

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 19, 2015

GENIUS BRANDS INTERNATIONAL, INC.
(Name of registrant as specified in its charter)

Nevada
*(State or other jurisdiction of
Incorporation or organization)*

000-54389
(Commission File Number)

20-4118216
*(I.R.S. Employer
Identification Number)*

301 N. Canon Drive, Suite 305
Beverly Hills, CA
(Address of principal executive offices)

90210
(Zip Code)

Registrant's telephone number, including area code: (310) 273-4222

(Former name or former address, if changed since last report)

Copies to:
Harvey J. Kesner, Esq.
Sichenzia Ross Friedman Ference LLP
61 Broadway, 32nd Floor
New York, New York 10006
Phone: (212) 930-9700
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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.

See Item 5.02 which is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On October 19, 2015, Genius Brands International, Inc., a Nevada corporation (the “Company”), entered into a Memorandum Regarding Services with Michael D. Handelman CPA, its Chief Financial Officer, effective as of November 1, 2015 (the “November Memorandum of Services”). The November Memorandum of Services supersedes the previous agreement between the Company and Mr. Handelman dated June 26, 2015.

Pursuant to the November Memorandum of Services, Mr. Handelman shall continue his engagement as the Company’s Chief Financial Officer for a period of one year from the effective date thereof, subject to renewal, in consideration for a fee of \$10,000 per month plus reimbursement of certain out-of-pocket expenses.

The foregoing description of the November Memorandum of Services does not purport to be complete and is qualified in its entirety by reference to the full text of the November Memorandum of Services, which is filed as Exhibit 10.1 hereto.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

The following is filed as an Exhibit to this Current Report on Form 8-K.

Exhibit No.	Description of Exhibit
10.1	Memorandum Regarding Services between Genius Brands International, Inc. and Michael D. Handelman, CPA

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GENIUS BRANDS INTERNATIONAL, INC.

Date: October 23, 2015

By: /s/ Andrew Heyward

Name: Andrew Heyward

Title: Chief Executive Officer

MEMORANDUM REGARDING SERVICES
OF MICHAEL HANDELMAN

1. Engagement. You are being engaged as the Chief Financial Officer of the Company commencing on the confirmation thereof by the Board of Directors. You will have such duties and responsibilities as are customary for similar executives acting as Chief Financial Officer of a public company. You will report to the Chief Executive Officer and the Board of Directors of the Company.

2. Services and Compensation. As the Chief Financial Officer, you will be expected to supervise the accounting staff of the Company especially as it relates to the management of the Company's independent auditors and preparation for filing of the Company's SEC reports. Your compensation will be structured as follows:

- A. \$10,000 will be paid to you monthly
- B. Your engagement will continue for a similar additional 12-month period unless either of us gives 30 days' notice prior to the end thereof not to extend. In this regard, if so extended, your compensation for the 12 month extension period will be subject to mutual good faith negotiations.
- C. You will be reimbursed for any customary out-of-pocket direct expenses incurred for the clear benefit of the Company separately. Expenses in excess of \$100 will require prior written approval. Out of pocket costs include, but are not limited to travel, reproduction and shipping costs.

3. Benefits. You shall be entitled to receive any Company employee fringe benefits including but not limited to life, health or accident insurance coverage, vacation or pension benefits, if any. It is understood that you will be covered by the Company's directors and officer's liability insurance.

4. Confidentiality. You agree that during and after the term of your engagement with the Company, you will hold all confidential or proprietary information of the Company in the strictest confidence, and you will not use or exploit or otherwise disclose any such information other than as necessary in the course of your engagement or as required by applicable law and as disclosed to and approved by the Company.

If you are in agreement with the above outline please sign a copy of this letter. We are very pleased and excited that you will be joining us and know that you will be an excellent addition to our team.

Genius Brands International, Inc.

By: s/Gregory B. Payne
Name: Gregory B. Payne
Title: EVP

Accepted and Agreed

s/ Michael Handelman
Michael Handelman
Effective Date 11/1/2015