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

FORM 6-K
REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 or 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the Month of: June 2026
Commission File Number: 001-40207

Waldencast plc
(Translation of Registrant's name into English)

81 Fulham Road
London, SW3 6RD
United Kingdom
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F Form 40-F

Amendment to Credit Agreement

As previously disclosed, on November 14, 2025, Milk Makeup LLC, a Delaware limited liability company (“Milk Makeup”) and Obagi Cosmeceuticals LLC, a Delaware limited liability company (“Obagi Cosmeceuticals”, and together with Milk Makeup, the “Borrowers”), which are wholly owned subsidiaries of Waldencast plc, a public limited company incorporated in Jersey (the “Company”), entered into the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Company, LSSF II Offshore Investments, LP, an Ontario limited partnership acting by its general partner, Lumina Fund II GP Ltd. (in such capacity, the “Administrative Agent”) and the lenders party thereto (the “Lenders”). The Credit Agreement requires the Company to issue warrants to the Lenders that hold Term Tranche B Loans (as defined in the Credit Agreement) to purchase up to 1,000 ordinary shares of the Company per \$1,000 principal amount of Term Tranche B Loans then outstanding (the “Warrants”). On June 11, 2026, the Borrowers have entered into the Second Amendment to Credit Agreement and Acknowledgement (the “Second Amendment”) with the Administrative Agent and the Lenders to, among other things, postpone the requirement for the Company to issue the Warrants from (x) on or prior to July 1, 2026 to (b) on or prior to November 17, 2026.

The foregoing description of the Second Amendment and the transactions contemplated thereby is not complete and is subject to, and qualified in its entirety by, the full text of the Second Amendment, a copy of which is filed as Exhibit 10.1 hereto and is expressly incorporated by reference herein.

Approval of saypha® ChIQ™

On June 15, 2026, the Company issued an announcement titled “Obagi Medical Announces FDA Approval of Obagi® saypha® ChIQ™ Injectable Hyaluronic Acid Gel”, a copy of which is attached as Exhibit 99.2 to this Form 6-K.

The information in this report on Form 6-K (including Exhibits 10.1 and 99.2 hereto) (“Report”) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This press release contains certain forward-looking statements within the meaning of the federal securities laws, including statements regarding the planned launch of Saypha® ChIQ™ and the growth strategies of Obagi Medical. These forward-looking statements generally are identified by the words “estimates,” “projects,” “expects,” “anticipates,” “forecasts,” “plans,” “intends,” “believes,” “seeks,” “may,” “will,” “would,” “should,” “future,” “propose,” “target,” “goal,” “objective,” “outlook” and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the control of Waldencast and Obagi Medical that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. Important factors, among others, that may affect actual results or outcomes include, but are not limited to: (i) the success of any commercial launches, (ii) the general impact of geopolitical events, including the impact of current wars, conflicts and other hostilities, (iii) the overall economic and market conditions, sales forecasts and other information about Waldencast’s possible or assumed future results of operations or our performance, (iv) changes in general economic conditions, (v) the impact of any international trade or foreign exchange restrictions, the imposition of new or increased tariffs, foreign currency exchange fluctuations, (vi) that the price of Waldencast’s securities may be volatile due to a variety of factors, including Waldencast’s or Obagi Medical’s inability to implement their business plans, and (vii) the ability to continue to innovate Obagi Medical’s existing products and anticipate and respond to market trends and changes in consumer preferences. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the “Risk Factors” section of Waldencast’s Annual Report on Form 20-F for the year ended December 31, 2025, filed with the SEC on March 13, 2026, or in other documents that may be filed or furnished by Waldencast from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-

looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and Waldencast assumes no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise.

Contacts

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Media
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EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
10.1	<u>Second Amendment to Credit Agreement and Acknowledgement, dated June 11, 2026, by and among Milk Makeup LLC, Obagi Cosmeceuticals LLC, Waldencast plc, LSSF II Offshore Investments, LP, acting by its general partner, Lumina Fund II GP Ltd and the lenders party thereto.</u>
99.2	<u>Waldencast plc press release, dated June 15, 2026</u>

SIGNATURE

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.

