar arrangements requiring the Company to make a minimum payment for goods or services from third party suppliers irrespective of usage;

(x) all Contracts that provide for the indemnification of any Person or the assumption or guarantee of any Tax, environmental or other Liability of any Person;

(xi) all Contracts that are licenses, sublicenses and other agreements whereby the Company is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any Intellectual Property that is used in or necessary for the Company's current or planned business or operations;

(xii) all Contracts that are licenses, sublicenses and other agreements pursuant to which the Company grants rights or authority to any Person with respect to any Intellectual Property;

(xiii) all Contracts that are employment, severance, change of control, retention and similar agreements and Contracts with independent contractors or consultants (or similar arrangements);

(xiv) all collective bargaining agreements or Contracts with any labor organization, union or association;

(xv) all engagement agreements with attorneys, accountants, investment bankers or other professional advisers;

(xvi) all Contracts with any Governmental Authority;

(xvii) all powers of attorney;

(xviii) all Contracts between the Company and any Affiliated Person pursuant to which any Affiliated Person provides or receives a benefit;

(xix) to the extent not disclosed pursuant to any of the clauses above, all Contracts involving aggregate consideration in excess of \$5,000;

(xx) all other Contracts that are material to the Company or the operation of the Business and not previously disclosed pursuant to this Section 4.9; and

(xxi) all Contracts that are a commitment or agreement to enter into any of the foregoing.

(b) Each Material Contract is valid and binding on the Company, as applicable, in accordance with its terms and is in full force and effect. Neither the Company, nor, to the Company and Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been delivered to Buyer. There are no material disputes pending or threatened under any Material Contract, and the Material Contracts are in all respects consistent with Applicable Law and, to the Knowledge of the Company and Sellers, are not the subject of any investigation, inquiry, proceeding or audit by a Governmental Authority.

Section 4.10 Title to Purchased Assets. The Company has a good and valid title to, or a valid leasehold interest in, all of the assets reflected on the Interim Balance Sheets. Other than set forth on Schedule 4.10, all such assets (including leasehold interests) are free and clear of Encumbrances other than Permitted Encumbrances.

Section 4.11 Condition and Sufficiency of Assets: Equipment.

(a) The furniture, fixtures, equipment, vehicles and other items of tangible personal property owned by the Company are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such furniture, fixtures, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The assets owned or leased by the Company are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

(b) Schedule 4.11(b) sets forth a true and complete list of each item of equipment owned or leased by the Company having an original purchase price or aggregate lease payments in excess of \$2,500.

Section 4.12 Real Property.

(a) The Company does not own any real property.

(b) Schedule 4.12(b) sets forth each parcel of real property leased by the Company (together with all rights, title and interest of Sellers in and to leasehold improvements relating thereto, including security deposits, reserves or prepaid rents paid in connection therewith, collectively, the “Real Property”), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which the Company holds or uses any Real Property (collectively, the “Leases”). Sellers have delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and the Company enjoys peaceful and undisturbed possession of the Real Property;

(ii) The Company is not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and the Company, as applicable, has paid all rent due and payable under such Lease;

(iii) The Company has not received or given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Company under any of the Leases and, to the Knowledge of the Company and Sellers, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) The Company has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof; and

(v) The Company has not pledged, mortgaged or otherwise granted a Encumbrance on its leasehold interest in any Real Property.

(c) The Company has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to use or operate the Real Property as currently used or operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

(d) The use and operation of the Real Property in the conduct of the Business do not violate in any material respect any Applicable Law, covenant, condition, restriction, easement, license, permit or agreement. The Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

Section 4.13 Intellectual Property.

(a) The Company does not have any Intellectual Property Registrations.

(b) The conduct of the Business by the Company has not and, if conducted as currently conducted and as presently contemplated by the Company, will not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or any other rights of any Person. Neither the Company nor Sellers have received any notice or is otherwise aware that the conduct of the Business infringes or conflicts with, any license, patent, copyright, trademark, service mark or other intellectual property right of any other Person.

(c) Schedule 4.13(c) sets forth a true and complete list of all domain names owned or used by the Company. No stockholder, officer, director or employee of Sellers or any of its Affiliates (other than the Company) has any ownership or other interest in the domain names. None of the domain names infringes or conflicts with any trademarks, trademark rights, trade names, trade name rights, service marks or other rights of any Person. No right to or interest in any domain name required to be listed on Schedule 4.13(c) has been obtained in violation of any Law, including the Anticybersquatting Consumer Protection Act.

Section 4.14

Accounts Receivable; Inventory.

(a) Schedule 4.14(a) sets forth a true and complete list of the Company's accounts receivable by customer as of December 31, 2014 as well as the individual aging with respect thereto. All of the accounts receivable of the Company reflected on Schedule 4.14(a) are valid obligations that arose from bona fide transactions and are good and collectible in the Ordinary Course of Business at the recorded amounts thereof, less the amount of the reserves for bad accounts reflected thereon (which reserves have been established in accordance with GAAP on a basis consistent with past practice), and are not subject to any counterclaims or offsets. A true and complete list of the Company's accounts receivable as of the last Business Day immediately preceding the Closing Date, and individual aging with respect thereto, will be added to Schedule 4.14(a) at the Closing. The accounts receivable of the Company required to be added after the date to Schedule 4.14(a) will, as of the date when required to be added, be valid obligations that arose from bona fide transactions and will be good and collectible in the Ordinary Course of Business at the amounts recorded on the books of account of the Company, less the amount of the reserves for bad accounts reflected thereon (which reserves shall have been established in accordance with GAAP on a basis consistent with prior practice), and will not be subject to any counterclaims or offsets.

(b) All Inventory, whether or not reflected in the Interim Balance Sheets, consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for the obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established on the Interim Balance Sheets. All Inventory is owned by the Company free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of the Company.

Section 4.15

Customers and Suppliers.

(a) Schedule 4.15 sets forth a true and correct list of the name and gross sales for the three-month period ended December 31, 2014 of the Company's ten (10) largest customers (by gross sales) and suppliers of goods or services (by gross purchases) during such period. Neither the Company nor Sellers have received any notice, written or oral, or otherwise has any knowledge or information, that any customer or supplier required to be set forth on Schedule 4.15 intends or expects to terminate, cancel, limit or adversely modify its business relationship with the Company or significantly reduce its level of purchases from, or sales to, the Company in the 12-month period following the Closing Date.

(b) The Company does not have any sole-source supplier of significant goods or services (other than utilities) with respect to which practical alternative sources are not reasonably available on equivalent terms and conditions;

Section 4.16

Warranties and Performance Guarantees.

(a) Schedule 4.16(a) sets forth a specimen copy of the form of written warranty or performance guarantee covering products sold or services rendered by the Company.

(b) Schedule 4.16(b) lists all warranty or performance guarantee claims against the Company for the past twelve months and the resolution of each.

(c) To the Knowledge of the Company and Sellers, there are no current, alleged, or expected warranty or performance guarantee obligations that are likely or alleged to be materially in excess of the warranty reserves on the Balance Sheets.

Section 4.17 Insurance. Schedule 4.17 sets forth a true and complete list of all policies of insurance under which the Company or any of their officers or directors (in such capacity) is an insured party, beneficiary or loss payable payee. True and complete copies of all such policies have been previously provided to Buyer. Such policies are in full force and effect. The Company is not in default with respect to any provision contained in any such policy, and the Company has not received or given a notice of cancellation, non-renewal, premium increase or alteration of coverage with respect to any such policy. All premiums due on such insurance policies have either been paid, or if not yet due, accrued. No claims have been made by the Company under any such policy, and no event has occurred and no state of facts exists in respect of which the Company is entitled to make a claim under any such policy.

Section 4.18 Bank Accounts; Credit Cards; Corporate Accounts; and Powers of Attorney. Schedule 4.18 sets forth a true and complete list showing the names of all: (a) banks in which either of the Company has an account or safe deposit box and the names of all Persons authorized to draw thereon and who have access thereto; (b) credit card issuers with whom the Company has an account and the names of all Persons authorized to use such accounts or who have access thereto; (c) cellular telephone, phone card or other corporate accounts with whom the Company has an account and the names of all Persons authorized to use such accounts or who have access thereto; and (d) Persons holding powers of attorney from the Company. There are no automatic, periodic or scheduled withdrawals or debits with respect to any of the bank or corporate accounts required to be set forth on Schedule 4.18.

Section 4.19 Litigation; Governmental Orders.

(a) Except as set forth on Schedule 4.19, there are no Actions pending or, to the Knowledge of the Company and Sellers, threatened against the Company, any of their respective properties, assets or businesses or the transactions contemplated hereby. No Person has, in the past three (3) years, notified the Company of a material claim against the Company alleging any injury, loss or damage to economic or personal interests incurred as a result of or relating to (a) the use of any products sold by or on behalf of the Company, (b) services rendered by the Company or (c) acts by or omissions of the Company. To the Knowledge of the Company and Sellers, no event has occurred and no circumstance exists that may give rise to or serve as a reasonable basis for any claim, suit, action or other proceeding to be brought or threatened against the Company.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Company.

Section 4.20 Compliance with Laws. The Company (a) is and has been in compliance, in all material respects, with all Laws and (b) have not received any notice of any violation of any Law applicable to them, to the conduct of their businesses or operations or to the use of their properties or assets. To the Knowledge of the Company and Sellers, there is no pending or proposed legislation applicable to the Company or the conduct of their respective businesses or operations that, if enacted, could reasonably be expected to have a Material Adverse Effect. To the Knowledge of Sellers, no event has occurred and no circumstance exists that could reasonably be expected to constitute or result in (with or without notice or lapse of time or both) a violation of or failure to comply with (i) any Law by the Company or (ii) a Governmental Order with respect to which the Company or any of their respective assets or properties is subject.

Section 4.21 Permits. All Permits required for the Company to conduct the Business as currently conducted have been obtained by the Company and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Schedule 4.21 lists all current Permits issued to the Company which are related to the conduct of the Business as currently conducted, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, violation or limitation of any Permit set forth on Schedule 4.21.

Section 4.22 Intentionally Omitted.

Section 4.23 Employees.

(a) Schedule 4.23 sets forth a true and correct summary of the following information for each current employee of the Company, including each employee on leave of absence, disability or layoff status: name; job title; employment status; current base pay and current bonus target and actual amount of last bonus paid and any change(s) in compensation since December 31, 2014; vacation time accrued; and service years credited for purposes of vesting or eligibility to participate in any Benefit Plan.

(b) The Company does not have any union, collective bargaining, employment, management, severance or consulting agreement or arrangement to which the Company is a party or by which it is otherwise bound.

(c) To the Knowledge of the Company and Sellers, no union or other labor organization is seeking to organize, or to be recognized as, a collective bargaining unit of any group of employees that includes any employees of the Company. There is no pending or, to the Knowledge of the Company and Sellers, threatened representation proceeding or petition, strike, work stoppage, work slowdown, unfair labor practice charge or complaint or other material labor dispute affecting any employee of the Company.

(d) To the Knowledge of the Company and Sellers, no officer or employee of the Company is a party to or is otherwise bound by any agreement or arrangement, including any confidentiality, non-competition or proprietary rights agreement, with any Person (other than the Company) that in any way limits or adversely affects or will limit or affect (i) the performance of his duties as an employee, officer or director of the Company after the Closing or (ii) the ability of the Company to conduct of the Business as presently conducted or any other businesses presently contemplated by the Company to be conducted.

(e) There have not been any employment related claims under Applicable Law, including without limitation, wage and hour claims relating to the Business or the Company in the past six (6) years, nor, to the Knowledge of the Company and Sellers, are there any employment related claims under Applicable Law, including without limitation, wage and hour claims currently threatened against the Company or relating to the Business. There are no facts which would give rise to material Liabilities for violations of any Applicable Law, including without limitation, any wage and hour Law with respect to the Business.

(f) The Company has complied with all employment related Laws in each jurisdiction in which it employs any employees. All former employees of the Company whose employment ended within the last six (6) years were accurately, timely and properly paid all compensation and other benefits earned by those employees through the last day of employment. There is no, and there has not been any in the past six (6) years, any action, claim or proceeding pending, or to the Knowledge of the Company and Sellers, threatened, involving any employee and his or her relationship with the Company. To the Knowledge of the Company, no facts exist which are likely to result in any action, claim or proceeding before any tribunal, investigation by any Governmental Authority, or Liabilities arising out of any employee's relationship or ending of relationship with the Company.

(g) All individuals who performed, are performing or have performed consulting or other services for the Company have been correctly classified as either "independent contractors" or "employees" of the Company, as the case may be, based on the jurisdiction in which such individuals are performing or have performed such services. There are no pending or, to the Knowledge of the Company and Sellers, threatened actions, claims or proceedings against the Company or in connection with the Business by or on behalf of or related to any individuals currently or formerly classified by the Company, as the case may be, as "independent contractors" or consultants. There are no facts which would give rise to material Liabilities for violations of any Applicable Law concerning the classification of individuals performing services for the Company.

(h) The Company is, and has at all times been, in compliance with all applicable immigration Laws in each jurisdiction in which it employs any employees, including without limitation compliance with the requirements under Applicable Law for those individuals to be granted the relevant work permit or employment visa or any other necessary approval before he is or was employed by the Company in such jurisdiction.

(i) The Company has, or will have no later than the Closing Date, paid all accrued salaries, bonuses, commissions, wages and vacation pay and any other benefits and is not liable for any fines or penalties for failure to pay any of the foregoing or other sums due to employees of the Company.

(j) The Company is, and has at all times been, in compliance with all Applicable Law which prohibits discrimination and harassment against employees of the Company. 3

(k) Each employee of the Company has executed a nondisclosure and assignment-of-rights agreement for the benefit of the Company, as applicable, vesting all rights in work product created in the Company.

(l) To the Knowledge of the Company, no employee of the Company intends to resign following the Closing or the transactions contemplated by this Agreement.

(m) To the Knowledge of the Company, The Company has not entered into any arrangement with any entity such that a joint employer relationship exists. There are no pending or, to the Knowledge of the Company and Sellers, threatened actions, claims or proceedings against the Company or in connection with the Business by or on behalf of or related to any individuals currently or formerly classified by as employees under a "joint employer" theory. There are no facts which would give rise to material Liabilities for violations of any Applicable Law concerning a joint employer relationship between the Company and any third parties.

(n) The Company has in relation to each of its employees (and so far as relevant to each of its former employees) complied with all obligations imposed on it by all Applicable Law and relevant statutes, regulations and codes of conduct and practice affecting its employment of any Persons and all relevant orders and awards made thereunder and has maintained current, adequate and suitable records regarding the service, terms and conditions of employment of each of its employees.

Section 4.24 Employee Arrangements; ERISA.

(a) Schedule 4.24(a) sets forth a true and complete list of all Benefit Plans. The Company have provided to Buyer the correct and complete copies of the following (where applicable) with respect to each Benefit Plan: (i) all plan documents (or, in the case of any unwritten Benefit Plan, a written summary of the terms of such Benefit Plan); summary plan descriptions, summaries of material modifications, amendments, and resolutions related to such plans; (ii) the most recent determination (or opinion) letters received from the IRS; (iii) the three (3) most recent Form 5500 Annual Reports and summary annual reports; (iv) the most recent audited financial statement and actuarial valuation; and (v) all related administrator, service and vendor agreements, insurance contracts and other agreements which implement each such Benefit Plan.

(b) (i) There has been no "prohibited transaction," as such term is defined in Section 406 of ERISA and Code Section 4975 with respect to any Benefit Plan, (ii) there are no claims pending (other than routine claims for benefits) or threatened against any Benefit Plan or against the assets of any Benefit Plan, nor are there any current or threatened Encumbrances on the assets of any Benefit Plan, (iii) all Benefit Plans conform to, and in their operation and administration are in all respects in compliance with, the terms thereof and requirements prescribed by any and all Laws (including ERISA and the Code), orders, or governmental rules and regulations currently in effect with respect thereto (including without limitation all applicable requirements for notification, reporting and disclosure to participants or the Department of Labor, IRS or Secretary of the Treasury), (iv) the Company and ERISA Affiliates have performed all obligations required to be performed by them under, are not in default under or violation of, and, to the Knowledge of the Company and Sellers, there is no default or violation by any other party with respect to, any of the Benefit Plans, (v) each Benefit Plan intended to qualify under Code Section 401(a) and each corresponding trust exempt under Code Section 501 has received or is the subject of a favorable determination or opinion letter from the IRS, and nothing has occurred which may be expected to cause the loss of such qualification or exemption, (vi) all contributions due and payable on or before the Closing Date in respect of any Benefit Plan pursuant to Code Section 412 or otherwise, the terms of the Benefit Plan or any collective bargaining agreement, have been made in full and proper form on or before their due dates, and a reasonable amount has been accrued and provided for in accordance with GAAP in the Company's Financial Statements for all other contributions or amounts in respect of each Benefit Plan for the periods ending on the Closing Date, and (vii) each Benefit Plan, if any, which is maintained outside of the United States has been operated in all material respects in conformance with the Applicable Law, statutes or governmental regulations and rulings relating to such plans in the jurisdictions in which such Benefit Plan is present or operates and, to the extent relevant, the United States.

(c) No Benefit Plan is an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) subject to Title IV of ERISA, and neither the Company nor any ERISA Affiliate has ever partially or fully withdrawn from any such plan. No Benefit Plan is a Multiemployer Plan (as such term is defined in Section 3(37) of ERISA) or “single-employer plan under multiple controlled groups” (as described in Section 4063 of ERISA), and neither the Company nor any ERISA Affiliate has ever contributed to or had an obligation to contribute, or incurred any liability in respect of a contribution, to any Multiemployer Plan. Neither the Company nor any ERISA Affiliate has ever made a complete or partial withdrawal from a Multiemployer Plan resulting in “withdrawal liability” (as such term is defined in Section 4201 of ERISA), without regard to any subsequent waiver or reduction under Section 4207 or 4208 of ERISA.

(d) Each Benefit Plan that is a “group health plan” (within the meaning of Code Section 5000(b)(1)) has been operated in compliance with all Laws applicable to such plan, its terms, and with the group health plan continuation coverage requirements of Code Section 4980B and Sections 601 through 608 of ERISA (“COBRA Coverage”), Code Section 4980D and Sections 701 through 707 of ERISA, Title XXII of the Public Health Service Act and the provisions of the Social Security Act, to the extent such requirements are applicable. No Benefit Plan or written or oral agreement exists which obligates the Company or any ERISA Affiliate to provide health care coverage, medical, surgical, hospitalization, death or similar benefits (whether or not insured) to any current or former employee, director, consultant or agent of the Company or any ERISA Affiliate following such employee’s, director’s, consultant’s or agent’s termination of employment or service with the Company or any ERISA Affiliate, including, but not limited to, retiree medical, health or life benefits, other than COBRA Coverage.

(e) Except as set forth on Schedule 4.24(e), no Benefit Plan is self-funded, self-insured or funded through the general assets of the Company or an ERISA Affiliate. No Benefit Plan which is an employee welfare benefit plan under Section 3(1) of ERISA is funded by a trust or is subject to Code Section 419 or 419A.

(f) No current or former employee, officer, director, consultant, agent or investor of the Company holds, as of the date hereof, any option, warrant or other right to purchase shares of capital stock or membership interests of the Company.

(g) The consummation of the transactions contemplated by this Agreement will not, except as set forth on Schedule 4.24(g), (i) entitle any individual to severance or separation pay, or (ii) directly or indirectly result in an increase to benefits or compensation, acceleration of vesting or acceleration of timing for payment of any benefit or compensation. No payment made or contemplated under any Benefit Plan or other benefit arrangement constitutes an “excess parachute payment” within the meaning of Code Section 280G.

(h) With respect to each Benefit Plan, (i) there are no restrictions on the ability of the sponsor of each Benefit Plan to amend, terminate or assign any Benefit Plan, or any related service, vendor or administrative agreement, insurance policy or contract, or other agreement which implements or otherwise relates to any such Benefit Plan, at any time without penalty or cost, the Company has expressly reserved in itself the right to amend, modify, terminate or assign any such Benefit Plan, or any portion of it, and has made no representations (whether orally or in writing) which would conflict with or contradict such reservation or right; and (ii) the Company has satisfied any and all bond coverage requirements of ERISA. Each Benefit Plan may be transferred by the Company or an ERISA Affiliate to Buyer

(i) Each Benefit Plan that is a “nonqualified deferred compensation plan” (as defined under Code Section 409A(d)(1)) is identified as such on Schedule 4.24(i), and each such Benefit Plan is currently designed in compliance with Code Section 409A, and has been operated and administered in good faith compliance with Code Section 409A from the period beginning January 1, 2005 through the date hereof.

(j) No Benefit Plan presents any risk of liability to the Company, its assets or stock, including without limitation, a risk of Encumbrance against the Company, its assets or stock whether before or on or after the Closing.

(k) Neither the Company nor any of its ERISA Affiliates, (i) is a party to any written or oral agreement with any current or former employee, director, consultant or agent, the benefits of which are contingent upon, or the terms of which will be materially altered by, the consummation of transactions contemplated by this Agreement, or (ii) has announced or otherwise made a commitment to implement any arrangement in the future that, if implemented, would be a Benefit Plan.

