

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. __)

PYXIS TANKERS INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE
(Title of Class of Securities)

Y71726 106
(CUSIP Number)

c/o Pyxis Maritime Corp.
K. Karamanli 59
Maroussi 151 25, Greece
+30-210-638-0200
Attn: President

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

October 28, 2015

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Person; S.S. or I.R.S. Identification No. of Above Person (entities only) Maritime Investors Corp.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds: OO	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization: Republic of the Marshall Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 0
	8	Shared Voting Power: 17,002,445*
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 17,002,445*
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 17,002,445*	
12	Check if the Aggregate Amount in Row 11 Excludes Certain Shares (See Instructions) <input type="checkbox"/>	
13	Percent of Class Represented by Amount In Row 11 93.19%	
14	Type of Reporting Person: CO	

* Shares held by Maritime Investors Corp., a Marshall Islands company controlled by Mr. Valentis.

1	Name of Reporting Person; S.S. or I.R.S. Identification No. of Above Person (entities only) Valentios Valentis	
2	Check the Appropriate Box if a Member of a Group	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC Use Only	
4	Source of Funds: Not applicable	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e)	<input type="checkbox"/>
6	Citizenship or Place of Organization: Greece	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 0
	8	Shared Voting Power: 17,002,445*
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 17,002,445*
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 17,002,445*	
12	Check if the Aggregate Amount in Row 11 Excludes Certain Shares (See Instructions)	<input type="checkbox"/>
13	Percent of Class Represented by Amount In Row 11 93.19%	
14	Type of Reporting Person: IN	

* Shares held by Maritime Investors Corp., a Marshall Islands company controlled by Mr. Valentis.

This Schedule 13D is being filed by Maritime Investors Corp. (“MIC”) and Mr. Valentios Valentis (collectively with MIC, the “Reporting Persons”). The Reporting Persons may constitute a “group” for reporting purposes of Rule 13d-5 under the Securities Exchange Act of 1934, as amended (the “Act”), with respect to their respective beneficial ownership of the Shares (as defined below). This Schedule 13D constitutes the original report of the Reporting Persons. A copy of their agreement in writing to file this Schedule 13D on behalf of each of them is attached hereto as Exhibit A.

Item 1. Security and Issuer

This Schedule 13D relates to shares of common stock, \$0.001 par value per share (the “Shares”), of Pyxis Tankers Inc., a Marshall Islands corporation (the “Issuer”). The Issuer’s principal executive offices are located at c/o Pyxis Maritime Corp., K. Karamanli 59, 151 25 Maroussi, Greece.

Item 2. Identity and Background

- (a) MIC is incorporated under the laws of the Republic of the Marshall Islands. Mr. Valentis is a director of the Board and controlling shareholder of MIC.
- (b) The business address for the Reporting Persons is c/o Pyxis Maritime Corp., K. Karamanli 59, Maroussi 151 25, Greece.
- (c) Mr. Valentios Valentis and Ms. Theodora Pikrou are the sole directors and officers of MIC. The address for Ms. Pikrou is c/o Pyxis Maritime Corp., K. Karamanli 59, Maroussi 151 25, Greece. The principal business of MIC is investments.
- (d) During the last five years, none of the individuals referenced in (c) nor MIC have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the individuals referenced in (c) nor MIC were a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Mr. Valentis has Greek citizenship and Ms. Pikrou has British citizenship.

Item 3. Source and Amount of Funds or Other Consideration

In connection with the formation of the Issuer on March 23, 2015, MIC subscribed for and purchased on such date 10,000,000 Shares for a consideration of \$10,000 in cash.

Pursuant to the terms of the Agreement and Plan of Merger by and among Issuer, Maritime Technologies Corp., LookSmart Ltd. and LookSmart Group, Inc., dated April 23, 2015, as amended on September 22, 2015 (the “Merger Agreement”), at the closing of the Merger (as defined below) and for the consideration set forth therein, MIC received 7,002,445 newly-issued Shares as Pyxis True-Up Shares (as such term is defined in the Merger Agreement). The merger (the “Merger”) of LookSmart Ltd. with and into Maritime Technologies Corp., a wholly owned subsidiary of the Issuer, as contemplated by the Merger Agreement was completed on October 28, 2015.

Item 4. Purpose of Transaction

All of the Shares reported herein were acquired for investment purposes, and were acquired without the purpose or effect of changing or influencing control of the Issuer. The Reporting Persons review on a continuing basis their investment in the Issuer and reserve the right to change their plans or intentions and to take any and all actions that they deem appropriate to maximize the value of their investment in the Issuer. Based on such review and depending on the price and availability of the Issuer’s securities, the Reporting Persons may from time to time, acquire or dispose, or cause to be acquired or disposed, additional securities of the Issuer, in the open market, in privately negotiated transactions or otherwise or formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment policies of the Reporting Persons, the Issuer’s business, financial condition and operating results, general market and industry conditions or other factors.

As part of the ongoing evaluation of their investment in the Issuer and their investment alternatives, the Reporting Persons and their respective affiliates may also from time to time, consider, evaluate or propose various possible transactions involving the Issuer or its subsidiaries or affiliates, which could include, among other things: (a) the possible acquisition by any person of additional securities of the Issuer, or the possible disposition of securities of the Issuer; (b) possible extraordinary corporate transactions (such as a merger, reorganization or liquidation) involving the Issuer or any of its subsidiaries; (c) the possible sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) making or seeking to make changes in or affecting the board of directors or management of the Issuer, including plans or proposals to change the number or term of directors or to fill any existing vacancies on the board of directors; (e) making or seeking to make changes in the capitalization or dividend policy of the Issuer; (f) making or seeking to make any other material change in the Issuer's business or corporate structure; (g) making or seeking to make changes in the Issuer's articles of incorporation or bylaws or other actions which may impede the acquisition of control of the Issuer by any person, including the soliciting of votes of the Issuer's shareholders in any annual or special meeting of shareholders of the Issuer; (h) causing or seeking to cause a class of securities of the Issuer to be delisted from a national securities exchange; (i) causing or seeking to cause a class of equity securities of the Issuer to become eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to any of those enumerated above.

In addition, from time to time, the Reporting Persons and their affiliates may hold discussions with the Issuer regarding the matters described in subparagraphs (a) through (j) above.

Item 5. Interest in Securities of the Issuer

(a) As of the date hereof, MIC owns 17,002,445 Shares, which represents an aggregate of approximately 93.19 % of the issued and outstanding Shares. Mr. Valentis Valentis may be deemed the beneficial owner of the Shares owned by MIC.

(b) MIC has the sole power to vote or direct the vote of 0 Shares; has the shared power to vote or direct the vote of all of the Shares it owns; has the sole power to dispose or direct the disposition of 0 Shares; and has the shared power to dispose or direct the disposition of all of the Shares it owns. Mr. Valentis has the sole power to vote or direct the vote of 0 Shares; has the shared power to vote or direct the vote of all of the Shares owned by MIC; has the sole power to dispose or direct the disposition of 0 Shares; and has the shared power to dispose or direct the disposition of all Shares owned by MIC.

(c) As described in Item 3 of the Schedule 13D above, on October 28, 2015, MIC acquired 7,002,445 Shares in connection with the closing of the Merger under the Merger Agreement.

(d) Not applicable.

(e) Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The following description is qualified in their entirety by the instrument included as an exhibit to this Schedule 13D.

Pursuant to the terms of the Merger Agreement, MIC elected to receive from the Issuer a Promissory Note, dated as of October 28, 2015 (the "Note"), in the principal amount of \$2,500,000. MIC received the Note in lieu of receiving \$1,875,000 in the form of Pyxis True-Up Shares. The Note also combined with and replaced an earlier promissory note, dated as of April 23, 2015, made to the order of MIC in the principal sum of \$625,000. From time to time and subject to the provisions of the Note, Issuer will have the right, at its option, at any time to convert all, or a portion, in multiples of \$1,000, of the then accrued interest on the Note into that number of fully paid and non-assessable Shares obtained by dividing the portion of the then outstanding interest due to be converted under the Note by the five-day volume weighted average closing price per share of the Shares over the five (5)-day period ending on the day prior to the date of issuance of the Shares.

Except as disclosed in this Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer (i) among the Reporting Persons and, to the best of their knowledge, any of the other persons identified pursuant to Item 2 above and (ii) between (a) the Reporting Persons and, to the best of their knowledge, any of the other persons identified pursuant to item 2 above and (b) any other person.

Item 7. Material to Be Filed as Exhibits

Exhibit 1 Joint Filing Agreement between the Reporting Persons

Exhibit 2 Pyxis Tankers Inc. Promissory Note made to the order of Maritime Investors Corp., dated as of October 28, 2015.

[SCHEDULE 13D SIGNATURE PAGE]

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

MARITIME INVESTORS CORP.

By: /s/ Valentios Valentis
Name: Valentios Valentis
Title: Director

/s/ Valentios Valentis
Valentios Valentis

Dated: November 10, 2015

Exhibit 1

JOINT FILING AGREEMENT

The undersigned agree that this Schedule 13D dated November 10, 2015 relating to the common stock of Pyxis Tankers Inc. shall be filed on behalf of the undersigned.

MARITIME INVESTORS CORP.

By: /s/ Valentios Valentis
Name: Valentios Valentis
Title: Director

/s/ Valentios Valentis
Valentios Valentis

Dated: November 10, 2015

THIS NOTE AND THE SHARES OF COMMON STOCK ISSUED UPON ANY CONVERSION OF INTEREST COST HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT"), AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY REGULATION S PROMULGATED UNDER THE SECURITIES ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

PROMISSORY NOTE

\$2,500,000.00

As of October 28, 2015
Maroussi, Greece

Whereas PYXIS TANKERS INC., a Marshall Islands corporation ("Maker"), issued a promissory note as of April 23, 2015 (the "Original Note") in the principal sum of \$625,000.00 to the order of MARITIME INVESTORS CORP., a Marshall Islands corporation ("Payee"), and Maker and Payee desire to replace the Original Note with this Promissory Note made as of October 28, 2015 (this "Note"); and

Whereas pursuant to the Agreement and Plan of Merger by and among Maker, Maritime Technologies Corp., LookSmart Ltd. and LookSmart Group, Inc., dated April 23, 2015, as amended on September 22, 2015, Payee has elected to receive this Note in lieu of \$1,875,000 in the form of Maker's shares and this Note shall combine with and replace the Original Note.

FOR VALUE RECEIVED, Maker hereby promises to pay to the order of Payee the principal sum of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) in lawful money of the United States of America, together with interest on the unpaid principal balance of this Note, on the terms and conditions described below.

1. Principal. The principal balance of this Note shall be repayable on January 15, 2017.
2. Interest: Conversion.

(a) Interest shall accrue on any unpaid principal at a rate of 2.75% per annum on a daily basis from the date hereof until paid in full or converted as provided in this Note. Interest shall be calculated on the basis of a 365-day year and payable quarterly in arrears in cash or additional shares of Maker as provided in this Note.

(b) From time to time, subject to the provisions hereof, Maker shall have the right, at its option, at any time to convert all, or a portion, in multiples of \$1,000, of the then accrued interest on this Note into that number of fully paid and non-assessable shares of the Maker's common stock, par value \$0.001 per share (the "Common Stock"), as said shares shall be constituted on the date of conversion, obtained by dividing the portion of the then outstanding interest due to be converted under this Note by the five-day volume weighted average closing price per share of the Common Stock over the five (5)-day period ending on the day prior to the date of issuance of the Common Stock. The conversion rights pursuant to this Section shall be exercisable only as to whole shares, and in no event shall Maker be required to issue fractional shares. If the calculation of the number of shares of the Common Stock to be received by way of conversion would result in the issuance of fractional shares, then the number of shares of the Common Stock that would otherwise be issuable upon conversion shall be rounded up to the nearest whole number of shares.

(c) In case of any reclassification or reorganization of the outstanding Common Stock, or in the case of any merger or consolidation of Maker with or into another corporation (other than a consolidation or merger in which Maker is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding shares of Common Stock), or in the case of any sale or conveyance to another corporation or entity in connection with which Maker is dissolved, Maker or its successor shall thereafter have the right to issue in lieu of the shares of Common Stock immediately theretofore issuable upon the conversion of interest on this Note, the kind and amount of shares of stock and other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation following any such sale or transfer, that Payee would have received if Maker had converted any accrued interest under this Note immediately prior to such event. The provisions of this Section shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or transfers.

3. Prepayment: Application of Payments. Maker may prepay all or apportion of the outstanding amounts due under this Note at any time. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorneys' fees, then to the payment in full of any late charges and accrued and unpaid interest and finally to the reduction of the unpaid principal balance of this Note.

4. Events of Default. The following shall constitute Events of Default:

(a) Failure to Make Required Payments. Failure by Maker to to make, on or before the due date (at maturity, by acceleration or otherwise), in the manner required, any payment of principal, interest or any other sums due under this Note within five (5) business days following the date when due.

(b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 4(a), Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the principal amount of this Note, together with all interest accrued thereon pursuant to the terms of this Note and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of, together with all interest accrued thereon pursuant to the terms of this Note and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

6. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

7. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

8. Notices. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by telefacsimile or (v) sent by e-mail, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Pyxis Tankers Inc.
c/o PYXIS MARITIME CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: Chief Financial Officer

If to Payee:

MARITIME INVESTORS CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: President

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile transmission confirmation, (iii) the date on which an e-mail transmission was received by the receiving party's on-line access provider (iv) the date reflected on a signed delivery receipt, or (vi) two (2) business days following tender of delivery or dispatch by express mail or delivery service.

9. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors of the parties hereto. This Note may be assigned or otherwise transferred by Payee from time to time in compliance with applicable securities laws without the consent of Maker and in the event of any such assignment or transfer, the obligations of Maker hereunder shall inure to the benefit of all such assigns and successors. In the event Payee assigns or otherwise transfers all or any part of this Note, Maker shall, upon the request of Payee issue new Notes to effectuate such assignment or transfer. Except as provided herein, neither Payee nor Maker may assign or delegate its obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

10. Construction; Consent to Jurisdiction. This Note shall be construed and enforced in accordance with the domestic, internal law, but not the law of conflict of laws, of the State of New York. MAKER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION, VENUE AND FORUM OF ANY STATE OR FEDERAL COURT IN THE CITY OF NEW YORK, STATE OF NEW YORK WITH RESPECT TO ANY ACTION, WHETHER COMMENCED BY PAYEE OF THIS NOTE OR ANY OTHER PERSON, TO THE EXTENT THE SAME ARISES UNDER OR RELATES TO THIS NOTE.

11. Interpretation: Time. Maker and Payee agree that, in interpreting this Note, there shall be no inferences drawn against the drafting party. Time is of the essence with respect to each and every provision of this Note.

12. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(*Signature begins on next page*)

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by its Secretary the day and year first above written.

MAKER:

PYXIS TANKERS INC.

By: /s/ Henry Williams
Name: Henry Williams
Title: Chief Financial Officer