Waldencast plc

(Registrant)

Date: June 15, 2026

By: /s/ Manuel Manfredi

Name:

Manuel Manfredi

Title:

Chief Financial Officer and Principal Financial Officer

SECOND AMENDMENT TO CREDIT AGREEMENT AND ACKNOWLEDGMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of June 11, 2026 (this “Agreement”), to that certain Credit Agreement, dated as of November 14, 2025 (as amended by the First Amendment to Credit Agreement, dated as of March 9, 2026, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”, and as amended by this Agreement, the “Amended Credit Agreement”), by and among Waldencast PLC, a public limited company incorporated in Jersey (“Parent”), Milk Makeup LLC, a Delaware limited liability company (“Milk Makeup”), Obagi Cosmeceuticals LLC, a Delaware limited liability company (“Obagi Cosmeceuticals”, and collectively with Milk Makeup, the “Borrowers”, and each, a “Borrower”), the lenders party hereto (the “Lenders”) constituting Required Lenders under the Credit Agreement immediately prior to the date hereof, and LSSF II Offshore Investments, LP, an Ontario limited partnership acting by its general partner, Lumina Fund II GP Ltd., as administrative agent (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Borrowers have informed the Administrative Agent and the Lenders of the intention to consummate a Liquidity Event pursuant to, and substantially on the terms set forth in, the Purchase and Sale Agreement and the Agreement and Plan of Merger, dated as of June 1, 2026, by and among Obagi Cosmeceuticals, Parent, Obagi Holdings Company Ltd., Obagi Netherlands B.V., Obagi AsiaPac Limited, Waypoint Bidco, LLC, Waypoint Merger Sub I, LLC, Waypoint Merger Sub II, LLC and Gore Range Capital Fund III LLC (the “Purchase Agreement”);

WHEREAS, the Borrowers have requested that the Administrative Agent and the Lenders (a) agree to effect certain amendments to the Credit Agreement as more fully set forth in Section 2 hereto and (b) provide certain acknowledgements as more fully set forth in Section 3 hereto; and

WHEREAS, pursuant to Section 9.02 of the Credit Agreement, the amendments requested by the Borrowers must be in writing agreed to by the Administrative Agent and the Lenders constituting Required Lenders, and the Administrative Agent and the Lenders constituting Required Lenders are willing to give such consents and agree to such amendments on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Any capitalized term used herein and not defined shall have the meaning assigned to it in the Amended Credit Agreement.
2. Amendments. Subject to the satisfaction of the conditions set forth in Section 4 below, the first sentence of Section 5.20(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“On November 17, 2026 (or prior to November 17, 2026 if the Parent elects at its sole discretion) and solely to the extent any Tranche B Term Loans are then outstanding, the Parent shall issue to the Tranche B Lenders (or any affiliate designee thereof), on a pro rata basis, Specified Warrants to purchase 1,000 ordinary shares of the Parent (subject to any dilution or other adjustments set forth in the Specified Warrants) per \$1,000 principal amount of Tranche B Term Loans then outstanding.”

3. Acknowledgment. The Administrative Agent hereby acknowledges that by entering into the Purchase Agreement, Obagi Cosmeceuticals, Parent and Parent's certain Subsidiaries have entered into a binding agreement relating to a Liquidity Event pending closing conditions that are satisfactory to the Administrative Agent on or prior to the date that is nine months after the Closing Date. As a result, the Targeted Liquidity Event Date shall be the date that is the first anniversary of the Closing Date, such date being November 17, 2026.

4. Conditions to Effectiveness. This Agreement shall become effective only upon satisfaction in full, in a manner satisfactory to the Administrative Agent, (or waiver) of the following conditions precedent (the date on which such conditions are satisfied or waived by the Administrative Agent is hereinafter referred to as the "Amendment No. 2 Effective Date"):

(a) The Administrative Agent shall have received this Agreement, duly executed by each Borrower, the Administrative Agent, and Lenders constituting Required Lenders immediately prior to the date hereof.

(b) The Purchase Agreement shall have been executed by the parties thereto.

4. Miscellaneous.

(a) Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper based recordkeeping system, as the case may be; provided that, nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided further that, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Borrower without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Borrower hereby (i) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders hereto and the Borrowers, Electronic Signatures transmitted by emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement shall have the same legal effect, validity and enforceability as any paper original, (ii) agrees that the Administrative Agent and each of the Lenders hereto may, at its option, create one or more copies of this Agreement in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement based solely on the lack of paper original copies of this Agreement, including with respect to any signature pages thereto and (iv) waives any claim against any Lender Related Person for any Liabilities arising solely from the Administrative Agent's and/or any

Lender's reliance on or use of Electronic Signatures and/or transmissions by emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of any Borrower to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

(c) Headings. Section headings herein are included for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

(e) Agreement as Loan Document; Entire Agreement. Each Borrower hereby acknowledges and agrees that this Agreement constitutes a "Loan Document" under the Amended Credit Agreement. This Agreement, the Amended Credit Agreement and the other Loan Documents comprise the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter.

(f) Representation. Each Borrower and Parent hereby represents and warrants to the Administrative Agent and each Lender that, as of the Amendment No. 1 Effective Date and after giving effect to this Agreement, no Default or Event of Default has occurred and is continuing or would result from the effectiveness of this Agreement.