Section 4.25 Tax Matters. Except as set forth on Schedule 4.25:

(a) The Company has filed (on a timely basis) with the appropriate governmental agencies all Tax Returns required to be filed by any of them and have timely paid in full any Taxes due, and all such Tax Returns were true and complete in all respects;

(b) The Company is not the beneficiary of any extension of time within which to file any Tax Return;

(c) The Company has provided Buyer with true and complete copies of all Tax Returns filed by it within the past six (6) years;

(d) there is no material claim for Taxes that is an Encumbrance against the properties or assets of the Company other than any statutory Encumbrances for Taxes not yet due and payable;

(e) The Company has not waived any statute of limitations in respect of Taxes that involve or affect it or executed or filed with any Governmental Authority any agreement extending the period for the assessment or collection of any Taxes that involve or could affect it, and none are a party to any pending or, to the Knowledge of the Company and Sellers, threatened suit, action or proceeding by any Governmental Authority for the assessment or collection of Taxes;

(f) no claim has been made by a Governmental Authority in any jurisdiction where the Company do not file Tax Returns that the Company is or may be subject to taxation by such jurisdiction; no Tax Return of the Company has been subject to examination or audit; no audits or administrative or judicial proceedings are pending or being conducted with respect to Taxes that involves or affects the Company; The Company has not received from any Governmental Authority (including jurisdictions where the Company have not filed Tax Returns) any written (i) notice indicating an intent to open an audit or other review that involves or affects such Company, (ii) request for information related to Tax matters that involves or affects such Company, or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any Governmental Authority against such Company or that involves or affects such Company in any respect;

(g) the Company have properly and timely withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, or other Person; The Company is in compliance in all respects with all applicable information reporting and Tax withholding requirements under applicable Tax Laws;

(h) the unpaid Taxes of the Company (i) did not, as of the date of the Interim Balance Sheets, exceed the reserve for Tax liabilities (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Interim Balance Sheets and (ii) will not exceed that reserve, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company in filing their Tax Returns;

(i) there exists no proposed tax assessment against the Company except as disclosed on the Interim Balance Sheets;

(j) the Company has not filed any disclosures under Code Sections 6662 or 6011 or comparable provisions of state, local or foreign law to prevent the imposition of penalties with respect to any Tax reporting position taken on any Tax Return; the Company has not entered into any "listed transactions" as defined in Treasury Regulation Section 1.6011-4(b)(2), and the Company has properly disclosed all reportable transactions as required by Treasury Regulation Section 1.6011-4, including filing Forms 8886 with Tax Returns and with the Office of Tax Shelter Analysis;

(k) the Company has not made any payments, is not obligated to make any payments or is a party to any plan, program or agreement that could obligate any of them to make any payments, separately or in the aggregate, that will not be fully deductible: (i) under Code Section 280G or any corresponding provision of state, local or foreign Tax Law or (ii) under Code Section 162(m) or any corresponding provision of state, local or foreign Tax Law;

(l) the Company has not been, or will be on the Closing Date, a United States real property holding corporation (within the meaning of Code Section 897(c)(2)) at any time during the applicable period specified in Code Section 897(c)(1)(A)(ii); the Company is not a party to or otherwise bound by any Tax indemnification, allocation or sharing agreement; the Company: (i) has not been a member of an affiliated group filing a consolidated federal income Tax Return or (ii) has no liability for the Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Tax Law), as a transferee or successor, by contract or otherwise;

(m) the Company will not be required to include any item of income in, or exclude any item of deduction from, their respective taxable incomes for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement," as described in Code Section 7121 (or any corresponding provision of state, local or foreign Tax Law), (iii) intercompany transactions or any excess loss account described in the Treasury Regulations under Code Section 1502 (or any corresponding provision of state, local or foreign Tax Law), (iv) installment sale or open transaction disposition made on or prior to the Closing Date or (v) prepaid amount received on or prior to the Closing Date;

(n) No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to Taxes have been entered into or issued by any Governmental Authority with or in respect of the Company;

(o) the Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code Section 355 or Code Section 361;

(p) the Company does not own an interest in real property in any jurisdiction in which a Tax is imposed, or the value of the interest is reassessed, on the transfer of any interest in real property and which treats the transfer of an interest in an entity that owns an interest in real property as a transfer of the interest in real property;

(q) the company is disregarded from its joint owners, JP and KT, for U.S. federal, state and local income tax purposes and no election has ever been made under Treasury Regulation Section 301.7701-3 to treat Topaz Interactive as anything other than a disregarded entity for U.S. federal, state and local income tax purposes;

Section 4.26 Absence of Certain Business Practices. Neither the Company nor any director, officer, employee, agent or Representative of the Company has directly or indirectly (a) made or offered any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public, regardless of form, whether in money, property, or services (i) to obtain favorable treatment in securing business for the Company, (ii) to pay for favorable treatment for business secured by the Company, (iii) to obtain special concessions or for special concessions already obtained, for or in respect of the Company, or (iv) otherwise in violation of any Law, including Laws regarding illegal payments and gratuities or (b) established or maintained any material fund or asset with respect to the Company that has not been recorded in the books and records of the Company.

Section 4.27 Affiliated Transactions. Except as set forth on Schedule 4.27, neither Sellers nor any Affiliated Person (a) is a party to or otherwise a beneficiary of any agreement, transaction or arrangement (oral or written) with or involving the Company or (b) has any claim, monetary or otherwise, against the Company.

Section 4.28 Brokers. Except as set forth on Schedule 4.28, no agent, broker, firm or other Person acting on behalf of the Company or Sellers, or under the authority of any of the foregoing, is or shall be entitled to a brokerage commission, finder's fee or similar payment in connection with any of the transactions contemplated hereby from the Company, any of Sellers or Buyer. Any such fee shall be paid solely by Sellers.

Section 4.29 Import and Export Controls.

(a) The Company has not violated in any material respect any Laws of any jurisdiction regarding the export, transshipment, re-export or other transfer of data, goods, software, technology or services to any end users, end uses or destinations.

(b) There is no pending or, to the Knowledge of the Company and Sellers, threatened, judicial, administrative or arbitral action, claim, suit or proceeding, investigation, complaint or action against the Company by any Governmental Authority, nor is there any Governmental Order imposed (or, to the Knowledge of the Company and Sellers, threatened to be imposed) upon the Company by or before any Governmental Authority, in each case, in connection with an alleged violation of Applicable Law relating to the import, export, transshipment, re-export or other transfer of data, goods, software, technology or services to any foreign jurisdiction against which any country maintains sanctions or export controls.

Section 4.30 Disclosure. No representation or warranty made by the Company or Sellers herein or in any of the Ancillary Agreements, and no statement provided in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished by or on behalf of the Company or Sellers at the Closing, contains any untrue statement of a material fact or omits to state any material fact that is necessary in order to make the statements herein or therein not misleading.

Section 4.31 Information on Buyer. Sellers have had access to the EDGAR website of the Securities and Exchange Commission (the "SEC") to review Company's filings made with the SEC. In addition, Sellers may have received in writing from Buyer such other information concerning its operations, financial condition and other matters as Sellers have requested in writing and considered all factors Sellers deem material in deciding on the advisability of investing in the Buyer Common Stock. Sellers were afforded (a) the opportunity to ask such questions as Sellers deemed necessary of, and to receive answers from, representatives of Buyer concerning the merits and risks of acquiring the shares of Buyer Common Stock hereunder; (b) the right of access to information about Buyer and its financial condition, results of operations, business, properties, management and prospects sufficient to enable Sellers to evaluate the Buyer Common Stock; and (c) the opportunity to obtain such additional information that Buyer possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to acquiring the Buyer Common Stock.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby, jointly and severally, represent and warrant to Buyer as follows:

Section 5.1 Intentionally Omitted.

Section 5.2 Authority; Validity.

(a) Sellers have the legal capacity to execute and deliver this Agreement and the Ancillary Agreements to which they are or shall become a party, to perform their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement and the Ancillary Agreements to which they shall become a party have been (or will be) duly executed and delivered by Sellers and are or, when executed and delivered by Sellers, will be the valid and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms, except to the extent that enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar Laws.

Section 5.3 No Conflicts. Neither the execution and delivery by Sellers of this Agreement and the Ancillary Agreements to which he shall become a party, nor the consummation of the transactions contemplated hereby or thereby, nor the performance by Sellers of his obligations hereunder or thereunder, shall (a)(i) conflict with, or result in any breach or default (or would constitute a default but for any requirement of notice or lapse of time or both) under, or (ii) give rise to a right of termination, cancellation or acceleration of any obligation or to a loss of a benefit under, or (iii) give any Person any right to purchase or sell assets or securities from or to the Company or to exercise any remedy or modify any obligation or term, pursuant to any agreement, contract, note, mortgage, indenture, lease, sublease, instrument, permit, concession, franchise or license to which either of the Company is a party or by which the Company or any of their respective properties or assets may be bound or affected, or (iv) result in the creation or imposition of any Encumbrance on any of the assets or properties of the Company, or (v) to the knowledge of Sellers, interfere with or otherwise adversely affect the ability of Buyer, the Company to carry on the Business, or (vi) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give rise to any right to revoke, suspend, terminate or modify any Permit or (b) conflict with or result in a violation of any Law applicable to Sellers.

Section 5.4 Security Ownership. JP and KT are the sole record and beneficial owners of the Securities and the Securities are free and clear of all restrictions on transfer (other than restrictions of general applicability under the Securities Act and state securities Laws), Encumbrances and Taxes. Sellers are not a party to any option, warrant, right, agreement or commitment providing for the disposition or acquisition of any Securities (other than this Agreement) or any other capital stock or membership interests of the Company. Sellers are not a party to (or has irrevocably terminated) any voting trust, proxy or other agreement or understanding with respect to the transfer or voting of any Securities. The resale of such Securities by Sellers as provided herein shall, upon the Closing, vest Buyer with good and marketable title to the Securities, free and clear of all Encumbrances.

Section 5.5 Legal Proceedings. There are no Actions pending or, to Sellers' knowledge, threatened against Sellers or any Affiliate of Sellers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.6 Information on Sellers. Sellers are experienced in investments and business matters, have made investments of a speculative nature and have purchased securities of United States publicly-owned companies in private placements in the past and, with their representatives, have such knowledge and experience in financial, tax and other business matters as to enable Sellers to utilize the information made available by Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed acquisition of the Buyer Common Stock, which represents a speculative investment. Sellers have the authority and are duly and legally qualified to purchase and own the Buyer Common Stock. Sellers are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

Section 5.7 Restricted Securities. Sellers understand that the shares of Buyer Common Stock to be issued hereunder have not been and will not be registered under the 1933 Act and Sellers will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Buyer Common Stock unless pursuant to an effective registration statement under the 1933 Act, or unless an exemption from registration is available.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Company and Sellers as follows:

Section 6.1 Organization and Power. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has full corporate power and authority to own, lease and operate its assets and properties and to carry on its business as presently conducted by it.

Section 6.2

Authority; Validity.

(a) The execution and delivery by Buyer of this Agreement and of each of the Ancillary Agreements to which it shall become a party, the performance by Buyer of its obligations under this Agreement and such Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action on the part of Buyer, and Buyer has all necessary corporate power with respect thereto.

(b) This Agreement and the Ancillary Agreements to which it shall become a party have been (or will be) duly executed and delivered by Buyer and are or, when executed and delivered by Buyer, will be the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except to the extent that enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar Laws.

Section 6.3

No Conflicts; Consents. Neither the execution and delivery by Buyer of this Agreement and the Ancillary Agreements to which it shall become a party, nor the consummation of the transactions contemplated hereby or thereby, nor the performance by Buyer of its obligations hereunder or thereunder, shall (or, with the giving of notice or the lapse of time or both, would) (a) conflict with or violate any provision of Buyer's Organizational Documents; or (b) violate any Law applicable to Buyer or any of its properties or assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 6.4

Buyer Common Stock. The Buyer Common Stock to be delivered pursuant to this Agreement has been duly authorized and, when issued, will be validly issued, fully paid and nonassessable. As of the date hereof, the Buyer Common Stock is not ineligible for sale under Rule 144 (after applicable waiting periods have expired) Buyer has had no material adverse change since December 31, 2014. The contents of Buyer's SEC filings are true and complete in all material respects and they do not fail to disclose any material information which would be necessary to make them not misleading. Attached hereto as Schedule 6.4 is a current fully diluted capitalization table of the Buyer.

**ARTICLE 7
COVENANTS**

Sellers, the Company and Buyer hereby covenant and agree as follows:

Section 7.1

Public Announcements. Unless otherwise required by Applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 7.2 Records. On or prior to the Closing Date, the Company and Sellers shall deliver or cause to be delivered to Buyer or make readily available to Buyer at the Company's office all original agreements, documents, books, stock ledgers, minutes, correspondence, and corporate and other records and files, including records and files stored on computer disks or tapes or any other storage medium (collectively, the "Records") in the possession or control of the Company or Sellers relating to the Company.

Section 7.3 Resignations. On or prior to the Closing Date, the Company and Sellers shall cause to be delivered to Buyer duly executed resignations, effective as of the Closing, of those officers and directors of the Company and duly executed terminations of such powers of attorney relating to the Company, effective as of the Closing Date, in each case, as shall be requested by Buyer on or before the Closing Date.

Section 7.4 Licenses and Certifications. Immediately after the date hereof and prior to the Closing Date, Sellers will cause the Company, as the case may be, to apply for and obtain any licenses, permits or certifications from any Governmental Authority that Buyer deems, in its sole but reasonable discretion, to be necessary and proper for the conduct of the Business and the Company upon the consummation of the transactions contemplated hereby.

Section 7.5 Intentionally Omitted.

Section 7.6 Intentionally Omitted.

Section 7.7 Further Assurances. From time to time on and after the Closing Date, and without any further consideration, Sellers shall, and shall cause its Affiliates to, execute and deliver such other instruments of conveyance, assignment, transfer and delivery and take such other actions as Buyer may reasonably request in order more effectively to transfer to and to place Buyer in possession or control of, all of the rights, properties, assets and businesses intended to be transferred hereby, to assist in the collection and enforcement of any and all such rights, properties and assets and to enable Buyer to exercise and to enjoy all of the rights and benefits of the Company with respect thereto.

ARTICLE 8 CERTAIN TAX MATTERS

Section 8.1 Tax Indemnification. Sellers (each an "Indemnifying Party") hereby jointly and severally agree to indemnify, defend and hold harmless the Company, Buyer and their respective directors, officers, stockholders, agents, Affiliates, successors and permitted assigns (each, an "Indemnitee") from and against, and shall pay and reimburse the foregoing Persons for, any and all losses, liabilities, claims, obligations, penalties, damages, costs and expenses (including all reasonable attorneys' fees and disbursements and other costs incurred or sustained by an Indemnitee in connection with the investigation, defense or prosecution of any such claim or any action or proceeding between the Indemnitee and the Indemnifying Party or between the Indemnitee and any third party or otherwise), whether or not involving a third-party claim (collectively, "Losses"), relating to or arising out of (a) all Taxes of or imposed on the Company for all taxable periods ending on or prior to the Closing Date and the portion of the taxable period through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date (the "Pre-Closing Tax Period") including, without limitation, any Taxes imposed under Code Section 1374 (and any state or local statutes that are comparable or equivalent to Code Section 1374) and any state Taxes that are required to be paid by either of the Company on a composite or other Tax Return to the extent that the Company or Buyer has not otherwise received payment of such Taxes from Sellers; (b) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company (or any predecessor of the Company) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar Law; and (c) all Taxes of any Person (other than the Company) imposed on the Company as a transferee or successor, by contract or pursuant to Law. Sellers shall, jointly and severally, reimburse Buyer for any Taxes of the Company that are the responsibility of Sellers pursuant to this Section 8.1 within fifteen (15) days after payment of such Taxes by Buyer or the Company. Any claim for indemnification made under this Section 8.1 shall, except as otherwise provided in this Article 8, be asserted and resolved in accordance with the indemnification procedures in Section 11.4, provided, however, that no provision of Article 11 shall modify the payment requirements set forth in the immediately preceding sentence.

Section 8.2 Straddle Period. In the case of any taxable period that includes, but does not end on, the Closing Date (a "Straddle Period"), the amount of any Taxes based on or measured by receipts of the Company and any sales, use, real property and other similar Taxes for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of other Taxes of the Company for a Straddle Period that relate to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for such entire Straddle Period multiplied by a fraction, the numerator of which shall be the number of days in the taxable period ending on the Closing Date and the denominator of which shall be the total number of days in such Straddle Period.

Section 8.3 Allocation of Purchase Price Attributable to Company Interests. Buyer, Company and JP and KT agree that the Purchase Price and the liabilities of the Company (plus other relevant items) will be allocated among the assets of the Company for all purposes (including Tax and financial accounting) in a manner consistent with the fair market values thereof set forth in the tax allocation schedule to be agreed upon by Sellers and Buyer and attached at or prior to the Closing as Schedule 6.4. Buyer, the Company and Sellers will file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with such tax allocation schedule and shall not take any position inconsistent with the allocation for Tax purposes, except as and to the extent required by Applicable Law.

(a) Tax Periods Ending on or before the Closing Date. Buyer shall prepare (or cause to be prepared) and file (or cause to be filed) all Tax Returns for the Company for all periods ending on or prior to the Closing Date that are filed after the Closing Date and all Straddle Period Tax Returns. Buyer shall permit Sellers to review and comment on each such Tax Return described in the immediately preceding sentence prior to filing. To the extent required or permitted by Applicable Law, Sellers shall include any income, gain, loss, deduction or other Tax items for such periods on their Tax Returns in a manner consistent with the Schedule K-1s furnished by the Company to Sellers for such periods.

(a) Buyer, the Company and Sellers shall cooperate, as and to the extent reasonably requested by any other party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes pursuant to this Section 8.5. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees or Representatives available on a mutually convenient basis to provide additional information and explanation of any materials provided hereunder. The Company (after the Closing) shall (i) retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations for the respective taxable periods, and (ii) abide by all record retention agreements entered into with any taxing authority.

(b) If any Governmental Authority issues to Sellers a notice of deficiency or any other type of proposed adjustment of Taxes of either of the Company that could give rise to a claim for indemnification under Section 8.1 (a "Tax Contest"), the party receiving such notice shall notify Buyer within fifteen (15) Business Days of receipt of the notice of deficiency or other proposed adjustment, provided that failure to give such notification shall not affect the indemnification provided pursuant to Section 8.1 except to the extent Buyer or the Company to which the notice was issued shall have been materially prejudiced as a result of such failure. Provided that Sellers notify Buyer of their intent to control such Tax Contest within fifteen (15) Business Days after delivery of notification to Buyer as set forth in the immediately preceding sentence, Sellers will have the right, at their expense, to control the defense of such Tax Contest; provided, however, with respect to any Tax Contest for which Sellers exercise their right to control, Sellers shall (i) notify Buyer of significant developments with respect to such Tax Contest and keep Buyer reasonably informed and consult with Buyer as to the resolution of any issue that would materially affect Buyer or the Company, (ii) give Buyer a copy of any Tax adjustment proposed in writing with respect to such Tax Contest and copies of any other written correspondence with the relevant Governmental Authority relating to such Tax Contest, and (iii) not settle or compromise any issue without the consent of Buyer, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, the provisions in this Section 8.7(b) shall apply to any Tax Contest and the procedures in Section 11.4 shall not be applicable to a Tax Contest.

(c) Each of Buyer and Sellers shall, upon request from the other party, use reasonable best efforts to obtain any certificate or other document from any Governmental Authority or other Person as may be necessary to mitigate, reduce, defer or eliminate any Tax that could be imposed (including, but not limited to, any Tax with respect to the transactions contemplated hereby).

Section 8.5 Certain Taxes. All transfer (including real property), documentary, sales, stamp, registration and other similar Taxes and fees (including any penalties and interest) incurred in connection with this Agreement (including any corporate-level gains Tax triggered by the sale of the Common Stock and any similar Tax imposed by States or subdivisions) shall be paid by Sellers when due, and Sellers will, at their own expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, stamp, registration and other similar Taxes and fees. If required by Applicable Law, Buyer will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

Section 8.6 Treatment of Indemnity Payments. It is the intent of the parties that amounts paid under this Article 8 or Article 11 shall represent an adjustment to the Purchase Price and the parties will report such payments consistent with such intent. Nevertheless, if any such payment pursuant to this Article 8 or Article 11 would be treated by any Governmental Authority as other than an adjustment to the Purchase Price and would, on that basis, be includible in the gross income of the Indemnitee that is reported to such Governmental Authority, then such payment shall be increased by the amount necessary so that the Indemnitee is fully and completely indemnified on an after-tax basis.

ARTICLE 9

CONDITIONS TO CLOSING

Section 9.1 Conditions to Buyer's Obligation to Close. The obligation of Buyer to close the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions, any one or more of which may be waived by Buyer in writing at or prior to the Closing:

(a) Agreements and Conditions. On or before the Closing Date, Sellers and the Company shall have complied with and duly performed, in all material respects, all agreements, covenants and conditions on their part to be complied with and performed pursuant to or in connection with this Agreement on or before the Closing Date.

(b) Representations and Warranties. The representations and warranties of Sellers and the Company contained in this Agreement, the Ancillary Agreements and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date without giving effect to any supplement to the Disclosure Schedules (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(c) No Legal Proceedings. No Action shall have been instituted or threatened to restrain or prohibit the transactions contemplated hereby and, as of the Closing Date, there will be Action pending or threatened against or affecting the Company that involves a demand for any judgment or Liability, whether or not covered by insurance that could reasonably be expected to have a Material Adverse Effect.

