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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): October 17, 2017**

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**Cogint, Inc.**

(Exact name of registrant as specified in its charter)

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

**001-37893**  
(Commission  
File Number)

**77-0688094**  
(I.R.S. Employer  
Identification No.)

**2650 North Military Trail, Suite 300, Boca Raton, Florida**  
(Address of principal executive offices)

**33431**  
(Zip Code)

**Registrant's telephone number, including area code: 561-757-4000**

**Not Applicable**

Former name or former address, if changed since last report

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On October 17, 2017, Cogint, Inc. (the “Company”) entered into that certain (i) First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal Capital, LLC (“Intracoastal”), regarding 166,667 warrants to purchase common stock of the Company, par value \$0.0005 (the “Common Stock”), at an exercise price of \$3.75 per share (the “Intracoastal \$3.75 Warrant Amendment”); (ii) First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal regarding 250,000 warrants to purchase Common Stock at an exercise price of \$8.00 per share (the “Intracoastal \$8.00 Warrant Amendment”); (iii) First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal regarding 320,102 warrants to purchase Common Stock at an exercise price of \$10.00 per share (the “Intracoastal \$10.00 Warrant Amendment”); and (iv) First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Anson Investments Master Fund LP (“Anson”) regarding 125,000 warrants to purchase Common Stock at an exercise price of \$8.00 per share (individually, the “Anson Warrant Amendment,” and collectively with the Intracoastal \$3.75 Warrant Amendment, the Intracoastal \$8.00 Warrant Amendment, and the Intracoastal \$10.00 Warrant Amendment, the “Warrant Amendments”), pursuant to which the Company agreed to reduce the exercise price of all Common Stock warrants described above to \$3.00 per share, and Intracoastal and Anson separately agreed to exercise all Common Stock warrants held by them.

The Warrant Amendments also provide that the Company deliver to each of Anson and Intracoastal an additional warrant for Common Stock equal to twenty-five percent (25%) of the number of shares exercised pursuant to the applicable Warrant Amendment(s), at an exercise price of \$5.35 per share (each, an “Additional Warrant,” and collectively, the “Additional Warrants”). The Additional Warrant provided to Intracoastal is exercisable into 184,193 shares of Common Stock. The Additional Warrant provided to Anson is exercisable into 31,250 shares of Common Stock. The Additional Warrants are exercisable from the date of issuance and expire on the earlier of the close of business on the two year anniversary of (i) the date the registration statement registering the resale of the underlying shares is declared effective by the Securities and Exchange Commission (the “Commission”), or (ii) the commencement date that such Additional Warrant may be exercised by means of a “cashless exercise” pursuant to Section 1(c) thereof. The Company has agreed to register the resale of the shares of Common Stock underlying the Additional Warrants. The Additional Warrants were issued, and the shares of Common Stock underlying the Additional Warrants shall be issued, pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended, and Regulation D thereunder, as transactions by an issuer not involving a public offering.

The description of the Intracoastal \$3.75 Warrant Amendment, the Intracoastal \$8.00 Warrant Amendment, the Intracoastal \$10.00 Warrant Amendment, the Anson Warrant Amendment, and the Additional Warrants does not purport to be complete and is qualified in its entirety by reference to the Intracoastal \$3.75 Warrant Amendment, the Intracoastal \$8.00 Warrant Amendment, the Intracoastal \$10.00 Warrant Amendment, the Anson Warrant Amendment, and the Additional Warrants, forms of which are filed as Exhibits 4.1, 4.2, 4.3, 4.4, and 4.5 to this report and incorporated herein by reference.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit No.	Description
4.1	<a href="#"><u>First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal Capital, LLC - \$3.75 Warrants.</u></a>
4.2	<a href="#"><u>First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal Capital, LLC - \$8.00 Warrants.</u></a>
4.3	<a href="#"><u>First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Intracoastal Capital, LLC - \$10.00 Warrants.</u></a>
4.4	<a href="#"><u>First Amendment to Common Stock Purchase Warrant and Notice of Exercise with Anson Investment Master Fund LP - \$8.00 Warrants.</u></a>
4.5	<a href="#"><u>Form of Additional Warrants.</u></a>

**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.

October 17, 2017

**Cogint, Inc.**

By: /s/ Derek Dubner

Name: Derek Dubner

Title: CEO

**FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT  
AND NOTICE OF EXERCISE**

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT AND NOTICE OF EXERCISE (this "Amendment") is dated October 17, 2017 by and among Cogint, Inc. (the "Corporation") and Intracoastal Capital, LLC ("Warrantholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Warrant (defined below).

