

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): **March 31, 2026**

RYTHM, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-39946

(Commission File Number)

30-0943453

(IRS Employer
Identification No.)

**2220 Hicks Road, Suite 210
Rolling Meadows, IL**

(Address of principal executive offices)

60068

(Zip Code)

Registrant's telephone number, including area code: **(855) 420-0020**

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 \$0.001 per share	RYM	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 1.01. Entry Into a Material Definitive Agreement

Amendment to August 2025 License Agreement

As previously reported, on August 27, 2025, VCP IP Holdings, LLC (“VCP”), a wholly-owned subsidiary of RYTHM, Inc. (the “Company”), entered into a Trademark and Recipe License Agreement (the “August 2025 License Agreement”) with GTI Core, LLC (“GTI Core”), an indirect wholly-owned subsidiary of Green Thumb Industries Inc. (“Green Thumb”). Green Thumb is an indirect owner of approximately 33% of the outstanding shares of common stock of the Company, and Benjamin Kovler, Chairman and Chief Executive Officer of Green Thumb, serves as Chairman and Interim Chief Executive Officer of the Company. Under the August 2025 License Agreement, VCP granted to GTI Core a license to use certain intellectual property related to certain brands, including *RYTHM*, *Beboe*, *Dogwalkers*, *Doctor Solomon’s*, *&Shine*, and *Good Green*, in connection with GTI Core’s existing businesses. The consideration payable by GTI Core for the license rights consisted of a monthly license fee, payable in cash, based on sales of products using the licensed intellectual property.

On March 31, 2026, VCP and GTI Core entered into an amendment to the August 2025 License Agreement (the “August 2025 License Agreement Amendment”). Pursuant to the August 2025 License Agreement Amendment, commencing on April 1, 2026, the consideration payable by GTI Core for the license rights will consist of an annual cash fee of \$64.0 million payable in monthly installments. The annual fee will be increased on January 1 of each year during the term of the August 2025 License Agreement, subject to an annual increase based on published consumer price index changes, subject to a maximum year-over-year increase of 10%. The August 2025 License Agreement Amendment was executed following discussions between the Company and the Nasdaq staff in order to ensure the Company’s compliance with Nasdaq Capital Market listing standards regarding revenue derived from the federally illegal cannabis industry.

Amendment to May 2025 License Agreement

As previously reported, on May 20, 2025, MC Brands LLC (“MC Brands”), a wholly-owned subsidiary of the Company, entered into a Trademark and Recipe License Agreement which was subsequently amended and restated on August 27, 2025 (as amended and restated, the “May 2025 License Agreement”) with GTI Core, pursuant to which MC Brands granted to GTI Core an exclusive license to use certain intellectual property related to the *incredibles* brand in connection with GTI Core’s existing businesses. The consideration payable by GTI Core for the license rights consisted of a monthly license fee, payable in cash, based on sales of products using the licensed intellectual property.

On March 31, 2026, MC Brands and GTI Core entered into an amendment to the May 2025 License Agreement (the “May 2025 License Agreement Amendment”). Pursuant to the May 2025 License Agreement Amendment, commencing on April 1, 2026, the consideration payable by GTI Core for the license rights will consist of an annual cash fee of \$6.0 million payable in monthly installments. The annual fee will be increased on January 1 of each year during the term of the May 2025 License Agreement, subject to an annual increase based on published consumer price index changes, subject to a maximum year-over-year increase of 10%. The May 2025 License Agreement Amendment was executed in order to ensure compliance with the listing standards of Nasdaq following discussions between the Company and Nasdaq staff as described under “—*Amendment to August 2025 License Agreement*” above.

The foregoing summaries of the August 2025 License Agreement Amendment and the May 2025 License Agreement Amendment do not purport to be complete and are qualified in their entirety by reference to the complete text of the August 2025 License Agreement Amendment and the May 2025 License Agreement Amendment, which are filed as Exhibit 10.1 and Exhibit 10.2 hereto, respectively, and which are incorporated by reference herein.

Item 7.01. Regulation FD Disclosure.

