

LOGMEIN, INC.

FORM 8-K

(Current report filing)

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**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): June 20, 2013

LogMeIn, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

001-34391
(Commission
File Number)

20-1515952
(IRS Employer
Identification No.)

320 Summer Street, Suite 100
Boston, Massachusetts
(Address of principal executive offices)

02210
(Zip Code)

Registrant's telephone number, including area code: (781)-638-9050

(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))
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Item 8.01. Other Events

On June 20, 2013, LogMeIn, Inc. (the “Company”) issued restricted stock units, or RSUs, to two members of its board of directors (the “Board”), Mr. Gregory Hughes and Ms. Hilary Schneider. These RSUs will vest in full on May 24, 2014. Any future RSU grants made to members of the Company’s Board will generally vest in full twelve (12) months after the date of grant. A copy of the form Restricted Stock Unit Agreement for grants made to Company directors is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits

(d) *Exhibits*

99.1 Form of Restricted Stock Unit Agreement under the Amended and Restated 2009 Stock Incentive Plan.

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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.

Date: June 24, 2013

LOGMEIN, INC

By: /s/ Michael K. Simon
Michael K. Simon
President and Chief Executive Officer

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EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Form of Restricted Stock Unit Agreement under the Amended and Restated 2009 Stock Incentive Plan.

LOGMEIN, INC.

Restricted Stock Unit Agreement1. **Grant of Award.**

This Restricted Stock Unit Agreement (the “Agreement”) evidences the grant by LogMeIn, Inc., a Delaware corporation (the “Company”), on (the “Grant Date”) to , a director of the Company (the “Participant”), of Restricted Stock Units (individually, an “RSU” and collectively, the “RSUs”), subject to the terms and conditions set forth in this Agreement and in the Company’s Amended and Restated 2009 Stock Incentive Plan (the “Plan”). Each RSU represents the right to receive one share of Common Stock as provided in this Agreement. The shares of Common Stock that are issuable upon vesting of the RSUs are referred to in this Agreement as “Shares.” Capitalized terms used but not defined in this Agreement shall have the meanings specified in the Plan. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

2. **Vesting; Forfeiture.**

(a) So long as the Participant remains a director of the Company (an “Eligible Participant”), this Award will fully vest following the Grant Date.

(b) If the Participant ceases to be an Eligible Participant for any reason or no reason, then the Participant will immediately and automatically forfeit all rights to any of the RSUs that are unvested as of the date the Participant’s directorship ends.

(c) Upon the occurrence of a Sale (as defined below) of the Company, this Award shall be accelerated in full so that the Participant receives all Shares. For purposes of this agreement, “Sale” shall mean the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a transaction in which all or substantially all of the individuals and entities who were beneficial owners of the capital stock of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than 50% of the outstanding securities (on an as-converted to Common Stock basis) entitled to vote generally in the election of directors of the (i) resulting, surviving or acquiring corporation in such transaction in the case of a merger, consolidation or sale of outstanding shares, or (ii) acquiring corporation in the case of a sale of assets).

3. **Distribution of Shares.**

Subject to the terms and conditions of this Agreement (including any withholding tax obligations) and compliance with all applicable laws, on or within 60 days after any date on which RSUs vest, the Company will distribute to the Participant or his or her estate, if applicable, the Shares represented by RSUs that vested on such vesting date. Such Shares shall be distributed in the form determined by the Company. Until the RSUs vest, the Participant shall have no rights to any Shares and until the Shares represented by any vested RSUs are distributed to the Participant in accordance with this Agreement, the Participant shall have no rights associated with any Shares, including without limitation dividend or voting rights.

4. **Restrictions on Transfer.**

The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively “transfer”) any RSUs, or any interest therein, except by will or the laws of descent and distribution, and any such purported transfer shall be null and void and of no force or effect, unless otherwise determined by the Company.

