
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): October 12, 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))
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Item 1.01 Entry into a Material Definitive Agreement.

On October 12, 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 two and one-half month extension of the 100% Convertible Promissory Note dated April 20, 2009 in the principal amount of \$2,884,658.16. The due date was amended from October 16, 2009 to December 31, 2009 with no other changes to the terms or conditions of the note.

On October 12, 2009, the Company and Lee Johnson, the Company’s President, Chief Technology Officer, Chief Financial Officer and a Director agreed to a two and one-half month extension of the 100% Convertible Promissory Note dated April 20, 2009 in the principal amount of \$2,884,658.16. The due date was amended from October 16, 2009 to December 31, 2009 with no other changes to the terms or conditions of the note.

On October 12, 2009, the Company and Louis Huynh, the Company’s General Counsel, Executive Vice President of Operations and Business Development, Corporate Secretary and a Director agreed to a two and one-half month extension of the 100% Convertible Promissory Note dated July 6, 2009 in the principal amount of \$113,243.81. The due date was amended from October 16, 2009 to December 31, 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 October 12, 2009, the Company and Thomas Johnson, the Company’s Chief Executive Officer and Chairman of the Board of Directors agreed to a two and one-half month extension of the 100% Convertible Promissory Note dated April 20, 2009 in the principal amount of \$2,884,658.16. The due date was amended from October 16, 2009 to December 31, 2009 with no other changes to the terms or conditions of the note.

On October 12, 2009, the Company and Lee Johnson, the Company’s President, Chief Technology Officer, Chief Financial Officer and a Director agreed to a two and one-half month extension of the 100% Convertible Promissory Note dated April 20, 2009 in the principal amount of \$2,884,658.16. The due date was amended from October 16, 2009 to December 31, 2009 with no other changes to the terms or conditions of the note.

The two (2) notes made April 20, 2009, and extended on October 12, 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 \$0.30 per share (the “Conversion Price”). The Conversion Price shall be adjusted downward in the event Dot VN issues common stock (or securities exercisable for or convertible into or exchangeable for common stock) at a price (the “Subsequent Price”) below the Conversion Price times Ninety percent (90%), to a price equal to such Subsequent Price times One hundred Ten percent (110%). The notes were issued in consideration for, and in satisfaction of, accrued salary and interest accruing since January 31, 2003 through April 17, 2009 by each of Thomas Johnson and Lee Johnson under their respective employment agreements with the Company.

On October 12, 2009, the Company and Louis Huynh, the Company’s General Counsel, Executive Vice President of Operations and Business Development, Corporate Secretary and a Director agreed to a two and one-half month extension of the 100% Convertible Promissory Note dated July 6, 2009 in the principal amount of \$113,243.81. The due date was amended from October 16, 2009 to December 31, 2009 with no other changes to the terms or conditions of the note.

The note made July 6, 2009, and extended on October 12, 2009, 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 \$0.46 per share (the “Conversion Price”). The Conversion Price shall be adjusted downward in the event Dot VN issues common stock (or securities exercisable for or convertible into or exchangeable for common stock) at a price (the “Subsequent Price”) below the Conversion Price times Ninety percent (90%), to a price equal to such Subsequent Price times One hundred Ten percent (110%) The note was issued in consideration for, and in satisfaction of, accrued salary and interest accruing since August 7, 2007 through July 6, 2009 by Mr. Huynh under his employment agreement 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>
10.47	October 12, 2009 amendment to 100% Convertible Promissory Note dated April 20, 2009 made by the Company to Thomas Johnson
10.48	October 12, 2009 amendment to 100% Convertible Promissory Note dated April 20, 2009 made by the Company to Lee Johnson
10.49	October 12, 2009 amendment to 100% Convertible Promissory Note dated July 8, 2009 made by the Company to Louis Huynh

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: October 15, 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

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100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT

This 100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT (the "Agreement") dated this 12th day of October 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 April 20, 2009, in the principal sum of \$2,884,658.16 with interest payable at the rate of 8% per annum, which Note is due and payable on October 16, 2009 (the "Due Date").
- B. Maker and Holder on October 12, 2009 extended the Due Date of the Note to December 31, 2009 ("First Extended Due Date").
- C. Maker and Holder desire to modify the terms of the Note to extend the First Extended 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 First Extended Due Date of the Note is extended to December 31, 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

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This 100% CONVERTIBLE PROMISSORY NOTE EXTENSION AGREEMENT (the "Agreement") dated this 12th day of October 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"
Lee Johnson

/s/ Thomas Johnson

By: Thomas Johnson
Its: CEO

/s/ Lee Johnson

By: Lee Johnson

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Recitals

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"MAKER"
Dot VN, Inc.

"HOLDER"
Louis Huynh

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

/s/ Louis Huynh
By: Louis Huynh