

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): **October 13, 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

On October 13, 2026, VCP IP Holdings, LLC (“VCP”), a wholly owned subsidiary of RYTHM, Inc. (the “Company”), and GTI Core, LLC (“GTI Core”), an indirect wholly owned subsidiary of Green Thumb Industries Inc. (“Green Thumb”), entered into an amendment (the “Amendment”) to their existing Trademark and Recipe License Agreement dated August 27, 2025 (as previously amended, the “August 2025 License Agreement”). The Amendment adds the Company’s *Señorita* brand to the intellectual property licensed to GTI Core.

The Amendment was entered into in light of upcoming changes to federal law governing hemp-derived THC products. Under the Amendment, if and to the extent the Company and its affiliates are or become legally permitted, consistent with applicable Nasdaq listing standards, to commercialize the *Señorita* brand outside state-regulated dispensary channels, the Company and its affiliates will have the exclusive right to do so, and GTI Core’s rights will be limited to state-regulated dispensary channels. As consideration for the additional license rights, the base licensing fees under the August 2025 License Agreement increased by \$250,000 per year, subject to adjustment as provided in that agreement. All other terms of the August 2025 License Agreement remain unchanged.

As previously reported, under the August 2025 License Agreement, which was also amended on March 31, 2026, VCP granted 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. Green Thumb is an indirect owner of approximately 32% of the Company’s outstanding common stock and has the right (through one or more of its subsidiaries) to acquire additional shares that could increase its beneficial ownership to approximately 90%. Benjamin Kovler, Chairman and Chief Executive Officer of Green Thumb, serves as Chairman and Interim Chief Executive Officer of the Company, and Company director Armon Vakili serves as Green Thumb’s Vice President of Strategic Partners and Initiatives.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendment, which is filed as Exhibit 10.1 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Amendment No. 2 to Trademark and Recipe License Agreement, dated October 13, 2026, by and between VCP IP Holdings, LLC and GTI Core, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: October 16, 2026

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

**AMENDMENT NO. 2
TO
TRADEMARK AND RECIPE LICENSE AGREEMENT**

This AMENDMENT NO. 2 TO TRADEMARK AND RECIPE LICENSE AGREEMENT (this “**Amendment**”) is dated as of October 13, 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 by that certain Amendment No. 1 to Trademark and Recipe License Agreement and as may be further 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 October 13, 2026, the License Agreement shall be amended as follows:

(a) The following shall be added after the third sentence in Section 1.1 to the License Agreement:

“Notwithstanding anything to the contrary herein, (i) solely with respect to Trademarks and Recipes related to Señorita (“**Señorita IP**”), the definition of “Licensed Services” shall not include clause (b), (ii) the definition of “Locations” shall include licensed retail locations, and (iii) to the extent Licensor and/or its affiliates, under applicable law, and consistent with applicable Nasdaq listing standards, are or become permitted to provide any Licensed Services related to the Señorita IP outside of state regulated dispensary channels (“**State Regulated Channels**”), Licensor and its affiliates shall have the exclusive right to provide such Licensed Services except in State Regulated Channels, and Licensee’s license granted hereunder shall be limited such that Licensee shall only have the right to provide the Licensed Services within State Regulated Channels.”

(b) **Exhibit A** to the License Agreement shall be amended by adding the “Trademarks” included on the table attached as Attachment 1 hereto.

(c) The second sentence in Section (a) of **Exhibit B** to the License Agreement shall be deleted in its entirety and replaced with the following: “Commencing on October 13, 2026, the Annual Fee for calendar year 2026 shall be \$64,250,000, payable in monthly installments of \$5,354,166.67.”

(d) The second sentence in Section (b) of **Exhibit B** to the License Agreement shall be deleted in its entirety and replaced with the following: “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 \$3,084,000, resulting in an Annual Fee of \$67,334,000, payable in monthly installments.”

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 Georgiaidis

Name: Anthony Georgiaidis

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Trademark and Recipe License Agreement]
