

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): July 9, 2015

Remark Media

Remark Media, Inc.

Delaware (State or other jurisdiction of incorporation)	001-33720 (Commission File Number)	33-1135689 (IRS Employer Identification No.)
3930 Howard Hughes Parkway, Suite 400 Las Vegas, NV (Address of principal executive offices)	89169 (Zip Code)	702-701-9514 (Registrant's telephone number, including area code)

(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))
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Item 1.01 Entry into a Material Definitive Agreement.

On July 9, 2015, Remark Media, Inc. (“we”, “us” or “our”) entered into Subscription Agreements with certain investors with respect to the registered direct offering (the “Offering”) of 339,000 shares (the “Shares”) of our common stock, \$0.001 par value per share (the “Common Stock”), at an offering price of \$4.00 per share. We offered and sold the Shares directly to investors without a placement agent, underwriter, broker or dealer. The Offering closed on July 10, 2015.

We issued the Shares under our effective shelf Registration Statement on Form S-3 (File No. 333-202024), and we filed a prospectus supplement to such registration statement relating to the Offering with the Securities and Exchange Commission on July 9, 2015.

The net proceeds to us from the sale of the Shares in the Offering, after deducting offering expenses, are expected to be approximately \$1.3 million. We intend to use the net proceeds of the Offering for general corporate purposes, which may include working capital for our various business units, acquisitions and capital expenditures.

We have attached a copy of the Form of Subscription Agreement relating to the Shares, which is incorporated herein by reference, as Exhibit 10.1. The legal opinion of Olshan Frome Wolosky LLP, relating to the Shares offered, is filed as Exhibit 5.1 to this report. The descriptions of these documents herein are not complete and are qualified in their entirety by reference to the full text of such documents attached as exhibits hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
5.1	Opinion of Olshan Frome Wolosky LLP
10.1	Form of Subscription Agreement, dated July 9, 2015, between Remark Media, Inc. and each of the investors in the offering
23.1	Opinion of Olshan Frome Wolosky LLP (included in Exhibit 5.1)

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.

Remark Media, Inc.

Date: July 13, 2015

By: */s/ Douglas Osrow*

Name: Douglas Osrow
Title: *Chief Financial Officer*

OLSHAN

PARK AVENUE TOWER ■ 65 EAST 55TH STREET ■ NEW YORK, NY 10022
TELEPHONE: 212.451.2300 ■ FACSIMILE: 212.451.2222

July 9, 2015

Remark Media, Inc.
3930 Howard Hughes Parkway, Suite 400
Las Vegas, Nevada 89169

Gentlemen:

We have acted as counsel to Remark Media, Inc., a Delaware corporation (the "Company"), in connection with its filing of the Registration Statement on Form S-3 (File No. 333-202024) (such registration statement, as amended at the time it became effective, the "Registration Statement") relating to securities of the Company, filed with the Securities and Exchange Commission (the "Commission") on February 11, 2015 under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus, dated February 17, 2015, as filed with the Commission as part of the Registration Statement (the "Base Prospectus"), and the prospectus supplement to the Base Prospectus, dated July 9, 2015, in the form filed with the Commission on July 9, 2015 (such prospectus supplement, together with the Base Prospectus, the "Prospectus"). The Prospectus relates to the proposed issuance and sale by the Company of an aggregate of 339,000 shares (the "Shares") of its common stock, \$0.001 par value per share (the "Common Stock"), pursuant to Subscription Agreements, each dated July 9, 2015, by and between the Company and the purchasers identified therein (the "Subscription Agreements").

In connection with this opinion letter, we have examined the Subscription Agreements, the Registration Statement, the Prospectus, the Amended and Restated Certificate of Incorporation of the Company and the Amended and Restated By-laws of the Company, together with all amendments thereto. In addition, we have examined and relied upon such corporate records of the Company, and have made such examination of law, as we have deemed necessary or appropriate for purposes of the opinions expressed below. As to certain factual matters, unless otherwise indicated, we have relied, to the extent we have deemed proper, on certificates of certain officers of the Company.