(d) Loss, Damage or Destruction. Between the date hereof and the Closing Date, there shall not have been any loss, damage or destruction to or of any of the assets, property or business of the Company in excess of \$5,000 in the aggregate.

(e) No Material Adverse Effect. There shall have been no Material Adverse Effect since December 31, 2014.

(f) Company's Officers' Certificate. Buyer shall have received a certificate dated the Closing Date and executed by the Managing Members to the effect that the conditions set forth in Section 9.1(a), Section 9.1(b) and Section 9.1(c) shall have been satisfied.

(g) Secretary's Certificates. Buyer shall have received certificates, dated the Closing Date and executed by the Secretary of the Company, certifying the incumbency and signatures of the officers of the Company authorized to act on behalf of the Company in connection with the transactions contemplated hereby and attaching and certifying as true and complete copies of (i) the resolutions duly adopted by the Board of Directors of the Company authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (ii) the Company's Organizational Documents, all as may have been amended up through the Closing Date.

(h) Certificates of Status. Buyer shall have received certificates from the Secretary of State of the State of Oregon and of each jurisdiction set forth on Schedule 4.1(b), stating that the Company has filed their most recent annual reports, have not filed a certificate of dissolution or withdrawal and are in good standing in each such jurisdiction.

(i) Consents. All Sellers/Company Consents required to be set forth on Schedule 4.5 shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(j) Governmental Approvals. No injunction or decree prohibiting or materially restricting or delaying the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in force.

(k) Employees. (i) None of the individuals identified on Schedule 9.1(l) shall have ceased to be employed by the Company, or shall have expressed an intention to terminate his or her employment with the Company or to decline employment with Buyer; and (ii) no individual identified on Schedule 4.23 shall have ceased to be employed by the Company or shall have expressed an intention to terminate their employment with the Company or to decline to accept employment with Buyer.

(l) Ancillary Agreements. Buyer shall have received all of the Ancillary Agreements, duly executed and delivered by Sellers parties thereto (other than Buyer).

(m) Membership Interests. Buyer shall have received evidence satisfactory to Buyer that the Securities have been transferred to Buyer effective as of the Closing Date and that Buyer has been admitted as a member of the Company;

(n) Intentionally omitted.

(o) Account Revocations. On or before the Closing Date, Buyer shall have received duly executed revocations, effective upon the Closing, of corporate account authorizations identified by Buyer prior to the Closing.

(p) Encumbrances. The Company shall have delivered satisfactory evidence that all Encumbrances in respect of the properties and assets of the Company (other than Permitted Encumbrances) shall be discharged at or prior to Closing.

(q) Intentionally Omitted.

(r) Other Closing Deliveries. Buyer shall have received at or prior to the Closing such other documents, instruments and certificates as Buyer may reasonably request in order to effectuate the transactions contemplated hereby.

Section 9.2 Conditions to Sellers' Obligations to Close. The obligations of Sellers to close the transactions contemplated by this Agreement are subject to the satisfaction of each of the following conditions, any one or more of which may be waived by Sellers in writing at or prior to the Closing:

(a) Agreements and Conditions. On or before the Closing Date, Buyer shall have complied with and duly performed, in all material respects, all agreements, covenants and conditions on its part to be complied with and performed pursuant to or in connection with this Agreement on or before the Closing Date.

(b) Representations and Warranties. The representations and warranties of Buyer contained in this Agreement, the Ancillary Agreements and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date without giving effect to any supplement to the Disclosure Schedules (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(c) No Legal Proceedings. No court or governmental suit, action or proceeding shall have been instituted or overtly threatened to restrain or prohibit the transactions contemplated hereby.

(d) Officer's Certificate. Sellers shall have received a certificate dated the Closing Date and executed by an authorized officer of Buyer to the effect that the conditions set forth in Section 9.2(a), Section 9.2(b) and Section 9.2(c) shall have been satisfied.

(e) Secretary's Certificate. Sellers shall have received a certificate, dated the Closing Date and executed by the Secretary of Buyer, certifying the incumbency and signatures of the officers of Buyer authorized to act on behalf of Buyer in connection with the transactions contemplated hereby and attaching and certifying as true and complete copies of the resolutions duly adopted by the Board of Directors of Buyer authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) Governmental Approvals. No injunction or decree prohibiting or materially restricting or delaying the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in force.

(g) Intentionally Omitted.

(h) Purchase Price; Stock Certificates. Buyer shall have delivered the Purchase Price in accordance with Section 2.2 and two stock certificates for the Buyer Common Stock.

(i) Ancillary Agreements. Sellers shall have received the Escrow Agreement and the Lock-up Agreement, duly executed and delivered by Buyer.

(j) Dissolution of Topaz Design, LLC.

Sellers Shall deliver a copy of the Certificate of Dissolution of Topaz Design, LLC, an Oregon limited liability company.

ARTICLE 10 TERMINATION

Section 10.1 Termination. Subject to the provisions of Section 10.2, this Agreement may be terminated at any time prior to the Closing Date by any of the following:

(a) by Buyer, by written notice to the Company and Sellers, if Buyer is not satisfied with its due diligence of the Company and Sellers.

(b) by the mutual written agreement of Buyer and the Company;

(c) by either Buyer or the Company, if the Closing shall not have occurred by March 31, 2015, upon written notice by such terminating party; *provided* that at the time such notice is given, a material breach of this Agreement by such terminating party shall not be the principal reason for the failure of the Closing to occur;

(d) by Buyer, by written notice to the Company and Sellers, if there has been a material violation or breach of Sellers' or the Company's covenants or agreements made herein or if any representation or warranty of Sellers or the Company contained herein is materially inaccurate or misleading; or

(e) by the Company and Sellers, by written notice to Buyer, if there has been a material violation or breach of any of Buyer's covenants or agreements made herein or if any representation or warranty of Buyer contained herein is materially inaccurate or misleading.

(f) by Buyer or Sellers in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 10.2 Effects of Termination. If this Agreement shall be terminated as provided in Section 10.1, then this Agreement shall forthwith become void and there shall be no continuing obligation on the part of the parties (or any of their respective stockholders, officers, directors, employees, legal beneficiaries, successors or Affiliates); *provided*, that no party shall be relieved of any Losses occurring or sustained as a result of a breach of any of such party's representations, warranties, covenants or agreements contained herein. Notwithstanding any termination of this Agreement, the provisions of Section 7.6 and Article 13 and this Section 10.2 shall survive.

ARTICLE 11
SURVIVAL; INDEMNIFICATION

Section 11.1 Survival of Representations. Notwithstanding any right of Buyer to investigate the Business and condition of the Company, Buyer shall be entitled to rely upon the representations, warranties, covenants and agreements of the Company and Sellers. All representations and warranties contained in this Agreement (including the Schedules) and in all certificates (including the Estimated Closing Certificate) required hereby to be delivered shall be deemed to be representations and warranties hereunder and shall survive the Closing Date (or, if there is no Closing, the date hereof) for a period of twenty-four (24) months, and shall then terminate; *provided, however*, that (a) any such representations and warranties shall survive the time(s) that they would otherwise terminate with respect to claims of which notice has been given as provided in this Agreement prior to such termination; and (b) such time limitation shall not apply to the representations and warranties contained in (i) Section 4.25 (Tax Matters), Section 4.24 (Employee Arrangements; ERISA) and Section 4.28 (Brokers), which shall survive until thirty (30) days following the expiration of the applicable statute of limitations (including any extension(s) thereof), and (ii) Section 4.1 (Organization and Power), Section 4.2 (Capitalization; Options and Stockholder Rights), Section 4.3 (No Subsidiaries), Section 4.4 (Authority; Validity), Section 5.2 (Authority; Validity), Section 5.4 (Security Ownership), Section 6.1 (Organization and Power) and Section 6.2 (Authority; Validity), which shall survive indefinitely. Any limitation or qualification set forth in any one representation and warranty contained in Article 4 shall not limit or qualify any other representation and warranty contained in such Section. Each representation and warranty included in this Agreement is independent and shall be interpreted without regard to any other representation or warranty contained herein (including any more inclusive representation or warranty). The waiver by any party of any condition at the Closing or the breach or inaccuracy of any representation or warranty, or the breach of or non-compliance with any covenant or obligation, shall not affect the right of such party to the indemnification, payment or reimbursement of Losses or any other right or remedy based on such breach, inaccuracy or non-compliance.

Section 11.2 Indemnities of Sellers. Notwithstanding anything to the contrary contained in Section 8.1 herein, Sellers shall, jointly and severally, indemnify, defend and hold harmless Buyer, its Affiliates (including the Company) and their directors, officers, stockholders, agents, successors and permitted assigns from and against, and shall pay and reimburse the foregoing Persons for, any and all Losses relating to or arising out of:

(a) any inaccuracy (or alleged inaccuracy if asserted by a third party) of any representation or warranty of Sellers or the Company contained in this Agreement or in any certificate or other document delivered by or on behalf of Sellers or the Company in connection herewith; and/or

- (b) any breach of any covenant or agreement of the Company or Sellers contained in this Agreement;

Section 11.3 Indemnity of Buyer. Buyer shall indemnify, defend and hold harmless Sellers, their Affiliates and their successors and permitted assigns from and against, and shall pay and reimburse the foregoing Persons for, any and all Losses relating to or arising out of:

- (a) the inaccuracy (or alleged inaccuracy if asserted by a third party) of any representation or warranty of Buyer contained in this Agreement or any certificate or other document delivered by or on behalf of Buyer in connection herewith; and/or
- (b) any breach of any covenant or agreement of Buyer contained in this Agreement.

Section 11.4 Procedures for Indemnification; Defense. The party making a claim under this Section 11.4 is referred to as the “Indemnatee”, and the party against whom such claims are asserted under this Section 11.4 is referred to as the “Indemnifying Party”.

(a) Third Party Claims. If any Indemnatee receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a “Third Party Claim”) against such Indemnatee with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnatee shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than ten (10) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnatee shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof to the extent reasonably available and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnatee. The Indemnifying Party shall have the right to participate in, or if it shall have acknowledged in writing its obligation to provide indemnification to the Indemnatee in respect thereof, to assume the defense of any Third Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel, and the Indemnatee shall cooperate in good faith in such defense; *provided* that if the Indemnifying Party is a Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (i) is asserted directly by or on behalf of a Person that is a supplier or customer of the Business, or (ii) seeks an injunction or other equitable relief against the Indemnatee. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 11.4(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnatee. The Indemnatee shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnatee; *provided* that if in the reasonable opinion of counsel to the Indemnatee, (A) there are legal defenses available to an Indemnatee that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnatee that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnatee in each jurisdiction for which the Indemnatee determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnatee in writing of its election to defend, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnatee may pay, compromise and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Sellers and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 12.5) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnatee (such consent not to be unreasonably withheld, delayed or conditioned).

(c) Direct Claims. Any Action by an Indemnatee on account of a Loss which does not result from a Third Party Claim (a "Direct Claim") shall be asserted by the Indemnatee giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than ten (10) days after the Indemnatee becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnatee shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof to the extent reasonably available and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnatee. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnatee shall allow the Indemnifying party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnatee shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnatee's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnatee shall be free to pursue such remedies as may be available to the Indemnatee on the terms and subject to the provisions of this Agreement.

(d) Cooperation. Upon a reasonable request by the Indemnifying Party, each Indemnatee seeking indemnification hereunder in respect of any Direct Claim, hereby agrees to consult with the Indemnifying Party and act reasonably to take actions reasonably requested by the Indemnifying Party in order to attempt to reduce the amount of Losses in respect of such Direct Claim. Any costs or expenses associated with taking such actions shall be included as Losses hereunder.

Section 1.1 . Limitations on Indemnification. Notwithstanding any provision contained in this Article 11 to the contrary, (a) no Indemnitee shall be entitled to assert any claim for indemnification in respect of breach(es) of representations and warranties under Section 11.2(a) or Section 11.3(a) until such time as all claims for indemnification under this Article 11 by such Indemnitee (and all related Indemnitees) hereunder shall exceed \$50,000 in the aggregate (the “Basket”), but then all such amounts shall be recoverable and (b) any indemnification obligations of an Indemnifying Party for breaches of representations and warranties shall not exceed \$3.8 million (the “Claims Limitation”); *provided, however*, that the Basket and the Claims Limitation shall not apply (i) if the Indemnifying Party shall have provided information to Buyer or to the Company and Sellers, as the case may be, in connection herewith or made any representation or warranty contained herein that, in either case, was fraudulent or was known to be inaccurate when made or (ii) to any breach(es) of the representations and warranties contained in Section 4.1 (Organization and Power); Section 4.2 (Capitalization; Options and Stockholder Rights), Section 4.3 (No Subsidiaries), Section 4.4 (Authority; Validity), Section 4.10 (Title to Purchased Assets), Section 4.24 (Employee Arrangements; ERISA), Section 4.25 (Tax Matters) or Section 4.28 (Brokers). Buyer shall have the right to offset against any amounts to be paid by Buyer to Sellers pursuant to Section 2.2(b)(ii) or otherwise to satisfy an indemnification claim brought by Buyer in accordance with this Article 11.

Section 11.6 Indemnification in Case of Strict Liability or Indemnitee Negligence. The indemnification provisions in this Section 11.6 shall be enforceable regardless of whether the liability is based upon past, present or future acts, claims or legal requirements and regardless of whether any Person (including the Person from whom indemnification is sought) alleges or proves the sole, concurrent, contributory or comparative negligence of the Person seeking indemnification or the sole or concurrent strict liability imposed upon the Person seeking indemnification.

Section 11.7 Payments. Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Section 11.6, the Indemnifying Party shall satisfy its obligations within five (5) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such five (5) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to eight percent (8%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

Section 11.8 Relationship with Purchase Price Adjustment. Notwithstanding any payment that may be due to Buyer under the working capital adjustment provisions set forth in Section 2.3, the indemnity provisions of this Section 11.2 (including Section 11.2) shall remain in full force and effect, without any modification or diminution thereof.

ARTICLE 12
NON-COMPETITION; CONFIDENTIALITY

Section 12.1 No Competing Interests. Sellers hereby represent and warrant to Buyer that neither they nor any of their Affiliates have any ownership or other interest in any business or activity that competes or can reasonably be expected to compete, directly or indirectly, with the Business. Sellers hereby represents and warrants to Buyer that neither they nor any of their Affiliates has or shares with the Company any ownership or similar interest in any asset or property (including any intellectual property) that is being (or has been in the past 12-month period) used in connection with the operation of the Business.

Section 12.2 Non-Solicitation. During the Restricted Period, Sellers shall not, directly or indirectly, hire, engage, offer to hire, divert, entice away, solicit or in any other manner persuade or attempt to persuade (a "Solicitation") any Person who is, or was, at any time within the twelve (12)-month period prior to such Solicitation, an officer, director, employee, agent, licensor, licensee, customer, or supplier of Buyer, the Company's to discontinue, terminate or adversely alter his or its relationship therewith.

Section 12.3 Non-Disruption. During the Restricted Period, Sellers shall not, directly or indirectly, interfere with, disrupt or attempt to disrupt any present or prospective relationship, contractual or otherwise, between Buyer or any of its Affiliates, on the one hand, and any of its customers, contractees, suppliers or employees, on the other hand.

Section 12.4 Non-Disparagement. From and after the Closing Date, Sellers shall not at any time, directly or indirectly, disparage or make any statement or publication that is intended to or has the effect of disparaging, impugning or injuring the reputation or business interests of the Company or Buyer and any of its Affiliates or any of their respective products, services, officers or employees regardless of any perceived truth of such statement or publication.

Section 12.5 Confidentiality. From and after the Closing Date, Sellers shall not at any time, directly or indirectly, use, exploit, communicate, disclose or disseminate any Confidential Information in any manner whatsoever (except disclosure to their personal financial or legal advisors and as may be required under legal process by subpoena or other court order; *provided*, that Sellers shall take reasonable steps to provide Buyer with sufficient prior written notice in order to contest such requirement or order).

Section 12.6 Remedies Upon Breach. Sellers acknowledge and agree that: (a) Buyer (and the Company) would be irreparably injured in the event of a breach by Sellers of any of the obligations under this Section 12.6; (b) monetary damages would not be an adequate remedy for such breach; (c) Buyer (and the Company) shall be entitled (without the need to post any bond) to injunctive relief, in addition to any other remedy that they may have, in the event of any such breach; and (d) the existence of any claims that Sellers may have against Buyer (or the Company), whether under this Agreement, any Ancillary Agreement or otherwise, shall not be a defense to (or reason for the delay of) the enforcement by Buyer (and the Company) of any of their rights or remedies under this Agreement.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 13.1 Expenses. Buyer and Sellers shall pay their own costs and expenses, including the fees and disbursements of any counsel and accountants retained by them, incurred by them in connection with the preparation, execution, delivery and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby, whether or not the transactions contemplated hereby or thereby are consummated.

Section 13.2 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of a signed counterpart of this Agreement by facsimile, email or other electronic transmission shall be deemed to have the same legal effect as delivery of a original signed copy of this Agreement.

Section 13.3 Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission, delivered by a recognized overnight courier or express mail service for next Business Day delivery (and requiring proof of delivery or receipt) or posted in the United States mail by registered or certified mail, with postage pre-paid, return receipt requested, and shall be deemed given when so delivered personally, sent by facsimile transmission with electronic confirmation of receipt, the next day after delivered to such overnight courier or express mail service or three (3) Business Days after the date of mailing, as follows:

(a) If to Buyer (and following
the Closing, the
Company) to:

with a copy to
(which shall not constitute notice):

6D Global Technologies, Inc.
17 State Street, Suite 2550
New York, NY 10004
Attn: _____
Tel. No.: 646- 681-4900
Fax No.: _____

Kane Kessler, P.C.
1350 Avenue of the Americas
New York, NY 10019
Attn: Peter Campitiello, Esq.
Tel. No.: 212 519-5109
Fax No.: 212-245-3009

(b) If to Sellers (and prior to
the Closing, the Company):

Attn: _____
Tel. No.: _____
Fax No.: _____

with a copy to
(which shall not constitute notice):

Jay Wright, Esq.
6701 Democracy Blvd., Suite 300
Bethesda, MD 20817
Tel. No.: 301.524.4759
Fax No.: 301.610.2094

Any party may, by notice given in accordance with the provisions of this Section 13.3 to the other parties, designate another address or individual for receipt of notices hereunder.

Section 13.4 Amendments; Waivers. This Agreement may be amended or modified at any time and any provision(s) waived, but only by a written instrument executed by all of the parties.

Section 13.5 Entire Agreement. This Agreement and the Ancillary Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersede all prior term sheets, agreements and understandings, oral and written, between the parties with respect to the subject matter hereof and thereof. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Agreements, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 13.6 Assignment. This Agreement may not be assigned by the Company or Sellers without the prior written consent of Buyer; *provided*, however, that Buyer may assign or delegate any or all rights or obligations hereunder to an Affiliate; and *provided, further*, that Buyer may assign or delegate any or all of its rights or obligations hereunder, including its rights under Article 8 and Article 11, to any subsequent purchaser of the Business, the Company, Buyer or all or substantially all of Buyer's, the Company's assets.

Section 13.7 Binding Effect; Benefits. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Except as provided in Article 8, Section 11.2 and Section 11.3, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Agreement.

Section 13.8 Severability. If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable (including but not limited to Article 12), (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 13.9 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 13.10 Governing Law; Submission to Jurisdictions; Waiver of Jury Trial

(a) This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to the conflict of laws principles thereof that would result in the application of the law of any other jurisdiction). The parties hereto hereby consent to the jurisdiction of the federal and New York State courts located in Manhattan (NYC) and agree that service of process by certified mail, return receipt requested, shall, in addition to any other methods permitted by Applicable Law, constitute personal service for all purposes.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY AGREEMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 13.10(b).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Securities Purchase Agreement the day and year first above written.

TOPAZ INTERACTIVE, LLC

By: _____
Name: Katherine Topaz
Title: Managing Member

By: _____
Name: Jason Porath
Title: Managing Member

KATHERINE TOPAZ

JASON PORATH

6D GLOBAL TECHNOLOGIES, INC.

By: _____
Name: Tejune Kang
Title: Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

The following schedules have been omitted from this Agreement pursuant to Item 601(b)(2) of Regulation S-K:

1. Schedule 4.1(b) – Jurisdictions
 2. Schedule 4.5 – Sellers/Company Consents
 3. Schedule 4.7(a) – Financial Statements
 4. Schedule 4.7(c) – Liabilities
 5. Schedule 4.8 – Certain Changes
 6. Schedule 4.9(a) – Material Contracts
 7. Schedule 4.10 – Encumbrances on Purchased Assets
 8. Schedule 4.11(b) – Equipment
 9. Schedule 4.12(b) – Real Property
 10. Schedule 4.13(b) – Encumbrances on Intellectual Property
 11. Schedule 4.13(c) – Domain Names
 12. Schedule 4.14(a) – Accounts Receivable
 13. Schedule 4.15 – Top Customers and Suppliers
 14. Schedule 4.16(a) – Form of Warranty
 15. Schedule 4.16(b) – Warranty Claims
 16. Schedule 4.17 – Insurance
 17. Schedule 4.18 – Bank Accounts
 18. Schedule 4.19 – Litigation
 19. Schedule 4.21 – Permits
 20. Schedule 4.23 – Employees
 21. Schedule 4.24(a) – Benefit Plans
 22. Schedule 4.24(e) – Self-Funded Benefit Plans
 23. Schedule 4.24(g) – Severances
 24. Schedule 4.24(i) – Nonqualified Deferred Compensation Plans
 25. Schedule 4.25 – Tax Matters
 26. Schedule 4.27 – Affiliated Transactions
 27. Schedule 4.28 – Brokers
-

Annex A

Definitions

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" means, with respect to any Person, any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.

