GLU MOBILE INC Form 8-K June 15, 2009

## 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):

# Glu Mobile Inc.

(Exact name of registrant as specified in its charter)

001-33368

(Commission

File Number)

Delaware

(State or other jurisdiction of incorporation)

2207 Bridgepointe Parkway, Suite 250, San Mateo, California

(Address of principal executive offices)

Registrant s telephone number, including area code:

Not Applicable

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:

[] 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))

91-2143667

(I.R.S. Employer Identification No.)

94404

(Zip Code)

(650) 532-2400

June 15, 2009

## Edgar Filing: GLU MOBILE INC - Form 8-K

#### <u>Top of the Form</u> Item 1.01 Entry into a Material Definitive Agreement.

On June 15, 2009, Glu Mobile Inc. ("Glu") entered into a revised form of Indemnity Agreement (the "Agreement") with each of its directors and executive officers, which Agreement amends and supersedes the current Indemnity Agreement entered into between the Company and each of these individuals. The material change to the Agreement consists of adding a provision to Section 3(b) that provides that while the Company will not be obligated to indemnify an Indemnitee (as defined in the Agreement) for Expenses or Other Liabilities (each as defined in the Agreement) that to the extent such have been paid directly to Indemnitee (or paid directly to a third party on Indemnitee's behalf) pursuant to any indemnification arrangement for the benefit of Indemnitee provided by any third party, any such third party will retain their equitable rights to contribution or indemnification from Glu with respect to amounts so paid by the third party.

The foregoing description of the Agreement is qualified in its entirety by the Agreement, a copy of which has been filed as Exhibit 10.01 to this report.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Description

10.01 Form of Indemnity Agreement entered into between Glu Mobile Inc. and each of its directors and executive officers, effective as of June 15, 2009

## Edgar Filing: GLU MOBILE INC - Form 8-K

## Top of the Form

#### 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.

Glu Mobile Inc.

June 15, 2009

By: /s/ L. Gregory Ballard

Name: L. Gregory Ballard Title: President and Chief Executive Officer

# Edgar Filing: GLU MOBILE INC - Form 8-K

## Top of the Form

Exhibit Index

Exhibit No.	Description
10.01	Form of Indemnity Agreement entered into between Glu Mobile Inc. and each of its directors and executive officers, effective as of June 15, 2009.