

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): February 23, 2007

**STRATIVATION, INC.**

(Exact name of Registrant as specified in charter)

Delaware  
(State or other jurisdiction  
of incorporation)

0-26285  
(Commission File Number)

87-0419387  
(IRS Employer  
Identification Number)

10900 Wilshire Boulevard, Suite 500,  
Los Angeles, California 90024  
(Address of principal executive offices)

Registrant's telephone number, including area code: (310) 208-1182

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.

- 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 240.13(e)-4(c))
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*This Current Report on Form 8-K and other reports filed by the Registrant from time to time with the Securities and Exchange Commission (collectively the "Filings") contain forward looking statements and information that are based upon beliefs of, and information currently available to, the Registrant's management, as well as estimates and assumptions made by the Registrant's management. When used in the Filings the words "anticipate", "believe", "estimate", "expect", "future", "intend", "plan" or the negative of these terms and similar expressions as they relate to the Registrant or the Registrant's management identify forward looking statements. Such statements reflect the current view of the Registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors relating to the Registrant's industry, operations and results of operations and any businesses that may be acquired by the Registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.*

#### **Item 1.01 Entry into a Material Definitive Agreement**

As reported in the current report on Form 8-K of Strativation, Inc., a Delaware corporation (the "Registrant") filed on January 22, 2007, which is incorporated herein by reference, the Registrant entered into an Agreement and Plan of Merger ("Merger Agreement") with CNS Merger Corporation, a California corporation and wholly-owned subsidiary of the Registrant ("MergerCo"), and CNS Response, Inc., a California corporation ("CNSR"), effective January 16, 2007.

Pursuant to the Merger Agreement, the Registrant's obligation to complete the transactions contemplated therein is contingent upon the completion of a private placement of investment units consisting of common stock and warrants ("Investment Units") that would result in approximately \$10 million in gross proceeds to the Registrant (the "Offering"). Additionally, the Merger Agreement provides that either the Registrant or CNSR may terminate the Merger Agreement if the merger of MergerCo into CNSR is not completed by February 28, 2007 ("Expiration Date").

On February 23, 2007, the Registrant, MergerCo and CNSR agreed to amend the Merger Agreement (the "Amendment") to decrease the number of Investment Units necessary for the completion of the Offering and the offering price thereof, thereby reducing the minimum proceeds of the offering to \$7,005,000. Additionally, the Amendment extends the Expiration Date of the Merger Agreement from February 28, 2007 to March 15, 2007.

The respective boards of directors of the Registrant, MergerCo, and CNSR have each approved the Amendment and the terms thereof.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

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**Item 9.01 Financial Statements and Exhibits**

Exhibit No.

Document

10.1

Amendment No. 1 to Agreement and Plan of Merger, dated February 23, 2007.

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**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.

Date: February 28, 2007

STRATIVATION, INC.

By: /s/ Silas Phillips

Silas Phillips

Chief Executive Officer

EXHIBIT 10.1

**AMENDMENT NO. 1  
TO  
AGREEMENT AND PLAN OF MERGER**

This AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (the "*Amendment*"), dated as of February 23, 2007 (the "*Effective Date*") is made and entered into by and among Strativation, Inc., a Delaware corporation ("*STRV*"), CNS Merger Corporation, a California corporation and wholly-owned subsidiary of STRV ("*MergerCo*"), and CNS Response, Inc., a California corporation ("*CNSR*"). STRV, MergerCo and CNSR are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*."

**PRELIMINARY STATEMENT**

A. On January 16, 2007, the Parties entered into an Agreement and Plan of Merger (the "*Merger Agreement*") pursuant to which the Parties will effect the acquisition of CNSR by STRV through the statutory merger of MergerCo with and into CNSR (the "*Merger*"), upon the consummation of which MergerCo will cease to exist as a separate entity and CNSR will survive as a wholly-owned subsidiary of STRV.

B. The parties desire to amend the provisions of the Merger Agreement on the terms and conditions set forth herein to (i) change the definition of "Equity Financing" to provide for a lower minimum financing amount required for closing, and (ii) amend the termination provisions of the Merger Agreement, to allow the parties to complete the process of collecting subscriptions for the Equity Financing.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and undertakings this Agreement contains, the parties hereto hereby agree as follows:

1. **Amendment to Section 7.2.12.** The Agreement is hereby amended to replace Section 7.2.12 with the following:

"7.2.12 *Equity Financing.* Signed subscriptions shall have been received to purchase no less than 5,837,500 shares of STRV Common Stock and warrants to purchase 1,751,250 shares of STRV Common Stock at \$1.80 per share, in a private placement offering exempt from registration under the Securities Act pursuant to Regulation D promulgated thereunder and otherwise pursuant to the terms outlined on Exhibit A-1 ("*Equity Financing*"), which subscriptions shall represent gross proceeds of not less than \$7,005,000, with such gross proceeds having been fully funded into an escrow account established for the Equity Financing the release of which to STRV is conditioned only upon the Closing of the

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Merger, and STRV's acceptance of such subscriptions simultaneous to or after the Closing. The subscription agreements executed and delivered in connection with the Equity Financing shall be in the form attached hereto as Exhibit A-2 (the "*Subscription Agreements*"), and all other agreements, documents and instruments contemplated by the Subscription Agreements shall have been executed and delivered, as provided therein. CNSR shall be satisfied that the offer and sale of the shares in the Equity Financing were made in compliance with the requirements under the Securities Act."

**2. Amendment to Section 8.1.3.** The Agreement is hereby amended to replace Section 8.1.3 with the following:

"8.1.3 by either STRV or CNSR if the Merger shall not have been consummated on or before March 15, 2007 (other than as a result of the failure of the Party seeking to terminate this Agreement to perform its obligations under this Agreement required to be performed at or prior to the Effective Time)."

**3. Amendment to Exhibits A-1 and A-2.** The Agreement is hereby amended to replace Exhibit A-1 and Exhibit A-2 with the Amended and Restated Confidential Private Placement Memorandum, dated February 2007, attached hereto as Exhibit A-1, and the Subscription Agreement, attached hereto as Exhibit A-2, respectively.

**4. Ratification of Remaining Terms.** Except as set forth above, the remaining terms and conditions of the Merger Agreement shall not be amended by this Amendment and shall remain in full force and effect, and binding in accordance with their respective terms.

**5. Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Agreement as of the date first above written.

**CNS Response, Inc.**

By: \_\_\_\_\_  
Name: Leonard J. Brandt  
Title: Chief Executive Officer

**Strativation, Inc.**

By: \_\_\_\_\_  
Name: Silas Phillips  
Title: Chief Executive Officer

**CNS Merger Corporation**

By: \_\_\_\_\_  
Name: Silas Phillips  
Title: Chief Executive Officer