

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): July 17, 2025

DATAVAULT AI INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of Incorporation)

001-38608
(Commission
File Number)

30-1135279
(IRS Employer
Identification Number)

15268 NW Greenbrier Pkwy
Beaverton, OR
(Address of registrant's principal executive office)

97006
(Zip code)

(408) 627-4716
(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 (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))

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 \$0.0001 per share	DVLT	The 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 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Intellectual Property Sale and Assignment Agreement

On July 12, 2025, Datavault AI Inc., a Delaware Corporation (the "Company") entered into an intellectual property sale and assignment agreement (the "IP Sale and Assignment Agreement") with Turner Global Media, LLC ("TGM"), pursuant to which the Company has agreed to purchase, and TGM has agreed to sell and assign, certain intellectual property related to inaudible audio technology owned by TGM (the "TGM IP Assets").

Pursuant to the IP Sale and Assignment Agreement, the Company has agreed to acquire the TGM IP Assets from TGM in exchange for (i) the issuance to TGM of 2,500,000 shares (the "Shares") of common stock, par value \$0.0001 per share (the "Common Stock") as restricted stock, which are to be issued within 15 days of July 12, 2025 and (ii) a royalty (the "Royalty") on the total revenue derived by the Company from (a) the sale, licensing, or commercialization of the TGM IP, and/or (b) the patented technology described in the eight patents listed in the IP Sale and Assignment Agreement (the "ADIO Patented Technology"), for the dissemination of audio signals, including inaudible frequencies, through any and all devices capable of producing sound, including but not limited to radios, televisions, streaming platforms, retail shelf talkers, venue sound systems, and wearable portable broadcast devices, before any deductions for taxes, discounts, or other expenses ("Gross Sales").

The Royalty will be 15% of Gross Sales. The Royalty will be calculated and paid quarterly, within 30 days of the end of the relevant calendar quarter, beginning with the first full calendar quarter following July 12, 2025. If the total Royalty paid to TGM reaches \$15 million, the Royalty percentage drops from 15% to 10%. Unless terminated earlier, the IP Sale and Assignment Agreement will expire upon the expiration of the patents included in the ADIO Patented Technology.

The IP Sale and Assignment Agreement includes customary representations and warranties and various customary covenants and closing conditions that are subject to certain limitations.

The foregoing summary of the IP Sale and Assignment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the IP Sale and Assignment Agreement a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure required by this Item in connection with the IP Sale and Assignment Agreement and included in Item 1.01 of this Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure required by this Item in connection with the IP Sale and Assignment Agreement and included in Item 1.01 of this Form 8-K is incorporated herein by reference.

The Shares have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and may not be sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act. The securities will be issued and were issued in reliance upon exemptions from registration under Section 4(a)(2) of the Securities Act, and Rule 506 promulgated under Regulation D of the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	IP Sale and Assignment Agreement, dated July 12, 2025.
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.

Date: July 17, 2025

DATAVAULT AI INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: Chief Executive Officer

INTELLECTUAL PROPERTY SALE AND ASSIGNMENT AGREEMENT

This Intellectual Property Sale and Assignment Agreement (“Agreement”) is entered into as of July 12, 2025 (“Effective Date”), by and between:

Turner Global Media, LLC (“TGM”), a Delaware limited liability company with its principal place of business at 11428 E Parker Rd, Parker, Colorado 80138; and

Datavault AI Inc. (“DVL”), a Delaware corporation with its principal place of business at 15268 NW Greenbrier Pkwy, Beaverton, Oregon 97006.

TGM and DVL are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, TGM is the sole owner of certain intellectual property rights related to inaudible audio technology that enables seamless integration of triggered advertising, brand messages, and content across enabled devices, delivering actionable commerce and analytics without disrupting the listening experience.

WHEREAS, DVL desires to purchase and acquire, and TGM desires to sell and assign, all right, title, and interest in and to the foregoing intellectual property upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 “ADIO Patented Technology” means any and all technology described in United States Patent Numbers; US-20230394900-A1, US-11749046-B2, US-20220068069-A1, US-11195362-B2, US-20210264887-A1, US-11030983-B2, US-20210082380-A1, US-10878788-B2

1.2 “IP” means all intellectual property rights owned by TGM related to the inaudible audio technology, including but not limited to patents, patent applications, trademarks, service marks, trade names, copyrights, trade secrets, know-how, designs, symbols, artistic works, and images used in commerce.

1.3 “Gross Sales” means the total revenue derived from the sale, licensing, or commercialization of the IP, and/or ADIO Patented Technology, for Broadcast by DVL before any deductions for taxes, discounts, or other expenses.

1.4 “Broadcast” means the dissemination of audio signals, including inaudible frequencies, through any and all devices capable of producing sound, including but not limited to radios, televisions, streaming platforms, retail shelf talkers, venue sound systems, and wearable or portable broadcast devices.

