

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) **June 28, 2016**

Digital Turbine, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35958
(Commission File Number)

22-2267658
(IRS Employer Identification No.)

1300 Guadalupe Street Suite # 302, Austin TX
(Address of Principal Executive Offices)

78701
(Zip Code)

(512) 387-7717
(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 (*see* General Instruction A.2. below):

- 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 June 28, 2016, a wholly-owned subsidiary of Digital Turbine, Inc. (the “Company”) entered into a Third Amendment (the “Amendment”) to that certain Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank (“SVB”) dated as of June 11, 2015. Under the Amendment: (1) the maturity date of the revolving loan under the loan agreement is extended to August 14, 2016, (2) the maximum revolving loan commitment amount is capped at \$3.3 million from its current amount of \$5.0 million and (3) the Adjusted Quick Ratio covenant is replaced by a new financial covenant requiring at all times a minimum cash balance at SVB equal to the sum of (i) the outstanding obligations under the revolving loan plus (ii) \$1.0 million.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Third Amendment dated June 28, 2016 to Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank

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 thereunto duly authorized.

Dated: June 30, 2016

Digital Turbine, Inc.

By: /s/ Andrew Schleimer
Andrew Schleimer
Executive Vice President, Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Third Amendment dated June 28, 2016 to Third Amended and Restated Loan and Security Agreement with Silicon Valley Bank

**THIRD AMENDMENT
TO
THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT**

This Third Amendment to Third Amended and Restated Loan and Security Agreement (this “Amendment”) is entered into as of June 28, 2016, by and between Silicon Valley Bank (“Bank”) and Digital Turbine Media, Inc. (f/k/a Appia, Inc., f/k/a PocketGear, Inc.), a Delaware corporation (“Borrower”), whose address is 320 Blackwell Street, 4th Floor, Durham, NC 27701.

Recitals

A. Bank and Borrower have entered into that certain Third Amended and Restated Loan and Security Agreement dated as of June 11, 2015 (as the same has been and may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”).

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) extend the maturity date, and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

Agreement

Now, Therefore, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 6.8 (Financial Covenants). Section 6.8 is amended in its entirety and replaced with the following:

6.8 Financial Covenants. Maintain at all times:

(a) Minimum Cash at Bank. A balance of unrestricted cash and Cash Equivalents on deposit with Bank or Bank’s Affiliates of not less than the sum of (i) the aggregate amount of outstanding Obligations under the Revolving Line, plus (ii) One Million Dollars (\$1,000,000).

2.2 Section 13 (Definitions). The following terms and their respective definitions set forth in Section 13.1 are amended in their entirety and replaced with the following:

“**Revolving Line**” is an aggregate principal amount equal to Three Million Three Hundred Thousand Dollars (\$3,300,000).

“**Revolving Line Maturity Date**” is August 14, 2016.

2.3 Exhibit B (Compliance Certificate). Exhibit B to the Loan Agreement is amended in its entirety and replaced with Exhibit B attached hereto.

3. Limitation of Amendments.

3.1 The amendments set forth in Section 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower most recently delivered to Bank remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. Integration. This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Effectiveness. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto, (b) Borrower's payment of an extension fee in an amount equal to Fifteen Thousand Dollars (\$15,000), (c) Bank's receipt of the Acknowledgment of Amendment and Reaffirmation of Guaranty substantially in the form attached hereto as Schedule 1, duly executed and delivered by Parent, (d) Bank's receipt of the Acknowledgment of Amendment and Reaffirmation of Guaranty substantially in the form attached hereto as Schedule 2, duly executed and delivered by DT USA, and (e) payment of Bank's legal fees and expenses in connection with the negotiation and preparation of this Amendment.

[Signature page follows.]

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK

Silicon Valley Bank

BORROWER

Digital Turbine Media, Inc.

By: /s/ Jonathan Wolfert
Name: Jonathan Wolfert
Title: Vice President

By: /s/ Andrew Schleimer
Name: Andrew Schleimer
Title: CFO

[Signature Page to Third Amendment to
Third Amended and Restated Loan and Security Agreement]

EXHIBIT B

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK
FROM: DIGITAL TURBINE MEDIA, INC.

