

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): August 6, 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.)

000-53367

(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))
-

Item 1.01 Entry into a Material Definitive Agreement.

On August 6, 2009, Dot VN, Inc., a Delaware corporation (the "Company"), entered into the Second Amendment to Office Lease Agreement (the "Office Lease Amendment") with LJ Balboa, LP, a California limited partnership, pursuant to which the Company leases its approximately 3,148 square feet headquarters at 9449 Balboa Avenue, Suite 114, San Diego, California. The Office Lease Amendment extends the lease term thirteen months to September 30, 2010. Rent during the extended term aggregates \$80,463 which is a 9.0% savings over the current lease rate.

Item 8.01 Other Events.

On August 11, 2009, Dot VN, Inc. issued a press release announcing that the Company's CEO has been invited to present at the Rodman & Renshaw 11th Annual Global Investment Conference. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

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>
10.41	Second Amendment to Office Lease Agreement by and between the Company and LJ Balboa, LP a California limited partnership dated August 6, 2009
99.1	Press Release dated August 11, 2009.

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: August 11, 2009

By: /s/ Louis P. Huynh

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

Exhibit Index

No.	Description
10.41	Second Amendment to Office Lease Agreement by and between the Company and LJ Balboa, LP a California limited partnership dated August 6, 2009
99.1	Press Release dated August 11, 2009.

SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (“Amendment”) is made as of this 31st day of July 2009, by and between **LJ BALBOA, LP**, a California limited partnership (“Landlord”), and **DOT VN, INC.**, a California corporation (“Tenant”).

RECITALS

A. Landlord, as successor-in-interest to Wood Creek Associates LLC and Tenant are parties to an Office Lease Agreement dated June 2006 for certain real property commonly known as Suite 114 of the building located at 9449 Balboa Avenue, San Diego, California, the size being approximately 3,148 rentable square feet (the “Premises”); and subsequently amended the Office Lease Agreement on July 1, 2008 (the “First Amendment to Lease”).

B. Landlord and Tenant desire to further amend the Office Lease Agreement to extend the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Effective Date.** The Effective Date of this Second Amendment shall be September 1, 2009 (“Effective Date.”).
2. **Term:** The Term of the Office Lease Agreement shall be extended for a period of thirteen (13) months, commencing on September 1, 2009.
3. **Base Rent.** The schedule of Base Rent, as set forth in Paragraph I.D, Page 1, of the Office Lease Agreement, is revised to reflect, in accordance with this Second Amendment, that as of the Effective Date, the Base Rent shall be as follows:

Period	Monthly Base Rent
09/01/09 – 10/31/09 (2 Months)	\$3,305.40
11/01/09 – 03/31/10 (5 Months)	\$6,610.80
04/01/10 – 09/30/10 (6 Months)	\$6,799.68

4. **Improvements.** The Landlord agrees to re-balance the HVAC units as necessary within the Premises.
 5. **Full Force and Effect.** Except as expressly modified hereby, the Office Lease Agreement shall remain unchanged and in full force and effect. All references, herein and in the Office Lease Agreement and First Amendment, shall mean, unless the context clearly indicates to the contrary, the Office Lease Agreement as amended by this Second Amendment. Defined terms used herein shall have the meaning set forth in the Office Lease Agreement, unless a contrary meaning is contained in the First Amendment or in this Second Amendment.
-

6. **No Oral Agreements.** The Office Lease Agreement, the First Amendment and this Second Amendment contain all of the agreements of the parties with respect to the matters set forth herein, except for those terms and conditions, incorporated herein by reference. There are no oral agreements or understandings between the parties hereto affecting the Office Lease Agreement, the First Amendment or this Second Amendment. Neither the Office Lease Agreement, the First Amendment, nor this Second Amendment can be changed or terminated orally but only by an agreement in writing signed by the party against whom enforcement or any waiver, change, modification or discharge is sought.

