

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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) February 13, 2006

NetFabric Holdings, Inc.

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(Exact name of registrant as specified in its charter)

Delaware

0-21419

76-0307819

-----  
(State or other jurisdiction  
of Incorporation)

(Commission File Number)

(IRS Employer  
Identification No.)

Three Stewart Court, Denville, NJ

07834

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(Address of principal executive offices)

(zip code)

Registrant's telephone number, including area code - (973) 887-2785

67 Federal Road, Building A Suite 300 Brookfield, CT 06804

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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))

ITEM 1.01 Entry Into a Material Definitive Agreement

See Item 3.02 below.

Item 3.02 Unregistered Sales of Equity Securities

On February 13, 2006, NetFabric Holdings, Inc. (the "Company") entered into  
an agreement (the "Amendment") to amend the terms of the Share Exchange  
Agreement (the "Agreement") by and among the Company, UCA Services, Inc. ("UCA")  
and UCA Shareholders, dated May 20, 2005. Pursuant to the Amendment, the Company  
issued an aggregate of nine million shares of the Company's common stock to the  
former shareholders of UCA. In return, the former shareholders of UCA released  
the Company from the capital raising covenant of the Share Exchange Agreement.  
To facilitate the transaction, Mr. Jeff Robinson, the CEO of the Company,  
surrendered to the Company nine million shares of the Company's common stock.

Item 9.01 Financial Statements And Exhibits

a) None

b) None

c) Exhibits

Exhibit 99.1 Amendment of The Share Exchange Agreement dated February 13,



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.

NETFABRIC HOLDINGS, INC.

Date: February 15, 2006

By: /s/Jeff Robinson

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Name: Jeff Robinson  
Title: Chairman and CEO

February 13, 2006

To The UCA Shareholders Listed Below (the "UCA Shareholders"):

Re: Amendment of The Share Exchange Agreement

This letter Agreement (the "Amendment") sets forth the terms and conditions relating to the amendment of the Share Exchange Agreement (the "Agreement") by and among NetFabric, Inc., a Delaware corporation (the "Company"), UCA Services, Inc. and the UCA Shareholders, dated May 20, 2005 with regard to an adjustment of the consideration in the Share Exchange Agreement.

1. A dispute has arisen with regard to the Company's satisfaction of the covenant regarding the raising of additional equity financing.

2. The Company, UCA Services, Inc. and each of the UCA Shareholders hereby agrees to amend the Agreement as a price adjustment to issue to the UCA Shareholders an aggregate of 9 million shares to be divided as set forth below.

3. Each UCA Shareholder, separately and only with respect to themselves, represents and warrants to the Company that:

3.1 The UCA Shareholder has the full power and authority to enter into this Amendment and to acquire the Shares, and that the UCA Shareholder's execution, delivery and performance under this Amendment has been duly authorized by all necessary action. This Amendment constitutes the valid and binding obligations of the UCA Shareholder, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, securities or other laws or policies relating to or affecting creditors' rights or the enforcement of indemnification obligations or by general principles of equity.

3.2 The UCA Shareholder understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act of 1933, as amended (the "Securities Act"), based in part upon the UCA Shareholder's representations contained in the Amendment, including, without limitation, that the UCA Shareholder is an "accredited investor" within the meaning of Regulation D under the Securities Act. Each UCA Shareholder is acquiring the Shares for such UCA Shareholder's own account for investment purposes only, and not as a nominee or agent and not with a view towards or for resale in connection with their distribution. The UCA Shareholder represents that it has the capacity to evaluate the merits and risks of its investment in the Shares and to protect its own interests in connection with the transactions contemplated in this Amendment.

3.3 The Shares are restricted securities and the certificates to be issued to the UCA Shareholders representing such Shares shall bear a restrictive legend. Accordingly, the UCA Shareholder must bear the economic risk of this investment until the Shares are sold pursuant to: (i) an effective registration statement under the Securities Act; or (ii) an exemption from registration is available with respect to such sale.

4. The Company represents and warrants that it has the full power and authority to enter into this Amendment and to transfer the Shares, and that Robinson's execution, delivery and performance under this Amendment has been duly authorized by all necessary action. This Amendment constitutes the valid and binding obligations of the Company, enforceable against it in accordance with its respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, securities or other laws or policies relating to or affecting creditors' rights or the enforcement of indemnification obligations or by general principles of equity.

5. This Amendment with attachment sets forth the entire agreement between the parties hereto as to the subject matter herein, and cannot be amended, modified or terminated except by an agreement in writing executed by the parties hereto. In the event that any provision of this Amendment is invalid, illegal or unenforceable, the remainder of hereof shall be construed without taking into effect such invalid, illegal or unenforceable provision. This Amendment shall be governed by the laws of the State of New Jersey without regard to the principles of the conflicts of laws. This Amendment may be executed in several counterparts or by separate instruments and by facsimile transmission, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

Please signify your agreement to the foregoing by executing and returning the duplicate of this letter by fax to Robinson. You may retain the original for your files.

Very truly yours,

By: /s/ Jeff Robinson

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Name: Jeff Robinson  
Title: CEO

UCA Services, Inc.

By: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED THIS  
\_\_\_\_ DAY OF FEBRUARY 2006

UCA Shareholder: Faisal Syed  
/s/ Faisal Syed

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(sign)

Number of Shares:3,600,000

UCA Shareholder: Fahad Syed  
/s/ Fahad Syed

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(sign)

Number of Shares:1,800,000

UCA Shareholder: Mohd Asif  
/s/ Mohd Asif

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(sign)

Number of Shares:3,600,000





