
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 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): January 2, 2018

Rexahn Pharmaceuticals, Inc.

(Exact Name of Registrant as Specified in its Charter)

DELAWARE

(State or other jurisdiction of Incorporation)

001-34079

(Commission File Number)

11-3516358

(I.R.S. Employer Identification No.)

**15245 Shady Grove Road, Suite 455
Rockville, MD**

(Address of principal executive offices)

20850

(Zip Code)

Registrant's telephone number, including area code: (240) 268-5300

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 communications 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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company



If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Section 5 – Other Events

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 4, 2018, Rexahn Pharmaceuticals, Inc. (the “Company”) announced the appointment of Douglas J. Swirsky as the Company’s President and Chief Financial Officer on January 2, 2018.

On January 2, 2018, in connection with his appointment as the Company’s President and Chief Financial Officer, the Company entered into an employment agreement (the “Employment Agreement”) with Mr. Swirsky. Pursuant to the Employment Agreement, the Company agreed to pay Mr. Swirsky an initial annual base salary of \$350,000. Mr. Swirsky is also eligible, at the discretion of the Compensation Committee (the “Compensation Committee”) of the Company’s Board of Directors (the “Board”) to receive an annual cash bonus targeted at forty percent of his base salary, subject to achievement of performance objectives and milestones to be set by the Board or the Compensation Committee. The Employment Agreement also provides for a grant of 250,000 options to purchase shares of the Company’s common stock, which were granted on January 2, 2018 and vest based on the following schedule: twenty-five percent (25%) of the options vest on the first anniversary of the grant date, and thereafter the remaining portion vests in thirty-six equal monthly installments, until the Stock Option is fully-vested.

In the event Mr. Swirsky’s employment is terminated by reason of death, disability, for “cause,” as defined in the Employment Agreement, or by Mr. Swirsky without “good reason,” as defined in the Employment Agreement, the Company will pay Mr. Swirsky his base salary owed up to the termination date, including payment for any unused vacation days and any earned but unpaid annual bonus for the prior year (collectively, “Accrued obligations”). If the Company terminates Mr. Swirsky’s employment without cause or Mr. Swirsky terminates his employment with good reason, subject to Mr. Swirsky entering into a general release, the Company shall pay Mr. Swirsky any Accrued Obligations, as well as a lump sum equal to his then current annual base salary, an amount equal to the pro-rata portion of the bonus to which he otherwise might have been entitled, assuming for such purpose that Mr. Swirsky would have received a bonus for that year equal to his bonus at target if he had stayed employed with the Company for the entire year, and COBRA premiums for twelve months, and Mr. Swirsky’s stock options will be subject to accelerated vesting with respect to that portion that would otherwise have vested in the twelve months following the termination of employment. In the event the Company terminates Mr. Swirsky’s employment without cause or Mr. Swirsky terminates his employment with good reason within the two-year period following a “Change of Control,” as defined in the Company’s Stock Option Plan, subject to Mr. Swirsky entering into a general release, the Company shall pay Mr. Swirsky any Accrued Obligations, as well as a lump sum equal to eighteen months of his current annual base salary and his target bonus, in addition to an amount equal to the target bonus for the fiscal year in which his termination occurs, the accelerated vesting of all outstanding equity awards and COBRA premiums for eighteen months. The Employment Agreement also contains confidentiality provisions and a provision prohibiting Mr. Swirsky from soliciting the Company’s executives, employees, customers or clients for a period of twelve months following his termination.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text of the Employment Agreement, which is attached as Exhibit 10.1 hereto and incorporated by reference herein.

Mr. Swirsky, age 48, was most recently President, Chief Executive Officer and a director of GenVec, Inc., a publicly-traded biotechnology company, a position he held from September 2013 through the sale of the company in June 2017. He joined GenVec in 2006 as Chief Financial Officer and Treasurer and held those roles through September 2013. Prior to joining GenVec, Mr. Swirsky was a Managing Director and the Head of Life Sciences Investment Banking at Stifel Nicolaus from 2005 to 2006 and held investment banking positions at Legg Mason from 2002 until Stifel Financial’s acquisition of the Legg Mason Capital Markets business in 2005. He has also previously held investment banking positions at UBS, PaineWebber and Morgan Stanley. Mr. Swirsky is on the board of directors of Fibrocell Science, Inc., Collectar Biosciences, Inc., and Pernix Therapeutics Holdings, Inc. Mr. Swirsky is a certified public accountant and a CFA® charter holder. He received his B.S. in Business Administration from Boston University and his M.B.A. from the Kellogg School of Management at Northwestern University.

In connection with his appointment as President and Chief Financial Officer, Mr. Swirsky will become the Principal Financial Officer and Principal Accounting Officer of the Company, taking on those roles from Tae Heum “Ted” Jeong, who announced his resignation in December 2017 as the Company’s Senior Vice President of Finance, Chief Financial Officer, and Secretary.

Section 7 – Regulation FD

Item 7.01 Regulation FD Disclosure.

