

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
RULE 13d-2(a)

(Amendment No. 1)<sup>1</sup>

Synchronoss Technologies, Inc.  
(Name of Issuer)

Common Stock, par value \$0.0001 per share  
(Title of Class of Securities)

87157B103  
(CUSIP Number)

DANIEL B. WOLFE  
180 DEGREE CAPITAL CORP.  
7 N. Willow Street, Suite 4B  
Montclair, NJ 07042  
Telephone: 973-746-4500

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 15, 2023  
(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 Rule 13d-1(e), 13d-1(f) or 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 Rule 13d-7 for other parties to whom copies are to be sent.

<sup>1</sup> 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).

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1	NAME OF REPORTING PERSONS: 180 Degree Capital Corp.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) X (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,514,543 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,514,543 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,514,543 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) 8.1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IV	

1	NAME OF REPORTING PERSONS: Kevin M. Rendino	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) X (b)	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 28,768 shares
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 28,768 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 28,768 shares	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)	
13	PERCENT OF CLASS REPRESENTED IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned ("Amendment No. 2"). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

**Item 2. Identity and Background.**

Item 2 is hereby amended and restated as follows:

(a)-(c) This Schedule 13D is being filed by the following persons (each, a "Reporting Person" and collectively, the "Reporting Persons"):

(1) 180 Degree Capital Corp., a New York Corporation ("180 Degree Capital") is a registered closed-end management investment company. Set forth on Schedule A annexed hereto ("Schedule A") is the name and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each of the executive officers and directors of 180 Degree Capital. To the best of 180 Degree Capital's knowledge, except as otherwise set forth herein, none of the persons listed on Schedule A beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein. The principal business address of 180 Degree Capital is 7 N. Willow Street, Suite 4B, Montclair, New Jersey 07042. The principal business of 180 Degree Capital is to generate capital appreciation and current income from investments and investment-related activities such as managed funds.

(2) Kevin M. Rendino, as an individual. The principal business address of Mr. Rendino is 7 N. Willow Street, Suite 4B, Montclair, New Jersey 07042. The principal business of Mr. Rendino is serving as Chairman of the Board of Directors, Chief Executive Officer and Portfolio Manager of 180 Degree Capital Corp. Mr. Rendino is also a member of the Board of Directors of the Issuer.

Each of the Reporting Persons is party to that certain Group Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(d)(e) In the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or were a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result were 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.

(f) 180 Degree Capital Corp. is organized under the laws of the State of New York. The citizenships of the persons listed on Schedule A are set forth thereon. Mr. Rendino is a citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Consideration.**

Item 3 is hereby amended and restated as follows:

(1) The aggregate purchase price of the 7,514,543 shares of Common Stock of the Issuer is \$12,991,120, including brokerage commissions. The source of funds for acquiring the foregoing shares of Common Stock was working capital the Reporting Person and a separate account managed by the Reporting Person.

(2) The aggregate purchase price of the 28,768 shares of Common Stock of the Issuer beneficially and jointly owned by Mr. Rendino and his spouse is \$130,469, including brokerage commissions. The source of funds for acquiring the foregoing shares of Common Stock was personal funds of this Reporting Person.

**Item 5. Interest in the Securities of the Issuer**

Items 5(a)-(d) are hereby amended and restated as follows:

(a)(b) See rows (11) and (13) of the cover pages of this Schedule 13D for the aggregate number of shares of Common Stock and percentage of outstanding shares of Common Stock beneficially owned by each Reporting Person. The aggregate percentage of shares of Common Stock reported owned by each person herein is Based upon a total of 93,336,771 outstanding shares of Common Stock as of November 6, 2023 as reported in the Issuer's Quarterly Report on Form 10-Q filed with the

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Securities and Exchange Commission on November 8, 2023., the Reporting Person's shares represent approximately 8.1% of the outstanding shares of Common Stock.

Mr. Rendino, in his role as Chief Executive Officer and Portfolio Manager of 180 Degree Capital, and Daniel B. Wolfe, in his role as President and Portfolio Manager of 180 Degree Capital, share dispositive and voting power for shares of Common Stock owned by 180 Degree Capital and its SMA. Except for their individual pecuniary interests therein, Messrs. Rendino and Wolfe disclaim beneficial ownership of the shares of Common Stock of the Issuer owned by 180 Degree Capital and its SMA.

(c) The following shares of Common Stock of the Issuer were acquired in open market purchases within 60 days of the filing date of this statement:

Class of Security	Shares Purchased	Price Per Share	Date of Purchase	Purchaser
Common Stock	29,444	\$3.2724	11/8/2023	180 Degree Capital Corp.
Common Stock	18,197	\$3.1653	11/9/2023	180 Degree Capital Corp.
Common Stock	6,269	\$5.0994	11/20/2023	180 Degree Capital Corp.
Common Stock	16,667	\$5.1498	11/21/2023	180 Degree Capital Corp.
Common Stock	15,646	\$5.1030	11/22/2023	180 Degree Capital Corp.
Common Stock	9,325	\$5.4657	11/27/2023	180 Degree Capital Corp.
Common Stock	2,678	\$5.4882	11/28/2023	180 Degree Capital Corp.
Common Stock	18,347	\$3.9174	12/15/2023	180 Degree Capital Corp.
Common Stock	28,768	\$4.4352	12/15/2023	Kevin M. Rendino

(d) The SMA is managed by 180 Degree Capital and has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of 272,261 of the shares reported in Items 7-11 and 13 of page 2 of this Schedule 13D less any fees due to 180 Degree Capital in its role as investment manager of the SMA. The SMA's economic interest is less than 5% of the subject securities reported on this Schedule 13D.

