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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

RESEARCH FRONTIERS INCORPORATED

(Name of Issuer)

Common Stock, \$0.0001
(title of Class of Securities)

760911107
(CUSIP Number)

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

June 5, 2019

(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), (f) or (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 rule 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 disclosure 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.

1	NAME OF REPORTING PERSON Gauzy Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Israel	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,132,303
	8	SHARED VOTING POWER None
	9	SOLE DISPOSITIVE POWER 2,132,303
	10	SHARED DISPOSITIVE POWER None
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,132,303 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 6.88% (2)	
14	TYPE OF REPORTING PERSON CO	

- (1) Does not include options held by the Reporting Person exercisable to purchase an additional 362,319 shares of common stock of the Issuer the earliest of which is exercisable no earlier than November 30, 2019.
- (2) Calculated as of June 5, 2019 in accordance with Rule 13d-3(d)(1)(i), shares outstanding is based on 30,991,026 shares of the Common Stock, \$0.0001 par value, of Research Frontiers Incorporated outstanding as of May 31, 2019, based on information provided by Research Frontiers Incorporated.

Item 1. Security and Issuer.

This statement on Schedule 13D relates to the Common Stock, \$0.0001 par value (“Common Stock”), of Research Frontiers Incorporated, a Delaware corporation (the “Issuer”). The address of the principal executive offices of the Issuer is at 240 Crossways Park Drive.

Item 2. Identity and Background.

This statement on Schedule 13D is filed by Gauzy Ltd. (“Gauzy”). Gauzy is a corporation incorporated under the laws of Israel, having its principal office at 14 Hathiya Street, Tel-Aviv Yafo, Israel 6816914. Gauzy is principally a vendor of material science and nanotechnology, focused on the research, development, manufacturing, and marketing of technologies which are embedded into and onto raw materials.

During the last five years, none of Gauzy or (to the knowledge of Gauzy) the directors or executive officers of Gauzy (a) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) has been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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

Gauzy acquired the Common Stock using its internal capital. At this time the filing persons do not have any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The filing persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

Item 4. Purpose of Transaction.

Gauzy acquired the Common Stock as an investment and in connection with a strategic relationship with the Issuer.

Item 5. Interest in Securities of the Issuer.

On May 23, 2019, Gauzy exercised an option to purchase 271,739 shares of Common Stock on a cashless basis, for which it received 183,011 shares of Common Stock of the Issuer.

On June 5, 2019, Gauzy purchased 724,638 shares of the Issuer’s Common Stock and received a common stock purchase warrant (the “Warrant”) to purchase 362,319 shares of Common Stock at an exercise price per share of \$1.656 if exercised before May 31, 2021, \$1.794 if exercised between June 1, 2020 and May 31, 2021 and \$2.07 if exercised after May 31, 2021. As a result of the purchase, Gauzy beneficially owned 2,132,303 shares of Common Stock (not including 362,319 shares of Common Stock issuable upon exercise of the Warrant), or 6.88% of the total issued and outstanding shares of Common Stock of the Issuer.

CUSIP No. 760911107

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

Following the purchase of the Purchased Shares, Gauzy still holds a Warrant to purchase 362,319 additional shares of Common Stock of the Issuer. The earliest date the Warrant is exercisable is November 30, 2019.

Item 7. Material to be Filed as Exhibits.

The following is filed as an exhibit to this statement on Schedule 13D:

Exhibit No.	Description
Exhibit 4.1	Common Stock Purchase Warrant dated as of May 31, 2019 by and between Research Frontiers Incorporated and Gauzy Ltd.

CUSIP No. 760911107

SIGNATURES

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

Date: July 8, 2019

GAUZY LTD.

By: /s/ Eyal Peso

Name: Eyal Peso

Title: CEO

CUSIP No. 760911107

EXHIBIT INDEX

Exhibit No.	Description
Exhibit 4.1	Common Stock Purchase Warrant dated as of May 31, 2019 by and between Research Frontiers Incorporated and Gauzy Ltd.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS THERE IS A REGISTRATION STATEMENT THEN IN EFFECT COVERING SUCH SECURITIES OR AN EFFECTIVE EXEMPTION FROM SUCH REGISTRATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT UNDER THE CIRCUMSTANCES REGISTRATION IS NOT NECESSARY.

RESEARCH FRONTIERS INCORPORATED
COMMON STOCK PURCHASE WARRANT

THIS COMMON STOCK PURCHASE WARRANT (THIS “**WARRANT CERTIFICATE**”) CERTIFIES that, for value received, GAUZY, LTD. (hereinafter called “**Warrantholder**”), is entitled to purchase from Research Frontiers Incorporated, a Delaware corporation (hereinafter called the “**Company**”), 362,319 shares of common stock, par value \$.0001 per share (hereinafter called the “**Shares**”) of the Company at a warrant exercise price equal to the Exercise Price per share (such price per share and the number of shares of common stock so purchasable being subject to adjustment as provided below) at any time on or before 4:30 p.m. New York time on May 31, 2024 (the “**Expiration Date**”), all in accordance with the terms hereof. The “**Exercise Price**” per Share shall be \$1,656 for warrant exercises occurring on or before May 31, 2020, and shall be \$1,794 for warrant exercises occurring from June 1, 2020 through May 31, 2021. For warrant exercises occurring after May 31, 2021, the Exercise Price per share shall be \$2.07; provided, however, that upon the occurrence of any of the events specified in Section 2 hereof, the rights granted by this warrant, including the Exercise Price per share shall be adjusted as therein specified.