On January 4, 2018, the Company issued a press release announcing the appointment of Douglas Swirsky as the Company's President and Chief Financial Officer. A copy of the Company's press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
---------------------------	---------------------------

<u>10.1</u>	Employment Agreement by and between Rexahn Pharmaceuticals, Inc. and Douglas Swirsky effective January 2, 2018.
-----------------------------	---

<u>99.1</u>	Press release of Rexahn Pharmaceuticals, Inc. dated January 4, 2018.
-----------------------------	--

SIGNATURES

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.

REXAHN PHARMACEUTICALS, INC.

Date: January 4, 2018

/s/ Peter D. Suzdak

Peter D. Suzdak

Chief Executive Officer

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of January 2, 2018 (“**Effective Date**”), is made by and between **Rexahn Pharmaceuticals, Inc.**, a Delaware corporation (the “**Company**”), and Douglas Swirsky (the “**Executive**”).

RECITALS

WHEREAS, the Company desires to employ the Executive pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, the Executive desires to accept such employment pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Term.** The Executive’s employment under this Agreement shall commence on the Effective Date, and shall continue until terminated pursuant to Section 7 hereof (the “**Term**”). During the Term, Executive’s employment is terminable “at will” (*i.e.*, with or without cause and with or without notice), in any case, in accordance with the terms of this Agreement.

2. **Title.** The Executive will serve as the President and Chief Financial Officer (“**CFO**”) of the Company.

3. **Duties.** The Executive is responsible for duties commensurate with his position as the President and CFO of the Company, or as may be assigned to him from time to time by the Company’s Chief Executive Officer (the “**CEO**”) or the Company’s Board of Directors (the “**Board**”). The Executive agrees to devote his full time, attention, skill and energy to the duties set forth herein and to the business of the Company, and to use his best efforts to promote the success of the Company’s business. Notwithstanding the foregoing, the Executive will be permitted to (a) continue to engage in the activities listed on Exhibit B, and (b) with the prior written consent of the Board (which consent can be withheld by the Board in its discretion) act or serve as a director, trustee, committee member or principal of any type of business, civic or charitable organization, subject to compliance with the Company’s policies; provided further that, the activities described in clauses (a) and (b) do not interfere with the performance of the Executive’s duties and responsibilities to the Company as provided hereunder

4. **Reporting.** The Executive will report directly to the CEO.

5. **Location.** The Executive shall be based in the Company’s Rockville, Maryland offices. However, the Executive acknowledges that in order to effectively perform his duties, he will occasionally be required to travel for business purposes.

6. **Compensation.**

(a) **Base Salary.** The Executive will receive an annualized base salary of Three Hundred and Fifty Thousand dollars (\$350,000.00) (the “**Base Salary**”), payable in accordance with the Company’s normal payroll practices as in effect from time to time. Such Base Salary shall be subject to periodic review by the Compensation Committee (the “**Compensation Committee**”) of the Board, and may be adjusted in the sole discretion of the Compensation Committee.

(b) Discretionary Annual Cash Bonus. The Executive shall be eligible to receive a discretionary annual cash bonus for each fiscal year (the “**Bonus**”). Whether to award a Bonus, and the amount of any Bonus, will be determined by the Compensation Committee in its sole discretion; provided, that the Bonus shall target Forty percent (40%) of the Base Salary (the “**Target Bonus**”). The Bonus, if any, will be based on a program and criteria established by the Board or the Compensation Committee, and that shall be generally consistent among all of the Company’s similarly situated executives. The Bonus shall be paid to the Executive within sixty (60) days after the Compensation Committee determines to award such bonus but in no event later than March 15 of the year following the year of performance.

(c) Stock Option Awards. Upon the commencement of the Executive’s employment with the Company (the “**Commencement Date**”), the Executive shall be granted an option to purchase up to 250,000 shares of the Company’s common stock (the “**Stock Option**”) which shall vest based on the following schedule: twenty-five percent (25%) of the shares subject to the Stock Option shall vest on the first anniversary of the Commencement Date; and thereafter, one forty-eighth (1/48th) of the shares subject to the Stock Option shall vest in monthly installments, on the first business day of each month, until the Stock Option is fully-vested. The Stock Option shall be subject to such other terms and conditions as are set forth in the Stock Option Agreement dated the Commencement Date (the “**Stock Option Agreement**”) between the Company and the Executive, and the Company’s Stock Option Plan, as amended from time to time.

(d) Vacation. During the Term, the Executive shall be entitled to vacation benefits in accordance with the Company’s vacation policy for officers, provided, however, that the Executive will be entitled to at least fifteen (15) paid vacation days per calendar year (prorated for partial years).

(e) Benefits. During the Term, and provided that the Executive satisfies, and continues to satisfy, any plan eligibility requirements, the Executive shall be entitled to participate in, and receive benefits under, any retirement savings plan or welfare benefit plan made available by the Company to similarly-situated executives, as such plans may be in effect from time to time. Such benefits may be changed unilaterally by the Company, without notice to the Executive.

(f) Reimbursement of Business Expenses. The Company will reimburse the Executive for all reasonable and properly-documented business-related expenses incurred or paid by him in connection with the performance of his duties hereunder, consistent with Company policy regarding reimbursement of such expenses provided, however, that the Executive will be entitled to reimbursement for expenses related to maintaining his professional memberships, designations, and licenses.

