

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): September 18, 2017

# Remark Holdings

*Remark Holdings, Inc.*

Delaware <small>(State or other jurisdiction of incorporation)</small>	001-33720 <small>(Commission File Number)</small>	33-1135689 <small>(IRS Employer Identification No.)</small>
3960 Howard Hughes Parkway, Suite 900 Las Vegas, NV <small>(Address of principal executive offices)</small>	89169 <small>(Zip Code)</small>	702-701-9514 <small>(Registrant's telephone number, including area code)</small>

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(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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

- 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 September 18, 2017, Remark Holdings, Inc. (“we”, “us” or “our”) entered into a First Amendment to Common Stock Purchase Agreement, dated as of the same date (the “Amendment”), with Aspire Capital Fund, LLC (“Aspire Capital”), amending the Common Stock Purchase Agreement, dated as of November 9, 2016 (the “Purchase Agreement”), by and between us and Aspire Capital, providing for Aspire Capital’s commitment to purchase up to an aggregate of \$20.0 million of shares of our common stock upon the terms and subject to the conditions and limitations set forth therein. The Amendment amends the Purchase Agreement to provide that the parties may mutually agree to increase the number of shares of our common stock that may be purchased per business day pursuant to the terms of the Purchase Agreement to 2,000,000 shares. The other terms of the Purchase Agreement remain unchanged and in full force and effect. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">First Amendment to Common Stock Purchase Agreement, dated as of September 18, 2017, by and between Remark Holdings, Inc. and Aspire Capital Fund, LLC.</a>

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**Signature**

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.

**Remark Holdings, Inc.**

**Date:** September 19, 2017

**By:** */s/ Douglas Osrow*  
\_\_\_\_\_  
**Name:** Douglas Osrow  
**Title:** *Chief Financial Officer*

**First Amendment to  
Common Stock Purchase Agreement**

This First Amendment to the Common Stock Purchase Agreement (the “First Amendment”) is made and entered into as of the 18th day of September, 2017 by and between **REMARK HOLDINGS, INC.**, a Delaware corporation (the “**Company**”), and **ASPIRE CAPITAL FUND, LLC**, an Illinois limited liability company (the “**Buyer**”).

**WHEREAS:**

The Company and the Buyer entered into that certain Common Stock Purchase Agreement (the “Agreement”) dated as of November 9, 2016. The Company and the Buyer now desire to amend the Agreement, however, only as set forth in this First Amendment.

**NOW THEREFORE**, the Company and the Buyer hereby agree as follows:

1. Section 1(b) of the Agreement is deleted in its entirety and replaced by the following:

The Company’s Right to Require Regular Purchases. Subject to the terms and conditions of this Agreement, on any given Business Day after the Commencement Date, the Company shall have the right but not the obligation to direct the Buyer by its delivery to the Buyer of a Purchase Notice from time to time, and the Buyer thereupon shall have the obligation, to buy the number of Purchase Shares specified in such notice, up to 50,000 Purchase Shares, on such Business Day (as long as such notice is delivered on or before 5:00 p.m. Eastern time on such Business Day) (each such purchase, a “**Regular Purchase**”) at the Purchase Price on the Purchase Date; however, in no event shall the Purchase Amount of a Regular Purchase exceed Two Hundred Fifty Thousand Dollars (\$250,000) per Business Day, unless the Buyer and the Company mutually agree. The Company and the Buyer may mutually agree to increase the number of Purchase Shares that may be sold per Regular Purchase to as much as an additional 2,000,000 Purchase Shares per Business Day. The Company may deliver additional Purchase Notices to the Buyer from time to time so long as the most recent purchase has been completed. The share amounts in this Section 1(b) shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction.

2. Except as amended and modified by this First Amendment, the Agreement is hereby ratified and affirmed.

[Signature page follows]

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[Signature page to First Amendment to Common Stock Purchase Agreement]

**IN WITNESS WHEREOF**, the Buyer and the Company have caused this First Amendment to Common Stock Purchase Agreement to be duly executed as of the date first written above.

**THE COMPANY:**

**REMARK HOLDINGS, INC.**

By: /s/ Douglas Osrow

Name: Douglas Osrow

Title: Chief Financial Officer

**BUYER:**

**ASPIRE CAPITAL FUND, LLC**

**BY: ASPIRE CAPITAL PARTNERS, LLC**

**BY: SGM HOLDINGS CORP.**

By: /s/ Steven G. Martin

Name: Steven G. Martin

Title: President