

IPARTY CORP  
Form 8-K  
January 10, 2007

**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**January 9, 2007**

Date of Report (Date of earliest event reported)

**iPARTY CORP.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**000-25507**

(Commission  
File Number)

**76-0547750**

(IRS Employer  
Identification No.)

**270 Bridge Street, Suite 301, Dedham, Massachusetts**

(Address of principal executive offices)

**02026**

(Zip Code)

**(781) 329-3952**

(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):

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

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- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - o 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 January 9, 2007, iParty Corp. ( we or iParty ) entered into an Amendment Agreement pursuant to which it amended a warrant issued on September 15, 2006 to Highbridge International LLC, an institutional accredited investor. The amendment provides that the warrant may not be exercised to the extent that such exercise would cause the warrant holder, together with its affiliates, to beneficially own a number of shares of our common stock which would exceed 4.99% (the Maximum Percentage ) of our then outstanding shares of common stock following such exercise, excluding for purposes of such determination shares of common stock issuable upon exercise of the warrant that have not been exercised. The Maximum Percentage may be increased or decreased from time to time, subject to sixty one (61) days prior notice to us by the warrant holder, provided that the Maximum Percentage may not exceed 9.99% of our then outstanding shares of common stock following such exercise, excluding for purposes of such determination shares of common stock issuable upon exercise of the warrant that have not been exercised.

The Amendment Agreement and the Warrant to Purchase Common Stock, as amended, are attached as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits*

- 10.1 Amendment Agreement between iParty Corp. and Highbridge International LLC , dated January 9, 2007.
- 10.2 Warrant to Purchase Common Stock, issued September 15, 2006, as amended January 9, 2007.

**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.

IPARTY CORP.

By:

/s/ SAL PERISANO

Sal Perisano  
*Chairman of the Board and  
Chief Executive Officer*

Dated: January 10, 2007

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**EXHIBIT INDEX**

**EXHIBIT  
NUMBER**

**DESCRIPTION**

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