1. Exercise of Warrants and Holding of Underlying Stock.

1.1 This Warrant Certificate may be exercised at any time after November 30, 2019 and prior to 4:30 p.m. New York time on the Expiration Date in whole at any time or in part from time to time during such period by the surrender of this Warrant Certificate, along with a Notice of Exercise in the form attached hereto duly executed and completed by Warrantholder, at the office of the Company, 240 Crossways Park Drive, Woodbury, New York 11797-2033 together with payment in full in lawful money of the United States, of the Exercise Price per Share payable at the time of such exercise. Such payment shall be made by wire transfer of immediately available funds to the account of Research Frontiers Incorporated at JPMorgan Chase Bank, 6040 Tarbell Road, Syracuse, New York 13206, Account Number: 880-834-155, ABA Wire Code No.: 021 000 021, SWIFT CODE: CHASUS33, or to such other account or place, as the Company may specify. Notwithstanding the foregoing, for as long as a registration statement covering the Shares issuable upon exercise of this Warrant Certificate has not been being declared effective by the Commission, or an exemption from the registration requirements of the Securities Act of 1993 for the issuance of the Shares issuable upon exercise of this Warrant Certificate does not exist, or such Shares may not be sold by the Warrantholder pursuant to Rule 144 as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and reasonably acceptable to the Company's transfer agent, then the Warrantholder may, at its option, exercise and receive from the Company the Shares evidenced by this Warrant Certificate by delivery of capital stock to the

Company having a fair market value equal to the Exercise Price; or by the Warrantholder consenting to a reduction in the number of Shares covered by this Warrant Certificate to that number of Shares which have a fair market value (on the date of exercise) equal to the excess of the fair market value (on the date of exercise) of the Shares covered by the original unreduced Warrant Certificate over the Exercise Price of the Shares covered by the original unreduced Warrant Certificate; or by any combination of the methods of payment permitted above. For purposes of this paragraph, fair market value shall be determined by the Board of Directors of the Company and, if the Shares are listed on a national securities exchange or traded on the over-the-counter market, shall be the mean of the highest and lowest trading prices or of the high bid and low asked prices of the Shares on such exchange, or on the over-the-counter market as reported by the National Quotation Bureau, Inc., as the case may be, on the day on which this Warrant Certificate is exercised or, if there is no trading or bid or asked price on that day, the mean of the highest and lowest trading or high bid and low asked prices on the most recent day preceding the day on which this Warrant Certificate is exercised for which such prices are available. The Company shall immediately instruct its transfer agent to make delivery of such Shares, provided that if any law or regulation requires any further action to be taken with respect to the Shares specified in such notice before the issuance thereof, then the date of delivery of such Shares shall be extended for the period necessary to take such action. If less than all of the underlying Shares represented by this Warrant Certificate are being purchased, the Company will, upon such exercise, deliver to Warrantholder a new certificate (dated the date hereof) representing the remaining number of Shares purchasable hereunder. All other terms and conditions of such amended Warrant Certificate shall be identical to those contained herein.

1.2 Certificates representing Shares issued hereunder shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under any applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS THERE IS A REGISTRATION STATEMENT THEN IN EFFECT COVERING SUCH SHARES OR AN EFFECTIVE EXEMPTION FROM SUCH REGISTRATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT UNDER THE CIRCUMSTANCES REGISTRATION IS NOT NECESSARY.

Provided, however, that if the issuance of the Shares pursuant to the exercise of this Warrant Certificate are subject to an effective registration statement pursuant to Section 5 of the Securities Act of 1933, as amended, certificates representing the Shares shall not bear any restrictive legend.

2. Reclassification, Consolidation or Merger.

2.1 In the event that the outstanding Shares are hereafter changed by reason of reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, combination or exchange of Shares and the like, or dividends payable in Shares, an appropriate adjustment shall be made by the Board of Directors of the Company in the number of Shares and price per Share subject to this Warrant Certificate. If the Company shall be reorganized, consolidated, or merged

with another corporation, or if all or substantially all of the assets of the Company shall be sold or exchanged, the Warrantholder shall at the time of issuance of the stock under such a corporate event, be entitled to receive upon the exercise of the vested Warrants evidenced by this Warrant Certificate the same number and kind of shares of stock or the same amount of property, cash or securities as he would have been entitled to receive upon the occurrence of any such corporate event as if he had been, immediately prior to such event, the holder of the number of Shares so exercised.

2.2 Any adjustment under this Paragraph 2 in the number of Shares subject to this Warrant Certificate shall apply proportionately to only the unexercised portion hereunder and shall not have any retroactive effect with respect to Warrants theretofore exercised. If fractions of a Share would result from any such adjustment, the adjustment shall be revised to the next lower whole number of Shares.

