

**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): September 10, 2021 (July 23, 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)

**(484) 893-0060**

(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:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
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 announced, in a joint press release issued by Vinco Ventures, Inc. (the “Company”) and ZASH Global Media and Entertainment Corporation (“Zash”), on February 23, 2021, Zash entered into a definitive purchase agreement (the “Lomotif SPA”) with Lomotif Private Limited (“Lomotif”), pursuant to which Zash would acquire a majority controlling interest in Lomotif.

In connection with the Lomotif SPA, on July 23, 2021, the parties entered into that certain Side Letter to Securities Purchase Agreement relating to ZVV Media Partners LLC’s acquisition of 80.00% of the shares in Lomotif Private Limited (the “Side Letter”) whereby the parties agreed that \$8,000,000 of the cash consideration payable under the Lomotif SPA to Paul Yang Zhiwen (“Paul”), a majority shareholder of Lomotif, would be held back pending the satisfaction of certain closing obligations contemplated under the Lomotif SPA, including, but not limited to, the transfer of the legal and beneficial ownership of Paul’s 403,466 ordinary shares in the Company (the “Holdback Amount”). The Holdback Amount was evidenced by a Note (as defined in the Side Letter) convertible into 2,750,000 shares of the Company’s common stock and Pledge Agreement (as defined in the Side Letter) as described in the Side Letter.

Upon the satisfaction of the closing obligations contemplated under the Lomotif SPA and upon conversion of the Note on September 13, 2021, the Company shall issue 5,500,000 shares of its common stock to Paul pursuant to the terms of the Lomotif SPA and the Side Letter.

The foregoing provides only a brief description of the material terms of the Side Letter, does not purport to be a complete description of the rights and obligations of the parties thereunder, and such description is qualified in its entirety by reference to the full text of the Side Letter filed as exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### Item 3.02 Unregistered Sales of Equity Securities.

As described above in Item 1.01 and incorporated herein by reference, the Company shall issue 5,500,000 shares of its common stock to Paul pursuant to the terms of the Side Letter (the “Issuance”). The Issuance will be made in reliance upon the exemption from registration provided by 4(a)(2) under the 1933 Act.

The foregoing description of the Issuance is qualified, in its entirety, by reference to the Side Letter attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in response to this Item 3.02.

### Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Our Board of Directors currently consists of five (5) directors: Christopher B. Ferguson, Louis Foreman, Kevin O’Donnell, Mary Ann Halford, and Frank Jennings. As disclosed in the Company’s Preliminary Proxy Statement filed with the Securities and Exchange Commission (the “SEC”) on September 8, 2021 (the “Preliminary Proxy”), at the Company’s 2021 Annual Meeting of the Stockholder to be held on or about October 14, 2021 (the “Annual Meeting”), we are proposing the election of five (5) new directors to take office immediately following the Annual Meeting. Each director elected at the Annual Meeting will serve until his or her successor is duly elected and qualified at the next Annual Meeting or until his or her earlier death, disqualification, resignation, or removal. The nominees for election to the Board of Directors of the Company at the Annual Meeting are Lisa King, Roderick Vanderbilt, Michael J. DiStasio, Elliot Goldstein and Phillip A. McFillin.

---

The Company’s current executive officers are:

- Christopher B. Ferguson - Chief Executive Officer and Chairman
- Kevin J. Ferguson – President and Treasurer
- Brett Vroman – Chief Financial Officer and Corporate Secretary
- Brian McFadden – Chief Strategy Officer

As disclosed in the Proxy Statement, the Company anticipates that immediately following the Annual Meeting, the current executive officers will resign, except for Brett Vroman, and Company’s executive officers following the Annual Meeting will be:

- Lisa King – Chief Executive Officer and President
- Brett Vroman – Chief Financial Officer and Treasurer
- Stephen Garrow – Chief Operations Officer and Secretary

