

**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 1, 2023

VINCO VENTURES, 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.)
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Address Not Applicable ⁽¹⁾ (Address of principal executive offices)	Address Not Applicable ⁽¹⁾ (Zip Code)
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(866) 900-0992
(Registrant's telephone number, including area code)

N/A
(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	The Nasdaq Stock Market LLC

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).

⁽¹⁾ We are a remote-friendly company, with several hubs and locations for employees to collaborate. Accordingly, we do not maintain a headquarters. For purposes of compliance with applicable requirements of the Securities Act of 1933, as amended, and Securities Exchange Act of 1934, as amended, stockholder communications required to be sent to our principal executive offices may be directed to the email address set forth in our proxy materials and/or identified on our investor relations website.

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 Amendment to Material Definitive Agreement.

1. Pursuant to that certain Securities Purchase Agreement (as amended, the "July SPA") dated as of July 22, 2021 by and between Vinco Ventures, Inc. (the "Company") and an accredited investor (the "Holder"), the Company sold to the Holder a Senior Secured Convertible Note in an aggregate principal amount of \$120,000,000, of which an aggregate principal amount of \$14,740,000 remains outstanding as of the date hereof (after giving effect to the \$145,000 redemption of the July Note pursuant to that certain Exchange and Amendment Agreement by and between the Company and the Holder dated as of February 5, 2023) (as amended, the "July Note") and warrants representing the right to acquire shares of the Company's common stock, \$0.001 par value per share (the "Common Stock").

On May 1, 2023, the Company and the Holder amended the July Note, as follows:

- The Holder released from the Control Account \$1,000,000 in cash by wire transfer of immediately available funds to the Company on May 1, 2023.
- The Company shall, on or prior to the earlier of (i) July 17, 2023 and (ii) the date that is ten (10) days immediately following the date the Company files with the Securities and Exchange Commission (the "SEC") its Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2023, file a registration statement on Form S-1 with the SEC for a secondary offering of shares of Common Stock, preferred stock and/or warrants to purchase Common Stock on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "New Registration Statement").

- The Company shall consummate a Subsequent Placement of Common Stock, preferred stock and/or warrants to purchase Common Stock pursuant to the New Registration Statement on or prior to the date that is fourteen (14) days after the filing of the New Registration Statement, which shall generate gross proceeds to the Company of at least \$10,000,000 (the “July 2023 Subsequent Placement”).
- The Company shall simultaneously with the consummation of any Subsequent Placement consummated on or after the date hereof, including, without limitation, the July 2023 Subsequent Placement, until the date the July Note is no longer outstanding, use at least fifty percent (50%) of the Subsequent Placement Proceeds (as defined below) to redeem the July Note from the Holder in cash at a price equal to the Conversion Amount being redeemed. As used herein, the “Subsequent Placement Proceeds” means the gross proceeds generated to the Company from any Subsequent Placement consummated from and after the date hereof, less (i) direct fees and expenses incurred by the Company in connection with the consummation of such Subsequent Placement and (ii) any cash therefrom paid by the Company to the sellers in connection with the A360 acquisition, as described in Proposal 7 set forth in the Company’s definitive Proxy Statement on Schedule 14A filed with the SEC on March 31, 2023.
- In the event the Holder or any of its Affiliates participates in the July 2023 Subsequent Placement or any other Subsequent Placement consummated by the Company from and after the date hereof while the July Note remains outstanding, any purchase price to be paid by the Holder or any of its Affiliates in such Subsequent Placement shall be used to redeem the July Note to the extent it remains outstanding at a price equal to the Conversion Amount being redeemed and the Holder or any of its Affiliate may, in its sole and absolute discretion, elect to set off such payment at the closing of such Subsequent Placement.

Item 9.01 Exhibits

[99.1 Agreement](#)

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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 2, 2023

VINCO VENTURES, INC.

By: /s/ Chris Polimeni

Name: Chris Polimeni

Title: CFO

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT (the “**Agreement**”), dated as of May 1, 2023, is made by and between Vinco Ventures, Inc., a Nevada corporation, with headquarters located at 6 North Main Street, Fairport, NY 14450 (the “**Company**”) and the investor listed on the signature page attached hereto (the “**Holder**”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the July Note (as defined below).

1. Pursuant to that certain Securities Purchase Agreement (as amended, the “**July SPA**”) dated as of July 22, 2021 by and between the Company and the Holder, the Company sold to the Holder a Senior Secured Convertible Note in an aggregate principal amount of \$120,000,000, of which an aggregate principal amount of \$14,740,000 remains outstanding as of the date hereof (after giving effect to the \$145,000 redemption of the July Note pursuant to that certain Exchange and Amendment Agreement by and between the Company and the Holder dated as of February 5, 2023) (as amended, the “**July Note**”) and warrants representing the right to acquire shares of the Company’s common stock, \$0.001 par value per share (the “**Common Stock**”).

2. The parties hereto desire to amend certain provisions of the July Note as set forth herein.

NOW THEREFORE, in consideration of the foregoing mutual premises and the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt, and legal adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment to July Note. Notwithstanding anything to the contrary set forth in the July Note or any other agreement entered into by the Company and the Holder prior to the date hereof:
 - a. The Holder shall promptly, but in any event within one (1) Business Day immediately following the date hereof, give written instructions to the bank holding the Control Account to release from the Control Account \$1,000,000 in cash by wire transfer of immediately available funds to the Company.
 - b. The Company shall, on or prior to the earlier of (i) July 17, 2023 and (ii) the date that is ten (10) days immediately following the date the Company files with the Securities and Exchange Commission (the “**SEC**”) its Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2023, file a registration statement on Form S-1 with the SEC for a secondary offering of shares of Common Stock, preferred stock and/or warrants to purchase Common Stock on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the “**New Registration Statement**”).