2.3 No adjustment of the exercise price shall be made if the amount of such adjustment shall be less than \$.01 per Share, but in such case any adjustment that would otherwise be required then to be made, shall be carried forward and shall be made at the time and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall amount to no less than \$.01 per share.

2.5 No fractional shares of common stock shall be issued upon the exercise of this Warrant Certificate, but in lieu thereof the number of Shares that are issuable upon any exercise shall be rounded up or down to the nearest whole Share.

2.6 When any adjustment is required to be made in the exercise price or number of Shares subject to this Warrant Certificate, initial or adjusted, the Company shall within sixty (60) days after the date when the circumstances giving rise to the adjustment occurred mail to the Warrantholder a statement describing in reasonable detail any method used in calculating such adjustment.

3. Prior Notice as to Certain Events.

The Company shall mail to Warrantholder not less than ten (10) days prior to the date on which (a) a record will be taken for the purpose of determining the holders of Capital Stock entitled to subscription rights, or (b) a record will be taken (or in lieu thereof, the transfer books will be closed) for the purpose of determining the holders of Capital Stock entitled to notice of and to vote at the meeting of stockholders at which any consolidation, merger, dissolution, liquidation, winding up or sale of the Company shall be considered and acted upon.

4. Reservation and Issuance of Shares.

4.1 The Company covenants and agrees that all Shares which may be issued upon the exercise of the rights represented by this Warrant Certificate will be duly authorized, legally issued and when paid for in accordance with the terms hereof, fully paid and non-assessable, and free from all liens and charges with respect to the issue thereof to the Warrantholder.

4.2 The Company will reserve at all times such number of Shares as may be issuable pursuant to the exercise of Warrants evidenced by this Warrant Certificate.

5. Investment Representation.

By accepting delivery of this Warrant Certificate and by the purchase of any underlying Shares evidenced hereby, the Warrantholder represents that the Warrantholder is acquiring the Warrant Certificate and the Shares issuable upon the exercise of the Warrant Certificate for investment and that the Warrantholder will not offer, sell, or otherwise dispose of this Warrant Certificate or any Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of any federal, state or foreign securities laws.

6. Miscellaneous.

6.1 The Warrantholder shall not be entitled to any rights whatsoever as a stockholder of the Company by virtue of its ownership of this Warrant Certificate.

6.2 This Warrant Certificate is being executed and delivered in the State of New York, and this Warrant Certificate shall be interpreted under, and the Warrantholder and the Company subject to, the laws and jurisdiction of the state and federal courts of the State of New York, United States of America. The parties hereby consent to such jurisdiction.

6.3 Subject to the provisions of Section 1.2 hereof, this Warrant Certificate may be exercised at any time after the date hereof and prior to its expiration as of 4:30 p.m. New York time on the Expiration Date, and shall be void and of no effect after 4:30 p.m. New York time on the Expiration Date.

6.4 By accepting delivery of this Warrant Certificate, the Warrantholder acknowledges that the Warrants granted hereunder shall be in full satisfaction of all obligations to issue Warrants to the Warrantholder pursuant to the Subscription Agreement dated August 1, 2018 between the Company and the Warrantholder.

IN WITNESS WHEREOF, the Company and the Warrantholder have executed this Warrant Certificate this 31st day of May, 2019 by each of their duly authorized officers.

RESEARCH FRONTIERS INCORPORATED

By: _____
Joseph M. Harary, President and CEO

240 Crossways Park Drive
Woodbury, NY 11797 USA
Telephone: +1-516-364-1902
Email: Harary@SmartGlass.com
Facsimile: +1-516-364-3798
Attention: Joseph M. Harary

WARRANTHOLDER:

GAUZY, LTD.

By: /s/ Eyal Peso

Eyal Peso, Chief Executive Officer

14 Hathiya Street
Tel-Aviv Yafo, Israel 6816914
Telephone: +972-72-2500385
Email: Eyal@Gauzy.com
Facsimile: +972-72-2500386
Attention: Eyal Peso

[Form of Notice of Exercise]

The undersigned hereby irrevocably elects to purchase _____ shares of common stock, \$0.0001 par value per share, of Research Frontiers Incorporated (the "Company") at an exercise price of \$_____ per share pursuant to the attached Warrant Certificate and tenders herewith payment of the exercise price in respect thereof in full.

The undersigned elects to deliver to the Company and tenders herewith US\$_____ representing the aggregate exercise price for the warrants exercised hereunder.

Please issue a certificate representing the said shares issuable upon exercise in the undersigned's name.

The undersigned hereby represents and warrants to the Company that the representations and warranties and acknowledgments made by the undersigned in the Subscription Agreement dated May 30, 2019 between the undersigned and the Company are still true and correct as if made on the date of this Notice of Exercise, and that the undersigned has carefully read any reports or statements filed with the Securities and Exchange Commission regarding the Company after May 30, 2019, and that the Company has also made available to the undersigned all other documents and information that the undersigned has requested relating to an investment in the Company.

Dated: _____, _____

GAUZY, LTD.

By: _____
Name:
Title:
