ENVIVIO INC
Form 4
October 29, 2015

FORM 4

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

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

(Print or Type Responses)

1. Name and Address of Reporting Person *
Signes Julien

(Last) (First) (Middle)

535 MISSION STREET, 27TH FLOOR

(Street)

SAN FRANCISCO, CA 94105

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
ENVIVIO INC [ENVI]

3. Date of Earliest Transaction (Month/Day/Year)
10/27/2015

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

__X__ Director _____ 10% Owner
__X__ Officer (give title below) _____ Other (specify below)
President and CEO

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock	10/27/2015		D		2,350	D	(1)	0	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

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SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amount of Underlying Securities (Instr. 3 and 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	Amount or Number of Shares
Stock Option (right to buy)	$ 0.3	10/27/2015		D			333,333	(2)	12/07/2020	Common Stock	333,333
Stock Option (right to buy)	$ 0.3	10/27/2015		D			328,819	(2)	12/07/2020	Common Stock	328,819
Stock Option (right to buy)	$ 0.3	10/27/2015		D			50,000	(2)	05/12/2019	Common Stock	50,000
Stock Option (right to buy)	$ 3.3	10/27/2015		D			131,504	(3)	09/11/2023	Common Stock	131,504
Stock Option (right to buy)	$ 3.25	10/27/2015		D			131,503	(4)	03/25/2024	Common Stock	131,503
Stock Option (right to buy)	$ 2	10/27/2015		D			250,000	(5)	09/10/2024	Common Stock	250,000
Stock Option (right to buy)	$ 1.83	10/27/2015		D			150,000	(6)	08/10/2025	Common Stock	150,000

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Signes Julien 535 MISSION STREET, 27TH FLOOR SAN FRANCISCO, CA 94105	X		President and CEO	

Signatures

/s/ Erik E. Miller, as attorney in fact	10/29/2015
**Signature of Reporting Person	Date

Explanation of Responses:

***** If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

****** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) Disposed of pursuant to an Agreement and Plan of Merger dated September 10, 2015 (the "Merger Agreement") by and among Ericsson Inc., Cindy Acquisition Corp. ("MergerSub") and Envivio, Inc., for a cash consideration of $4.10 per share.

(2) Pursuant to the Merger Agreement, this fully vested option was converted at the effective time of the merger into a right to receive a cash payment representing the difference between the exercise price of this option and $4.10 per share.

(3) Pursuant to the Merger Agreement, this option was converted at the effective time of the merger into a right to receive: (a) a cash payment representing the difference between the exercise price of this option and $4.10 per share, payable in a lump sum as soon as reasonably practicalable following the effective time of the merger for the vested portion of the option representing 98,628 shares and (b) a cash payment representing the difference between the exercise price of this option and $4.10 per share payable in periodic payments no less frequently than on a semi-annual basis following the vesting of the unvested portion of the option as if such option continued to vest following the effective time of the merger, representing 32,876 shares.

(4) Pursuant to the Merger Agreement, this option was converted at the effective time of the merger into a right to receive: (a) a cash payment representing the difference between the exercise price of this option and $4.10 per share, payable in a lump sum as soon as reasonably practicalable following the effective time of the merger for the vested portion of the option representing 98,627 shares and (b) a cash payment representing the difference between the exercise price of this option and $4.10 per share payable in periodic payments no less frequently than on a semi-annual basis following the vesting of the unvested portion of the option as if such option continued to vest following the effective time of the merger, representing 32,876 shares.

(5)) Pursuant to the Merger Agreement, this option was converted at the effective time of the merger into a right to receive: (a) a cash payment representing the difference between the exercise price of this option and $4.10 per share, payable in a lump sum as soon as reasonably practicalable following the effective time of the merger for the vested portion of the option representing 187,500 shares and (b) a cash payment representing the difference between the exercise price of this option and $4.10 per share payable in periodic payments no less frequently than on a semi-annual basis following the vesting of the unvested portion of the option as if such option continued to vest following the effective time of the merger, representing 62,500 shares.

(6) Pursuant to the Merger Agreement, this option was converted at the effective time of the merger into a right to receive: (a) a cash payment representing the difference between the exercise price of this option and $4.10 per share, payable in a lump sum as soon as reasonably practicalable following the effective time of the merger for the vested portion of the option representing 112,500 shares and (b) a cash payment representing the difference between the exercise price of this option and $4.10 per share payable in periodic payments no less frequently than on a semi-annual basis following the vesting of the unvested portion of the option as if such option continued to vest following the effective time of the merger, representing 37,500 shares.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
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