

ANGIODYNAMICS INC
Filed by
AVISTA CAPITAL PARTNERS GP, LLC

FORM SC 13D/A
(Amended Statement of Beneficial Ownership)

Filed 11/22/16

Address	14 PLAZA DRIVE LATHAM, NY 12110
Telephone	5187981215
CIK	0001275187
Symbol	ANGO
SIC Code	3841 - Surgical and Medical Instruments and Apparatus
Industry	Medical Equipment, Supplies & Distribution
Sector	Healthcare
Fiscal Year	05/31

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

(Rule 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 2)*

AngioDynamics, Inc.
(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

03457V101
(CUSIP Number)

Ben Silbert, Esq.
65 East 55th Street, 18th Floor
New York, NY 10022
(212) 593-6900
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With a copy to:

Craig E. Marcus, Esq.
Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600

November 18, 2016
(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).

(1)	NAME OF REPORTING PERSONS Avista Capital Partners GP, LLC	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS OO	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0
	(8)	SHARED VOTING POWER 4,683,008
	(9)	SOLE DISPOSITIVE POWER 0
	(10)	SHARED DISPOSITIVE POWER 4,683,008
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,683,008	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.8%	
(14)	TYPE OF REPORTING PERSON OO	

(1)	NAME OF REPORTING PERSONS Avista Capital Partners, L.P.	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS OO	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0
	(8)	SHARED VOTING POWER 2,903,360
	(9)	SOLE DISPOSITIVE POWER 0
	(10)	SHARED DISPOSITIVE POWER 2,903,360
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,903,360	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.9%	
(14)	TYPE OF REPORTING PERSON PN	

(1)	NAME OF REPORTING PERSONS	
	Avista Capital Partners (Offshore), L.P.	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS OO	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Bermuda	
Number of Shares Beneficially Owned by Each Reporting Person With	(7)	SOLE VOTING POWER 0
	(8)	SHARED VOTING POWER 765,590
	(9)	SOLE DISPOSITIVE POWER 0
	(10)	SHARED DISPOSITIVE POWER 765,590
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 765,590	
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.1%	
(14)	TYPE OF REPORTING PERSON PN	

(1)	NAME OF REPORTING PERSONS Navilyst Medical Co-Invest, LLC
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS OO
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	(7) SOLE VOTING POWER 0
	(8) SHARED VOTING POWER 1,014,058
	(9) SOLE DISPOSITIVE POWER 0
	(10) SHARED DISPOSITIVE POWER 1,014,058
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,014,058
(12)	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.8%
(14)	TYPE OF REPORTING PERSON OO

Introduction.

This Statement on Schedule 13D/A (“Schedule 13D/A”) amends the previous Schedule 13D (the “Initial Schedule 13D”) filed on May 24, 2012, as amended by Amendment No. 1 thereto filed on August 5, 2016 (“Amendment No. 1”), by the following persons (each a “Reporting Person” and collectively the “Reporting Persons”): (1) Avista Capital Partners GP, LLC, a Delaware limited liability company (“Avista GP”); (2) Avista Capital Partners, L.P., a Delaware limited partnership (“ACP”); (3) Avista Capital Partners (Offshore), L.P., a Bermuda limited partnership (“ACP Offshore”); (4) Navilyst Medical Co-Invest, LLC, a Delaware limited liability company (“NM Co-Invest” and together with ACP and ACP Offshore, collectively the “Avista Capital Funds”), relating to the beneficial ownership of shares of common stock, par value \$0.01 per share (the “Common Stock”), of AngioDynamics, Inc., a Delaware corporation (the “Company”). Unless otherwise indicated, all capitalized terms used herein shall have the meanings set forth in the Initial Schedule 13D and, unless amended hereby, all information previously filed remains in effect.

Item 4. Purpose of Transaction.

Item 4 of the Initial Schedule 13D is amended by adding the following paragraphs immediately before the last paragraph thereof:

In connection with the underwriting agreement entered into on November 14, 2016 (the “Underwriting Agreement”) among certain of the Avista Capital Funds and Barclays Capital Inc. (the “Underwriter”) and the Agency Agreement entered into on November 14, 2016 by certain of the Avista Capital Funds (the “Agency Agreement”), on November 18, 2016 the Avista Capital Funds sold an aggregate of 2,500,000 shares of Common Stock at a price of \$15.68 per share of Common Stock (the “November 2016 Offering”). This summary description of the Underwriting Agreement and the Agency Agreement does not purport to be complete, and is qualified in its entirety by reference to the Underwriting Agreement and the Agency Agreement, copies of which are filed as Exhibit 5 and Exhibit 6, respectively, to this Schedule 13D/A.

