

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): June 22, 2015

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

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Delaware  
(State or other jurisdiction  
of incorporation)

001-34785  
(Commission  
File Number)

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

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

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

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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))
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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.**

(d) and (e) On June 22, 2015, Vringo, Inc. (the “Company”) entered into an Amendment No. 3 to that certain employment agreement, dated June 22, 2011, as amended, by and between the Company and Mr. Lang (the “Amendment”). Pursuant to the Amendment, Mr. Lang’s role will change from President and Chief Technology Officer of the Company to a new role as the Head of Technology. Mr. Lang also resigned from his position as a member of the board of directors of the Company effective on June 22, 2015.

Mr. Lang will assume the new role for a period commencing on June 22, 2015 and ending on December 31, 2016 (the “Employment Period”), for which he will receive an annual base salary of \$200,000, prorated from June 22, 2015 until December 31, 2015, and an adjusted base salary of \$36,000 from January 1, 2016 until December 31, 2016. In addition, the Company and Mr. Lang will form a new corporation, to be initially owned 51% by the Company and 49% by Mr. Lang, for the purpose of developing and commercializing new technologies in the areas of mobile, security, digital currencies, and trusted computing and communication infrastructure.

The Employment Period will terminate upon the earliest of: (i) termination by the Company for any reason, (ii) termination by Mr. Lang for any reason, and (iii) December 31, 2016; provided, that if the Company terminates Mr. Lang for any reason other than Cause prior to the expiration of the Employment Period, the Company will be obligated to continue to pay Mr. Lang his base salary and benefits from the date of termination through December 31, 2016.

“Cause” as defined in Mr. Lang’s employment agreement means: (a) the willful and continued failure of Mr. Lang to perform substantially his duties and responsibilities for the Company (other than any such failure resulting from his death) after a written demand by the board of directors for substantial performance is delivered to Mr. Lang by the Company, which specifically identifies the manner in which the board of directors believes that Mr. Lang has not substantially performed his duties and responsibilities, which willful and continued failure is not cured by Mr. Lang within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or nolo contendere to a felony, (c) violation of certain provision of the employment agreement, or (d) fraud, dishonesty or gross misconduct, which is materially and demonstratively injurious to the Company.

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 7.01 Regulation FD Disclosure.**

On June 24, 2015, the Company issued a press release announcing the creation of joint venture with Mr. Lang. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section and shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, except as otherwise expressly stated in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
10.1	Amendment No. 3 to Employment Agreement, dated as of June 22, 2015, by and between Vringo, Inc. and Andrew Kennedy Lang.
99.1	Press release, dated June 24, 2015.

**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: June 24, 2015

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

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**AMENDMENT NO. 3****TO****EMPLOYMENT AGREEMENT**

This Amendment No. 3 to Employment Agreement (the "**Amendment**"), dated as of June 22, 2015, is entered into by and between Vringo, Inc., a Delaware corporation and the successor in interest to Innovate/Protect, Inc. (the "**Company**"), and Andrew Kennedy Lang (the "**Employee**"), for purposes of amending the terms of that certain Employment Agreement, dated June 22, 2011 and amended by Amendment No. 1 to Employment Agreement dated November 15, 2011 and Amendment No. 2 to Employment Agreement dated March 11, 2012 (collectively, as amended, the "**Agreement**").

**WHEREAS**, the Company and Employee desire to amend 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. All references to "Executive" in the Agreement shall be replaced by "Employee".
3. The following shall replace Section 1 of the Agreement.

"The Company agrees to employ and Employee agrees to serve as the Head of Technology of Vringo, Inc. The duties and responsibilities of Employee shall include the duties and responsibilities normally associated with such position and such other duties and responsibilities consistent with such positions as the Chief Executive Officer of the Company may from time to time reasonably assign to Employee. The Employee shall report directly to the Chief Executive Officer of the Company.

The Company and Employee agree to form a new corporation ("NewCo") to be initially owned 51% by Company and 49% by Employee ("Newco"). The intention of NewCo is to develop and commercialize new technologies in the areas of mobile, security, digital currencies, and trusted computing and communication infrastructure. Any intellectual property created by Employee in the scope of his employment, as specified and mutually agreed to by email at regular intervals, hereunder after December 31, 2015 will be owned by the Company or Newco. Notwithstanding the foregoing, neither Vringo nor Newco will have ownership of intellectual property created by Employee for third parties as permitted pursuant to the last paragraph of Section 3 and Section 10 hereof.

