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**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): December 6, 2019

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**FLUENT, INC.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction  
of incorporation)

001-37893  
(Commission  
File Number)

77-0688094  
(I.R.S. Employer  
Identification No.)

300 Vesey Street, 9th Floor  
New York, New York  
(Address of principal executive offices)

10282  
(Zip Code)

Registrant's telephone number, including area code: (646) 669-7272

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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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 December 6, 2019, Fluent, Inc. (the "Company") entered into Second Amendments (the "Second Amendments") to the Amendments to Warrants and Agreements to Exercise ("Amended Whitehorse Warrants") with (i) H.I.G. Whitehorse SMA ABF, L.P. regarding 46,667 warrants to purchase common stock of the Company, par value \$0.0005 per share, at an exercise price of \$3.00 per share; (ii) H.I.G. Whitehorse SMA Holdings I, LLC regarding 66,666 warrants to purchase common stock of the Company at an exercise price of \$3.00 per share; and (iii) Whitehorse Finance, Inc. regarding 186,667 warrants to purchase common stock of the Company at an exercise price of \$3.00 per share.

In November 2017, the Amended Whitehorse Warrants were exercised and the Company issued an aggregate of 300,000 shares of common stock of the Company (the "Warrant Shares") to the warrant holders. On July 9, 2018, the parties entered into the First Amendments to the Amended Whitehorse Warrants, pursuant to which they agreed to reduce the price per share at which the warrant holders have the right, but not the obligation, to require the Company to purchase from the warrant holders the Warrant Shares (the "Put Right") to \$3.8334 per share, to modify the period during which the Put Right can be exercised to the period commencing January 1, 2019 and ending December 15, 2019, and to modify the minimum price that the warrant holders can transfer any of the Warrant Shares to no less than \$3.8334 per share.

Pursuant to the Second Amendments, the expiration of the Put Right was extended from December 15, 2019 to January 31, 2020.

The description of the Second Amendments does not purport to be complete and is qualified in its entirety by reference to the Second Amendments which are filed as Exhibits 4.1, 4.2, and 4.3 to this Current Report on Form 8-K and incorporated herein by reference.

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

On December 9, 2019, the Board of Directors (the "Board") of the Company increased the size of the Board to six (6) members and appointed Barbara Shattuck Kohn as a director of the Company to fill the additional Board seat, effective December 9, 2019.

The Board affirmatively determined that Ms. Shattuck Kohn (i) meets the Independent Standards specified in Rule 10A-3 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and (ii) the independence requirements set forth in Nasdaq Marketplace Rule 5605(c)(2). Ms. Shattuck Kohn will serve as a member of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee of the Board. On December 9, 2019, Ms. Shattuck Kohn received a grant of 25,000 restricted stock units upon her appointment to the Board.

Ms. Shattuck Kohn, 68, was a Principal at Hammond Hanlon Camp LLC, a strategic advisory and investment banking firm from 2012 to 2018. Since 2004, she has served as a director of Penn National Gaming, Inc., where she serves as a member of the Audit Committee and as Chair of the Compensation Committee and Nominating and Corporate Governance Committee. Ms. Shattuck Kohn also serves as a director of Emblem Health, one of the nation's largest non-profit health plans. She has previously served as a director of Computer Task Group and a division of Sunlife Financial Corporation. Prior to joining Hammond Hanlon Camp LLC in 2012, Ms. Shattuck Kohn was a Managing Director of Morgan Keegan – Raymond James. Morgan Keegan & Company, Inc. was acquired by Raymond James Financial from Regions Financial Corp. and was the successor to Shattuck Hammond Partners, an investment banking firm Ms. Shattuck Kohn co-founded in 1993.