(g) Term Life Insurance. The Company shall provide the Executive, at the Company's cost, with term life insurance in accordance with the Company's insurance policy, for which the Executive may designate the beneficiary.

(h) Withholdings. All payments made under this Section 6, or under any other provision of this Agreement, shall be subject to any and all federal, state and local taxes and other withholdings required by applicable law.

7. Termination of Employment.

(a) Due to Death. The Executive's employment will automatically terminate immediately upon his death.

(b) Due to Disability. If the Executive incurs a Disability (as defined below) during the Term, then the Company, in its sole discretion, shall be entitled to terminate the Executive's employment immediately upon written notice to the Executive of such decision. For purposes of this Agreement, "**Disability**" shall mean a physical or mental impairment that prevents the Executive from performing the essential duties of his position, with or without reasonable accommodation, for (i) a period of ninety (90) consecutive calendar days or (ii) an aggregate of ninety (90) work days in any period of six (6) months. The determination of whether the Executive incurred a Disability shall be made by the Board, in good faith, after consultation with the Executive's physician and consistent with applicable laws pertaining to persons with disabilities. The Executive acknowledges that the Company regards him as a "key employee" under the Family and Medical Leave Act, to the extent that Act is applicable.

(c) By the Company With Cause. The Company shall be entitled to terminate the Executive's employment with Cause (as defined below) by providing ten (10) days' prior written notice to the Executive that Cause exists to terminate his employment and reasonably specifying the Cause; provided, that the Cause is not cured and continues to exist at the end of such ten-day (10-day) period. The Company reserves the right to withdraw any and all duties from the Executive, and to exclude the Executive from the Company's premises, upon delivery of such notice of termination. For purposes of this Agreement, "**Cause**" shall mean any of the following:

(i) the commission by the Executive of an act of malfeasance, dishonesty, fraud or breach of trust against the Company or any of its Executives, customers or suppliers;

(ii) material breach by the Executive of any of his obligations under this Agreement, or any other agreement between the Executive and the Company;

(iii) the Executive's material failure to comply with the Company's written policies;

(iv) the Executive's material failure, neglect or refusal to perform his duties under this Agreement, or to follow the lawful written directions of the CEO;

(v) the Executive's commission of any act that would constitute a felony or any crime involving moral turpitude;

(vi) any act or omission by the Executive involving dishonesty or fraud or that is, or is reasonably likely to be materially injurious to the financial condition or business reputation of the Company, or that otherwise is materially injurious to the Company's Executives, customers or suppliers; or

(vii) other than with respect to a Disability, the inability of the Executive to perform the duties of his position.

(d) By the Executive Without Good Reason. The Executive shall be entitled to terminate his employment with the Company without Good Reason (as defined below) by providing the Company with at least thirty (30) days' advance written notice of such decision. The Company reserves the right to withdraw any and all duties from the Executive, and to exclude the Executive from the Company's premises, upon delivery of such notice of termination.

(e) By the Company Without Cause. The Company shall be entitled to terminate the Executive's employment without Cause by providing written notice to the Executive of such decision. No advance notice period is required for a termination by the Company without Cause. The Company reserves the right to withdraw any and all duties from the Executive, and to exclude the Executive from the Company's premises, upon delivery of such notice of termination.

(f) By the Executive With Good Reason.

(i) The Executive may voluntarily terminate his employment for Good Reason (as defined below) by notifying the Company in writing, within ninety (90) days after the initial existence of one of the events below, that the Executive intends to terminate his employment for Good Reason, and, if such Good Reason is not cured in accordance with the cure provision set forth below, the Executive must actually terminate employment no later than thirty (30) days following the expiration of the cure period; provided, that the event constituting Good Reason continues to exist as of such date. "**Good Reason**" means the occurrence of any of the following events:

(A) A material diminution in the Executive's duties or authority inconsistent with the Executive's position (including status, offices, titles and reporting requirements), excluding an action not taken in bad faith that is remedied by the Company after receipt of notice thereof given by the Executive;

(B) A reduction in the Executive's Base Salary or target bonus percentage;

(C) a relocation of the Executive's principal place of employment by more than 35 miles, except for required travel on Company business to an extent substantially consistent with the Executive's business travel obligations as of the date of relocation; or

(D) any other action or inaction by the Company that constitutes a material breach of (i) the terms and provisions of this Agreement or (ii) any other material agreement between the Executive and the Company.

(ii) Anything herein to the contrary notwithstanding, the Executive's employment shall not be terminated for Good Reason unless he provides written notice to the Company stating the basis of such termination and the Company fails to cure the action or inaction that is the basis for the termination for Good Reason within thirty (30) days after receipt of such notice.

8. **Compensation Upon Termination of Employment.**

(a) Termination by Reason of Death, Disability, for Cause or by the Executive without Good Reason. Subject to Section 8(c) below, if the Executive's employment is terminated pursuant to Section 7(a), 7(b), 7(c) or 7(d) above, then the Company shall pay to the Executive (or his estate, as appropriate) the following amounts, and no other amounts, no later than the next regular payroll date of the Company following the date of termination:

- (i) The Base Salary to which he is otherwise entitled for the period ending on the termination date;
- (ii) The Base Salary equal to the amount of any accrued but unused vacation days as of the termination date; and
- (iii) Any earned but unpaid annual Bonus for a year prior to the year in which the termination occurs.