(g) Limited Waiver. The amendment set forth in this Agreement is limited to the specific matters expressly set forth herein and shall not constitute a waiver of, or consent to, any other term or provision of the Credit Agreement or any other Loan Document, or a waiver of any Default or Event of Default (whether or not known to the Administrative Agent or any Lender), or an amendment, modification, consent, or waiver of any right or remedy available to the Administrative Agent or any Lender under the Credit Agreement, any other Loan Document, or applicable law, except as expressly provided herein. This Agreement shall be strictly construed and shall not be deemed to establish a course of dealing or to create any obligation to grant any future amendment, waiver, or consent.

(h) Governing Law; Waiver of Jury Trial. The provisions of Sections 9.09 and 9.10 of the Credit Agreement are hereby incorporated by reference as if set forth in full herein, mutatis mutandis.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first written above.

BORROWER:

MILK MAKEUP LLC

By: /s/ Michel Brousset

Name: Michel Brousset

Title: Authorized signatory

OBAGI COSMECEUTICALS LLC

By: /s/ Michel Brousset

Name: Michel Brousset

Title: Authorized signatory

ADMINISTRATIVE AGENT:

LSSF II OFFSHORE INVESTMENTS, LP, individually as a Lender and as Administrative Agent, acting by its general partner, Lumina Fund II GP Ltd.

By: /s/ Daniel Goldberg

Name: Daniel Goldberg

Title: Director

By: /s/ Marco Kheirallah

Name: Marco Kheirallah

Title: Director

LENDERS:

**LUMINA STRATEGIC SOLUTIONS FUND
II AGGREGATOR, as a Lender**

By: /s/ Daniel Goldberg__

Name: Daniel Goldberg

Title: Director

By: /s/ Marco Kheirallah__

Name: Marco Kheirallah

Title: Director

LUMINA SSF II SIDECAR C, LP, as a Lender

By: /s/ Daniel Goldberg__

Name: Daniel Goldberg

Title: Director

By: /s/ Marco Kheirallah__

Name: Marco Kheirallah

Title: Director

Obagi Medical Announces FDA Approval of Obagi® saypha® ChIQ™ Injectable Hyaluronic Acid Gel

Approval Further Expands Obagi Medical's Injectable Portfolio and Strengthens Its Position as a Leading Dermatological Megabrand

LONDON, June 15, 2026 (GLOBE NEWSWIRE) — Waldencast plc (NASDAQ: WALD) (“Waldencast” or the “Company”), a global multi-brand beauty and wellness platform, today announced that the U.S. Food and Drug Administration (“FDA”) has approved Obagi® saypha® ChIQ™ injectable hyaluronic acid (“HA”) gel, the latest addition to the Obagi® injectable portfolio under the Obagi Medical brand.

This approval builds on the launch of Obagi® saypha® MagIQ™ and accelerates Obagi Medical’s strategy to establish Obagi as a comprehensive leader at the intersection of advanced skincare and medical aesthetics. The introduction of Obagi® saypha® ChIQ™ further expands the brand’s addressable market in the fast-growing U.S. dermal filler category.

“Obagi® saypha® ChIQ™ is a meaningful addition to our integrated aesthetic portfolio – giving practitioners and patients more ways to achieve end-to-end skin transformation with predictable, measurable outcomes, and bringing us closer to our vision of building the world’s leading dermatological megabrand.” said Michel Brousset, Co-Founder and Chief Executive Officer of Waldencast.

Obagi® saypha® ChIQ™ developed by Croma-Pharma GmbH, utilizes proprietary MACRO Core Technology that creates a stable 3D HA matrix designed to provide natural-looking results with category leading capabilities including delivering high usable HA content* at injection, consistent particle distribution, and predictable injection force and swelling profiles¹. It is indicated for use in cheek augmentation and correction of midface contour deficiencies in patients over the age of 21.

“We are thrilled to continue our successful partnership with Obagi Medical,” said Andreas Prinz, Chief Executive Officer of Croma-Pharma. “With over 130 million syringes produced globally, the saypha® line sets a high standard for safety, quality, and patient satisfaction. Obagi® saypha® ChIQ™ brings meaningful innovation to the U.S. market.”

Obagi recently shared that the launch of Obagi® saypha® MagIQ™ has received strong provider feedback from the results of the ALOHA (Aesthetic Leadership with Obagi Hyaluronic Acid) Program. Unveiled in January 2026, the ALOHA Program is designed to become the largest real-world evaluation of a newly launched hyaluronic acid (HA) filler to date. The interim data highlights that 94% of injectors believe Obagi® saypha® MagIQ™ complements their current filler options with current industry data showing only 1 in 10 filler visits includes a professional skincare purchaseⁱⁱ - yet 42.6% of practices using Obagi® saypha® MagIQ™ have already evaluated Obagi skincareⁱⁱⁱ, proving the combination drives attachment rates well above the industry norm.

