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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. )\*

ROC Energy Acquisition Corp.

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(Name of Issuer)

Common stock, par value \$0.0001 per share

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(Title of Class of Securities)

77118V 207

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(CUSIP Number)

Daniel Jeffrey Kimes  
16400 Dallas Parkway  
Dallas, Texas 75248  
Telephone: (972) 392-6180

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

December 9, 2021

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(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 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 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).

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1 Names of Reporting Persons.  
**ROC Energy Holdings, LLC**

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

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):

6 Citizenship or Place of Organization.  
**Delaware**

Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power <b>5,971,000</b>
	8	Shared Voting Power <b>0</b>
	9	Sole Dispositive Power <b>5,971,000</b>
	10	Shared Dispositive Power <b>0</b>

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
**5,971,000<sup>(1)</sup>**

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)  
**22.24%<sup>(1)</sup>**

14 Type of Reporting Person (See Instructions)  
**OO**

(1) Includes (i) 5,175,000 shares of the Issuer's (as defined below) common stock, \$0.0001 par value per share ("Common Stock"), referred to as founder shares in the Issuer's registration statement on Form S-1 (File No. 333-260891) (the "Registration Statement") and (ii) 796,000 units acquired pursuant to a Private Placement Units Purchase Agreement by and between ROC Energy Holdings, LLC (the "Sponsor") and the Issuer.

**Item 1.** Security and Issuer.

This statement on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$0.0001 per share (the "Common Stock"), of ROC Energy Acquisition Corp., a Delaware corporation (the "Issuer") whose principal executive offices are located at 16400 Dallas Parkway, Dallas, Texas 75248.

**Item 2. Identity and Background**

The Schedule 13D is being filed by the following person (the "Reporting Person"):

ROC Energy Holdings, LLC ("Sponsor").

Sponsor is organized under the laws of the State of Delaware. The address for the principal business office of the Sponsor is 16400 Dallas Parkway, Dallas, Texas 75248. The principal business of the Reporting Person is investing in securities, including the securities of the Issuer.

FP SPAC 2, LLC is the general partner of the Sponsor and has voting and dispositive power over the shares held by the Sponsor. FP SPAC 2, LLC is controlled by Joseph Drysdale, Jeff Brownlow and Matt Mathison, each of whom is a Managing Partner of FP SPAC 2, LLC.

During the last five years, the Reporting Person (i) has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was not a party to a 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.**

The aggregate purchase price for the Placement Units (as defined below) was \$7,960,000. The aggregate purchase price for the Founder Shares (as defined below) was \$25,000. In each case, the source of these funds was the working capital of Sponsor.

**Item 4. Purpose of Transaction***Founder Shares*

In October 2021, Sponsor purchased 4,312,500 founder shares, classified as shares of Common Stock, for an aggregate purchase price of \$25,000. In December 2021, the Issuer effected a stock dividend of 0.2 shares for each share of Common Stock outstanding, resulting in Sponsor holding 5,175,000 founder shares (the "Founder Shares"). As a result of the full exercise of the over-allotment option, no Founder Shares are subject to forfeiture.

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*Placement Units*

On December 6, 2021, as part of a private placement units purchase agreement dated December 1, 2021 (the “Private Placement Units Purchase Agreement”), Sponsor purchased 715,000 placement units (the “Placement Units”) from the Issuer for an aggregate purchase price of \$7,150,000. Each Placement Unit consists of one share of Common Stock (“Placement Share”) and one right to receive one-tenth of one share of Common Stock (each, a “Placement Right”).

In connection with the full exercise of the over-allotment option, on December 9, 2021, Sponsor purchased an additional 81,000 Placement Units from the Issuer for an aggregate purchase price of \$810,000 pursuant to the Private Placement Units Purchase Agreement.