RECITALS

WHEREAS, in connection with that certain Securities Purchase Agreement dated as of November 23, 2016 (the "Purchase Agreement"), the Corporation issued to Warrantholder a warrant to purchase one hundred sixty-six thousand six hundred sixty-seven (166,667) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrant"); and

WHEREAS, the Corporation and Warrantholder have agreed to lower the Exercise Price of the Warrant on the terms set forth herein, and Warrantholder wishes to exercise its Warrant at such amended Exercise Price and pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, hereto hereby agree as follows:

1. AMENDMENT TO WARRANT. The Exercise Price is hereby amended to equal \$3.00 per share of Common Stock, which may be paid only in cash, by certified check or by wire transfer in accordance with Section 2, excluding subsection (c), of the Warrant.
2. NOTICE OF EXERCISE. Warrantholder hereby elects to purchase all of the Warrant Shares pursuant to the Warrant and tenders herewith payment of the Exercise Price in full. The Warrantholder warrants and represents that it is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended. The Warrant Shares shall be issued in the name of the Warrantholder unless otherwise specified by the Warrantholder, in writing. No later than two (2) business days following the date hereof, the Corporation shall instruct its transfer agent to deliver, on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system ("DWAC"), the Warrant Shares into an account designated by the Warrantholder.
3. ADDITIONAL WARRANT. As additional consideration for Warrantholder's exercise of the Warrant in accordance with the terms of the Warrant and this Amendment, the Corporation hereby issues to Warrantholder a warrant to purchase forty-one thousand six hundred sixty-seven (41,667) shares of Common Stock in the form attached hereto as Exhibit A (the "Additional Warrant").
4. SECURITIES LAW DISCLOSURE. The Corporation shall, by 9:00 a.m. (New York City time) on the business day immediately following the date hereof, file a Current Report on Form 8-K (the "Announcement 8-K"), with the Securities Exchange Commission. From and after the filing of the Announcement 8-K, the Corporation represents to Warrantholder that it shall have publicly disclosed all material, non-public information delivered to Warrantholder by the Corporation, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by this Amendment.

5. **SUBSEQUENT CAPITAL RAISE.** The Corporation acknowledges and agrees that it shall not, for a period of sixty (60) Trading Days from date hereof, without Warrantheader's prior written consent, enter into any agreement whereby the Corporation sells its Common Stock, or any security convertible or exercisable into Common Stock, for less than \$4.75 per share of Common Stock, including any exercise price under a warrant or similar security convertible into Common Stock; *provided, however*, that any amendments to warrants held by Anson Investments Master Fund LP, Empery Asset Master, Ltd., Empery Tax Efficient, LP, Empery Tax Efficient II, LP, Whitehorse Finance, Inc., H.I.G. Whitehorse SMA ABF, L.P., H.I.G. Whitehorse SMA Holdings I, LLC, and/or any of their respective affiliates shall not be subject to the restrictions set forth in this Section 5. For the purpose of this Amendment, "Trading Day" means a day on which the Nasdaq Global Market is open for trading.

6. **WARRANT AMENDMENT RESTRICTIONS.** For a period of six (6) months from the date hereof, the Corporation shall not, strictly in connection with the amendment of a warrant for Common Stock, without Warrantheader's prior written consent, (i) amend the exercise price for such warrant to be less than \$3.00 or (ii) sell or otherwise issue shares of Common Stock, or any security convertible or exercisable into Common Stock, to such warrant holder (or any affiliate thereof) at a price less than \$5.35 per share. For the sake of clarity, the restrictions set forth in the preceding sentence shall not apply to any sale or issuance of Common Stock that does not directly involve the amendment of a warrant for Common Stock.

