

Exhibit A

- SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is entered into this 25th day of March, 2011 between and among Michael Gibilisco, an individual (hereinafter "Gibilisco"), and 3D Eye Solutions, Inc., a publicly traded corporation, publicly traded under the symbol "TDEY" (hereinafter "3D Eye"). Gibilisco and 3D Eye may hereafter be referred to jointly as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on March 11, 2011, Gibilisco delivered a Notice of Default to 3D Eye, declaring a default under security agreements, dated April 4, 2008, whereby the following collections were past due and owing:

NOTICE OF DEFAULT

Pursuant to the security agreement, dated 4/4/08, with the undersigned, the following collections have not been made from the account debtors (Licensee):

<u>License/Note</u>	<u>Due Date of Payment</u>	<u>Amount</u>
Addendum to Trademark License Agreement-4/4/2008	April 4, 2009	\$18,000 (interest)
Trademark License Agreement- 4/4/2008	April 4, 2010	\$150,000
Trademark License Agreement- 4/4/2008	April 4, 2011	\$150,000
Addendum to Intellectual Property & Patent License Agreement	April 4, 2009	\$18,000 (interest)
Intellectual Property & Patent License Agreement	April 4, 2010	\$150,000
Intellectual Property & Patent License Agreement	April 4, 2011	\$150,000

WHEREAS, the total sum of the Default was \$354,000, and Gibilisco notified 3D Eye that he intended to involve the remedies available under the Trademark License Agreement, Addendum to Trademark License Agreement, Intellectual Property and Patent License Agreement, and Addendum to Intellectual Property and Patent License Agreement, which allow for the revocation of each license and the rights thereunder together with such other remedies as Gibilisco may have.

WHEREAS, on March 15, 2011, Gibilisco delivered to 3D Eye a Notice of Anticipated Default, as there would become due and owing to Gibilisco on April 4, 2011 an additional \$318,000, under the Trademark License Agreement, Addendum to Trademark License Agreement, Intellectual Property and Patent License Agreement, and Addendum to Intellectual Property and Patent License Agreement.

WHEREAS, in the past Gibilisco had accepted shares as payment for the notes associated with Trademark License Agreement, Addendum to Trademark License Agreement, Intellectual Property and Patent License Agreement, and Addendum to Intellectual Property and Patent License Agreement (hereinafter

collectively the "Agreements"), however, Gibilisco requested payment of the Default in US Dollars and not shares of 3D Eye.

WHEREAS, the Parties desire to avoid the necessity, expense, inconvenience and uncertainty of litigation and instead resolve and settle any and all claims arising out of or in any way related to the Agreements.

A G R E E M E N T

NOW, THEREFORE, in consideration of the releases and mutual promises contained herein and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which s hereby acknowledged, the Parties agree to the terms set forth in this Settlement Agreement.

1.0 SETTLEMENT

1.01 In full and complete settlement of all claims and in exchange for the release and waiver by the Parties set forth in Section 3.0 (3.01 and 3.02) of this Settlement Agreement, 3D Eye hereby acknowledges the breach of the Agreements and agrees to the revocation of the Agreements.

1.02 Effective as of the date of this Settlement Agreement, All rights revert back to Gibilisco upon signing of this settlement agreement and Gibilisco. 3D Eye acknowledges that all rights in and to the technology, name and trademark of 3D Eye Solutions, are hereby reverted to Gibilisco, and any rights in and to the technology, name and trademark of 3D Eye Solutions, that do not automatically revert are hereby assigned and granted. 3D Eye will cooperate and sign any necessary documentation to effectuate said assignment or grant of rights originally granted or which developed as a result of the association between Licensor and Licensee. Additionally, 3D Eye will immediately endeavor to change the name and symbol of the publicly traded company to a name to the current tentative title of 3D Network International, Inc. or a name other than "3D Eye Solutions, Inc." with all such appropriate filings made within ten (10) days of the date of this Settlement Agreement.

1.03 At the time of signing the settlement agreement, Gibilisco shall deliver to the company tentatively titled, 3D Network International, Inc., a wholly owned subsidiary of 3D Eye, a License Agreement (attached hereto as Exhibit A, and incorporated as part of this settlement) valued at \$500,000 for a period of ten years with exclusive stereo and autostereoscopic conversions to be performed by either MG Studios, Inc., or such other entity as Gibilisco may designate in writing, which shall include such customary terms and conditions as 3D Eye had delivered to potential licensees during the past two years, with the exception that such License Agreement shall be exclusive to small cap public companies traded on the OTC Markets. Additionally, Gibilisco, shall also surrender the contractual agreement to the company tentatively titled 3D Network International, Inc. the existing contractual agreements between (i) 3D Eye and Synergy Studios and (ii) 3D Eye and Texas Instruments and (iii) 3D Eye and XPAND. Gibilisco acknowledges that such \$500,000 fee shall be deemed paid at the signing of the License Agreement for monies already received by 3D Eye Solutions and MG Studios from its shareholders..

