
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): JUNE 18, 2015

PFSweb, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(STATE OR OTHER JURISDICTION
OF INCORPORATION)

000-28275
(COMMISSION FILE NUMBER)

75-2837058
(IRS EMPLOYER
IDENTIFICATION NO.)

505 MILLENNIUM DRIVE
ALLEN, TX 75013
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(972) 881-2900
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

N/A
(FORMER NAME OR 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:

- Written communication 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))
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ITEM 1.01 Entry into a Material Definitive Agreement

Amendment to Rights Agreement

On June 18, 2015, the Company and Computershare Inc., successor in interest to Computershare Shareowner Services LLC (formerly known as Mellon Investor Services LLC), a Delaware corporation, as successor to ChaseMellon Shareholder Services, L.L.C., a New Jersey limited liability company, as rights agent (the "Rights Agent"), entered into Amendment No. 5 to Rights Agreement (the "Amendment"). The Amendment amends the Rights Agreement, dated as of June 8, 2000, between the Company and the Rights Agent, as amended by Amendment No. 1 thereto dated as of May 30, 2008, Amendment No. 2 thereto dated as of May 24, 2010, Amendment No. 3 thereto dated as of July 2, 2010 and Amendment No. 4 thereto dated as of May 15, 2013 (as amended, the "Rights Agreement").

The Amendment amends Section 7(a) of the Rights Agreement to extend the Final Expiration Date (as defined therein) from July 6, 2015 to 30 days following the Company's 2015 Annual Meeting, currently scheduled to be held on July 27, 2015, unless the continuation of the Rights Agreement is approved by the stockholders of the Company at that meeting (with such amendments thereto, including any further amendment to said Section 7(a), as may be approved at such meeting).

The foregoing description 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 herewith as Exhibit 4.1 and is incorporated herein by reference.

ITEM 3.03 Material Modification to Rights of Security Holders

The information set forth in Item 1.01 of this Form 8-K under the heading "Amendment to Rights Agreement" is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits.

**Exhibit
No.**

Exhibit

4.1 Amendment No. 5 to Rights Agreement, dated as of June 18, 2015 between the Company and Computershare Inc., as rights agent.

SIGNATURE

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.

PFSweb, Inc.

Dated: June 19, 2015

By: /s/ Thomas J. Madden

Thomas J. Madden

Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

Exhibit
No.

Exhibit

4.1

Amendment No. 5 to Rights Agreement, dated as of June 18, 2015 between the Company and Computershare Inc.

AMENDMENT NO. 5 TO RIGHTS AGREEMENT

Amendment No. 5 to Rights Agreement, dated as of June 18, 2015 (this "Amendment No. 5"), between PFSweb, Inc., a Delaware corporation (the "Company"), and Computershare Inc., successor in interest to Computershare Shareowner Services LLC (formerly known as Mellon Investor Services LLC), a Delaware corporation, as successor to ChaseMellon Shareholder Services, L.L.C., a New Jersey limited liability company (the "Rights Agent").

WHEREAS, the Company and the Rights Agent are parties to that certain Rights Agreement dated as of June 8, 2000, as amended by Amendment No. 1 thereto dated as of May 30, 2008, Amendment No. 2 thereto dated as of May 24, 2010, Amendment No. 3 thereto dated July 2, 2010 and Amendment No. 4 thereto dated as of May 15, 2013 (as amended, the "Rights Agreement");

WHEREAS, the Company desires to amend the Rights Agreement on the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of the Company has duly authorized this Amendment No. 5.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in the Rights Agreement and this Amendment No. 5, the parties hereby agree as follows:

1. Amendment to Section 7(a). Section 7(a) of the Rights Agreement is amended by deleting the date "July 6, 2010" which appears in clause (i) therein and inserting "the close of business on the 30th day after the Company's 2015 annual meeting of stockholders, unless continuation of this Agreement is approved by the stockholders of the Company at that meeting (with such amendments thereto, including any amendment to this Section 7(a), as may be approved at such meeting)" in its place.
2. Notice to Rights Agent. The Company will provide the Rights Agent with notice of the annual meeting and relevant dates referenced in Section 7(a)(i) of the Rights Agreement promptly after the occurrence of such annual meeting, in the event the continuation of the Rights Agreement is not approved.
3. Other Terms Unchanged. This Amendment No. 5 shall be effective as of the date hereof and, except as set forth herein, the Rights Agreement shall remain in full force and effect and shall be otherwise unaffected hereby. The term "Agreement" as used in the Rights Agreement shall be deemed to refer to the Rights Agreement as amended hereby.
4. Severability. If any term, provision, covenant or restriction of this Amendment No. 5 is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment No. 5 shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Governing Law. This Amendment No. 5 shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State; provided, however, that all provisions regarding the rights, duties and obligations of the Rights Agent shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

6. Counterparts. This Amendment No. 5 may be executed in any number of counterparts (including by PDF, facsimile or other electronic means) and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

7. Descriptive Headings. Descriptive headings of the several Sections of this Amendment No. 5 are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be duly executed as of the day and year first above written.

PFSWEB, INC.

By: /s/ Thomas J. Madden

Name: Thomas J. Madden

Title: CFO/Executive Vice President

COMPUTERSHARE INC.,
as Rights Agent

By: /s/ Dennis V. Moccia

Name: Dennis V. Moccia

Title: Manager, Contract Administration