

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

FORM 8-K

Current Report

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

Date of Report (Date of earliest event reported): April 24, 2013

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, 15th Floor, New York, New York 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 Arrangement of Certain Officers.

On April 24, 2013, Anastasia Nyrkovskaya was appointed to the position of Chief Financial Officer of Vringo, Inc. (the “Company”), effective May 6, 2013.

Pursuant to an offer letter, dated April 24, 2013 (the “Offer Letter”), entered into between the Company and Ms. Nyrkovskaya, Ms. Nyrkovskaya will be entitled to receive an annual base salary of \$300,000 and will be awarded on May 6, 2013 options to purchase an aggregate of 300,000 shares of the Company’s common stock, which will vest on a quarterly basis over a three-year period, beginning on May 6, 2013, subject to approval by the Company’s Compensation Committee and Board of Directors and subject to the terms and conditions of the Company’s 2012 Employee, Director and Consultant Equity Incentive Plan. Ms. Nyrkovskaya will also be paid a one-time sign-on bonus of \$25,000. Ms. Nyrkovskaya will be eligible to be considered for a bonus on an annual basis or such other period to be determined by the Company’s Compensation Committee. In addition, Ms. Nyrkovskaya will be eligible to participate in all benefit programs that are generally available to the Company’s employees, including medical, dental and vision insurance.

The Offer Letter provides that Ms. Nyrkovskaya’s employment with the Company is at will. Ms. Nyrkovskaya’s employment relationship with the Company may be terminated at any time, with or without cause and without any prior notice, by either Ms. Nyrkovskaya or the Company.

In connection with her employment with the Company, Ms. Nyrkovskaya agreed to not solicit employees, consultants, investors or business partners of the Company during her employment and for a period of twelve (12) months thereafter. In addition, Ms. Nyrkovskaya entered into an indemnification agreement, in the Company’s standard form for directors and officers.

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

There is no family relationship between Ms. Nyrkovskaya and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer. In addition, there are no transactions between the Company and Ms. Nyrkovskaya, or any member of either Ms. Nyrkovskaya’s immediate family, of the type set forth in Item 404(a) of Regulation S-K.

Ms. Nyrkovskaya, age 36, has over fifteen years of accounting experience. Prior to joining the Company, from 2011, Ms. Nyrkovskaya served as Vice President and Assistant Global Controller at NBCUniversal Media, LLC. From 2008 to 2011, while also at NBCUniversal Media, LLC, Ms. Nyrkovskaya served as Vice President, Corporate Finance and Business Development, where she structured merger and acquisition transactions and partnerships. From 2006 to 2008, Ms. Nyrkovskaya served as Director in Corporate Finance and Business Development at NBCUniversal Media, LLC. From 1998 to 2006, Ms. Nyrkovskaya served in the Audit and Assurance practice at KPMG LLP. Ms. Nyrkovskaya is a Certified Public Accountant and received an advanced degree in economics and business administration from Moscow State University of Publishing and Printing Arts.

As of May 6, 2013, Ms. Nyrkovskaya will replace Ellen Cohl, who will remain as the Company’s Principal Accounting Officer through the filing of the Company’s quarterly report on Form 10-Q for the first quarter of 2013 on or about May 15, 2013.

Item 8.01 Other Events.

In connection with the appointment of Ms. Nyrkovskaya as the Company’s Chief Financial Officer, the Company issued a press release on April 24, 2013. A copy of the press release is filed as Exhibit 99.1 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 |
|-----------------------|--|
| 10.1 | Offer Letter, dated April 24, 2013, by and between Vringo, Inc. and Anastasia Nyrkovskaya. |
| 99.1 | Press release dated April 24, 2013. |

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.

Dated: April 25, 2013

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

April 24, 2013

Via E-Mail

Anastasia Nyrkovskaya
236 North 12th Street, Apartment 2
Brooklyn, NY 11211

Dear Anastasia:

Vringo, Inc. (the "**Company**") is pleased to offer you ("**you**" and its correlatives) full-time employment as Chief Financial Officer.

Your duties and responsibilities shall include the duties and responsibilities normally associated with such position. You will report to the Company's Chief Executive Officer. You agree to devote your full-time and best efforts to the business and interests of the Company and its affiliates beginning May 6, 2013 (the "**Start Date**").

1. Compensation. Beginning on the Start Date, you will be entitled to a base salary computed at an annual rate of \$300,000 (pro rated for partial years). In addition, you will be awarded, on a one-time basis, a sign-on bonus of \$25,000, which will be paid during the payroll period immediately following your first day of work. All payments will be made net of all applicable withholding taxes and in accordance with the Company's then-current payroll practices (currently, two times per month).