7. **RELEASE.** In consideration of this Amendment and the issuance of the Additional Warrant, Warrantheader, for itself and any and all of its affiliates, successors and assigns (collectively, "Warrantheader Releasers"), does hereby fully and unconditionally release and forever discharge the Corporation and its parents, subsidiaries, affiliates, shareholders, partners, members employees, officers, directors, representatives, attorneys and agents, of and from all, and all manner of, covenants and obligations, in law or in equity, whether past, present, or future, known or unknown, pursuant or related to the Purchase Agreement and/or the Warrant; *provided, however*, that notwithstanding any provision to the contrary herein, none of the Warrantheader Releasers waives any rights it may have pursuant to law in its capacity as a stockholder of the Corporation or pursuant to the Additional Warrant.

8. **COUNTERPARTS.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

COGINT, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

**WARRANTHOLDER:**

INTRACOASTAL CAPITAL, LLC

By: /s/ Keith Goodman

Name: Keith Goodman

Title: Authorized Signatory

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]



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EXHIBIT A

FORM OF ADDITIONAL WARRANT

See attached.

**FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT  
AND NOTICE OF EXERCISE**

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT AND NOTICE OF EXERCISE (this "Amendment") is dated October 17, 2017 by and among Cogint, Inc. (the "Corporation") and Intracoastal Capital, LLC ("Warrantholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Warrant (defined below).

RECITALS

WHEREAS, in connection with that certain Securities Purchase Agreement dated as of May 17, 2016 (the "Purchase Agreement"), the Corporation issued to Warrantholder a warrant to purchase two hundred fifty thousand (250,000) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrant"); and

WHEREAS, the Corporation and Warrantholder have agreed to lower the Exercise Price of the Warrant on the terms set forth herein, and Warrantholder wishes to exercise its Warrant at such amended Exercise Price and pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, hereto hereby agree as follows:

1. AMENDMENT TO WARRANT. The Exercise Price is hereby amended to equal \$3.00 per share of Common Stock, which may be paid only in cash, by certified check or by wire transfer in accordance with Section 2, excluding subsection (c), of the Warrant.
2. NOTICE OF EXERCISE. Warrantholder hereby elects to purchase all of the Warrant Shares pursuant to the Warrant and tenders herewith payment of the Exercise Price in full. The Warrantholder warrants and represents that it is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended. The Warrant Shares shall be issued in the name of the Warrantholder unless otherwise specified by the Warrantholder, in writing. No later than two (2) business days following the date hereof, the Corporation shall instruct its transfer agent to deliver, on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system ("DWAC"), the Warrant Shares into an account designated by the Warrantholder.
3. ADDITIONAL WARRANT. As additional consideration for Warrantholder's exercise of the Warrant in accordance with the terms of the Warrant and this Amendment, the Corporation hereby issues to Warrantholder a warrant to purchase sixty-two thousand five hundred (62,500) shares Common Stock substantially in the form attached hereto as Exhibit A (the "Additional Warrant").
4. SECURITIES LAW DISCLOSURE. The Corporation shall, by 9:00 a.m. (New York City time) on the business day immediately following the date hereof, file a Current Report on Form 8-K (the "Announcement 8-K"), with the Securities Exchange Commission. From and after the filing of the Announcement 8-K, the Corporation represents to Warrantholder that it shall have publicly disclosed all material, non-public information delivered to Warrantholder by the Corporation, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by this Amendment.

5. **SUBSEQUENT CAPITAL RAISE.** The Corporation acknowledges and agrees that it shall not, for a period of sixty (60) Trading Days from date hereof, without Warrantholder's prior written consent, enter into any agreement whereby the Corporation sells its Common Stock, or any security convertible or exercisable into Common Stock, for less than \$4.75 per share of Common Stock, including any exercise price under a warrant or similar security convertible into Common Stock; *provided, however*, that any amendments to warrants held by Anson Investments Master Fund LP, Empery Asset Master, Ltd., Empery Tax Efficient, LP, Empery Tax Efficient II, LP, Whitehorse Finance, Inc., H.I.G. Whitehorse SMA ABF, L.P., H.I.G. Whitehorse SMA Holdings I, LLC, and/or any of their respective affiliates shall not be subject to the restrictions set forth in this Section 5. For the purpose of this Amendment, "Trading Day" means a day on which the Nasdaq Global Market is open for trading.