Pursuant to the Underwriting Agreement, the Avista Capital Funds agreed with the Underwriter, subject to customary exceptions, not to offer, pledge, sell, or enter into any agreement to sell or otherwise dispose of or transfer, any shares of Common Stock or securities convertible into or exchangeable or exercisable for the shares of Common Stock, for a period of 30 days after November 14, 2016, except with the prior written consent of the Underwriter (the “Lock-Up Agreement”). This summary description of the Lock-Up Agreement does not purport to be complete, and is qualified in its entirety by reference to the form of Lock-Up Agreement, a copy of which is filed as Exhibit 5 to this Schedule 13D/A.

Item 5. Interest in Securities of the Issuer.

Item 5(a) of the Initial Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a) The aggregate number of shares of Common Stock and the percentage of total outstanding shares of Common Stock beneficially owned by the Reporting Persons is set forth below. References to percentage ownerships of shares of Common Stock in this Schedule 13D/A are based upon the 36,644,423 shares of Common Stock stated to be outstanding in the Company’s Prospectus Supplement dated November 14, 2016 and filed with the Securities and Exchange Commission on November 16, 2016. The Reporting Persons may be deemed to beneficially own an aggregate of 4,683,008 shares of Common Stock, which constitutes approximately 12.8% of the Company’s Common Stock, calculated in accordance with Rule 13d-3 under the Act. The filing of this Schedule 13D/A shall not be construed as an admission that a Reporting Person beneficially owns those shares held by any other Reporting Person.

ACP may be deemed to beneficially own 2,903,360 shares of Common Stock, which represents approximately 7.9% of the outstanding shares of Common Stock calculated in accordance with the requirements of Rule 13d-3 under the Act.

ACP Offshore may be deemed to beneficially own 765,590 shares of Common Stock, which represents approximately 2.1% of the outstanding shares of Common Stock calculated in accordance with the requirements of Rule 13d-3 under the Act.

NM Co-Invest may be deemed to beneficially own 1,014,058 shares of Common Stock, which represents approximately 2.8% of the outstanding shares of Common Stock calculated in accordance with the requirements of Rule 13d-3 under the Act.

Avista GP, as the general partner of each of ACP and ACP Offshore and the manager of NM Co-Invest, may be deemed to beneficially own an aggregate of 4,683,008 shares of Common Stock, which represents approximately 12.8% of the outstanding shares of Common Stock calculated in accordance with the requirements of Rule 13d-3 under the Act.

By virtue of the relationship described herein, the Reporting Persons may be deemed to constitute a “group” within the meaning of Rule 13d-5 under the Act. The filing of this Schedule 13D/A shall not be construed as an admission that the Reporting Persons beneficially own those shares held by another member of such group. In addition, each Reporting Person expressly disclaims beneficial ownership of any securities reported herein except to the extent such Reporting Person actually exercises voting or dispositive power with respect to such securities.

Item 5(c) of the Initial Schedule 13D is hereby amended and restated in its entirety to read as follows:

(c) Except with respect to the November 2016 Offering, the Reporting Persons have not effected any transactions in the Company's Common Stock during the past 60 days.

Item 7. Material to Be Filed as Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.	Joint Filing Agreement dated as of April 6, 2012, by and among Avista Capital Partners GP, LLC, Avista Capital Partners, L.P., Avista Capital Partners (Offshore), L.P. and Navilyst Medical Co-Invest, LLC (incorporated by reference to Exhibit 1 to the Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission on May 24, 2012).
2.	Stock Purchase Agreement, dated as of January 30, 2012, by and among AngioDynamics, Inc., NM Holding Company, Inc., the stockholders of NM Holding Company, Inc., solely with respect to, and as specified in, Sections 2.4 and 7.11(b) thereof, the optionholders of NM Holding Company, Inc. who execute joinder agreements thereto, and, solely with respect to, and as specified in, Section 2.6 and Article XII thereof, Avista Capital Partners GP, LLC, in its capacity as the sellers' representative (Incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by AngioDynamics, Inc. with the Securities and Exchange Commission on February 3, 2012).
3.	Stockholders Agreement, dated as of May 22, 2012, by and among, AngioDynamics, Inc., Avista Capital Partners, L.P., Avista Capital Partners (Offshore), LP, Navilyst Medical Co-Invest, LLC, and, solely with respect to, and as specified in, Article IV thereof, Avista Capital Holdings, L.P. (incorporated by reference to Exhibit 3 to the Schedule 13D filed by the Reporting Persons with the Securities and Exchange Commission on May 24, 2012).
4.	Escrow Agreement dated as of May 22, 2012 by and among AngioDynamics, Inc., Avista Capital Partners GP, LLC, as sellers' representative, and JPMorgan Chase Bank, National Association, as escrow agent (incorporated by reference to Exhibit 4 to the Schedule 13D filed by the Reporting Persons with the Securities Exchange Commission on May 24, 2012).
5.	Underwriting Agreement (including a form of Lock-Up Agreement as Annex III thereto), dated November 14, 2016, by and among AngioDynamics, Inc., Avista Capital Partners, L.P., Navilyst Medical Co-Invest, LLC and Barclays Capital Inc. (incorporated by reference to Exhibit 1.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 18, 2016).
6.	Agency Agreement dated November 14, 2016 between Avista Capital Partners, L.P. and Avista Capital Partners (Offshore), L.P.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 22, 2016

