
**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): August 17, 2018

RPM International Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-14187
(Commission
File Number)

02-0642224
(IRS Employer
Identification No.)

2628 Pearl Road, P.O. Box 777
Medina, Ohio
(Address of Principal Executive Offices)

44258
(Zip Code)

Registrant's telephone number, including area code: (330) 273-5090

Not Applicable
(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:

- 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 3.03 Material Modification to Rights of Security Holders.

On August 17, 2018, RPM International Inc. (the “Company”) and Equiniti Trust Company, as rights agent, entered into an Amendment to the Rights Agreement, dated as of April 21, 2009 (the “Rights Agreement”). The Amendment accelerates the expiration of the rights to purchase Common Stock (the “Rights”) under the Rights Agreement from May 11, 2019 to August 17, 2018, and has the effect of terminating the Rights Agreement on that date. At the time of the termination of the Rights Agreement, all of the Rights distributed to holders of the Company’s Common Stock pursuant to the Rights Agreement will expire.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

- 4.1 [Amendment, dated as of August 17, 2018, to the Rights Agreement, dated as of April 21, 2009, by and between RPM International Inc. and Equiniti Trust Company, as rights agent.](#)

SIGNATURE

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.

RPM International Inc.
(Registrant)

Date: August 17, 2018

/s/ Edward W. Moore
Edward W. Moore
Senior Vice President, General Counsel and Chief Compliance Officer

**AMENDMENT TO THE
RIGHTS AGREEMENT**

AMENDMENT, dated as of August 17, 2018 (this “Amendment”), between RPM International Inc., a Delaware corporation (the “Company”), and Equiniti Trust Company, a limited trust company organized under the laws of the State of New York, as rights agent (the “Rights Agent”), to the Rights Agreement, dated as of April 21, 2009 (the “Agreement”), between the Company and the Rights Agent.

RECITALS

WHEREAS, the Company desires to terminate the Rights issued pursuant to the Agreement;

WHEREAS, on October 8, 2009, the Company appointed Wells Fargo Bank, N.A., as Rights Agent, and Equiniti Trust Company is the successor to Wells Fargo Bank, N.A., under the terms of the Rights Agreement.

WHEREAS, pursuant to, and subject to the terms of, Section 26 of the Agreement, prior to the Distribution Date, the Company and the Rights Agent may supplement or amend any provision of the Agreement without the approval of any holders of certificates representing shares of Common Stock;

WHEREAS, the Distribution Date has not yet occurred, and the Board of Directors of the Company has determined that an amendment to the Agreement as set forth herein is desirable and the Company and the Rights Agent desire to evidence such amendment in writing;

WHEREAS, the Company has delivered to the Rights Agent a certificate stating that this Amendment complies with Section 26 of the Agreement and has directed the Rights Agent to amend the Agreement as set forth herein; and

WHEREAS, all acts and things necessary to make this Amendment a valid agreement, enforceable according to its terms, have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects duly authorized by the Company and the Rights Agent.

Accordingly, the parties hereto agree as follows (capitalized terms used but not defined herein have the meanings ascribed to such terms in the Agreement):

1. Amendment of the Rights Agreement. Section 1(i) of the Rights Agreement is hereby amended and restated in its entirety as follows:
 - (i) “Final Expiration Date” means August 17, 2018.
2. Effectiveness. This Amendment shall be deemed effective as of the date first written above, as if executed on such date. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed.

3. Miscellaneous. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment executed and/or transmitted electronically shall have the same authority, effect, and enforceability as an original signature. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Rights Agent and the Company hereby waive any notice requirement under the Agreement pertaining to the matters covered by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and attested, all as of the date and year first above written.

RPM INTERNATIONAL INC.

By: /s/ Edward W. Moore

Name: Edward W. Moore

Title: Senior Vice President, General Counsel and
Chief Compliance Officer

EQUINITI TRUST COMPANY

By: /s/ Martin J. Knapp

Name: Martin J. Knapp

Title: Vice President