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

SCHEDULE 13D

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

PYXIS TANKERS INC.

(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE

(Title of Class of Securities)

Y71726 106
(CUSIP Number)

c/o Pyxis Maritime Corp.
K. Karamanli 59
Maroussi 15125, Greece
+30-210-638-0200
Attn: President

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

January 2, 2018

(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. []

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* 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).

1	Name of Reporting Person; S.S. or I.R.S. Identification No. of Above Person (entities only) Maritime Investors Corp.	
2	Check the Appropriate Box if a Member of a Group (a) [] (b) [X]	
3	SEC Use Only	
4	Source of Funds: OO	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) []	
6	Citizenship or Place of Organization: Republic of the Marshall Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY REPORTING PERSON WITH	7	Sole Voting Power: 0
	8	Shared Voting Power: 17,002,445
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 17,002,445
11	Aggregate Amount Beneficially Owned by Reporting Person: 17,002,445	
12	Check if the Aggregate Amount in Row 11 Excludes Certain Shares (See Instructions) []	
13	Percent of Class Represented by Amount In Row 11 81.4%	
14	Type of Reporting Person: CO	

1	Name of Reporting Person; S.S. or I.R.S. Identification No. of Above Person (entities only) Valentios Valentis	
2	Check the Appropriate Box if a Member of a Group	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: Not applicable	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) []	
6	Citizenship or Place of Organization: Greece	
NUMBER OF SHARES BENEFICIALLY OWNED BY REPORTING PERSON WITH	7	Sole Voting Power: 5,000*
	8	Shared Voting Power: 17,002,445**
	9	Sole Dispositive Power: 5,000*
	10	Shared Dispositive Power: *17,002,445*
11	Aggregate Amount Beneficially Owned by Reporting Person: 17,007,445*, **	
12	Check if the Aggregate Amount in Row 11 Excludes Certain Shares (See Instructions) []	
13	Percent of Class Represented by Amount In Row 11 81.5%	
14	Type of Reporting Person: IN	

* Shares held through Thousand Islands Lake Corp., a Marshall Islands company controlled by Mr. Valentis.

** Shares held by Maritime Investors Corp.

This Amendment No. 3 (“Amendment No. 3”) amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the “SEC”) on November 10, 2015 and amended by Amendment No. 1 filed with the Securities and Exchange Commission (the “SEC”) on June 13, 2017 and Amendment No. 2 filed with the SEC on August 10, 2017 (as amended, the “Schedule 13D”) by Maritime Investors Corp. (“MIC”) and Mr. Valentios Valentis (collectively with MIC, the “Reporting Persons”). The Reporting Persons may constitute a “group” for reporting purposes of Rule 13d-5 under the Securities Exchange Act of 1934, as amended, with respect to their respective beneficial ownership of the Shares (as defined below). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Schedule 13D.

Information contained herein with respect to each Reporting Person is given solely by such Reporting Person, and no other Reporting Person has responsibility for the accuracy or completeness of information supplied by such other Reporting Person.

Item 1. Security and Issuer

This Amendment No. 3 relates to shares of common stock, \$0.001 par value per share (the “Shares”), of Pyxis Tankers Inc., a Marshall Islands corporation (the “Issuer”). The Issuer’s principal executive offices are located at c/o Pyxis Maritime Corp., K. Karamanli 59, Maroussi 15125, Greece.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Item 3 of the Schedule 13D is hereby amended and supplemented by adding the following information thereto:

The information set forth in Item 6 of this Amendment No. 3 is hereby incorporated by reference.

Item 4. Purpose of Transaction

The information set forth in Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following information thereto:

The information set forth in Item 6 of this Amendment No. 3 is hereby incorporated by reference.

It should be noted that the plans or intentions of the Reporting Persons are subject to change at any time, and that the Reporting Persons may from time to time, acquire or dispose, or cause to be acquired or disposed, additional securities of the Issuer, in the open market, in privately negotiated transactions or otherwise or formulate other purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment policies of the Reporting Persons, the Issuer’s business, financial condition and operating results, general market and industry conditions or other factors.

Except as set forth above and in the Schedule 13D, as of the date of this Amendment No. 3, none of the Reporting Persons has any plans or proposals which relate to or would result in any of the actions set forth in parts (a) through (j) of Item 4 of the Schedule 13D. Such persons may at any time reconsider and change their plans or proposals relating to the foregoing.

Item 5. Interest in Securities of the Issuer

The information set forth in Item 5 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

(a) As of the date hereof, MIC owns 17,002,445 Shares, which represents an aggregate of approximately 81.4% of the issued and outstanding Shares. Mr. Valentios Valentis may be deemed the beneficial owner of the Shares owned by MIC.

