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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 3)*

INNOVATIVE FOOD HOLDINGS, INC.

(Name of Issuer)

COMMON STOCK

(Title of Class of Securities)

45772H202

(CUSIP Number)

DENVER J. SMITH
52 CARLSON DRIVE
MILFORD, CT 06460
(405) 830 - 3274

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

07/22/17

(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

*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).

SCHEDULE 13D

CUSIP No.		45772H202		Page 2 of 11 Pages		
1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Denver J. Smith					
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)				(a)	<input checked="" type="checkbox"/>
					(b)	<input type="checkbox"/>
3	SEC USE ONLY					
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF					
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)					<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States Of America					
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 772,679 shares				
	8	SHARED VOTING POWER 850,624 shares				
	9	SOLE DISPOSITIVE POWER 772,679 shares				
	10	SHARED DISPOSITIVE POWER 850,624 shares				
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,623,303 shares					
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS) (SEE INSTRUCTIONS)					<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.4%					
14	TYPE OF REPORTING PERSON IN					

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Donald E. Smith	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
(a) <input checked="" type="checkbox"/>		(b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
<input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States Of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 26,000
	8	SHARED VOTING POWER 804,804 shares
	9	SOLE DISPOSITIVE POWER 26,000
	10	SHARED DISPOSITIVE POWER 804,804 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 830,804 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS) (SEE INSTRUCTIONS)	
<input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.8%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Richard G. Hill	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
(a) <input checked="" type="checkbox"/>		
(b) <input type="checkbox"/>		
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States Of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 39,300 shares
	8	SHARED VOTING POWER 45,820 shares
	9	SOLE DISPOSITIVE POWER 39,300 shares
	10	SHARED DISPOSITIVE POWER 45,820 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 85,120 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.3%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Samuel N. Jurrens	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
(a) <input checked="" type="checkbox"/>		
(b) <input type="checkbox"/>		
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States Of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 59,545 shares
	8	SHARED VOTING POWER 0 shares
	9	SOLE DISPOSITIVE POWER 59,545 shares
	10	SHARED DISPOSITIVE POWER 0 shares
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 59,545 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%	
14	TYPE OF REPORTING PERSON IA, IN	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 73114 Investments, LLC 26-3607132	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	
(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oklahoma	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 744,804
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 744,804
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 744,804 shares	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS) (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.5%	
14	TYPE OF REPORTING PERSON CO	

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Youth Properties, LLC 27-2901108		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oklahoma		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 60,000 shares	
	8	SHARED VOTING POWER 0 shares	
	9	SOLE DISPOSITIVE POWER 60,000 shares	
	10	SHARED DISPOSITIVE POWER 0 shares	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 60,000 shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%		
14	TYPE OF REPORTING PERSON CO		

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Paratus Capital, LLC 46-0672795		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oklahoma		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 45,820 shares	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 45,820 shares	
	10	SHARED DISPOSITIVE POWER 0 shares	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 45,820 shares		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS) (SEE INSTRUCTIONS)		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.2%		
14	TYPE OF REPORTING PERSON PN		

EXPLANATORY NOTE

This Amendment No. 3 to Schedule 13D (“Amendment No. 3”) amends and supplements the prior statement on Schedule 13D (the “Schedule 13D”) as filed on May 4, 2017, and amended on July 19, 2017 (“Amendment No. 2”). This amendment is being filed by (i) Denver J. Smith, (ii) Donald E. Smith, (iii) Richard G. Hill, (iv) Samuel N. Jurens, (v) 73114 Investments, LLC, (vi) Youth Properties, LLC, and (vii) Paratus Capital, LLC who are collectively referred to as the “Reporting Persons”, related to shares of common stock of Innovative Food Holdings, Inc., a Florida Corporation (the “Issuer”), whose principal executive offices are located at 26411 Race Track Rd, Bonita Springs, FL 34135. Each item below amends and supplements the information disclosed under the corresponding item of the Schedule 13D, and Amendment No. 2. Except as indicated herein, the information set forth in the Schedule 13D remains unchanged in all material respects. Unless otherwise indicated, all capitalized terms used herein but not defined shall have the same meanings as set forth in the Schedule 13D.

This Amendment No. 3 is being filed to attach a non-disclosure agreement between Denver Smith and the Issuer relating to exploratory discussions about potential changes in the composition of board of directors of the Issuer. This agreement was dually signed on July 22, 2017.

Item 1. Security and Issuer.

There are no amendments to Item 1 of the Schedule 13D pursuant to this Amendment No. 3.

Item 2. Identity and Background.

There are no amendments to Item 2 of the Schedule 13D pursuant to this Amendment No. 3.

Item 3. Source and Amount of Funds or Other Consideration.

There are no amendments to Item 3 of the Schedule 13D pursuant to this Amendment No. 3.

Item 4. Purpose of Transaction.

There are no amendments to Item 4 of the Schedule 13D pursuant to this Amendment No. 3.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended to read in its entirety as follows:

- (a) There are no amendments to part (a) of Item 5 of the Schedule 13D pursuant to this Amendment No. 3.
 - (b) There are no amendments to part (b) of Item 5 of the Schedule 13D pursuant to this Amendment No. 3.
 - (c) All transactions in shares of the issuer over the past 60 days were reported as an exhibit to the Amendment No. 2 filed July 19, 2017. No transactions have occurred since the Amendment No. 2 was filed.
 - (d) Not applicable.
 - (e) Not applicable.
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Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

There are no amendments to Item 6 of the Schedule 13D pursuant to this Amendment No. 3.

