

**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) January 22, 2013

Spherix Incorporated

(Exact name of registrant as specified in its charter)

(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
Delaware	0-5576	52-0849320
(Address of principal executive offices)		(Zip Code)
6430 Rockledge Drive, Suite 503, Bethesda, Maryland		20817
Registrant's telephone number, including area code		<u>301-897-2540</u>

(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 240.13e-4(c))

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

Effective January 22, 2013, Spherix Incorporated (the "Company") agreed upon a retention understanding with Robert A. Lodder, Ph.D. as the Company's President and Principal Executive Officer through June 30, 2013 presented in Exhibit 99.1 the Retention Agreement with Robert A. Lodder, Ph.D.

Item 9.01 Financial Statements and Exhibits

Exhibit

Number

99.1

Description

Retention Agreement dated as of January 22, 2013, by and between Robert A. Lodder, Ph.D. and the Company.

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.

Spherix Incorporated
(Registrant)

By:

/s/ Robert L. Clayton
Robert L. Clayton, CFO

Date: February 7, 2013

January 22, 2013

Robert A. Lodder, Ph.D.
192 Timberlane Court
Nicholasville, KY 40356-9779

RE: Retention Agreement (the "Agreement")

Dear Robert,

In view of the recent sale of the stock of Spherix Consulting, Inc., we have mutually reevaluated your employment with Spherix Incorporated (the "Company"). We have agreed that your employment will continue pursuant to this letter agreement through June 30, 2013 and that your employment agreement dated as of August 30, 2007, as amended May 25, 2010 (the "Employment Agreement") is hereby terminated by our mutual agreement. Thereafter, if needed, you may provide consulting services to the Company on a mutually agreed basis.

In consideration of the foregoing, the Company agrees to pay you at the same base salary of \$233,398 and benefits as were last in effect prior to the signing of this letter agreement. Further, your entitlement to severance shall be satisfied in accordance with Schedule A hereto as long as you remain with the Company through June 30, 2013 as set forth above. If you resign without Good Reason or are terminated for Cause (as such terms are defined in the Employment Agreement) before June 30, 2013, you will forfeit any remaining unpaid payments. If your employment is terminated by the Company prior to June 30, 2013 without Cause, all remaining unpaid payments will be paid to you in full within fourteen (14) days.

On behalf of you and your heirs, executors, administrators, successors, and assigns, you hereby knowingly and voluntarily release and forever discharge the Company its officers, board members, directors, attorneys, representatives, assigns, successors, partners, employees, and other agents, and each or all of them, of and from any liability, contracts, suits, demands, claims, debts, actions, losses, damages, or causes of action of whatsoever kind and nature, known or unknown, accrued or unaccrued, as of the date of execution of this Agreement to the fullest extent allowable by law.

You acknowledge and understand that this is a general release intended to release the Company from any and all claims of whatever kind or nature, including those that may arise under applicable State, federal and local anti-discrimination laws, such as the ADEA, Title VII, and the ADA.

The Company recognizes the enforcement authority of the Equal Employment Opportunity Commission ("EEOC") and this release does not prevent you from filing an informational charge of discrimination with the EEOC or the EEOC from pursuing any charge, although in the event any proceeding is conducted against the Company by any person, entity or agency in any forum based on a charge, you hereby waive any claim or right to money damages or other legal or equitable relief awarded by any court or governmental agency. You warrant that you have no actions pending against the Company, including but not limited to actions before any court, administrative agency, board, or commission. You acknowledge that these warranties are an essential and material term of this Agreement, without which Company would not have entered into the Agreement.

In accord with the requirements of the ADEA and the Older Workers Benefits Protection Act, you acknowledge and understand that you have up to 21 days from the receipt of this Agreement to consider your decision to sign it. By signing this Agreement, you expressly warrant that your decision to sign this Agreement was of your own free will and that you are waiving any unexpired portion of the 21-day period.

You further understand that you may revoke the Agreement for up to and including seven (7) days after the date of execution of the Agreement, by delivering written notice of revocation to Robert J. Vander, Zanden at Spherix Incorporated, 6430 Rockledge Drive, Suite 503, Bethesda, MD 20817, or via e-mail at rvandy@spherix.com, within such seven (7) day period or by mailing such notice of revocation to the above- mentioned individual by certified mail postmarked and received within such seven (7) day period. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in Maryland, then the revocation period shall not expire until the following day which is not a Saturday, Sunday, or legal holiday. The Agreement will not become effective until the seven (7)-day revocation period has expired without your having exercised the right to revoke, nor will the right to payments or benefits arise under the Agreement until after the expiration of this period.

You further acknowledge and warrant that you have been advised to consult with, and in fact have consulted with, counsel in the preparation and review of this Agreement prior to signing it; that you have been given an adequate opportunity to review this Agreement; that you understand the terms and effects of this Agreement; and that you have entered into this Agreement knowingly and voluntarily.

After you have had a chance to consult with counsel and review this Agreement, please sign the enclosed copy and return it to me. Once the seven-day revocation period is over, I will initiate the payments in full satisfaction of the above.

Very truly yours,

Robert J. Vander Zanden
Chairman of the Board of Directors

AGREED:

Robert A. Lodder, Ph.D.

SCHEDULE A

Severance Payment

\$233,398, to be paid as follows:

\$58,349.50 upon signing this letter agreement

\$58,349.50 by February 28, 2013

\$58,349.50 by April 30, 2013

\$58,349.50 by June 30, 2013