In addition, subject to approval by the Company's Compensation Committee and its Board of Directors, you will be awarded on the Start Date, on a one-time basis, 300,000 options (the "**Options**") to purchase a total of 300,000 shares of common stock of the Company, par value \$0.01 (the "**Option Shares**"), vesting quarterly over three years, under the Company's 2012 Equity Incentive Plan (the "**Plan**"). The exercise price of the options will be determined on the Start Date in accordance with the Plan. A copy of the Plan is available online at <http://1.usa.gov/Xljb9g>. The Options will be evidenced by, and subject to the terms of, an Option Agreement, a form of which is attached hereto as Exhibit A.

In the event of a public or private offering of the Company's securities and upon request of the Company, you agree not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any shares of common stock of the Company that you then own directly or indirectly other than those included in the registration, without the prior written consent of the Company for such period of time from the effective date of such registration as may be requested by the Company.

On an annual basis, or such other period to be determined by the Compensation Committee, you shall be entitled to be considered for a bonus. The size of such periodic bonus and the criterion for receipt of such periodic bonus shall be determined by the Compensation Committee.

To the extent that the Company is required pursuant to Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act to develop and implement a policy (the "**Policy**") providing for the recovery from you of any payment of incentive-based compensation paid to you that was based upon erroneous data contained in an accounting statement, this agreement shall be deemed amended and the Policy incorporated herein by reference as of the date that the Company takes all necessary corporate action to adopt the Policy, without requiring any further action of the Company or you, provided that any such Policy shall only be binding on you if the same Policy applies to the Company's other executive officers.

VRINGO, INC.
780 Third Avenue, 15th Floor
New York, NY 10017

Telephone: (212) 309-7549
Facsimile: (646) 532-6775

To the extent that any right to reimbursement of expenses or payment of any benefit in-kind under this agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**")), (i) any such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by you, (ii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (iii) the amount of expenses eligible for reimbursement or in-kind benefits provided during any taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other taxable year; *provided*, that the foregoing clause shall not be violated with regard to expenses reimbursed under any arrangement covered by Section 105(b) of the Code solely because such expenses are subject to a limit related to the period the arrangement is in effect.

2. Employee Benefits. As a full-time employee, you will be eligible to participate in all benefit programs that are generally available to the Company's employees, including paid time off, Company-subsidized medical, dental, and vision insurance coverage and, at your election, life insurance and/or long-term disability coverage. These benefits are described more fully in the Ambrose Orientation Guide.

3. Policies and Procedures. As an employee of the Company, you will be required to comply with all applicable state and federal regulations. You will also abide by and carry out the Company's policies and procedures from time to time in effect, including, without limitation, the Company's Employee Handbook, Code of Conduct and Ethics, and Insider Trading Policy, which are attached as Exhibits B, C, and D, respectively.

4. Representations and Warranties. You represent and warrant to the Company that (i) your agreement to the terms of this letter agreement and the performance of your duties and obligations contemplated hereunder will not violate or conflict with the provisions of any other agreement, understanding or order to which you are a party or by which you are bound; (ii) you have never been suspended, censured, or otherwise subjected to any disciplinary action or other proceeding, and you have not been notified that you are the subject of any investigation that could result in any such suspension, censor, or other disciplinary action, by any federal, state, or foreign governmental entity, by the attorney disciplinary authorities of any state, or by any securities or commodity exchange or self-regulatory organization; (iii) all information provided to the Company or its agents with regard to your background is true and correct, and (iv) you know of nothing that could result in any determination by the finder of fact in any action or matter (whether civil, criminal, regulatory or otherwise) relating to the circumstances of your employment with any previous employer(s) that would either: (A) adversely affect your ability to fully perform your duties as an employee of the Company in the capacities described herein, or (B) would by their nature cause material harm to your reputation and good standing within the Company's industry, or to the reputation of the Company or its affiliates. Any exceptions to the foregoing must be described in factual detail and attached to this letter agreement.

In order for the Company to comply with United States law, we ask that you send us appropriate documentation to verify your authorization to work in the United States. The Company may not employ anyone who cannot provide documentation showing that they are legally authorized to work in the United States.

5. Confidentiality, Non-Disclosure, and Non-Interference Agreement. As a condition of your employment with the Company, you will be required to sign the Non-Disclosure and Non-Solicitation Agreement (the "**NDA**") attached as Exhibit E and incorporated herein by reference.

6. Indemnification. In recognition of your service to the Company in your capacity as Chief Financial Officer and an officer of the Company, the Company will enter into the Indemnification Agreement (the "**Indemnification Agreement**") attached as Exhibit E and incorporated herein by reference.