6. **WARRANT AMENDMENT RESTRICTIONS.** For a period of six (6) months from the date hereof, the Corporation shall not, strictly in connection with the amendment of a warrant for Common Stock, without Warrantholder's prior written consent, (i) amend the exercise price for such warrant to be less than \$3.00 or (ii) sell or otherwise issue shares of Common Stock, or any security convertible or exercisable into Common Stock, to such warrant holder (or any affiliate thereof) at a price less than \$5.35 per share. For the sake of clarity, the restrictions set forth in the preceding sentence shall not apply to any sale or issuance of Common Stock that does not directly involve the amendment of a warrant for Common Stock.

7. **RELEASE.** In consideration of this Amendment and the issuance of the Additional Warrant, Warrantholder, for itself and any and all of its affiliates, successors and assigns (collectively, "Warrantholder Releasers"), does hereby fully and unconditionally release and forever discharge the Corporation and its parents, subsidiaries, affiliates, shareholders, partners, members employees, officers, directors, representatives, attorneys and agents, of and from all, and all manner of, covenants and obligations, in law or in equity, whether past, present, or future, known or unknown, pursuant or related to the Purchase Agreement and/or the Warrant; *provided, however*, that notwithstanding any provision to the contrary herein, none of the Warrantholder Releasers waives any rights it may have pursuant to law in its capacity as a stockholder of the Corporation or pursuant to the Additional Warrant.

8. **COUNTERPARTS.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

COGINT, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

**WARRANTHOLDER:**

INTRACOASTAL CAPITAL, LLC

By: /s/ Keith Goodman

Name: Keith Goodman

Title: Authorized Signatory

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

EXHIBIT A

FORM OF ADDITIONAL WARRANT

See attached.

**FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT  
AND NOTICE OF EXERCISE**

THIS FIRST AMENDMENT TO COMMON STOCK PURCHASE WARRANT AND NOTICE OF EXERCISE (this "Amendment") is dated October 17, 2017 by and among Cogint, Inc. (the "Corporation") and Intracoastal Capital, LLC ("Warrantholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Warrant (defined below).

RECITALS

WHEREAS, in connection with that certain Securities Purchase Agreement dated as of July 23, 2015 (the "Purchase Agreement"), the Corporation issued to Warrantholder a warrant to purchase three hundred twenty thousand one hundred two (320,102) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrant"); and

WHEREAS, the Corporation and Warrantholder have agreed to lower the Exercise Price of the Warrant on the terms set forth herein, and Warrantholder wishes to exercise its Warrant at such amended Exercise Price and pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, hereto hereby agree as follows:

1. AMENDMENT TO WARRANT. The Exercise Price is hereby amended to equal \$3.00 per share of Common Stock, which may be paid only in cash, by certified check or by wire transfer in accordance with Section 2, excluding subsection (c), of the Warrant.
2. NOTICE OF EXERCISE. Warrantholder hereby elects to purchase all of the Warrant Shares pursuant to the Warrant and tenders herewith payment of the Exercise Price in full. The Warrantholder warrants and represents that it is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended. The Warrant Shares shall be issued in the name of the Warrantholder unless otherwise specified by the Warrantholder, in writing. No later than two (2) business days following the date hereof, the Corporation shall instruct its transfer agent to deliver, on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system ("DWAC"), the Warrant Shares into an account designated by the Warrantholder.
3. ADDITIONAL WARRANT. As additional consideration for Warrantholder's exercise of the Warrant in accordance with the terms of the Warrant and this Amendment, the Corporation hereby issues to Warrantholder a warrant to purchase eighty thousand twenty-six (80,026) shares of Common Stock in the form attached hereto as Exhibit A (the "Additional Warrant").
4. SECURITIES LAW DISCLOSURE. The Corporation shall, by 9:00 a.m. (New York City time) on the business day immediately following the date hereof, file a Current Report on Form 8-K (the "Announcement 8-K"), with the Securities Exchange Commission. From and after the filing of the Announcement 8-K, the Corporation represents to Warrantholder that it shall have publicly disclosed all material, non-public information delivered to Warrantholder by the Corporation, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by this Amendment.