1.04 Contemporaneously and simultaneously with the signing of this Settlement Agreement Gibilisco shall resign as an officer and director of 3D Eye. (Attached hereto as Exhibit B, and incorporated as part of this settlement.)

1.05 Within ten (10) days of the signing of this Settlement Agreement, Gibilisco will have issued to him a convertible note (attached hereto as Exhibit C, and incorporated as part of this settlement) from 3D Eye representing the total sum of \$2,194,503, which represents the \$354,000 past due payment, \$318,000 April 4th 2011 due and the Long Term Liability of \$522,503 which has been carried by 3D Eye in the form of a Long Term Debt owed to MG Studios. Such convertible note shall consist of the right to a sum of free trading shares in and to the company tentatively titled 3D Network International, Inc.. Such convertible note shall be convertible upon such terms as shall be negotiated subsequent to the execution of this Settlement Agreement.

1.06 3D Eye shall provide Gibilisco with a Consulting Agreement (attached hereto as Exhibit D, and incorporated as part of this settlement) within 10 days of the signing of this settlement agreement for Gibilisco to provide general consulting advice to 3D Eye Solutions.

1.07 3D Eye shall release Gibilisco from any liability, debt, creditor, contractual agreements between the company and other persons or companies, disputes, expenses, outstanding invoices, SEC or other government entity claim, liability, or filing, audit, attorney fees, responsibility, lawsuit, cost or other fee resulting from Gibilisco and 3D Eye Solutions' connection with the currently titled 3D Eye Solutions "TDEY" in the form of a General Release of Liability Agreement. (Attached hereto as Exhibit E, and incorporated as part of this settlement.)

1.08 Mike Gibilisco upon receiving the convertible note of free trading shares from the 3D Network International, Inc. (as prescribed in the settlement portion of this agreement Section 1.05 and attached as Exhibit C), or whatever name the public entity changes to, shall rescind his rights to 500,000 Preferred Shares Series B which currently represents 50% of the voting rights in the public company currently entitled 3D Eye Solutions, Inc. (TDEY), and such shares will be retired by the corporation.

1.09 This Settlement Agreement will finally settle and resolve, among other things, all claims of whatever nature asserted or which could have been asserted by Gibilisco against 3D Eye and by 3D Eye against Gibilisco in connection with or arising from the Agreements. Furthermore, Gibilisco once private will not be liable for any outstanding balances owed to creditors, current and or existing contract disputes and or current public company related expenses, such as outstanding invoices, press releases (PR Newswire), auditing, attorney fees, SEC and Pink Sheet filings, etc, and thus, 3D Eye or the company tentatively titled, 3D Network International, Inc. shall be and remain liable said items. With the exception that Gibilisco or 3D Eye Solution shall remain liable as it relates to work performed at the MG Studios location, 2005 Tree Fork Lane Longwood, Florida 32750. This shall include conversion or assignments performed by MG Studios employees, outside contractors, rent, equipment, and other miscellaneous expenses. The company tentatively titled 3D Network International Inc. shall cure, indemnify and hold harmless Mike Gibilisco and 3D Eye Solutions for any of the above

released duties, items, or responsibilities that 3D Network International Inc. previously assumed supra.

2.0 COMPROMISE

The Parties agree and acknowledge that this Settlement Agreement is the result of a compromise and may and will never be construed as an admission by Gibilisco or 3D Eye of any liability, wrongdoing, or responsibility on the part of either Party or on the part of either of the Parties' predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, or employees. In fact, each Party expressly denies any such liability, wrongdoing or responsibility.

3.0 RELEASE

In consideration hereof, Gibilisco, his predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, heirs, agents, and attorneys hereby release and forever discharge 3D Eye and all his predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, agents, attorneys, directors, officers, employees, and shareholders from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency, tribunal, or commission regardless of location, and whether now known or unknown, liquidated or unliquidated, that Gibilisco now has or may have had, or thereafter claims to have, regarding the issues arising out of, or related to the aforementioned License Agreements, on behalf of itself, or any other person or entity, as set forth herein. Provided, however, that this release does not release, waive, impair or diminish Gibilisco's rights under this Settlement Agreement, and the Exhibit's attached hereto.

3.01 In consideration hereof, 3D Eye, its predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, heirs, agents, and attorneys hereby release and forever discharge Gibilisco and all his predecessors, successors, parents, direct subsidiaries, indirect subsidiaries, affiliates, assigns, agents, attorneys, directors, officers, employees, and shareholders from and against all actions, causes of action, claims, suits, debts, damages, judgments, liabilities, and demands whatsoever, whether matured or unmatured, whether at law or in equity, whether before a local, state or federal court or state or federal administrative agency, tribunal, or commission regardless of location, and whether now known or unknown, liquidated or unliquidated, that 3D Eye now has or may have had, or thereafter claims to have, regarding the issues arising out of, or related to the aforementioned License Agreements, on behalf of itself, or any other person or entity, as set forth herein

4.0 CONFIDENTIALITY

The Parties further agree not to disclose the contents of this Settlement Agreement or the fact of this settlement or any matters pertaining to this settlement unless such disclosure is (i) lawfully required by any governmental agency; (ii) otherwise required or ordered by law; (iii) otherwise necessary to banking institutions and credit agencies; or (iv) necessary in any legal proceeding in order to enforce any provisions of this Settlement Agreement.

