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): **November 20, 2026**

RYTHM, INC.
(Exact name of registrant as specified in its charter)

Nevada	**001-39946**	**30-0943453**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2220 Hicks Road, Suite 210 Rolling Meadows, IL	**60068**
(Address of principal executive offices)	(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 November 20, 2026, RYTHM, Inc. (the "Company") entered into a Third Amendment to Secured Convertible Note (the "Third Amendment") with RSLGH, LLC ("RSLGH"), an indirect wholly-owned subsidiary of Green Thumb Industries Inc. ("Green Thumb"). The Third Amendment amends the Secured Convertible Note issued by the Company to RSLGH on May 22, 2025, in the original principal amount of $27.0 million (the "RSLGH Note"), to extend the maturity date of the RSLGH Note from November 22, 2026 to February 25, 2027, along with other conforming changes. The extension aligns the maturity dates of the Company's outstanding convertible notes that were issued in August 2025, with both series of notes now maturing on February 25, 2027.

The Third Amendment amends only the RSLGH Note. The RSLGH Note was issued as part of a series of Secured Convertible Notes with an aggregate original principal amount of $30.0 million (collectively, including the RSLGH Note, the "Notes") issued on May 22, 2025, as previously disclosed in the Company's Current Report on Form 8-K filed on May 22, 2025. The Notes were originally issued in connection with the Company's purchase of brand intellectual property from subsidiaries of Green Thumb, which was licensed back to Green Thumb subsidiaries for annual licensing fees totaling $70 million, subject to contractual annual escalations, and were previously amended on August 25, 2025 and August 10, 2026, as previously disclosed.

Except as described above, the terms of the RSLGH Note, including its interest rate, conversion terms, and security, remain unchanged and in full force and effect. Interest will continue to accrue on the outstanding principal amount of the RSLGH Note in accordance with its terms through the extended maturity date.

Green Thumb is an indirect owner of approximately 32% of the outstanding shares of the Company's common stock and is deemed to beneficially own approximately 90% of the Company's common stock, as previously disclosed.

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

Item 2.03. Creation of a Direct Financial Obligation.

The information set forth in Item 1.01 of this Current Report on Form 8-K regarding the Third Amendment is incorporated herein by reference into this Item 2.03.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Third Amendment to Secured Convertible Note, dated November 20, 2026, by RYTHM, Inc. and RSLGH, 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: November 23, 2026

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

Exhibit 10.1

THIRD AMENDMENT TO
SECURED CONVERTIBLE NOTE

This THIRD AMENDMENT TO SECURED CONVERTIBLE NOTE (this "Amendment") is made as of November 20, 2026 (the "Amendment Effective Date"), by and among RYTHM, Inc., a Nevada corporation (the "Company") and RSLGH, LLC, a Delaware limited liability company ("RSLGH"), with reference to the following facts:

RECITALS

A. The Company issued to RSLGH and certain other investors (collectively, the "Holders") those certain Secured Convertible Notes, dated May 22, 2025, which were previously amended on August 25, 2025 and on August 10, 2026 (as amended, the "Notes", with capitalized terms used but not defined herein having the meanings set forth in the Notes).

B. The Note issued to RSLGH is represented by Certificate No. E-1 and has an original principal sum of $27,000,000 (the "RSLGH Note").

C. Pursuant to Section 18 of each Note, such Note may only be amended, waived or modified in writing by the Company and by holders of a majority of the principal amount outstanding under all Notes as of the date of such amendment, waiver and/or modification (such holders, the "Required Holders").

D. RSLGH constitutes the Required Holders under the Notes.

E. The Company and the Required Holders desire to amend the RSLGH Note to revise certain sections to extend the maturity date of the RSLGH Note to February 25, 2027.

NOW, THEREFORE, in consideration of the execution and delivery of the Required Holders and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby further agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein in their entirety.

2. Amendments to the RSLGH Note. As of the Amendment Effective Date, the RSLGH Note is hereby amended or modified as follows:

   a. The RSLGH Note is hereby amended by replacing the defined term "**Maturity Date**" with the following:

      "**Maturity Date**" means February 25, 2027.

   b. The RSLGH Note is hereby amended by replacing all references to "**November 22, 2026**" with "**February 25, 2027**" in each place where the former date appears.

   c. The RSLGH Note is hereby amended by replacing all references to "**Secured Convertible Note due 2026**" with "**Secured Convertible Note due 2027**" in each place where the former term appears.

3. Limited Effect. The RSLGH Note is not amended in any other respect. All other terms and provisions of the RSLGH Note not herein specifically modified and amended shall remain in full force and effect as originally set forth therein, and the Company hereby ratifies and confirms all such terms and provisions as if such terms and provisions were restated herein in their entirety. All references in the RSLGH Note, the Security Agreement or any related document or agreement (collectively, the Loan Documents") shall be deemed a reference to the RSLGH Note as modified and amended herein. The Company agrees that its obligations under the RSLGH Note and each other Loan Document are its valid and binding obligations, enforceable in accordance with their terms, subject to no defense, counterclaim, or objection. This Amendment amends the RSLGH Note, and is intended to be a continuation of the obligations set forth therein and in each other Loan Document. Nothing in this Amendment is intended, nor shall be construed, to constitute a novation or an accord or satisfaction of the RSLGH Note or any other Loan Document. For the avoidance of doubt, interest shall continue to accrue on the outstanding Principal Amount of the RSLGH Note in accordance with its terms through the Maturity Date as extended by this Amendment.

4. Miscellaneous. This Amendment shall be governed by and construed under the laws of the State of Delaware, without giving effect to conflicts of laws principles. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company and Holder have executed this Amendment as of the Amendment Effective Date set forth above.

COMPANY

RYTHM, INC.

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

RSLGH

RSLGH, LLC

By: /s/ Anthony Georgiadis
Name: Anthony Georgiadis
Title: Authorized Signatory