7. **Successors and Assigns.** This Office Lease Agreement, as amended hereby, shall apply to and bind Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment as of the date first set forth above,

LANDLORD:

Dated: _____

LJ BALBOA, LP
a California limited partnership

By:/s/

Kathleen Nelson, Controller/Property Manager
444 Camino Del Rio South, Suite 101
San Diego, CA 92108
Notices: Attention to Jan Gilbert/United Hansel Mgmt.

TENANT:

Dated: August 6, 2009

Lessee: **DOT VN, INC.**
a California corporation

By: /s/ Lee Johnson

Lee Johnson, President
9449 Balboa Avenue, Suite 114
San Diego, CA 92123

EXHIBIT 99.1

Dot VN, Inc. To Present at Rodman & Renshaw 11th Annual Global Investment Conference Presentation Scheduled for Thursday, September 10, 2009

SAN DIEGO – August 11, 2009 – Dot VN, Inc., (<http://www.DotVN.com>) (OTCBB: DTVI), an Internet and Telecommunications Company and the exclusive online global domain name registrar and provider of Parking Page Marketing/Advertising for the Country of Vietnam, announced today that the Company's CEO Thomas Johnson has been invited to present at the Rodman & Renshaw 11th Annual Global Investment Conference. The presentation will take place on Thursday, September 10, 2009 at 11:40am EDT in the Louis Salon, 4th Floor. The conference is being held at the New York Palace Hotel in New York City.

A live audio webcast of the presentation will be available and archived for replay at www.dotvn.com/InvestorRelations-UpcomingEvents.html.

"We believe now is an ideal time to share the Dot VN story and our developments with the investment community," said Johnson. "Dot VN is making significant progress in developing our Application Program Interface to increase our .vn domain name registration sales worldwide; our domain parking program and Internet advertising; and commercializing cutting edge layer-1 wireless infrastructure solutions, which support broadband and telecommunication technologies such as Wi-Fi, WiMAX and 3G, for Vietnam, the second fastest growing economy in the world."

About the Company:

Dot VN, Inc. (www.DotVN.com) provides Internet and Telecommunication services for Vietnam. Vietnam Internet Network Information Center ("VNNIC") awarded the Company an "exclusive long term contract" to be the first registrar to market and register its country code Top Level Domain ("ccTLD") of .VN (Vietnam) and Parking Page Marketing via the Internet. Dot VN has established agreements with international ISPs (Internet service providers) along with over 100 top international domain resellers and over 90 Vietnamese domain resellers to commercialize .VN. Also, the Company is currently developing initiatives to offer Internet Data Center services and Wireless applications.

Forward-Looking Statements:

Statements in this press release may be "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate," "believe," "estimate," "expect," "intend" and similar expressions, as they relate to Dot VN or its management, identify forward-looking statements. These statements are based on current expectations, estimates and projections about Dot VN's business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in Dot VN's filings with the Securities and Exchange Commission. Factors that could materially affect these forward-looking statements and/or predictions include, among other things: (i) our limited operating history; (ii) our ability to pay down existing debt; (iii) unforeseen costs and expenses; (iv) potential litigation with our shareholders, creditors and/or former or current investors; (v) Dot VN's ability to comply with federal, state and local government regulations in the US and foreign countries; (vi) Dot VN's ability to maintain current agreements with the government of Vietnam and enter into additional agreements with the government of Vietnam; and (vii) other factors over which we have little or no control. In addition, such statements could be affected by risks and uncertainties related to product demand, market and customer acceptance, competition, pricing and development difficulties, as well as general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date on which they are made, and Dot VN does not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of this release. Information on Dot VN's website does not constitute a part of this release.

For more information, contact:

Thomas M. Johnson, Chairman and CEO
Dot VN, Inc.
Phone: 858-571-2007 x14
Email: Inquiries@DotVN.com
Website: www.DotVN.com
Register your .VN domains at: www.VN

Investor Relations:
Investor Awareness, Inc.
Tony Schor or James Foy, 847-945-2222
Website: www.InvestorAwareness.com

Media Contact:
North Shore Public Relations, Inc.
Rena Placinski, 847-945-4505
Rena@NorthShorePR.com
Website: www.NorthShorePR.com