"**Affiliated Person**" means (a) any director or officer of the Company, (b) any officer and director of Sellers, or (c) any member of the immediate family of any of such Persons and any Affiliate of any of such Persons.

"**Ancillary Agreements**" means the Sellers Release, the Lock-up Agreement, the Employment Agreements and the Escrow Agreement.

"**Applicable Law**" means all existing and future applicable laws (including Environmental Laws), rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by, any Governmental Authority and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction, as any of the foregoing are amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time.

"**Associate**" means, when used to indicate a relationship with any Person, (a) a corporation or organization (other than the Company or a majority-owned subsidiary of the Company) of which such Person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities, (b) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as trustee or in a similar capacity, and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same home as such Person or who is a director or officer of the Company or any of their parents or subsidiaries.

"**Benefit Plan**" means all employee benefit plans (as defined in Section 3(3) of ERISA) and all bonus, stock or other security option, stock or other security purchase, stock or other security appreciation rights, incentive, deferred compensation, retirement or supplemental retirement, severance, golden parachute, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs, insurance and other similar fringe or employee benefit plans, programs or arrangements, and any current or former employment or executive compensation or severance agreements, written or otherwise, which have ever been sponsored, maintained, entered into, contributed to, or required to be contributed to by the Company or an ERISA Affiliate for the benefit of, or relating to, any present or former employees, officers, directors, agents or consultants (and/or their respective dependents and beneficiaries) of the Company or an ERISA Affiliate, or for or as to which the Company or an ERISA Affiliate may be responsible or have any Liability, whether or not subject to ERISA and whether or not legally binding and whether or not terminated.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York, New York are authorized or required by Law to be closed for business.

“Code” means the United States Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder.

“Confidential Information” means any and all information (oral or written) relating to the Company, the Business and/or Buyer and its Affiliates or any of their operations or activities, including, but not limited to, the terms of this Agreement, information relating to trade secrets, plans, promotion and pricing techniques, procurement and sales activities and procedures, proprietary information, business methods and strategies (including acquisition strategies), software, software code, advertising, sales, marketing and other materials, customers and supplier lists, data processing reports, customer sales analyses, invoice, price lists or information, and information pertaining to any lawsuits or governmental investigation, except such information that is in the public domain (such information not being deemed to be in the public domain merely because it is embraced by more general information that is in the public domain) other than as a result of a breach of any of the provisions hereof.

“Contracts” means all contracts, purchase orders, leases, deeds, mortgages, licenses, sublicenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Current Assets” means with respect to the Company, all current assets determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures that were used in the preparation of the Balance Sheets, as if such accounts were being prepared and audited as of a year end.

“Current Liabilities” means with respect to the Company, all current liabilities determined in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures that were used in the preparation of the Balance Sheets as if such accounts were being prepared and audited as of a year end.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Environmental Law” means any Applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Equipment” means machinery, equipment and other fixed assets of the Company used or useful in connection with the operation of the Business.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and all regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) which is a member of a controlled group or which is under common control with the Company within the meaning of Code Section 414.

“Estimated Working Capital” means One Hundred Thousand Dollars (\$100,000).

“GAAP” means United States generally accepted accounting principles.

“Governmental Authority” means any U.S. federal, state, foreign or local government or any court, tribunal, administrative agency or commission or other governmental, enforcement or other regulatory authority, body or agency, including any self-regulatory organization.

“Governmental Order” means any order, ruling, writ, judgment, injunction, decree, stipulation, determination, assessment or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“Indebtedness” of any Person means, without duplication, (a) the principal of and accrued interest, fees, penalties and premium (if any) in respect of (i) indebtedness of such Person for money borrowed and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (c) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (d) all derivative contracts (including foreign exchange facilities, options and swap contracts); (e) obligations of such Person to redeem any of its capital stock; (f) dividends due to the shareholders of such Person with respect to the capital stock of such Person; and (g) all obligations of the type referred to in clauses (a) through (f) of other Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (h) all obligations of the type referred to in clauses (a) through (g) of other Persons secured by any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world:

(a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicators or source or origin, whether registered, unregistered or arising by Law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications;

(b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority;

(c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by Law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications;

(d) Confidential Information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable;

(e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications;

(f) databases, data, data models and schema; and

(g) computer code, including source code and object code.

"Intellectual Property Registrations" means all Intellectual Property that is subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“IRS” means the Internal Revenue Service.

“Knowledge of the Company and Sellers” means facts or other information actually known by Sellers or any senior manager of the Company or which a prudent individual in such position could be expected to discover in the course of conducting a reasonably comprehensive investigation of the relevant subject matter.

“Law” means all federal, state, local and foreign laws, statutes, ordinances, rules or regulations, administrative policies or guidance documents, orders, injunctions, decrees and administrative rulings promulgated by any court or Governmental Authority.

“Liabilities” means any debts, liabilities, commitments or obligations, whether absolute or contingent, asserted or unasserted, known or unknown, liquidated or unliquidated, due or to become due, fixed or unfixed.

“Material Adverse Effect” means any effect, occurrence, development or change that has had or could reasonably be expected to have within 90 days a materially adverse effect on the business, prospects, assets, liabilities, operations or condition, financial or otherwise, of the Company, taken as a whole or the ability of the Company or Sellers to consummate the transactions contemplated hereby on a timely basis.

“Ordinary Course of Business” means any action taken by a Person that (a) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary and usual course of the normal, day-to-day operations of such Person; and (b) does not require authorization by the board of directors or stockholder of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature.

“Organizational Documents” mean, with respect to an entity, its certificate of incorporation, articles of incorporation, by-laws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, as applicable.

“Pension Plan” means any Benefit Plan that is an “employee pension benefit plan,” as defined in Section 3(2) of ERISA.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Permitted Encumbrances” means:

(a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and for which there are adequate accruals or reserves on the Balance Sheets;

(b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the Ordinary Course of Business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets; and

(c) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the Business or the Purchased Assets, which do not prohibit or interfere with the current use or operation of any Real Property and which do not render title to any Real Property unmarketable.

"Person" means a natural person, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Securities Act" means the Securities Act of 1933, as amended.

"Sellers Release" means the release from Sellers to the Company and Buyer, substantially in the form attached as Exhibit A, releasing the Company from any and all debts, obligations, claims or liabilities of any kind or nature, known or unknown.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, of any kind, whatsoever, including any interest, penalty or addition thereto, whether disputed or not, and including any obligations to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

"Tax Returns" means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Law relating to any Tax.

"Treasury Regulation" means a provision of the regulations of the Department of the Treasury promulgated under the Code, as amended from time to time, or the corresponding provision or provisions of succeeding regulations.

“Working Capital” means Current Assets, *less* Current Liabilities.

“Working Capital Measurement Period” means the forty-five (45) days immediately following the Closing.

Other Terms. The following terms are defined in the body of this Agreement in the Sections indicated.

EXHIBIT A

SELLERS RELEASE

This release (this "Release") is being executed and delivered as of March 4, 2015, in accordance with Section 3.2(a) of the Securities Purchase Agreement, dated March 4, 2015 (the "Purchase Agreement"), 6D Global Technologies, Inc., a Delaware corporation ("Buyer"), Topaz Interactive, LLC, an Oregon limited liability company ("Topaz"), and, together with Topaz, (the "Company"), Jason Porath, an individual ("JP"), and Kathrine Topaz, an individual ("KT" and, together with JP, the "Sellers") Pursuant to the Purchase Agreement, the Buyer agreed to purchase from the Sellers, and the Sellers agreed to sell to the Buyer, all of the issued and outstanding membership interests (the "Securities") of the Company. Capitalized terms used in this Release without definition shall have the respective meanings given to them in the Purchase Agreement.

The Sellers acknowledge that execution and delivery of this Release is a condition to the Buyer's obligation to purchase the Securities pursuant to the Purchase Agreement and that the Buyer is relying on this Release in consummating such purchase.

The Sellers, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, in order to induce the Buyer to purchase the Securities pursuant to the Purchase Agreement, hereby agree as follows:

Subject to the limitations set forth below, the Sellers, on behalf of themselves and each of their Affiliates, successors, assigns, beneficiaries and/or personal representatives hereby release and forever discharges the Buyer and the Company and each of their respective individual, joint or mutual, past, present and future representatives, Affiliates, members, controlling persons, subsidiaries, successors and assigns (individually, a "Releasee" and collectively, "Releasees") from any and all claims, demands, obligations (including obligations of Releasees as an obligor and a guarantor), proceedings, actions, causes of action, orders, contracts, agreements, debts, damages, losses, expenses, costs, attorneys' fees and liabilities of any kind whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, in law, equity or otherwise, which the Sellers or any of their Affiliates, successors, assigns, beneficiaries and/or personal representatives now has, has ever had or may hereafter have against any Releasee arising contemporaneously with or prior to the Closing Date or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing Date, including, without limitation, any claims, demands, judgments, actions, causes of action, damages and liabilities arising out of, by reason of, or in connection with, or relating to the subject matter of the direct or indirect ownership or holding of membership interests of the Company or the organization, ownership, operation and business of the Company; provided, however, that nothing herein shall affect (i) any indemnification rights of the Company's officers and directors (relating to claims brought by unrelated third parties for actions taken by such officers and directors in their capacity as such) pursuant to statute or the Company Organizational Documents, (ii) the Company's obligation to pay or provide employee wages, bonuses and benefits currently due or accrued, (iii) any rights of the Sellers under the Purchase Agreement or any of the Ancillary Agreements or (iv) any claims prohibited by applicable law from being included in this Release.

The Sellers hereby irrevocably covenant to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter purported to be released hereby.

Without in any way limiting any of the rights and remedies otherwise available to any Releasee, the Sellers shall, jointly and severally, indemnify and hold harmless each Releasee from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising from or in connection with the Sellers' assertion of any claim or other matter purported to be released pursuant to this Release.

The Sellers acknowledge that they read this Release, that there is absolutely no agreement or reservation not clearly expressed in this Release, that the consideration recited is all that the Sellers are to receive, that this Release shall not be subject to any claim of mistake of fact and that this Release expresses a full and complete settlement of any liability and, regardless of the adequacy of the amount paid, is intended to avoid litigation and so be final and complete.

It is the intention of the Sellers that this Release is and shall be a complete and absolute defense to anything released hereunder. It is understood that the acceptance of this Release and payment of consideration herein recited are not an admission or acknowledgment by any Releasee of any liability whatsoever to the Sellers.

If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by and construed under the laws of the State of New York without regard to principles of conflicts of law (other than New York General Obligations Law Section 5-1401).

Words used herein, regardless of the number and gender specifically used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has executed and delivered this Release as of the date first set forth above.

Jason Porath

Katherine Topaz

Schedule 2.2(a)

Milestones

Milestone #1:

- (A) If during the twelve month period April 1, 2015 to March 31, 2016: the Company's revenue earned per U.S GAAP exceeds \$1,900,000 the Buyer shall issue additional 75,000 shares of Common Stock to the Sellers; and if the Company's earnings before interest and taxes exceeds \$570,000 (provided the company achieves at least a 20% EBIT margin) the Buyer shall issue an additional 75,000 shares of Common Stock to the Sellers;

Milestone #2:

- (B) If during the twelve month period April 1, 2016 to March 31, 2017: the Company's revenue earned per U.S GAAP exceeds \$3,000,000 the Buyer shall issue additional 75,000 shares of Common Stock to the Sellers; and if the Company's earnings before interest and taxes exceeds \$900,000 (provided the company achieves at least a 20% EBIT margin) the Buyer shall issue an additional 75,000 shares of Common Stock to the Sellers.

Milestone #3:

- (C) If during the twelve month period April 1, 2017 to March 31, 2018; the Company's revenue earned per U.S GAAP for exceeds \$5,000,000 the Buyer shall issue additional 50,000 shares of Common Stock to the Sellers; and if earnings before interest and taxes exceeds \$1,500,000 (provided the company achieves at least a 20% EBIT margin) the Buyer shall issue an additional 50,000 shares of Common Stock to the Sellers.

The issuance of shares to be delivered pursuant to this Schedule 2.2(a) shall be made to Sellers in the following ratio: 50 % to JP and 50 % to KT. The Buyer Common Stock.

In milestones outlined in Schedule 2.2(a) above, Seller may earn a pro rata portion of the earn-out provided that Seller achieves at least 80% of the target numbers. For instance, for hitting 85% of a target, Seller would earn 85% of the corresponding earn-out.

With respect to the earn-out numbers set forth herein, Seller shall get credit for all business done by Seller for the milestone periods listed above including business originated by Seller, as long as the Company is active and participates in the entire sales cycle, but contracted or subcontracted to other affiliates within Buyer. Earnings before interest and taxes are subject to a corresponding standard intercompany charge to cover variable costs to perform the services necessary to fulfill the contract from the contracted or subcontracted affiliate. No other charges shall be allocated to the Company for purposes of calculating EBIT without the Sellers' consent.

Buyer will prepare statements calculating the cash payments and share issuances due pursuant to this Schedule 2.2(a) (the “Earnout”) and deliver such statements (each an “Earnout Statement”) to the Sellers within five (5) days of March 31, 2015, 2016 and 2017. If within 30 days following Sellers’ receipt of an Earnout Statement or such shorter time if the Sellers affirmatively state in writing that they accept the Earnout Statement without objection, the Sellers have not given Buyer notice of their objection to the Earnout Statement (such notice must contain a statement of the basis of the Sellers’ objection and the Sellers’ best estimate of the proper amount of the Earnout), then the Earnout shall be paid within five (5) Business Days after the earlier to occur of the expiration of such 30-day period or acceptance of the Earnout Statement by the Sellers.

If the Sellers give such notice of objection, the parties shall use their best efforts to resolve the Earnout dispute. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties.

If the parties cannot resolve the Earnout dispute within fifteen (15) Business Days, then the parties shall designate an Accountant Arbitrator in accordance with the provisions of Section 2.3(b)(ii) to resolve the Earnout dispute and the parties shall pay the Accountant Arbitrator’s fees in accordance with the provisions of Section 2.3(b)(iii). Buyer shall pay the Earnout to Sellers within five (5) Business Days after the Accountant Arbitrator renders its decision.

The parties agree not to make management decisions that would artificially affect (positively or negatively) the amount of the Earnout earned hereunder. To the extent that the Company exceeds the year 1 target for either EBIT or revenue, such excess shall be carried over toward the year 2 calculations. To the extent that the Company exceeds the year 2 target for revenue, such excess shall be carried over toward the year 3 calculations.

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (hereinafter referred to as the “Agreement”), is entered into as of this 18th day of March, 2015, by and among, **6D GLOBAL TECHNOLOGIES, INC.**, a Delaware corporation (the “Buyer”), **SWELLPATH, INC.**, an Oregon corporation (the “Company”) and each of the equityholders of the Company set forth on the signature page hereto (the “Sellers”). (The Buyer, the Company and the Sellers are sometimes hereinafter collectively referred to as the “Parties” and individually as a “Party”).

W I T N E S S E T H

WHEREAS, the Company is principally engaged in the business of providing digital analytics, consulting, website optimization services and digital and social media advertising (the “Business”);

WHEREAS, the Company is an Oregon corporation with 3,663,551 shares of common stock, no par value per share (the “Company Common Stock”) and rights to acquire an aggregate of seven and two tenths (7.2%) percent of the purchase price to be paid by the Buyer for the transactions contemplated herein (the “Rights” and collectively with the Company Common Stock, the “Securities”) issued and outstanding;

WHEREAS, the holders of the Company Common Stock set forth on the signature page hereof (the “Selling Shareholders”) are the record and beneficial owner of all of the shares of the Company Common Stock set forth next to each of the Selling Shareholder’s name on the signature page hereof and the holders of the Rights (“the Rights Holders”) are the record and beneficial holders of the Rights, as set forth next to each Rights Holder’s name on the Signature page hereof;

WHEREAS, the Sellers desire to sell the Securities to the Buyer, and the Buyer desires to purchase the Securities from Sellers, in the manner and subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, on the stated premises and for and in consideration of the foregoing recitals which are hereby incorporated by reference, the mutual covenants and agreements hereinafter set forth and the mutual benefits to the Parties to be derived here from and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1 . 1 Securities Purchase. Subject to the terms and conditions of this Agreement, on the Closing Date, the Sellers shall sell, convey and deliver to Buyer, free and clear of all Encumbrances, and Buyer shall purchase, acquire and accept from the Sellers, all right, title and interest of the Seller, legal and equitable, beneficial and of record, in and to the Securities.

1.2 Purchase Price; Payment of Purchase Price.

(a) Purchase Price. In consideration for the Securities, the Buyer shall pay to the Sellers the following consideration: (i) \$300,000; (ii) 300,000 restricted shares of Buyer's common stock, par value \$0.00001 per share ("Buyer Common Stock"); (iii) up to an additional 300,000 restricted shares of Buyer Common Stock and \$650,000 in cash, in accordance with and subject to the achievement of the performance milestones and other terms set forth in Section 2.2(b)(ii) (subsections (i), (ii) and (iii) collectively, the "Purchase Price") which are hereby incorporated by reference as if set forth herein.

(b) Payments of Purchase Price. The Purchase Price will be paid by Buyer as follows:

(i) At the Closing,

(A) \$300,000, subject to adjustment as set forth in Section 1.3 herein, in cash divided evenly among the Sellers in accordance with their pro rata ownership of the Securities set forth on Schedule 1.2 hereto.

(B) 300,000 shares of Buyer Common Stock (the "Closing Shares") shall be issued to the Sellers in accordance with their pro rata ownership of the Securities set forth on Schedule 1.2 hereto. The Buyer Common Stock shall be delivered to the Sellers on the Closing Date and shall be subject to a one-year lock-up regarding the sale, transfer, conveyance or hypothecation of such Shares, in accordance with the provisions set forth in the Lock-up Agreement set forth as Exhibit 2.2 hereto.

(ii) Up to 300,000 restricted shares of Buyer Common Stock (the "Earnout Shares") and up to \$650,000 in cash (the "Earnout Cash", and together with the Earnout Shares, the "Earnout Consideration") payable in accordance with and subject to the satisfaction of the terms set forth in Section 2.2(b)(iii). Any Earnout Shares issued in accordance with Section 2.2(b)(iii) shall be subject to a one-year lock-up regarding the sale, transfer, conveyance or hypothecation, in accordance with the provisions set forth in the Lock-up Agreement set forth as Exhibit 2.2 hereto.

(iii) Performance Requirement for Earnout Consideration.

(A) If during the twelve month period from April 1, 2015 to March 31, 2016, the revenue actually earned by the Company per U.S GAAP exceeds \$2,750,000, the Buyer shall issue an additional 200,000 shares of Common Stock and cash in the amount of \$350,000 to the Sellers in accordance with their pro rata ownership of the Securities set forth on Schedule 1.2 hereto.

(B) If during the twelve month period from April 1, 2016 to March 31, 2017, the revenue actually earned by the Company per U.S GAAP exceeds \$4,000,000, the Buyer shall issue an additional 100,000 shares of Common Stock and cash in the amount of \$300,000 to the Sellers in accordance with their pro rata ownership of the Securities set forth on Schedule 1.2 hereto;

(iv) In the event the Company fails to meet the milestones set forth in Section 1.2 (iii)(A) and (B) above, the Sellers will earn a pro rata portion of the Earnout Consideration provided that the Company achieves at least: (A) eighty percent (80%) of the revenue requirement; and (B) EBITDA (earnings before interest, taxes, depreciation and amortization) above 12%. In such an event, the Buyer shall issue any Earnout Consideration to the Sellers in the pro rata portion above eighty percent (80%) up to amounts set forth on Sections (iii)(A) and (B) hereof. For instance, for earning 87% of a revenue target, Sellers would earn 87% of the corresponding Earnout Consideration.

(v) Buyer will prepare statements calculating the Earnout Cash payments and Earnout Share issuances due pursuant to this Section 1.2 and deliver such statements (each an "Earnout Statement") to the Sellers within five (5) days of April 30, 2016 and 2017. If within 30 days following Sellers' receipt of an Earnout Statement or such shorter time if the Sellers affirmatively state in writing that they accept the Earnout Statement without objection, the Sellers have not given Buyer notice of their objection to the Earnout Statement (such notice must contain a statement of the basis of the Sellers' objection and the Sellers' best estimate of the proper amount of the Earnout), then the Earnout shall be paid within five (5) Business Days after the earlier to occur of the expiration of such 30-day period or acceptance of the Earnout Statement by the Sellers.

(c) Payment of Funds. All cash payments due to Sellers pursuant to this 1.2 shall be paid by check or wire transfer.