5. **SUBSEQUENT CAPITAL RAISE.** The Corporation acknowledges and agrees that it shall not, for a period of sixty (60) Trading Days from date hereof, without Warrantholder's prior written consent, enter into any agreement whereby the Corporation sells its Common Stock, or any security convertible or exercisable into Common Stock, for less than \$4.75 per share of Common Stock, including any exercise price under a warrant or similar security convertible into Common Stock; *provided, however*, that any amendments to warrants held by Anson Investments Master Fund LP, Empery Asset Master, Ltd., Empery Tax Efficient, LP, Empery Tax Efficient II, LP, Whitehorse Finance, Inc., H.I.G. Whitehorse SMA ABF, L.P., H.I.G. Whitehorse SMA Holdings I, LLC, and/or any of their respective affiliates shall not be subject to the restrictions set forth in this Section 5. For the purpose of this Amendment, "Trading Day" means a day on which the Nasdaq Global Market is open for trading.

6. **WARRANT AMENDMENT RESTRICTIONS.** For a period of six (6) months from the date hereof, the Corporation shall not, strictly in connection with the amendment of a warrant for Common Stock, without Warrantholder's prior written consent, (i) amend the exercise price for such warrant to be less than \$3.00 or (ii) sell or otherwise issue shares of Common Stock, or any security convertible or exercisable into Common Stock, to such warrant holder (or any affiliate thereof) at a price less than \$5.35 per share. For the sake of clarity, the restrictions set forth in the preceding sentence shall not apply to any sale or issuance of Common Stock that does not directly involve the amendment of a warrant for Common Stock.

7. **RELEASE.** In consideration of this Amendment and the issuance of the Additional Warrant, Warrantholder, for itself and any and all of its affiliates, successors and assigns (collectively, "Warrantholder Releasers"), does hereby fully and unconditionally release and forever discharge the Corporation and its parents, subsidiaries, affiliates, shareholders, partners, members employees, officers, directors, representatives, attorneys and agents, of and from all, and all manner of, covenants and obligations, in law or in equity, whether past, present, or future, known or unknown, pursuant or related to the Purchase Agreement and/or the Warrant; *provided, however*, that notwithstanding any provision to the contrary herein, none of the Warrantholder Releasers waives any rights it may have pursuant to law in its capacity as a stockholder of the Corporation or pursuant to the Additional Warrant.

8. **COUNTERPARTS.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature pages follow]



**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

COGINT, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

**WARRANTHOLDER:**

INTRACOASTAL CAPITAL, LLC

By: /s/ Keith Goodman

Name: Keith Goodman

Title: Authorized Signatory

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

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EXHIBIT A

FORM OF ADDITIONAL WARRANT

See attached.

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AND NOTICE OF EXERCISE**

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RECITALS

WHEREAS, in connection with that certain Securities Purchase Agreement dated as of May 17, 2016 (the "Purchase Agreement"), the Corporation issued to Warrantholder a warrant to purchase one hundred twenty-five thousand (125,000) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrant"); and

WHEREAS, the Corporation and Warrantholder have agreed to lower the Exercise Price of the Warrant on the terms set forth herein, and Warrantholder wishes to exercise its Warrant at such amended Exercise Price and pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, hereto hereby agree as follows:

1. AMENDMENT TO WARRANT. The Exercise Price is hereby amended to equal \$3.00 per share of Common Stock, which may be paid only in cash, by certified check or by wire transfer in accordance with Section 2, excluding subsection (c), of the Warrant.
2. NOTICE OF EXERCISE. Warrantholder hereby elects to purchase all of the Warrant Shares pursuant to the Warrant and tenders herewith payment of the Exercise Price in full. The Warrantholder warrants and represents that it is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended. The Warrant Shares shall be issued in the name of the Warrantholder unless otherwise specified by the Warrantholder, in writing. No later than two (2) business days following the date hereof, the Corporation shall instruct its transfer agent to deliver, on an expedited basis via The Depository Trust Company Deposit or Withdrawal at Custodian system ("DWAC"), the Warrant Shares into an account designated by the Warrantholder.
3. ADDITIONAL WARRANT. As additional consideration for Warrantholder's exercise of the Warrant in accordance with the terms of the Warrant and this Amendment, the Corporation hereby issues to Warrantholder a warrant to purchase thirty-one thousand two hundred fifty (31,250) shares Common Stock substantially in the form attached hereto as Exhibit A (the "Additional Warrant").
4. SECURITIES LAW DISCLOSURE. The Corporation shall, by 9:00 a.m. (New York City time) on the business day immediately following the date hereof, file a Current Report on Form 8-K (the "Announcement 8-K"), with the Securities Exchange Commission. From and after the filing of the Announcement 8-K, the Corporation represents to Warrantholder that it shall have publicly disclosed all material, non-public information delivered to Warrantholder by the Corporation, or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by this Amendment.

5. **SUBSEQUENT CAPITAL RAISE.** The Corporation acknowledges and agrees that it shall not, for a period of sixty (60) Trading Days from date hereof, without Warrantholder's prior written consent, enter into any agreement whereby the Corporation sells its Common Stock, or any security convertible or exercisable into Common Stock, for less than \$4.75 per share of Common Stock, including any exercise price under a warrant or similar security convertible into Common Stock; *provided, however*, that any amendments to warrants held by Intracoastal Capital LLC, Empery Asset Master, Ltd., Empery Tax Efficient, LP, Empery Tax Efficient II, LP, Whitehorse Finance, Inc., H.I.G. Whitehorse SMA ABF, L.P., H.I.G. Whitehorse SMA Holdings I, LLC, and/or any of their respective affiliates shall not be subject to the restrictions set forth in this Section 5. For the purpose of this Amendment, "**Trading Day**," means a day on which the Nasdaq Global Market is open for trading.

6. **WARRANT AMENDMENT RESTRICTIONS.** For a period of six (6) months from the date hereof, the Corporation shall not, strictly in connection with the amendment of a warrant for Common Stock, without Warrantholder's prior written consent, (i) amend the exercise price for such warrant to be less than \$3.00 or (ii) sell or otherwise issue shares of Common Stock, or any security convertible or exercisable into Common Stock, to such warrant holder (or any affiliate thereof) at a price less than \$5.35 per share. For the sake of clarity, the restrictions set forth in the preceding sentence shall not apply to any sale or issuance of Common Stock that does not directly involve the amendment of a warrant for Common Stock.

7. **RELEASE.** In consideration of this Amendment and the issuance of the Additional Warrant, Warrantholder, for itself and any and all of its affiliates, successors and assigns (collectively, "Warrantholder Releasors"), does hereby fully and unconditionally release and forever discharge the Corporation and its parents, subsidiaries, affiliates, shareholders, partners, members employees, officers, directors, representatives, attorneys and agents, of and from all, and all manner of, covenants and obligations, in law or in equity, whether past, present, or future, known or unknown, pursuant or related to the Purchase Agreement and/or the Warrant; *provided, however*, that notwithstanding any provision to the contrary herein, none of the Warrantholder Releasors waives any rights it may have pursuant to law in its capacity as a stockholder of the Corporation or pursuant to the Additional Warrant.

8. **COUNTERPARTS.** This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

COGINT, INC.

By: /s/ Derek Dubner

Name: Derek Dubner

Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

**WARRANTHOLDER:**

ANSON INVESTMENTS MASTER FUND LP

By: /s/ Amin Nathoo

Name: Amin Nathoo

Title: Authorized Signatory

[Signature Page to First Amendment to Common Stock Purchase Warrant and Notice of Exercise]

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EXHIBIT A

FORM OF ADDITIONAL WARRANT

See attached.



NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY (i) SHALL BEAR A LEGEND WITH RESPECT TO THE FOREGOING and (ii) MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

**FORM OF  
COMMON STOCK PURCHASE WARRANT**

**COGINT, INC.**

Warrant Shares:

Initial Exercise Date: **[Date of Issuance]**

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, \_\_\_\_\_ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Initial Exercise Date and on or prior to the earlier of close of business on the two year anniversary of (i) the date the registration statement registering the resale of the Warrant Shares is declared effective by the Securities and Exchange Commission (the "Commission"), or (ii) the commencement date that this Warrant may be exercised by means of a "cashless exercise" pursuant to Section 1(c) (such date, as applicable, the "Termination Date"), but not thereafter, to subscribe for and purchase from Cogint, Inc., a Delaware corporation (the "Company"), up to \_\_\_\_\_ shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 1(b).

Section 1. Exercise.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed e-mail attachment of the Notice of Exercise in the form annexed hereto. Within three (3) Trading Days of the date said Notice of Exercise is delivered to the Company, the Holder shall deliver to the Company payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank or, if available, pursuant to the cashless exercise

procedure specified in Section 1(c) below. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$5.35, subject to adjustment hereunder (the "Exercise Price").

(c) Cashless Exercise. If at any time following the six (6) month anniversary of the Initial Exercise Date, there is no effective registration statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Exercise Notice is (1) both executed and delivered pursuant to Section 1(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) (64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) the Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Exercise Notice if such Exercise Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 1(a) hereof or (iii) the VWAP on the date of the applicable Exercise Notice if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 1(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 1(c).

“Bid Price” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the purchasers of a majority in interest of the Holder’s securities of the Company then-outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

“VWAP” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the purchasers of a majority in interest of the Holder’s securities of the Company then-outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 1(c).

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. Warrant Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if (A) the Company is then a participant in such system, and (B) such manner of delivery is available with respect to such Warrant Shares and either (1) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (2), this Warrant is being exercised via cashless exercise, and otherwise by physical delivery of a certificate to the address specified by the Holder in the Notice of Exercise, registered in the Company's share register in the name of the Holder or its designee by the date that is one (1) Trading Day after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price and all taxes required to be paid by the Holder, if any, pursuant to Section 1(d)(v) prior to the issuance of such shares, having been paid.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 1(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

(iv) Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 1(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to

cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

(v) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

(vi) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

(vii) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 1 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any

other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 1(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 1(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 1(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 1(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 1(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61<sup>st</sup> day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 2. Certain Adjustments.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares

of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 2(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any direct or indirect purchase offer, tender offer, or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 1(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 1(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental

Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 2(b) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein.

(c) Calculations. All calculations under this Section 2 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 2, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(d) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 2, the Company shall promptly deliver to the Holder by e-mail a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the



Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by e-mail to the Holder at its last e-mail address as it shall appear upon the Warrant Register (defined below) of the Company, at least 10 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

### Section 3. Transfer of Warrant.

(a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 3(d) hereof, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Warrant full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 3(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “Warrant Register”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(d) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

#### Section 4. Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 1(d)(i).

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

(e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof.

(f) **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(g) **Restrictions.** The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

(h) **Nonwaiver and Expenses.** No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(i) **Notices.** Any notice required or permitted pursuant to this Warrant shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or sent by courier, overnight delivery service or confirmed email, or forty-eight hours after being deposited in the regular mail, as certified or registered mail (airmail if sent internationally), with postage prepaid, addressed to: (a) if to the Holder, the address of the Holder most recently furnished in writing to the Company (or, if no address has been furnished, the address of such Holder in the Company's records); and (b) if to the Company, the address of the Company's corporate headquarters, Attention: Chief Executive Officer.

(j) **Limitation of Liability.** No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(k) **Remedies.** The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(l) **Successors and Assigns.** Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(m) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

(n) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

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*(Signature Page Follows)*

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of October , 2017.

**COGINT, INC.**

By: \_\_\_\_\_  
Name: Derek Dubner  
Title: Chief Executive Officer

**NOTICE OF EXERCISE**

TO: COGINT, INC.

(1) The undersigned hereby elects to purchase \_\_\_\_\_ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of lawful money of the United States.

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_

The Warrant Shares shall be delivered to the following DWAC Account Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(4) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: \_\_\_\_\_

*Signature of Authorized Signatory of Investing Entity:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

ASSIGNMENT FORM

*(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)*

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, \_\_\_\_\_

Holder's Signature: \_\_\_\_\_

Holder's Address: \_\_\_\_\_