(b) Other Termination. If the Executive's employment is terminated by the Company without Cause pursuant to Section 7(e), or by the Executive with Good Reason pursuant to Section 7(f) above, but not under the circumstances contemplated by Section 8(c) below, then the Company shall pay to the Executive, within 60 days of his termination date (but in all cases subject to Section 8(d) below and not before the applicable general release becoming effective in accordance with its terms), the following amounts and benefits:

- (i) The Base Salary to which he is otherwise entitled for the period ending on the termination date;
- (ii) The Base Salary equal to the amount of any accrued but unused vacation days as of the termination date;
- (iii) Any earned but unpaid annual Bonus for a year prior to the year in which the termination occurs;
- (iv) A cash lump sum amount equal to twelve (12) months of his then current annual Base Salary on the effective date of termination, ignoring any decrease in Base Salary that may form the basis for Good Reason;

(v) An amount equal to a pro-rata portion of the Bonus to which the Executive otherwise might have been entitled pursuant to Section 6(b) above, assuming for such purposes that the Executive would have received a bonus for that year equal to his Bonus at target if he had stayed employed with the Company for the entire year;

(vi) If Executive timely elects and is eligible for continued coverage under COBRA for himself and his covered dependents under the Company's group health plans following such termination employment, then the Company will pay the COBRA premiums necessary to continue the Executive's health insurance coverage in effect for himself and his eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), through the earlier to occur of the expiration of the twelve-month (12-month) period following his termination date, the date the Executive becomes eligible for coverage under another employer's group health plan, or the cessation of Executive's eligibility for the continuation coverage under COBRA. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company, in its sole discretion, may elect instead to pay Executive on the first day of each month of the twelve-month period, a fully taxable cash payment equal to such portion of the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the "***Special Severance Payment***"). Executive may, but is not obligated to, use such Special Severance Payment toward the cost of COBRA premiums. The first Special Severance Payment will occur on the date that is thirty days following the date of Executive's termination from employment, subject to the effectiveness of the general release as set forth in Section 8(d), and subsequent payments will occur on the schedule described above. If the Executive becomes eligible for coverage under another employer's group health plan or otherwise ceases to be eligible for COBRA during the period provided in this clause, the Executive must immediately notify the Company of such event, and all payments and obligations under this clause will cease;

(vii) All of the Executive's then-outstanding Stock Options will be subject to accelerated vesting, and (if applicable) become immediately exercisable, with respect to the number of shares as to which the Stock Options that otherwise would have vested in the twelve-month (12-month) period following the Executive's termination date; and

(viii) The Company will extend the post-termination exercise period applicable to the Executive's then-outstanding Stock Options until the earliest to occur of (i) twelve (12) months following his termination date, and (ii) the original term of the Stock Options.

(c) Change of Control.

(i) If the Executive's employment is terminated by the Company without Cause (and not as a result of death or a Disability) or by the Executive for Good Reason and such termination date falls within the two-year (2-year) period immediately following a Change of Control (as defined in the Company's Stock Option Plan as in effect on the date hereof) (a "***Change of Control Termination***"), then the Company shall pay to the Executive, within 60 days of his termination date (but in all cases subject to Section 8(d) below and not before the applicable general release becoming effective in accordance with its terms), the following amounts:

- (A) The Base Salary to which he is otherwise entitled for the period ending on the termination date;
- (B) The Base Salary equal to the amount of any accrued but unused vacation days as of the termination date;
- (C) Any earned but unpaid annual Bonus for a year prior to the year in which the termination occurs;
- (D) A cash lump sum amount equal to the sum of (i) eighteen (18) months of the Executive's then current annual Base Salary on the effective date of termination, ignoring any decrease in Base Salary that forms the basis for Good Reason and (ii) the Executive's Target Bonus divided by 12 and multiplied by 18; and
- (E) An amount equal to the bonus to which the Executive otherwise would have been entitled pursuant to Section 6(b) above, assuming for such purposes that the Executive would have received a bonus for that fiscal year equal to the Target Bonus if he had stayed employed with the Company for the entire year.

(ii) Following the Change of Control Termination, if Executive timely elects continued coverage under COBRA for himself and his covered dependents under the Company's group health plans following such termination employment, then the Company will pay the COBRA premiums necessary to continue the Executive's health insurance coverage in effect for himself and his eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), through the earlier to occur of the expiration of the eighteen-month period following his termination date or the expiration of Executive's eligibility for the continuation coverage under COBRA. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that the payment of the COBRA premiums would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing the COBRA premiums, the Company, in its sole discretion, may elect instead to pay Executive on the first day of each month of the eighteen-month period, the Special Severance Payment. Executive may, but is not obligated to, use such Special Severance Payment toward the cost of COBRA premiums. If the Executive becomes eligible for coverage under another employer's group health plan or otherwise cease to be eligible for COBRA during the period provided in this clause, the Executive must immediately notify the Company of such event, and all payments and obligations under this clause will cease.