5. **Withholding Taxes.**

(a) The Company shall not be obligated to deliver any Shares issuable with respect to the RSUs unless and until the Participant shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of the Participant resulting from the vesting of the RSUs, the distribution of the Shares issuable with respect thereto, or any other taxable event related to the RSUs (the “Tax Withholding Obligation”).

(b) Unless the Company elects to have the Participant satisfy the Tax Withholding Obligation by some other means, the Participant’s acceptance of this Award constitutes the Participant’s instruction and authorization to the Company to withhold a net number of vested Shares otherwise issuable pursuant to the RSUs having a then-current Fair Market Value necessary to satisfy the Tax Withholding Obligation based on the minimum applicable statutory withholding rates, rounded up the nearest whole Share. To the extent rounding causes the Fair Market Value of the Shares withheld by the Company to exceed the Participant’s Tax Withholding Obligation, the Company agrees to include such excess cash together with the amounts necessary to satisfy the Participant’s Tax Withholding Obligation. The Participant acknowledges that the Company or its designee is under no obligation to withhold Shares, and that the withheld Shares may not be sufficient to satisfy the Tax Withholding Obligation.

(c) In the event the Company does not elect to have the Tax Withholding Obligation satisfied under Section 5(b), then the Company may elect to instruct any brokerage firm determined acceptable to the Company to sell on the Participant's behalf a whole number of shares from those Shares issuable to the Participant upon settlement of the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the Tax Withholding Obligation. The Participant's acceptance of this Award constitutes the Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 5(c). Any Shares to be sold through a broker-assisted sale will be sold on the day the Tax Withholding Obligation arises or as soon thereafter as practicable. The Shares may be sold as part of a block trade with other participants of the Plan in which all participants receive an average price. The Participant will be responsible for all broker's fees and other costs of sale, and the Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. To the extent the proceeds of such sale exceed the Tax Withholding Obligation, the Company agrees to pay such excess in cash to the Participant as soon as practicable. The Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the Tax Withholding Obligation.

(d) To the maximum extent permitted by applicable law, with respect to any taxable event arising from the RSUs, the Company further has the authority to deduct or withhold by the deduction of such amount as is necessary to satisfy any Tax Withholding Obligation from other compensation payable to the Participant, or to require the Participant to satisfy any Tax Withholding Obligation through a cash payment to the Company with respect to which the Tax Withholding Obligation arises or through any other means permitted by the Plan.

6. Consequences of Reorganization Events. In connection with a Reorganization Event (as defined in Section 10(b)(1) of the Plan), Section 10(b)(3) of the Plan shall apply.

7. Miscellaneous.

(a) No Rights to Continued Service Relationship. The Participant acknowledges and agrees that the vesting of the RSUs pursuant to Section 2 hereof is earned only by continuing service at the will of the Company (not through the act of being hired or acquiring Shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement with the Company for the vesting period, for any period, or at all. The Participant acknowledges that for all purposes of the Plan his or her service to the Company will cease on his or her last day of active relationship with the Company, as determined by the Company.

(b) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(c) Participant's Acknowledgments. The Participant acknowledges that he or she has read this Agreement, has received and read the Plan, and understands the terms and conditions of this Agreement and Plan. ***Notwithstanding anything in this Agreement to the contrary, the Participant must accept the grant of RSUs and the terms of this Agreement in the manner determined by the Company no later than thirty (30) days prior to the first vesting date set forth in Section 2(a) above or the Participant will immediately and automatically forfeit all rights to any of the RSUs on the date twenty-nine (29) days prior to such first vesting date.***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LogMeIn, Inc.

By: _____

Name: _____

Title: _____

PARTICIPANT'S ACCEPTANCE OF AGREEMENT

The Participant hereby accepts the foregoing grant as evidenced by this Agreement and agrees to the terms and conditions thereof and acknowledges receipt of a copy of the Company's Amended and Restated 2009 Stock Incentive Plan.

PARTICIPANT:

Address: _____
