

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): January 29, 2020 (January 24, 2020)

**SEQUENTIAL BRANDS GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-37656**  
(Commission File Number)

**47-4452789**  
(I.R.S. Employer Identification No.)

**601 West 26<sup>th</sup> Street, 9<sup>th</sup> Floor, New York, NY 10001**  
(Address of Principal Executive Offices/Zip Code)

**(646) 564-2577**  
(Registrant's telephone number, including area code)

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, par value \$0.01 per share	SQBG	NASDAQ Capital Market

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 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangement of Certain Officers.**

*Employment Letter with President*

As previously disclosed effective October 7, 2019, Chad Wagenheim was appointed as President of Sequential Brands Group, Inc. (the “Company” or “Sequential”).

On January 24, 2020, Mr. Wagenheim and the Company entered into an employment letter that amended his previous employment arrangements (such terms as amended, the “Letter”). Mr. Wagenheim’s employment with the Company is at will unless and until terminated as provided in the Letter. Under the terms of the Letter, Mr. Wagenheim will receive an annual base salary of \$450,000, effective July 1, 2019, which may be increased from time to time at the discretion of the Compensation Committee of the Board. The Letter also provides that Mr. Wagenheim will be eligible to participate in the Company’s annual bonus program and will have a target annual bonus opportunity equal to 100% of his base salary, based upon the Company achieving certain performance or financial targets to be determined by the Board. In recognition of his promotion and his extraordinary individual performance during 2019, Mr. Wagenheim will receive a discretionary bonus of \$325,000 (the “Discretionary Bonus”). In recognition of his valuable services to the Company, Mr. Wagenheim also will receive a long-term cash incentive bonus of \$250,000 (the “LTI Bonus”) in lieu of a stock grant, to be paid in two installments as follows: (a) \$62,500 upon execution of the Letter; and (b) \$187,500 on October 1, 2020. The Letter also provides that if Mr. Wagenheim is terminated without cause, he will receive an amount equal to his annual base salary, plus the LTI Bonus. Payment of the severance is subject to the requirement that Mr. Wagenheim execute a release of claims against the Company and its affiliates. The Letter is attached as Exhibits 10.1, 10.2 and 10.3 hereto, each of which is incorporated herein by reference.

*Updated Employment Terms with Interim Chief Financial Officer*

As previously disclosed, Daniel Hanbridge, the Company’s Senior Vice President & Interim Chief Financial Officer, will receive a long-term incentive bonus of \$50,000 in lieu of a stock grant. The payment installments for such bonus were amended to be paid in two installments as follows: (a) \$12,500 immediately; and (b) \$37,500 by October 1, 2020.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit Number	Description
<a href="#">10.1</a>	<a href="#">Employment Letter between Sequential Brands Group, Inc. and Chad Wagenheim, dated January 24, 2020.</a>
<a href="#">10.2</a>	<a href="#">Employment Letter between Sequential Brands Group, Inc. and Chad Wagenheim, dated June 5, 2017.</a>
<a href="#">10.3</a>	<a href="#">Employment Letter between Sequential Brands Group, Inc. and Chad Wagenheim, dated October 13, 2014.</a>

**SIGNATURE**

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

Sequential Brands Group, Inc.

Date: January 29, 2020

By: /s/ Daniel Hanbridge

Name: Daniel Hanbridge

Title: Senior Vice President & Interim Chief Financial Officer

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January 24, 2020

Mr. Chad Wagenheim  
[Redacted]

**Re: Revised Employment Terms**

Dear Chad,

Reference is made to the revised employment terms letter signed by you and Sequential Brands Group, Inc. (the "Company"), dated as of June 5, 2017 (as amended by letter dated January 11, 2019, collectively, the "Agreement"). Capitalized terms used in this letter and not otherwise defined herein shall have the meaning set forth in the Agreement.

This letter amends the Agreement as follows:

1. Your title is President.
2. Effective July 1, 2019, Section 1 titled *Salary* is amended such that your annual salary is increased to \$450,000 per year (your "Annual Salary").
3. Section 2 titled *Bonus* is amended such that your bonus target for the Company's 2020 fiscal year and each fiscal year thereafter is increased from 75% of your Annual Salary to 100% of your Annual Salary.
4. You acknowledge that the Company's 2019 performance goals for awarding you and other employees a bonus for 2019 are not expected to be met and therefore you will not be entitled to a Bonus for the year ending December 31, 2019.
5. In recognition of your promotion and your extraordinary individual performance during 2019, the Compensation Committee has approved a discretionary bonus of \$325,000 (less applicable withholdings and deductions) payable upon mutual execution of this letter.
6. In recognition of your valuable services to the Company, the Compensation Committee has approved a long-term cash incentive bonus in lieu of a stock grant \$250,000 (less applicable withholdings and deductions) to be paid to you in two installments as follows: (a) \$62,500 upon mutual execution of this letter; and (b) \$187,500 on October 1, 2020, subject to your continued employment with the Company through that date; provided, however, that if you (a) die; (b) become Disabled (as defined in the Company's 2013 Stock Incentive Plan); or (c) are terminated without cause prior to October 1, 2020, you (or your estate, as applicable) will still receive the \$187,500 on October 1, 2020.

