

Trovogene, Inc.
Form 8-K
February 06, 2015

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 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): **February 6, 2015**

Trovogene, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-35558
(Commission File Number)

27-2004382
(IRS Employer Identification No.)

11055 Flintkote Avenue, Suite A

San Diego, CA 92121

(Address of principal executive offices)

Registrant's telephone number, including area code: **(858) 952-7570**

(Former name or former address, if changed since last report)

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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:

- ☐ Written communication 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 1.01

Entry into a Material Definitive Agreement

On February 6, 2015, Trovogene, Inc. (the *Company*) entered into an purchase agreement (the *Purchase Agreement*) with Piper Jaffray & Co., as representative (the *Representative*) of the underwriters identified therein (the *Underwriters*), relating to the issuance and sale of 4,444,444 shares of common stock, par value \$0.0001 per share (*Common Stock*). The public offering price for each share of Common Stock is \$4.50.

The Purchase Agreement contains customary representations, warranties and agreements by the Company, customary conditions to closing, indemnification obligations of the Company and the Underwriters, including for liabilities under the Securities Act of 1933, as amended (the *Securities Act*), other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Purchase Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the Purchase Agreement.

Pursuant to the Purchase Agreement, subject to certain exceptions, the Company, its directors and officers have agreed not to sell or otherwise dispose of any of the Company's Common Stock held by them for a period ending 90 days after the date of the Underwriting Agreement without first obtaining the written consent of the Representative, subject to certain exceptions.

The Common Stock is being offered and sold pursuant to the Company's effective shelf registration statement on Form S-3 and an accompanying prospectus (Registration Statement No. 333-186196) filed with the Securities and Exchange Commission (the *SEC*) on January 25, 2013 and declared effective by the SEC on February 4, 2013, and a prospectus supplement filed with the SEC in connection with the Company's takedown relating to the offering. A copy of the opinion of Sichenzia Ross Friedman Ference LLP relating to the legality of the issuance and sale of the shares of Common Stock in the offering is attached as Exhibit 5.1 hereto.

The net proceeds to the Company from the sale of the shares of Common Stock is expected to be approximately \$18.3 million, after deducting underwriting discounts and commissions and other estimated offering expenses payable by the Company, assuming no exercise by the Underwriters of the 30 day option which the Company has granted the Underwriters under the terms of the Purchase Agreement to purchase up to an additional 666,666 shares of Common Stock to cover over-allotments, if any. The offering is expected to close on or about February 11, 2015, subject to customary closing conditions.

The foregoing description of the terms of the Purchase Agreement does not purport to be complete and are subject to, and qualified in their entirety by reference to, the Purchase Agreement, which is filed herewith as Exhibit 1.1 and are incorporated herein by reference.

On February 6, 2015, the Company issued a press release announcing that it had priced the offering. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Forward-Looking Statements

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Certain statements in this Current Report on Form 8-K are forward-looking statements that involve a number of risks and uncertainties. Such forward-looking statements include statements about the expected settlement of the sale and purchase of securities described herein and the Company's receipt of net proceeds therefrom. For such statements, the Company claims the protection of the Private Securities Litigation Reform Act of 1995. Actual events or results may differ materially from the Company's expectations. Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to, the Company's ability to satisfy applicable closing conditions under the Purchase Agreement. Additional factors that could cause actual results to differ materially from those stated or implied by the Company's forward-looking statements are

disclosed in the prospectus supplement and accompanying prospectus and the Company's reports filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit No.	Description
1.1	Purchase Agreement, dated February 6, 2015, between Trovogene, Inc. and Piper Jaffray & Co., as representative of the several underwriters
5.1	Opinion of Sichenzia Ross Friedman Ference LLP
23.1	Consent of Sichenzia Ross Friedman Ference LLP (included in Exhibit 5.1)
99.1	Press release of Trovogene, Inc., dated February 6, 2015

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.

Dated: February 6, 2015

TROVAGENE, INC.

By:

/s/ Antonius Schuh
Antonius Schuh
Chief Executive Officer