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

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FORM 8-K

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CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 18, 2008 (September 16, 2008)

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**BlastGard International, Inc.**

*(Exact name of registrant as specified in its charter)*

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**Colorado**  
*(State or other jurisdiction  
of incorporation)*

**333-47294**  
*(Commission  
File Number)*

**84-1506325**  
*(I.R.S. Employer  
Identification No.)*

**2451 McMullen Booth Road, Suite 207, Clearwater, Florida 33759-1362**  
*(Address of principal executive offices) (Zip Code)*

Registrant's telephone number, including area code (727) 592-9400

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*(Former name or former address, if changed since last report)*

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**

The December 2004 Debt became due and payable on August 29, 2008. However, pursuant to a Revised and Amended Sixth Waiver and Modification Agreement dated as of September 16, 2008, the Senior Lenders received the payment of default interest calculated at the rate of 21% per annum (versus 8%) for the period April 1, 2008 through September 30, 2008 as consideration to extend the Maturity Date of the Notes to November 1, 2008. Commencing October 1, 2008 and thereafter, the interest rate shall revert to an amount equal to 8% per annum. In addition, the holders of the December 2004 Debt agreed to convert an aggregate of \$124,093.19 in principal and accrued interest therein at a conversion price of \$.10 per share.

**Item 901. Financial Statements and Exhibits.**

<u>Exhibit</u>	<u>Description</u>
<a href="#">10.1</a>	Revised and Amended Sixth Waiver and Modification Agreement, dated September 16, 2008. (Filed herewith.)

**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.

**BLASTGARD INTERNATIONAL, INC.**

By: /s/ ANDREW MCKINNON  
Andrew McKinnon,  
Chief Executive Officer

Date: September 18, 2008

**REVISED AND AMENDED SIXTH WAIVER AND MODIFICATION AGREEMENT**

This REVISED AND AMENDED SIXTH WAIVER AND MODIFICATION AGREEMENT (“Sixth Modification”) is made and entered into as of September 5, 2008, by and between BLASTGARD INTERNATIONAL, INC., a Colorado corporation (the “Company”), and the holders identified on the signature page hereto (each a “Holder” and collectively the “Holders”). Capitalized terms used but not defined herein will have the meanings assigned to them in the Subscription Agreement (as defined below).

WHEREAS, the Company and the Holders entered into a Subscription Agreement dated as of December 2, 2004 (the “Subscription Agreement”); and

WHEREAS, Holders entered into a Modification and Waiver Agreement dated December 6, 2005 (Modification) as amended on June 7, 2006 (Second Modification), July 20, 2006 (Third Modification), March 20, 2007 (Fourth Modification) and on March 20, 2008 (Fifth Modification); and

WHEREAS, the Notes came due on the date hereof (i.e. August 29, 2008) and the Holders are willing and the Company agrees to the modification of certain rights under the Notes.

NOW, THEREFORE, the Company and the Holders hereby agree as follows:

SECTION 1. Extension of Maturity Date of the Note. As consideration of the payment of default interest calculated at the rate of 21% per annum for the period April 1, 2008 through September 30, 2008, the Holders agree to extend the Maturity Date of the Notes to November 1, 2008 (the “Revised and Extended Maturity Date”). Commencing October 1, 2008 and thereafter, the interest rate shall revert to an amount equal to 8% per annum. All terms described in the Fifth Modification shall remain in full force and effect, except for those described in this Sixth Modification.

SECTION 2. Conversion. Each Holder agrees to convert at a conversion price of \$.10 per share, the amount of principal, accrued interest and penalty interest set forth beside each Holder’s name in accordance with Schedule A appended hereto.

SECTION 3. Interest. Commencing October 1, 2008 and on the first day of each month thereafter, interest shall be payable monthly in arrears at the rate of 8% per annum.

SECTION 4. Miscellaneous.

(a) Amendments. The Transaction Documents described in the Subscription Agreement of December 2, 2004, as amended by six Modification Agreements, represent the entire agreements among the parties. This Agreement and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

(b) Counterparts. This Sixth Modification may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

(c) Governing Law. This Sixth Modification will be governed by and interpreted in accordance with the laws of the State of New York without giving effect to the rules governing the conflicts of law.

(d) Headings. The headings in this Sixth Modification are for purposes of reference only, and will not limit or otherwise affect any of the terms hereof.

(e) Severability. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF, the Company and the Holder have caused this Sixth Modification to be executed as of the date first written above.

BLASTGARD INTERNATIONAL, INC.

By: /s/ Michael J. Gordon  
Michael J. Gordon, Chief Financial Officer

“HOLDERS”:

ALPHA CAPITAL ANSTALT

By: \_\_\_\_\_  
(authorized officer)

/s/ Steven Gold  
STEVEN GOLD

GENESIS MICROCAP INC.

By: /s/ Mat Drillman  
(authorized officer)

/s/ Asher Brand  
ASHER BRAND

TRW HOLDINGS PTY LIMITED

By: /s/ Gerry McGowan  
(authorized officer)