On April 1, 2026, the Company issued a press release announcing the August 2025 License Agreement Amendment and the May 2025 License Agreement Amendment, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information set forth in Item 7.01 of this Report, including Exhibit 99.1 attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of such section. The information set forth in Item 7.01 of this Report, including Exhibit 99.1 attached hereto, shall not be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as may be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Amendment to Trademark and Recipe License Agreement, dated March 31, 2026, by and between VCP IP Holdings, LLC and GTI Core, LLC
10.2	Amendment to Amended and Restated Trademark and Recipe License Agreement, dated March 31, 2026, by and between MC Brands LLC and GTI Core, LLC
99.1*	Press Release of RYTHM, Inc. dated April 1, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Furnished but not filed.

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.

RYTHM, INC.

Date: April 1, 2026

By: /s/ Brad Asher
Brad Asher
Chief Financial Officer

**AMENDMENT NO. 1
TO
TRADEMARK AND RECIPE LICENSE AGREEMENT**

This AMENDMENT NO. 1 TO TRADEMARK AND RECIPE LICENSE AGREEMENT (this “**Amendment**”) is dated as of March 31, 2026, by and between VCP IP Holdings, LLC, a Delaware limited liability company (the “**Licensor**”), and GTI Core, LLC, a Delaware limited liability company (the “**Licensee**”). Terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the License Agreement (as defined below).

WHEREAS, Licensor and Licensee are parties to that certain Trademark and Recipe License Agreement dated as of August 27, 2025, as amended and/or restated from time to time (the “**License Agreement**”).

WHEREAS, pursuant to Section 8.5 of the License Agreement, the License Agreement may only be amended pursuant to a written instrument signed by Licensor and Licensee; and

WHEREAS, Licensor and Licensee wish to amend the terms of the License Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to License Agreement. The Parties hereby agree that, effective as of April 1, 2026, the License Agreement shall be amended as follows:

(a) Section 2.2 of the License Agreement shall be deemed null and void and of no further force and effect.

(b) **Exhibit B** to the License Agreement shall be deleted in its entirety and the Exhibit B set forth in Attachment 1 to this Amendment shall be substituted in lieu thereof.

2. Miscellaneous. Except as expressly set forth herein, the License Agreement shall remain in full force and effect. Section 8 of the License Agreement is hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LICENSOR:

VCP IP Holdings, LLC

By: /s/ Brad Asher

Name: Brad Asher

Title: Authorized Signatory

LICENSEE:

GTI Core, LLC

By: /s/ Anthony Georgiadis

Name: Anthony Georgiadis

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Trademark and Recipe License Agreement]

Attachment 1

EXHIBIT B

CONSIDERATION

(a) Consideration for the transactions contemplated under this Agreement shall be in the form of a fixed annual fee (the “**Annual Fee**”), payable in equal monthly installments by Licensee to Licensor within thirty (30) days following the end of each calendar month during the Term. Commencing on April 1, 2026, the Annual Fee for calendar year 2026 shall be \$64,000,000, payable in monthly installments of \$5,333,333.33.

(b) Commencing on January 1, 2027, and on each anniversary thereof during the Term (each, an “**Adjustment Date**”), the Annual Fee shall be increased by an amount equal to the CPI Adjustment Rate. As used herein, the “**CPI Adjustment Rate**” shall equal the number that is two times the Published CPI Rate (as defined below). For example, for calendar year 2027, if the applicable Published CPI Rate is 2.4%, the CPI Adjustment Rate shall be 4.8% and the Annual Fee for 2027 shall be increased by an amount equal to \$3,072,000, resulting in an Annual Fee of \$67,072,000.

(c) As used herein, the “**Published CPI Rate**” means the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted (BLS series identifier: CUUR0000SA0), as published by the U.S. Bureau of Labor Statistics (the “**BLS**”) for the month of December immediately preceding the applicable Adjustment Date. If the Published CPI Rate is not publicly available by February 1 for any given calendar year, the Parties shall use the most recently published monthly rate available as of that date.