1.3 Working Capital Adjustment. On or before the Closing Date, Sellers and the Company shall deliver to Buyer a certificate of the Company's President or its equivalent (the "Estimated Closing Certificate") setting forth Sellers' calculation of the Estimated Working Capital in reasonable detail and subject to approval by an officer of Buyer;

(i) On or before the Closing Date, the Company and the Buyer shall establish a separate banking account (the “Working Capital Account”) where an amount equal to Estimated Working Capital shall be funded from the cash portion of the Purchase Price, along with the funds used from the collection of the Company’s accounts receivable received following the Closing (the “Collected Funds”) for the purpose of paying all the Company’s Encumbrances and liabilities as set forth on Schedule 2.3 and the Company’s operating expenses (collectively, the “Working Capital Liabilities”) during the sixty (60) day period following the Closing (the “Working Capital Measurement”).

(ii) During the Working Capital Measurement Period, the Company shall first use and apply the Collected Funds to pay the Working Capital Liabilities.

(iii) Following the Working Capital Measurement Period: (A) in the event that Actual Working Capital is less than the Estimated Working Capital (a “Working Capital Surplus”), the Sellers shall be paid that portion of the funds remaining in the Working Capital Account equal to the Estimated Working Capital and the balance of the Working Capital Account shall be paid to Buyer; (B) in the event that Actual Working Capital is greater than the Estimated Working Capital (a “Working Capital Shortfall”) but does not exceed the funds in the Working Capital Account, (if the funds paid for the Company’s operating expenses exceed the Estimated Working Capital,) the amount of the Estimated Working Capital to be paid to the Sellers shall be reduced, dollar for dollar, by such shortfall; and (C) if such Working Capital Shortfall exceeds the funds in the Working Capital Account, the Sellers agree that the Earnout Cash to be paid to the Sellers, if any, will be reduced, dollar for dollar, by such shortfall, (the “Estimated Working Capital Adjustment Amount”).

(iv) All Collected Funds shall remain assets of the Company as of the Closing (the “Accounts Receivable”) and as such receivables are collected they shall be paid in accordance with Section 2.3(a)(iv) hereof and following the Working Capital Measurement Period shall be paid to the Buyer.

(b) True-Up of Adjustment.

(i) Within five (5) days after the Working Capital Measurement Period, Buyer shall deliver to Sellers (A) a certificate of an officer of Buyer (the “Closing Certificate”) setting forth Buyer’s calculation of the Actual Working Capital in reasonable detail, and (B) balance sheets of the Company as of the Closing Date (the “Closing Balance Sheets”), which shall have been prepared in accordance with GAAP and shall fairly present, in all material respects, the consolidated financial position of the Company as of such date.

(ii) Sellers shall have fifteen (15) Business Days from the date on which the Closing Balance Sheets have been delivered to them to raise any objection(s) to the Closing Certificate or the Closing Balance Sheets, by delivery of written notice to Buyer setting forth such objection(s) in reasonable detail (the "Disputed Items"). In the event that Sellers shall not deliver any such objection(s) with respect to the Closing Certificate or the Closing Balance Sheets within such fifteen-day period, then the Closing Certificate shall be deemed final for purposes of this 1.3. In the event that any such objection(s) are so delivered, Buyer and Sellers shall attempt, in good faith, to resolve the Disputed Items and, if they are unable to resolve all of the Disputed Items within fifteen (15) Business Days of delivery of such notice, shall, within five (5) Business Days thereafter (or such earlier date as mutually agreed), designate a nationally recognized firm of independent public accountants, mutually agreeable to Buyer and Sellers (the "Accountant Arbitrator"). In the event that Buyer and Sellers are unable to agree on the Accountant Arbitrator within such five (5) Business Day period, the Accountant Arbitrator shall be designated jointly by the independent accountants of Buyer and Sellers (which may be the Company's present independent accountants) within five (5) Business Days thereafter. The Accountant Arbitrator shall resolve all remaining Disputed Items in accordance herewith within twenty (20) Business Days from the date of its designation. In connection with the foregoing, the Accountant Arbitrator shall be instructed to and must (A) limit its determination(s) only to the remaining Disputed Items, (B) make its determination(s) as to each remaining Disputed Item based upon the application of GAAP and as required by this 1.3 and (C) not assign a value to any remaining Disputed Item greater than the higher value for such Disputed Item claimed by either Buyer or Sellers or less than the lower value for such Disputed Item claimed by either Buyer or Sellers. All determinations by the Accountant Arbitrator shall be final and binding upon Buyer and Sellers for purposes of this 1.3, absent fraud or manifest error.

(iii) Sellers shall pay a portion of the fees and expenses of the Accountant Arbitrator equal to 100% multiplied by a fraction, the numerator of which is the dollar amount of Disputed Items submitted to the Accountant Arbitrator that are resolved in favor of Buyer (that being the difference between the Accountant Arbitrator's determination and Sellers' determination) and the denominator of which is the total dollar amount of Disputed Items submitted to the Accountant Arbitrator (that being the sum total by which Buyer's determination and Sellers' determination differ from the determination of the Accountant Arbitrator). Buyer shall pay that portion of the fees and expenses of the Accountant Arbitrator that Sellers are not required to pay hereunder.

(iv) At such time as the Closing Certificate shall become final in accordance with A(v)(b)(ii), the Estimated Working Capital shall be compared to the Final Working Capital. In the event that the Final Working Capital shall be a number greater than the Estimated Working Capital, Buyer shall pay Sellers an amount equal to such excess split evenly between the Sellers. In the event that the Final Working Capital is less than the Estimated Working Capital, Sellers shall pay Buyer an amount equal to such deficiency.

(v) Any payment to be made pursuant to this 1.3(b) shall be made, within five (5) Business Days from the date that the Closing Certificate is finally determined pursuant to A(v)(b), by wire transfer of immediately available funds (i) if due to Buyer, to an account of Buyer designated in writing and (ii) if due to Sellers, to the Payment Account.

(c) Adjustments for Tax Purposes. Any payments made pursuant to this 1.3(b) shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

(d) Reservation of Rights. Except as otherwise provided in this Agreement, Buyer shall retain all rights and remedies with respect to any breach(es) of any representation(s) and warranty(ies) of the Company and Sellers contained in this Agreement, notwithstanding the existence of any adjustment to the Purchase Price effected in accordance with 1.3.

1.4 Closing. The closing ("Closing") of the transactions contemplated by this Agreement shall take place at the offices of the Company, at 10:00 am, Eastern Time, on the second (2nd) Business Day after all of the closing conditions set forth in Articles VI and VII have been satisfied or waived in writing by each party's respective Board of Directors, or at such other time, date or place as Sellers and the Buyer may mutually agree upon in writing (the "Closing Date").

1.5 Closing Deliverables.

(a) At the Closing, Sellers shall deliver to Buyer the following:

- (i) Certificates representing the Securities, duly endorsed in the name of the Buyer;
- (ii) the Sellers Release, duly executed by each of the Sellers;
- (iii) the Officer's Certificate required by Section 6.2;
- (iv) the certificate of the Secretary of Sellers required by 6.3;
- (v) all Sellers/Company Consents required to be set forth on Schedule 2.26;
- (vi) all of the Transaction Documents, duly executed and delivered by the Sellers;
- (vii) the original Articles of Incorporation of the Company, as amended, together with any and all Organizational Documents, minutes, resolutions and evidence satisfactory to Buyer;
- (viii) the terminations of powers of attorney requested by Buyer;

(ix) duly executed revocations, effective upon the Closing, of corporate account authorizations identified by Buyer prior to the Closing;

(x) evidence that all Encumbrances in respect of the properties and assets of the Company (other than Permitted Encumbrances) have been discharged at or prior to Closing;

(xi) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;

(b) At the Closing, Buyer shall deliver to Sellers the following:

(i) the Closing Cash;

(ii) Certificates representing the Closing Shares, issued in the name of the Sellers;

(iii) the Officer's Certificate required by Section 7.2; and

(iv) the certificate of the Secretary or Assistant Secretary of Buyer required by Section 7.3.

(v) Fully executed Employment Agreement for Adam Ware (the "Employment Agreement") in a mutually agreed upon form attached hereto as Exhibit 1.5(b)(v).

(vi) Fully executed Goodwill Purchase Agreement between the Buyer and Adam Ware in the form attached hereto as Exhibit 1.5(b)(vi)

1 . 6 Closing Events. At the Closing, each of the respective parties hereto shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all stock certificates, officers' certificates, opinions, financial statements, schedules, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered at or prior to the Closing, as may be reasonably requested by the parties hereto and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. If agreed to by the parties, the Closing may take place through the exchange of documents (other than the exchange of stock certificates) by fax, email and/or express courier.

1 . 7 Exemption From Registration. Buyer and the Company intend that the Buyer Shares to be issued pursuant to this Article I hereof will be issued in a transaction exempt from registration under the Securities Act of 1933, as amended ("Securities Act"), by reason of section 4(2) of the Securities Act and/or Rule 506 of Regulation D promulgated by the SEC thereunder.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY AND THE SELLERS

The Company and the Sellers, hereby severally represent and warrant to Buyer, as of the date hereof and as of the Closing Date that the statements contained in this Article II are true and correct to the knowledge of the Company and the Seller.

2.1 Organization. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon. The Company has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business as a foreign entity in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification except where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect (as defined below). The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of the Company's organizational documents. The Company has taken all action required by laws, its Articles of Incorporation (as amended), certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement. The Company has full power, authority, and legal right and has taken or will take all action required by law, its Articles of Incorporation (as amended), and otherwise to consummate the transactions herein contemplated. For purposes of this Agreement, "Company Material Adverse Effect" means a material adverse effect on the assets, business, condition (financial or otherwise) or results of operations of the Company or its subsidiaries taken as a whole.

2.2 Capitalization. All of the issued and outstanding Securities of the Company are duly authorized, validly issued, fully paid, nonassessable and free of all preemptive rights. A Schedule of the Company's current capitalization is set forth on Schedule 2.2 hereto. There are no notes or other indebtedness convertible into any class of the Company's securities, outstanding or authorized options, warrants, rights, agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any of its securities. There are no outstanding or authorized appreciation, phantom or similar rights with respect to the Company. There are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights), of any securities of the Company. To the knowledge of the Company and the Sellers, there are no agreements among other parties, to which the Company or the Sellers are not a party and by which they are not bound, with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. All of the issued and outstanding Securities were issued in compliance with applicable federal and state securities laws.

2.3 Financial Statements.

(a) The Company's unaudited balance sheets of the Company as of December 31, 2014, and the unaudited statements of income, shareholders' equity and cash flows of the Company for the year ended December 31, 2014 (the "Company Balance Sheet Date", collectively the "Company Financial Statements") are attached hereto as Exhibit 2.3. The Company Financial Statements have been prepared from the books and records of the Company in accordance with U.S. Generally Accepted Accounting Principles ("GAAP") applied on a consistent basis throughout the periods covered thereby, fairly present the financial condition, results of operations and cash flows of the Company as of the respective dates thereof and for the periods referred to therein, comply as to form with the applicable rules and regulations of the SEC for inclusion of such the Company Financial Statements in the Buyer filings with the SEC as required by the Securities Exchange Act of 1934 (the "Exchange Act") and are consistent with the books and records of the Company, except as provided in the notes thereto.

(b) The Company has filed all local income tax returns required to be filed by it from its inception to the date hereof. All such returns are complete and accurate in all material respects.

(c) Except as set forth on Schedule 2.3, the Company has no liabilities with respect to the payment of federal, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which the Company may be liable in its own right or as a transferee of the assets of, or as a successor to, any other corporation or entity.

(d) Except as set forth on Schedule 2.3, no deficiency for any taxes has been proposed, asserted or assessed against the Company. There has been no tax audit, nor has there been any notice to the Company by any taxing authority regarding any such tax audit, or, to the knowledge of the Company, is any such tax audit threatened with regard to any taxes or the Company tax returns. The Company does not expect the assessment of any additional taxes of the Company for any period prior to the date hereof and has no knowledge of any unresolved questions concerning the liability for taxes of the Company.

(e) The books and records, financial and otherwise, of the Company are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.

2.4 Disclosure. No representation or warranty by the Company and the Sellers contained in this Agreement, and no statement contained in any document, certificate or other instrument delivered or to be delivered by or on behalf of the Company and the Sellers pursuant to this Agreement or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. The Company and the Sellers have disclosed to Buyer all material information relating to the business of the Company or the transactions contemplated by this Agreement.

2.5 Undisclosed Liabilities. The Company does not have any material liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities shown on the Company Balance Sheets referred to in Section 2.3, (b) liabilities which have arisen since the Company Balance Sheet Date in the Ordinary Course of Business (as defined herein) and (c) contractual and other liabilities incurred in the Ordinary Course of Business which are not required by GAAP to be reflected on a balance sheet. As used in this Agreement, "Ordinary Course of Business" means the ordinary course of the Company's business, consistent with past custom and practice (including with respect to frequency and amount).

2.6 Absence of Certain Changes or Events. Except as set forth in this Agreement or:

(a) except in the Ordinary Course of Business, there has not been (i) any material adverse change in the business, operations, properties, assets, or condition of the Company; or (ii) any damage, destruction, or loss to the Company (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of the Company;

(b) the Company has not (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) not otherwise in the Ordinary Course of Business; (ii) paid any material obligation or liability not otherwise in the Ordinary Course of Business (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company consolidated balance sheet, and current liabilities incurred since that date in the Ordinary Course of Business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights not otherwise in the Ordinary Course of Business; (iv) made or permitted any amendment or termination of any contract, agreement, or license to which they are a party not otherwise in the Ordinary Course of Business if such amendment or termination is material, considering the business of the Company; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock).

2.7 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Company and the Seller, threatened by or against the Company or the Seller, or affecting the Company, or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind.

2.8 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which the Company is a party or to which any of its properties or operations are subject.

2.9 Material Contracts.

(a) Schedule 2.9 sets forth a true list of each of the following Contracts to which the Company is a party or by which it is otherwise bound ("Material Contracts"):

(i) all Contracts that are loan agreements, credit agreements, promissory notes, guaranties, letters of credit or other similar agreements;

(ii) all Contracts that are mortgages, pledges, security agreements or other similar agreements;

(iii) all Contracts concerning the occupancy, management or operation of any Real Property;

(iv) all Contracts that are consulting, outsourcing or other services agreements;

(v) all Contracts that are broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising agreements (whether or not exclusive);

(vi) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(vii) all Contracts providing for a joint venture, partnership arrangement, or other arrangement involving a sharing of profits, losses, costs or liabilities by the Company with a third party, including a joint venture, partnership arrangement or other agreement that will be terminated prior to the Closing or that has been terminated within twelve (12) months prior to the date of this Agreement;

(viii) all Contracts for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any assets of the Company;

(ix) all Contracts that (A) limit or purport to limit the ability of the Company or, to the Knowledge of the Company and Sellers, any key executive of the Company, to compete in any line of business or with any Person or in any geographic area or during any period of time (except with respect to the use of information pursuant to any confidentiality or non-disclosure agreement), (B) require the Company to use any supplier or third party for all or substantially all of the Company's requirements or needs for any product or service in connection with the Business, (C) limit or purport to limit the ability of the Company to solicit customers or clients of the other parties thereto, (D) require the Company to provide to the other parties thereto "most favored nations" pricing or any type of exclusive dealing or other similar arrangement, (E) require the Company to market or co-market any products or services of a third party, or (F) contain any "take-or-pay" provisions or similar arrangements requiring the Company to make a minimum payment for goods or services from third party suppliers irrespective of usage;

(x) all Contracts that provide for the indemnification of any Person or the assumption or guarantee of any Tax, environmental or other Liability of any Person;

(xi) all Contracts that are licenses, sublicenses and other agreements whereby the Company is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any Intellectual Property that is used in or necessary for the Company's current or planned business or operations;

(xii) all Contracts that are licenses, sublicenses and other agreements pursuant to which the Company grants rights or authority to any Person with respect to any Intellectual Property;

(xiii) all Contracts that are employment, severance, change of control, retention and similar agreements and Contracts with independent contractors or consultants (or similar arrangements);

(xiv) all collective bargaining agreements or Contracts with any labor organization, union or association;

(xv) all engagement agreements with attorneys, accountants, investment bankers or other professional advisers;

(xvi) all Contracts with any Governmental Authority;

(xvii) all powers of attorney;

(xviii) all Contracts between the Company and any Affiliated Person pursuant to which any Affiliated Person provides or receives a benefit;

(xix) to the extent not disclosed pursuant to any of the clauses above, all Contracts involving aggregate consideration in excess of \$5,000;

(xx) all other Contracts that are material to the Company or the operation of the Business and not previously disclosed pursuant to this Section 2.19 and

(xxi) all Contracts that are a commitment or agreement to enter into any of the foregoing.

(b) Each Material Contract is valid and binding on the Company, as applicable, in accordance with its terms and is in full force and effect. Neither the Company, nor, to the Company and Sellers' Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been delivered to Buyer. There are no material disputes pending or threatened under any Material Contract, and the Material Contracts are in all respects consistent with Applicable Law and, to the Knowledge of the Company and Sellers, are not the subject of any investigation, inquiry, proceeding or audit by a Governmental Authority.

2.10 Compliance With Laws and Regulations. The Company has complied with all applicable statutes and regulations of any national, county, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of the Company.

2.11 Approval of Agreement. The board of directors of the Company (the "Company Board") and the Sellers will have authorized the execution and delivery of this Agreement by the Company and will have approved the transactions contemplated hereby prior to the Closing. This Agreement has been duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

2.12 Title and Related Matters. The Company has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the Company balance sheet or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the Ordinary Course of Business), free and clear of all liens, pledges, charges, or encumbrances except: statutory liens or claims not yet delinquent; and as described herein.

2.13 Governmental Authorizations. The Company has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby.

2.14 Continuity of Business Enterprises. The Company has no commitment or present intention to liquidate the Company or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

2.15 Ownership. The Sellers are the legal and beneficial owners of 100% of the Company Common Stock, free and clear of any claims, charges, equities, liens, security interests, and encumbrances whatsoever, and the Sellers have full right, power, and authority to transfer, assign, convey, and deliver their respective Securities; and delivery of such Securities at the Closing will convey to Buyer good and marketable title to such Securities free and clear of any claims, charges, equities, liens, security interests, and encumbrances except for any such claims, charges, equities, liens, security interests, and encumbrances arising out of such Securities being held by Buyer.

2.16 Brokers. Neither the Company nor the Seller have entered into any contract with any person, firm or other entity that would obligate the Company, the Seller or Buyer to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

2.17 Subsidiaries and Predecessor Corporations. The Company has no Subsidiaries (a "Subsidiary"). For purposes of this Agreement, a "Subsidiary" shall mean any corporation, partnership, joint venture or other entity in which a Party has, directly or indirectly, an equity interest representing 50% or more of the equity securities thereof or other equity interests therein (collectively, the "Subsidiaries").

2.18 Intellectual Property. The Company owns or has the right to use all Intellectual Property (as defined below) necessary (i) to use, manufacture, market and distribute the products manufactured, marketed, sold or licensed, and to provide the services provided, by the Company to other parties (together, the “Customer Deliverables”) and (ii) to operate the internal systems of the Company that are material to its business or operations, including, without limitation, computer hardware systems, software applications and embedded systems (the “Internal Systems”; the Intellectual Property owned by or licensed to the Company and incorporated in or underlying the Customer Deliverables or the Internal Systems is referred to herein as the “Company Intellectual Property”). Each item of the Company Intellectual Property will be owned or available for use by the Buyer immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. The Company has taken all reasonable measures to protect the proprietary nature of each item of the Company Intellectual Property. To the knowledge of the Company, (a) no other person or entity has any rights to any of the Company Intellectual Property owned by the Company except pursuant to agreements or licenses entered into by the Company and such person in the ordinary course, and (b) no other person or entity is infringing, violating or misappropriating any of the Company Intellectual Property. For purposes of this Agreement, “Intellectual Property” means all (i) patents and patent applications, (ii) copyrights and registrations thereof, (iii) computer software, data and documentation, (iv) trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, (v) trademarks, service marks, trade names, domain names and applications and registrations therefor and (vi) other proprietary rights relating to any of the foregoing.

2.19 Certain Business Relationships With affiliates. Except as set forth on Schedule 2.19 hereto, and except as contemplated by employment agreements, consulting agreements and the agreements contemplated by the Transactions: (i) no affiliate of the Company (a) owns any property or right, tangible or intangible, which is used in the business of the Company, (b) has any claim or cause of action against the Company, or (c) owes any money to, or is owed any money by, the Company.

2.20 Real Property.

(a) The Company does not own any real property.

(b) Schedule 2.20 sets forth each parcel of real property leased by the Company (together with all rights, title and interest of the Company in and to leasehold improvements relating thereto, including security deposits, reserves or prepaid rents paid in connection therewith, collectively, the “Real Property”), and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which the Company holds or uses any Real Property (collectively, the “Leases”). Sellers have delivered to Buyer a true and complete copy of each Lease. With respect to each Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and the Company enjoys peaceful and undisturbed possession of the Real Property;

(ii) The Company is not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and the Company, as applicable, has paid all rent due and payable under such Lease;

(iii) The Company has not received or given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by the Company under any of the Leases and, to the Knowledge of the Company and Sellers, no other party is in default thereof, and no party to any Lease has exercised any termination rights with respect thereto;

(iv) The Company has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof; and

(v) The Company has not pledged, mortgaged or otherwise granted a Encumbrance on its leasehold interest in any Real Property.

