

SKINVISIBLE INC  
Form SC 13D/A  
November 03, 2016

**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D/A**

**(Amendment No. 1)\***

**Under the Securities Exchange Act of 1934**

**Skinvisible, Inc.**

(Name of Issuer)

**Common Stock, \$0.001 Par Value**

(Title of Class of Securities)

**830703104**

(CUSIP Number)

**Terry Howlett**

**Skinvisible, Inc.**

**6320 South Sandhill Road, Suite 10, Las Vegas, NV 89120**

(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

**June 30, 2012**

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No.: 78348J105

Schedule 13D/A

NAMES OF REPORTING PERSONS.

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (Entities Only):

1

Terry Howlett  
CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a)

(b)   
SEC USE ONLY

3

SOURCE OF FUNDS (See Instructions)

4

PF  
CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)   
CITIZENSHIP OR PLACE OF ORGANIZATION

6

US and Canada  
SOLE VOTING POWER

NUMBER OF

7

SHARES

126,557,180 (1)

BENEFICIALLY 8 SHARED VOTING POWER

OWNED BY

EACH 0  
 REPORTING SOLE DISPOSITIVE POWER

PERSON 9

WITH 126,557,180 (1)  
 SHARED DISPOSITIVE POWER

10

0  
 AGGREGATE AMOUNT  
 BENEFICIALLY OWNED BY EACH  
 REPORTING PERSON

11

126,557,180  
 CHECK IF THE AGGREGATE  
 AMOUNT IN ROW (11) EXCLUDES  
 CERTAIN SHARES (See Instructions)

12

0  
 PERCENT OF CLASS REPRESENTED  
 BY AMOUNT IN ROW (11)

13

52.15% (2)  
 TYPE OF REPORTING PERSON (See  
 Instructions)

14

IN

(1) Includes 7,723,248 shares held in his name as indicated on our shareholder list and 118,833,932 shares of common stock that may be acquired under the principal balance and accrued interest under debt conversion agreements, warrants that may be exercised upon the above conversions to purchase one shares for every two shares acquired in the conversions, and options that may be exercised immediately to purchase shares of common stock.

(2) Based on a total of 123,835,319 shares of the Issuer's common stock outstanding as of November 2, 2016, including the derivative securities set forth in Note 1 above which are deemed outstanding for purposes of computing the percentage of outstanding securities on this Schedule 13D/A.

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This Schedule 13D Amendment No. 1 (this "Schedule 13D/A") amends the following section of the Schedule 13D filed with the Securities and Exchange Commission on February 24, 2012 (the "Schedule 13D").

**Item 2. IDENTITY AND BACKGROUND.**

This Schedule 13D/A is being filed by Terry Howlett, a citizen of Canada and the United States (the “Reporting Person”). The Reporting Person is currently employed by the Issuer as CEO and director. The Reporting Person’s business address is c/o Skinvisible, Inc. 6320 South Sandhill Road, Suite 10, Las Vegas, NV 89120.

During the last ten years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

Item 3 of Schedule 13D is supplemented and amended by the information below.

- 1) On June 30, 2012, the Issuer issued a promissory note to the Reporting Person in the principal amount of \$105,642.86 in consideration of accrued salary and bonuses due from January 1, 2011 to June 30, 2011. The note bears interest at 10% per annum and matures on June 30, 2017. The note provides the Reporting Person the right to convert the principal amount of the loan into common stock at \$0.04 per share at any time until June 30, 2017. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 1,320,536 shares of common shares at a strike price of \$0.05 per share.
- 2) On December 31, 2012, the Issuer issued a promissory note to the Reporting Person in the principal amount of \$45,156.03 in consideration of accrued salary and bonuses due from July 1, 2012 to December 31, 2012. The note bears interest at 10% per annum and matures on December 31, 2017. The note provides the Reporting Person the right to convert the principal amount of the loan into common stock at \$0.03 per share at any time until December 31, 2017. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 752,600 shares of common shares at a strike price of \$0.04 per share.
- 3) July 11, 2013, the Issuer issued a promissory note to the Reporting Person in the principal amount of \$62,490.56 in consideration of accrued salary and bonuses due from January 1, 2013 to June 30, 2013. The note bears interest at 10% per annum and matures on July 11, 2018. The note provides the Reporting Person the right to convert the principal amount of the loan into common stock at \$0.03 per share at any time until July 11, 2018. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 1,041,500 shares of common shares at a strike price of \$0.04 per share.