(iii) Immediately prior to a Change of Control, all options, restricted stock and other equity-based awards granted to the Executive by the Company and held by him immediately prior to such a Change of Control shall become immediately and fully vested and, in the case of Stock Options, shall remain exercisable for their respective original terms.

(d) Release Required; Certain Limitations on the Company's Obligations Hereunder. The obligations of the Company to the Executive under Section 8(b) or 8(c) shall be subject to the Executive's execution of a general release in favor of the Company (and the expiration of any revocation period applicable to the general release), in the form of Exhibit A hereto or in such other form mutually agreed upon by the parties, within sixty (60) days of Executive's termination. Other than as expressly set forth in this Section 8, the Company shall have no payment or other obligations to the Executive following a termination of his employment by the Company.

9. Confidential Information.

(a) Non-Use and Non-Disclosure of Confidential Information. The Executive acknowledges that, during the course of his employment with the Company, he will have access to information about the Company and/or its subsidiaries and their clients and suppliers, that is confidential and/or proprietary in nature, and that belongs to the Company and/or its subsidiaries. As such, at all times, both during the Term and thereafter, the Executive will hold in the strictest confidence, and not use or attempt to use except for the benefit of the Company and/or its subsidiaries, and not disclose to any other person or entity (without the prior written authorization of the Board) any Confidential Information (as defined below). Notwithstanding anything contained in this Section 9, the Executive will be permitted to disclose any Confidential Information to the extent required by validly-issued legal process or court order, provided that the Executive notifies the Company and/or its subsidiaries immediately of any such legal process or court order in an effort to allow the Company and/or its subsidiaries to challenge such legal process or court order, if the Company and/or its subsidiaries so elects, prior to the Executive's disclosure of any Confidential Information.

(b) No Breach. The Executive represents and warrants that he has not and will not make unauthorized disclosure to the Company of any confidential information or trade secrets of any third party or otherwise breach any obligation of confidentiality to any third party.

(c) Definition of "Confidential Information". For purposes of this Agreement, "**Confidential Information**" means any confidential or proprietary information that belongs to the Company and/or its subsidiaries, or any of their clients or suppliers, including without limitation, technical data, market data, trade secrets, trademarks, service marks, copyrights, other intellectual property, know-how, research, business plans, product information, projects, services, client lists and information, client preferences, client transactions, supplier lists and information, supplier rates, software, hardware, technology, inventions, developments, processes, formulas, designs, drawings, marketing methods and strategies, pricing strategies, sales methods, financial information, revenue figures, account information, credit information, financing arrangements and other information disclosed to the Executive by the Company and/or its subsidiaries in confidence, directly or indirectly, and whether in writing, orally or by electronic records, drawings, pictures or inspection of tangible property. "Confidential Information" does not include any of the foregoing information that has entered the public domain other than by a breach of this Agreement.

10. **Return of Company Property.** Upon the termination of the Executive's employment with the Company or at any time during such employment upon request by the Board, the Executive will promptly deliver to the CEO (or its representative) and not keep in his possession, or recreate or deliver to any other person or entity, any and all property that belongs to the Company and/or its subsidiaries, or that belongs to any other third party and is in the Executive's possession as a result of his employment with the Company, including without limitation, computer hardware and software, pagers, PDA's, cell phones, other electronic equipment, records, data, client lists and information, supplier lists and information, notes, reports, correspondence, financial information, account information, product information, files, electronically-stored information and other documents and information, including any and all copies of the foregoing.

11. **Intellectual Property.**

(a) **Prior Inventions.** The Executive hereby acknowledges and agrees that he has made no invention, original work of authorship, development, improvement, and trade secret prior to the commencement of his employment with the Company, that belong solely to the Executive or belong to the Executive jointly with others (subject to the restriction in Section 9(b))(collectively referred to as "***Prior Inventions***")), that relate in any way to any of the Company's and/or its subsidiaries' actual or proposed businesses, products, services or research and development, and that are not assigned to the Company and/or its subsidiaries herein). If in the course of the Executive's employment with the Company (whether during the Term or thereafter), he incorporates into any Company's or its subsidiaries' products, processes, services or machines, a Prior Invention owned by the Executive or in which he has an interest, then the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of, or in connection with, such product, process, service or machine.

(b) **Assignment of Inventions.** The Executive will promptly make full written disclosure to the Board, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company or its designee, all his right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, that he may solely or jointly conceive or develop or reduce to practice, or cause to be developed or reduced to practice, during his employment with the Company (whether during the Term or thereafter) that (i) relate at the time of conception, development or reduction to practice to the actual or demonstrably proposed business or research and development activities of the Company and/or its subsidiaries, (ii) result from or relate to any work performed for the Company and/or its subsidiaries, whether or not during normal business hours or (iii) are developed through the use of Confidential Information (collectively referred to as "***Inventions***"). The Executive further acknowledges that all Inventions that are made by him (solely or jointly with others) within the scope of and during the period of his employment with the Company and/or its subsidiaries (whether during the Term or thereafter) are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by his salary, unless regulated otherwise by law.