7. Employment at Will. You hereby acknowledge and agree that your employment with the Company is at will. This means that although we hope your employment relationship with us will be long-term, either you or the Company may terminate this relationship with or without cause at any time and without any prior notice, in which case your obligations under the NDA will continue in full force and effect as specified therein. Neither this letter nor any other communication should be construed as a contract of employment for a particular period of time. The nature of your employment relationship may not be changed, except by written agreement.

8. Miscellaneous.

The failure of the Company at any time to require performance of any of your obligations under this agreement shall in no manner affect its right to enforce the same at a later date. No waiver by the Company of any condition, or of any breach, of this agreement shall be deemed to be or construed as a further or continuing waiver of any such condition or breach.

The headings of this agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire agreement instead of just the provision in which they are found.

This agreement and the Exhibits attached hereto constitute your entire agreement with respect to matters set forth herein and therein, and supersede any prior agreement(s) with respect thereto. Any changes or waiver of any of the terms of this agreement must be in writing signed by both you and the Company.

This agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of laws. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the County and State of New York. Each party hereby and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such New York court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

This agreement shall be binding upon you, your heirs, personal representatives, and assigns, and shall inure to the benefit of the Company and its successors and assigns.

This agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. Execution and delivery of this agreement by facsimile or other electronic signature is legal, valid and binding for all purposes.

* * *

[Signature Page to Agreement]

Please confirm your agreement to the foregoing by signing and returning one copy of this agreement to the Company.

If you have any questions, please feel free to contact us. We look forward to working with you.

Sincerely,

VRINGO, INC.

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

Accepted and agreed as of the date
first written above:

/s/ Anastasia Nyrkovskaya
ANASTASIA NYRKOVSKAYA

VRINGO NAMES ANASTASIA NYRKOVSKAYA CHIEF FINANCIAL OFFICER

NEW YORK — April 24, 2013 — Vringo, Inc. (NYSE MKT: VRNG), a company engaged in the innovation, development and monetization of mobile technologies and intellectual property, today announced that Anastasia Nyrkovskaya will join the Company as the Chief Financial Officer on May 6, 2013. Ellen Cohl will remain Vringo's Principal Accounting Officer through the filing of the Company's quarterly report for the first quarter of 2013 on Form 10-Q on or before May 15, 2013.

Ms. Nyrkovskaya has over fifteen years of accounting experience, and most recently served as Vice President and Assistant Global Controller at NBCUniversal. Previously, she was Vice President, Corporate Finance and Business Development, where she structured M&A transactions and partnerships. Ms. Nyrkovskaya is a Certified Public Accountant. She began her career at KPMG LLP, where she served for nine years in the Audit and Assurance practice.

"I am pleased to welcome Anastasia to the Vringo team," said Andrew D. Perlman, Chief Executive Officer of Vringo. "Anastasia brings international experience, expertise with mergers and acquisitions and broad accounting experience that will support our business model. I thank Ellen for her dedication to Vringo over the years" Mr. Perlman added.

"I am excited to join the team at Vringo. I believe this is a great opportunity for me to become a member of an exciting growth company. I look forward to assisting the rest of management in achieving their vision, executing the business plan and creating shareholder value," said Ms. Nyrkovskaya.

"Working for Vringo has been a tremendous experience," said Ms. Cohl. "I have enjoyed being a part of the management team as Vringo transformed into the company it is today. I am glad to have been a part of the company's story and look forward to working with Anastasia on the transition."

Forward-Looking Statements

This press release includes forward-looking statements, which may be identified by words such as "believes," "expects," "anticipates," "estimates," "projects," "intends," "should," "seeks," "future," "continue," or the negative of such terms, or other comparable terminology. Forward-looking statements are statements that are not historical facts. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from the forward-looking statements contained herein. Factors that could cause actual results to differ materially include, but are not limited to: our inability to license and monetize our patents, including the outcome of the litigation against online search firms and other companies; our inability to monetize and recoup our investment with respect to patent assets that we acquire; our inability to develop and introduce new products and/or develop new intellectual property; new legislation, regulations or court rulings related to enforcing patents, that could harm our business and operating results; the inability to realize the potential value created by the merger with Innovate/Protect for our stockholders; unexpected trends in the mobile phone and telecom infrastructure industries; our inability to raise additional capital to fund our combined operations and business plan; our inability to maintain the listing of our securities on a major securities exchange; the potential lack of market acceptance of our products; potential competition from other providers and products; our inability to retain key members of our management team; and other risks and uncertainties and other factors discussed from time to time in our filings with the Securities and Exchange Commission ("SEC"), including our annual report on Form 10-K filed with the SEC on March 21, 2013. Vringo expressly disclaims any obligation to publicly update any forward-looking statements contained herein, whether as a result of new information, future events or otherwise, except as required by law.

Contact

Investors and Media:

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