

## CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date: May 28, 2015

This Confidential Disclosure Agreement (the "Agreement") is entered into by and between Syndicated Patent Acquisitions Corp. ("SynPat"), and B3D, INC. (hereinafter "Patent Owner").

For the purpose of assisting the parties in determining whether to enter into a Patent Purchase Agreement ("PPA") under which Patent Owner would sell certain of its patents to SynPat (the "Sale Transaction"), the parties may disclose to each other confidential information that the disclosing party wants to keep confidential; therefore, the parties agree as follows:

1. A party receiving information from the other party agrees that for a period of twelve (12) months from the Effective Date, it will not use or disclose the information, except: (a) as may be necessary to evaluate the Sale Transaction, or (b) in the event that such information (i) comes into the public domain through no fault of the recipient; (ii) is already known to the recipient at the time of disclosure; (iii) is lawfully otherwise learnt or independently developed by the recipient; or (iv) is required to be disclosed by law.

2. The parties agree that a purchase proposal from SynPat to Patent Owner, if made, is confidential, and that Patent Owner, and its representatives will keep the existence of such a proposal and its terms in confidence according to the terms of this Confidential Disclosure Agreement.

3. Upon the disclosing party's request, the receiving party will promptly return or destroy all confidential information and related materials and discontinue all further use of the disclosing party's confidential information. Upon the disclosing party's request, the receiving party will promptly certify that such action has been taken.

4. Each party acknowledges that a breach of its obligations hereunder may result in irreparable harm to the other party, and therefore agrees that upon such breach or threat thereof, the other party shall be entitled to specific performance and other injunctive relief without posting a bond, and in the event of disclosures required by court order, it shall promptly notify the other party of the proceeding.

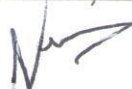
5. The interpretation and enforcement of this Agreement will be governed by the laws of the State of California, as it applies to a contract executed, delivered, and performed solely in such state and the parties agree that any legal action arising out of or in conjunction with this Agreement or any breach thereof shall be brought and prosecuted in an appropriate court of competent jurisdiction within Los Angeles County, California.

6. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be binding upon the successors and assigns of the respective parties, and may not be modified except by an instrument in writing signed by both parties.

Syndicated Patent Acquisitions Corp.



B3D, INC



By: Uzi Aloush

Title: CEO

Date: May 28, 2015

By: ANTHONY NEUMANN

Title: VP

Date: 6/1/15