
**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): May 3, 2016

LIFELOGGER TECHNOLOGIES CORP.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-55505
(Commission
File No.)

45-5523835
(IRS Employer
Identification No.)

11380 Prosperity Farms Road, Suite 221E,
Palm Beach Gardens, FL
(Address of principal executive offices)

33410
(Zip Code)

(561) 515-6928
Registrant's telephone number, including area code

Former name or former 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 (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))
-
-
-

Item 1.01. Entry into Material Definitive Agreement.

In order to extend the April 30, 2016 deadline for consummating the purchase of the assets of Pixorial, Inc. (“Pixorial”) pursuant to that certain Asset Purchase Agreement, as amended (the “APA”), entered into on November 10, 2015 with Pixorial, Lifelogger Technologies Corp. (the “Company”) entered into Amendment No. 2 to Asset Purchase Agreement (the “Second Amendment”) dated May 3, 2016. The Second Amendment extends the deadline for consummating the transactions contemplated under the APA to June 15, 2016.

The foregoing description of the terms of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the Second Amendment, a copy of which is filed as Exhibit 10.1 to this current report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description of Exhibit
10.1	Amendment No. 2 to Asset Purchase Agreement entered into as of May 3, 2016 by Lifelogger Technologies Corp. and Pixorial, Inc.

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.

LIFELOGGER TECHNOLOGIES CORP.

Date: May 5, 2016

By: */s/ Stewart Garner*

Stewart Garner
Chief Executive Officer

AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 2 TO ASSET PURCHASE AGREEMENT (the "Second Amendment") entered into as of May 3, 2016 ("Effective Date"), by LIFELOGGER TECHNOLOGIES CORP., a Nevada corporation (the "Company"), on the one hand, and PIXORIAL, INC., a Colorado corporation ("Pixorial"), and ANDRES ESPINERA ("Andres"), on the other. Each of the Company, Pixorial and Andres may also be referred to herein as a "Party, and, collectively, as the "Parties."

WITNESSETH

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated November 10, 2015 (the "Agreement").

WHEREAS, the Parties entered into the First Amendment to Asset Purchase Agreement that certain Asset Purchase Agreement dated March 30, 2016 (the "First Amendment"). The Agreement and the First Amendment are collectively referred to as the "Agreement".

WHEREAS, the Parties wish to amend the Agreement as hereinafter set forth.

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

1. Amendment. Article 3., Closing, Section 3.1, Closing, is hereby amended to read as follows:

3.1 Closing. The closing (the "Closing" or "Closing Date") of the transactions contemplated by this Agreement shall take place no later than June 15, 2016 at such place designated by the Company subject to the satisfaction of all conditions precedent described in Sections 8 and 9 hereof.

2. This Second Amendment shall be deemed part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All initial capitalized terms used in this Second Amendment shall have the same meaning as set forth in the Agreement unless otherwise provided. Except as specifically modified hereby, all of the provisions of the Agreement which are not in conflict with the terms of the Second Amendment shall remain in full force and effect.

3. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Lifelogger Technologies Corp.
a Nevada corporation

By: /s/ Stewart Garner
Stewart Garner
Chief Executive Officer

Pixorial, Inc.
a Colorado corporation

By: /s/ Andres Espineira
Name: Andres Espineira
Title: CEO

/s/ Andres Espineira
Andres Espineira
