

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): July 6, 2023

BLUE OWL TECHNOLOGY FINANCE CORP.

(Exact name of Registrant as Specified in Its Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

000-55977
(Commission
File Number)

83-1273258
(IRS Employer
Identification No.)

**399 Park Avenue,
New York, NY**
(Address of Principal Executive Offices)

10022
(Zip Code)

Registrant's Telephone Number, Including Area Code: (212) 419-3000

Owl Rock Technology Finance Corp.
(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 Instructions 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

Item 1.01. Entry into a Material Definitive Agreement.

On July 6, 2023, Blue Owl Technology Finance Corp. (the “Company”) entered into a license agreement (the “License Agreement”) with Blue Owl Capital Holdings LLC, an affiliate of Blue Owl Capital, Inc., the parent company of the Company’s investment adviser (the “Licensor”), pursuant to which the Licensor granted the Company a non-exclusive, royalty free license to use the “Blue Owl” name. Under the License Agreement, the Company has the right to use such name for so long as the Licensor, or one of its affiliates, remains the Company’s investment adviser. Other than with respect to this limited license, the Company has no legal right to the “Blue Owl” name or logo.

The description above is only a summary of the material provisions of the License Agreement, and is qualified in its entirety by reference to the full text of the License Agreement, a copy of which is filed as Exhibit 10.1 to this current report on Form 8-K, and by this reference incorporated herein.

Item 8.01 Other Events.

Investors and others should note that Blue Owl Technology Finance Corp. (the “Company”) may announce material financial information to investors using its website (www.blueowlproducts.com), SEC filings, press releases, public conference calls and webcasts. The Company expects to update investor presentations and similar materials on a regular basis and will continue to post such updates on its website each quarter. The Company encourages investors, the media, and others interested in the Company to review the information it posts from time to time on its website.

On July 6, 2023, the Company issued a press release entitled “Owl Rock BDCs Renamed.” A copy of such Press Release is included as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated into this Item 8.01 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	<u>License Agreement, dated as of July 6, 2023, between Blue Owl Technology Finance Corp. and Blue Owl Capital Holdings LLC</u>
99.1	<u>Press Release, dated July 6, 2023</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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 thereunto duly authorized.

July 6, 2023

Blue Owl Technology Finance Corp.

By: /s/ Jonathan Lamm

Name: Jonathan Lamm

Title: Chief Financial Officer and Chief Operating Officer

LICENSE AGREEMENT

This LICENSE AGREEMENT (this “Agreement”) is made and effective as of July 6, 2023 (the “Effective Date”) by and between Blue Owl Capital Holdings LLC, a Delaware limited liability company (the “Licensor”), on the one hand, and Blue Owl Technology Finance Corp., a Maryland corporation (the “Licensee”) (each a “*party*,” and collectively, the “*parties*”).

RECITALS

WHEREAS, the Licensor has certain common law rights in the trade name “Blue Owl” (the “Licensed Name”);

WHEREAS, the Licensor has registered the Licensed Name as a trademark in the United States and the Licensor has registered the Licensed Name as a trademark in various other countries;

WHEREAS, the Licensee is a closed-end management investment company that intends to elect to be treated as a business development company under the Investment Company Act of 1940, as amended;

WHEREAS, pursuant to the Amended and Restated Investment Advisory Agreement, dated as of May 18, 2021, by and between Blue Owl Technology Credit Advisors LLC (the “Adviser”) and the Licensee (the “Advisory Agreement”), the Licensee has engaged the Adviser to act as the investment adviser to the Licensee;

WHEREAS, the Adviser is an indirect subsidiary of the Licensor; and

WHEREAS, the Licensee desires to use the Licensed Name in connection with the operation of its business, and the Licensor is willing to permit the Licensee to use the Licensed Name, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 **LICENSE GRANT**

1.1 License. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts from Licensor, a personal, non-exclusive, royalty-free right and license to use the Licensed Name solely and exclusively as an element of the Licensee’s own company name and in connection with the conduct of its business. Except as provided above, neither the Licensee nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Name or any derivative thereof without the prior express written consent of the Licensor to be provided in the Licensor’s sole and absolute discretion. All rights not expressly granted to the Licensee hereunder shall remain the exclusive property of the Licensor.

1.2 Licensor’s Use. Nothing in this Agreement shall preclude the Licensor, its affiliates, or any of its respective successors or assigns from using or permitting other entities to use the Licensed Name whether or not such entity directly or indirectly competes or conflicts with the Licensee’s business in any manner.