Until December 31, 2016, Employee shall devote a reasonable amount of his working time and efforts during the Company's normal business hours to the business and affairs of the Company and its subsidiaries and to the diligent and faithful performance of the duties and responsibilities assigned to him pursuant to this Agreement. In addition, the Company acknowledges that Employee shall devote a substantial amount of his working time and efforts to ("NewCo"). Notwithstanding the foregoing, for avoidance of doubt, Employee's obligations under Sections 10, 11 and 13 of this Agreement remain in place and shall survive termination of this Amendment."

Notwithstanding the preceding paragraph, nothing herein shall preclude Employee from (i) performing services for other companies, other than competing business, but if performed prior to January 1, 2016, then only as the Company may designate or permit, (ii) serving, with the prior written consent of the Board, as a member of the boards of directors or advisory boards (or their equivalents in the case of a non-corporate entity) of non-competing businesses and charitable organizations, (iii) engaging in charitable activities and community affairs, and (iv) managing Employee's personal investments and affairs; provided, however, that the activities set out in clauses (i), (ii), (iii) and (iv) (a) shall be limited by Employee so as not to materially interfere, individually or in the aggregate, with the performance of Employee's duties and responsibilities hereunder and (b) and employee shall not represent that these other activities are associated with Vringo.

4. The following shall replace Section 2 of the Agreement.

"The term of this Agreement shall continue from the date of this Amendment until December 31, 2016 (the "**Employment Period**").

5. The following shall replace Section 3 of the Agreement.

"Employee's services shall be performed at any location in New York City, but preferentially at the main offices of the Company, unless the Employee relocates more than 50 miles from those offices, in which case the Employee may perform services in any reasonable alternative location."

6. The following shall replace Section 4 of the Agreement, as amended.

"For all services to be rendered by Employee pursuant to this Agreement, the Company agrees to pay Employee a base salary of \$200,000 per year prorated from the date of this Amendment until December 31, 2015 (the "**Base Salary**").

From January 1, 2016 until December 31, 2016, the Base Salary will be adjusted to an annual rate of \$36,000 (the "**Adjusted Base Salary**") The Adjusted Base Salary may be modified at the Company's discretion. The parties agree that it is the intention for Employee to derive an increasing portion of his total income from NewCo rather than the Company as the portion of his time spent performing work for NewCo rather than the Company increases, although this does not create any obligation on the part of the Company to guarantee that outcome.

The Base Salary and the Adjusted Base Salary shall be paid in periodic installments in accordance with the Company's regular payroll practices."

7. The following shall replace Section 6 of the Agreement, as amended.

"Employee shall be entitled to prompt reimbursement by the Company for reimbursement for all reasonable ordinary and necessary travel, entertainment, and other *expenses* incurred by Employee while employed (in accordance with the policies and procedures established by the Company) in the performance of his duties and responsibilities under this Agreement; provided, that Employee shall properly account for such expenses in accordance with Company policies and procedures. 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 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 Employee, (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."

8. The following shall replace Section 9 of the Agreement.

"The Employment Period shall automatically terminate upon the earliest to occur of: (A) a termination by the Company for any reason, (B) a termination by Employee for any reason, or (C) on December 31, 2016. If the Employment Period terminates prior to December 31, 2016, the Company shall pay Employee (i) any earned but unpaid Base Salary and/or Adjusted Base Salary up to and through the date of termination, (ii) any accrued but unused vacation pay, (iii) any unpaid declared Bonus, (iv) any and all reasonable expenses paid or incurred by the Employee in connection with and related to the performance of his duties and responsibilities for the Company up to and through the date of termination, and (v) any benefits provided under the Company's employee benefit plans pursuant to, and in accordance with, the terms of such plans through the date of termination (collectively, the "Accrued Obligations"). If the Company terminates the Employee for any reason other than Cause, as defined herein, in addition to the Accrued Obligations, the Company shall: (a) pay the Employee the portion of his or her Base Salary and/or Adjusted Base Salary from the termination date until December 31, 2016 paid over time according to the Company's standard payroll procedures, and (b) maintain any benefits provided under the Company's employee benefit plans pursuant to, and in accordance with, the terms of such plans through December 31, 2016. The Company shall deduct, from all payments made hereunder, all applicable taxes, including income tax, FICA and FUTA, and other appropriate deductions."

"Cause" as defined in this Amendment shall mean: (a) the willful and continued failure of the Employee to perform substantially his duties and responsibilities for the Company (other than any such failure resulting from Employee's death) after a written demand by the Board for substantial performance is delivered to the Employee by the Company, which specifically identifies the manner in which the Board believes that the Employee has not substantially performed his duties and responsibilities, which willful and continued failure is not cured by the Employee within thirty (30) days of his receipt of such written demand; (b) the conviction of, or plea of guilty or *nolo contendere* to a felony, (c) violation of Sections 10, 11 or 13 of the Agreement, or (d) fraud, dishonesty or gross misconduct, which is materially and demonstratively injurious to the Company. Termination under clauses (b), (c) or (d) of this definition shall not be subject to cure.

