

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) **June 30, 2016**

**Nxt-ID, Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**000-54960**  
(Commission File Number)

**46-0678374**  
(IRS Employer  
Identification No.)

**Nxt-ID, Inc.**  
**285 North Drive**  
**Suite D**  
**Melbourne, FL 32934**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(203) 266-2103**

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 (see General Instruction A.2. below):

- 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))
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### **Item 1.01 Entry into a Material Definitive Agreement**

As previously disclosed on Current Report to Form 8-K filed by Nxt-ID, Inc. (the “Company”) on May 20, 2016, on May 17, 2016, the Company entered into an Interest Purchase Agreement (the “Interest Purchase Agreement”) with LogicMark, LLC (“LogicMark”) and the holders of all of the membership interests (the “Interests”) of LogicMark (the “Sellers”), pursuant to which the Company will acquire all of the Interests from the Sellers (the “Transaction”).

On July 7, 2016, the Company and the Sellers entered into a First Amendment to Interest Purchase Agreement and Warrants (the “Amendment”), whereby the Company and the Sellers agreed to extend the termination date of the Offering from June 30, 2016 to July 22, 2016.

Additionally, upon signing the Interest Purchase Agreement the Company issued warrants (the “Warrants”) to the Sellers to acquire an aggregate of up to \$600,000 of shares (1,574,803 shares) of the Company’s common stock for no additional consideration. The Warrants were originally only exercisable if the Transaction did not close by June 30, 2016. Pursuant to the Amendment, the Warrants are now exercisable either (i) on July 22, 2016, if the Transaction does not close by that date or (ii) on the closing date of the Transaction.

The foregoing description of the terms of the Amendment is qualified in its entirety by reference to the provisions of the document filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Report”), which is incorporated by reference herein.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year**

On June 30, 2016, the “Company filed an amendment (the “Preferred Stock Amendment”) to the Certificate of Designation of its Series A Convertible Preferred Stock (the “Series A Preferred Stock”) with the Secretary of State of the State of Delaware. Among other changes, the Preferred Stock Amendment added language stating that no redemptions as contemplated in the Series A Preferred Stock would be payable in cash. The Preferred Stock Amendment was approved by holders of a majority of the outstanding shares of the Series A Preferred Stock.

A copy of the Preferred Stock Amendment is attached hereto as Exhibit 3.1 to this Report.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
3.1	Amendment to Certificate of Designation for Series A Convertible Preferred Stock
10.1	First Amendment to Interest Purchase Agreement and Warrants

**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 hereunto duly authorized.

Date: July 7, 2016

**NXT-ID, INC.**

By: /s/ Gino M. Pereira  
Name: Gino M. Pereira  
Title: Chief Executive Officer

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State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:22PM 06/30/2016  
FILED 08:22PM 06/30/2016  
SR 20164739805 - File Number 5106921

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF DESIGNATION  
OF  
SERIES A CONVERTIBLE PREFERRED STOCK  
OF  
NXT-ID, INC.

The undersigned, Gino Pereira, the Chief Executive Officer of Nxt-ID., Inc. (the "Corporation"), pursuant to the provisions of the General Corporation Law of the State of Delaware (the "GCL"), does hereby certify and set forth as follows:

**First:** The date on which the Certificate of Designation of Series A Convertible Preferred Stock of the Corporation (the "Certificate of Designation") was originally filed with the Secretary of State of the State of Delaware was April 5, 2016.

**Second:** The Board of Directors of the Corporation (the "Board"), acting in accordance with the provisions of 242 of the GCL and pursuant to the authority vested in the Board by written consent of a majority of the outstanding holders of the Series A Convertible Preferred Stock on June 29, 2016, pursuant to Sections 18 and 32 of the Certificate of Designation, adopted resolutions amending the Certificate of Designation as provided below.

**Third:** Section 4(d)(iii) of the Certificate of Designations has been added to read as follows:

(iii) Stockholder Meeting. By July 15, 2016, the Company shall file a preliminary proxy on Schedule 14A with the SEC calling for an annual meeting or special meeting of stockholders (the "**Preliminary Proxy**"), which shall include a proposal for stockholders to vote to approve the issuance of shares of Common Stock in excess of the Exchange Cap as required by the applicable rules of the Principal Market. If the Preliminary Proxy is not filed by July 15, 2016, then the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 2% multiplied by the aggregate outstanding Stated Value of the Preferred Shares held by each Holder for each day the Preliminary Proxy is not filed, which will be payable on a monthly basis or upon the filing of the Preliminary Proxy. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the filing of the Preliminary Proxy.

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Section 12(d) of the Certificate of Designation has been added to read as follows:

(d) Manner of Redemptions. Notwithstanding any other provision of this Certificate of Designations, the Company shall not be required to pay any redemption in cash. Redemptions may be paid in shares of Common Stock, per the applicable redemption price or conversion price. In the event a redemption would result in the issuance to a Holder of an amount of Common Stock in excess of the Maximum Percentage, then the issuance of such additional shares in excess of the Maximum Percentage shall be deferred in whole or in part until such time as such Holder is able to beneficially own such Common Stock without exceeding the Maximum Percentage and such Holder notifies the Company accordingly.

**Fourth:** All other provisions of the Certificate of Designation shall remain in full force and effect.

**Fifth:** This amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the GCL.

**Sixth:** This Certificate of Amendment shall be effective as of 5:00 P.M. New York time on the date written below.

**IN WITNESS WHEREOF**, the Corporation has caused this Certificate of Amendment to the Certificate of Designation of Series A Convertible Preferred Stock of the Corporation to be signed by the undersigned, a duly authorized officer of the Corporation, and the undersigned has executed this Certificate of Amendment and affirms the foregoing as true and under penalty of perjury this 30th day of June, 2016.