The information contained herein regarding the Proxy Statement and Annual Meeting is not complete and the Company’s stockholders are encouraged to review the full text of the information provided in the Company’s Preliminary Proxy Statement filed with the SEC on September 8, 2021 and available at: <https://www.sec.gov/Archives/edgar/data/0001717556/000149315221022172/pre14a.htm>. The proposals discussed in the Preliminary Proxy Statement are subject to change pending the Company’s filing of a Definitive Proxy Statement. The Company does not presently expect to make material changes to the proposals, if any, remove any of the proposals or add any new proposals to the Definitive Proxy Statement. The final proposals to be submitted to the company’s stockholders for considerations at the Annual Meeting will be included in the Company’s Definitive Proxy Statement. The Company expects to file the Definitive Proxy Statement with the SEC on or about September 20, 2021. The Company’s Definitive Proxy statement will be available, free of charge, on the SEC’s website and is expected to be mailed to stockholders on or about September 22, 2021.

### Item 7.01. Regulation FD disclosure.

On September 8, 2021, Vinco Ventures, Inc. (the “Company”), a Nevada corporation, issued a press release on the Company’s 2021 Annual Proxy details and provided a corporate update in a new investor presentation. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

On September 8, 2021, the Company posted a new corporate presentation (the “Corporate Presentation”) on its Investor Relations website at <https://investors.vincoventures.com>. The Corporate Presentation, attached to this Current Report on Form 8-K as Exhibit 99.1 and incorporated herein by reference, updates previously filed presentations and provides an overview of the Company’s 2021 Annual Proxy. The preceding information, as well as Exhibit 99.1 to this Current Report on Form 8-K, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section, or incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

**Exhibit**

**No.**

10.1

**Description**

[Side Letter to Securities Purchase Agreement](#)

99.1  
99.2  
104

[Investor presentation dated September 8, 2021](#)

[Press release dated September 8, 2021](#)

Cover Page Interactive Data File (embedded within the Inline XBRL document)

---

**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: September 13, 2021

**VINCO VENTURES, INC.**

By: /s/ Christopher B. Ferguson

Name: Christopher B. Ferguson

Title: Chief Executive Officer

---

**Paul Yang Zhiwen**

113C Mcnair Road #22-256 Mcnair Towers,  
Singapore 324113

**ZVV Media Partners LLC**

1 West Broad Street, Suite 1004  
Bethlehem, PA 18018

**Zash Global Media and Entertainment Corp.**

24 Aspen Park Blvd E.  
East Syracuse, New York 13057

**Vinco Ventures, Inc.**

1 West Broad Street, Suite 1004  
Bethlehem, PA 18018

July 23, 2021

**Side Letter to Securities Purchase Agreement relating to ZVV Media Partners LLC's ("ZVV") acquisition of 80.00% shares in Lomotif Private Limited (the Company")**

1. Reference is made to the Securities Purchase Agreement, dated as of February 23, 2021, by and among, *inter alia*, the Company, ZASH Global Media and Entertainment Corp. ("Zash") and Paul Yang Zhiwen (the "SPA"), as amended by the Deed of Variation and Supplement, dated as of July 19, 2021, by and among, the Company, Zash, ZVV and Paul Yang Zhiwen ("Paul", together with Zash and ZVV, the "Parties") (the "Deed"). Capitalized terms not otherwise defined herein have the meanings given to them in the SPA and the Deed.
  2. In consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree that the Purchaser's (as defined in the Deed) obligations to Paul in his capacity as a Selling Shareholder (defined in the SPA) and a Selling Employee Shareholder (defined in the Deed) in relation to, *inter alia*, the Closing Payment in accordance with Section 2.2 of the SPA and the Closing Payment Schedule shall be amended only in respect of Paul as follows:
    - 2.1. At the Closing, the Purchaser shall:
      - (a) pay US\$ 15,636,341.16 to Paul by wire transfer of immediately available funds to the bank account as set out in the remittance details provided by Paul under Exhibit 6 of the Deed; and
      - (b) Vinco Ventures, Inc. ("Vinco") shall deliver to Paul: (1) a Share Issuance & Transfer Agent Instruction Resolution dated as of the date hereof, the form of which is attached hereto as **Annex A**, for the issuance to Paul of 5,500,000 shares of Vinco Common Stock (the "Issued Shares"), which Issued Shares shall subject to Restriction 144, provided that (i) Vinco shall register such Issued Shares no later than 45 days of the Closing, and (ii) 2,750,000 of which Issued Shares (the "Restricted Shares") shall be held by Paul subject to and in accordance with the terms of the Pledge Agreement (as defined below); and (2) a duly executed (i) Promissory Note dated as of the date hereof (the "Note") in the principal amount of US\$ 8,000,000, and (ii) Pledge and Security Agreement dated as of the date hereof ("Pledge Agreement") in respect of the Restricted Shares as security for the repayment under the Note, the forms of each of the foregoing which are attached hereto as **Annex B**, which Note and Pledge Agreement contemplate that Paul will receive the repayment of the US\$8,000,000 under the Note no later than the date falling 60 days of Closing,
 

