
**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): January 4, 2008

CMGI, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-23262
(Commission File Number)

04-2921333
(IRS Employer
Identification No.)

1100 Winter Street
Waltham, Massachusetts 02451
(Address of Principal Executive Offices) (Zip Code)

(781) 663-5001
(Registrant's telephone number, including area code)

Not Applicable
(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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e)

On January 4, 2008, CMGI, Inc. (the “Company”) and Joseph C. Lawler, the Company’s Chairman, President and Chief Executive Officer, entered into an Amendment of Executive Severance Agreement (the “Amendment”), which amended the Executive Severance Agreement dated August 23, 2004 (the “Agreement”). The purpose of the Amendment is to address Section 409A of the Internal Revenue Code of 1986, as amended, (“Section 409A”). The Amendment addresses timing of payments that could become due under the Agreement and modifies the “Good Reason” definition, both in accordance with Section 409A, and memorializes the parties’ intent to comply with Section 409A.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of such agreement, which is filed as an exhibit hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The exhibit listed in the Exhibit Index below is filed with this report.

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 hereunto duly authorized.

CMGI, Inc.

Date: January 10, 2008

By: /s/ Peter L. Gray

Peter L. Gray

Executive Vice President, General Counsel and Secretary

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment of Executive Severance Agreement dated January 4, 2008, by and between CMGI, Inc. and Joseph C. Lawler.

AMENDMENT OF EXECUTIVE SEVERANCE AGREEMENT

This Amendment of Executive Severance Agreement is entered into this 4th day of January, 2008, by and between CMGI, Inc, a Delaware corporation (the "Company") and Joseph C. Lawler (the "Executive").

WHEREAS, the parties entered into that certain Executive Severance Agreement dated as of August 23, 2004 ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement in accordance with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended ("Code").

NOW THEREFORE, the parties hereto agree as follows:

Unless the context indicates otherwise, capitalized terms used and not defined in this Amendment shall have the respective meanings assigned thereto by the Agreement.

Section 3 is amended by adding new Section 3(e) at the end thereof, as follows:

"(e) Anything herein to the contrary notwithstanding, if on the Executive's last day of employment the Executive is a "specified employee" of the Company (as defined in Treasury Regulation Section 1.409A-1(i)) and if the severance payments due to the Executive under Section 3(a) or Section 3(b) hereof, as the case may be, do not constitute a "short-term deferral of compensation" under Treasury Regulation Section 1.409A-1(b)(4), the following provisions shall apply:

(i) If such severance payments are payable on account of the Executive's "involuntary separation from service" (as defined in Treasury Regulation Section 1.409A-1(n)), the Executive shall receive such amount of his severance payments during the six (6)-month period immediately following the last day of the Executive's employment as equals the lesser of ("Limitation Amount"): (x) such severance payment amount payable to him under Section 3(a) or Section 3(b) during such six (6)-month period or (y) two (2) multiplied by the compensation limit in effect under Section 401(a)(17) of the Code of 1986, as amended ("Code"), for the calendar year in which the last day of the Executive's employment occurs.

(ii) To the extent that, upon such "involuntary separation from service," the amount of severance payments that would have been payable to the Executive under Section 3(a) or Section 3(b) during the six (6)-month period following the last day of his employment exceeds the Limitation Amount, such excess shall be paid on the first regular payroll date following the expiration of such six (6)-month period.

(iii) If the Company reasonably determines that such employment termination is not such an “involuntary separation from service,” all severance payments that would have been payable to the Executive under Section 3(a) or Section 3(b) during the six (6)-month period immediately following the last day of the Executive’s employment, but for such determination, shall be paid on the first regular payroll date immediately following the expiration of such six (6)-month period following the last day of the Executive’s employment.”

The definition of “Good Reason” under Section 4(b) is deleted in its entirety and replaced as follows:

“Good Reason” shall mean: (i) the unilateral relocation by the Company of the Executive’s principal work place for the Company to a site more than 60 miles from Waltham, Massachusetts, (ii) a reduction in the Executive’s (A) then-current base salary without the Executive’s consent, or (B) target bonus or a material reduction in benefits without the Executive’s consent, or unless other executive officers are similarly treated, (iii) material diminution of Executive’s duties, authority or position as Chief Executive Officer of the Company, without the Executive’s consent, (iv) any amendment following the date hereof to the officer indemnification provisions contained in Article Ninth of the Company’s certificate of incorporation that materially reduces the indemnification benefits to the Executive, (v) the failure of the Company to assign and of any successor to assume the obligations of the Company under this Agreement and the Letter Agreement, (vi) the inability of the Company to otherwise grant such any portion Special Awards when due, or (vi) the death or permanent and total disability (as defined in Section 22(e)(3) of the Code) of the Executive. Notwithstanding, the Executive shall not have “Good Reason” to voluntarily terminate his employment unless and until: (x) he provides notice to the Company of the event or condition constituting Good Reason not later than ninety (90) days after the occurrence thereof and (y) thirty (30) days shall have elapsed following such notice during which the Company has not remedied such event or condition.”

Section 7 is amended to add new Section 7(j) at the end thereof , as follows:

(j) This Agreement is intended to comply with the provisions of Section 409A and the Agreement shall, to the extent practicable, be construed in accordance therewith. No payments to be made under this Agreement may be accelerated or deferred except as specifically permitted under Section 409A. In the event that any payment or benefit under this Agreement is determined by the Company to be in the nature of deferred compensation, the Company and the Executive hereby agree to take such actions, not otherwise provided herein, as may be mutually agreed between the parties to ensure that such payments comply with the applicable provisions of Section 409A of the Code and the Treasury regulations thereunder.

The Agreement is affirmed, ratified and continued, as amended hereby.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year first written above.

CMGI, Inc.

By: /s/ Peter L. Gray
Its: Executive Vice President and General Counsel

/s/ Joseph C. Lawler
Joseph C. Lawler