**NXT-ID, INC.**

By: /s/ Gino Pereira

Name: Gino Pereira

Title: Chief Executive Officer

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**FIRST AMENDMENT  
TO  
INTEREST PURCHASE AGREEMENT  
AND  
WARRANTS**

This First Amendment to Interest Purchase Agreement and Warrants (this "Amendment"), dated as of July 7, 2016, amends that certain Interest Purchase Agreement, dated as of May 17, 2016, by and among NXT-ID, Inc., a Delaware corporation ("Buyer"), LOGICMARK, LLC, a Delaware limited liability company ("Logicmark" or the "Company"), and each of LOGICMARK INVESTMENT PARTNERS, LLC, a Delaware limited liability company, GOTTLIEB FAMILY, LLC, a Virginia limited liability company, BEN CORNETT, KEVIN O'CONNOR and GENERATION3 PARTNERS I, LLC, a Delaware limited liability company (each, as a "Seller" and, together, the "Sellers"), and LOGICMARK INVESTMENT PARTNERS, LLC, a Delaware limited liability company, as Seller Representative (the "Purchase Agreement") and each of those certain Warrants, dated as of May 17, 2016, issued by Buyer in favor of each Seller (together, the "Warrants"). Capitalized terms used and not defined herein shall have the meanings set forth in the Purchase Agreement.

WHEREAS, Section 9(i) of the Purchase Agreement provides that the Purchase Agreement may be amended by mutual written consent of Buyer and Seller Representative.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Seller Representative, on behalf of the Sellers, hereby agree as follows:

1. Amendments. The Purchase Agreement and the Warrants are hereby amended as follows:

(a) Extension of Termination Date. Section 9(r)(ii)(1) of the Purchase Agreement is amended by replacing "June 30, 2016" with "July 22, 2016".

(b) Payment of Break-Up Shares at Closing. In addition to becoming fully exercisable on the Termination Date (as defined in the Warrants), the Warrants for the Break-Up Shares shall also become fully exercisable for all or any portion of the Break-Up Shares on the Closing Date and the Purchase Agreement and the Warrants are amended accordingly.

(c) Seller Note. Up to \$2,500,000 of the Unadjusted Purchase Price may be paid by Buyer by delivery at Closing of a secured subordinated promissory note in the aggregate principal amount of up to \$2,500,000 (the "Seller Note Amount") in favor of the Seller Representative (for the benefit of Sellers), in form and substance acceptable to the Seller Representative (the "Seller Note"). Accordingly, Section 2(b)(i) of the Purchase Agreement shall be amended to by replacing the "Escrow Amount" with the "Seller Note Amount" and to provide that Buyer shall deliver the Seller Note to the Seller Representative at Closing.

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(d) Funding of Escrow Amount. The Escrow Amount shall not be funded at Closing and instead shall be funded from amounts payable by Buyer under the Seller Note after the repayment to the order of the Seller Representative of \$1,000,000 of Seller Note principal, plus all accrued and unpaid interest on the entire principal amount of the Seller Note. Accordingly, Purchase Agreement shall be amended in Section 2(b)(ii) by replacing “at the Closing” with the “on the sixtieth (60<sup>th</sup>) day following the Closing Date from amounts payable under, and in accordance with, the Seller Note” and to provide that the Escrow Agreement shall not be entered into and delivered until such later date.

(e) Equity Raise Obligations. In order to fund the repayment in full of the amounts due under the Seller Note (including principal and all accrued and unpaid interest thereunder) and any unpaid Earn-Out Payments, Buyer shall use best efforts to expeditiously (but by no later than the sixtieth (60<sup>th</sup>) day following the Closing Date or the due date for any Earn-Out Payment, as applicable) raise capital sufficient for such purposes, including, without limitation, by immediately seeking and obtaining stockholder approval required by Buyer to consummate a private placement, and/or registered public offering, of the equity securities of Buyer, in compliance with all applicable laws and regulations, including applicable stock exchange rules and regulations, which best efforts shall be maintained by Buyer on an ongoing basis until the Seller Note is has been fully satisfied. In connection therewith, subject to Buyer’s confidentiality obligations, Buyer shall keep Sellers currently apprised of all material actions and developments in connection therewith on an ongoing basis, including by delivery to Sellers of all relevant documents and information as requested by or on behalf of Sellers.

2. Entire Agreement. The Warrants and the Purchase Agreement, as amended by this Amendment, constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof; provided, however, that nothing herein shall void or otherwise relieve Buyer from its obligations under that certain Confidentiality Agreement dated September 9, 2015 and joinder thereto dated September 30, 2015, which shall remain in full force and effect after Closing in accordance with the terms thereof. In the event of any conflict between the terms of this Amendment and the terms of the Warrants or the Purchase Agreement, the terms of this Amendment shall govern and control.

3. Effectiveness. Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Warrants or the Purchase Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference in the other documents entered into in connection with the Purchase Agreement, shall mean and be a reference to the Warrants or the Purchase Agreement, as applicable, as amended hereby. Except as specifically amended above, the Warrants and the Purchase Agreement shall remain in full force and effect and is hereby ratified and confirmed.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterpart Signature Pages. This Amendment may be executed in one or more counterparts (including by means of facsimile or email of a .pdf copy), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first above written.

BUYER:

NXT-ID, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER REPRESENTATIVE:

LOGICMARK INVESTMENT PARTNERS, LLC,  
solely in its capacity as Seller Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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