(collectively, the "Purchaser's Closing Obligations with Paul").
- 
3. Upon satisfaction of the Purchaser's Closing Obligations with Paul, Paul shall:
    - 3.1. perform all of his closing obligations as contemplated under the SPA and the Deed, including but not limited to the transfer of the legal and beneficial ownership of Paul's 403,566 ordinary shares in the Company to the Purchaser and all other obligations as set forth Section 2.6(b) of the SPA;
    - 3.2. give good receipt and agrees and acknowledges that the Purchaser's Closing Obligations against Paul shall constitute all consideration (in whatever form) payable by the Purchaser to Paul in respect of all transactions contemplated under the SPA and the Deed and the satisfaction by the Purchaser of the Consideration in such manner shall constitute a full discharge of the Purchaser's obligations in respect of the payment of the Consideration; and
    - 3.3. irrevocably and unconditionally release the Purchaser from any and all charges, complaints, claims, liabilities, obligations, undertakings, promises, agreements, controversies, damages or causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, arising out of or in relation to any transactions contemplated under the SPA and the Deed.
  4. The Parties further agree that in the event of any upward adjustment of the stamp duty payable in respect of the transfer of securities in the Company by Paul to the Purchaser post-Closing of the transactions contemplated under the SPA and the Deed as a result of the foregoing Purchaser's Closing Obligations against Paul, such additional stamp duty payment shall be borne by Purchaser.
  5. **General**
    - 5.1. The Parties hereby agree that, except as supplemented, varied and/or amended by this Side Agreement, the terms of the SPA and the Deed (if so supplemented, varied and/or amended) are confirmed and shall continue in full force and effect in all other respects. If and to the extent the provisions of this Side Agreement conflict with or are inconsistent with the SPA and the Deed, each document shall take precedence over the others in the following manner:
      - (a) this Side Agreement;
      - (b) the Deed; and
      - (c) the SPA.
    - 5.2. Sections 12.2 to 12.10 and 12.13 of the SPA are incorporated *mutatis mutandis* herein by reference.

[Signature page to follow.]

---

IN WITNESS WHEREOF, the parties hereto have caused this Side Agreement to be duly executed and delivered as a deed as of the date first indicated above.

**Executed and delivered as a Deed by:**

**ZASH GLOBAL MEDIA AND ENTERTAINMENT CORP.**

By: \_\_\_\_\_  
Name: **Ted Farnsworth**  
Title: **Chairman**

Witnessed by:

\_\_\_\_\_  
Name: **Phil McFillin**  
Address: **1 West Broad St. Bethlehem, PA 18018**

**Executed and delivered as a Deed by:**

**ZVV MEDIA PARTNERS, LLC**

By: \_\_\_\_\_  
Name: **Ted Farnsworth**  
Title: **Manager**

Witnessed by:

\_\_\_\_\_  
Name: **Phil McFillin**  
Address: **1 West Broad St. Bethlehem, PA 18018**

**Executed and delivered as a Deed by:**

**VINCO VENTURES, INC.**

By: \_\_\_\_\_  
Name: **Christopher Ferguson**  
Title: **CFO**

Witnessed by:

\_\_\_\_\_  
Name: **Phil McFillin**  
Address: **1 West Broad St. Bethlehem, PA 18018**