We have assumed the following for purposes of rendering the opinions set forth herein, without any verification by us:

- (i) The genuineness of all signatures, the legal capacity of all natural persons to execute and deliver documents, the authenticity and completeness of documents submitted to us as originals and the completeness and conformity with authentic original documents of all documents submitted to us as copies, and that all documents, books and records made available to us by the Company are accurate and complete.
 - (ii) That the Subscription Agreements have been duly authorized, executed and delivered by each party thereto (other than the Company) and that each such party (other than
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the Company) has full power, authority and legal right to enter into and perform the terms and conditions of the Subscription Agreements to be performed by it, that the representations and warranties of each such party (other than the Company) as set forth in the Subscription Agreements when made were, and on the date hereof are, true and complete, and that each Subscription Agreement constitutes a legal, valid and binding obligation of each such party (other than the Company), enforceable against it in accordance with its terms.

Based upon, subject to and limited by the foregoing, we are of the opinion that the Shares have been duly authorized by the Company and, when issued and sold by the Company and delivered by the Company against receipt of the purchase price therefor in the manner contemplated by the Prospectus and Subscription Agreements, will be validly issued, fully paid and non-assessable.

We are members of the Bar of the State of New York. We do not express any opinion as to the effect of any laws other than the laws of the State of New York and the General Corporation Law of the State of Delaware, and the federal laws of the United States of America, as in effect on the date hereof.

This opinion is given as of the date hereof and we assume no obligation to update or supplement such opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in fact or law that may hereafter occur.

We hereby consent to the filing of this opinion in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act with the Commission as an exhibit to the Current Report on Form 8-K to be filed by the Company in connection with the issuance and sale of the Shares and to the use of our name in the Prospectus Supplement under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Olshan Frome Wolosky LLP

OLSHAN FROME WOLOSKY LLP

REMARK MEDIA, INC.

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this “Agreement”) dated as of July 9, 2015, is between Remark Media, Inc., a Delaware corporation (the “Company”), and the purchaser identified on the signature page hereto (the “Purchaser”).

WHEREAS, the Purchaser desires to subscribe for, and the Company desires to issue, shares of the Company’s common stock, \$0.001 par value per share (the “Common Stock”), to the Purchaser subject to the terms and conditions of this Agreement and pursuant to an effective registration statement on Form S-3 (File No. 333-202024) filed with the U.S. Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended, which registration statement contains the base prospectus, including all documents incorporated or deemed incorporated therein by reference, to the extent such information has not been superseded or modified, and has been supplemented by the prospectus supplement of even date herewith, including the documents incorporated by reference therein.

NOW, THEREFORE, upon the execution and delivery of this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. Subscription. The Purchaser, intending to be legally bound, hereby irrevocably subscribes for and agrees to purchase the number of shares of Common Stock at the per share purchase price and aggregate purchase price (the “Subscription Amount”) as set forth on the signature page hereto (the “Shares”), and the Company, intending to be legally bound, hereby agrees to issue and sell the Shares to the Purchaser.

2. Purchase and Sale of Shares. The Company agrees to issue and sell to the Purchaser, and the Purchaser agrees to purchase, the Shares on the third day following the date hereof on which The NASDAQ Capital Market (“NASDAQ”) is open for trading, or such other time not later than 10 business days after such date as shall be agreed upon by the Company and the Purchaser (the “Closing”). At the Closing, the Purchaser shall pay the aggregate purchase price by wire transfer of immediately available funds to an account designated by the Company, and the Company shall deliver instructions to the Company’s transfer agent to issue the Shares to Purchaser in book-entry form.

3. Investment Intent. The Purchaser is purchasing the Shares for its own account, for investment purposes only and not with a current view to distribute or resell such Shares in whole or in part.

4. Freely Tradable Shares. The Common Stock is registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 and listed on NASDAQ. The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock or delisting the Common Stock from NASDAQ, nor has the Company received any notice from the SEC or NASDAQ regarding the termination of such registration or the delisting of the

Common Stock from NASDAQ. When issued, the Shares will be listed on NASDAQ at the Closing, subject to satisfaction by the Company of customary post-closing conditions imposed by NASDAQ in similar circumstances, and will be freely tradable by the Purchaser.

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

6. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

7. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its authorized signatory as of the date first indicated above.

PURCHASER:

Purchase Price per Share: \$4.00
Subscription Amount: \$ _____
No. of Shares: _____

By: _____
Name: _____
Title: _____
Email: _____

Agreed and Accepted this
9th day of July, 2015:

REMARK MEDIA, INC.

By: _____
Name: _____
Title: _____

Address for Notice:

Telephone: _____
Facsimile: _____
Attention: _____

With a Copy to (which shall not constitute notice):

Subscription Amount Accepted: \$ _____
No. of Shares Accepted: _____

Telephone: _____
Facsimile: _____
Attention: _____