

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): December 31, 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.

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	INPX	The Nasdaq Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

Iliad Promissory Note Standstill and Maturity Date Extension

Inpixon (the “Company”) and Iliad Research and Trading, L.P. (“Iliad”) entered into an amendment to convertible promissory note as of December 31, 2019 (the “Amendment”), pursuant to which the maturity date of that certain Promissory Note, issued on December 21, 2018 (the “Note”), was further extended from December 31, 2019 to March 31, 2020. In addition, Iliad agreed to further extend the standstill previously agreed to pursuant to the terms of that certain Standstill Agreement, dated as of August 8, 2019, whereby Iliad will not be entitled to redeem all or any portion of the principal amount of the Note until March 31, 2020. The outstanding balance of the Note was approximately \$217,516 as of December 31, 2019.

Iliad is also the holder of that certain Promissory Note, issued on September 17, 2019, with an outstanding balance of approximately \$980,686 as of December 31, 2019. Chicago Venture Partners, L.P., an affiliate of Iliad (“CVP”), is the holder of other promissory notes of the Company, with an aggregate outstanding balance of approximately \$6,118,977 as of December 31, 2019. St. George Investments LLC, an affiliate of Iliad and CVP, is also the holder of a promissory note of the Company with an outstanding balance of approximately \$962,873 as of December 31, 2019.

The description of the Amendment is a summary only, is not intended to be complete, and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 and which is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the information regarding the Reverse Stock Split (as defined below) contained in Item 5.03 of this Current Report on Form 8-K (this “Current Report”) is incorporated by reference herein.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 3, 2020, the Company filed a Certificate of Amendment (the “Reverse Stock Split Amendment”) to its Restated Articles of Incorporation, as amended (the “Articles of Incorporation”), with the Secretary of State of the State of Nevada to effect a 1-for-45 reverse stock split (the “Reverse Stock Split”) of the Company’s issued and outstanding common stock, par value \$0.001 per share. Pursuant to the Reverse Stock Split Amendment, effective as of January 7, 2020, every forty-five shares of the issued and outstanding common stock were converted into one share of common stock, without any change in the par value per share. The Reverse Stock Split was approved by the Company’s stockholders at the 2019 annual meeting of stockholders. The Reverse Stock Split was implemented for the purpose of complying with the closing bid price requirement in Nasdaq Listing Rule 5550(a)(2).

The common stock began trading on a Reverse Stock Split-adjusted basis on the Nasdaq Capital Market at the opening of trading on January 7, 2020. In connection with the Reverse Stock Split, the common stock also commenced trading with a new CUSIP number, 45790J800, at such time.

No fractional shares of common stock were issued in connection with the Reverse Stock Split. If, as a result of the Reverse Stock Split, a stockholder would otherwise have held a fractional share, the stockholder received, in lieu of the issuance of such fractional share, one whole share of common stock.

Computershare Trust Company, N.A., the Company’s transfer agent, is acting as the exchange agent for the Reverse Stock Split and will provide instructions to stockholders of record regarding the process for exchanging shares. Those stockholders holding common stock in “street name” will receive instructions from their brokers.

The description of the Reverse Stock Split Amendment is a summary only, is not intended to be complete, and is qualified in its entirety by reference to the full text of the Reverse Stock Split Amendment, a copy of which is filed herewith as Exhibit 3.1 and which is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On January 6, 2020, the Company issued a press release announcing the Reverse Stock Split. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

The information in this Item 7.01 of this Current Report, including Exhibit 99.1 attached hereto, 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, nor shall it be deemed incorporated by reference in 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 a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	<u>Certificate of Amendment to Articles of Incorporation, effective as of January 7, 2020.</u>
10.1	<u>Amendment to Promissory Note.</u>
99.1	<u>Press Release issued on January 6, 2020.</u>

EXHIBIT INDEX

Exhibit No.	Description
3.1	Certificate of Amendment to Articles of Incorporation, effective as of January 7, 2020.
10.1	Amendment to Promissory Note.
99.1	Press Release issued on January 6, 2020.

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.

INPIXON

Date: January 7, 2020

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

[ATTACHMENT]

The Corporation shall not issue to any holder a fractional share of Common Stock on account of the Reverse Stock Split. Rather, any fractional share of Common Stock resulting from such change shall be rounded upward to the nearest whole share of Common Stock. Share interests issued due to rounding are given solely to save the expense and inconvenience of issuing fractional shares of Common Stock and do not represent separately bargained for consideration. Until surrendered, each certificate that immediately prior to the Effective Time represented shares of Common Stock ("*Old Certificates*") shall only represent the number of whole shares of Common Stock into which the shares of Common Stock formerly represented by such Old Certificate were combined into as a result of the Reverse Stock Split."

AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note (this “**Amendment**”) is entered into as of December 31, 2019, by and between Iliad Research and Trading, L.P., a Utah limited partnership (“**Lender**”), and Inpixon, a Nevada corporation (“**Borrower**”). Capitalized terms used in this Amendment without definition shall have the meanings given to them in the Note (as defined below).