 - c. The Company shall consummate a Subsequent Placement of Common Stock, preferred stock and/or warrants to purchase Common Stock pursuant to the New Registration Statement on or prior to the date that is fourteen (14) days after the filing of the New Registration Statement, which shall generate gross proceeds to the Company of at least \$10,000,000 (the “**July 2023 Subsequent Placement**”).
 - d. The Company shall simultaneously with the consummation of any Subsequent Placement consummated on or after the date hereof, including, without limitation, the July 2023 Subsequent Placement, until the date the July Note is no longer outstanding, use at least fifty percent (50%) of the Subsequent Placement Proceeds (as defined below) to redeem the July Note from the Holder in cash by wire transfer of immediately available funds in accordance with the Holder’s wire instruction set forth on the Holder’s signature page attached hereto, at a price equal to the Conversion Amount being redeemed. As used herein, the “**Subsequent Placement Proceeds**” means the gross proceeds generated to the Company from any Subsequent Placement consummated from and after the date hereof, less (i) direct fees and expenses incurred by the Company in connection with the consummation of such Subsequent Placement and (ii) any cash therefrom paid by the Company to the sellers in connection with the A360 acquisition, as described in Proposal 7 set forth in the Company’s definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on March 31, 2023.
 - e. In the event the Holder or any of its Affiliates participates in the July 2023 Subsequent Placement or any other Subsequent Placement consummated by the Company from and after the date hereof while the July Note remains outstanding, any purchase price to be paid by the Holder or any of its Affiliates in such Subsequent Placement shall be used to redeem the July Note to the extent it remains outstanding at a price equal to the Conversion Amount being redeemed and the Holder or any of its Affiliate may, in its sole and absolute discretion, elect to set off such payment at the closing of such Subsequent Placement.
 - f. The parties hereto agree that (i) except as otherwise expressly provided herein, the July Note, including, without limitation, the Maturity Date (as defined in the July Note), is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects and (ii) this Agreement shall constitute a “Transaction Document” as defined in the July SPA, the July Note and other Transaction Documents and any breach or violation of this Section 1 shall constitute an “Event of Default” (as defined in the July Note).

 2. Representations and Warranties. The Holder represents and warrants to the Company, and the Company represents and warrants to the Holder as of the date hereof that: Such person is an entity duly organized and validly existing under the laws of the jurisdiction of its formation, has the requisite power and authority to execute and deliver this Agreement and to carry out and perform all of its obligations under the terms of this Agreement. This Agreement has been duly executed and delivered on behalf of such person, and this Agreement constitutes the valid and legally binding obligation of such person enforceable against such person in accordance with its terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies; The execution, delivery and performance by such person of this Agreement and the consummation by such person of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such person, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such person is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such person, except in the case of clause (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such person to perform its obligations hereunder.
 3. Additional Agreements.

a. Disclosure of Transactions and Other Material Information. The Company shall file a current report on Form 8-K (the "8-K Filing") on or before 8:30 a.m., New York City time, on May 2, 2023, in the form required by the 1934 Act, relating to the transactions contemplated by this Agreement and attaching a form of this Agreement (including, without limitation, all schedules and exhibits to such agreement, if any) as an exhibit to such filing. From and after the filing of the 8-K Filing with the SEC, the Holder shall not be in possession of any material, nonpublic information received from the Company, any of its subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, that is not disclosed in the 8-K Filing. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its subsidiaries or any of their respective officers, directors, Affiliates, employees or agents, on the one hand, and the Holder or any of its Affiliates, on the other hand, shall terminate and be of no further force or effect. The Company shall not, and shall cause each of its subsidiaries and its and each of their respective officers, directors, Affiliates, employees and agents, not to, provide the Holder with any material, nonpublic information regarding the Company or any of its subsidiaries from and after the date hereof without the express prior written consent of the Holder. To the extent that the Company, any of its subsidiaries or any of their respective officers, directors, Affiliates employees or agents delivers any material, non-public information to the Holder without the Holder's express prior written consent, the Company hereby covenants and agrees that the Holder's shall not have any duty of confidentiality to the Company, any of its subsidiaries or any of their respective officers, directors, Affiliates, employees or agents with respect to, or a duty to the Company, any of its subsidiaries or any of their respective officers, directors, Affiliates, employees or agents not to trade on the basis of, such material, non-public information. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

4. Miscellaneous. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN 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. In the event that any provision of this Agreement is found to be void or invalid, then such provision shall be deemed to be severable from the remaining provisions of this Agreement, and it shall not affect the validity of the remaining provisions, which provisions shall be given full effect as if the void or invalid provision had not been included herein so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties hereto as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s). The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. This Agreement 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). The courts of the State of New York shall have exclusive jurisdiction to resolve any and all disputes that may arise under this Agreement. Any amendments or modifications hereto must be executed in writing by all parties. Each party hereto shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement. The Company shall reimburse the Holder for its reasonable legal fees and expenses actually incurred in connection with the preparation and negotiation of this Agreement and transactions contemplated thereby, by paying any such amount to Schulte Roth & Zabel LLP within two (2) Business Days of receiving the invoice of Schulte Roth & Zabel LLP by wire transfer of immediately available funds in accordance with the written instructions of Schulte Roth & Zabel LLP.

[Signature Page Follows]

IN WITNESS WHEREOF, the Holder and the Company have caused their respective signature pages to this Agreement to be duly executed as of the date first written above.

COMPANY:

VINCO VENTURES, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Holder and the Company have caused their respective signature pages to this Agreement to be duly executed as of the date first written above.

HOLDER:

By: _____

Name: _____

Title: _____

Wire Instructions:

