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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): July 9, 2018

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FLUENT, 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.)

33 Whitehall Street, 15<sup>th</sup> Floor New York, New York  
(Address of principal executive offices)

10004  
(Zip Code)

Registrant's telephone number, including area code: 646-669-7272

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 July 9, 2018, Fluent, Inc. (the "Company") entered into First Amendments (the "First Amendments") to the Amendments to Warrants and Agreements to Exercise ("Amended Whitehorse Warrants") with (i) H.I.G. Whitehorse SMA ABF, L.P. regarding 46,667 warrants to purchase common stock of the Company, par value \$0.0005 per share, at an exercise price of \$3.00 per share; (ii) H.I.G. Whitehorse SMA Holdings I, LLC regarding 66,666 warrants to purchase common stock of the Company at an exercise price of \$3.00 per share; and (iii) Whitehorse Finance, Inc. regarding 186,667 warrants to purchase common stock of the Company at an exercise price of \$3.00 per share. In November 2017, the Amended Whitehorse Warrants were exercised and the Company issued an aggregate of 300,000 shares of common stock of the Company (the "Warrant Shares") to the warrant holders. Pursuant to the First Amendments, the parties agreed to reduce the price per share at which the warrant holders have the right, but not the obligation, to require the Company to purchase from the warrant holders the Warrant Shares (the "Put Right") to \$3.8334 per share, to modify the period during which the Put Right can be exercised to the period commencing January 1, 2019 and ending December 15, 2019, and to modify the minimum price that the warrant holders can transfer any of the Warrant Shares to no less than \$3.8334 per share.

The description of the First Amendments does not purport to be complete and is qualified in its entirety by reference to the First Amendments which are filed as Exhibits 4.1, 4.2, and 4.3 to this Current Report on Form 8-K and incorporated herein by reference.

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

| <b>Exhibit No.</b>  | <b>Description</b>  |
|---------------------|---|
| <a href="#">4.1</a> | First Amendment to Amendment to Warrants and Agreement to Exercise with H.I.G. Whitehorse SMA ABF, L.P. dated July 9, 2018.       |
| <a href="#">4.2</a> | First Amendment to Amendment to Warrants and Agreement to Exercise with H.I.G. Whitehorse SMA Holdings I, LLC dated July 9, 2018. |
| <a href="#">4.3</a> | First Amendment to Amendment to Warrants and Agreement to Exercise with Whitehorse Finance, Inc. dated July 9, 2018.              |

**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.

**Fluent, Inc.**

July 13, 2018

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

**FIRST AMENDMENT TO  
AMENDMENT TO WARRANTS AND AGREEMENT TO EXERCISE**

THIS FIRST AMENDMENT TO AMENDMENT TO WARRANTS AND AGREEMENT TO EXERCISE (this "Amendment") is dated July 9, 2018 by and among Fluent, Inc., formerly known as Cogint, Inc. (the "Corporation") and H.I.G. Whitehorse SMA ABF, LP ("Warrantholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Warrants (defined below).

RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, forty-six thousand six hundred sixty-seven (46,667) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, the Corporation and Warrantholder have agreed to amend the put right provided under the Agreement on 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 hereto, intending to be legally bound, hereby agree as follows:

1. Put Right. Section 7 of the Agreement is deleted in its entirety and amended as follows:

"7. PUT RIGHT. Warrantholder shall have the right, but not the obligation, to require the Corporation to purchase from Warrantholder all Warrant Shares held by Warrantholder at a price equal to \$3.8334 per share (the "Put Right") on the terms and conditions set forth herein. In order to exercise the Put Right, Warrantholder shall provide the Corporation written notice thereof at any time during the time period commencing January 1, 2019, and ending 11:59 PM ET on December 15, 2019 (the "Put Exercise Period"). As a condition precedent to the exercise of the Put Right and the Corporation's obligation to consummate the Put Closing (as defined below), Warrantholder shall own and possess the Warrant Shares free and clear of any and all liens, mortgages, pledges, security interests, encumbrances or charges of any kind. Subject to the terms hereof, the Corporation shall purchase all Warrant Shares held by Warrantholder no later than ten (10) Business Days from the Corporation's receipt, during the Put Exercise Period, of Warrantholder's written notice of exercise of the Put Right, which purchase shall be effective upon delivery of the purchase price therefor (the "Put Closing")."

