

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): January 9, 2024

SIGYN THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction
of incorporation)

000-55575
(Commission
File Number)

47-2573116
(IRS Employer
Identification No.)

2468 Historic Decatur Road
Suite 140
San Diego, California
(Address of principal executive offices)

92106
(Zip Code)

Registrant's telephone number, including area code: 619.368.2000

Prior address and phone number:

2468 Historic Decatur Road, Suite 140
San Diego, CA
(Address of principal executive offices)

92106
(Zip Code)

619.353.0800

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
None	None	None

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.

Item 1.01 Entry into a Material Definitive Agreement

On January 9, 2024, Sigyn Therapeutics, Inc. (the "Company") entered into a Share Surrender Agreement with Craig Roberts, Chief Technical Officer and member of the board of directors of the Company (the "Shareholder"), whereas the parties agreed that 2,564,000 shares of common stock, par value \$0.001, shall be surrendered by the Shareholder to the Company for cancellation and shall subsequently not be held as treasury shares or represent any claim against the Company whatsoever, effective immediately. The foregoing summary of the Share Surrender Agreement does not purport to be complete and is subject to, and qualified in its entirety by, such document, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events

As a result of the Share Surrender Agreement described in Item 1.01, and the conversion of various convertible notes since the date of the Company's most recent Quarterly Report on Form 10-Q, the Company is reporting that as of the date hereof, it has 48,972,602 shares of common stock outstanding.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Share Surrender Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SIGYN THERAPEUTICS, INC.

Date: January 11, 2024

By: /s/ James A. Joyce
James A. Joyce, Chairman and CEO

SHARE SURRENDER AGREEMENT

THIS SHARE SURRENDER AGREEMENT (this "**Agreement**") is made as of this 9th day of January 2024, by and between Sigyn Therapeutics, Inc. (the "**Company**") and Craig Roberts (the "**Stockholder**").

WHEREAS, the Stockholder is the record owner of 12,820,000 (the "**Shares**") of common stock, par value \$0.001 per share, of the Company; and

WHEREAS, the Company and the Stockholder desire that 2,564,000 of the Shares (the "**Cancelled Shares**") be surrendered to the Company for cancellation;

NOW, THEREFORE, in consideration for their mutual promises and intending to be legally bound, the Parties agree as follows:

1. **Surrender of Shares**

- (a) **Surrender and Acceptance by Company.** The Stockholder hereby surrenders (the "**Surrender**") to the Company, and the Company hereby accepts from the Stockholder, the Cancelled Shares, free and clear of any liens, mortgages, adverse claims, charges, security interests, encumbrances, any interest of any third party or other restrictions or limitations whatsoever of any kind. Upon the Surrender, the Cancelled Shares shall be cancelled and shall not be held as treasury shares or represent any claim on the Company whatsoever.
- (b) **Further Acknowledgements.** The Stockholder shall surrender the certificate(s) representing the Cancelled Shares, together with any stock powers or other documentation necessary to effect the Surrender.
- (c) **Effective Time of Surrender.** The Surrender shall become effective immediately upon execution of this Agreement.
- (d) **Stockholder Representations.** Stockholder acknowledges that he has been provided with material confidential information regarding recent plans affecting the development of the Company and notwithstanding this information he desires to enter into the Surrender. Buyer agrees not to effect any transaction in any securities of the Company until he has been informed that all material information has been publicly disclosed.

2. **Applicable Law.** This Agreement shall be governed by the laws of the State of Delaware without regard to the rules of conflict of laws of such state that would cause the laws of another jurisdiction to apply.

3. **Entire Agreement; Amendments.** This Agreement and the documents contemplated hereby represent the entire agreement among the parties hereto with respect to the subject matter hereof, and no amendment hereto shall be effective unless in writing and signed by the party sought to be charged thereby.

4. **Counterparts; Facsimile Signature.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Facsimile and other electronically scanned signatures shall be deemed originals for all purposes of this Agreement.

5. **Benefits; Binding Effect.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and assigns.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

SIGYN THERAPEUTICS, INC.

DocuSigned by:
By: Jim Joyce
Name: Jim Joyce
Title: Chairman, CEO

STOCKHOLDER

DocuSigned by:
By: Craig Roberts
Name: Craig Roberts