On December 11, 2019, the Company issued a press release announcing Ms. Shattuck Kohn's appointment, which is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

## Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">4.1</a>	Second Amendment to Amendment to Warrants and Agreement to Exercise with H.I.G. Whitehorse SMA ABF, L.P., dated December 6, 2019.
<a href="#">4.2</a>	Second Amendment to Amendment to Warrants and Agreement to Exercise with H.I.G. Whitehorse SMA Holdings I, LLC, dated December 6, 2019.
<a href="#">4.3</a>	Second Amendment to Amendment to Warrants and Agreement to Exercise with Whitehorse Finance, Inc., dated December 6, 2019.
<a href="#">99.1</a>	Press Release, issued December 11, 2019

**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.

**Fluent, Inc.**

December 11, 2019

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

**SECOND AMENDMENT TO  
AMENDMENT TO WARRANTS AND AGREEMENT TO EXERCISE**

THIS SECOND AMENDMENT TO AMENDMENT TO WARRANTS AND AGREEMENT TO EXERCISE (this "Amendment") is dated December 6, 2019 by and among Fluent, Inc., formerly known as Cogint, Inc. (the "Corporation") and H.I.G. Whitehorse SMA ABF, LP ("Warrantholder"). Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in the Warrants (defined below).

RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, forty-six thousand six hundred sixty-seven (46,667) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, on July 9, 2018, the Corporation and Warrantholder entered into that certain First Amendment to the Agreement, amending the put right provided under the Agreement on the terms set forth therein; and

WHEREAS, the Corporation and Warrantholder have agreed to amend the Put Exercise Period provided under the Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto, intending to be legally bound, hereby agree as follows:

1. Put Right. Section 7 of the Agreement is deleted in its entirety and amended as follows:

"7. PUT RIGHT. Warrantholder shall have the right, but not the obligation, to require the Corporation to purchase from Warrantholder all Warrant Shares held by Warrantholder at a price equal to \$3.8334 per share (the "Put Right") on the terms and conditions set forth herein. In order to exercise the Put Right, Warrantholder shall provide the Corporation written notice thereof at any time during the time period commencing January 1, 2019, and ending 11:59 PM ET on January 31, 2020 (the "Put Exercise Period"). As a condition precedent to the exercise of the Put Right and the Corporation's obligation to consummate the Put Closing (as defined below), Warrantholder shall own and possess the Warrant Shares free and clear of any and all liens, mortgages, pledges, security interests, encumbrances or charges of any kind. Subject to the terms hereof, the Corporation shall purchase all Warrant Shares held by Warrantholder no later than ten (10) Business Days from the Corporation's receipt, during the Put Exercise Period, of Warrantholder's written notice of exercise of the Put Right, which purchase shall be effective upon delivery of the purchase price therefor (the "Put Closing")."

2. Full Force and Effect. Except as specifically amended, modified or supplemented by this Amendment, the Agreement, as amended, shall remain unchanged and in full force and effect.

3. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

**(Signatures on following page)**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

**WARRANTHOLDER:**

H.I.G. Whitehorse SMA ABF, LP

By: /s/ Richard Siegel  
Name: Richard Siegel  
Title: Authorized Signatory

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RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, sixty-six thousand six hundred sixty-six (66,666) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, on July 9, 2018, the Corporation and Warrantholder entered into that certain First Amendment to the Agreement, amending the put right provided under the Agreement on the terms set forth therein; and

WHEREAS, the Corporation and Warrantholder have agreed to extend the Put Exercise Period provided under the Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto, intending to be legally bound, hereby agree as follows:

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2. Full Force and Effect. Except as specifically amended, modified or supplemented by this Amendment, the Agreement, as amended, shall remain unchanged and in full force and effect.

3. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

**(Signatures on following page)**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**CORPORATION:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

**WARRANTHOLDER:**

H.I.G. Whitehorse SMA Holdings I, LLC

By: /s/ Richard Siegel  
Name: Richard Siegel  
Title: Authorized Signatory

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AMENDMENT TO WARRANTS AND AGREEMENT TO EXERCISE**

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RECITALS

WHEREAS, on October 7, 2016, the Corporation issued to Warrantholder warrants to purchase, in aggregate, one hundred eighty-six thousand six hundred sixty-seven (186,667) shares of the Corporation's Common Stock, par value \$0.0005 per share (the "Warrants");

WHEREAS, on November 3, 2017, the Corporation and Warrantholder entered into that certain Amendment to Warrants and Agreement to Exercise (the "Agreement"), lowering the Exercise Price of the Warrants on the terms set forth therein; and

WHEREAS, the Warrantholder exercised the Warrants pursuant to the terms of the Agreement; and

WHEREAS, on July 9, 2018, the Corporation and Warrantholder entered into that certain First Amendment to the Agreement, amending the put right provided under the Agreement on the terms set forth therein; and

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**(Signatures on following page)**

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**CORPORATION:**

FLUENT, INC.

By: /s/ Ryan Schulke  
Name: Ryan Schulke  
Title: Chief Executive Officer

**WARRANTHOLDER:**

Whitehorse Finance., Inc.

By: /s/ Joyson C. Thomas  
Name: Joyson C. Thomas  
Title: Authorized Signatory

**Fluent, Inc. Appoints Barbara Shattuck Kohn to Board of Directors**  
*Longtime Director of Penn National Gaming, Inc. joins Fluent Board*

**NEW YORK, NY** – December 11, 2019 – Fluent, Inc. (NASDAQ: FLNT), a leading data-driven performance marketing company, today announced that the Board of Directors of the Company has appointed Barbara Shattuck Kohn as a Director of the Company. Ms. Shattuck Kohn will serve as a member of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee of the Board of Directors.

“With her remarkable financial background and significant public company board experience, Barbara brings a new level of expertise to our Board of Directors,” said Ryan Schulke, Chief Executive Officer. “We are incredibly pleased to welcome her to the Fluent team and look forward to her thoughtful advice as we continue to grow and evolve our business.”

Ms. Shattuck Kohn has a wealth of experience in financial and strategic advisory roles, having co-founded investment banking firms, Cain Brothers, Shattuck & Company, Inc. and Shattuck Hammond Partners, the latter of which was acquired by Morgan Keegan & Company Inc. in 2007 and Raymond James Financial in 2012. Ms. Shattuck Kohn has also served as a director of Penn National Gaming, Inc. since 2004. Ms. Shattuck Kohn also serves as a director of Emblem Health, one of the nation's largest non-profit health plans, and previously served as a director of Computer Task Group and a division of Sunlife Financial Corporation.

“I am grateful for the opportunity to join Fluent’s Board of Directors and to help advise the Company as it fortifies its long-term growth strategies,” said Ms. Shattuck Kohn. “I look forward to working with the Fluent management team and am excited about the future of the Company.”

The appointment of Ms. Shattuck Kohn is the latest in a number of moves by the Company to expand its public company expertise and focus on its long-term growth strategies.

**About Fluent, Inc.**

Fluent, Inc. (NASDAQ: FLNT) is a leading performance marketing company with an expertise in creating meaningful connections between consumers and brands. Leveraging our proprietary first-party data asset of opted-in consumer profiles, Fluent, Inc. drives intelligent growth strategies that deliver superior outcomes. Founded in 2010, the company is headquartered in New York City.

**Forward-Looking statements**

This press release contains "forward-looking statements," as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as "expects," "plans," "projects," "will," "may," "anticipate," "believes," "should," "intends," "estimates," and other words of similar meaning. Such forward looking statements are subject to risks and uncertainties that are often difficult to predict, are beyond our control and which may cause results to differ materially from expectations. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on our expectations as of the date of this press release and speak only as of the date of this press release. Readers are also advised to consider the factors under the heading "Forward-Looking Statements" and "Risk Factors" in the Company's Annual Report on Form 10-K, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q and other SEC filings. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

**Contact Information:**

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