
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 OF
THE SECURITIES EXCHANGE ACT OF 1934

For the month of July 2018

Commission File Number: 001-35145

Link Motion Inc.

No. 4 Building
11 Heping Li East Street
Dongcheng District
Beijing 100013
The People's Republic of China
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of 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): _____

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, thereunto duly authorized.

Link Motion Inc.

By: /s/ Vincent Wenyong Shi
Name: Vincent Wenyong Shi
Title: Chairman and Chief Operating Officer

Date: July 23, 2018

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Press Release
Exhibit 99.2	Material Terms of the Subscription Agreement

**Link Motion Welcomes China AI Capital Limited as New
Anchor Shareholder; Announces Changes to its Board of Directors**

BEIJING – July 19, 2018 – Link Motion Inc., (NYSE: LKM), a leading smart car and smart ride company, today welcomes China AI Capital Limited (“China AI”) as a new anchor shareholder and announces corresponding changes to its board of directors.

China AI agreed to invest US\$ 20 million into the Company by purchasing 70,175,439 Class B common shares (Class B Shares), or the economic equivalent of 14,035,088 American depository shares (ADSs) each representing five (5) Class A common shares for a purchase price of \$0.285 per Class B Share, or the equivalent of \$1.425 per ADS. This represents a 25% premium over the closing price per share on July 16, 2018 of the ADSs on the New York Stock Exchange. At the time of the signing of the subscription agreement for the purchase of the Class B Shares, China AI paid an initial US\$10 million of the total US\$20 million purchase price. The remaining US\$10 million of the aggregate purchase price is scheduled to be paid, subject to certain customary conditions, on or before September 19, 2018. Each Class B Share, like all of the Company’s other 50.35 million Class B common shares outstanding prior to the transaction, has ten votes per share, providing our new anchor shareholder with an effective control position and a powerful incentive to contribute mightily to the Company’s success.

In conjunction with China AI’s investment, the Company today also announced changes to its board of directors. Effective today, the Company has appointed Mr. Rui Chi and Mr. Bruson Li as new members of its board of directors. In addition, Mr. Ding Chun has tendered his resignation as an independent director of the Company effective immediately due to personal reasons.

Mr. Rui Chi is a highly respected senior banker with more than 20 years of financial industry experience. Mr. Chi has held important positions in many recognized financial institutions in China and abroad, including Morgan Stanley, Credit Suisse, Deutsche Bank, and China Merchants Bank. Mr. Chi graduated from Nankai University.

“I’m excited to be joining Link Motion’s board at this exciting inflection point,” said Mr. Rui Chi. “I believe the Company’s future in the Smart Ride and Smart Car space attractively positions them in some of the most important growth sectors of the future. I look forward to helping to bring the Company new partnerships and other opportunities in the internet and automotive industries.”

Mr. Bruson Li is currently the founder and CEO of HH Medical Group which provides online medical consulting services. He has more than 10 years’ experience in business operations and strategic investments. Mr. Li was formerly an executive vice president of NQ Mobile Inc from 2010 to 2015. He graduated from Beijing Jiaotong University with a B.S. in Computer Engineering.

“I believe Link Motion’s future is brighter than it has ever been,” said Mr. Li. “I am very pleased to have this opportunity to rejoin this Company and I look forward to helping the Company achieve its greatest value and achievements yet in the future.”

“I would first like to thank Mr. Ding Chun for his contributions to the Board of Directors and his service. At the same time, we welcome China AI as an important and strategic new shareholder.” Said Dr. Vincent Wenyong Shi, Chairman of Link Motion Inc. “We are excited about Mr. Chi and Mr. Li joining our Board. We look forward to joining together with them and others as we focus on executing our Smart Ride and Smart Car business.”

On July 19, 2018, pursuant to the terms of a subscription agreement entered into on that date (the "Subscription Agreement") by and between Link Motion Inc. (the "Company") and China AI Capital Limited, a company incorporated and existing under the laws of the British Virgin Islands ("Investor"), Investor subscribed for and purchased from the Company, and the Company issued and sold to Investor, 70,175,439 previously-authorized shares (the "Acquired Shares") of the Company's Class B common shares, par value U.S.\$0.0001 per share (the "Class B Shares"), for a purchase price of U.S.\$0.285 per Class B Share, or an aggregate purchase price of U.S.\$20,000,000 (TWENTY MILLION U.S. DOLLARS) (the "Purchase Price"). The offer and sale of the Acquired Shares were carried out without registration thereof under the U.S. Securities Act of 1933, as amended (the "Securities Act"), in compliance with and in reliance upon the provisions of Regulation S ("Regulation S") under the Securities Act.