**Signed, sealed and delivered as a Deed by:**

**Paul Yang Zhiwen**

\_\_\_\_\_  
Witnessed by:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

---

**Annex A**

**Share Issuance & Transfer Agent Instruction Resolution**

---

**Annex B**

**Promissory Note and Pledge and Security Agreement**

---

**Promissory Note**

July 23, 2021

The undersigned, Vinco Ventures, Inc. (the "**Company**") for value received, promises to pay to Paul Yang Zhiwen (the "**Yang**") or any person or entity to whom this Note has been endorsed for payment, or order (collectively the "**Holder**"), the principal sum of Eight Million US Dollars (\$8,000,000) (the "**Principal**"), receipt of which is acknowledged by the Company, and interest on the principal sum from time to time remaining unpaid hereon from the date of this Note until paid in full at the rate of ten percent (10%), compounded annually. The principal sum and all accrued interest shall be due and payable in full on or before the sixty (60) day anniversary of the date of this Note (the "**Payment Date**"), time being strictly of the essence. In no event shall the interest rate on the principal sum exceed the maximum rate allowed by law.

1. **Principal Amount of the Loan.** Eight Million Dollars US (\$8,000,000).
2. **Interest.** Ten Percent (10%) per annum. Interest will accrue and be paid along with the principal sum, in lawful money of the United States of America.
3. **Payment Date.** September 20, 2021
4. **Repayment.** On the Payment Date, the Company shall pay to the Holder the unpaid Principal and accrued interest due under this Note in cash ("**Cash Payment**") or, in lieu of the Cash Payment, shall be entitled to permit Holder to sell, pledge, encumber or otherwise transfer the 2,750,000 shares of the Company's common stock ("**Shares**") that have been issued to Holder concurrently with the issuance of this Note and which are being held by the Holder as security, in lieu of a Cash Payment.
5. **Security.** This Note is secured under the terms of a Pledge and Security Agreement ("**Security Agreement**") of even date herewith made between the Company and Holder, attached hereto as **Exhibit A**. The Holder shall be entitled to all the benefits of the security as provided in the Security Agreement.
6. **Transfer.** The rights and obligations of the Holder and the Company under this Note and the Security Agreement shall be binding upon and benefit their respective successors, assigns, heirs, administrators and transferees.
7. **Governing Law.** This Note shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.
8. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or via email or facsimile transmission, with confirmation of receipt by the other party.
9. **Severability.** If any provision of this Note should be found to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect to the maximum extent permitted by law.

[SIGNATURE PAGE TO FOLLOW]

---

IN WITNESS WHEREOF, the Company has caused this Promissory Note to be executed as of the date first above written by its respective duly authorized signatories.

Vinco Ventures, Inc.

By: Christopher Ferguson  
Title: CFO

Date:

---

**EXHIBIT A**

**Pledge and Security Agreement**

THIS PLEDGE AND SECURITY AGREEMENT (the "**Security Agreement**") is made and entered into this 22nd day of July 2021, by and between Vinco Ventures, Inc. (the "**Company**") and Paul Yang Zhiwen, an individual (the "**Holder**").

**RECITALS:**

- A. The Company is the maker of a certain Promissory Note in favor of Holder of even date herewith in the principal amount of \$8,000,000 ("**Note**").
- B. The Company has issued to Holder Two Million Seven Hundred and Fifty Thousand (2,750,000) shares of the Company's Common Stock (the "**Shares**") which are to be held by Holder as security for repayment required under the Note.
- C. In consideration of the Note and as security for payment of the Note, the Company has agreed to execute this Security Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Share Issuance.**

The Company has issued the Shares to Holder on the effective date of the Note. The Company hereby assigns, transfers and pledges the Shares to Holder as security for the payment due under the Note on the Payment Date (as defined in the Note), or in the event that the Company elects to make the payment under the Note by releasing the Shares to Holder.

2. **Rights in the Shares (Collateral).**

Unless and until the Note is paid on or before the Payment Date, the Shares shall remain in Holder's possession and control, but shall be restricted from being sold, pledged, encumbered or otherwise transferred.

---

3. **Payment in the Shares.**

In the event that the Company releases the Shares to Holder as full payment of the amounts due under the Note, Holder may sell, pledge, encumber or otherwise transfer the Shares and this Security Agreement and the Note shall automatically terminate.

4. **Release of Collateral.**

Holder shall release and return the Shares to the Company, upon receipt of the full amount owing under the Note in cash on or before Payment Date.