AVISTA CAPITAL PARTNERS, L.P.
AVISTA CAPITAL PARTNERS (OFFSHORE), L.P.
NAVILYST MEDICAL CO-INVEST, LLC

By: Avista Capital Partners GP, LLC
its General Partner or Manager

By: /s/ Ben Silbert
Name: Ben Silbert
Title: General Counsel

AVISTA CAPITAL PARTNERS GP, LLC

By: /s/ Ben Silbert
Name: Ben Silbert
Title: General Counsel

AGENCY AGREEMENT

This Agency Agreement (the “Agreement”) is made as of the 14th day of November, 2016 by and between Avista Capital Partners (Offshore), L.P., a Bermuda exempted limited partnership (the “Seller”), and Avista Capital Partners, L.P., a Delaware limited partnership (the “Agent”).

WHEREAS, in connection with the offer and sale (the “Offering”) of an aggregate of 2,500,000 shares (the “Underwritten Shares”) of common stock, \$.01 par value per share (the “Common Stock”), of AngioDynamics, Inc., a Delaware corporation (the “Company”), by certain selling stockholders pursuant to the Underwriting Agreement dated November 14, 2016 by and among the Company, Barclays Capital Inc., as underwriter (the “Underwriter”), and the selling stockholders named therein (including the Agent) (the “Underwriting Agreement”), and in order to facilitate the sale by the Seller of its pro rata share of the Common Stock to be sold in the Offering, the Agent, at the request of Seller, will sell, as agent and for the benefit and account of Seller in accordance with the terms of this Agreement, an aggregate of 408,706 shares of Common Stock (the “Seller Shares”) to the Underwriter pursuant to the Underwriting Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto hereby agree as follows:

1. Appointment of Agent. Upon the basis of the representations and warranties and other agreements contained herein and subject to the terms and conditions set forth in this Agreement, the Seller engages the Agent, and the Agent hereby agrees, to act as the Seller’s agent, to sell, as agent and for the benefit and account of Seller in accordance with the terms of this Agreement, the Seller Shares to the Underwriter pursuant to the Underwriting Agreement. The Agent shall receive no compensation from the Seller for services rendered hereunder.
2. Delivery and Sale of Seller Shares. Prior to the closing of the Offering, the Seller will instruct the Company’s transfer agent to transfer to the Agent’s book-entry account at the Company’s transfer agent 408,706 shares of Common Stock held by the Seller to facilitate the Agent’s sale, on behalf of the Seller, of the Seller Shares. Subject to the receipt of the 408,706 shares of Common Stock from the Seller into its book-entry account at the Company’s transfer agent, the Agent hereby agrees to sell, as agent and for the benefit and account of the Seller, the Seller Shares to the Underwriter pursuant to the Underwriting Agreement and to remit the proceeds therefrom (without deduction) to the Seller promptly following receipt thereof from the Underwriter.
3. Representations and Warranties. (a) The Seller represents and warrants and agrees with the Agent that:
 - (i) The Seller is duly organized, validly existing and in good standing (or the equivalent thereof) under the laws of the jurisdiction of its formation.