Dr. Carolyn Jacob, MD commented: “The approval of Obagi® saypha® ChIQ™ builds on the real-world success of Obagi® saypha® MagIQ™ and showcases Obagi’s commitment to delivering clinically proven, high-performance integrated skincare plus injectable aesthetic solutions. This product strengthens our ability to address a wide range of patient needs with precision and confidence, while maintaining the highest standards of safety and efficacy.”

About Obagi Medical

Obagi Medical is an industry-leading, advanced skincare line rooted in research and skin biology, with a legacy of 35+ years of experience. Initially known for its leadership in the treatment of hyperpigmentation with the Obagi Nu-Derm® System, Obagi Medical products are designed to address a variety of skin concerns, including premature aging, photodamage, skin discoloration, acne, and sun damage. As the fastest-growing professional skincare brand in the U.S. in 2024^{iv}, Obagi Medical empowers individuals to achieve healthy, beautiful skin. More information about Obagi Medical is available on the brand's website, <https://www.obagi.com>.

About Waldencast plc

Founded by Michel Brousset and Hind Sebti, Waldencast’s ambition is to build a global best-in-class beauty and wellness operating platform by developing, acquiring, accelerating, and scaling conscious, high-growth purpose-driven brands. Waldencast’s vision is fundamentally underpinned by its brand-led business model that ensures proximity to its customers, business agility, and market responsiveness, while maintaining each brand’s distinct DNA. The first step in realizing its vision was the Business Combination. As part of the Waldencast platform, its brands benefit from the operational scale of a multi-brand platform; the expertise in managing global beauty brands at scale; a balanced portfolio to mitigate category fluctuations; asset light efficiency; and the market responsiveness and speed of entrepreneurial indie brands. For more information please visit: <https://ir.waldencast.com>.

About Croma-Pharma GmbH

CROMA-PHARMA is a global player and challenger in the dynamically growing minimally invasive aesthetics market, and one of Europe’s leading manufacturers of premium-quality hyaluronic acid (HA) syringes. Founded in 1976 by the pharmacist couple Gerhard and Karin Prinz, Croma-Pharma has evolved from a family pharmacy into a globally operating Austrian company headquartered near Vienna, where it also runs its state-of-the-art, fully automated HA manufacturing plant. The company employs around 400 people, making its products available in over 80 countries worldwide. Croma-Pharma offers a comprehensive and innovative aesthetics portfolio covering all key treatment categories in minimally invasive aesthetic medicine. Its range includes botulinum toxin, a broad selection of hyaluronic acid fillers, lifting threads (PDO threads), polynucleotide injectables, HA skin booster, skincare, as well as autologous PRP I Fluid-PRF medical device. With this full-face approach, Croma-Pharma provides aesthetic professionals and their patients with safe, effective, and reliable solutions from a single trusted source. In 2026, the company surpassed 130 million syringes produced, further strengthening its position as one of Europe’s leading HA manufacturers. Building on its heritage in orthopedics and ophthalmology, Croma-Pharma is re-entering the orthopedics market in 2026, marking a strategic expansion beyond aesthetics and reinforcing its roots in medical applications.

Media Contact: obagi@behrmancesa.com

ⁱ Puljic A, Frank K, Cohen J, Otto K, Mayr J, Hugh-Bloch A, Kuroki-Hasenöhrl, D. A Scientific Framework for Comparing Hyaluronic Acid Filler Crosslinking Technologies. *Gels*. 2025; 11(7):487

ⁱⁱ Qsight Aesthetics. Cross Purchasing Rate: Dermal Filler — Same Visit. Data updated through April 2026; analysis period January 2018–March 2025. All practice types, all regions.

ⁱⁱⁱ Data on file. Obagi Medical. 2026.

^{iv} Among the Top 10 Professional Skin Care Brands in the U.S., According to Kline’s 2024 Global Professional Skin Care Series (China, Europe and the U.S.).

^v de la Guardia C, Virno A, Musumeci M, Bernardin A, Silberberg MB. Rheologic and Physicochemical Characteristics of Hyaluronic Acid Fillers: Overview and Relationship to Product Performance. *Facial Plast Surg*. 2022 Apr;38(2):116-123. doi: 10.1055/s-0041-1741560. Epub 2022 Feb 3. PMID: 35114708; PMCID: PMC9188840;

*HA content refers to Gel content, and indicates the amount of crosslinked HA in a product. A high amount of crosslinked HA is a foundation for effectiveness and durability.V