2. Leak Out. Item (ii) of Section 5 of the Agreement is deleted in its entirety and amended as follows:

"(ii) Warrantholder shall not Transfer any of the Warrant Shares for less than \$3.8334 per share (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after July 9, 2018)."

3. Full Force and Effect. Except as specifically amended, modified or supplemented by this Amendment, the Agreement, as amended, shall remain unchanged and in full force and effect.

4. 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.

**(Signatures on following page)**

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**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:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]

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**WARRANTHOLDER:**

H.I.G. Whitehorse SMA ABF, LP

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

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[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]

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RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, sixty-six thousand six hundred sixty-six (66,666) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, the Corporation and Warrantholder have agreed to amend the put right provided under the Agreement on 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 hereto, intending to be legally bound, hereby agree as follows:

1. Put Right. Section 7 of the Agreement is deleted in its entirety and amended as follows:

"7. PUT RIGHT. Warrantholder shall have the right, but not the obligation, to require the Corporation to purchase from Warrantholder all Warrant Shares held by Warrantholder at a price equal to \$3.8334 per share (the "Put Right") on the terms and conditions set forth herein. In order to exercise the Put Right, Warrantholder shall provide the Corporation written notice thereof at any time during the time period commencing January 1, 2019, and ending 11:59 PM ET on December 15, 2019 (the "Put Exercise Period"). As a condition precedent to the exercise of the Put Right and the Corporation's obligation to consummate the Put Closing (as defined below), Warrantholder shall own and possess the Warrant Shares free and clear of any and all liens, mortgages, pledges, security interests, encumbrances or charges of any kind. Subject to the terms hereof, the Corporation shall purchase all Warrant Shares held by Warrantholder no later than ten (10) Business Days from the Corporation's receipt, during the Put Exercise Period, of Warrantholder's written notice of exercise of the Put Right, which purchase shall be effective upon delivery of the purchase price therefor (the "Put Closing")."

2. Leak Out. Item (ii) of Section 5 of the Agreement is deleted in its entirety and amended as follows:

"(ii) Warrantholder shall not Transfer any of the Warrant Shares for less than \$3.8334 per share (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after July 9, 2018)."

3. Full Force and Effect. Except as specifically amended, modified or supplemented by this Amendment, the Agreement, as amended, shall remain unchanged and in full force and effect.

4. 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.

**(Signatures on following page)**

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**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:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]

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**WARRANTHOLDER:**

H.I.G. Whitehorse SMA Holdings I, LLC

By: /s/ Richard Siegel

Name: Richard Siegel

Title: Authorized Signatory

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[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]

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RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, one hundred eighty-six thousand six hundred sixty-seven (186,667) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, the Corporation and Warrantholder have agreed to amend the put right provided under the Agreement on 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 hereto, intending to be legally bound, hereby agree as follows:

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2. Leak Out. Item (ii) of Section 5 of the Agreement is deleted in its entirety and amended as follows:

"(ii) Warrantholder shall not Transfer any of the Warrant Shares for less than \$3.8334 per share (as appropriately adjusted for any stock split or reverse stock split, stock dividend, combination, or other recapitalization or reclassification effected after July 9, 2018)."

3. Full Force and Effect. Except as specifically amended, modified or supplemented by this Amendment, the Agreement, as amended, shall remain unchanged and in full force and effect.

4. 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.

(Signatures on following page)

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**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:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

[Signatures continue on following page]

[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]

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**WARRANTHOLDER:**

Whitehorse Finance, Inc.

By: /s/ Edward J. Giordano  
Name: Edward J. Giordano  
Title: Authorized Signatory

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[Signature Page to First Amendment to Amendment to Warrants And Agreement to Exercise]