

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report

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

Date of Report (Date of earliest event reported): August 20, 2015

VRINGO, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34785
(Commission
File Number)

20-4988129
(I.R.S. Employer
Identification No.)

780 Third Avenue, 12th Floor, New York, NY 10017
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: (212) 309-7549

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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On August 20, 2015, Vringo, Inc. (the “Company”) entered into an Amendment No. 1 to that certain employment agreement, dated February 13, 2013 (the “Employment Agreement”), by and between the Company and Andrew D. Perlman, the Company’s Chief Executive Officer (the “Amendment”). Pursuant to the Amendment, Mr. Perlman’s employment period under the Employment Agreement was extended for three months, from February 13, 2016 to May 13, 2016.

The foregoing description of the Amendment is not complete and is subject to, and qualified in its entirety by, the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Exhibits
10.1	Amendment No. 1 to Employment Agreement, dated August 20, 2015, by and between Vringo, Inc. and Andrew D. Perlman.

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.

VRINGO, INC.

Date: August 21, 2015

By: /s/ Andrew D. Perlman
Name: Andrew D. Perlman
Title: Chief Executive Officer

**AMENDMENT NO. 1
TO
EMPLOYMENT AGREEMENT**

This Amendment No. 1 to Employment Agreement (the "**Amendment**"), dated as of August 20, 2015, is entered into by and between Vringo, Inc., a Delaware corporation (the "**Company**"), and Andrew D. Perlman (the "**Executive**"), for purposes of amending the terms of that certain Employment Agreement dated February 13, 2013 (the "**Agreement**").

WHEREAS, the Company and Executive desire to extend the time period by three months for the negotiation of a new employment agreement and the expiration of the Agreement by amending certain terms of the Agreement as set forth in this Amendment.

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

1. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Agreement.

2. The following shall replace the first sentence of Section 2 of the Agreement:

"The Company hereby agrees to employ Executive, and Executive hereby accepts employment with the Company, upon the terms set forth in this Agreement, for the period commencing on the Effective Date and ending on May 13, 2016, unless sooner terminated in accordance with the provisions of Section 9 below (such period is the "Employment Period")."

3. Executive and the Company acknowledge that this Amendment will extend the time period to commence the Negotiations Period (as defined in the Agreement).

4. Executive acknowledges that this Amendment, the execution thereof, and any communications or negotiations between Executive and the Company related to this Amendment or otherwise, do not constitute a Good Reason termination (as defined in the Agreement) under the Agreement.

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

6. This Amendment may be executed in one or more counterparts, any one of which may be by facsimile, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VRINGO, INC.

By: /s/ John Engelman

Name: John Engelman

Title: Chair of the Compensation
Committee of the Board of Directors

EXECUTIVE:

/s/ Andrew D. Perlman

Andrew D. Perlman