

# SECURITIES & EXCHANGE COMMISSION EDGAR FILING

## NANOPHASE TECHNOLOGIES Corp

**Form: 8-K**

**Date Filed: 2018-05-25**

Corporate Issuer CIK: 883107

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): May 25, 2018 (May 21, 2018)

**NANOPHASE TECHNOLOGIES CORPORATION**  
(Exact name of registrant as specified in its charter)

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

**0-22333**  
(Commission File Number)

**36-3687863**  
(IRS Employer Identification No.)

**1319 Marquette Drive, Romeoville, Illinois 60446**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(630) 771-6700**

**Not applicable**  
(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))

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.

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**Item 1.01. Entry into a Material Definitive Agreement.**

On May 21, 2018, Nanophase Technologies Corporation (the "Company") and Hallstar Ester Solutions Corporation (formerly known as Ester Solutions Company) ("Hallstar") entered into the First Amendment to Supply Agreement (the "Amendment"), which amended the Supply Agreement dated March 31, 2016 (the "Supply Agreement"), between the Company and Hallstar. The Amendment, which is effective as of May 21, 2018:

- Changes the references in the Supply Agreement from "Ester Solutions Company" to "Hallstar Ester Solutions Corporation";
- Amends Article 5 of the Supply Agreement to provide that all marks identifying the products covered under the Supply Agreement are the exclusive property of Hallstar, that the Company will not acquire any rights in those marks, and that the Company will not register any trademark, service mark, trade name or other right that is identical or similar to those marks; and
- Amends Section 8.1 of the Supply Agreement regarding the ownership of the intellectual property rights in and in relation to the products covered by the Supply Agreement.

All other terms and conditions in the Supply Agreement as in effect immediately prior to the Amendment remain in full force and effect thereafter. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the text of the Amendment, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

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

(d) Exhibits:

The following item is filed as an exhibit to this Current Report on Form 8-K:

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	<a href="#"><u>First Amendment to Supply Agreement, dated May 21, 2018, by and between Nanophase Technologies Corporation and Hallstar Ester Solutions Corporation (formerly known as Ester Solutions Company)</u></a>

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**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.

Dated: May 25, 2018

NANOPHASE TECHNOLOGIES CORPORATION

By: /s/ Jess Jankowski

Name: Jess Jankowski

Title: President & Chief Executive Officer

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**FIRST AMENDMENT TO  
SUPPLY AGREEMENT**

This First Amendment to Supply Agreement (this "Amendment") is made by and between **Nanophase Technologies Corporation**, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 1319 Marquette Drive, Romeoville, IL 60446 ("Supplier"), and **Hallstar Ester Solutions Corporation** (formerly known as Ester Solutions Company), a Delaware corporation, having its principal place of business at 5851 W 73<sup>rd</sup> St, Bedford Park, IL, USA 60638 ("Company") (each, a "Party" and together, "Parties").

**WHEREAS**, Supplier and Company have entered into that certain Supply Agreement dated March 31, 2016 (the "Agreement"); and

**WHEREAS**, Supplier and Company desire to enter into this Amendment to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree to amend and do hereby amend the Agreement as follows:

1. All references to "Ester Solutions Company" in the Agreement are deleted and replaced with "Hallstar Ester Solutions Corporation."
2. Article 5 of the Agreement is hereby deleted and replaced by the following:
  5. **MARKS**
    - 5.1 **Ownership:** All trademarks, service marks, trade names, logos or other words or symbols identifying the Products (the "Marks") are and will remain the exclusive property of Company, whether or not specifically recognized or perfected under applicable law. Supplier will not acquire any right in the Marks. Supplier will not register, directly or indirectly, any trademark, service mark, trade name, company name or other proprietary or commercial right that is identical or confusingly similar to the Marks or that constitute translations thereof.
    - 5.2 Intentionally Omitted.
3. Section 8.1 of the Agreement is hereby deleted and replaced by the following:
  - 8.1 **Ownership.** All Intellectual Property Rights in and in relation to the Products that a party developed prior to the Effective Date shall be and remain the sole and exclusive property of such party ("Pre-Existing IP"). . Notwithstanding the foregoing, as between Supplier and Company, all Intellectual Property Rights in and in relation to modifications or customizations to the Products (New Product Concept) requested by Company or a customer of Company shall be under the sole ownership of the Company, and the Company shall have the exclusive right to sell the New Product Concept. Supplier shall not be obligated to make or develop the New Product Concept. Each party hereby grants the other party a limited, non-exclusive and nontransferable license to use its Pre-Existing IP and its Intellectual Property solely as necessary for the other party to perform its obligations under this Agreement.
4. The effective date of this Amendment, like the Agreement, shall be May 21, 2018(the "Effective Date").
5. The Agreement shall in all other respects be in full force and effect and continue on its existing terms, except as amended by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment in multiple originals by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Effective Date.

**Nanophase Technologies Corporation**  
**("Supplier")**

**Hallstar Ester Solutions Corporation**  
**("Company")**

By: /s/ Jess Jankowski

By: /s/ Jeff Beckman

Name: Jess Jankowski

Name: Jeff Beckman

Title: President & Chief Executive Officer

Title: Assistant Secretary

5-21-2018