Except as specifically modified in this letter, the Agreement remains in full force and effect, including, without limitation Section 10 of the Agreement titled *Employee Status*. For the avoidance of doubt, nothing herein shall be construed so as to modify your status as an “at-will” employee of the Company.

Please confirm your acceptance and agreement to the foregoing terms by signing below.

Sincerely,

SEQUENTIAL BRANDS GROUP, INC.

By: /s/ David Conn  
Name: David Conn  
Title: CEO

Accepted and agreed this 24th\_\_ day of  
January, 2020 by:

/s/ Chad Wagenheim  
Chad Wagenheim

## SEQUENTIAL BRANDS GROUP, INC.

June 5, 2017

Mr. Chad Wagenheim  
[Redacted]**Re: Revised Employment Terms**

Dear Chad:

We are very pleased to offer you the following revised terms of employment to continue with the Company as an EVP, reporting to the Company's President, Andrew Cooper.

1. **Salary.** Effective as April 15, 2017, your annual salary will be increased to \$350,000.
2. **Bonus.** Commencing with the Company's 2017 fiscal year and for each fiscal year thereafter during the term of your employment, your discretionary bonus target will be increased to 75% of your Annual Salary.
3. **RSUs.** You will be granted 125,000 restricted stock units (RSUs), vesting as follows:
  - 30% of the shares will vest on May 31, 2018
  - 30% of the shares will vest on May 31, 2019
  - 40% of the shares will vest on May 31, 2020

The RSUs will be granted pursuant to the terms of a separate award agreement, which will provide that all unvested shares will vest on a change of control (as defined in the Company's Equity Plan) or in the event that you are terminated by the Company without cause.

4. **Accelerated Vesting of PSUs.** In the event that a change of control (as defined in the Company's Equity Plan) occurs during the term of your employment, all prior granted PSUs that have not yet vested will automatically vest.
  5. **Severance.** In the event that your employment is terminated by the Company without cause, the Company will pay you severance equal to your then current annual salary, payable in equal installments on a monthly basis, less applicable withholdings. The severance described above will be subject to your execution (and non-revocation) of the Company's standard release of claims.
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6. **Benefits.** You will continue to be eligible to participate in all employee benefit plans (including the Company's 401k Plan).
7. **Expense Reimbursement.** You will be reimbursed for all reasonable, pre-approved travel and other authorized business expenses.
8. **Vacation.** 3 weeks.
9. **Misc.** With the exception of the Stock Grants described in your Offer Letter, dated October 13, 2014, the terms set forth herein shall supersede all prior agreements and understandings between you and the Company.
- 10 **Employee Status.** You will continue to be an employee "at-will" of the Company, meaning that either you or the Company can terminate your employment at any time and for any reason, without or without cause, provided that you agree to provide the Company with a minimum of thirty (30) days notice in the event you elect to terminate your employment, which notice may be waived by the Company (in whole or part) in its sole discretion.

Please confirm your acceptance and agreement to the foregoing terms by signing below.

Sincerely

/s/ Andrew Cooper

Andrew Cooper  
President

Accepted and agreed this 7th day of June 2017 by:

/s/ Chad Wagenheim

Chad Wagenheim

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October 13, 2014

Mr. Chad Wagenheim  
[Address]

**Re: Offer Letter**

Dear Chad:

We are very pleased to offer you the position of Executive Vice-President, Strategic Development and Operations with Sequential Brands Group, Inc. ("Sequential" or the "Company"), reporting directly to the Company's Chief Executive Officer ("CEO"), Yehuda Shmidman.

Position: As Executive Vice President, Strategic Development and Operations of the Company, you will work closely with the CEO and Company division heads in developing and implementing the Company's strategic initiatives and annual goals.

Start Date: On or before November 17, 2014

Term: 3.5 years

Annual Salary: \$275,000

Annual Bonus: Discretionary bonus of up to \$150,000 per calendar year, based on criteria to be agreed upon with the CEO in advance of each calendar year, provided that your bonus for 2015 shall be no less than \$75,000.

Stock Grant:

- 7,500 Restricted Stock Units. 100% to vest on June 30, 2015.
  - 30,000 Restricted Stock Units. 7,500 shares to vest on each of the first, second and third anniversary of Start Date, with the remaining 7,500 to vest six months following the third anniversary of your Start Date.
  - 25,000 Performance Based Stock Units. 1/3 to vest following the 2015, 2016 and 2017 calendar years pursuant to the terms of the Company's executive incentive plan or such other criteria as may be determined by the Compensation Committee of the Company.
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- Expenses: You will be reimbursed for all reasonable, pre-approved travel and other authorized business expenses incurred in the performance of your responsibilities.
- Vacation: Three (3) weeks.
- Benefits: You will be eligible to participate in all employee benefit plans (including, health, dental, disability and life) offered to similarly situated employees.
- Severance: In the event that your employment with the Company is terminated without cause at any time during the term of your employment, the Company will pay you severance equal to 6 months of your Annual Salary.

While we look forward to your career at Sequential being long-term and rewarding, you understand that your employment at the Company will be as an at-will employee, subject to the terms set forth above.

Please confirm your acceptance of the terms of this offer by signing below.

Sincerely,

By: /s/Yehuda Shmidman  
Yehuda Shmidman  
Chief Executive Officer

Accepted and agreed to this 14<sup>th</sup> day  
of October 2014 by:

/s/Chad Wagenheim  
Chad Wagenheim