

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): September 23, 2026

ATERIAN, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-38937 (Commission File Number)	86-1739858 (IRS Employer Identification No.)
350 Springfield Avenue, Suite #200 Summit, New Jersey (Address of principal executive offices)		07901 (Zip Code)
(347) 676-1681 (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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.0001 par value	ATER	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.01. Changes in Control of Registrant.

As previously disclosed, Aterian, Inc. (the “Company”) and David E. Lazar entered into a Securities Purchase Agreement on April 27, 2026 (the “Purchase Agreement”), pursuant to which Mr. Lazar purchased from the Company 1,750,000 shares of Series AA Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share, of the Company (the “Series AA Preferred Stock” and such purchased shares, the “Series AA Preferred Shares”) and 1,750,000 shares of Series AAA Convertible Non-Redeemable Preferred Stock, par value \$0.0001 per share, of the Company (the “Series AAA Preferred Stock” and such purchased shares, the “Series AAA Preferred Shares”). Each Series AA Preferred Share was convertible into 7.7 shares of common stock, par value \$0.0001 per share, of the Company (“Common Stock”), and each Series AAA Preferred Share was convertible into 135.1 shares of Common Stock.

The Company has been advised that, pursuant to a securities purchase agreement (the “September 2026 SPA”), on September 25, 2026, Mr. Lazar sold, in accordance with the rights afforded to Mr. Lazar in the Purchase Agreement, all of his interest and rights in 706,100 Series AA Preferred Shares and all of his interest and rights in 1,750,000 Series AAA Preferred Shares to the several purchasers party to such September 2026 SPA (each a “Purchaser” and, together, the “Purchasers”), in certain percentages set forth in the September 2026 SPA for an aggregate purchase price of \$12,000,000 (the “Purchase Price”). Immediately prior to such sale, the Series AA Preferred Stock and the Series AAA Preferred Stock were converted into an aggregate of 241,861,970 shares of Common Stock.

Before the sale, Mr. Lazar may have been deemed to control the Company because of his holdings of Series AA Preferred Shares and Series AAA Preferred Shares. After the sale, Mr. Lazar holds approximately 3.1% of the outstanding Common Stock and, as a result, may no longer be deemed to control the Company.

Following the transaction, no Purchaser holds more than 9.99% of the fully diluted Common Stock outstanding. The Company has been advised that each Purchaser acquired its shares independently, and that the Purchasers have no agreement to act together to acquire, hold, vote or dispose of the Company’s securities. Accordingly, the Company does not believe that any single person or group has acquired control of the Company.

There were no arrangements or understandings between Mr. Lazar and the Purchasers with respect to the election of directors or other matters, other than with respect to the resignation of Avraham Ben-Tzvi as a member of the Board of Directors of the Company (the “Board”) and from all committees of the Board, and the appointment of William H. Crampton as a member of the Board and of the Audit and Compensation Committees of the Board.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Director

On September 23, 2026, the Company received the resignation of Avraham Ben-Tzvi as a member of the Board and from all committees of the Board, effective September 25, 2026. The resignation of Mr. Ben-Tzvi is not based on any disagreement with the Company on any matter relating to the Company's operations, policies, or practices.

Appointment of Director

On September 25, 2026, the Board appointed William H. Crampton to serve as a member of the Board.

The Board determined that Mr. Crampton satisfies all applicable independence and eligibility requirements for service on the Audit Committee and Compensation Committee of the Board. Effective September 25, 2026, Mr. Crampton was appointed to serve as a member of the Audit Committee and Compensation Committee of the Board.

William H. Crampton, age 63, has served as a CXO of Stealth Company, a company focused on low-carbon energy systems since February 2026, where he is responsible for business development. Since July 2024, he has also served as Vice President of Business Development of TO Viridi, a company focused on carbon sequestration and green hydrogen technologies. From July 2003 to June 2024, Mr. Crampton served as Co-Founder and Chief Executive Officer of TreasureBeam, where he led business development and consulting activities in the renewable energy sector. Prior to that, Mr. Crampton served as the Asia Pacific Regional Manager and Vice President, Eastern United States, of New Horizons Computer Learning Centers, a publicly traded company before going private, from 1996 to 2001, where he oversaw business operations and development activities across the United States and Asia-Pacific region. Mr. Crampton received a Certificate in Artificial Intelligence from the Massachusetts Institute of Technology in 2018, a Master of Arts degree in Anthropology from the University of Hawaii Manoa in 1992, a Master of Arts degree in East Asian Studies from the University of Illinois Urbana—Konan University Japan in 1990, and a Bachelor of Science degree in Business and Psychology from Bridgewater State University in 1986.

There are no arrangements or understandings between Mr. Crampton and any other person pursuant to which he was selected as a director, except for the arrangements described above.

