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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 or 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of December 2022

Commission File Number: 001-40207

Waldencast plc

(Translation of Registrant's name into English)

10 Bank Street, Suite 560  
White Plains, New York, 10606  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

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**WALDENCAST PLC**

On December 1, 2022, Waldencast plc (the “Company”) appointed American Stock & Trust Company, LLC (“AST”) as its new transfer agent, replacing Continental Stock Transfer & Trust Company (“CST”), effective as of December 1, 2022.

In connection with such appointment, the Company entered into the First Amendment to the Warrant Agreement (“Amendment No. 1 to the Warrant Agreement”), dated as of December 1, 2022, by and among the Company, AST, and CST, pursuant to which, AST replaced CST as the warrant agent.

The foregoing description of the Amendment No. 1 to the Warrant Agreement is not complete and is subject to, and qualified in its entirety, by reference to the Amendment No. 1 to the Warrant Agreement, a copy of which is attached hereto as Exhibit 4.1, and the terms of which are incorporated by reference herein.

**EXHIBIT INDEX**

<u>EXHIBIT NO.</u>	<u>DESCRIPTION</u>
4.1	<a href="#"><u>Amendment No. 1 to the Warrant Agreement, dated December 1, 2022, by and among the Company, Continental Stock Transfer &amp; Trust Company, and American Stock &amp; Trust Company, LLC, as warrant agent.</u></a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, Waldencast plc has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Waldencast plc  
\_\_\_\_\_  
(Registrant)

Date: December 5, 2022

By: /s/ Michel Brousset  
Name: Michel Brousset  
Title: Chief Executive Officer

**AMENDMENT OF  
WARRANT AGREEMENT**

THIS AMENDMENT OF WARRANT AGREEMENT (this “*Amendment*”), is made as of December 1, 2022 (the “*Amendment Effective Date*”), by and among Waldencast plc, a Jersey public company (f/k/a Waldencast Acquisition Corp., a Cayman Islands exempted company) (the “*Company*”), Continental Stock Transfer & Trust Company, a New York corporation, as Warrant Agent (“*Continental*”), and American Stock Transfer & Trust Company, LLC a New York limited liability trust company (“*AST*”).

WHEREAS, the Company and Continental are parties to that certain Warrant Agreement, dated as of March 15, 2021 (the “*Existing Warrant Agreement*”);

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings given to such terms in the Existing Warrant Agreement;

WHEREAS, Continental has agreed to resign its duties as the Warrant Agent as of the date hereof, and AST has agreed to serve as successor Warrant Agent from and after the date hereof; and

WHEREAS, pursuant to Section 8.2 of the Existing Warrant Agreement, if the office of the Warrant Agent becomes vacant, then the Company shall appoint in writing a successor Warrant Agent.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Warrant Agent Succession and Resignation of Current Warrant Agent and Appointment of Successor.** Effective as of the Amendment Effective Date, Continental resigns as Warrant Agent, and the Company hereby appoints AST to act as the Warrant Agent, and AST hereby accepts such appointment and agrees to perform all duties of the Warrant Agent in accordance with the terms and conditions set forth in the Existing Warrant Agreement as modified by this Amendment.

**2. Amendment of Existing Warrant Agreement.** The parties hereby amend, the Existing Warrant Agreement as follows:

*2.1 Change in Warrant Agent.* All References to “Continental Stock Transfer & Trust Company” in the Existing Warrant Agreement shall be replaced with “American Stock Transfer & Trust Company.”

2.2 *Change of Address of Warrant Agent and Company.* The second paragraph of Section 9.2 of the Existing Warrant Agreement is hereby amended and restated in its entirety to read as follows:

“Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

American Stock Transfer & Trust Company  
48 Wall Street  
New York, NY 10005  
Email: Reorgwarrants@astfinancial.com

### 3. Miscellaneous Provisions.

3.1 *Conflicts.* Except as modified herein, all other terms and conditions of the Existing Warrant Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of the Existing Warrant Agreement and this Amendment, the terms of this Amendment shall govern

3.2 *Successors.* All the covenants and provisions of this Amendment by or for the benefit of the parties shall bind and inure to the benefit of their respective successors and assigns.

3.3 *Applicable Law.* The validity, interpretation, and performance of this Amendment and of the Warrants shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction

3.4 *Entire Agreement.* The Existing Warrant Agreement, as modified by this Agreement, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

3.5 *Counterparts.* This Amendment may be executed in any number of original or facsimile 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.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**WALDENCAST PLC**

By: /s/ Michel Brousset  
Name: Michel Brousset  
Title: Chief Executive Officer

**CONTINENTAL STOCK TRANSFER & TRUST  
COMPANY**

By: /s/ Leicia Savinetti  
Name: Leicia Savinetti

**AMERICAN STOCK TRANSFER & TRUST  
COMPANY**

By: /s/ Margot Jordan  
Name: Margot Jordan

[Signature Page to Amendment of Warrant Agreement]

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