

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: May 21, 2015

VISUALANT, INCORPORATED  
(Exact name of Registrant as specified in its charter)

Nevada  
(State or jurisdiction of incorporation)

0-25541  
(Commission File No.)

90-0273142  
(IRS Employer Identification No.)

500 Union Street, Suite 420  
Seattle, Washington 98101  
(206) 903-1351  
(Address of Registrant's principal executive office and telephone number)

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**Item 1.01 Entry into a Material Definitive Agreement.**

***Entry into Amended License Agreement with Sumitomo Precision Products Co., Ltd.***

On May 21, 2015, but effective June 18, 2014, Visualant, Inc. (“Visualant” or the “Company”) entered into an Amendment to License Agreement with Sumitomo Precision Products Co., Ltd. The Company had entered into a License Agreement with Sumitomo in May 2012. The Amendment to this License Agreement eliminated the Sumitomo exclusivity and provides that if Visualant sells products in certain territories - Japan, China, Taiwan, Korea and the entirety of Southeast Asia (Burma, Indonesia, Thailand, Cambodia, Laos, Vietnam, Singapore and the Philippines) - the Company will pay Sumitomo a royalty rate of 2% of net sales (excluding non-recurring engineering revenues) over the remaining term of the five-year License Agreement (through May 2017).

The foregoing description of the Amended License Agreement is qualified in its entirety by reference to the Company’s Amended License Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1, incorporated by reference into this Item 1.01.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits –

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
<u>10.1</u>	Amendment to License Agreement received May 21, 2015 but effective June 18, 2014 by and between Visualant, Inc. and Sumitomo Precision Products Co., Ltd.

**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.

Registrant: VISUALANT, INCORPORATED

May 27, 2015

By: /s/ Mark Scott  
Mark Scott, CFO

AMENDMENT TO LICENSE AGREEMENT

This Amendment to the License Agreement ("Amended Agreement") dated May 31, 2012 is entered into effective June 18, 2014, (the "Effective Date"), between Sumitomo Precision Products Co., Ltd., a Japanese corporation having a place of business at 1-10 Fuso-cho, Amagasaki, Hyogo 660-0891 Japan, (hereinafter "SPP"), and Visualant, Incorporated a corporation under the laws of the State of Nevada having a business address of 500 Union Street, Suite 420, Seattle, Washington, 98101, and subsidiaries and affiliates (hereinafter "VISUALANT").

This Amended Agreement reflects the following changes to the License Agreement dated May 31, 2012:

**B. GRANT OF LICENSE(S) TO SPP BY VISUALANT**

1. **VISUALANT License Grant.** In exchange for an initial payment of US\$1,000,000 to VISUALANT by SPP, SPP shall obtain a non-exclusive license to all related IPs of the SPM technology. The territory shall include Japan, China, Taiwan, Korea and the entirety of Southeast Asia (Burma, Indonesia, Thailand, Cambodia, Laos, Vietnam, Singapore and the Philippines). The parties shall decide upon the running royalty to be paid by SPP to VISUALANT. In addition the payment contemplated by B.1 is consideration for the following license grants by VISUALANT to SPP.

In case VISUALANT sells products to the territory set above, VISUALANT agrees to pay SPP a royalty rate of 2% of net sales (excluding Non-Recurring Engineering revenues) over the remaining term of the five year agreement. Visualant shall provides SPP with a written report with detailed information (Name of customers, Date of sales, Name of Products, unit price, quantity sold, total sales amount and the royalty due to be paid to SPP) during each quarter within thirty (30) days of the end of each calendar quarter. The payment shall be made in U.S. dollars via wire transfer of immediately available funds to an account designated by SPP within sixty (60) days of the end of each calendar quarter. Upon the request of SPP, but not exceeding once in any year, VISUALANT shall permit during normal business hours an independent public accountant, selected by SPP and reasonably acceptable to VISUALANT, to have access to all such records of Licensee as may be necessary to verify the accuracy of the royalty reports and payments submitted to SPP.

Unless detailed in this Amended Agreement, the License Agreement dated May 31, 2012 remains unchanged.

In Witness Whereof, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative.

**Sumitomo Precision Products Co., Ltd.**

By: /s/ Ryoze Yagi  
Name: Ryoze Yagi  
Title: Director

**Visualant Incorporated**

By: /s/ Ronald P. Erickson  
Name: Ronald P. Erickson  
Title: President and CEO

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