A. Borrower previously issued to Lender a Promissory Note dated December 21, 2018 in the principal amount of \$1,895,000.00 (the “**Note**”).

B. Borrower has requested that Lender extend (i) the standstill for redemptions under the Note (the “**Standstill Extension**”) and (ii) the Maturity Date of the Note (the “**Maturity Date Extension**”) and, together with the Standstill Extension, the “**Extensions**”).

C. Lender has agreed, subject to the terms, amendments, conditions and understandings expressed in this Amendment, to grant the Extensions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. Each of the parties hereto acknowledges and agrees that the recitals set forth above in this Amendment are true and accurate and are hereby incorporated into and made a part of this Amendment.

2. Standstill Extension. Subject to the terms, conditions and understandings contained in this Amendment, Borrower and Lender agree that the standstill set forth in that certain Standstill Agreement, dated as of August 8, 2019, as modified by that certain Exchange Agreement, dated as of October 24, 2019, by and between Borrower and Lender, shall be extended to March 31, 2020. For the avoidance of doubt, Lender shall not be entitled to redeem all or any portion of the Note (the “**Standstill**”) until March 31, 2020 (the “**Standstill Period**”). Unless otherwise agreed to by Borrower and Lender, Borrower understands that the Standstill shall terminate immediately upon the earliest occurrence of (a) any breach of this Amendment, or (b) any Event of Default after the date hereof, and that in any such case, Lender may seek all recourse available to it under the terms of the Note, this Amendment, any other Transaction Document, or applicable law. Upon the termination of this Amendment or the expiration of the Standstill Period, among other rights, Lender shall have the right to redeem all or any portion of the outstanding balance in accordance with the terms of the Note.

3. Maturity Date Extension. The Maturity Date for the Note is hereby extended until March 31, 2020.

4. Representations and Warranties. In order to induce Lender to enter into this Amendment, Borrower, for itself, and for its affiliates, successors and assigns, hereby acknowledges, represents, warrants and agrees as follows:

(a) Borrower has full power and authority to enter into this Amendment and to incur and perform all obligations and covenants contained herein, all of which have been duly authorized by all proper and necessary action. No consent, approval, filing or registration with or notice to any governmental authority is required as a condition to the validity of this Amendment or the performance of any of the obligations of Borrower hereunder.

(b) There is no fact known to Borrower or which should be known to Borrower which Borrower has not disclosed to Lender on or prior to the date of this Amendment which would or could materially and adversely affect the understanding of Lender expressed in this Amendment or any representation, warranty, or recital contained in this Amendment.

(c) Except as expressly set forth in this Amendment, Borrower acknowledges and agrees that neither the execution and delivery of this Amendment nor any of the terms, provisions, covenants, or agreements contained in this Amendment shall in any manner release, impair, lessen, modify, waive, or otherwise affect the liability and obligations of Borrower under the terms of the Transaction Documents.

(d) Borrower has no defenses, affirmative or otherwise, rights of setoff, rights of recoupment, claims, counterclaims, actions or causes of action of any kind or nature whatsoever against Lender, directly or indirectly, arising out of, based upon, or in any manner connected with, the transactions contemplated hereby, whether known or unknown, which occurred, existed, was taken, permitted, or begun prior to the execution of this Amendment and occurred, existed, was taken, permitted or begun in accordance with, pursuant to, or by virtue of any of the terms or conditions of the Transaction Documents. To the extent any such defenses, affirmative or otherwise, rights of setoff, rights of recoupment, claims, counterclaims, actions or causes of action exist or existed, such defenses, rights, claims, counterclaims, actions and causes of action are hereby waived, discharged and released. Borrower hereby acknowledges and agrees that the execution of this Amendment by Lender shall not constitute an acknowledgment of or admission by Lender of the existence of any claims or of liability for any matter or precedent upon which any claim or liability may be asserted.

(e) Borrower represents and warrants that as of the date hereof no Events of Default or other material breaches exist under the Transaction Documents or have occurred prior to the date hereof.

5. Certain Acknowledgments. Each of the parties acknowledges and agrees that no property or cash consideration of any kind whatsoever has been or shall be given by Lender to Borrower in connection with the Extensions or any other amendment to the Note granted herein.

6. Other Terms Unchanged. The Note, as amended by this Amendment, remains and continues in full force and effect, constitutes legal, valid, and binding obligations of each of the parties, and is in all respects agreed to, ratified, and confirmed. Any reference to the Note after the date of this Amendment is deemed to be a reference to the Note as amended by this Amendment. If there is a conflict between the terms of this Amendment and the Note, the terms of this Amendment shall control. No forbearance or waiver may be implied by this Amendment. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment to, any right, power, or remedy of Lender under the Note, as in effect prior to the date hereof. For the avoidance of doubt, this Amendment shall be subject to the governing law, venue, and Arbitration Provisions, as set forth in the Note.