(c) The Company has not received any written notice of (i) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to use or operate the Real Property as currently used or operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

(d) The use and operation of the Real Property in the conduct of the Business do not violate in any material respect any Applicable Law, covenant, condition, restriction, easement, license, permit or agreement. The Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

2.21 Accounts Receivable; Inventory.

(a) Schedule 2.21 sets forth a true and complete list of the Company's accounts receivable by customer as of the date of this Agreement as well as the individual aging with respect thereto. All of the accounts receivable of the Company reflected on Schedule 2.21(a) are valid obligations that arose from bona fide transactions and are good and collectible in the Ordinary Course of Business at the recorded amounts thereof, less the amount of the reserves for bad accounts reflected thereon (which reserves have been established in accordance with GAAP on a basis consistent with past practice), and are not subject to any counterclaims or offsets. A true and complete list of the Company's accounts receivable as of the last Business Day immediately preceding the Closing Date, and individual aging with respect thereto, will be added to Schedule 2.21(a) at the Closing. The accounts receivable of the Company required to be added after the date to Schedule 2.21(a) will, as of the date when required to be added, be valid obligations that arose from bona fide transactions and will be good and collectible in the Ordinary Course of Business at the amounts recorded on the books of account of the Company, less the amount of the reserves for bad accounts reflected thereon (which reserves shall have been established in accordance with GAAP on a basis consistent with prior practice), and will not be subject to any counterclaims or offsets.

(b) All Inventory, whether or not reflected in the Interim Balance Sheets, consists of a quality and quantity usable and salable in the Ordinary Course of Business, except for the obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established on the Interim Balance Sheets. All Inventory is owned by the Company free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of the Company.

2.22 Customers and Suppliers. Schedule 2.22 sets forth a true and correct list of the name and gross sales for the six month period ended February 28, 2015 of the Company's ten (10) largest customers (by gross sales) and suppliers of goods or services (by gross purchases) during such period. Neither the Company nor Sellers have received any notice, written or oral, or otherwise has any knowledge or information, that any customer or supplier required to be set forth on Schedule 2.22 intends or expects to terminate, cancel, limit or adversely modify its business relationship with the Company or significantly reduce its level of purchases from, or sales to, the Company in the 12-month period following the Closing Date.

2.23 Insurance. Schedule 2.23 sets forth a true and complete list of all policies of insurance under which the Company or any of their officers or directors (in such capacity) is an insured party, beneficiary or loss payable payee. True and complete copies of all such policies have been previously provided to Buyer. Such policies are in full force and effect. The Company is not in default with respect to any provision contained in any such policy, and the Company has not received or given a notice of cancellation, non-renewal, premium increase or alteration of coverage with respect to any such policy. All premiums due on such insurance policies have either been paid, or if not yet due, accrued. No claims have been made by the Company under any such policy, and no event has occurred and no state of facts exists in respect of which the Company is entitled to make a claim under any such policy.

2.24 Bank Accounts; Credit Cards; Corporate Accounts; and Powers of Attorney. Schedule 2.24 sets forth a true and complete list showing the names of all: (a) banks in which either of the Company has an account or safe deposit box and the names of all Persons authorized to draw thereon and who have access thereto; (b) credit card issuers with whom the Company has an account and the names of all Persons authorized to use such accounts or who have access thereto; (c) cellular telephone, phone card or other corporate accounts with whom the Company has an account and the names of all Persons authorized to use such accounts or who have access thereto; and (d) Persons holding powers of attorney from the Company. There are no automatic, periodic or scheduled withdrawals or debits with respect to any of the bank or corporate accounts required to be set forth on Schedule 2.24.

2.25 Employees

(a) Schedule 2.25 sets forth a true and correct summary of the following information for each current employee of the Company, including each employee on leave of absence, disability or layoff status: name; job title; employment status; current base pay and current bonus target and actual amount of last bonus paid and any change(s) in compensation since January 1, 2014; vacation time accrued; and service years credited for purposes of vesting or eligibility to participate in any Benefit Plan.

(b) The Company does not have any union, collective bargaining, employment, management, severance or consulting agreement or arrangement to which the Company is a party or by which it is otherwise bound.

(c) To the Knowledge of the Company and Sellers, no union or other labor organization is seeking to organize, or to be recognized as, a collective bargaining unit of any group of employees that includes any employees of the Company. There is no pending or, to the Knowledge of the Company and Sellers, threatened representation proceeding or petition, strike, work stoppage, work slowdown, unfair labor practice charge or complaint or other material labor dispute affecting any employee of the Company.

(d) To the Knowledge of the Company and Sellers, no officer or employee of the Company is a party to or is otherwise bound by any agreement or arrangement, including any confidentiality, non-competition or proprietary rights agreement, with any Person (other than the Company) that in any way limits or adversely affects or will limit or affect (i) the performance of his duties as an employee, officer or director of the Company after the Closing or (ii) the ability of the Company to conduct of the Business as presently conducted or any other businesses presently contemplated by the Company to be conducted.

(e) There have not been any employment related claims under Applicable Law, including without limitation, wage and hour claims relating to the Business or the Company in the past six (6) years, nor, to the Knowledge of the Company and Sellers, are there any employment related claims under Applicable Law, including without limitation, wage and hour claims currently threatened against the Company or relating to the Business. There are no facts which would give rise to material Liabilities for violations of any Applicable Law, including without limitation, any wage and hour Law with respect to the Business.

(f) The Company has complied with all employment related Laws in each jurisdiction in which it employs any employees. All former employees of the Company whose employment ended within the last six (6) years were accurately, timely and properly paid all compensation and other benefits earned by those employees through the last day of employment. There is no, and there has not been any in the past six (6) years, any action, claim or proceeding pending, or to the Knowledge of the Company and Sellers, threatened, involving any employee and his or her relationship with the Company. To the Knowledge of the Company, no facts exist which are likely to result in any action, claim or proceeding before any tribunal, investigation by any Governmental Authority, or Liabilities arising out of any employee's relationship or ending of relationship with the Company.

(g) All individuals who performed, are performing or have performed consulting or other services for the Company have been correctly classified as either "independent contractors" or "employees" of the Company, as the case may be, based on the jurisdiction in which such individuals are performing or have performed such services. There are no pending or, to the Knowledge of the Company and Sellers, threatened actions, claims or proceedings against the Company or in connection with the Business by or on behalf of or related to any individuals currently or formerly classified by the Company, as the case may be, as "independent contractors" or consultants. There are no facts which would give rise to material Liabilities for violations of any Applicable Law concerning the classification of individuals performing services for the Company.

(h) The Company is, and has at all times been, in compliance with all applicable immigration Laws in each jurisdiction in which it employs any employees, including without limitation compliance with the requirements under Applicable Law for those individuals to be granted the relevant work permit or employment visa or any other necessary approval before he is or was employed by the Company in such jurisdiction.

(i) The Company has, or will have no later than the Closing Date, paid all accrued salaries, bonuses, commissions, wages and vacation pay and any other benefits and is not liable for any fines or penalties for failure to pay any of the foregoing or other sums due to employees of the Company.

(j) The Company is, and has at all times been, in compliance with all Applicable Law which prohibits discrimination and harassment against employees of the Company.

(k) Each employee of the Company has executed a nondisclosure and assignment-of-rights agreement for the benefit of the Company, as applicable, vesting all rights in work product created in the Company.

(l) To the Knowledge of the Company, no employee of the Company intends to resign following the Closing or the transactions contemplated by this Agreement.

(m) To the Knowledge of the Company, the Company has not entered into any arrangement with any entity such that a joint employer relationship exists. There are no pending or, to the Knowledge of the Company and Sellers, threatened actions, claims or proceedings against the Company or in connection with the Business by or on behalf of or related to any individuals currently or formerly classified by as employees under a "joint employer" theory. There are no facts which would give rise to material Liabilities for violations of any Applicable Law concerning a joint employer relationship between the Company and any third parties.

(n) The Company has in relation to each of its employees (and so far as relevant to each of its former employees) complied with all obligations imposed on it by all Applicable Law and relevant statutes, regulations and codes of conduct and practice affecting its employment of any Persons and all relevant orders and awards made thereunder and has maintained current, adequate and suitable records regarding the service, terms and conditions of employment of each of its employees.

2.26 Consents. Except as set forth on Schedule 2.26, no approval, consent, waiver, exemption, Governmental Order, authorization or other action by, or notice to or filing with, any Governmental Authority or any Person, and no lapse of a waiting period, is required to be obtained by the Company or Sellers in connection with (or in order to permit) the execution, delivery or performance by any of them of this Agreement or any of the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby (collectively, "Sellers/Company Consents").

2.27 Employee Arrangements; ERISA.

(a) Schedule 2.27(a) sets forth a true and complete list of all Benefit Plans (as such term is defined herein). The Company have provided to Buyer the correct and complete copies of the following (where applicable) with respect to each Benefit Plan: (i) all plan documents (or, in the case of any unwritten Benefit Plan, a written summary of the terms of such Benefit Plan); summary plan descriptions, summaries of material modifications, amendments, and resolutions related to such plans; (ii) the most recent determination (or opinion) letters received from the IRS; (iii) the three (3) most recent Form 5500 Annual Reports and summary annual reports; (iv) the most recent audited financial statement and actuarial valuation; and (v) all related administrator, service and vendor agreements, insurance contracts and other agreements which implement each such Benefit Plan.

(b) (i) There has been no “prohibited transaction,” as such term is defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended, and all regulations promulgated thereunder (“ERISA”) and Code Section 4975 with respect to any Benefit Plan, (ii) there are no claims pending (other than routine claims for benefits) or threatened against any Benefit Plan or against the assets of any Benefit Plan, nor are there any current or threatened Encumbrances on the assets of any Benefit Plan, (iii) all Benefit Plans conform to, and in their operation and administration are in all respects in compliance with, the terms thereof and requirements prescribed by any and all Laws (including ERISA and the Code), orders, or governmental rules and regulations currently in effect with respect thereto (including without limitation all applicable requirements for notification, reporting and disclosure to participants or the Department of Labor, IRS or Secretary of the Treasury), (iv) the Company and ERISA Affiliates (as such term is defined herein) have performed all obligations required to be performed by them under, are not in default under or violation of, and, to the Knowledge of the Company and Sellers, there is no default or violation by any other party with respect to, any of the Benefit Plans, (v) each Benefit Plan intended to qualify under Code Section 401(a) and each corresponding trust exempt under Code Section 501 has received or is the subject of a favorable determination or opinion letter from the IRS, and nothing has occurred which may be expected to cause the loss of such qualification or exemption, (vi) all contributions due and payable on or before the Closing Date in respect of any Benefit Plan pursuant to Code Section 412 or otherwise, the terms of the Benefit Plan or any collective bargaining agreement, have been made in full and proper form on or before their due dates, and a reasonable amount has been accrued and provided for in accordance with GAAP in the Company’s Financial Statements for all other contributions or amounts in respect of each Benefit Plan for the periods ending on the Closing Date, and (vii) each Benefit Plan, if any, which is maintained outside of the United States has been operated in all material respects in conformance with the Applicable Law, statutes or governmental regulations and rulings relating to such plans in the jurisdictions in which such Benefit Plan is present or operates and, to the extent relevant, the United States.

(c) No Benefit Plan is an “employee pension benefit plan” (within the meaning of Section 3(2) of ERISA) subject to Title IV of ERISA, and neither the Company nor any ERISA Affiliate has ever partially or fully withdrawn from any such plan. No Benefit Plan is a Multiemployer Plan (as such term is defined in Section 3(37) of ERISA) or “single-employer plan under multiple controlled groups” (as described in Section 4063 of ERISA), and neither the Company nor any ERISA Affiliate has ever contributed to or had an obligation to contribute, or incurred any liability in respect of a contribution, to any Multiemployer Plan. Neither the Company nor any ERISA Affiliate has ever made a complete or partial withdrawal from a Multiemployer Plan resulting in “withdrawal liability” (as such term is defined in Section 4201 of ERISA), without regard to any subsequent waiver or reduction under Section 4207 or 4208 of ERISA.

(d) Each Benefit Plan that is a “group health plan” (within the meaning of Code Section 5000(b)(1)) has been operated in compliance with all Laws applicable to such plan, its terms, and with the group health plan continuation coverage requirements of Code Section 4980B and Sections 601 through 608 of ERISA (“COBRA Coverage”), Code Section 4980D and Sections 701 through 707 of ERISA, Title XXII of the Public Health Service Act and the provisions of the Social Security Act, to the extent such requirements are applicable. No Benefit Plan or written or oral agreement exists which obligates the Company or any ERISA Affiliate to provide health care coverage, medical, surgical, hospitalization, death or similar benefits (whether or not insured) to any current or former employee, director, consultant or agent of the Company or any ERISA Affiliate following such employee’s, director’s, consultant’s or agent’s termination of employment or service with the Company or any ERISA Affiliate, including, but not limited to, retiree medical, health or life benefits, other than COBRA Coverage.

(e) Except as set forth on Schedule 2.27(e), no Benefit Plan is self-funded, self-insured or funded through the general assets of the Company or an ERISA Affiliate. No Benefit Plan which is an employee welfare benefit plan under Section 3(1) of ERISA is funded by a trust or is subject to Code Section 419 or 419A.

(f) No current or former employee, officer, director, consultant, agent or investor of the Company holds, as of the date hereof, any option, warrant or other right to purchase shares of capital stock or membership interests of the Company.

(g) The consummation of the transactions contemplated by this Agreement will not, except as set forth on Schedule 2.27(g), (i) entitle any individual to severance or separation pay, or (ii) directly or indirectly result in an increase to benefits or compensation, acceleration of vesting or acceleration of timing for payment of any benefit or compensation. No payment made or contemplated under any Benefit Plan or other benefit arrangement constitutes an “excess parachute payment” within the meaning of Code Section 280G.

(h) With respect to each Benefit Plan, (i) there are no restrictions on the ability of the sponsor of each Benefit Plan to amend, terminate or assign any Benefit Plan, or any related service, vendor or administrative agreement, insurance policy or contract, or other agreement which implements or otherwise relates to any such Benefit Plan, at any time without penalty or cost, the Company has expressly reserved in itself the right to amend, modify, terminate or assign any such Benefit Plan, or any portion of it, and has made no representations (whether orally or in writing) which would conflict with or contradict such reservation or right; and (ii) the Company has satisfied any and all bond coverage requirements of ERISA. Each Benefit Plan may be transferred by the Company or an ERISA Affiliate to Buyer.

(i) Each Benefit Plan that is a “nonqualified deferred compensation plan” (as defined under Code Section 409A(d)(1)) is identified as such on Schedule 2.27(i), and each such Benefit Plan is currently designed in compliance with Code Section 409A, and has been operated and administered in good faith compliance with Code Section 409A from the period beginning January 1, 2005 through the date hereof.

(j) No Benefit Plan presents any risk of liability to the Company, its assets or stock, including without limitation, a risk of Encumbrance against the Company, its assets or stock whether before or on or after the Closing.

(k) Neither the Company nor any of its ERISA Affiliates, (i) is a party to any written or oral agreement with any current or former employee, director, consultant or agent, the benefits of which are contingent upon, or the terms of which will be materially altered by, the consummation of transactions contemplated by this Agreement, or (ii) has announced or otherwise made a commitment to implement any arrangement in the future that, if implemented, would be a Benefit Plan.

For the purposes of this Section 2.27, “Benefit Plan” means all employee benefit plans (as defined in Section 3(3) of ERISA (the Employee Retirement Income Security Act of 1974, as amended, and all regulations promulgated thereunder)) and all bonus, stock or other security option, stock or other security purchase, stock or other security appreciation rights, incentive, deferred compensation, retirement or supplemental retirement, severance, golden parachute, vacation, cafeteria, dependent care, medical care, employee assistance program, education or tuition assistance programs, insurance and other similar fringe or employee benefit plans, programs or arrangements, and any current or former employment or executive compensation or severance agreements, written or otherwise, which have ever been sponsored, maintained, entered into, contributed to, or required to be contributed to by the Company or an ERISA Affiliate for the benefit of, or relating to, any present or former employees, officers, directors, agents or consultants (and/or their respective dependents and beneficiaries) of the Company or an ERISA Affiliate, or for or as to which the Company or an ERISA Affiliate may be responsible or have any Liability, whether or not subject to ERISA and whether or not legally binding and whether or not terminated.

“ERISA Affiliate” means any trade or business (whether or not incorporated) which is a member of a controlled group or which is under common control with the Company within the meaning of Code Section 414.

2 . 2 8 Equipment. The furniture, fixtures, equipment, vehicles and other items of tangible personal property owned by the Company are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such furniture, fixtures, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The assets owned or leased by the Company are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted. Schedule 2.28 sets forth a true and complete list of each item of equipment owned or leased by the Company having an original purchase price or aggregate lease payments in excess of \$2,500.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Sellers hereby, jointly and severally, represent and warrant to Buyer as follows:

3.1 Authority; Validity.

(a) Sellers have the legal capacity to execute and deliver this Agreement and the Ancillary Agreements to which they are or shall become a party, to perform their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

(b) This Agreement and the Ancillary Agreements to which they shall become a party have been (or will be) duly executed and delivered by Sellers and are or, when executed and delivered by Sellers, will be the valid and binding obligations of Sellers, enforceable against Sellers in accordance with their respective terms, except to the extent that enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or similar Laws.

3.2 No Conflicts. Neither the execution and delivery by Sellers of this Agreement and the Ancillary Agreements to which he shall become a party, nor the consummation of the transactions contemplated hereby or thereby, nor the performance by Sellers of their obligations hereunder or thereunder, shall (a)(i) conflict with, or result in any breach or default (or would constitute a default but for any requirement of notice or lapse of time or both) under, or (ii) give rise to a right of termination, cancellation or acceleration of any obligation or to a loss of a benefit under, or (iii) give any Person any right to purchase or sell assets or securities from or to the Company or to exercise any remedy or modify any obligation or term, pursuant to any agreement, contract, note, mortgage, indenture, lease, sublease, instrument, permit, concession, franchise or license to which either of the Company is a party or by which the Company or any of their respective properties or assets may be bound or affected, or (iv) result in the creation or imposition of any Encumbrance on any of the assets or properties of the Company, or (v) to the knowledge of Sellers, interfere with or otherwise adversely affect the ability of Buyer, the Company to carry on the Business, or (vi) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give rise to any right to revoke, suspend, terminate or modify any Permit or (b) conflict with or result in a violation of any Law applicable to Sellers.

3.3 Security Ownership. The Sellers are the sole record and beneficial owners of the Securities and the Securities are free and clear of all restrictions on transfer (other than restrictions of general applicability under the Securities Act and state securities Laws), Encumbrances and Taxes. Sellers are not a party to any option, warrant, right, agreement or commitment providing for the disposition or acquisition of any Securities (other than this Agreement) or any other capital stock or securities of the Company. Sellers are not a party to (or has irrevocably terminated) any voting trust, proxy or other agreement or understanding with respect to the transfer or voting of any Securities. The resale of such Securities by Sellers as provided herein shall, upon the Closing, vest Buyer with good and marketable title to the Securities, free and clear of all Encumbrances.

3.4 Legal Proceedings. There are no Actions pending or, to Sellers' knowledge, threatened against Sellers or any Affiliate of Sellers that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

3.5 Information on Sellers. Sellers are experienced in investments and business matters, have made investments of a speculative nature and have purchased securities of United States publicly-owned companies in private placements in the past and, with their representatives, have such knowledge and experience in financial, tax and other business matters as to enable Sellers to utilize the information made available by Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed acquisition of the Buyer Common Stock, which represents a speculative investment. Sellers have the authority and are duly and legally qualified to purchase and own the Buyer Common Stock. Sellers are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof.

3.6 Restricted Securities. Sellers understand that the shares of Buyer Common Stock to be issued hereunder have not been and will not be registered under the 1933 Act and Sellers will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Buyer Common Stock unless pursuant to an effective registration statement under the 1933 Act, or unless an exemption from registration is available.

ARTICLE IV
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF BUYER

Buyer represents and warrants to the Company that the statements contained in this Article III are true and correct:

4 . 1 Organization; Authority; No Conflicts. Buyer is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Buyer's Certificate of Incorporation or bylaws. Buyer has taken all action required by law, its Articles of Incorporation, its bylaws, or otherwise to authorize the execution and delivery of this Agreement, and Buyer has full power, authority, and legal right and has taken all action required by law, its Certificate of Incorporation, bylaws, or otherwise to consummate the transactions herein contemplated.

4 . 2 Buyer Common Stock. The Buyer Common Stock to be delivered pursuant to this Agreement has been duly authorized and, when issued, will be validly issued, fully paid and nonassessable.

4.3 Securities Act and Exchange Act Filings. Buyer has made available to the Company and the Sellers complete and accurate copies, as amended or supplemented, of all reports filed by Buyer under Section 13 or 15(d) of the Exchange Act and all proxy or information statements filed by Buyer under subsections (a) or (c) of Section 14 of the Exchange Act with the SEC since October 1, 2014 (such documents are collectively referred to herein as the "Buyer Reports"). The Buyer Reports constitute all of the documents required to be filed by Buyer under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act with the SEC from October 1, 2014 through the date of this Agreement. Buyer Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder when filed.