2. SALE AND ASSIGNMENT

2.1 **Sale of IP.** Subject to the terms and conditions of this Agreement, TGM agrees to sell, assign, transfer, and convey to DVL, and DVL agrees to purchase and acquire from TGM, all right, title, and interest in and to the IP, free and clear of all liens, encumbrances, and restrictions, except as expressly provided herein.

2.2 **Assignment.** The assignment of the IP to DVL shall be effective as of the Closing Date (defined below). Upon such assignment, TGM shall execute and deliver to DVL all necessary documents to effectuate the transfer of the IP, including but not limited to any patent assignments, trademark assignments, and copyright assignments, in forms suitable for recording with the United States Patent and Trademark Office, United States Copyright Office, or other applicable governmental authorities.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1 **Purchase Price.** The total purchase price for the IP shall be Two Million Five Hundred Thousand (2,500,000) restricted shares of DVL common stock (the “Stock Payment”) and a royalty on Gross Sales (the “Royalty” and together with the Stock Payment, the “Purchase Price”).

3.2 **Stock Payment.** Subject to approval by the board of directors of DVL, within fifteen (15) days of the Closing Date, DVL shall issue to TGM the Stock Payment consisting of Two Million Five Hundred Thousand (2,500,000) restricted shares of DVL common stock.

3.3 **Royalty.** DVL shall pay to TGM the Royalty, which will equal fifteen percent (15%) of Gross Sales, calculated and paid quarterly within thirty (30) days after the end of each calendar quarter, commencing with the first full calendar quarter following the Closing Date and continuing for the Term of this Agreement (the “Royalty”); provided, however, that once DVL has paid an aggregate of Fifteen Million U.S. Dollars (\$15,000,000) in Royalty payments, the Royalty will decrease to ten percent (10%) of Gross Sales. DVL shall provide TGM with a detailed accounting of Gross Sales with each Royalty payment.

4. TERM

4.1 The term of this Agreement shall commence on the Effective Date and continue until the expiration of the patents included in the “ADIO Patented Technology”, unless earlier terminated in accordance with Section 8 (the “Term”). The Royalty obligation shall continue for the duration of the Term, unless otherwise terminated as provided herein.

5. CLOSING

5.1 **Closing Date.** The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur on July 12, 2025 (the “Closing Date”), remotely via the exchange of documents and signatures, or at such other time and place as the Parties may mutually agree.

5.2 **Deliverables at Closing.** At Closing, TGM shall deliver to DVL T a list of any patent applications, trademarks, prior art and copyrights included in the IP, and the assignment thereof.

5.3 **Deliverables after Closing.** On or before fifteen (15) days after the Closing Date, DVL T shall deliver to TGM written confirmation of the issuance of the Stock Payment shares.

6. REPRESENTATIONS AND WARRANTIES

6.1 **TGM Representations and Warranties.** TGM represents and warrants to DVL T that: (a) TGM is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware; (b) TGM has full power and authority to execute, deliver, and perform this Agreement; (c) TGM is the sole owner of the IP, free and clear of all liens, encumbrances, and restrictions; (d) The IP does not infringe upon the intellectual property rights of any third party; (e) There are no pending or threatened claims, lawsuits, or proceedings related to the IP.

6.2 **DVL T Representations and Warranties.** DVL T represents and warrants to TGM that: (a) DVL T is a corporation duly organized, validly existing, and in good standing under the laws of Delaware; (b) DVL T has full power and authority to execute, deliver, and perform this Agreement; (c) The shares issued as part of the Purchase Price are duly authorized, validly issued, fully paid, non-assessable, and free of restrictions on transfer, except as provided by applicable securities laws as they relate to restricted stock.

7. INDEMNIFICATION

7.1 **TGM Indemnification.** TGM shall indemnify, defend, and hold harmless DVL T and its officers, directors, employees, and agents from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any breach of TGM's representations, warranties, or obligations under this Agreement.

7.2 **DVL T Indemnification.** DVL T shall indemnify, defend, and hold harmless TGM and its officers, directors, employees, and agents from any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any breach of DVL T's representations, warranties, or obligations under this Agreement.

8. TERMINATION

8.1 **Termination for Breach.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

8.2 **Effect of Termination.** Upon termination, all unpaid payment obligations (including Royalties) shall become immediately due and payable.

9. MISCELLANEOUS

9.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

9.2 **Jurisdiction.** Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Denver, Colorado. The Parties hereby irrevocably submit to the jurisdiction of such courts and waive any objection to venue or inconvenient forum.

9.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

9.4 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Parties may assign this Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

9.5 **Notices.** All notices under this Agreement shall be in writing and delivered to the addresses set forth above by certified mail, overnight courier, or email with confirmation of receipt.

9.6 **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TURNER GLOBAL MEDIA, LLC

By: /s/ Gary Turner
Name: Gary Turner
Title: CEO

DATAVAULT AI INC.

By: /s/ Nathaniel Bradley
Name: Nathaniel Bradley
Title: CEO