The filing of this Schedule 13D shall not be deemed an admission that each Reporting Person is, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any securities of the Issuer that it does not directly own. The Reporting Persons specifically disclaim beneficial ownership of the securities reported owned by other members of the Group that each Reporting Person does not directly own, except for each Reporting Person's pecuniary interest in 180 Degree Capital, as applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is hereby amended and restated as follows:

In conjunction with his appointment to the Issuer's Board of Directors, Mr. Rendino received an grant of options to purchase common stock of the Issuer that becomes exercisable in three equal tranches on the first, second and third anniversaries of the grant date of December 4, 2023. Mr. Rendino has assigned all economic and beneficial interest in this option (and the underlying shares of common stock) to 180 Degree Capital pursuant to an Assignment and Assumption Agreement that is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Other than described above are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Person and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities of the Issuer, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of the Issuer.

#### **Item 7. Material to be Filed as Exhibits**

Item 7 is hereby amended to add the following exhibit:

99.1 - [Joint Filing Agreement](#)

99.2 - [Assignment and Assumption Agreement by and between Kevin M. Rendino and 180 Degree Capital Corp. dated December 4, 2023.](#)

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**SIGNATURE**

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

Dated: December 18, 2023

**180 DEGREE CAPITAL CORP.**

By: /s/ Daniel B. Wolfe  
Name: Daniel B. Wolfe  
Title: President

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**SCHEDULE A**

**Directors and Executive Officers of 180 Degree Capital Corp.**

<b>Name</b>	<b>Position and Present Principal Occupation</b>	<b>Principal Business Address</b>	<b>Citizenship</b>
Kevin M. Rendino	Chairman of the Board of Directors and Chief Executive Officer	7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Daniel B. Wolfe	Director, President, Chief Financial Officer and Chief Compliance Officer	7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Alicia M. Gift	Senior Controller and Secretary	7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Robert E. Bigelow, III	Vice President of Fund Development	7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Stacy R. Brandom	Independent Director	c/o 180 Degree Capital Corp. 7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Richard P. Shanley	Independent Director	c/o 180 Degree Capital Corp. 7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA
Parker A. Weil	Independent Director	c/o 180 Degree Capital Corp. 7 N. Willow Street, Suite 4B, Montclair, NJ 07042	USA

**Exhibit 1**

**Joint Filing Agreement**

The undersigned hereby agree that a single Schedule 13D (or any amendment thereto) relating to the Common Stock of Synchronoss Technologies, Inc. shall be filed on behalf of each of the undersigned and that this Agreement shall be filed as an exhibit to such Schedule 13D.

Dated: December 18, 2023

180 Degree Capital Corp.  
By: /s/ Daniel B. Wolfe  
Name: Daniel B. Wolfe  
Title: President

Kevin M. Rendino  
By: /s/ Kevin M. Rendino  
Name: Kevin M. Rendino



**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of December 4, 2023, by and between Kevin M. Rendino (the "Assignor") and 180 Degree Capital Corp., a New York corporation (the "Assignee").

**RECITALS**

**WHEREAS**, the Assignor is the owner of 30,000 stock options for the purchase of common stock (the "Securities") of Synchronoss Technologies, Inc. (the "Company"), which Securities were granted to the Assignor on the date hereof as a result of the Assignor's position as a member of the board of directors of the Company; and

**WHEREAS**, the Assignor is serving as a member of the Company's board of directors solely on behalf of the Assignee, which holds an equity investment in the Company; and

**WHEREAS**, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume, the Assignor's economic and beneficial interest in the Securities;

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

**1. Assignment and Assumption.** The Assignor hereby assigns and transfers, and the Assignee hereby assumes, all of the Assignor's economic and beneficial interest in the Securities;

**2. Terms of the Assignment and Assumption.** The Assignor hereby acknowledges that the Assignor now holds the Securities solely for the benefit of the Assignee, which shall be entitled to any distributions or proceeds derived therefrom. In addition, the Assignor further agrees as follows:

- (a) The Assignor shall not:
  - (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, the Securities without the Assignee's express written consent;
  - (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such transaction is to be settled by delivery of other securities, in cash or otherwise, without the Assignee's express written consent; or
  - (iii) vote the Securities without express written voting instructions from the Assignee; and
- (b) The Assignor shall comply promptly with any written instructions from the Assignee with respect to the holding, disposition or voting of the Securities, and shall take all steps reasonably necessary to carry out the intent of any such instructions; and
- (c) The Assignor shall promptly deliver, or cause to be delivered, to the Assignee any distributions or other proceeds derived from the Securities, including, but not limited to, proceeds from the sale or disposition of the Securities; provided, however, that the Assignor shall be permitted to retain or receive in cash from the Assignee any such amounts as may be reasonably necessary to pay any taxes incurred personally thereby in connection with the holding or disposition of the Securities.

**4. Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (including by telecopy) to the other party.

**5. Revocability and Assignability.** This Agreement is irrevocable, and the provisions hereof shall be binding upon each of the Assignor and Assignee and each of their respective successors, assigns, heirs and legal representatives.

**6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts formed and to be performed entirely within the State of New York, without regard to the conflict of laws principles thereof, to the extent such principles would require or permit the application of the laws of another jurisdiction and the Investment Company Act of 1940, as amended (the "1940 Act"). In the event of a conflict between the laws of the State of New York and the 1940 Act, the applicable provision of the 1940 Act shall control.

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

**ASSIGNOR**

Name: /s/ Kevin M. Rendino

**ASSIGNEE**

By: /s/ Daniel B. Wolfe  
Name: Daniel B. Wolfe  
Title: President