5. **Remedies of Holder.**

Should any default under the Note or this Security Agreement occur, that remains uncured for ten (10) days, the Note shall become immediately due and payable at the option of Holder, and the Holder shall have all rights and remedies at law or equity, including the right to sell, pledge, encumber or otherwise transfer the Shares.

6. **Non-Waiver.**

The rights, powers and remedies given to the Holder by this Security Agreement will be in addition to all rights, powers and remedies given the Holder by virtue of any statute or rule or law. The Holder shall have the right to enforce one or more of such remedies, successively or concurrently, and any action to enforce the same shall not bar the Holder from pursuing any further remedy which it may have hereunder.

[Signature Page to Follow]

---

IN WITNESS WHEREOF, this Security Agreement has been executed on or as of the date first above written.

The Company

Secured Party

Vinco Ventures, Inc.

By: \_\_\_\_\_  
Title: Christopher Ferguson  
CFO

\_\_\_\_\_  
Paul Yang, an individual



**Capitalization Table as of September 3, 2021**

ZVV Media Partners is owned 50% by Vinco Ventures and 50% by ZASH.

In July 2021, 80% of Lomotif Private Limited was acquired by ZVV Media Partners

Current 9/3/2021	
Shares Outstanding	80,601,673
Shares To Be Issued	8,800,000
Cash	\$127,000,000.00
Debt - Lomo Acquisition	\$120,000,000.00
*Note: Related to: 5,500,000 for Lomotif Management; 800,000 for PPE Brickell; 2,500,000 in relation to Emmersive Transaction	



# Pro-forma Capitalization Based on an Affirmative Proxy



Cash Warrant Exercise - assumes all available warrants exercised for cash	
Shares Outstanding	89,401,673
New Employee Plan	9,000,000
Note Conversion	30,060,454
<b>New Shares Outstanding</b>	<b>128,462,127</b>
<b>Warrants</b>	<b>118,818,161</b>
<b>Fully Diluted</b>	<b>247,280,288</b>
Cash as of 09/03	\$ 127,000,000.00
Cash Generated from Warrants	\$ 491,646,956.45
Debt	\$ ---

Cashless Warrant Exercise - assumes share price of 09/3/2021 for all calculations	
Shares Outstanding	89,401,673
New Employee Plan	9,000,000
Note Conversion	30,060,454
<b>New Shares Outstanding</b>	<b>128,462,127</b>
<b>Warrants**</b>	<b>23,760,000</b>
<b>Cashless Warrants</b>	<b>60,245,259</b>
<b>Fully Diluted</b>	<b>188,707,387</b>
Cash as of 09/03	\$ 127,000,000.00
Cash Generated from Warrants	\$ 213,840,000.00
Debt	\$ ---

Note: The pro-forma Capitalization Table with Cashless warrant exercise assumes the \$9 strike price warrants are to be exercised in cash.

These pro forma examples are meant to illustrate full warrant execution. The investor may choose not to exercise these warrants.





**Over 31 million on-platform monthly active users "MAUs"\***

**5 Up and Coming Apps For Gen Z, to Challenge TikTok:**  
<https://fortune.com/2020/09/23/5-coming-apps-gen-z-tiktok-lomotif-unfold-bunch-genes/>

## Lomotif Highlights

**Facebook + Lomotif:**  
<https://developers.facebook.com/success-stories/lomotif/>

**ZASH and Lomotif chosen by Variety Magazine as Top Innovators in the Media and Entertainment Industry:**  
<https://variety.com/2020/talent/hollywood-report/>

**Lomotif Set To Enter India:**  
<http://economictimes.indiatimes.com/tech/start-ups/short-video-app-lomotif-is-set-to-enter-india/articleshow/81433107.cms>

**Lomotif Partners with Teddy Riley\*:** <https://finance.yahoo.com/news/lomotif-partners-grammy-award-winning-141500083.html>

**Snapchat +Lomotif:**  
[https://www.prweb.com/releases/lomotif\\_announce\\_semi\\_exclusive\\_two\\_way\\_integration\\_with\\_snapchat\\_stories/prweb17221384.htm](https://www.prweb.com/releases/lomotif_announce_semi_exclusive_two_way_integration_with_snapchat_stories/prweb17221384.htm)