7. No Reliance. Borrower acknowledges and agrees that neither Lender nor any of its officers, directors, members, managers, equity holders, representatives or agents has made any representations or warranties to Borrower or any of its agents, representatives, officers, directors, or employees except as expressly set forth in this Amendment and the Transaction Documents and, in making its decision to enter into the transactions contemplated by this Amendment, Borrower is not relying on any representation, warranty, covenant or promise of Lender or its officers, directors, members, managers, equity holders, agents or representatives other than as set forth in this Amendment.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The parties hereto confirm that any electronic copy of another party's executed counterpart of this Amendment (or such party's signature page thereof) will be deemed to be an executed original thereof.

9. Further Assurances. Each party 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 the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Amendment and the consummation of the transactions contemplated hereby.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date set forth above.

LENDER:

Iliad Research and Trading, L.P.

By: Iliad Management, LLC, its General Partner

By: Fife Trading, Inc., its Manager

By: /s/ John M. Fife

John M. Fife, President

BORROWER:

Inpixon

By: /s/ Nadir Ali

Printed Name: Nadir Ali

Title: CEO

[Signature Page to Amendment to Promissory Note]

**News Release****Inpixon Announces Reverse Stock Split for NASDAQ Compliance**

PALO ALTO, Calif., Jan. 6, 2020 -- Inpixon (NASDAQ:INPX), a leading indoor data company that specializes in delivering indoor intelligence, today announced that the Company's Board of Directors has approved a reverse stock split of the Company's common stock whereby every forty-five (45) shares of its outstanding common stock will automatically be combined into one (1) share of common stock. The reverse split was approved by the Company's shareholders on November 15, 2019 and will be effective as of the commencement of trading on January 7, 2020. At such time, the common stock will also commence trading with a new CUSIP number, 45790J800. The reverse stock split is being implemented for the purpose of complying with the closing bid price requirement in Nasdaq Listing Rule 5550(a)(2). The Company's continued listing is subject to the written decision of the Nasdaq hearings panel following an appeal hearing.

In accordance with the reverse stock split, each stockholder's percentage ownership interest in Inpixon will remain unchanged. Any fractional shares resulting from the reverse stock split will be rounded up to the nearest whole share of common stock.

Nadir Ali, CEO of Inpixon, commented, "As we continue to make progress executing on our business model and growing our commercial and government customer base in the U.S. and around the world, in addition to addressing our bid price compliance issue, we believe the higher stock price resulting from the reverse split will enable us to attract a broader audience of open market investors. We look forward to an exciting 2020 and providing further updates."

About Inpixon

Inpixon® (Nasdaq: INPX) is an indoor data company that specializes in capturing, interpreting and giving context to indoor data so it can be translated into actionable intelligence. The company's indoor location data platform ingests diverse data from IoT, third-party and proprietary sensors designed to detect and position all active cellular, Wi-Fi and Bluetooth devices, and uses a proprietary process that ensures anonymity. Paired with a high-performance data analytics engine, patented algorithms, and advanced mapping technology, Inpixon's solutions are leveraged by a multitude of industries to do good with indoor data. This multidisciplinary depiction of indoor data enables users to increase revenue, decrease costs, and enhance safety. Inpixon customers can boldly take advantage of location awareness, analytics, sensor fusion and the Internet of Things (IoT) to uncover the untold stories of the indoors. For the latest insights, follow Inpixon on LinkedIn, Twitter, and visit inpixon.com.



Safe Harbor Statement

All statements in this release that are not based on historical fact are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. While management has based any forward-looking statements included in this release on its current expectations, the information on which such expectations were based may change. These forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of risks, uncertainties and other factors, many of which are outside of the control of Inpixon and its subsidiaries, which could cause actual results to materially differ from such statements. Such risks, uncertainties, and other factors include, but are not limited to, the fluctuation of economic conditions, the performance of management and employees, Inpixon’s ability to obtain financing, competition, general economic conditions and other factors that are detailed in Inpixon’s periodic and current reports available for review at sec.gov. In addition, Inpixon has requested a hearing before the Nasdaq Hearings Panel to appeal Nasdaq’s delisting determination as a result of Inpixon’s continued non-compliance with the minimum \$1.00 bid price requirement. At the hearing, to be held on January 23, 2019, Inpixon will present its plan to regain compliance, which Inpixon believes it will be able to demonstrate through the implementation of the reverse stock split. Inpixon can provide no assurance that the reverse stock split will result in compliance with the minimum bid price requirement, or that the Nasdaq Hearings Panel will rule in Inpixon’s favor. Furthermore, Inpixon operates in a highly competitive and rapidly changing environment where new and unanticipated risks may arise. Accordingly, investors should not place any reliance on forward-looking statements as a prediction of actual results. Inpixon disclaims any intention to, and undertakes no obligation to, update or revise forward-looking statements.

Inpixon Contacts

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