Date: _____

The undersigned authorized officer of Digital Turbine Media, Inc. ("Borrower") certifies that under the terms and conditions of the Third Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"), (1) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below, (2) there are no Events of Default, (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date, (4) except as noted before, Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement, and (5) no Liens have been levied or claims made against Borrower relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank. Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies
Monthly financial statements of Parent with Compliance Certificate	Monthly within 30 days	Yes No
Annual financial statement (CPA Audited) + CC	Earlier of (i) 90 days of FYE or (ii) 5 days of filing with SEC	Yes No
10-Q, 10-K and 8-K	Within 5 days after filing with SEC	Yes No
Transaction Report, A/R & A/P Agings	(i) by Friday of each week during any Non-Streamline Period, and (ii) monthly within 20 days during any Streamline Period	Yes No
Annual Financial Projections	FYE within 45 days	Yes No

The following Intellectual Property was registered (or a registration application submitted) after the Effective Date (if no registrations, state "None")

Financial Covenant	Required	Actual	Complies
<u>Maintain at All Times:</u> Minimum Cash at Bank:	\$ _____*	\$ _____	Yes No
* An amount equal to the outstanding Obligations under the Revolving Line plus \$1,000,000.			

Schedule 1 to Compliance Certificate

Financial Calculations of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _____

I. Adjusted Quick Ratio

Required: 1.00:1.00 (for performance pricing)

Actual:

- | | | |
|----|---|------------|
| A. | Aggregate value of the unrestricted cash and Cash Equivalents of Parent (on a consolidated basis) | \$ _____ |
| B. | Aggregate value of the net billed accounts receivable of Parent (on a consolidated basis) | \$ _____ |
| C. | Quick Assets (the sum of lines A and B) | \$ _____ |
| D. | Aggregate value of Obligations to Bank | \$ _____ |
| E. | Aggregate value of liabilities that should, under GAAP, be classified as liabilities on Parent's consolidated balance sheet, including all Indebtedness, and not otherwise reflected in line D above that matures within one (1) year (but, prior to 7/1/16 (or such later date as consented to in writing by Bank in its sole and absolute discretion), specifically excluding Indebtedness owing to North Atlantic) | \$ _____ |
| F. | Current Liabilities (the sum of lines D and E) | \$ _____ |
| G. | Aggregate value of all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue | \$ _____ |
| H. | Aggregate value of all non-cash liabilities of Parent (on a consolidated basis) | \$ _____ |
| I. | Line F minus line G minus line H | \$ _____ |
| J. | Adjusted Quick Ratio (line C divided by line I) | _____:1.00 |

Was line J equal to or greater than 1.00:1.00 at all times during the applicable Testing Month?

_____ No, Prime + 2.75%

_____ Yes, Prime + 1.75%

**ACKNOWLEDGMENT OF AMENDMENT
AND REAFFIRMATION OF GUARANTY**

Section 1. Guarantor hereby acknowledges and confirms that it has reviewed the terms and conditions of the Third Amendment to Third Amended and Restated Loan and Security Agreement dated as of even date herewith (the "Amendment").

Section 2. Guarantor hereby agrees that the Unconditional Secured Guaranty and Pledge Agreement (the "Guaranty") relating to the Obligations of Borrower under the Third Amended and Restated Loan and Security Agreement, as amended, shall continue in full force and effect, shall be valid and enforceable and shall not be impaired or otherwise affected by the execution of the Amendment or any other document or instrument delivered in connection herewith.

Section 3. Guarantor represents and warrants that, after giving effect to the Amendment, all representations and warranties contained in the Guaranty are true, accurate and complete as if made the date hereof.

Dated as of June __, 2016

GUARANTOR

DIGITAL TURBINE, INC.

By: _____ /s/ Andrew Schleimer
Name: _____ Andrew Schleimer
Title: _____ CFO

Schedule 2

**ACKNOWLEDGMENT OF AMENDMENT
AND REAFFIRMATION OF GUARANTY**

Section 1. Guarantor hereby acknowledges and confirms that it has reviewed the terms and conditions of the Third Amendment to Third Amended and Restated Loan and Security Agreement dated as of even date herewith (the “Amendment”).

Section 2. Guarantor hereby agrees that the Unconditional Secured Guaranty and Pledge Agreement (the “Guaranty”) relating to the Obligations of Borrower under the Third Amended and Restated Loan and Security Agreement, as amended, shall continue in full force and effect, shall be valid and enforceable and shall not be impaired or otherwise affected by the execution of the Amendment or any other document or instrument delivered in connection herewith.

Section 3. Guarantor represents and warrants that, after giving effect to the Amendment, all representations and warranties contained in the Guaranty are true, accurate and complete as if made the date hereof.

Dated as of June __, 2016

GUARANTOR

DIGITAL TURBINE, INC.

By: _____ /s/ Andrew Schleimer
Name: _____ Andrew Schleimer
Title: _____ CFO