4 . 4 Brokers. Buyer has not entered into any contract with any person, firm or other entity that would obligate the Company, the Sellers or Buyer to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

ARTICLE V
SPECIAL COVENANTS

5 . 1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer, the Company shall, and Sellers shall cause the Company to, conduct the Business diligently and in the Ordinary Course of Business and use reasonable best efforts to maintain and preserve intact their current organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Company. Without limiting the foregoing, from the date hereof until the Closing Date, the Company shall, and Sellers shall cause the Company to:

- (a) preserve and maintain all Permits required for the conduct of the Business as currently conducted;
- (b) pay debts, Taxes and other obligations when due;
- (c) continue to collect accounts receivable and pay accounts payable in a manner consistent with past practice, without discounting accounts receivable;
- (d) maintain their properties and assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (e) continue in full force and effect without modification all insurance policies;
- (f) defend and protect their properties and assets from infringement or usurpation;
- (g) perform all of their obligations under all Contracts;
- (h) maintain their books and records in accordance with past practice;
- (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of their properties and other assets;
- (j) not take or permit any action that would cause any of the changes, events or conditions described in Section 2.6 to occur;
- (k) not waive any statute of limitations in respect of Taxes or execute or file with any Governmental Authority any agreement extending the period of assessment or collection of any Taxes;
- (l) not change any method of accounting for Tax purposes;
- (m) not adopt a taxable year other than the calendar year;
- (n) not enter into any “closing agreement,” as described in Code Section 7121 (or any corresponding provision of state, local or foreign Tax Law);

(o) not make any payments, become obligated to make any payments, or become a party to any plan, program or agreement that could obligate any of them to make any payments, separately or in the aggregate, that would (i) not be fully deductible under Code Section 280G or Code Section 162(m) or; (ii) constitute a nonqualified deferred compensation plan subject to Code Section 409A; and

5.2 No Solicitation of Other Bids.

(a) Neither the Company nor Sellers shall, and neither shall not authorize or permit any of their respective Affiliates to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal, as that term is defined herein; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Company and Sellers shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of their and their Affiliates' Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Securities or the Business or a material portion of the Company's assets (other than the sale of inventory in the Ordinary Course of Business).

(b) In addition to the other obligations under this Section 5.2, the Company and Sellers shall promptly advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) The Company and Sellers agree that the rights and remedies for noncompliance with this Section 5.2 shall include having such provision specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

5.3 Notice of Certain Events.

(a) From the date hereof until the Closing, the Company and Sellers shall promptly notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (B) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Article VI to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any matter hereafter arising or discovered that, if existing or known at the date of this Agreement or on the Closing Date, would have been required to be disclosed in the Disclosure Schedules, including any Actions commenced or, to Sellers' Knowledge, threatened against, relating to or involving or otherwise affecting the Company, the Securities or the Business or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information pursuant to this Section 5.2 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Company or Sellers in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

5.4 Reasonable Best Efforts. Each of the parties shall act in good faith and use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary or advisable to consummate the transactions contemplated by this Agreement as soon as reasonably practicable. If all of the conditions to a party's obligation to close hereunder shall have been satisfied, such party shall diligently proceed to close. Without limiting the foregoing, Sellers shall, and shall cause their respective Affiliates to: (a) use their reasonable best efforts to obtain, on or prior to the Closing, all Company/Sellers Consents and waivers and provide all necessary notices to, and make all filings with and applications and submissions to, any Governmental Authority or Person required for the consummation of the transactions contemplated by this Agreement as promptly as reasonably practicable; provided, however, that to the extent that any of such Sellers/Company Consents are not obtained by the Closing Date, Sellers shall continue to use their reasonable best efforts thereafter to obtain them; (b) provide all such information concerning such party and its officers, directors, employees, trustees and Affiliates as may be necessary or reasonably requested by another party in connection with the foregoing; and (c) avoid the entry of, or have vacated or terminated, any Governmental Order that would restrain, prevent or materially delay the consummation of the transactions contemplated by this Agreement, including defending through litigation any claim asserted in any court by any Governmental Authority or other Person.

5.5 Investigation by Buyer. From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Buyer may make such investigations of the properties, offices and operations of the Company and such audit of the financial condition of the Company as it deems necessary or advisable in connection with the transactions contemplated hereby, including, without limitation, any investigations enabling it to familiarize itself with such properties, offices, operations, financial condition and employees; such investigations shall not, however, affect or limit the Company's or Sellers' representations, warranties and agreements hereunder. The Company and Sellers shall fully cooperate with such investigations and shall permit Buyer to have reasonable access to the premises and to all books and records, Contracts and Tax Returns of the Company, and Buyer shall have the right to make copies thereof and excerpts therefrom. In connection with such review, Buyer and its Representatives may contact and communicate with key employees, suppliers, customers, lenders and creditors of the Company. The Company and Sellers shall timely furnish Buyer with such financial and operating data and other information with respect to the Company and its operations as Buyer may from time to time reasonably request.

5.6 Further Assurances. From time to time on and after the Closing Date, and without any further consideration, Sellers shall, and shall cause its Affiliates to, execute and deliver such other instruments of conveyance, assignment, transfer and delivery and take such other actions as Buyer may reasonably request in order more effectively to transfer to and to place Buyer in possession or control of, all of the rights, properties, assets and businesses intended to be transferred hereby, to assist in the collection and enforcement of any and all such rights, properties and assets and to enable Buyer to exercise and to enjoy all of the rights and benefits of the Company with respect thereto.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

6.1 Accuracy of Representations; Performance. The representations and warranties made by the Company and the Sellers in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement), and the Company and the Sellers shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company and the Sellers prior to or at the Closing. Buyer may request to be furnished with a certificate, signed by a duly authorized officer of the Company and the Sellers and dated the Closing Date, to the foregoing effect.

6 . 2 Officer's Certificates. Buyer shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of the Company to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of the Company threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed herein, by or against the Company which might result in any material adverse change in any of the assets, properties, business, or operations of the Company.

6 . 3 Incumbency Certificate. Buyer shall have received certificates, dated the Closing Date and executed by the Secretary of the Company, certifying the incumbency and signatures of the officers of the Company authorized to act on behalf of the Company in connection with the transactions contemplated hereby and attaching and certifying as true and complete copies of (i) the resolutions duly adopted by the Board of Directors of the Company authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (ii) the Company's Organizational Documents, all as may have been amended up through the Closing Date.

6 . 4 No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of the Company, nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations.

6.5 Other Items.

(a) Certificates of Status. Buyer shall have received certificates from the Secretary of State of the State of Oregon stating that the Company has filed their most recent annual reports, have not filed a certificate of dissolution or withdrawal and is in good standing in each such jurisdiction.

(b) Consents. All Sellers/Company Consents required to be set forth on Schedule 2.26 shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing.

(c) Governmental Approvals. No injunction or decree prohibiting or materially restricting or delaying the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in force.

(d) Transaction Documents. Buyer shall have received all of the Transaction Documents including the Ware Employment Agreement, Goodwill Purchase Agreement and Lock-Up Agreement, duly executed and delivered by Sellers parties thereto (other than Buyer).

(e) Stock Certificates. Buyer shall have received evidence satisfactory to Buyer that the Securities have been transferred to Buyer effective as of the Closing Date;

(f) Account Revocations. On or before the Closing Date, Buyer shall have received duly executed revocations, effective upon the Closing, of corporate account authorizations identified by Buyer prior to the Closing.

(g) Encumbrances. The Company shall have delivered satisfactory evidence that all Encumbrances in respect of the properties and assets of the Company (other than Permitted Encumbrances) shall be discharged at or prior to Closing.

(h) Other Closing Deliveries. Buyer shall have received at or prior to the Closing such other documents, instruments and certificates as Buyer may reasonably request in order to effectuate the transactions contemplated hereby.

(i) Legal Opinion. The Buyer shall have received an opinion of counsel to the Company and the Sellers, substantially in the form of Exhibit 6.5(j) hereto.

ARTICLE VII

CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY AND THE SELLERS

The obligations of the Company under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

7.1 Accuracy of Representations; Performance. The representations and warranties made by the Buyer in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and Buyer shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing. The Company shall have been furnished with a certificate, signed by a duly authorized executive officer of Buyer and dated the Closing Date, to the foregoing effect.

7.2 Officer's Certificate. The Company shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized executive officer of the Buyer to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of the Buyer threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement.

7.3 Incumbency Certificate. Company shall have received certificates, dated the Closing Date and executed by the Secretary of the Buyer, certifying the incumbency and signatures of the officers of the Buyer authorized to act on behalf of the Buyer in connection with the transactions contemplated hereby and attaching and certifying as true and complete copies of (i) the resolutions duly adopted by the Board of Directors of the Buyer authorizing and approving the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (ii) the Buyer's Organizational Documents, all as may have been amended up through the Closing Date.

7.4 No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of the Buyer nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of Buyer.

7.5 Other Items.

(a) Governmental Approvals. No injunction or decree prohibiting or materially restricting or delaying the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in force.

(b) Purchase Price; Stock Certificates. Buyer shall have delivered the Purchase Price in accordance with 1.2 and the stock certificates for the Buyer Common Stock.

(c) Transaction Documents. Sellers shall have received the Ware Employment Agreement, the Goodwill Purchase Agreement and the Lock-up Agreement, duly executed and delivered by Buyer.

ARTICLE VIII TERMINATION

8.1 This Agreement may be terminated by either the Company's Board or the Buyer's Board at any time prior to the Closing Date if: (i) there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the exchange contemplated by this Agreement; (ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of such board of directors, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed with the exchange; (iii) there shall have been any change after the date of the latest Balance Sheets of the Company, in the assets, properties, business, or financial condition of the Company, which could have a materially adverse affect on the value of the business of the Company, except any changes disclosed herein, as the case may be, dated as of the date of execution of this Agreement. In the event of termination pursuant to this Section 8.1, no obligation, right, or liability shall arise hereunder, and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions herein contemplated; or (iv) the Closing Date shall not have occurred by April 30, 2015.

8.2 This Agreement may be terminated at any time prior to the Closing by action of the Buyer's Board if the Company or the Sellers shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of the Company or the Sellers contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for seven days after notice of such failure is provided to the Company or the Sellers. If this Agreement is terminated pursuant to Section 8.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

8.3 This Agreement may be terminated at any time prior to the Closing by action of the Company's Board if the Buyer shall fail to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of Buyer contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for seven days after notice of such failure is provided to the Buyer. If this Agreement is terminated pursuant to this Section 8.1, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

ARTICLE IX NON-COMPETITION; CONFIDENTIALITY

9 . 1 No Competing Interests. Sellers hereby represent and warrant to Buyer that neither they nor any of their Affiliates have any ownership or other interest in any business or activity that competes or can reasonably be expected to compete, directly or indirectly, with the Business. Sellers hereby represents and warrants to Buyer that neither they nor any of their Affiliates have or share with the Company any ownership or similar interest in any asset or property (including any intellectual property) that is being (or has been in the past 12-month period) used in connection with the operation of the Business.

9 . 2 Non-Solicitation. During the twenty-four (24) months following the Closing the ("Restricted Period"), Sellers shall not, directly or indirectly, hire, engage, offer to hire, divert, entice away, solicit or in any other manner persuade or attempt to persuade (a "Solicitation") any Person who is, or was, at any time within the twelve (12) month period prior to such Solicitation, an officer, director, employee, agent, licensor, licensee, customer, or supplier of Buyer, the Company's to discontinue, terminate or adversely alter his or its relationship therewith.

9 . 3 Non-Disruption. During the Restricted Period, Sellers shall not, directly or indirectly, interfere with, disrupt or attempt to disrupt any present or prospective relationship, contractual or otherwise, between Buyer or any of its Affiliates, on the one hand, and any of its customers, contractees, suppliers or employees, on the other hand.

9 . 4 Non-Disparagement. From and after the Closing Date, Sellers shall not at any time, directly or indirectly, disparage or make any statement or publication that is intended to or has the effect of disparaging, impugning or injuring the reputation or business interests of the Company or Buyer and any of its Affiliates or any of their respective products, services, officers or employees regardless of any perceived truth of such statement or publication.

9 . 5 Confidentiality. From and after the Closing Date, Sellers shall not at any time, directly or indirectly, use, exploit, communicate, disclose or disseminate any Confidential Information in any manner whatsoever (except disclosure to their personal financial or legal advisors and as may be required under legal process by subpoena or other court order; provided, that Sellers shall take reasonable steps to provide Buyer with sufficient prior written notice in order to contest such requirement or order).

9.6 Remedies Upon Breach. Sellers acknowledge and agree that: (a) Buyer (and the Company) would be irreparably injured in the event of a breach by Sellers of any of the obligations under this Article IX; (b) monetary damages would not be an adequate remedy for such breach; (c) Buyer (and the Company) shall be entitled (without the need to post any bond) to injunctive relief, in addition to any other remedy that they may have, in the event of any such breach; and (d) the existence of any claims that Sellers may have against Buyer (or the Company), whether under this Agreement, any Ancillary Agreement or otherwise, shall not be a defense to (or reason for the delay of) the enforcement by Buyer (and the Company) of any of their rights or remedies under this Agreement.

ARTICLE X INDEMNIFICATION

1 0 . 1 Indemnification by the Company and the Sellers. The Company and the Sellers, and each of them, hereby agree to defend and indemnify Buyer and each of the officers, agents and directors of Buyer as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in Article II or any breach of the terms of this Agreement or any of the Transaction Documents. The indemnification provided for in this Section 10.1 shall survive the Closing and consummation of the transactions contemplated hereby and shall survive the termination of this Agreement pursuant to Section Article VIII.

10.2 Indemnification by Buyer. Buyer hereby agrees to defend and indemnify the Sellers as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in Article III. The indemnification provided for in this Section 10.2 shall not survive the Closing and consummation of the transactions contemplated hereby, but shall survive the termination of this Agreement pursuant to Article VIII.

ARTICLE XI MISCELLANEOUS

11.1 Expenses. Buyer and Sellers shall pay their own costs and expenses, including the fees and disbursements of any counsel and accountants retained by them, incurred by them in connection with the preparation, execution, delivery and performance of this Agreement, the Ancillary Agreements and the transactions contemplated hereby or thereby, whether or not the transactions contemplated hereby or thereby are consummated.

11.2 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of a signed counterpart of this Agreement by facsimile, email or other electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.3 Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission, delivered by a recognized overnight courier or express mail service for next Business Day delivery (and requiring proof of delivery or receipt) or posted in the United States mail by registered or certified mail, with postage pre-paid, return receipt requested, and shall be deemed given when so delivered personally, sent by facsimile transmission with electronic confirmation of receipt, the next day after delivered to such overnight courier or express mail service or three (3) Business Days after the date of mailing, as follows:

(a) If to Buyer (and following the Closing, the Company) to:

6D Global Technologies, Inc.
17 State Street, Suite 2550
New York, NY 10004
Attn: Tejune Kang, CEO
Tel. No.: 646- 681-4900
Fax No.: _____

with a copy to
(which shall not constitute notice):

Kane Kessler, P.C.
1350 Avenue of the Americas
New York, NY 10019
Attn: Peter Campitiello, Esq.
Tel. No.: 212 519-5109
Fax No.: 212-245-3009

(b) If to Sellers (and prior to the Closing, the Company): with a copy to
(which shall not constitute notice):

SwellPath, Inc.

[_____]

[_____]

[_____]

Attn: Adam Ware

Tel. No.: _____

Fax No.: _____

Tel. No.: _____

Fax No.: _____

Any party may, by notice given in accordance with the provisions of this Article XIII to the other parties, designate another address or individual for receipt of notices hereunder.

11.4 Amendments; Waivers. This Agreement may be amended or modified at any time and any provision(s) waived, but only by a written instrument executed by all of the parties.

11.5 Entire Agreement. This Agreement and the Ancillary Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersede all prior term sheets, agreements and understandings, oral and written, between the parties with respect to the subject matter hereof and thereof. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Agreements, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

11.6 Assignment. This Agreement may not be assigned by the Company or Sellers without the prior written consent of Buyer; provided, however, that Buyer may assign or delegate any or all rights or obligations hereunder to an Affiliate; and provided, further, that Buyer may assign or delegate any or all of its rights or obligations hereunder, including its rights under Article XI to any subsequent purchaser of the Business, the Company, Buyer or all or substantially all of Buyer's, the Company's assets.

11.7 Binding Effect; Benefits. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Except as provided in Article X, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Agreement.

11.8 Severability. If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable (including but not limited to Article X), (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

11.9 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11.10 Governing Law; Submission to Jurisdictions; Waiver of Jury Trial

(a) This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof that would result in the application of the law of any other jurisdiction). The parties hereto hereby consent to the jurisdiction of the federal and New York State courts located in Manhattan (NYC) and agree that service of process by certified mail, return receipt requested, shall, in addition to any other methods permitted by Applicable Law, constitute personal service for all purposes.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS ARTICLE XI(b).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first above-written.

6D GLOBAL TECHNOLOGIES, INC.

By: _____
Name: Tejune Kang
Title: Chief Executive Officer

SWELLPATH, INC.

By: _____
Name: Adam Ware
Title: President, CEO

SELLERS

SELLING SHAREHOLDERS

Name: ADAM WARE
Shares: 2,940,000

Name: JOHN KOENIG
Shares: 723,551

RIGHT HOLDERS

Name: MICHAEL ARNESEN
Rights Percentage: 1.15%

Name: KATHERINE SASCHE
Rights Percentage: 1.15%

Name: MICHAEL WIENICK
Rights Percentage: 3.75%

Name: PETER RACHOR
Rights Percentage: 1.15%

The following schedules have been omitted from this Agreement pursuant to Item 601(b)(2) of Regulation S-K:

1. Schedule 1.2 – Pro Rata Ownership
 2. Schedule 2.3 – Tax Deficiencies, Claims, and Liabilities
 3. Schedule 2.2 – Capitalization Table
 4. Schedule 2.9 – Material Contracts
 5. Schedule 2.19 – Certain Business Relationships With affiliates
 6. Schedule 2.20 – Real Property
 7. Schedule 2.21 – Accounts Receivable; Inventory
 8. Schedule 2.22 – Customers and Suppliers
 9. Schedule 2.23 – Insurance
 10. Schedule 2.24 – Bank Accounts; Credit Cards; Accounts; and Power of Attorney
 11. Schedule 2.25 – Employees
 12. Schedule 2.26 – Consents
 13. Schedule 2.27 – Employee Arrangements; ERISA
 14. Schedule 2.28 – Equipment
 15. Schedule 4.16(a) – Form of Warranty
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GOODWILL PURCHASE AGREEMENT

THIS GOODWILL PURCHASE AGREEMENT dated as of the 20th day of March 2015 (this "Agreement") is by and between 6D Global Technologies, Inc., a Delaware corporation (the "Buyer"), and Adam Ware, a resident of the State of Oregon (the "Seller", and together with the Buyer the "Parties"). Capitalized terms used and not defined herein shall have the meaning set forth in the Securities Purchase Agreement (defined below).

RECITALS

WHEREAS, the Seller independently developed, and is the owner of certain intellectual property, know-how, close business relationships, goodwill, trade secrets, processes, methods, research records, knowledge and other information related thereto (the "Goodwill"), used in connection with the business of providing digital analytics, consulting, website optimization services and digital and social media advertising (the "Business") which the Buyer is acquiring from SwellPath, Inc., an Oregon corporation (the "Buyer"); and

WHEREAS, the Seller desires to sell to the Buyer the Goodwill and the Buyer desires to acquire the Goodwill, upon the terms, in the manner and subject to the conditions hereinafter set forth.

WHEREAS, the Seller is not subject to any noncompetition or similar restrictive covenant relating to the ownership, use or assignment of the Goodwill;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations and warranties contained in this Agreement, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I.
PURCHASE AND SALE OF THE GOODWILL**

1.1. The Closing. The sale and transfer of the Goodwill and the consummation of all of the other transactions contemplated by this Agreement (the "Closing") shall occur simultaneously upon the execution of this agreement and the Securities Purchase agreement of even date herewith the "Closing Date"). At the Closing, the Seller and the Buyer shall exchange certificates, instruments and other documents required to be delivered under Article VI hereof.

1.2. Purchase and Sale of the Goodwill. At the Closing, the Seller shall sell, assign and transfer to the Buyer, free and clear of all liens, pledges, security interests, mortgages, claims, debts, charges, agreements or other encumbrances or restrictions on transfer of any kind whatsoever (collectively, the "Encumbrances"), all of the Goodwill. The Goodwill shall include, but not be limited to, all of Seller's rights and interests in its: (a) licenses and permits, which may require consent to assignment; (b) patents, trademarks, copyrights and all other intellectual property, which may require consent to assignment; (c) know how and trade secrets; (d) goodwill; and (e) copies of all files, books and records related thereto. If the Seller has any rights in or to the Goodwill that cannot be assigned and transferred to the Buyer, the Seller hereby irrevocably and unconditionally waives the enforcement of such rights and all claims and causes of action of any kind as to the Goodwill against the Buyer, and its designees with respect to such rights.

ARTICLE II. CONSIDERATION FOR TRANSFER

2.1. Purchase Price. The purchase price (the "Purchase Price") shall consist of cash in the amount of \$300,000 to be delivered at the Closing.

