

**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): April 6, 2012

Innovative Food Holdings, Inc.
(Exact name of registrant as specified in its charter)

Florida
(State or other jurisdiction
of incorporation)

0-9376
(Commission
File Number)

20-1167761
(IRS Employer
Identification No.)

3845 Beck Blvd., Suite 805, Naples, Florida
(Address of principal executive offices)

34114
(Zip Code)

Registrant's telephone number, including area code: (239) 596-0204

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

On April 6, 2012, the registrant entered into an Extension Agreement with certain holders of convertible notes issued by the registrant, which are past due, and warrants issued by the registrant, certain of which are set to expire shortly. The agreement provides for among other things, (i) the extension of notes held by such parties to be extended to October 3, 2013; (ii) the waiver of any current defaults under such notes; (iii) an acknowledgement and agreement by the noteholders that upon execution of such Extension Agreement none of the notes are in default and, to the best knowledge of said parties, there are no existing breaches pursuant to the terms of any note or Subscription Agreement between the parties that would cause a default under any of the notes; and (iv) the extension of the expiration date of certain warrants held by such parties until April 3, 2015. This brief description of the terms of the Extension Agreement is subject to the terms of the full agreement, a copy of which is filed as an exhibit hereto.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Extension Agreement effective as of April 3, 2012 between the Registrant and certain Noteholders.

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.

**INNOVATIVE FOOD HOLDINGS,
INC.**

Dated: April 12, 2012

By: /s/ Sam Klepfish
Sam Klepfish, CEO

Exhibit Index

<u>Exhibit</u>	<u>Description</u>
10.1	Extension Agreement effective as of April 3, 2012 between the Registrant and certain Noteholders.

EXTENSION AGREEMENT

This Extension Agreement, made effective as of April 3, 2012 (the "Agreement"), is between Innovative Food Holdings, Inc., a Florida corporation (the "Company") and the signatories hereto.

WHEREAS, the Company has issued notes as further described on Schedule A hereto, as amended (the "Notes"); and

WHEREAS, the Company has issued warrants as further described on Schedule A hereto (the "Warrants"); and

WHEREAS, some of the Notes have reached their Maturity Date but have not been repaid; and

WHEREAS, the Company and Subscribers have agreed to make certain changes to the terms of the Notes and Warrants.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. The Maturity Date of each Note is hereby amended to October 3, 2013.
2. The Expiration Date of each Warrant is hereby extended to April 3, 2015, unless the Expiration Date is already stated to be a specific date which is later than such date, in which case the existing Expiration Date shall remain in effect.
3. The Subscribers hereto acknowledge and agree that as of the date hereof, other than with respect to overdue payments, none of the Notes are in default, and to their best knowledge, there are no existing breaches (other than nonpayment of any principal or interest when due) pursuant to the terms of any Note or Subscription Agreement, which would cause a default under any of the Notes. In addition, any past defaults under any of the Notes are hereby waived, and going forward, a Note will only be deemed in default if written notice of a new default, occurring after the date hereof, is given to the Company.
4. All other terms of the Transaction Documents remain in full force and effect (including the terms of any amendments not specifically superseded by this Agreement) as if this Agreement had not been executed.
5. This Agreement may be executed in counterparts, all of which when taken together shall be considered one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were an original thereof. A copy of this Agreement annexed to the Note or the Warrant, as appropriate, shall be sufficient to reflect the amendment thereto.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first written above.

INNOVATIVE FOOD HOLDINGS, INC.

By: _____

ALPHA CAPITAL ANSTALT

By: _____

LANE VENTURES

By: _____

MOMONA CAPITAL

By: _____

OSHER CAPITAL PARTNERS LLC

By: _____

ASSAMEKA CAPITAL, INC.

By: _____

ASHER BRAND