As of the date hereof, Mr. Valentios Valentis beneficially owns 17,007,445 Shares, which represents an aggregate of approximately 81.5% of the issued and outstanding Shares. Mr. Valentis owns 5,000 of those Shares through his affiliated company, Thousand Islands Lake Corp.

(b) MIC has the sole power to vote or direct the vote of 0 Shares; has shared power to vote or direct the vote of all of the Shares it owns; has the sole power to dispose or direct the disposition of 0 Shares; and has shared power to dispose or direct the disposition of all of the Shares it owns. Mr. Valentis has the sole power to vote or direct the vote of 5,000 Shares; has shared power to vote or direct the vote of all of the Shares owned by MIC; has the sole power to dispose or direct the disposition of 5,000 Shares; and has shared power to dispose or direct the disposition of all of the Shares owned by MIC.

(c) The information set forth in Item 6 of this Amendment No. 3 is hereby incorporated by reference.

(d) Not applicable.

(e) Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth in Item 6 of the Schedule 13D is hereby amended and supplemented by adding the following information thereto:

Between August 2017 and September 2017, MIC purchased 51,463 Shares of the Issuer's outstanding Shares through Pyxis Holdings Inc., its wholly owned subsidiary, in one or more open market or privately negotiated purchases at times and prices considered to be appropriate using cash on hand. The purchases of the Shares were made for investment purposes. In December 2017, all of these Shares were sold into the open market.

In December 2017, the Issuer entered into a Securities Purchase Agreement with certain accredited investors (the "Investors"), pursuant to which the Issuer, in a private placement, agreed to issue and sell to the Investors an aggregate of 2,400,000 Shares at a price per share of \$2.00 (the "Private Placement"). Among other things, as a result of the transactions described above, MIC and Mr. Valentis' percentage of beneficial ownership of the issued and outstanding Shares declined to 81.4% and 81.5%, respectively.

On December 29, 2017, the Issuer entered into a third amendment to the promissory note (the "Note") it issued in favor of MIC on October 28, 2015 (the "Third Amendment"). The Third Amendment (i) increases the outstanding principal balance of the Note from \$2,500,000 to \$5,000,000; (ii) extends the maturity date to June 15, 2019; (iii) increases the fixed interest rate to 4% per annum payable quarterly in arrears; and (iv) makes such interest payable only in cash.

The foregoing description of the material terms of the Third Amendment is qualified in its entirety by reference to the full text of the Third Amendment, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.

Except as disclosed in the Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) with respect to any securities of the Issuer (i) among the Reporting Persons and, to the best of their knowledge, any of the other persons identified pursuant to Item 2 of the Schedule 13D and (ii) between (a) the Reporting Persons and, to the best of their knowledge, any of the other persons identified pursuant to Item 2 of the Schedule 13D and (b) any other person.

Item 7. Material to Be Filed as Exhibits

<u>Exhibit Number</u>	<u>Document</u>
1	<u>Third Amendment, dated as of December 29, 2017, to the Promissory Note in favor of Maritime Investors Corp. issued by Pyxis Tankers Inc. as of October 28, 2015</u>

SCHEDULE 13D SIGNATURE PAGE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

MARITIME INVESTORS CORP.

By: /s/ Valentios Valentis

Name: Valentios Valentis

Title: Director

 /s/ Valentios Valentis

Valentios Valentis

Dated: January 2, 2018

AMENDED AND RESTATED PROMISSORY NOTE

\$5,000,000.00

As of December 29, 2017
Maroussi, Greece

Whereas, PYXIS TANKERS INC., a Marshall Islands corporation (“Maker”), issued a promissory note as of April 23, 2016 (the “Original Note”) in the principal sum of \$625,000.00 to the order of MARITIME INVESTORS CORP., a Marshall Islands corporation (“Payee”), and Maker and Payee replaced the Original Note with a promissory note made as of October 28, 2015 (the “2015 Note”);

Whereas, pursuant to the Agreement and Plan of Merger by and among Maker, Maritime Technologies Corp., LookSmart Ltd. and LookSmart Group, Inc., dated April 23, 2015, as amended on September 22, 2015, Payee elected to receive the 2015 Note in lieu of \$1,875,000 in the form of Maker’s shares and the 2015 Note then with a principal balance of \$2,500,000 combined with and replaced the Original Note;

Whereas, the 2015 Note was further amended on each of August 9, 2016 and March 7, 2017 to extend the repayment date set forth therein; and

Whereas, Payee has agreed to amend the 2015 Note and increase the principal amount owing to it thereunder by an additional \$2,500,000 in lieu of an equal amount owing by Maker to Payee’s affiliate and the parties desire to hereby further amend and restate the 2015 Note to reflect that the interest payable thereunder shall no longer be payable in common stock of Maker and other agreed-upon amendments (as herein amended and restated, this “Note”).

