

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 28, 2021 (May 28, 2021)

VINCO VENTURES, INC.

(f/k/a Edison Nation, Inc.)

(Exact Name of Registrant as Specified in Charter)

Nevada

(State or other jurisdiction
of incorporation)

001-38448

(Commission
File Number)

82-2199200

(IRS Employer
Identification No.)

**1 West Broad Street, Suite 1004
Bethlehem, Pennsylvania**

(Address of principal executive offices)

18018

(Zip Code)

(866) 900-0992

(Registrant's Telephone Number, Including Area Code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	BBIG	Nasdaq

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement

As previously reported by Vinco Ventures, Inc. (the "Company") in its Current Report on Form 8-K filed with the Securities and Exchange Commission on January 21, 2021, the Company, Vinco Acquisition Corporation and ZASH Global Media and Entertainment Corporation ("ZASH")(together, the "Parties") entered into an Agreement to Complete a Plan of Merger (the "Agreement"). On March 30, the Parties entered into that certain First Amendment to the Agreement ("First Amendment") to extend the closing date of the merger to on or about May 28, 2021.

On May 28, 2021, the Parties entered into that certain Second Amendment to the Agreement (the "Second Amendment") to define certain milestones with dates to be completed to consummate the closing of the Lomotif Private Limited ("Lomotif") acquisition and the ZASH merger; (i) the Company and ZASH intend to acquire Lomotif through their joint venture, ZVV Media Partners, LLC (the "Joint Venture"); (ii) the Parties have completed an Amended and Restated Limited Liability Company Agreement for the Joint Venture in preparation for the anticipated acquisition of Lomotif through the Joint Venture; (iii) Gemini Valuation Services will complete and present an independent third-party valuation on ZASH on or before June 11, 2021; (iv) sign the final Agreement and Plan of Merger and Reorganization on or before June 24, 2021; (v) issue a formal proxy to shareholders for the approval of the ZASH merger with the Company on or before July 15, 2021; and (vi) extend the closing date to August 31, 2021, but no later than the first business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transaction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.

Description

10.1

[Second Amendment to Agreement to Complete a Plan of Merger dated May 28, 2021](#)

SIGNATURES

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

Date: May 28, 2021

VINCO VENTURES, INC.

By: */s/ Christopher B. Ferguson*

Name: Christopher B. Ferguson

Title: Chief Executive Officer

**SECOND AMENDMENT
TO
AGREEMENT TO COMPLETE A PLAN OF MERGER**

THIS SECOND AMENDMENT TO AGREEMENT TO COMPLETE A PLAN OF MERGER (this “**Second Amendment**”) is made as of May __, 2021 by and among Vinco Ventures, Inc., a Nevada corporation (“**VINCO**”), Vinco Acquisition Corporation, a Nevada corporation (“**MERGER SUB**”) and wholly owned subsidiary of VINCO, and ZASH Global Media and Entertainment Corporation, a Delaware corporation (“**ZASH**”).

WHEREAS, on January 20, 2021, the parties hereto entered into that certain Agreement to Complete a Plan of Merger (the “**Agreement**”);

WHEREAS, on March 30, 2021, the parties hereto entered into that certain First Amendment to Agreement to Complete a Plan of Merger (the “**First Amendment**”);

WHEREAS, the parties hereto wish to further amend the Agreement as more particularly set forth below and intend that this Second Amendment supersede and replace the First Amendment, in its entirety, effective as of the date first set forth above.

WHEREAS, the parties have agreed that Lomotif Private Limited will be acquired by the Zash Global Media and Entertainment and Vinco Ventures, Inc. through the Joint Venture entity; ZVV Media Partners, LLC;

WHEREAS, the parties have completed an Amended Operating Agreement for ZVV Media Partners, LLC (Joint Venture) in preparation for the anticipated closing of the Lomotif Private Limited Acquisition into the Joint Venture;

WHEREAS, as of the date of filing, the parties have hereby agreed to a Deed of Variation and Supplement, upon completion making ZVV Media Partners, LLC the legal party to the signed definitive purchase agreements of Lomotif Private Limited;

WHEREAS, Gemini Valuation Services will complete and present an independent third party valuation on ZASH Global Media and Entertainment Corp on or before June 11, 2021;

WHEREAS, the parties intend to sign the final Plan of Merger on or before June 24, 2021;

WHEREAS, the parties intend to issue a formal proxy to shareholders for the approval of the ZASH Global Media and Entertainment merger with Vinco Ventures, Inc on or before July 15, 2021

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

2. **Amendment to Section 1.C. of the Agreement** Section 1.C. of the Agreement shall be deleted in its entirety and replaced with the following:

C. Closing. The Closing of the Merger will take place on or about August 31, 2021, but no later than the first business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transaction, other than conditions with respect to actions the respective Parties will take at the Closing itself, or such other time as the Parties may mutually determine (the “Closing”).

3. **Amendment to Section 6.A.(1)(e) of the Agreement** Section 6.A.(1)(e) of the Agreement shall be deleted in its entirety and replaced with the following:

(e) the Closing shall not have been consummated on or about August 31, 2021; or

4. **Amendment to Section 6.A.(2)(c) of the Agreement** Section 6.A.(2)(c) of the Agreement shall be deleted in its entirety and replaced with the following:

(c) the Closing shall not have been consummated on or about August 31, 2021; or

5. **Survival.** To the extent not expressly amended hereby, the parties hereto acknowledge and agree that the Agreement remains unchanged and in full force and effect in its entirety, which such terms are hereby ratified and confirmed.

6. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Nevada without regard to its rules of conflict of laws.

7. **Effect of Amendment.** This Second Amendment will be deemed effective as of the date first written above. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Second Amendment.

8. **Counterparts; Facsimile.** This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, ZASH, VINCO and MERGER SUB caused this Amendment to be executed and delivered by each of them or their respective officers thereunto duly authorized, all as of the date first written above.

VINCO VENTURES, INC.

By: _____
Name: Christopher Ferguson

Title: CEO

VINCO ACQUISITION CORPORATION

By: _____

Name: Christopher Ferguson

Title: CEO

ZASH GLOBAL MEDIA AND ENTERTAINMENT CORPORATION

By: _____

Name: Theodore Farnsworth

Title: CEO

[Second Amendment to Agreement to Complete a Plan of Merger Agreement]