(c) Maintenance of Invention Records. The Executive will keep and maintain adequate and current written records of all Inventions made by him (solely or jointly with others) during his employment with the Company and/or its subsidiaries (whether during the Term or thereafter). The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks or any similar format. The records will be available to and remain the sole property of the Company and its subsidiaries at all times. The Executive will not remove such records from the Company's or its subsidiaries' business premises except as expressly permitted by Company policy that may, from time to time, be revised at the sole discretion of the Company.

(d) Further Assistance. The Executive will assist the Company or its designee, at the Company's expense, in every way to secure the Company's rights in any Inventions and any copyrights, patents, trademarks, trade secrets, moral rights or other intellectual property rights relating thereto in any and all countries, including without limitation, the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, records and all other instruments that the Company shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, trademarks, trade secrets, moral rights or other intellectual property rights relating thereto. The Executive acknowledges that his obligation to execute, or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of his employment with the Company until the expiration of the last such intellectual property right in any country. If the Company is unable, after reasonable effort, because of the Executive's mental or physical incapacity or unavailability for any other reason, to secure his signature to apply for or to pursue any application for any patents or copyright registrations covering Inventions assigned to the Company above, then the Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully-permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent or copyright registrations thereon with the same legal force and effect as if originally executed by the Executive. The Executive hereby waives and irrevocably quitclaims to the Company and/or its subsidiaries any and all claims, of any nature whatsoever, that he now or hereafter has for infringement of any and all Inventions assigned to the Company and/or its subsidiaries.

12. No Prior Restrictions. The Executive represents and warrants that his employment with the Company will not violate, or cause him to be in breach of, any obligation or covenant made to any former employer or other third party, and that during the course of his employment with the Company (whether during the Term or thereafter), he will not take any action that would violate or breach any legal obligation that he may have to any former employer or other third party.

13. No Interference with Executives and Customers. The Executive agrees that, during the Executive's employment with the Company and for a period of twelve (12) months immediately thereafter, the Executive will not, directly or indirectly through another person or entity, for himself or any person or entity other than the Company, (i) induce or solicit, or attempt to induce or solicit, any executive or independent contractor of the Company or its subsidiaries (or any individual who was employed or engaged by the Company or its subsidiaries during the one-year period immediately before the termination of the Executive's employment) to leave the employment of, or to cease his or her contracting relationship with, the Company or its subsidiaries, (ii) interfere in any way with the employment relationship between the Company or its subsidiaries or their executives and independent contractors, (iii) hire or engage any executive or independent contractor of the Company or its subsidiaries (or any individual who was employed or engaged by the Company or its subsidiaries during the one-year period immediately before the termination of the Executive's employment) or (iv) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or its subsidiaries to cease doing business with the Company or its subsidiaries, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company or its subsidiaries.

14. Non-Disparagement. Both during and after the Executive's employment with the Company, the Executive agrees not to disparage, portray in a negative light, or take any action that would be harmful to, or lead to unfavorable publicity for, the Company or any of its current or former clients, suppliers, officers, directors, Executives, agents, consultants, contractors, owners, parents, subsidiaries or divisions, whether in public or private, including without limitation, in any and all interviews, oral statements, written materials, electronically-displayed materials and materials or information displayed on Internet-related sites. This Section 14 does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Chairman of the Board. Both during and after the Executive's employment with the Company, the Company, including its Section 16 officers and members of its Board of Directors shall not make any written or oral statement that may defame, disparage or cast in a negative light so as to do harm to the personal or professional reputation of the Executive whether in public or private, including without limitation, in any and all interviews, oral statements, written materials, electronically-displayed materials and materials or information displayed on Internet-related sites. Notwithstanding the foregoing, it shall not be a violation of this Section 14 for the Company to advise any prospective employer (or similar party) of any restrictive covenant or similar obligation of the Executive to the Company for purposes of assuring compliance with that covenant or obligation.

15. Equitable Relief. The Executive acknowledges that the remedy at law for his breach of Sections 9, 10, 11, 13 and 14 above will be inadequate, and that the damages flowing from such breach will not be readily susceptible to being measured in monetary terms. Accordingly, upon a violation of any part of such sections, the Company shall be entitled to immediate injunctive relief (or other equitable relief) and may obtain a temporary order restraining any further violation. No bond or other security shall be required in obtaining such equitable relief, and the Executive hereby consents to the issuance of such equitable relief. Nothing in this Section 15 shall be deemed to limit the Company's remedies at law or in equity for any breach by the Executive of any of the parts of Sections 9, 10, 11, 13 and 14 above which may be pursued or availed of by the Company.

16. **Judicial Modification.** The Executive acknowledges that it is the intent of the parties hereto that the restrictions contained or referenced in Sections 9, 10, 11, 13 and 14 above be enforced to the fullest extent permissible under the laws of each jurisdiction in which enforcement is sought. If any of the restrictions contained or referenced in such Sections is for any reason held by an arbitrator or court to be excessively broad as to duration, activity, geographical scope or subject, then such restriction shall be construed, judicially modified or “blue penciled” in such jurisdiction so as to thereafter be limited or reduced to the extent required to be enforceable in such jurisdiction under applicable law.