2.2. Allocation of Purchase Price. The Purchase Price has been allocated among the Goodwill consistent with the requirements of Section 1060 and the regulations promulgated thereunder. The parties agree to complete jointly and to file separately Form 8594 with its federal income tax return consistent with such allocation for the tax year in which the Closing occurs.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE SELLER

For purposes hereof, "Seller's knowledge" or "the best of the Seller's knowledge" shall mean the knowledge of the Seller and any manager, officer and/or employee of the Seller, and shall include information which such individuals actually knew or should have known through the performance of the duties of such individuals in a manner that is customary in the industry including the Business. The Seller represents and warrants to the Buyer, as of the date hereof (except as to any representation or warranty which specifically relates to an earlier date), and as of the moment immediately prior to Closing, as follows:

3.1. Authorization. The Seller has full power and authority to perform the transactions contemplated by this Agreement. The Seller's execution and delivery of this Agreement and the Transaction Documents and its performance of the transactions contemplated herein have been duly authorized by the Seller. This Agreement and the Transaction Documents have been duly and validly executed and delivered by the Seller and constitute legal, valid and binding obligations of the Seller, enforceable in accordance with their terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency or similar laws relating to creditors' rights and remedies generally.

3.2. No Violation. Neither the execution nor delivery of this Agreement or the Transaction Documents by the Seller and the performance of the Seller's obligations hereunder and thereunder, nor the purchase and sale of the Goodwill, will not: (a) constitute a default (with or without due notice or lapse of time or both) under, or permit the termination of, or require the consent of any other party to, or result in the acceleration of, or entitle any party to accelerate any obligation under, or result in the loss of any benefit under, any agreement to which the Seller is a party, or give rise to the creation of any Encumbrance upon any of the Goodwill; or (b) violate any order, writ, judgment, injunction, decree, statute, law, rule, regulation or ordinance of any court or governmental, quasi-governmental or regulatory department or authority ("Governmental Authority") applicable to the Seller or the Goodwill.

3.3. Ownership. All of the Goodwill is owned, and immediately prior to the Closing will be owned, by the Seller, free and clear of all liens, encumbrances, claims, options, security interests, calls and commitments of any kind. The Seller each have full legal right, power and authority to enter into this Agreement and to sell, assign and transfer the Goodwill to the Buyer and, on the Closing Date, the sale and assignment of the Goodwill to the Buyer hereunder will transfer to the Buyer valid title thereto, free and clear of all liens, encumbrances, claims, options, security interests and commitments of any kind.

3.4. Consents and Approvals. Except as listed on Schedule 3.4 hereto, no filing or registration with, no notice to, and no permit, authorization, consent or approval of any Governmental Authority or any other person is necessary for the Seller to execute and deliver this Agreement and the Transaction Documents, including all contract and lease assignments or to enable the Buyer after the Closing to continue to conduct the Business as presently conducted.

3.5. Litigation. There is no action, dispute, suit, litigation, hearing, inquiry, proceeding, arbitration or investigation pending or threatened against the Seller or any of his properties, assets or rights, before any court, arbitrator or Governmental Authority, nor is there any judgment, decree, injunction, rule or order of any court, arbitrator or Governmental Authority outstanding against, and unsatisfied by, the Seller (any of the foregoing being herein referred to as "Existing Litigation"), nor does the Seller know of any fact or condition which could reasonably be expected to serve as a basis for the assertion of any such action, suit, inquiry, judicial or administrative proceeding, arbitration or investigation. There is no action, suit, proceeding or investigation by any Seller pending or that the Seller intends to initiate or is considering initiating.

3.6. Brokers' Fees and Commissions. The Seller has not employed any investment banker, broker, finder or intermediary, and no fee or other commission is owed to any third party, in connection with the transactions contemplated herein.

3.7. Proprietary Rights. Set forth in Schedule 3.7 of the Disclosure Schedule is a complete and accurate list of all patents, registered copyrights, trademarks, trade names, trade secrets and all other intellectual property in which the Seller has proprietary rights and which relates to the Goodwill (hereinafter referred to as the "Proprietary Rights") and all licenses, sublicenses or other agreements with respect thereto. The Seller owns all of the Proprietary Rights and to the best of Seller's knowledge, the use of such Proprietary Rights does not infringe upon the rights of any other person or entity. The Seller has not received any notice of a claim of such infringement nor was any such claims the subject of any action, suit or proceeding involving the Seller. The Seller has no knowledge of any infringement or improper use by any third party of the Proprietary Rights, nor has the Seller instituted any action, suit or proceeding in which an act constituting an infringement of any of the Proprietary Rights was alleged to have been committed by a third party.

3.8. Untrue or Misleading Statements. No representation or warranty contained in this Article III contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or necessary in order to make the statements herein, in light of the circumstances under which they are made, not misleading.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Seller, as of the date hereof (except as to any representation or warranty which specifically relates to an earlier date) and immediately prior to Closing, as follows:

4.1. Organization and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, with all requisite power and authority and legal right to own assets, to lease properties, and to conduct its business as presently conducted.

4.2. Authorization. The Buyer has full corporate power and authority to execute and deliver this Agreement and the Related Agreements and to consummate the transactions contemplated herein. The execution and delivery of this Agreement and the Transaction Documents by the Buyer and the performance by the Buyer of its obligations hereunder have been duly authorized by all requisite corporate action. This Agreement and the Transaction Documents have been duly and validly executed and delivered by the Buyer and constitute the legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with their terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, or similar laws relating to creditors' rights and remedies generally.

4.3. No Violation. Neither the execution and delivery of this Agreement and the Transaction Documents by the Buyer, nor the performance by the Buyer of its obligations hereunder, will: (a) violate or result in any breach of any provision of the Buyer's certificate of incorporation or by-laws; or (b) violate any order, writ, judgment, injunction, decree, statute, rule or regulation of any court or Governmental Authority applicable to the Buyer.

4.4. Consents and Approvals. No filing or registration with, no notice to and no permit, authorization, consent or approval of any third party or any Governmental Authority not heretofore delivered to the Seller is necessary for the Buyer's consummation of the transactions contemplated herein.

4.5. Brokers' Fees and Commissions. Neither the Buyer nor any of its shareholders, directors, officers, employees or agents has employed any investment banker, broker, finder or intermediary, and such no fee or other commission is owed to any third party, in connection with the transactions contemplated herein.

4.6. Untrue or Misleading Statements. No representation or warranty contained in this Article IV contains any untrue statement of a material fact or omits to state a material fact required to be stated herein or necessary in order to make the statements herein, in light of the circumstances under which they are made, not misleading.

ARTICLE V. COVENANTS

5.1. Access to Information. During the period from the date of this Agreement and continuing until the Closing, at reasonable times without causing unreasonable disruption, the Seller shall give the Buyer and its authorized representatives full access to all personnel, offices and other facilities, and to all books and records of the Seller (including, without limitation, Tax Returns and accounting work papers) and will permit the Buyer to make, and will fully cooperate with regard to, such inspections in order to conduct, among other things, interviews of individuals and visual inspections of facilities as the Buyer may reasonably require and will fully cooperate in such interviews and inspections and will cause the Seller's officers to furnish to the Buyer such financial and operating data and other information with respect to the Business and the Goodwill as the Buyer may from time to time reasonably request.

5.2. All Reasonable Efforts. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done as promptly as practicable, all things necessary, proper and advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement including, without limitation, fulfillment of the Conditions of Closing set forth in Article V hereof. If at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement including, without limitation, the execution of additional instruments, the proper officers and directors of the Buyer and the Seller shall take all such necessary action.

5.3. Consents and Approvals. The parties hereto each will cooperate with one another and use all reasonable efforts to prepare all necessary documentation to effect promptly all necessary filings and to obtain all necessary permits, consents, approvals, orders and authorizations of or any exemptions by, all third parties and Governmental Authorities necessary to consummate the transactions contemplated herein.

5.4. Public Announcements. The Buyer and the Seller will consult with each other and will mutually agree upon the content and timing of any press releases or other public statements with respect to the transactions contemplated by this Agreement and shall not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by applicable law or based upon the advice of counsel that such disclosure would be prudent under applicable securities laws.

5.5. Confidentiality. The Seller shall not use, publish, or disclose to any other person any confidential or proprietary information comprising part of the Goodwill or relating to the Business or the transactions contemplated by this Agreement; provided, however, that the foregoing restrictions shall not apply to information: (a) that is necessary to enforce the rights of the Seller under, or defend against a claim asserted under, this or any other agreement with the Buyer, (b) that is necessary or appropriate to disclose to any Governmental or Regulatory Authority having jurisdiction over the Seller, or as otherwise required by law, (c) that becomes generally known other than through a breach of this Agreement by the Seller, or (d) that is necessary or appropriate in the ordinary course of the Seller's business. The Seller, acknowledges that the Buyer does not have an adequate remedy at law for the breach of this Section 5.5 and that, in addition to any other remedies available, injunctive relief may be granted for any such breach.

ARTICLE VI CLOSING CONDITIONS

6.1. Conditions to Each Party's Obligations under this Agreement. Each party's obligations under Article I and Article II of this Agreement shall be subject to each of the Parties having obtained any and all approvals, consents, licenses, permits and authorizations from Governmental Authorities, if any, in form and substance satisfactory to the other Party, necessary to permit such Party to perform its obligations hereunder, to consummate the transactions contemplated herein, and to continue to conduct the Business as presently conducted and in accordance with applicable Law.

6.2. Conditions to the Obligations of the Buyer. The Buyer's obligations under this Agreement shall be further subject to the satisfaction or to the waiver by the Buyer of the following conditions precedent:

(a) Performance of Obligations of Seller. Each of the Seller's pre-Closing obligations shall have been duly performed in all material respects, and each of the representations and warranties of the Seller contained in this Agreement shall be true and correct, in all material respects, as of the date of this Agreement and as of the Closing as if made immediately prior to the Closing (except as to any representation or warranty which specifically relates to another date), and the Buyer shall have received a certificate to that effect signed by an officer of the Seller in a form reasonably satisfactory to the Buyer.

(b) Ware Employment Agreement. the Seller and the Buyer shall have entered into an employment agreement, which shall contain a non-compete provision and similar restrictive covenants in the form agreed to by the Seller and the Buyer (the "Ware Employment Agreement").

(c) Contract Consents. Any and all requisite consents, waivers or authorizations from third parties required for the assumption by the Buyer of the assumed contracts shall have been obtained without any adverse effect on the terms of such contracts.

(d) Due Diligence. The Buyer shall have completed its due diligence of the Goodwill of the Seller, the results of which shall have been deemed satisfactory in the sole discretion of the Buyer, its agents, employees and representatives.

(e) Agreement. The Buyer, the Company, and the shareholders of the Company, shall have duly executed a Securities Purchase Agreement (the "Purchase Agreement") dated as of even date herewith.

(f) Other Documents. The Buyer shall have received any such other documents or other materials it may reasonably request to consummate the transactions contemplated herein.

6.3. Conditions to the Obligations of the Seller. The Seller's obligations under Article I and Article II of this Agreement shall be further subject to the satisfaction or to the waiver by the Seller of the following conditions precedent:

(a) Closing Payment. The Seller shall have received the Purchase Price.

(b) Performance of Obligations of Buyer. Each of the pre-Closing obligations of the Buyer shall have been duly performed, and the representations and warranties of the Buyer contained in this Agreement shall be true and correct, in all material respects as of the date of this Agreement and as of the Closing Date as though made immediately prior to the Closing (except as to any representation or warranty which specifically relates to another date), and the Seller shall have received a certificate to that effect signed by an officer of the Buyer substantially in a form reasonably acceptable to the Seller.

(c) The Seller shall have received a fully signed copy of the Ware Employment Agreement and the Transaction Documents.

(d) Other Documents. The Seller shall have received from the Buyer any such other documents or other materials as the Seller may reasonably request to consummate the transactions contemplated herein.

ARTICLE VII SURVIVAL AND INDEMNIFICATION

7.1. Survival. All representations, warranties, covenants and agreements contained in this Agreement and the Transaction Documents shall be deemed to have been relied upon by the parties hereto, and shall survive the Closing; *provided* that any such representations, warranties, covenants and agreements shall be fully effective and enforceable only for a period of three (3) years following the Closing Date, and shall thereafter be of no further force or effect, and the indemnification obligations of any party hereto in respect of any misrepresentations or related warranties to which such party had knowledge prior to the Closing, shall survive indefinitely. Additionally, the parties agree that the indemnification obligations set forth in this Article VII shall survive with respect to any Existing Litigation and as to any claims made within the applicable survival period until finally resolved. The representations, warranties, covenants, and agreements contained in this Agreement or in any certificate, schedule, document, or other writing delivered by or on behalf of any party pursuant hereto shall not be affected by any investigation, verification, examination or knowledge acquired or capable of being acquired by any other party hereto or by any person acting on behalf of any such other party.

7.2. Indemnification of the Buyer. From and after the Closing, the Seller agrees to indemnify, defend and hold harmless the Buyer and the Parent and their respective directors, officers, employees, owners, agents and affiliates and their successors and assigns or heirs and personal representatives, as the case may be (each a "Buyer Indemnified Party") from and against, and to promptly pay to or reimburse a Buyer Indemnified Party for, any and all losses, damages and expenses (including, without limitation, reasonable attorneys' and other advisors' fees and expenses), suits, actions, claims, deficiencies, liabilities or obligations (collectively, the "Losses") sustained by such Buyer Indemnified Party relating to, caused by or resulting from: (a) any misrepresentation, breach of warranty, or failure to fulfill or satisfy any covenant or agreement made by the Seller; (b) the operations and business of the Seller through the Closing Date, to the extent such Losses do not constitute Assumed Liabilities; and (c) the Excluded Liabilities.

7.3. Indemnification of the Seller. From and after the Closing, the Buyer agrees to indemnify, defend and hold harmless the Seller and his successors and assigns or heirs and personal representatives, as the case may be (each, a "Seller Indemnified Party") from and against, and to promptly pay to or reimburse a Seller Indemnified Party for, any and all Losses sustained by such Seller Indemnified Party relating to, caused by or resulting from: (a) any misrepresentation, breach of warranty, or failure to fulfill or satisfy any covenant or agreement made by the Buyer contained herein or in any of the Transaction Documents; (b) the operation of the Business solely by the Buyer after the Closing; and (c) the Assumed Liabilities.

7.4. Indemnification Procedure for Third Party Claims Against Indemnified Parties.

(a) Notice. With respect to any matter for which indemnification is claimed pursuant to Section 7.2, the Buyer Indemnified Party will notify the Seller in writing promptly after becoming aware of such matter. With respect to any matter for which indemnification is claimed pursuant to Section 7.3, the Seller Indemnified Party will notify the Buyer in writing promptly after becoming aware of such matter. A failure or delay to promptly notify an indemnifying party of a claim will only relieve such indemnifying party of its obligations pursuant to this Section 7 to the extent, if at all, that such party is prejudiced by reason of such failure or delay.

(b) Defense of Claim. Promptly after receipt of any notice pursuant to Section 7.4, the indemnifying party shall defend, contest, settle, compromise or otherwise protect the indemnified party against any such claim for Losses at its own cost and expense. Each indemnified party will have the right, but not the obligation, to participate, at its own expense, in the defense by counsel of its own choosing; provided, however, that the indemnifying party will be entitled to control the defense unless the indemnified party has relieved the indemnifying party in writing from liability with respect to the particular matter. The indemnified party shall reasonably cooperate with the indemnifying party's requests, and at the indemnifying party's expenses (including, but not limited to, indemnifying party's paying or reimbursing the indemnified party's reasonable attorneys' fees and investigation expenses), concerning the defense of the claim for Losses. The indemnifying party shall include the indemnified party in any settlement discussions.

(c) Failure to Defend. If the indemnifying party does not timely defend, contest or otherwise protect against a claim for Losses after receipt of the required notice, the indemnified party will have the right, but not the obligation, to defend, contest or otherwise protect against same, make any compromise or settlement therefore, and record the entire cost therefore from the indemnifying party, including, without limitation, reasonable attorneys' fees, disbursements and all amounts paid as a result of such suit, action, investigation and Losses.

ARTICLE VIII GENERAL PROVISIONS

8.1. Amendment and Modification; Waiver of Compliance. Neither the Buyer, on the one hand, nor the Seller, on the other hand, will be deemed as a consequence of any delay, failure, omission, forbearance or other indulgence of such party: (i) to have waived, or to be estopped from exercising, any of its rights or remedies under this Agreement; or (ii) to have modified or amended any of the terms of this Agreement, unless such modification or amendment is set forth in writing and signed by the party to be bound thereby. No single or partial exercise by the Buyer or the Seller of any right or remedy will preclude any other right or remedy, and a waiver expressly made in writing on one occasion will be effective only in that specific instance and only for the precise purpose for which given, and will not be construed as a consent to or a waiver of any right or remedy on any future occasion or a waiver of any right or remedy against any other party.

8.2. Validity. If any provision of this Agreement or the application of any such provision to any party hereto or any circumstances relating hereto shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by Law.

8.3. Parties in Interest. This Agreement shall not confer upon any other person any rights or remedies of any nature whatsoever.

8.4. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given upon the earlier to occur of delivery thereof if by hand or upon receipt or on the second next business day after deposit if sent by a recognized overnight delivery service as follows:

If to the Buyer:

6D Global Technologies, Inc.
17 State Street,
Suite 450
New York, New York 10004
Attn: Tejune Kang, CEO

With a copy to:

Peter Campitiello, Esq.
Kane Kessler, P.C.
1350 Avenue of the Americas
26th Floor
New York, N.Y. 10019

If to the Seller, to:

Adam Ware
16441 Creekside Cir
Minnetonka, MN 55345

With a copy to:

Immix Law Group
121 SW Salmon St #1000
Portland, OR 97204

; *provided* that each of the parties hereto shall promptly notify the other parties hereto of any change of address, which address shall become such party's address for the purposes of this Section 8.4.

8.5. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law principles thereof. In the event of a dispute hereunder, there shall be exclusive jurisdiction in the Federal and State courts sitting in the City, County and State of New York. The party prevailing shall be entitled to recover its reasonable legal fees and expenses from the party not prevailing.

8.6. Entire Agreement. This Agreement, and the Transaction Documents embody the entire agreement and understanding of the parties hereto and supersede all prior agreements and understandings between the parties hereto, whether written or oral, express or implied, with respect to such subject matter herein and therein.

8.7. Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(i) by mutual written consent of the Buyer and the Seller;

(ii) by the Buyer if any of the representations or warranties of the Seller contained herein are not in all material respects true, accurate and complete or if the Seller breaches any covenant or agreement contained herein in any material respect, and the same is not cured within 30 days after notice thereof;

(iii) by the Seller if any of the representations or warranties of the Buyer contained herein are not in all material respects true, accurate and complete or if the Buyer breaches any covenant or agreement contained herein in any material respect; and the same is not cured within 30 days after notice thereof; or

(iv) By Buyer if (A) the Closing has not occurred by April 30, 2015 and (B) such party has performed all of its obligations hereunder and has satisfied all of the conditions to Closing to be satisfied for the other party to proceed.

8.8. Effect of Termination. In the event of a termination of this Agreement pursuant to Section 8.7, written notice thereof shall promptly be given to the other party (parties) hereto and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned without further action by the other party hereto. Notwithstanding such termination and anything contained to the contrary herein, each party shall have the right to seek all legal remedies available for breach of this Agreement.

8.9. Assignment. The Seller may not assign any of its rights under this Agreement without the prior consent of the Buyer. The Buyer may assign this Agreement without the prior consent of the Seller. Notwithstanding the foregoing, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties.

8.10. Enforceability. If any provision of this Agreement is found to be unenforceable, the balance of this Agreement shall be deemed enforceable without the provision in questions.

8.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

8.12. Expenses. Except as otherwise expressly provided in this Agreement, each party will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

PURCHASER:

6D GLOBAL TECHNOLOGIES, INC.

By: _____

Name: Tejune Kang

Title: Chief Executive Officer

SELLER:

By: _____

ADAM WARE

Schedule 3.7 - Proprietary Rights

- (a) The Seller maintains relationships with current and potential clients, business partners, vendors, and service providers that will be capitalized on significantly in the future.
- (b) The Seller maintains a knowledge base and trade secrets including analysis techniques, strategic analytics documentation, reporting, presentation, and training methods.

Schedule 3.4

Consent and Approvals

None.

CERTIFICATION BY PRINCIPAL EXECUTIVE OFFICER

I, Tejune Kang, certify that:

1. I have reviewed this quarterly report on Form 10-Q of 6D Global Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 15, 2015

/s/ Tejune Kang
Tejune Kang, Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION BY PRINCIPAL FINANCIAL OFFICER

I, Mark Szykowski, certify that:

1. I have reviewed this quarterly report on Form 10-Q of 6D Global Technologies, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: May 15, 2015

/s/ Mark Szykowski
Mark Szykowski, Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of 6D Global Technologies, Inc. (the “Company”) on Form 10-Q for the quarter ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Tejune Kang, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: May 15, 2015

/s/ Tejune Kang
Tejune Kang, Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of 6D Global Technologies, Inc. (the “Company”) on Form 10-Q for the quarter ended March 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Mark Szynkowski, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated May 15, 2015

/s/ Mark Szynkowski

Mark Szynkowski, Chief Financial Officer
(Principal Financial Officer)