ARTICLE 2
OWNERSHIP

2.1 Ownership. The Licensee acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Licensed Name, and all such right, title, and interest shall remain with the Licensor. The Licensee shall not otherwise contest, dispute, or challenge the Licensor's right, title, and interest in and to the Licensed Name.

2.2 Goodwill. All goodwill and reputation generated by Licensee's use of the Licensed Name shall inure to the benefit of the Licensor. The Licensee shall not by any act or omission use the Licensed Name in any manner that disparages or reflects adversely on the Licensor or its business or reputation. Except as expressly provided herein, neither the Licensor nor the Licensee may use any trademark or service mark of the other without the other's prior written consent, which consent shall be given or withheld in the other's sole discretion.

ARTICLE 3
COMPLIANCE

3.1 Quality Control. In order to preserve the inherent value of the Licensed Name, the Licensee agrees to use reasonable efforts to ensure that it maintains the quality of the Licensee's business and the operation thereof equal to the standards prevailing in the operation of the Licensor's and the Licensee's business as of the date of this Agreement. The Licensee further agrees to use the Licensed Name in accordance with such quality standards as may be reasonably established by the Licensor and communicated to the Licensee from time to time in writing, or as may be agreed to by the Licensor and the Licensee from time to time in writing.

3.2 Compliance With Laws. The Licensee agrees that the business operated by it in connection with the Licensed Name shall comply in all material respects with all laws, rules, regulations, and requirements of any governmental body in the United States of America or elsewhere as may be applicable to the operation, advertising, and promotion of the business, and that it shall notify the Licensor of any action that must be taken by the Licensee to comply with such law, rules, regulations, or requirements.

3.3 Notification of Infringement. The Licensor and the Licensee shall immediately notify the other and provide to the other all relevant background facts upon becoming aware of (i) any registrations of, or applications for registration of, marks that do or may conflict with the Licensed Name, and (ii) any infringements, imitations, or illegal use or misuse of the Licensed Name.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations. Each of the Licensor and the Licensee hereby represents and warrants to the other as follows:

(a) Due Authorization. Such party is duly formed and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution, and delivery by the other party, constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(c) No Conflict. Such party's execution, delivery, and performance of this Agreement does not: (i) violate, conflict with or result in the breach of any provision of the organizational documents of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties, or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation, or cancellation of any contract, agreement, lease, sublease, license, permit, franchise, or other instrument or arrangement to which it is a party.

ARTICLE 5
TERM AND TERMINATION

5.1 Term. This Agreement shall remain in effect only for so long as an affiliate of the Licensor remains the Licensee's investment adviser.

5.2 Upon Termination. Upon expiration or termination of this Agreement, all rights granted to the Licensee under this Agreement with respect to the Licensed Name shall cease, and the Licensee shall immediately discontinue use of the Licensed Name.

ARTICLE 6
MISCELLANEOUS

6.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Licensor nor the Licensee may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other; provided, however, that the Licensor may assign this Agreement to an affiliate without Licensee's consent. No assignment by either party permitted hereunder shall relieve the applicable party of its obligations under this Agreement. Any assignment by either party in accordance with the terms of this Agreement shall be pursuant to a written assignment agreement in which the assignee expressly assumes the assigning party's rights and obligations hereunder. Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations of the Licensee under this Agreement shall be deemed to be assigned to a newly-formed entity in the event of the merger of the Licensee into, or conveyance of all of the assets of the Licensee to, such newly-formed entity; provided, further, however, that the sole purpose of that merger or conveyance is to effect a mere change in the Licensee's legal form into another limited liability entity.

6.2 Independent Contractor. This Agreement does not give any party, or permit any party to represent that it has any power, right, or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

6.3 Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the recipient party at its principal office.

6.4 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 regarding the conflicts of law principles or rules thereof to the extent such principles would require or permit the application of the laws of another jurisdiction. The parties unconditionally and irrevocably consent to the exclusive jurisdiction of the courts located in the State of New York and waive any objection with respect thereto, for the purpose of any action, suit, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

6.5 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

6.6 No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

6.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6.8 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Any party may deliver an executed copy of this Agreement and of any documents contemplated hereby by facsimile or other electronic transmission to another party and such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement or of such other documents.

6.10 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties with respect to such subject matter.