17. **Arbitration.** Other than actions seeking injunctive relief to enforce the provisions of Sections 9, 10, 11, 13 and 14 above (which actions may be brought by the Company in a court of competent jurisdiction), any dispute or controversy between the parties hereto, whether during the Term or thereafter, including without limitation, matters relating to this Agreement, the Executive’s employment with the Company and the cessation thereof, and all matters arising under any federal, state or local statute, rule or regulation or principle of contract law or common law, including but not limited to any and all medical leave statutes, wage-payment statutes, employment discrimination statutes and any other equivalent federal, state or local statute, shall be settled by arbitration administered by JAMS in Washington, D.C. pursuant to its rules applicable to employment disputes, which arbitration shall be confidential, final and binding to the fullest extent permitted by law. The Company shall be responsible for paying the cost of the arbitration (including the cost of the arbitrator), and all of the cost of the attorneys’ fees and costs of each party, unless otherwise apportioned by the arbitrator in accordance with applicable law. Each party acknowledges and agrees that such party is waiving a trial by jury on all claims subject to arbitration. Notwithstanding the forgoing, and in the event of a Termination following a Change of Control, the Company shall pay to the Executive all reasonable legal fees and expenses incurred by the Executive as a result of a dispute regarding the application of any provision of this Agreement; provided, that the Executive prevails in such dispute (as reasonably determined by such arbitration). Such payments shall be made within five (5) business days after delivery of the Executive’s respective written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

18. **Notices.** All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered and received by the other party, or when sent by recognized overnight courier to the following addresses:

If to the Company:

15245 Shady Grove Road
Suite 455
Rockville, Maryland 20850
Attention: Secretary

If to the Executive:

at the Executive’s home address
as reflected on the Company’s records

or to such other address as either party hereto will have furnished to the other in writing in accordance with this Section 18, except that such notice of change of address shall be effective only upon receipt.

19. Severability. In the event that any of the provisions of this Agreement, or the application of any such provisions to the Executive or the Company with respect to obligations hereunder, is held to be unlawful or unenforceable by any court or arbitrator, the remaining portions of this Agreement shall remain in full force and effect and shall not be invalidated or impaired in any manner.

20. Waiver. No waiver by any party hereto of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of any other term or covenant contained in this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement between the Executive and the Company with respect to the subject matter of this Agreement, and supersedes any and all prior agreements and understandings, oral or written, between the Executive and the Company with respect to the subject matter of this Agreement.

22. Amendments. This Agreement may be amended only by an agreement in writing signed by the Executive and an authorized representative of the Company (other than the Executive).

23. Section 409A Provisions.

(a) Separation from Service. Notwithstanding anything in this Agreement to the contrary, to the extent that any severance payments or benefits paid or provided to Executive, if any, under this Agreement are considered deferred compensation subject to Section 409A of the Code and the final regulations and any guidance promulgated thereunder ("***Section 409A***") (such payments, the "***Deferred Payments***"), then to the extent required by Section 409A, no Deferred Payments will be payable unless Executive's termination of employment also constitutes a "separation from service," as defined in Treasury Regulations Section 1.409A-1(h) (without regard to any alternative definition thereunder) (a "Separation from Service"). Similarly, no Deferred Payments payable to Executive, if any, under this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulations Section 1.409A-1(b)(9) will be payable until Executive has a Separation from Service. For clarity, if Executive terminates employment with the Company in a manner entitling Executive to severance payments and benefits under Section 8, but does not incur a separation from service within the meaning of Section 409A, then any severance payments or benefits that are Deferred Payments and that are not immediately payable under this Section 23(a) will instead be paid to Executive when Executive incurs a Separation from Service, notwithstanding that Executive may no longer be employed under this Agreement. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulations Section 1.409A-2(b)(2)(iii)), Executive's right to receive the payments under this Agreement, including the severance payments and benefits, will be treated as a right to receive a series of separate payments and, accordingly, each installment payment will at all times be considered a separate and distinct payment.

(b) Six-Month Wait for Key Executives Following Separation from Service. To the extent that any amount payable or benefit to be provided under this Agreement or any other agreement between the parties hereto constitutes an amount payable or benefit to be provided under a “nonqualified deferred compensation plan” (as defined in Section 409A) upon a “separation from service” (as defined in Section 409A), including any amount payable under Section 8 above, and to the extent that the Executive is deemed to be a “specified employee” (as that term is defined in Section 409A and pursuant to procedures established by the Company) on the “separation from service” date, then, notwithstanding any other provision in this Agreement or any other agreement to the contrary, such payment or benefit provision will not be made to the Executive during the six-month period immediately following the Executive’s “separation from service” date. Instead, on the first day of the seventh month following such “separation from service” date, all amounts that otherwise would have been paid or provided to the Executive during that six-month period, but were not paid or provided because of this Section 23(b), will be paid or provided to the Executive at such time, with any cash payment to be made in a single lump sum (without any interest with respect to that six-month period). This six-month delay will cease to be applicable if the Executive “separates from service” due to death or if the Executive dies before the six-month period has elapsed.