9. The Employee hereby agrees that he shall resign as a member of the Company's board of directors immediately upon the effective date of this Amendment and that, contemporaneously with his execution of this Amendment, Employee shall execute a letter confirming his resignation from such position.

10. Section 12 of the Agreement shall remain in full force and effect from the effective date of this Amendment until December 31, 2015. However, the provisions of Section 12 shall not apply to any work or items resulting from such work performed under the scope of activities for NewCo.

Notwithstanding the foregoing, the provisions of Section 12 of the Agreement shall apply to any inventions, developments, works of authorship, improvements, expressions, information, data, databases, user interfaces, websites, techniques, processes, methods, programs or products developed by Employee within the scope of his employment with the Company after December 31, 2015 but prior to termination of this agreement which shall remain the sole and exclusive property of the Company and continue to be governed by Section 12.

The parties also acknowledge that, after December 31, 2015, Section 12 of the Agreement shall not apply to any inventions, developments, works of authorship, improvements, expressions, information, data, databases, user interfaces, websites, techniques, processes, methods, programs or products developed by Employee outside the scope of his employment with the Company after December 31, 2015.

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

12. 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. 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.

13. Employee represents and agrees that he fully understands his right to discuss all aspects of this Amendment with his private attorney, that to the extent, if any that he desired, he availed himself of this right, that he has carefully read and fully understands all provisions of this Amendment, that he is competent to execute this Amendment, that his agreement to execute this Amendment has not been obtained by any duress and that he freely and voluntarily enters into it, and that he has read this document in its entirety and fully understands the meaning, intent and consequences of this Amendment.

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

**VRINGO, INC.**

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

/s/ Andrew Kennedy Lang  
**ANDREW KENNEDY LANG**



**VRINGO ANNOUNCES CREATION OF JOINT VENTURE WITH FORMER CTO***Andrew Lang to Start New Company as a Vringo Subsidiary*

NEW YORK – June 24, 2015 - Vringo, Inc. (NASDAQ: VRNG), a company engaged in the innovation, development and monetization of intellectual property, today announced that Andrew "Ken" Lang and Vringo will form a new company as a Vringo subsidiary.

"The intention of this new venture is to develop and commercialize innovative technologies in the mobile, security, digital currency, and trusted computing and communication infrastructure spaces," said Andrew Lang, Head of Technology.

Mr. Lang continued, "I believe that the computing and communication infrastructures available today suffer from many existing security problems, and I plan to address these threats with novel technology solutions in this new venture. Among these problems is the ease with which criminals can attack communications platforms, or simply take down a service via a Distributed Denial of Service (DDOS) attack. I believe the cloud computing platforms available today are too vulnerable, and the friction to adopt new secure technologies is still too high for them to become popular. Social media has unleashed powerful new ways to communicate but at the same time has increased our vulnerability. My new initiative together with Vringo will seek to provide solutions to these security threats. I look forward to providing more specific information about these solutions as the initiative reaches key milestones."

Vringo will retain a 51% ownership in the new venture and Mr. Lang will remain at Vringo in the capacity of Head of Technology. Mr. Lang resigns from the board of directors effective June 22, 2015 and has agreed to a significant reduction in salary, effective immediately. In addition, members of management have volunteered to defer vesting of restricted stock units to a later date in 2016.

Andrew Perlman, Chief Executive Officer of Vringo, said, "We are excited to partner with Ken on this new venture. It is directly in line with our goal to build shareholder value through partnerships to develop technology.

We remain highly focused on our global litigation efforts against ZTE, as well as obtaining fair and reasonable licenses to our intellectual property portfolio, which we believe our patents merit. We also await the outcome of our *writ of certiorari* to the Supreme Court with respect to I/P Engine's litigation against Google, in which both i4i and the Boston Patent Law Association filed amicus briefs in support of I/P Engine last week," Mr. Perlman continued.

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## **About Vringo, Inc.**

Vringo, Inc. is engaged in the innovation, development and monetization of intellectual property and mobile technologies. Vringo's intellectual property portfolio consists of over 600 patents and patent applications covering telecom infrastructure, internet search, and mobile technologies. The patents and patent applications have been developed internally, and acquired from third parties. For more information, visit: [www.vringo.com](http://www.vringo.com).

## **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; our inability to protect our intellectual property rights; new legislation, regulations or court rulings related to enforcing patents, that could harm our business and operating results; 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; the future success of Infomedia and our ability to receive value from its stock; our ability to continue as a going concern; our liquidity 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 16, 2015. 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.

## **Contacts:**

### Investors and Media:

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