Under the terms of the Company's Sixth Restated and Amended Memorandum of Association and Sixth Restated and Amended Articles of Association, each as amended to date (the "Memorandum and Articles"), each of the 70,175,439 Acquired Shares, like all of the Company's previously issued and outstanding 50,352,968 Class B common shares, has voting rights of ten (10) votes per Class B Share. Each of the Company's previously issued and outstanding 439,581,997 Class A common shares, par value U.S.\$0.0001 per share (the "Class A Shares"), including 423,254,430 Class A Shares represented by American Depositary Shares ("ADSs"), each ADS representing five (5) Class A Shares but excluding 4,382,760 Class A Shares that have been reserved to cover the exercise of options for 876,552 ADSs and 5,994,655 Class A Shares that have been repurchased by the Issuer and are held in treasury, has voting rights of one (1) vote per Class A Share. Therefore, on the date hereof, Investor has and, assuming delivery of the Final Payment (as defined below) and that all other conditions set forth in the Subscription Agreement are met, will have, a total of 701,754,390 votes on all matters presented to a vote of the Company's shareholders. This represents a total of approximately 42.7% of all the votes eligible to be cast by shareholders of the Company.

Upon the execution of the Subscription Agreement, (i) Investor paid the Company U.S.\$10,000,000 (TEN MILLION U.S. DOLLARS), by wire transfer of immediately available funds, as the initial payment on account of the Purchase Price (the "Initial Payment"), and the Company issued and delivered to Investor all of the Acquired Shares, free and clear of any liens or other restrictions whatsoever (other than those arising under U.S. state or federal securities laws or Cayman Islands law). 50% of the Acquired Shares were recorded as "fully paid," shares, and the remaining 50% of the Acquired Shares were recorded as "nil paid" shares subject to the Purchase Price being paid in full pursuant to, and the other terms contained in, the terms of the Subscription Agreement, as described below.

Payment in full of the remaining amount of the Purchase Price is to occur on or prior to September 19, 2018, or on a subsequent Business Day agreed between the Company and Investor, as promptly as reasonably practicable after the satisfaction or waiver of the conditions set forth in the Subscription Agreement, but in any event. On that date Investor shall deliver to the Company by wire transfer in immediately available an amount in U.S. dollars equal to (i) the Purchase Price for the Acquired Shares minus (ii) the Initial Payment (the "Final Payment"). Upon receipt of the Final Payment, all of the Acquired Shares will be recorded as "fully paid" shares. In addition to standard and usual condition for transactions of this type, the above actions are subject to the following specific conditions:

(i) the Company shall have prepared and delivered to the Investor a plan for improving its internal corporate governance and shall have provided "due diligence" information in form and substance reasonably acceptable to the Investor;

(ii) the Company shall have prepared and filed with the Securities and Exchange Commission (the "SEC"), its annual report on Form 20-F for the year ended December 31, 2017 meeting, in all material respects, the requirements of such form;

(iii) there shall not have occurred any change in the Company's business, financial position or results of operations (including, without limitation, any material adverse change in the Company's Cash Position or Outstanding Debt); and

(iv) The two persons nominated as directors of the Company by Investor shall have been duly appointed as directors.

In the event that the Closing has not occurred by September 19, 2018, the Company shall, and Investor has acknowledged and agreed that the Company is empowered to, declare the portion of the Acquired Shares that has not been fully paid forfeited to the Company and to cancel such unpaid portion of the Acquired Shares. Investor has agreed to take all actions and deliver all documents and instruments reasonably requested by the Company to enable the Company to declare any unpaid portion of the Acquired Shares forfeited to the Company and to cancel those Acquired Shares.

In the Subscription Agreement, the Company and Investor made certain representations and warranties that are customary in transactions of this type. In addition, the Company covenanted and agreed with Investor that, upon execution of the Subscription Agreement, Investor shall have a right to nominate two (2) directors to the Company's board of directors, to be appointed, so long as such nominees are qualified, in the reasonable determination of the Board, to serve as directors of the Company. The previous terms of this paragraph notwithstanding, if payment in full of the Purchase Price is not timely received by the Company and the issuance and sale of the unpaid portion of the Acquired Shares is unwound pursuant to the terms of the Subscription Agreement, the number of Investor nominees as director of the Company shall be reduced effective immediately from two (2) to one (1) and Investor shall take such action as may be necessary or appropriate to ensure that one (1) of its two (2) nominees that have been appointed as directors of the Company by the Board shall promptly submit his or her resignation as a director.

In addition, Investor has agreed in the Subscription Agreement to use commercially reasonable efforts to enter into a Strategic Advisory Agreement with the Company, in form and substance reasonably acceptable to the board of directors of the Company, under the terms of which Investor shall commit to use its best efforts to assist the Company to attract additional strategic investors and to establish cooperation agreements with recognized players in the car industry, in each case reasonably acceptable to the board of directors of the Company.

In addition, Investor has agreed, for itself and for its representatives, to certain customary confidentiality provisions contained in the Subscription Agreement and the Company has agreed to furnish to the SEC certain information on a current report on Form 6-K in order to make public confidential information provided to the Investor. The Company has also agreed to file with the SEC its Annual Report on Form 20-F for the year ended December 31, 2017 as soon as reasonably practicable.

The parties have agreed that the Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to the Subscription Agreement shall be governed by and construed in accordance with the substantive laws of Hong Kong, without giving effect to the principles of conflicts of law thereof.

All capitalized terms not defined herein shall have the meanings ascribed thereto in the Subscription Agreement.