The foregoing description of the Private Placement Units Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

*Letter Agreement*

Sponsor and the Issuer entered into a letter agreement (the “Letter Agreement”) pursuant to which Sponsor has agreed to (i) waive its redemption rights with respect to its Founder Shares, Placement Shares, and Common Stock in connection with the completion of the initial business combination (the “Business Combination”), (ii) waive its redemption rights with respect to its Founder Shares, Placement Shares, and Common Stock in connection with a stockholder vote to approve an amendment to the Issuer’s amended and restated certificate of incorporation (A) to modify the substance or timing of the Issuer’s obligation to offer redemption rights in connection with the Business Combination or certain amendments to the Issuer’s charter prior thereto or to redeem 100% of the Common Stock if the Issuer does not complete the Business Combination within 12 months (or up to 18 months if the Company extends the period of time to consummate a business combination) from the closing of its IPO or (B) with respect to any other business combination activity, (iii) waive its rights to liquidating distributions from the trust account with respect to their Founder Shares and Placement Shares if the Issuer fails to complete the Business Combination within 12 months (or up to 18 months if the Company extends the period of time to consummate a business combination) from the closing of the IPO, although Sponsor will be entitled to liquidating distributions from the trust account with respect to any Common Stock it holds if the Issuer fails to complete the Business Combination within the prescribed time frame and (iv) not sell any of its Founder Shares, Placement Shares, or Common Stock to the Issuer in any tender offer undertaken by the Issuer in connection with the Business Combination.

Voting Agreement

Pursuant to the Letter Agreement, Sponsor agreed to vote any Founder Shares, Placement Shares, and any Common Stock purchased during or after the IPO (including in open market and privately negotiated transactions) in favor of the Business Combination. If the Issuer submits the Business Combination to its public stockholders for a vote, the Issuer will complete the Business Combination only if a majority of the outstanding shares of Common Stock voted are voted in favor of the Business Combination.

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Lock-up Agreement

Further pursuant to the Letter Agreement, Sponsor agreed that the Founder Shares, Placement Units, and securities contained therein are not transferable or salable (i) in the case of the Founder Shares, until the earlier of (A) one year after the completion of the Business Combination or (B) subsequent to the Business Combination, (x) if the last sale price of the Common Stock equals or exceeds \$12.50 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing after the Business Combination, or (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of its stockholders having the right to exchange their shares of Common Stock for cash, securities or other property, and (ii) in the case of the Placement Units, including the component securities therein, until 30 days after the completion of the Business Combination, with certain limited exceptions.

The foregoing description of the Letter Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

Registration Rights Agreement

In connection with the closing of the IPO, the Issuer entered into a registration rights agreement (the "Registration Rights Agreement") with Sponsor, pursuant to which Sponsor is entitled to make up to two demands, excluding short form demands, that the Issuer register Founder Shares, Placement Units, any Common Stock issuable upon the exercise of Placement Right, any Common Stock issuable upon the conversion of the Founder Shares, and any Common Stock that may be issued as part of working capital loans. In addition, Sponsor has certain "piggy-back" registration rights with respect to registration statements filed subsequent to the Business Combination and rights to require the Issuer to register for resale such securities pursuant to Rule 415 under the Securities Act.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is attached as an exhibit hereto and incorporated herein by reference.

General

The Reporting Person acquired the securities described in this Schedule 13D for investment purposes and intend to review their investments in the Issuer on a continuing basis. Subject to the terms of the Letter Agreement, any actions the Reporting Person might undertake may be made at any time and from time to time without prior notice and will be dependent upon the Reporting Person's review of numerous factors, including, but not limited to: an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; price levels of the Issuer's securities; general market, industry and economic conditions; the relative attractiveness of alternative business and investment opportunities; and other future developments.

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Subject to the terms of the Letter Agreement, the Reporting Person may acquire additional securities of the Issuer, or retain or sell all or a portion of the securities then held, in the open market or in privately negotiated transactions, including pursuant to registered transactions pursuant to the Registration Rights Agreement. In addition, the Reporting Person and its representatives to the Issuer's board of directors may engage in discussions with management, the Issuer's board of directors, and securityholders of the Issuer and other relevant parties or encourage, cause or seek to cause the Issuer or such persons to consider or explore extraordinary corporate transactions, such as: a merger, reorganization or other transaction that could result in the delisting or de-registration of the Common Stock; sales or acquisitions of assets or businesses; changes to the capitalization or dividend policy of the Issuer; or other material changes to the Issuer's business or corporate structure, including changes in management or the composition of the Board. There can be no assurance, however, that the Reporting Person will propose such a transaction or that any such transaction would be successfully implemented.