There are no transactions involving Mr. Crampton requiring disclosure under Item 404(a) of Regulation S-K.

Effective as of September 25, 2026, the Compensation Committee granted William H. Crampton an initial restricted stock award of 301,205 shares of Common Stock under the Company's 2018 Equity Incentive Plan (the "Plan"). The award will vest over three years from September 25, 2026, with one-third of the shares vesting on the first anniversary of that date and the remaining two-thirds vesting in eight equal quarterly installments thereafter, subject to Mr. Crampton's continued service as a director and the terms of the Plan and the Company's standard form of restricted stock award agreement for non-employee directors. The Company also authorized the execution of its standard form of indemnification agreement with Mr. Crampton.

Retention Bonus

On September 25, 2026, the Compensation Committee of the Board approved a cash bonus in an aggregate amount of \$150,000 (the "Retention Bonus") to David E. Lazar in connection with Mr. Lazar's continued leadership as the Company's Chief Executive Officer and Interim Chief Financial Officer through the date on which the Company files its Quarterly Report on Form 10-Q for the quarter ended September 30, 2026 with the Securities and Exchange Commission (the "SEC") (the "Retention Date"). The Retention Bonus is payable pursuant to a retention letter, dated September 29, 2026, between the Company and Mr. Lazar (the "Retention Letter") as follows: (i) a \$75,000 lump sum payment on September 30, 2026, and (ii) a \$75,000 lump sum payment within five (5) business days following the Retention Date. If Mr. Lazar is terminated prior to the Retention Date, by the Company without cause or due to death or disability, then the Company will pay any portion of the Retention Bonus not previously paid to him (or to his estate) within three (3) business days. If Mr. Lazar terminates his services with the Company prior to the Retention Date, the Company has no obligation to pay him the remainder of the Retention Bonus.

The foregoing description of the Retention Bonus does not purport to be complete and is qualified in its entirety by reference to the full text of the Retention Letter, a copy of which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Item 8.01 Other Events.

As previously disclosed on the Company's Current Report on Form 8-K filed with the SEC on July 20, 2026, the Company entered into a contingent value rights agreement (the "CVR Agreement"), and, pursuant to and in accordance with the CVR Agreement, on September 28, 2026, the Company issued a formal notice to holders (the "Cash Payment Notice") of contingent value rights ("CVRs") regarding a cash payment of approximately \$0.9936 per CVR to be distributed on or about October 2, 2026 (the "CVR Payment").

The foregoing description of the CVR Payment does not purport to be complete and is qualified in its entirety by reference to the full text of the Cash Payment Notice, a copy of which is filed as Exhibit 99.1 to this Current Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	<u>Retention Letter, dated September 29, 2026, by and between Aterian, Inc. and David E. Lazar</u>
99.1	<u>CVR Cash Payment Notice for Distribution to Holders of Contingent Value Rights, dated September 28, 2026</u>
104	Cover Page Interactive Data File

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.

Date: September 29, 2026

ATERIAN, INC.

By: /s/ David E. Lazar

Name: David E. Lazar

Title: Chief Executive Officer

To: David Lazar

From: Aterian, Inc.

Date: September 29, 2026

Subject: Retention Bonus Opportunity

Aterian, Inc. (the “Company”) views you as a valued member of our team, and we need you to help the Company during its continued transition and search of expanded business models. To recognize your service to the Company, and to retain your ongoing and future services relationship with the Company, we are pleased to present you with a retention bonus opportunity, subject to the terms and conditions set forth below. We appreciate your commitment to the Company. To accept this retention bonus opportunity, please sign, date and return this letter.

TERMS AND CONDITIONS

1. Retention Bonus.

a. You agree to continue to lead the Company as its Chief Executive Officer and Interim Chief Financial Officer through the date on which the Company files its Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 2026 with the U.S. Securities and Exchange Commission (the “Retention Date”). As consideration for your agreement, the Company agrees to pay you two retention bonuses (each, a “Retention Bonus” and collectively, the “Retention Bonuses”), in an aggregate amount of \$150,000, as follows (i) \$75,000 payable in a lump sum on September 30, 2026 (the “First Payment Date”); and (ii) \$75,000 payable in a lump sum within five (5) business days following the Retention Date. Except as otherwise provided by Section 1.b. below, you must be providing services to the Company on the First Payment Date to receive the first Retention Bonus and on the Retention Date to receive the second Retention Bonus. You agree that any tax consequences or liability arising from the Company’s payments to you shall be your sole responsibility.

b. Notwithstanding the foregoing, if your services relationship with the Company is terminated prior to the Retention Date by the Company without Cause (as defined below) or due to your death or Disability (as defined below), then the Company shall pay any Retention Bonus not previously paid to you (or to your estate) within three (3) business days following the date of such termination.