**TikTok 7 best alternatives:**  
<http://www.techytub.com/best-tiktok-alternatives.html/amp>



\*Based on SensorTower Data

## Incoming Team\*



**Lisa King**

- INCOMING CEO OF VINC O VENTURES INC.
- CURRENT CEO OF ZASH GLOBAL MEDIA AND ENTERTAINMENT



**Steven Garrow**

- INCOMING COO OF VINC O VENTURES INC.
- CURRENT BUSINESS DEVELOPMENT OFFICER OF ZASH GLOBAL MEDIA & ENTERTAINMENT



**Paul Yang**

- CEO OF LOMOTIF PRIVATE LIMITED

**Rod Vanderbilt**  
CHAIRMAN

**Elliot Goldstein**  
BOARD MEMBER

**Phillip A. McFillin**  
BOARD MEMBER

**Michael Distasio**  
BOARD MEMBER

**Lisa King**  
BOARD MEMBER

\*Incoming team members based on affirmative 2021 Annual Proxy for each respective member

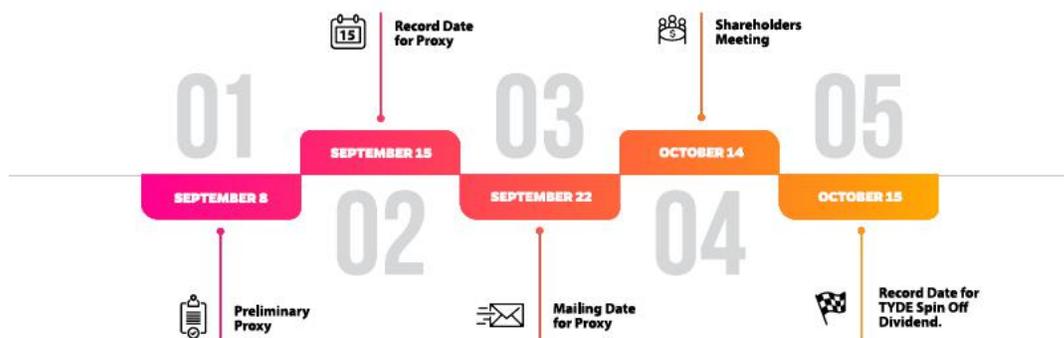


# cryptyde \ Spin Off Dividend

Ryde The Tyde	Blockchain + Disruption	E-NFT.com	Going Platinum	Key Follow Ups
Upon the successful dividend spin off, the newly formed publicly traded company will operate under Cryptyde, Inc. and trade under symbol TYDE.	Cryptyde is a selective acquisitions company focused on leveraging blockchain technologies to disrupt consumer facing industries.	The E-NFT Marketplace is designed to decentralize traditional distribution models by empowering the content creators with a unique tokenization platform.	E-NFT.com initial launch was well received with the first uploaded album selling 1,000,000 copies making "When It's Dark" the first album in history to reach Platinum on the block chain.	Investor Deck Release: on or about October 4, 2021 Registration Statement for TYDE: on or about October 11, 2021 Record Date for Shareholders to receive TYDE Shares: on or about October 15, 2021