Item 7. Material to be Filed as Exhibits.

The following has been attached: Non-Disclosure Agreement entered into between Denver Smith and the Issuer.

Signatures

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: July 25, 2017

/s/ Richard G. Hill
Richard G. Hill

Dated: July 25, 2017

/s/ Samuel N. Jurrens
Samuel N. Jurrens

Dated: July 25, 2017

/s/ Donald E. Smith
Donald E. Smith

Dated: July 25, 2017

/s/ Denver J. Smith
Denver J. Smith

Dated: July 25, 2017

Paratus Capital, LLC

By: /s/ Denver J. Smith
Name: Denver J. Smith
Title: Chief Strategy Officer

Dated: July 25, 2017

73114 Investments, LLC

By: /s/ Denver J. Smith
Name: Denver J. Smith
Title: Chief Investment Officer

Dated: July 25, 2017

Youth Properties, LLC

By: /s/ Donald E. Smith
Name: Donald E. Smith
Title: Chief Executive Officer

PERSONAL AND CONFIDENTIAL

Dear Denver Smith,

In connection with your potential appointment to the Board of Directors of Innovative Food Holdings, Inc ("Appointment"), we are providing information to you concerning Innovative Food Holdings, Inc. and its subsidiaries (the "Company"). As a condition to your being furnished such information, you agree to treat any Evaluation Material (as defined below) in accordance with the provisions of this letter agreement and to take or abstain from taking certain other actions with respect thereto as herein set forth. The term "Evaluation Material" shall mean any and all information, whether written or oral, provided by the Company or its representatives to you after March 22nd, 2017 related to the Appointment, which is not generally known or otherwise available to the public and shall include without limitation any and all financial statements, reports, analyses, forecasts, budgets, compilations, data, studies, products, processes, methods, know-how, specifications, services, marketing and business plans, client lists, price lists, cost information, information about employees, contracts and documents and shall also include the contents of this letter agreement and all communications between parties related to the Appointment.

Evaluation Material does not include information which (i) is already in your possession prior to being furnished by the Company, provided that such information is not known by you to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Company or another party; (ii) becomes generally available to the public other than as a result of a direct or indirect disclosure by you; (iii) is independently developed by you or your representatives without reference to, use of or access to any Evaluation Material; (iv) after disclosure by the Company, is acquired by you or your representatives from a third party having rights in the Evaluation Material without, to your knowledge, any restrictions on its use or disclosure; (v) was released by the Company to you without restriction pursuant to the prior written approval; (vi) was in your possession prior to the date of this letter agreement; or (vii) would not be considered material to the Company. Nothing in this letter agreement shall in any way restrict any of your rights as a shareholder of the Company including, but not limited to, your ability to call a special meeting or the exercises of any other rights you are afforded as a shareholder of the Company pursuant to Florida corporation law, The Securities and Exchange Act of 1934, or any of the Company's organizational documents.

You hereby agree that the Evaluation Material will be kept confidential and not be disclosed to any other party, provided, however, that (i) any disclosure of such information may be made to which the Company consents in writing and (ii) you may make any disclosures of the Evaluation Material or any other information limited hereby to the extent requested by any governmental or regulatory agency or authority having jurisdiction over you or as required by applicable law or process of law, including potential filings with governmental or regulatory agencies. If the Evaluation Material is disclosed to another party through a breach of the terms of this letter agreement, you shall be responsible for any use or disclosure of the Evaluation Material by any other party.

Although the Company has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of your investigation, you understand that neither the Company nor any of its representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor its representatives or advisors shall have any liability to you or any of your representatives or advisors resulting from the use of the Evaluation Material.

In the event that you do not proceed with the Appointment, within a reasonable time of receipt of written request therefor, you shall promptly return to the Company all written Evaluation Material prepared by the Company and you will destroy any other written material containing or reflecting any information in the Evaluation Material and destroy any Evaluation Material contained on or retrievable through the use of any electronic media (whether prepared by the Company, its advisors or otherwise) and you will not retain any copies, extracts or other reproductions in whole or in part of such written material, including any

Evaluation Material contained on or retrievable through the use of any electronic media; provided, however, that you may retain (i) a single copy of any Evaluation Material utilized in connection with a decision by you not to proceed with exploring or consummating a Appointment with the Company, (ii) copies to the extent required by applicable law or regulation, and (iii) computer records and files containing Evaluation Material which have been created by automatic electronic archiving and back-up procedures (provided that in each such case you continue to apply the protections in this letter agreement to such Evaluation Material).


Any breach of this letter agreement shall be viewed as a material breach and the Company will have the right take all legal remedies available to recoup any damages directly or indirectly associated with such breach. You acknowledge that monetary damages would be inadequate compensation for any breach of this agreement and any such violation or threatened violation will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company shall be entitled to obtain injunctive relief against any actual or threatened breach of this Agreement without posting any bond.

You acknowledges and agree that you shall with respect to any Confidential Information of the Company abide by the Securities Exchange Act of 1934, as amended, and specifically, Rule 10b-5 and Regulation FD issued by the Securities Exchange Commission. You agree that he you will not trade any securities of the Company while in possession of Confidential Information that would be deemed material non-public information about the Company


This letter agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Very truly yours,

Innovative Food Holdings, Inc.

DocuSigned by:

By: Sam Klepfish
Name: Sam Klepfish
Title: CEO

Confirmed and Agreed to:


By: Denver Smith
Name: Denver Smith
Entity Name: _____
Title: _____
Date: 07-22, 2017