c. The Company shall have no obligation to pay you a Retention Bonus not previously paid to you if (i) you terminate your services relationship with the Company prior to the Retention Date or (ii) the Company terminates your services relationship with Cause prior to the Retention Date.

d. For purposes of this letter:

i. “Cause” means (1) willful misconduct with respect to your duties as a service provider of the Company; (2) indictment for a felony; (3) commission of fraud, embezzlement, theft or other act involving dishonesty, or a crime constituting moral turpitude, in any case whether or not involving the Company, that, in the opinion of the Company, renders your continued services relationship harmful to the Company; (4) your breach of any of the Company’s policies; (5) your violation of the terms of any confidentiality, non-competition, non-disclosure or similar agreement with respect to the Company to which you are a party; and/or (6) your failure and/or refusal to perform or your intentional disregard of your duties and responsibilities.

ii. “Disability” means permanent and total disability as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended.

2. Right to Continued Services. Please note that your eligibility for the Retention Bonuses does not in any way alter, modify, or amend your relationship with the Company, nor does it guarantee you the right to continue in the service of the Company.

3. Other Benefits. The Retention Bonuses are special incentive payments to you and will not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, severance, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance, or other benefit plans of the Company, unless such plan or agreement expressly provides otherwise.

4. Governing Law. All questions concerning the construction, validity, and interpretation of this letter will be governed by the laws of the State of Delaware, without giving effect to conflict of laws principles thereof.

5. Entire Agreement. This letter constitutes the entire agreement between you and the Company with respect to the Retention Bonuses and supersedes any and all prior agreements or understandings between you and the Company with respect to the Retention Bonuses, whether written or oral. This letter may be amended or modified only by a written instrument executed by you and the Company. We ask that you acknowledge your receipt of this letter and your acceptance of its terms and conditions by signing and dating the Acknowledgement and Acceptance section below and returning it to me promptly for the Company’s records.

Very truly yours,

Aterian, Inc.

/s/ David Natan

David Natan, Chairman of the Compensation Committee

ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge receipt of this letter setting forth the terms and conditions governing the opportunity to receive the Retention Bonuses. I have carefully read the letter and hereby agree to and accept all those terms and conditions, and agree that my entitlement to any Retention Bonus described in the letter shall be determined solely by the terms and conditions described herein.

/s/ David Nazar

Signature

Printed Name: David Lazar

Dated: September 29, 2026



September 28, 2026

Subject: CVR Cash Payment Notice for Distribution to Holders of Contingent Value Rights (CUSIP: 021CVR014)

Delivered to: Broadridge Corporate Issuer Solutions, LLC, solely in its capacity as Rights Agent, for distribution to the Holders

Dear CVR Holder,

This letter serves as formal notice pursuant to Section 2.4(a) of the Contingent Value Rights Agreement, dated as of July 17, 2026 (the "CVR Agreement"), by and between Aterian, Inc. ("Aterian" or the "Company") and Broadridge Corporate Issuer Solutions, LLC, as Rights Agent (the "Rights Agent"), regarding the occurrence of Proceeds Events and the resulting cash distribution to Holders of Contingent Value Rights (CVRs). Capitalized terms used but not defined herein have the meanings ascribed to them in the CVR Agreement.

CVR Distribution & Occurrence of Proceeds Events: Following the declaration of the CVR dividend to holders of record as of July 8, 2026, the CVRs were distributed to eligible holders on August 17, 2026. On July 17, 2026, the Company completed its asset sale to Trademark Global, LLC pursuant to the Asset Purchase Agreement, as well as the Second SPA Closing pursuant to the Securities Purchase Agreement. These transactions constitute Proceeds Events under Schedule A of the CVR Agreement.

CVR Payment Details:

- Record Date: Close of business on July 8, 2026
- CVR Distribution Date: August 17, 2026
- CUSIP: 021CVR014
- Cash Payment Date: On or about October 2, 2026
- CVR Cash Payment Amount: Approximately \$0.9936 per CVR, without interest

The cash payment of approximately \$0.9936 per CVR will be distributed on or about October 2, 2026, in accordance with the payment procedures set forth in Section 2.4 of the CVR Agreement, subject to any required withholding of Taxes under applicable law. For holders holding CVRs in street name through Depository Trust Company (DTC) participants, payment will be delivered in a lump sum to DTC for subsequent distribution to beneficial owners.

This notice is for informational purposes only and does not require any action on your part, provided your tax documentation (IRS Form W-9 or Form W-8, as applicable) on file with your broker or the Rights Agent is current.

Sincerely,

ATERIAN, INC.

Arturo Rodriguez
Member of the Special Committee