

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): November 3, 2016

Reign Sapphire Corporation
(State or other jurisdiction of incorporation)

Delaware
(State or other jurisdiction
of incorporation)

333-204486
(Commission file Number)

47-2573116
(IRS Employer
Identification No.)

9465 Wilshire Boulevard, Beverly Hills, CA
(Address of principal executive offices)

90212
(Zip Code)

Registrant's telephone number, including area code: **(213) 457-3772**

(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))
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Forward-Looking Statements

This Current Report on Form 8-K and other written and oral statements made from time to time by us may contain so-called “forward-looking statements,” all of which are subject to risks and uncertainties. Forward-looking statements can be identified by the use of words such as “expects,” “plans,” “will,” “forecasts,” “projects,” “intends,” “estimates,” and other words of similar meaning. One can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address our growth strategy, financial results and product and development programs. One must carefully consider any such statement and should understand that many factors could cause actual results to differ from our forward looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward looking statement can be guaranteed and actual future results may vary materially.

Information regarding market and industry statistics contained in this Current Report on Form 8-K is included based on information available to us that we believe is accurate. It is generally based on industry and other publications that are not produced for purposes of securities offerings or economic analysis. We have not reviewed or included data from all sources, and cannot assure investors of the accuracy or completeness of the data included in this Current Report. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. We do not assume any obligation to update any forward-looking statement. As a result, investors should not place undue reliance on these forward-looking statements.

Item 1.01 Entry into a Material Definitive Agreement.

On November 4, 2016, the Company entered into a Binding Letter of Intent (the “LOI”) with Coordinates Collection, Inc. (“CCI”) and FD9 Group, B.V., for the acquisition of the assets of CCI by the Company, through its wholly owned subsidiary, Reign Brands, Inc. The Company created the wholly owned subsidiary for the purpose of acquiring the assets of CCI. As consideration for the acquisition of the assets of CCI, the Company shall issue an aggregate of 7,000,000 shares of common stock, shall make a cash payment of \$500,000 contingent upon a future offering, and shall provide earn out payments for various sales of products. The Closing is scheduled to occur on or before December 31, 2016, and will be subject to customary closing conditions.

Item 2.01 Completion of Acquisition or Disposition of Assets.

Reference is made to the disclosure set forth under Item 1.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure set forth under Item 1.01 of this Current Report on Form 8-K, which disclosure is incorporated herein by reference.

On November 3, 2016, the Company has entered into a Consent, Waiver and Modification Agreement (the “Agreement”) with certain purchasers of convertible promissory notes pursuant to a securities purchase agreement dated December 23, 2015. The waivers contained in the Agreement were related to an increase in the shares issuable under the Company’s 2015 Stock Option Plan, a waiver of the right to participate in additional offerings by the Company, and allowing up to 20,000,000 shares of the Company’s common stock to be issued pursuant to a private or public offering at a price of not less than \$0.30 per share. As consideration for the terms contained in the Agreement, as well as for a fee of \$0.0001 per share, the Company shall issue an aggregate of 1,000,000 shares to the purchasers.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The exhibits listed in the following Exhibit Index are filed as part of this Current Report on Form 8-K.

10.1 Binding Letter of Intent

10.2 Consent, Waiver and Modification Agreement

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.

REIGN SAPPHIRE CORPORATION

Date: November 4, 2016

By: /s/ Joseph Segelman

Joseph Segelman, Chief Executive Officer

**Reign Sapphire Corporation
And
REIGN BRANDS, INC.
And
Coordinates Collection, Inc.
And
FD9 Group B.V.**

THE PARTIES SHALL DILIGENTLY WORK TOWARDS THE PREPARATION OF FULLY DETAILED TRANSACTION DOCUMENTS TO CLOSE THIS TRANSACTION. THIS TRANSACTION SHALL BE COMPLETED IN ITS ENTIRETY AND CLOSED ON OR BEFORE DECEMBER 31, 2016 FROM THE DATE NOTED HEREIN OR SUCH OTHER DATE AS MUTUALLY AGREED BY AND BETWEEN THE PARTIES.

RECITALS

WHEREAS, Reign Sapphire Corporation (“RGNP”), through its wholly owned subsidiary, Reign Brands, Inc., desires to acquire the assets of Coordinates Collection, Inc. (“CCI”), a majority owned subsidiary of FD9 Group B.V. (“FD9”), and CCI and FD9 desire to sell such assets to Reign Brands pursuant to an Asset Purchase Agreement (the “Definitive Agreement”);

WHEREAS, RGNP and FD9 have agreed to enter into this Binding Letter of Intent in order to finalize formal legal agreements for the acquisition of the assets of CCI, which shall include the Definitive Agreement, Assignment Agreement, Bill of Sale and all other necessary closing documents (collectively, the “Transaction Documents”).

SUMMARY

Transaction Summary:

Subject to the terms and conditions of the Definitive Agreement, at the Closing, CCI shall sell, convey, assign, transfer and deliver to Reign Brands, Inc., and Reign Brands, Inc., shall acquire and purchase, free and clear of all Encumbrances, all right, title and interest in and to all of the Assets of CCI related to the CCI business, existing as of the Closing Date.

Equity Payment by RGNP:

Reign Brands, Inc. shall cause RGNP, and RGNP agrees to issue an aggregate of Seven Million (7,000,000) Common Shares, which shall be satisfied in the following amounts:

- (a) 6,000,000 Common Shares to CCI, or such Persons that CCI designates;
- (b) 1,000,000 Common Shares to ASKCO, which shall be considered consideration for the release of a debt owed to ASKCO by CCI;

- Cash Consideration:** RGNP shall make a cash payment of \$500,000 to FD9 upon RGNP completing a capital raise in a minimum amount of Five Million Dollars (\$5,000,000) during the 2017 or 2018 calendar years.
- Earn Out Consideration:** FD9 shall receive Twenty Percent (20%) of gross profit (after cost of goods sold and direct sales and marketing costs are deducted from gross profit) of all sales of CCI and RGNP products sold via FD9 sales channels for the 2017, 2018, 2019 and 2020 calendar years. FD9 shall also receive Twenty Percent (20%) of gross profit (after cost of goods sold and direct sales and marketing costs are deducted from gross profit) for new business concept sales sold via FD9 sales channels. There shall be no minimum amount required to be paid to FD9, and RGNP makes no representations or warranties on any dollar amount for the 20% earn out payments. If CCI is sold by Buyer or RGNP prior to December 31, 2020, all unpaid earn out amounts will be paid to FD9. Prior to Closing, and as a condition to Closing, there must be an executed agreement between CCI, FD9 and ASKCO for the distribution and payout of the earn out payments.
- Consulting Agreement:** As part of the transaction contemplated by the Definitive Agreement, Buyer shall execute a consulting agreement with Owen Devries. Such consulting agreement shall have an initial term of three years, and De Vries shall have the title of "Founder" of the CCI business.
- Due Diligence, Conditions Precedent, and Definitive Documentation:** During the due diligence period, CCI and FD9 will provide RGNP and its consultants and agents reasonable access to the assets and books of CCI and FD9 for inspection purposes.
- The definitive documentation for the acquisition will be customary for transactions of this type and will include customary representations, warranties, covenants, conditions and indemnities and appropriate amendments to any relevant existing agreements.
- Closing:** All of the transactions contemplated herein, as well as all Transaction Documents, must be executed on or before December 31, 2016, or earlier or later upon agreement by the Parties (the "**Closing**"). It shall be allowable for the audit of CCI to be completed on or before February 28, 2017.
- Audits:** Prior to, or within a reasonable time after Closing, CCI must have provided RGNP with financial statements for the two fiscal years prior to closing, as well as any interim period or any fiscal year end period that RGNP requires for the filing of all required disclosure documents with the Securities and Exchange Commission. The financial statements of CCI must be auditable by RGNP's PCAOB Independent Auditor.
- Confidentiality:** The contents of this agreement and the existence of this agreement shall be held in confidence by the parties, except that it may be disclosed pursuant to securities laws or regulations, which shall include a Form 8-K and press release to be filed by RGNP.

**Binding Letter of Intent
November 4, 2016**

This Letter of Intent constitutes a statement of the present mutual intentions of the parties with respect to the transaction described herein, but does not contain all matters upon which agreement must be reached in order for the transaction to be completed. This Letter of Intent creates a binding legal obligation of the Parties. The closing will result only upon the execution and delivery of the Definitive Agreement and the Transaction Documents.

This Letter of Intent will expire at 5:00 p.m. on November 4, 2016 unless it has been executed by both Parties. This Letter of Intent may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Letter of Intent will be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Letter of Intent, effective as of the date set forth below.

Executed as of November 4, 2016

Reign Sapphire Corporation

By: Joseph Segelman
Title: CEO

FD9 Group B.V.

By: _____
Title: _____

Coordinates Collection, Inc.

By: _____
Title: _____

Reign Brands, Inc.

By: _____
Title: _____

CONSENT, WAIVER AND MODIFICATION AGREEMENT

This Consent, Waiver and Modification Agreement (“**Agreement**”) is made and entered into as of October 13, 2016, by and among Reign Sapphire Corporation, a Delaware corporation (the “**Company**”), and the parties identified on the signature page hereto (each a “**Purchaser**” and collectively, “**Purchasers**”). Capitalized terms used but not defined herein will have the meanings assigned to them in the Securities Purchase Agreements and Transaction Documents (all as defined below).

WHEREAS, as of December 23, 2015, the Company and Purchasers identified on **Schedule A** entered into Securities Purchase Agreements (collectively, the “**Securities Purchase Agreements**” and each a “**Securities Purchase Agreement**”) and related agreements with respect to the securities identified on **Schedule A** (“**Transaction Documents**”); and

WHEREAS, pursuant to the terms of the Securities Purchase Agreements, the Company issued to the Purchasers Secured Convertible Notes (“**Notes**”), Incentive Shares and Warrants (the “**Warrants**”); and

WHEREAS, the Company proposes to: (i) designate and issue one share of Series A Preferred Stock to its Chief Executive Officer, Joseph Segelman, pursuant to the terms of the Certificate of Amendment of Certificate of Incorporation in the form annexed hereto, (ii) to amend the Stock Option Plan for the issuance of up to an additional 10,000,000 shares of its Common Stock to its employees, and (iii) to issue up to 20,000,000 shares as part of a private or public offering at a price of \$0.30 per share ((i), (ii) and (iii), collectively “**Proposed Issuances**”); and

WHEREAS, pursuant to Section 4.13 and Section 4.17 of the Securities Purchase Agreements, Sections 5(b) and 7(c) respectively of the Notes, the Company is prohibited, without the prior approval of Purchasers, from issuing any Common Stock as part of a new offering, issuing any Common Stock or Common Stock Equivalents to officers, directors and employees of the Company unless such issuance is an Exempt Issuance pursuant to items (a) and (d) of the definition of Exempt Issuance or in the amounts and on the terms described on Schedule 4.13 to the Securities Purchase Agreements and to amend any of its charter documents; and

WHEREAS, in connection with the Proposed Issuances, each Purchaser possesses a right of participation (“**Right of Participation**”) and certain other rights (“**MFN Rights**”) pursuant to Sections 4.17 and 4.23 respectively of the Securities Purchase Agreements; and

WHEREAS, pursuant to Section 5(e) of the Notes and Section 3(c) of the Warrants, upon a Dilutive Issuance, the Purchasers are entitled to an adjustment to the Conversion Price and Exercise Price, respectively; and

WHEREAS, solely in connection with the Proposed Issuances, Purchasers will (i) waive the Right of Participation, (ii) waive their MFN Rights, and (iii) release the Company from the restrictions described in the fourth recital above.

NOW THEREFORE, in consideration of promises and mutual covenants contained herein, for good and valuable consideration, and for the aggregate sum of One Hundred Dollars (\$100) (Fifty Dollars (\$50) from each Purchaser), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. With respect only to the Proposed Issuances, the Purchasers waive (i) the Right of Participation and their MFN Rights; (ii) release the Company from the restrictions described in the fourth recital above only to the extent required to effectuate the waivers and amendments agreed to in this Agreement and for no other purpose, and (iii) allow the issuance of up to 20,000,000 shares of Common Stock as part of a private or public offering at a price of not less than \$0.30 per share of Common Stock, subject to adjustment for stock splits, stock dividends, similar events and equitable adjustment.

2. Schedule 3.1(g) to the Securities Purchase Agreements is amended to reflect 14,000,000 shares of Common Stock currently available for issuance under the Stock Option Plan, and which Stock Option Plan may be amended to increase such Stock Option Plan by 6,000,000 shares of Common Stock.

3. With respect only to the Proposed Issuances, the Company may amend the Stock Option Plan to allow for the issuance by the Company of up to an additional 10,000,000 shares (20,000,000 shares total) of Common Stock for its employees, which issuances will be reflected on an amended Schedule 4.13 to the Securities Purchase Agreements annexed hereto.

4. Reserved.

5. Each of the Purchasers hereby represents the truth and accuracy of each Purchaser's representations and warranties contained in the Transaction Documents when made and also as if such representations and warranties were made as of the date hereof. The Company hereby represents the truth and accuracy of all of the Company's representations and warranties contained in the Transaction Documents when made and also as if such representations and warranties were made as of the date hereof, except as same have been modified or updated in the SEC Reports.

6. The Company agrees to issue to each of the Purchasers not later than fifteen (15) calendar days following the date hereof, 500,000 shares of Common Stock (the "**Shares**") for a purchase price of \$0.0001 per Share which is the cash consideration stated in the recital above. The Shares will be imprinted with a restrictive legend as set forth in Section 4 of the Securities Purchase Agreements. This Agreement will be deemed null and void *ab initio* if the Company fails to timely deliver the Shares to Purchasers.

7. Each of the Purchasers executing this Agreement represents to the Company that it has the authority to enter into and deliver this Agreement.

8. The Company represents to the Purchasers that the books and records of the Company accurately reflect the information described on **Schedule A**.

9. Except as specifically described herein, there is no other waiver expressed or implied.

10. In this Agreement words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral genders. The word "person" includes an individual, body corporate, partnership, trustee or trust or unincorporated association executor, administrator or legal representative.

11. This Agreement will be subject to amendment and/or waiver in the same manner and subject to the same requirements as described in the Transaction Documents.

12. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

13. All notices, demands, requests, consents, approvals, and other communications required or permitted in connection with this Agreement shall be made and given in the same manner set forth in Section 5.4 of the Securities Purchase Agreements.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws and principles that would result in the application of the substantive laws of another jurisdiction. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New York in the federal courts located in the state of New York. Both parties and the individuals executing this Agreement and other agreements on behalf of the parties agree to submit to the jurisdiction of such courts and waive trial by jury. The prevailing party (which shall be the party which receives an award most closely resembling the remedy or action sought) shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement.

15. The division of this Agreement into articles, sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

16. This Agreement may be executed in counterparts, all of which when taken together shall be considered one and the same Agreement and shall become effective when the counterparts have been signed by each party and delivered to the other party, it is being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or PDF transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were an original thereof.

(Signatures to follow)

IN WITNESS WHEREOF, the Company, Guarantor, Collateral Agent and the undersigned Purchasers have caused this Agreement to be executed as of the date first written above.

REIGN SAPPHIRE CORPORATION the "Company"

By:



AUSTRALIAN SAPPHIRE CORPORATION the "Guarantor"

By:



COLLATERAL AGENT

/s/ Konrad Ackermann

ALPHA CAPITAL ANSTALT

"PURCHASER"

ALPHA CAPITAL ANSTALT

By: /s/ Konrad Ackermann
Name: Konrad Ackermann
Title: Director

BRIO CAPITAL MASTER FUND LTD.

By: /s/ Shaye Hirsch
Name: Shaye Hirsch
Title: Director

SCHEDULE A CONSENT WAIVER AND MODIFICATION AGREEMENT

DECEMBER 2015 PURCHASERS

PURCHASERS	SUBSCRIPTION AMOUNT
ALPHA CAPITAL ANSTALT Lettstrasse 32 P.O. Box 1212 9490 Vaduz, Lichtenstein Fax: 212-586-8244 Taxpayer ID# None	\$ 375,000.00
BRIO CAPITAL MASTER FUND LTD. 100 Merrick Road, Suite 401W Rockville Center, NY 11570 Tel.: 516-536-0500 Taxpayer ID# 98-1072321	\$ 375,000.00
TOTAL	\$ 750,000.00