5.0 MISCELLANEOUS TERMS AND CONDITIONS

- 5.01 This document and its executed Exhibits contains the complete Settlement Agreement between the Parties related to the subject matter hereof.
- 5.02 Should the provisions of this agreement not be adhered to, or any of the intended attached agreements, subparts, and/or notes not be fully executed within a timely manner or the time designated herein, the Parties shall have the right to choose to enforce this settlement agreement or to enforce to the full extent of the law any and all claims arising out of the legal liabilities, claims and actions arising from the matters set forth herein.
- 5.03 The recitals above are hereby incorporated by reference as though fully set forth herein.
- 5.04 This Settlement Agreement may be executed in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Settlement Agreement.
- 5.05 3D Eye represents that it has not filed, nor does it intend to file, any complaints or other actions against Gibilisco or any of his predecessors, successors, parents, subsidiaries, affiliates, assignees, agents, directors, officers, and employees with any federal, state or local court or state or federal administrative agency, tribunal, or commission.
- 5.06 Gibilisco represents that it has not filed, nor does it intend to file, any complaints against 3D Eye, or any of its predecessors, successors, parents, subsidiaries, affiliates, assignees, agents, directors, officers, and employees with any federal, state or local court or state or federal administrative agency, tribunal, or commission.
- 5.07 This Settlement Agreement may be modified only by a written document signed by the Parties. No waiver of this Settlement Agreement or of any of the promises, obligations, terms, or conditions hereof will be valid unless it is in writing and signed by the Party against whom the waiver is to be enforced.
- 5.08 This Settlement Agreement shall be binding upon the Parties thereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, and employees. Each of the signatories of this Settlement Agreement represents and warrants that he/she is authorized to execute this Settlement Agreement and to bind the Party for which he/she signs.
- 5.09 If any part or any provision of this Settlement Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the

remaining parts of said provision or the remaining provisions of this Settlement Agreement.

- 5.010 The Parties hereby warrant and represent that they have not assigned or in any way transferred or conveyed all or any portion of the claims covered by this Settlement Agreement. The Parties acknowledge and agree that this warranty and representation is an essential and material term of this Settlement Agreement, without which the Parties would not have entered into this Settlement Agreement.
- 5.011 The Parties acknowledge that they have had the opportunity to consult with legal counsel of their choosing prior to entering into this Settlement Agreement and that they enter into this Settlement Agreement knowingly and voluntarily.
- 5.012 Each of the Parties represents and warrants to the other that (i) the execution, delivery, and performance of this Settlement Agreement have been duly authorized by all necessary corporate action; (ii) the person(s) executing this Settlement Agreement and the consent to the dismissal, as the case may be, on its behalf are fully authorized to do so; and (iii) to the extent that any approval or authorization is necessary for the valid and lawful execution, delivery, and performance of this Settlement Agreement, such approval or authorization has been obtained.
- 5.013 In the event that either Party breaches any term of this Settlement Agreement and the other Party is required to employ counsel to enforce its rights, the prevailing Party shall recover its reasonable legal fees and costs incurred therein.
- 5.014 This Settlement Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Florida, without regard to conflict-of-law rules. In the event of litigation of this Agreement, exclusive jurisdiction and venue shall rest in the state or federal court serving Seminole County, Florida, and each of the parties expressly consents to personal jurisdiction and agrees to waive any challenge to venue or personal jurisdiction in such court. This Settlement Agreement its validity, its construction, and all matters relating to the relationship between the parties regarding the services shall be governed by Florida law.
- 5.015 Any notices required under this Settlement Agreement shall be served in writing and delivered by United States certified mail, postage prepaid and return receipt requested, overnight delivery service (requiring signature) or in person upon the Parties as follows:

Notices to 3D Eye:

2101 West State Road 434
Longwood, Florida 32779

Notices to Gibilisco:

2005 Tree Fork Lane
Longwood, Florida 32750

- 5.016 This Settlement Agreement shall be governed, in all respects, under the laws of the State of Florida without regard to choice of law principles.

IN WITNESS WHEREOF, the parties have duly executed and delivered
Settlement


Agreement and Release effective as of the date first above written.

3D Eye Solutions, Inc.

Michael Gibilisco

By:  _____

Print Name: Marc Jablon, Chairman

By:  _____

Print Name: Michael Gibilisco

3/25/11

Exhibit A- License Agreement Between Gibilisco and 3D Network International, Inc.

Exhibit B- Resignation Letter From Gibilisco

Exhibit C- Convertible Note

Exhibit D- Consultant Agreement

Exhibit E- General Release of Liability