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- (ii) The Seller has all requisite partnership or other authority and power to execute, deliver and perform its obligations under this Agreement. This Agreement and the performance by the Seller of the obligations contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Seller and no other proceedings on the part of the Seller are necessary to authorize the execution and delivery of this Agreement or the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the Seller and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Agent, constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except to the extent that the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies, and (ii) general principles of equity.
 - (iii) The execution and delivery of this Agreement by the Seller and the performance by the Seller of its obligations hereunder (i) do not result in any violation of the constituent documents of the Seller, (ii) do not conflict with, or result in a breach of any of the terms or provisions of, or result in the creation or acceleration of any obligations under, or constitute a default under any agreement or instrument to which the Seller is a party or by which the Seller is bound or to which its properties may be subject, and (iii) do not violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over the Seller or any of its properties.
 - (iv) Each of the representations and warranties contained in Section 1(b) of the Underwriting Agreement would be true and correct as to the Seller if the Seller were a selling stockholder thereunder with respect to the Seller Shares.
- (b) The Agent represents and warrants and agrees with the Seller that:
- (i) The Agent is duly organized, validly existing and in good standing (or the equivalent thereof) under the laws of the jurisdiction of its formation.
 - (ii) The Agent has all requisite partnership or other authority and power to execute, deliver and perform its obligations under this Agreement. This Agreement and the performance by the Agent of the obligations contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of the Agent and no other proceedings on the part of the Agent are necessary to authorize the execution and delivery of this Agreement or the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the Agent and, assuming that this Agreement constitutes the legal, valid and binding obligation of the Seller, constitutes the legal, valid and binding obligation of the Agent, enforceable against the Agent in accordance with its terms, except to the extent that the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies, and (ii) general principles of equity.

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- (iii) The execution and delivery of this Agreement by the Agent and the performance by the Agent of its obligations hereunder (i) do not result in any violation of the constituent documents of the Agent, (ii) do not conflict with, or result in a breach of any of the terms or provisions of, or result in the creation or acceleration of any obligations under, or constitute a default under any agreement or instrument to which the Agent is a party or by which the Agent is bound or to which its properties may be subject, and (iii) do not violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental authority having jurisdiction over the Agent or any of its properties.

4. Exculpation and Indemnification. Neither the Agent nor any of the other Non-Recourse Parties (as defined below) shall have any liability (in tort, contract or otherwise) to the Seller or any other person or entity for any and all losses, claims, damages or liabilities, or any actions or proceedings (whether commenced or threatened) in respect thereof and costs and expenses (including reasonable fees of counsel) (collectively, “Claims”) arising out of or from any act or omission on the part of the Agent in connection with the performance by the Agent of its obligations and agreements hereunder or otherwise in connection with the Offering, the sale of the Seller Shares and the transactions contemplated hereby or thereby, except for any such Claims which are determined, in a final judgment by a court of competent jurisdiction, to have resulted from the Agent’s gross negligence or willful misconduct in performing the services that are the subject of this Agreement. The Seller shall, and it hereby agrees to, indemnify and hold harmless the Agent and the other Non-Recourse Parties from and against any and all Claims to which each such indemnified party may become subject, insofar as such Claims (including any amounts paid in settlement), or actions or proceedings in respect thereof, arise out of or are based upon the performance by the Agent of its obligations and agreements hereunder or otherwise in connection with the Offering, the sale of the Seller Shares or the transactions contemplated hereby or thereby. “Non-Recourse Parties” means the Agent and any and all former, current or future direct or indirect holders of any equity, general or limited partnership or limited liability company interests, controlling persons, incorporators, directors, officers, employees, agents, attorneys, members, managers, management companies, portfolio companies, general or limited partners, stockholders, representatives, assignees or affiliates of the Agent (including but not limited to its general partner and the members of its general partner) and any and all former, current or future direct or indirect holders of any equity, general or limited partnership or limited liability company interests, controlling persons, incorporators, directors, officers, employees, agents, attorneys, members, managers, management companies, portfolio companies, general or limited partners, stockholders, representatives, assignees or affiliates of any of the foregoing, and any and all former, current or future direct or indirect heirs, executors, administrators, trustees, representatives, successors, assigns or agents of any of the foregoing.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of The State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

6. Amendment and Waiver. No amendment or waiver of any term, provision or condition of this Agreement shall be effective as against any party, unless in writing and executed such party.

7. Counterparts. This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

A VISTA CAPITAL PARTNERS (OFFSHORE), L.P.

By: Avista Capital Partners GP, LLC,
its general partner

By: /s/ Ben Silbert

Name: Ben Silbert

Title: General Counsel

A VISTA CAPITAL PARTNERS, L.P.

By: Avista Capital Partners GP, LLC,
its general partner

By: /s/ Ben Silbert

Name: Ben Silbert

Title: General Counsel