FOR VALUE RECEIVED, Maker hereby promises to pay to the order of Payee the principal sum of Five Million Dollars and No Cents (\$5,000,000.00) in lawful money of the United States of America, together with interest on the unpaid principal balance of this Note, on the terms and conditions described below.

1. Principal. The principal balance of this Note shall be repayable on June 15, 2019.
2. Interest. Interest shall accrue on any unpaid principal at a rate of 4.0% per annum on a daily basis from the date hereof until paid in full or converted as provided in this Note. Interest shall be calculated on the basis of a 365-day year and payable quarterly in arrears in cash.
3. Prepayment; Application of Payments. Maker may prepay all or apportion of the outstanding amounts due under this Note at any time. All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable attorneys’ fees, then to the payment in full of any late charges and accrued and unpaid interest and finally to the reduction of the unpaid principal balance of this Note.
4. Events of Default. The following shall constitute Events of Default:

(a) Failure to Make Required Payments. Failure by Maker to make, on or before the due date (at maturity, by acceleration or otherwise), in the manner required, any payment of principal, interest or any other sums due under this Note within five (5) business days following the date when due.

(b) Voluntary Bankruptcy, Etc. The commencement by Maker of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of Maker generally to pay its debts as such debts become due, or the taking of corporate action by Maker in furtherance of any of the foregoing.

(c) Involuntary Bankruptcy, Etc. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Maker in an involuntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. Remedies.

(a) Upon the occurrence of an Event of Default specified in Section 4(a), Payee may, by written notice to Maker, declare this Note to be due and payable, whereupon the principal amount of this Note, together with all interest accrued thereon pursuant to the terms of this Note and all other amounts payable thereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the documents evidencing the same to the contrary notwithstanding.

(b) Upon the occurrence of an Event of Default specified in Sections 4(b) and 4(c), the unpaid principal balance of, together with all interest accrued thereon pursuant to the terms of this Note and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, in all cases without any action on the part of Payee.

6. Waivers. Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

7. Unconditional Liability. Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

8. Notices. Any notice called for hereunder shall be deemed properly given if (i) sent by certified mail, return receipt requested, (ii) personally delivered, (iii) dispatched by any form of private or governmental express mail or delivery service providing receipted delivery, (iv) sent by telefacsimile or (v) sent by e-mail, to the following addresses or to such other address as either party may designate by notice in accordance with this Section:

If to Maker:

Pyxis Tankers Inc.
c/o PYXIS MARITIME CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: Chief Financial Officer

If to Payee:

MARITIME INVESTORS CORP.
K. Karamanli 59
Maroussi 15125, Greece
Attn.: President

Notice shall be deemed given on the earlier of (i) actual receipt by the receiving party, (ii) the date shown on a facsimile transmission confirmation, (iii) the date on which an e-mail transmission was received by the receiving party's on-line access provider (iv) the date reflected on a signed delivery receipt, or (vi) two (2) business days following tender of delivery or dispatch by express mail or delivery service.

9. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors of the parties hereto. This Note may be assigned or otherwise transferred by Payee from time to time in compliance with applicable securities laws without the consent of Maker and in the event of any such assignment or transfer, the obligations of Maker hereunder shall inure to the benefit of all such assigns and successors. In the event Payee assigns or otherwise transfers all or any part of this Note, Maker shall, upon the request of Payee issue new Notes to effectuate such assignment or transfer. Except as provided herein, neither Payee nor Maker may assign or delegate its obligations hereunder without the prior written consent of the other party, and any purported assignment without such consent shall be void and of no effect.

10. Construction; Consent to Jurisdiction. This Note shall be governed by, and construed in accordance with, the laws of the State of New York. MAKER HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION, VENUE AND FORUM OF ANY STATE OR FEDERAL COURT IN THE CITY OF NEW YORK, STATE OF NEW YORK WITH RESPECT TO ANY ACTION, WHETHER COMMENCED BY PAYEE OF THIS NOTE OR ANY OTHER PERSON, TO THE EXTENT THE SAME ARISES UNDER OR RELATES TO THIS NOTE.

11. Interpretation; Time. Maker and Payee agree that, in interpreting this Note, there shall be no inferences drawn against the drafting party. Time is of the essence with respect to each and every provision of this Note.

12. Severability. Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(Signature begins on next page)

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by its Chief Financial Officer the day and year first above written.

MAKER:

PYXIS TANKERS INC.

By: /s/ Henry Williams

Name: Henry Williams

Title: Chief Financial Officer

Hereby acknowledged and agreed:

PAYEE:

MARITIME INVESTORS CORP.

By: /s/ Valentios Valentis

Name: Valentios Valentis

Title: President