Other than as described above, the Reporting Person does not currently have any plans or proposals that relate to, or would result in, any of the matters listed in Items 4(a)–(j) of Schedule 13D, although, depending on the factors discussed herein, the Reporting Person may change its purpose or formulate different plans or proposals with respect thereto at any time.

**Item 5. Interest in Securities of the Issuer**

(a) – (b)

The following sets forth, as of the date of this Schedule 13D, the aggregate number of shares of Common Stock and percentage of Common Stock beneficially owned by the Reporting Person, as well as the number of shares of Common Stock as to which each Reporting Person has the sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition of or shared power to dispose or to direct the disposition of, as of the date hereof, based on 26,851,000 shares of Common Stock outstanding as of December 16, 2021, which includes: (i) 20,700,000 shares of Common Stock issued in the IPO, (ii) 796,000 shares of Common Stock included in the Placement Units, (iii) 5,175,000 shares of Common Stock issuable upon conversion of the Founder Shares and (iv) 180,000 shares of Common Stock issued to the representative of the underwriters on the IPO.

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<b>Reporting Person</b>	<b>Amount beneficially owned</b>	<b>Percent of class</b>	<b>Sole power to vote or to direct the vote</b>	<b>Shared power to vote or to direct the vote</b>	<b>Sole power to dispose or to direct the disposition</b>	<b>Shared power to dispose or to direct the disposition</b>
ROC Energy Holding, LLC	5,971,000	22.24%	5,971,000	0	5,971,000	0

The securities reported above are held of record by Sponsor and include: (i) 796,000 shares of Common Stock included in the Placement Units, and (ii) 5,175,000 shares of Common Stock issuable upon conversion of the Founder Shares.

Sponsor is the record holder of the securities reported herein. FP SPAC is the general partner of Sponsor, and Joseph Drysdale, Jeff Brownlow and Matt Mathison are managing partners of FP SPAC. By virtue of these relationships, each of these entities and individuals may be deemed to share beneficial ownership of the securities held of record by Sponsor. Mr. Drysdale, Mr. Brownlow and Mr. Mathison each disclaims beneficial ownership of the securities held by the Sponsor other than to the extent of his pecuniary interest in such securities.

(c) The Reporting Person has not effected any transactions in the Common Stock during the 60 days preceding the date of this report, except as described in this Schedule 13D, which information is incorporated herein by reference.

(d) Not applicable.

(e) Not applicable.

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

Item 4 above summarizes certain provisions of the Private Placement Units Purchase Agreement, Letter Agreement, and Registration Rights Agreement and is incorporated herein by reference. A copy of these agreements are attached as exhibits to this Schedule 13D, and are incorporated herein by reference.

Except as set forth herein, the Reporting Person does not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, including but not limited to any contracts, arrangements, understandings or relationships concerning the transfer or voting of such securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

**Item 7. Materials to be Filed as Exhibits**

<b>Exhibit Number</b>	<b>Description</b>
1	Joint Filing Agreement.
2	Letter Agreement, dated December 1, 2021, by and among the Issuer, its officers, its directors and Sponsor. (Incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed December 7, 2021).
3	Registration Rights Agreement, dated December 1, 2021, by and between the Issuer, Sponsor and certain other securityholders. (Incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed December 7, 2021).
4	Private Placement Units Purchase Agreement, dated December 1, 2021, by and between the Issuer and Sponsor. (Incorporated by reference to Exhibit 10.6 to the Issuer's Current Report on Form 8-K filed December 7, 2021).



**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.

**Date:** December 16, 2021

**ROC ENERGY HOLDINGS, LLC**

By: FP SPAC 2, LLC, its general partner

By: /s/ Joseph Drysdale

Name: Joseph Drysdale

Title: a Managing Partner of FP SPAC 2, LLC

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**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree that they are jointly filing this statement on Schedule 13D. Each of them is responsible for the timely filing of such statement and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the 16th day of December, 2021.

**ROC ENERGY HOLDINGS, LLC**

By: FP SPAC 2, LLC, its general partner

By: /s/ Joseph Drysdale

Name: Joseph Drysdale

Title: a Managing Partner of FP SPAC 2, LLC

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