

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): June 20, 2019 (June 14, 2019)

EDISON NATION, INC.

(Exact Name of Registrant as Specified in Charter)

Nevada
(State or other jurisdiction
of incorporation)

001-38448
(Commission
File Number)

82-2199200
(IRS Employer
Identification No.)

909 New Brunswick Avenue
Phillipsburg, New Jersey
(Address of principal executive offices)

08865
(Zip Code)

(610) 829-1039
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	EDNT	Nasdaq

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 June 14, 2019, Edison Nation, Inc. (the “Company”) entered into that certain Loan Agreement by and between the Company and Tiburon Opportunity Fund (the “Lender”), dated June 14, 2019 (the “Loan Agreement”). Pursuant to the terms of the Loan Agreement, the Lender has agreed to loan the Company \$250,000 (the “Loan”). The Loan will be interest bearing at the rate of 1.5% per month through the term of the Loan. Additionally, the Loan Agreement provides that the Company shall pay the Lender the entire unpaid principal and all accrued interest upon thirty days’ notice to the Company, but in any event, the notice shall not be sooner than August 11, 2019. The Loan proceeds are being used to fund general working capital needs of the Company. If the Company defaults on the performance of any obligation under the Loan Agreement, the Lender may declare the principal amount of the Loan owing under the Loan Agreement at the time of default to be immediately due and payable. Furthermore, the Loan Agreement grants the Lender a collateral interest in certain accounts receivable of SRM Entertainment Ltd., a subsidiary of the Company.

The foregoing description of the Loan Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Loan Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	<u>Loan Agreement, dated June 14, 2019</u>

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.

EDISON NATION, INC.

Date: June 20, 2019

By: /s/ Christopher B. Ferguson
Christopher B. Ferguson
Chief Executive Officer

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated and effective this 14th day of June 2019
BETWEEN:

Lender Name: TIBURON OPPORTUNITY FUND
Lender Address:

OF THE FIRST PART and:

EDISON NATION, INC (the "Corporation")
909 New Brunswick Ave
Alpha, NJ 08865

OF THE SECOND PART

BACKGROUND:

The Corporation is duly incorporated in the State of Nevada.

IN CONSIDERATION OF the Lender providing the Loan to the Corporation, and the Corporation repaying the Loan to the Lender, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Loan Amount & Interest

1. The Lender promises to loan Two Hundred and Fifty Thousand Dollars (\$250,000), to the Corporation and the Corporation promises to repay this principal amount to the Lender, at such address as may be provided in writing. The loan will be interest bearing at the rate of 1.5% per month through the term of the loan. The amount stated herein represents the total amount owed by Corporation to the Lender.

Payment & Collateral

2. The Corporation shall pay Lender the entire unpaid principal and all accrued interest upon thirty days notice by email to CFO or CEO of Edison Nation, Inc. from Lender but no sooner than August 11, 2019 The loan proceeds are being used to fund general working capital needs of the Corporation. The Lender shall have a collateral interest in the accounts receivables of SRM Entertainment Ltd including but not limited to the Disney and Universal receivables.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Corporation defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable.

Governing Law, Venue

4. This Agreement will be construed in accordance with and governed by the laws of the State of Nevada.

Costs

5. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Corporation, will be added to the principal then outstanding and will immediately be paid by the Corporation.

Assignment

6. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Corporation.

Amendment

7. This Agreement may only be amended or modified by a written instrument executed by both the Corporation and the Lender.

Severability

8. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

General Provisions

9. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

10. This Agreement constitutes the entire agreement of the parties and no other documents or understandings are considered a part of this agreement other than what is contained herein.

The parties have duly affixed their signatures under hand and seal

on this 14th day of June, 2019.

/s/ Chris Ferguson
Corporation
Chris Ferguson, CEO of Edison Nation, Inc

/s/ Peter Bortel
Lender(s)