(d) By February 15 following each Adjustment Date, Licensor shall notify Licensee of (i) the applicable Published CPI Rate, (ii) the resulting CPI Adjustment Rate, and (iii) the adjusted Annual Fee, which shall apply retroactively to such Adjustment Date. Licensee shall have ten (10) days following receipt of Licensor’s notice to object to such adjusted Annual Fee in writing (such objection, an “**Objection Notice**”). If Licensee timely objects, the Parties shall negotiate in good faith to resolve the dispute. If Licensee and Licensor are unable to resolve such objection within sixty (60) days after Licensee’s delivery of an Objection Notice, the matter shall be referred to an impartial nationally recognized firm of independent certified public accountants, other than Licensee’s or Licensor’s accountants, appointed by mutual agreement of the Parties (the “**Independent Accountant**”), who, acting as experts and not arbitrators, shall calculate the Annual Fee pursuant to this **Exhibit B**. The determination of the Independent Accountant shall be final and binding on the Parties, and the fees and expenses of the Independent Accountant shall be borne equally by Licensor and Licensee. For the avoidance of doubt, during any dispute of the Annual Fee, the prior calendar year’s Annual Fee shall remain in effect until final resolution.

(e) Notwithstanding the foregoing, in no event shall (i) the CPI Adjustment Rate exceed 10.0% for any calendar year, or (ii) the Annual Fee decrease from one calendar year to the next, including due to a negative Published CPI Rate.

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED
TRADEMARK AND RECIPE LICENSE AGREEMENT**

This AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK AND RECIPE LICENSE AGREEMENT (this “**Amendment**”) is dated as of March 31, 2026, by and between MC Brands LLC, a Colorado limited liability company (the “**Licensor**”), and GTI Core, LLC, a Delaware limited liability company (the “**Licensee**”). Terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the License Agreement (as defined below).

WHEREAS, Licensor and Licensee are parties to that certain Amended and Restated Trademark and Recipe License Agreement dated as of August 27, 2025, as amended and/or restated from time to time (the “**License Agreement**”).

WHEREAS, pursuant to Section 8.5 of the License Agreement, the License Agreement may only be amended pursuant to a written instrument signed by Licensor and Licensee; and

WHEREAS, Licensor and Licensee wish to amend the terms of the License Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to License Agreement. The Parties hereby agree that, effective as of April 1, 2026, the License Agreement shall be amended as follows:

(a) Section 2.2 of the License Agreement shall be deemed null and void and of no further force and effect.

(b) **Exhibit C** to the License Agreement shall be deleted in its entirety and the Exhibit C set forth in Attachment 1 to this Amendment shall be substituted in lieu thereof.

2. Miscellaneous. Except as expressly set forth herein, the License Agreement shall remain in full force and effect. Section 8 of the License Agreement is hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LICENSOR:

MC Brands LLC

By: /s/ Brad Asher

Name: Brad Asher

Title: Authorized Signatory

LICENSEE:

GTI Core, LLC

By: /s/ Anthony Georgiadis

Name: Anthony Georgiadis

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to A&R Trademark and Recipe License Agreement]

Attachment 1

EXHIBIT C

CONSIDERATION

(a) Consideration for the transactions contemplated under this Agreement shall be in the form of a fixed annual fee (the “**Annual Fee**”), payable in equal monthly installments by Licensee to Licensor within thirty (30) days following the end of each calendar month during the Term. Commencing on April 1, 2026, the Annual Fee for calendar year 2026 shall be \$6,000,000, payable in monthly installments of \$500,000.

(b) Commencing on January 1, 2027, and on each anniversary thereof during the Term (each, an “**Adjustment Date**”), the Annual Fee shall be increased by an amount equal to the CPI Adjustment Rate. As used herein, the “**CPI Adjustment Rate**” shall equal the number that is two times the Published CPI Rate (as defined below). For example, for calendar year 2027, if the applicable Published CPI Rate is 2.4%, the CPI Adjustment Rate shall be 4.8% and the Annual Fee for 2027 shall be increased by an amount equal to \$288,000, resulting in an Annual Fee of \$6,288,000.

(c) As used herein, the “**Published CPI Rate**” means the year-over-year percentage change in the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, Not Seasonally Adjusted (BLS series identifier: CUUR0000SA0), as published by the U.S. Bureau of Labor Statistics (the “**BLS**”) for the month of December immediately preceding the applicable Adjustment Date. If the Published CPI Rate is not publicly available by February 1 for any given calendar year, the Parties shall use the most recently published monthly rate available as of that date.