## Anticipated Key Dates



#### Forward-Looking Statements and Disclaimers

Certain statements in this announcement are forward-looking statements which are based on the Company's expectations, intentions and projections regarding the Company's future performance, anticipated events or trends and other matters that are not historical facts, including expectations regarding: (i) the Company's long-term targets, goals and strategies; (ii) the expected benefits of the Company's focus on digital monetization; (iii) the future impact of the preemptive actions the Company took in response to the COVID-19 pandemic coupled with its cash flow generation and balance sheet and liquidity profile; (iv) the Company's strategies for each of its segments, including its focus on recurring revenue, its balance sheet and variable cost structure, and the opportunities in the industries the Company serves; (v) the Company's positioning for future growth and its ability to optimize performance of existing businesses, pursue its disciplined acquisition strategy and effectively manage its capital structure; (vi) the fragmentation of the markets in which the Company operates, the acquisition opportunities in those markets, the Company's intent to continue to explore opportunistic acquisitions and the Company's capacity to absorb additional acquisitions; (vii) certain expected 2020 financial results, including the Company's updated guidance for 2020, the assumptions it made and the drivers contributing to its guidance; (viii) the Company's flexibility to capitalize on the current environment and invest in potential strategic opportunities; and (ix) the impacts of the COVID-19 pandemic on the future operating and financial performance of the Company and its customers, the Company's plans and strategies to adapt and respond to the pandemic and the expected impact of those plans and strategies. These statements are not guarantees of future performance and are subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements, including: (i) economic conditions, competition and other risks that may affect the Company's future performance, including the impacts of the COVID-19 pandemic on the Company's business, markets, supply chain, customers and workforce, on the credit and financial markets, on the alignment of expenses and revenues and on the global economy generally; (ii) the ability to recognize the anticipated benefits of the Company's acquisitions, including its ability to successfully integrate and make necessary capital investments to support additional acquisitions, and the Company's ability to take advantage of strategic opportunities; (iii) changes in applicable laws or regulations; (iv) the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; and (v) other risks and uncertainties. Given these risks and uncertainties, prospective investors are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements speak only as of the date of such statements and, except as required by applicable law, the Company does not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

---



### Vinco Ventures, Inc. Announces 2021 Annual Proxy

Bethlehem, PA, September 8, 2021 (GLOBE NEWSWIRE) — Vinco Ventures, Inc. (NASDAQ: BBIG) a leader in selective acquisitions leveraging new market opportunities by utilizing the B.I.G. Strategy: Buy. Innovate. Grow. today announce the company's 2021 Annual Proxy details and provides a corporate update in a new investor presentation.

Please review the enclosed presentation for more details.

#### **About Vinco Ventures, Inc.**

Vinco Ventures, Inc. (BBIG) is a selective acquisitions company focused on digital media and content technologies. Vinco's B.I.G. (Buy. Innovate. Grow.) strategy is to seek acquisition opportunities that are poised for scale and will "BE BIG". For more information visit [investors.vincoventures.com](http://investors.vincoventures.com).

#### **About Lomotif**

Lomotif is the leading video-sharing social networking platform that is democratizing video creation. Since the company was co-founded by video enthusiast Paul Yang in 2014, Lomotif has been granted three technology patents uniquely focused on empowering creators to share and watch short videos with ease through remix and collaboration. Yang's bold vision is to build the world's largest video vocabulary to accelerate the world's transition to video-first expression. Lomotif, available in the Apple and Google stores, is a downloadable app for hip hop, rap, and urban culture across the United States and Latin America. Lomotif is one of five partners selected by Snapchat for a bi-directional integration for posting stories between the two platforms. For additional information about Lomotif Private Limited, please visit Lomotif's website at [www.lomotif.com](http://www.lomotif.com).

#### **About ZASH Global Media and Entertainment Corporation**

ZASH Global Media and Entertainment Corporation is an evolving network of synergetic companies working together to disrupt the media and entertainment industry. For additional information about ZASH Global Media and Entertainment Corporation, please visit ZASH's website at [www.zash.global](http://www.zash.global).

#### **Forward-Looking Statements and Disclaimers**

To the extent any statements contained in this press release contains "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995 and the information that are based upon beliefs of, and information currently available to, the company's management as well as estimates and assumptions made by the company's management. These statements can be identified by the fact that they do not relate strictly to historic or current facts. When used in this presentation the words "estimate," "expect," "intend," "believe," "plan," "anticipate," "projected" and other words or the negative of these terms and similar expressions as they relate to the company or the company's management identify forward-looking statements. Such statements reflect the current view of the company with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to the company's industry, its operations and results of operations and any businesses that may be acquired by the company. Should one or more of these risks or uncertainties materialize, or the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended, or planned. Although the company believes that the expectations reflected in the forward-looking statements are reasonable, the company cannot guarantee future results, performance, or achievements. Except as required by applicable law, including the security laws of the United States, the company does not intend to update any of the forward-looking statements to conform these statements to actual results.

###

Investor Relations  
Aimee Carroll  
T: 866-900-0992  
[investors@vincoventures.com](mailto:investors@vincoventures.com)

---