6.11 Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

LICENSOR:
Blue Owl Capital Holdings LLC

By: /s/ Neena Reddy
Name: Neena Reddy
Title: General Counsel and Secretary

LICENSEE:
Blue Owl Technology Finance Corp.

By: /s/ Neena Reddy
Name: Neena Reddy
Title: Vice President and Secretary

Owl Rock BDCs Renamed

NEW YORK — July 6, 2023 — As previously announced on June 22, 2023, the Owl Rock BDCs (as listed in the chart below) have been renamed effective today. The new names and websites for each entity can be found below. Additionally, beginning with today’s trading session, Blue Owl Capital Corporation, formerly Owl Rock Capital Corporation, will be “OBDC” on the New York Stock Exchange. New unsecured notes tickers, to the extent applicable, are also included below.

Each of the BDCs is managed by an investment adviser that is an indirect affiliate of Blue Owl Capital Inc. (NYSE: OWL) and these name changes will not change the day-to-day businesses of the BDCs, but rather are part of a broader initiative to operate as one Blue Owl brand.

Old Name	New Name	New Unsecured Notes Tickers	New Website
Owl Rock Capital Corporation (NYSE: ORCC)	Blue Owl Capital Corporation (NYSE: OBDC)	OBDC	www.blueowlcapitalcorporation.com
Owl Rock Capital Corporation II	Blue Owl Capital Corporation II	OBDCII	www.blueowlproducts.com
Owl Rock Capital Corporation III	Blue Owl Capital Corporation III	OBDIII	www.blueowlproducts.com
Owl Rock Core Income Corp.	Blue Owl Credit Income Corp.	OCINCC	www.ocic.com
Owl Rock Technology Finance Corp.	Blue Owl Technology Finance Corp.	OTFINC	www.blueowlproducts.com
Owl Rock Technology Finance Corp. II	Blue Owl Technology Finance Corp. II	N/A	www.blueowlproducts.com
Owl Rock Technology Income Corp.	Blue Owl Technology Income Corp.	N/A	www.otic.com

ABOUT BLUE OWL’S CREDIT PLATFORM

The Blue Owl Credit platform, which focuses on direct lending, of Blue Owl Capital Inc. (NYSE: OWL) has approximately \$71.6 billion of assets under management as of March 31, 2023. The platform provides multiple investment funds with management services, including public and private business development companies and other products. The Blue Owl BDCs include Blue Owl Capital Corporation, Blue Owl Capital Corporation II, Blue Owl Capital Corporation III, Blue Owl Technology Finance Corp., Blue Owl Technology Finance Corp. II, Blue Owl Credit Income Corp. and Blue Owl Technology Income Corp. Blue Owl’s Credit platform employs teams of seasoned investment professionals with significant and diverse experience from some of the world’s leading investment firms and financial institutions. Blue Owl’s Credit platform embodies a relationship-oriented approach to investing, seeking to provide companies with sizeable commitments to facilitate transactions and support their growth needs with certainty, speed and transparency throughout the entire investment process. For more information, please visit www.blueowlproducts.com.

Certain information contained herein may constitute “forward-looking statements” that involve substantial risks and uncertainties. Such statements involve known and unknown risks, uncertainties and other factors and undue reliance should not be placed thereon. These forward-looking statements are not historical facts, but rather are based on current expectations, estimates and projections about the Company, its current and prospective portfolio investments, its industry, its beliefs and opinions, and its assumptions. Words such as “anticipates,” “expects,” “intends,” “plans,” “will,” “may,” “continue,” “believes,” “seeks,” “estimates,” “would,” “could,” “should,” “targets,” “projects,” “outlook,” “potential,” “predicts” and variations of these words and similar expressions are intended to identify forward-looking statements. These statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond the Company’s control and difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements including, without limitation, the risks, uncertainties and other factors identified in the Company’s filings with the SEC. Investors should not place undue reliance on these forward-looking statements, which apply only as of the date on which the Company makes them. The Company does not undertake any obligation to update or revise any forward-looking statements or any other information contained herein, except as required by applicable law.

INVESTOR CONTACTS

Investor Contact:

Dana Sclafani
212-419-3000
credit-ir@blueowl.com

Unsecured Bondholder Contact:

Kaitlin Howard
212-419-3000
credit-ir@blueowl.com

Media Contact:

Prosek Partners
Josh Clarkson
pro-blueowl@prosek.com