
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): February 15, 2009

Dot VN, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

000-53367
(Commission File Number)

20-3825987
(IRS Employer Identification No.)

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(Commission File Number)

20-3825987
(IRS Employer Identification No.)

9449 Balboa Avenue, Suite 114, San Diego, California 92123
(Address of principal executive offices and Zip Code)

(858) 571-2007
(Registrant's telephone number, including area code)

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 1.01 Entry into a Material Definitive Agreement.

On February 15, 2009, Dot VN, Inc. (the "Company") and Thomas Johnson, the Company's Chief Executive Officer and Chairman of the Board of Directors agreed to a thirty day extension of the 100% Convertible Promissory Note dated August 14, 2008 in the principal amount of \$2,160,767. The due date was amended from February 15, 2009 to March 17, 2009 with no other changes to the terms or conditions of the note.

On February 15, 2009, the Company and Lee Johnson, the Company's President, Chief Technology Officer, Chief Financial Officer and a Director agreed to a thirty day extension of the 100% Convertible Promissory Note dated August 14, 2008 in the principal amount of \$2,160,767. The due date was amended from February 15, 2009 to March 17, 2009 with no other changes to the terms or conditions of the note.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On February 15, 2009, the Company and Thomas Johnson, the Company's Chief Executive Officer and Chairman of the Board of Directors agreed to a thirty day extension of the 100% Convertible Promissory Note dated August 14, 2008 in the principal amount of \$2,160,767. The due date was amended from February 15, 2009 to March 17, 2009 with no other changes to the terms or conditions of the note.

On February 15, 2009, the Company and Lee Johnson, the Company's President, Chief Technology Officer, Chief Financial Officer and a Director agreed to a thirty day extension of the 100% Convertible Promissory Note dated August 14, 2008 in the principal amount of \$2,160,767. The due date was amended from February 15, 2009 to March 17, 2009 with no other changes to the terms or conditions of the note.

The notes made August 14, 2008, and extended on February 15, 2009, each contain the same terms and conditions, shall accrue interest at a rate of 8% per annum, and all outstanding principal and accrued and unpaid interest may be converted into common stock of the Company at \$1.43 per share (the "Conversion Price"). The Conversion Price shall be adjusted downward in the event the Company issues common stock (or securities exercisable for or convertible into or exchangeable for common stock) at a price below the Conversion Price, to a price equal to such issue price. The August 14, 2008 notes replaced notes with materially the same terms and conditions, held by each of Thomas Johnson and Lee Johnson that expired August 1, 2008 and originally issued in consideration for, and in satisfaction of, accrued salary and interest accruing since January 31, 2003 through June 30, 2007 by each of Thomas Johnson and Lee Johnson under their respective employment agreements with the Company.

Item 9.01 Financial statements and Exhibits

(d) Exhibits

The following exhibits are filed as part of this report:

<u>No.</u>	<u>Description</u>
10.29	February 15, 2009 amendment to 100% Convertible Promissory Note dated August 14, 2008 made by the Company to Thomas Johnson
10.30	February 15, 2009 amendment to 100% Convertible Promissory Note dated August 14, 2008 made by the Company to Lee Johnson

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.

DOT VN, INC.
(Registrant)

Date: February 19, 2009

By: /s/ Louis P. Huynh

Name: Louis P. Huynh
Title: General Counsel, Executive Vice
President of Operations and Business
Development, and Corporate Secretary

<u>No.</u>	<u>Description</u>
10.29	February 15, 2009 amendment to 100% Convertible Promissory Note dated August 14, 2008 made by the Company to Thomas Johnson
10.30	February 15, 2009 amendment to 100% Convertible Promissory Note dated August 14, 2008 made by the Company to Lee Johnson

100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT

This 100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT (the "Agreement") dated this 15th day of February 2009, is entered into by and between **Dot VN, Inc.**, a Delaware corporation (the "Maker") and **Thomas Johnson** (the "Holder").

Recitals

- A. Maker made, executed and delivered to the order of Holder that certain 100% Convertible Promissory Note (the "Note") dated August 14, 2008, in the principal sum of \$2,160,766.52 with interest payable at the rate of 8% per annum, which Note is due and payable on February 15, 2009 (the "Due Date").
- B. Maker and Holder desire to modify the terms of the Note to extend the Due Date.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. The Due Date of the Note is extended thirty days to March 17, 2009, at which time the entire amount of principal plus accrued interest shall be due and payable in full.
2. Except as provided herein, the terms and provisions of the Note shall remain unchanged and shall remain in full force and effect; the Note as modified and amended hereby is ratified and confirmed in all respects.
3. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns

IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

"MAKER"
Dot VN, Inc.

"HOLDER"
Thomas Johnson

/s/ Lee Johnson
By: Lee Johnson
Its: President

/s/ Thomas Johnson
By: Thomas Johnson

100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT

This 100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT (the "Agreement") dated this 15th day of February 2009, is entered into by and between **Dot VN, Inc.**, a Delaware corporation (the "Maker") and **Lee Johnson** (the "Holder").

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IN WITNESS WHEREOF, this Agreement is effective as of the date first above written.

"MAKER"
Dot VN, Inc.

"HOLDER"
Thomas Johnson

/s/ Thomas Johnson
By: Thomas Johnson
Its: CEO

/s/ Lee Johnson
By: Lee Johnson