

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): April 2, 2019

INPIXON

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction  
of incorporation)

001-36404

(Commission File Number)

88-0434915

(I.R.S. Employer  
Identification No.)

2479 E. Bayshore Road, Suite 195  
Palo Alto, CA

(Address of principal executive offices)

94303

(Zip Code)

Registrant's telephone number, including area code: (408) 702-2167

N/A

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

Check the appropriate box below if the Form 8-K 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))

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.**

Second Amendment to Sysorex Loan Documents

On April 2, 2019, Inpixon (the “Company”) and Sysorex, Inc. (“Sysorex”) entered into a Second Amendment Agreement to that certain Note Purchase Agreement, dated as of December 31, 2018 (as amended from time to time in accordance with its terms, the “NPA”), and that certain Secured Promissory Note issued to the Company by Sysorex on December 31, 2018 (as amended from time to time in accordance with its terms, the “Note,” together with the NPA, the “Sysorex Loan Documents”). Pursuant to the Second Amendment Agreement, the Sysorex Loan Documents were amended to increase the maximum principal amount that may be outstanding at any time under the Note from \$5,000,000.00 to \$8,000,000.00. Nadir Ali, the Company’s Chief Executive Officer and a member of its Board of Directors, is also the Chairman of the Board of Directors of Sysorex. The transactions disclosed herein were unanimously approved by the Company’s Board of Directors.

The description of the Second Amendment Agreement is qualified in its entirety by the full text of the Second Amendment Agreement, a copy of which is filed herewith as Exhibit 10.1, which is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Second Amendment Agreement, dated as of April 2, 2019, between Inpixon and Sysorex, Inc.</a>

EXHIBIT INDEX

**Exhibit No.**   **Description**

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10.1   [Second Amendment Agreement, dated as of April 2, 2019, between Inpixon and Sysorex, Inc. \(1\)](#)

(1) Filed herewith.

**SIGNATURE**

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: April 5, 2019

**INPIXON**

By: /s/ Nadir Ali  
Name: Nadir Ali  
Title: Chief Executive Officer

**SECOND AMENDMENT AGREEMENT**

This SECOND AMENDMENT AGREEMENT (this "**Second Amendment**") is made and entered into as of April 2, 2019 ("**Amendment Date**") by and between Sysorex, Inc., a Nevada corporation (the "**Company**"), and Inpixon, a Nevada corporation (the "**Purchaser**"). In this Second Amendment, the Company and the Purchaser are sometimes referred to singularly as a "party" and collectively as the "parties". Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note (as defined below) or the NPA (as defined below), as applicable.

**WHEREAS**, pursuant to that certain Note Purchase Agreement, dated as of December 31, 2018 (as amended from time to time in accordance with its terms, the "**NPA**"), by and between the Company and the Purchaser, the Company issued and sold to the Purchaser a secured promissory note in an initial maximum principal amount up to an aggregate sum of \$3,000,000.00, dated as of December 31, 2018 (as amended from time to time in accordance with its terms, the "**Note**");

**WHEREAS**, pursuant to that certain First Amendment Agreement, dated February 4, 2019 (the "**First Amendment**"), by and between the Company and the Purchaser, the NPA and the Note were amended to increase the maximum principal amount that may be outstanding at any time from \$3,000,000.00 to \$5,000,000.00; and

**WHEREAS**, subject to the terms and conditions herein, the parties desire to further amend the NPA and the Note to increase the maximum principal amount that may be outstanding at any time from \$5,000,000.00 to \$8,000,000.00 in accordance with this Second Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties as hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**AGREEMENT**

**1. Amendment to the NPA and the Note.** The reference in paragraph 1 of the NPA to "Five Million Dollars (\$5,000,000)" is hereby deleted and replaced with "Eight Million Dollars (\$8,000,000)". The reference to \$5,000,000.00 on the face of the Note is hereby deleted and replaced with \$8,000,000.00 and the reference to "Five Million Dollars (\$5,000,000.00)" in the preamble to the Note is hereby deleted and replaced with "Eight Million Dollars (\$8,000,000.00)." There are no other changes to the NPA or Note.

**2. Effect on Transaction Documents.**

2.1. As of the date hereof, each reference in the NPA to "this Agreement," "hereunder," "hereof" or words of like import referring to the NPA, and each reference in the Note to "the Note Purchase Agreement," "the Agreement," "thereunder," "thereof" or words of like import referring to the NPA shall mean and be a reference to the NPA, as amended by the First Amendment and by this Second Amendment.

2.2. As of the date hereof, each reference in the Note to "this Note," "hereunder," "hereof" or words of like import referring to the Note, and each reference in the NPA to the "Note," "thereunder," "thereof" or words of like import referring to the Note shall mean and be a reference to the Note, as amended by the First Amendment and this Second Amendment.

2.3. Except as expressly set forth herein, the terms and conditions of the NPA and Note shall remain in full force and effect and each of the parties reserves all rights with respect to any other matters and remedies.

**3. Fees and Expenses.** Each party shall pay the fees and expenses of its advisors, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Second Amendment.

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4. **Miscellaneous.**

4.1. This Second Amendment, the First Amendment, the Note, and the NPA contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. This Second Amendment shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. This Second Amendment may not be amended, modified or supplemented, and no provision of this Second Amendment may be waived, other than by a written instrument duly executed and delivered by the parties.

4.2. It is hereby understood that this Second Amendment does not constitute an admission of liability by any party, including any admission of default under the NPA or the Note.

4.3. In all respects, including all matters of construction, validity and performance, this Second Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada as applicable to contracts made and performed in such State, without regard to principles thereof regarding conflicts or choice of law.

4.4. This Second Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same agreement. In the event that any signature is delivered in .pdf by email, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such signature were the original thereof.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed on the day and year first above written.

INPIXON

By: /s/ Nadir Ali  
Name: Nadir Ali  
Title: Chief Executive Officer

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[SIGNATURE PAGE OF THE PURCHASER]

SYSOREX, INC.

By: /s/ Zaman Khan

Name: Zaman Khan

Title: Chief Executive Officer

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[SIGNATURE PAGE OF THE COMPANY]

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