(d) By February 15 following each Adjustment Date, Licensor shall notify Licensee of (i) the applicable Published CPI Rate, (ii) the resulting CPI Adjustment Rate, and (iii) the adjusted Annual Fee, which shall apply retroactively to such Adjustment Date. Licensee shall have ten (10) days following receipt of Licensor’s notice to object to such adjusted Annual Fee in writing (such objection, an “**Objection Notice**”). If Licensee timely objects, the Parties shall negotiate in good faith to resolve the dispute. If Licensee and Licensor are unable to resolve such objection within sixty (60) days after Licensee’s delivery of an Objection Notice, the matter shall be referred to an impartial nationally recognized firm of independent certified public accountants, other than Licensee’s or Licensor’s accountants, appointed by mutual agreement of the Parties (the “**Independent Accountant**”), who, acting as experts and not arbitrators, shall calculate the Annual Fee pursuant to this **Exhibit C**. The determination of the Independent Accountant shall be final and binding on the Parties, and the fees and expenses of the Independent Accountant shall be borne equally by Licensor and Licensee. For the avoidance of doubt, during any dispute of the Annual Fee, the prior calendar year’s Annual Fee shall remain in effect until final resolution.

(e) Notwithstanding the foregoing, in no event shall (i) the CPI Adjustment Rate exceed 10.0% for any calendar year, or (ii) the Annual Fee decrease from one calendar year to the next, including due to a negative Published CPI Rate.



RYTHM, Inc. Announces Amendments to License Agreements with Green Thumb Industries

ROLLING MEADOWS, IL, April 1, 2026 (GLOBE NEWSWIRE) RYTHM, Inc. (Nasdaq: RYM) (“RYTHM” or the “Company”), America’s THC Company, today announced amendments to its existing trademark and recipe license agreements with an indirect wholly-owned subsidiary of Green Thumb Industries Inc. (“Green Thumb”).

RYTHM and Green Thumb have amended their existing trademark and recipe license agreements for the use of brand intellectual property which includes RYTHM, incredibles, Beboe, Dogwalkers, Doctor Solomon’s, &Shine, and Good Green. Effective April 1, 2026, Green Thumb will pay RYTHM an aggregate fixed annual cash fee of \$70 million, subject to an annual increase equal to two times a Consumer Price Index-based escalator.

“These amendments create a framework that strengthens our licensing arrangement with Green Thumb over the long term and supports RYTHM’s Nasdaq listing,” said Ben Kovler, Chairman and Interim Chief Executive Officer of RYTHM, Inc. “We have established predictable, long-term revenue in a way that is virtually unmatched in the THC space. As the regulatory and legal landscapes evolve, this structure provides our business and investors with clarity and stability that positions us well to maximize value for our shareholders.”

About RYTHM, Inc.

RYTHM, Inc.’s portfolio of THC brands includes the most recognized and trusted names in the cannabis and hemp industries, including RYTHM, incredibles, Dogwalkers, Beboe, Señorita THC Margaritas, &Shine, Doctor Solomon’s, and Good Green. With products available in thousands of physical locations and online, supported by an iconic lineup of brands rooted in quality and safety, RYTHM, Inc. is cementing its position as America’s THC Company. Through a focus on innovation, the Company is continually shaping THC experiences to meet the evolving preferences of consumers across the country. Learn more and explore the full brand portfolio at www.RYTHMinc.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 concerning RYTHM, Inc. and other matters. All statements that do not relate to matters of historical fact should be considered forward-looking statements, including statements regarding the expected benefits of the license agreement amendments, and the Company’s compliance with Nasdaq listing standards. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “targets,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential” “maintain” or “continue” or the negative of these terms or other similar expressions. These statements involve known and unknown risks, uncertainties, and other important factors that could cause actual results to differ materially from those expressed or implied, including those described under ‘Risk Factors’ in the Company’s most recent Annual Report on Form 10-K and other filings with the Securities and Exchange Commission (“SEC”), which can be obtained on the SEC website at www.sec.gov, including risks related to federal and state cannabis regulation, the Company’s relationship with Green Thumb, and general economic conditions. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements, whether as a result of any new information, future events or otherwise. You are advised, however, to consult any further disclosures we make on related subjects in our public announcements and filings with the SEC.

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