
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): September 30, 2015

KVH Industries, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

0-28082
(Commission
File Number)

05-0420589
(IRS Employer Identification No.)

50 Enterprise Center
Middletown, RI
(Address of Principal Executive Offices)

02842
(Zip Code)

Registrant's telephone number, including area code: (401) 847-3327

(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 240.14d-2(b))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On September 30, 2015, the Company, Bank of America, N.A., and The Washington Trust Company entered into the Second Amendment (the "Amendment") to the Credit Agreement, dated July 1, 2014 (as amended to date, the "Credit Agreement"). The Amendment adjusted the Maximum Consolidated Leverage Ratio, as defined in the Credit Agreement, for September 30, 2015 and each fiscal quarter thereafter from 1.00:1.00 to 1.75:1.00 for September 30, 2015, 1.50:1.00 for December 31, 2015, and 1.25:1.00 for March 31, 2016 and each fiscal quarter thereafter.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment filed as Exhibit 10.1 to this Report on Form 8-K and incorporated by reference herein.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

Exhibit No.	Description
10.1	Second Amendment to Credit Agreement, dated as of September 30, 2015, by and among Bank of America, N.A., The Washington Trust Company and KVH Industries, Inc.

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: October 5, 2015

KVH INDUSTRIES, INC.

BY: _____ /s/ PETER RENDALL

Peter Rendall
Chief Financial Officer

EXHIBIT INDEX

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KVH INDUSTRIES, INC.

SECOND AMENDMENT TO CREDIT AGREEMENT

THIS SECOND AMENDMENT (this “Amendment”) is entered into as of September 30, 2015 (the “Effective Date”) by and among KVH INDUSTRIES, INC., a Delaware corporation (“Borrower”), BANK OF AMERICA, N.A., as Administrative Agent (the “Agent”), BANK OF AMERICA, N.A., as a lender, and THE WASHINGTON TRUST COMPANY, as a lender (collectively, (“Lenders”).

RECITALS

WHEREAS, Borrower, Agent and the Lenders have previously entered into a Credit Agreement dated as of July 1, 2014, as previously amended by that certain First Amendment to Credit Agreement dated as of June 15, 2015 (as amended, the “Credit Agreement”);

WHEREAS, the Borrower, Agent and the Lenders have agreed to make certain changes with respect to the leverage covenant set forth in the Credit Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived by Borrower, Agent and the Lenders from a continuing relationship under the Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

A. All defined terms not specifically defined herein have the same meaning as set forth in the Credit Agreement.

B. Amendment to Credit Agreement. As of the Effective Date, Section 7.11(a) of the Credit Agreement is amended in its entirety to read as follows:

(a) Maximum Consolidated Leverage Ratio. Permit the Consolidated Leverage Ratio as of the end of each fiscal quarter of the Borrower set forth below to be greater than the ratio set forth below opposite such period:

Four (4) Fiscal Quarters Ending	Maximum Consolidated Leverage Ratio
9/30/15	1.75:1.00
12/31/15	1.50:1.00
3/31/16 and each fiscal quarter thereafter	1.25:1.00

C. Representations and Warranties. Each Loan Party represents and warrants to Agent and the Lenders that: (a) such Loan Party has the full power and authority to execute, deliver and perform its respective obligations under the Credit Agreement, as amended by this Amendment, (b) the execution and delivery of this Amendment has been duly authorized by all necessary action of the Board of Directors (or equivalent) of such Loan Party; (c) after giving effect to this Amendment, the representations and warranties contained or referred to in Article V of the Credit Agreement are true and accurate in all material respects as if such representations and warranties were being made as of the Effective Date except to the extent that such representations and warranties specifically refer to an earlier date; and (d) no Default or Event of Default has occurred and is continuing.

D. Other.

1. This Amendment shall be effective as of the date the Agent receives:

- (i) this Amendment duly executed and delivered by Agent, the Lenders, and the Loan Parties;
- (ii) all accrued fees, costs and expenses (including, without limitation, the reasonable costs and expenses of Agent's counsel) incurred by Agent in connection with this Amendment.

2. This Amendment is executed as an instrument under seal and shall be governed by and construed in accordance with the laws of The State of New York without regard to its conflicts of law rules. Pursuant to Section 11.20 of the Credit Agreement, all parts of the Credit Agreement and any other Loan Document not affected by this Amendment are hereby ratified and affirmed in all respects, provided that if any provision of the Credit Agreement shall conflict or be inconsistent with this Amendment, the terms of this Amendment shall supersede and prevail. Upon the execution of this Amendment, all references to the Credit Agreement in that document, or in any other Loan Document, shall mean the Credit Agreement as amended by this Amendment. Except as expressly provided in this Amendment, the execution and delivery of this Amendment does not and will not amend, modify or supplement any provision of, or constitute a consent to or a waiver of any noncompliance with the provisions of the Credit Agreement, and, except as specifically provided in this Amendment, the Credit Agreement shall remain in full force and effect. This Amendment may be executed in one or more counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of Borrower, Agent and the Lenders in accordance with Section 11.01 of the Credit Agreement, has caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first written above.

BORROWER:

KVH INDUSTRIES, INC.

By: /s/ Peter Rendall

Name: Peter Rendall

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Brenda Schriener
Name: Brenda Schriener
Title: Vice President

LENDER:

BANK OF AMERICA, N.A., as a Lender

By: /s/ Donald C. McQueen
Name: Donald C. McQueen
Title: Senior Vice President

LENDER:

THE WASHINGTON TRUST COMPANY, as a Lender

By: /s/ Scott A. McCaughey
Name: Scott A. McCaughey
Title: Vice President