- 4) On December 31, 2013, the Issuer issued a promissory note to the Reporting Person in the principal amount of \$77,514.89 in consideration of accrued salary and bonuses due from July 1, 2013 to December 31, 2013. The note bears interest at 10% per annum and matures on December 31, 2018. The note provides the Reporting Person the right to convert the principal amount of the loan into common stock at \$0.02 per share at any time until December 31, 2018. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 1,937,873 shares of common shares at a strike price of \$0.03 per share.
- 5) On December 31, 2013, the Issuer granted the Reporting Person the right to convert accrued interest owed of \$64,520.00 into common stock at prices ranging from \$0.03 to \$0.04 per share. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 858,155 shares of common shares at a strike price of \$0.02 per share.
- 6) On June 30, 2014, the Issuer issued a convertible promissory note to the Reporting Person to convert his accrued compensation of \$63,114.63 as of June 30, 2014 into common stock at \$0.025 per share at any time until June 30, 2019. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 1,262,300 shares of common shares at a strike price of \$0.03 per share.
- 7) On September 30, 2014, the Issuer issued a convertible promissory note to the Reporting Person to convert his accrued compensation of \$36,150.30 as of September 30, 2014 into common stock at \$0.04 per share at any time until September 30, 2019. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 451,875 shares of common shares at a strike price of \$0.05 per share.
- 8) On December 31, 2014, the Issuer issued a convertible promissory note to the Reporting Person to convert his accrued compensation of \$34,092.30 as of December 31, 2014 into common stock at \$0.04 per share at any time until December 31, 2019. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 426,154 shares of common shares at a strike price of \$0.05 per share.
- 9) On December 31, 2014, the Issuer granted the Reporting Person the right to convert accrued interest owed of \$14,447 into common stock at prices ranging from \$0.01 to \$0.04 per share. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 251,396 shares of common shares at a strike price of \$0.02 per share.
- 10) On December 31, 2015, the Issuer granted the Reporting Person the right to convert accrued interest owed of \$79,231 into common stock at prices ranging from \$0.01 to \$0.04 per share. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 1,168,526 shares of common shares at a strike price of \$0.03 per share.
- 11) On December 31, 2015, the Issuer granted the Reporting Person the right to convert his accrued compensation of \$177,213.33 as of December 31, 2015 into common stock at \$0.02 per share at any time until December 31, 2020. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 4,430,333 shares of common shares at a strike price of \$0.03 per share.
- 12) On December 31, 2015, the Issuer issued a convertible promissory note to the Reporting Person to convert his loan of \$9,000 into common stock at \$0.02 per share at any time until December 31, 2020. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 225,000 shares of common shares at a strike price of \$0.02 per share.
- 13) On Feb 10, 2016, the Reporting Person was granted a five year option to purchase 1,700,000 shares of common stock at an exercise price of \$0.02 per share under the Issuer's Stock Option Plan dated July 17, 2006.

14) On June 30, 2016, the Issuer issued a promissory note to the Reporting Person in the principal amount of \$98,480.00 in consideration of accrued salary and bonuses due from January 1, 2016 to June 30, 2016. The note bears interest at 10% per annum and matures on June 30, 2021. The note provides the Reporting Person the right to convert the principal amount of the loan into common stock at \$0.02 per share at any time until June 30, 2021. If exercised, the Issuer also agreed to issue a three year warrant to purchase an aggregate amount of 2,462,000 shares of common shares at a strike price of \$0.02 per share.

15) On October 20, 2016, the Issuer renewed a convertible promissory note to the Reporting Person dated December 31, 2011 for his accrued compensation of \$415,657.03 convertible into common stock at \$0.01 per share at any time until December 31, 2019. If exercised, the Issuer also agreed to issue a three year warrant to the Reporting Person to purchase an aggregate amount of 20,782,800 shares of common shares at a strike price of \$0.02 per share.



**Item 5. INTEREST IN SECURITIES OF THE ISSUER.**

Item 5 of Schedule 13D is supplemented and amended by the information below.

Reference is made to the disclosure set forth under Item 3 of this Schedule 13D/A, which disclosure is incorporated herein by reference.

**Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.**

Reference is made to the disclosure set forth under Items 3, 5 and 7 of this Schedule 13D/A, which disclosure is incorporated herein by reference.

**Item 7. MATERIAL TO BE FILED AS EXHIBITS.**

See attached promissory notes dated December 31, 2015, June 30, 2016, and October 20, 2016

**SIGNATURES**

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: November 2, 2016    By: */s/ Terry Howlett*  
Terry Howlett