(c) Section 409A Compliance; Exceptions to Payment Delay. To the maximum extent permitted by applicable law, amounts payable to Executive under Section 8 will be made in reliance upon Treasury Regulations Section 1.409A-1(b)(4) (with respect to short-term deferrals) or Treasury Regulations Section 1.409A-1(b)(9) (with respect to separation pay plans). Accordingly, the severance payments provided for in Section 8 are not intended to provide for any deferral of compensation subject to Section 409A of the Code to the extent (i) the severance payments payable under Section 8, by its terms and determined as of the date of Executive’s Separation from Service, may not be made later than the 15th day of the third calendar month following the later of (1) the end of the Company’s fiscal year in which Executive’s termination of employment occurs or (2) the end of the calendar year in which Executive’s termination of employment occurs, or (ii) the severance payments do not exceed an amount equal to two times the lesser of (1) the amount of Executive’s annualized compensation based upon Executive’s annual rate of pay for the calendar year immediately preceding the calendar year in which Executive’s termination of employment occurs (adjusted for any increase during the calendar year in which such termination of employment occurs that would be expected to continue indefinitely had Executive remained employed with the Company) or (2) the maximum amount that may be taken into account under a qualified plan under Section 401(a)(17) of the Code for the calendar year in which Executive’s termination of employment occurs. To the extent the payments and benefits under this Agreement are subject to Section 409A, this Agreement will be interpreted, construed and administered in a manner that satisfies the requirements of Sections 409A(a)(2), (3) and (4) of the Code and the Treasury Regulations and official guidance thereunder. If said payments and benefits to Executive are not exempt from or in compliance with Section 409A, the parties will attempt to bring such payments and benefits into compliance with Section 409A without diminishing the benefits to which Executive is entitled to the greatest extent possible.

(d) **Expense Reimbursement.** If required for compliance with Section 409A of the Code, any business expenses incurred by Executive that are reimbursed by the Company as a non-taxable reimbursement under this Agreement will be paid in accordance with Treasury Regulations Section 1.409A-3(i)(1)(iv) and in accordance with the Company's standard expense reimbursement policies, but in any event on or before the last day of Executive's taxable year following the taxable year in which Executive incurred the expenses. The amounts reimbursed during any taxable year of Executive will not affect the amounts provided in any other taxable year of Executive, and Executive's right to reimbursement for these amounts will not be subject to liquidation or exchange for any other benefit.

(e) **Timing of Release.** Notwithstanding anything in this Agreement to the contrary, if the sixty-day (60-day) consideration period set forth in Section 8(d) would span two calendar years, any payments specified as commencing within sixty (60) days of Executive's termination of employment shall commence in the next calendar year, with the first payment to include all payments that would have been made but for the provisions of this Section 23(e).

24. Successors and Assigns. Because the Executive's obligations under this Agreement are personal in nature, the Executive's obligations may only be performed by the Executive and may not be assigned by him. This Agreement is also binding upon the Executive's successors, heirs, executors, administrators and other legal representatives, and shall inure to the benefit of the Company and its subsidiaries, successors and assigns.

25. Consultation with Counsel. The Executive acknowledges that he has had a full and complete opportunity to consult with counsel of his own choosing concerning the terms, enforceability and implications of this Agreement.

26. No Other Representations. The Executive acknowledges that the Company has made no representations or warranties to the Executive concerning the terms, enforceability or implications of this Agreement other than as reflected in this Agreement.

27. Headings. The titles and headings of sections and subsections contained in this Agreement are included solely for convenience of reference and will not control the meaning or interpretation of any of the provisions of this Agreement.

28. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one agreement.

29. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to its conflict of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

REXAHN PHARMACEUTICALS, INC.

EXECUTIVE

By: /s/Peter Suzdak

Name: Peter Suzdak, Ph.D.

Title: Chief Executive Officer

/s/Douglas Swirsky

Name: Douglas Swirsky

[Signature page to Employment Agreement]

EXHIBIT A

Form of Employment Release (“*Employment Release*”)

In consideration of the payments and benefits set forth in Sections 8(b) or 8(c) of the Employment Agreement (“*Agreement*”) between me and Rexahn Pharmaceuticals, Inc., dated January 2, 2018, I, Douglas Swirsky, do hereby release and forever discharge the Rexahn Pharmaceuticals, Inc., together with its direct and indirect subsidiaries, (the “*Company*”), and all present and former directors, officers, agents, representatives, employees, successors and assigns of the Company, and its direct or indirect owners, and its affiliates and all present and former directors, officers, agents, representatives, employees, successors and assigns of such affiliates (collectively, the “*Released Parties*”) to the extent provided below.

1. Except as provided in paragraph 3 below, I knowingly and voluntarily release and forever discharge the Company and the other Released Parties from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs, expenses and attorneys’ fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date of this Employment Release) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I or any of my heirs, executors, administrators or assigns, may have, including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act) (“*ADEA*”); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1866, as amended; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; Corporate and Criminal Fraud Accountability Act of 2002, also known as the Sarbanes Oxley Act, and each of their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorney’ fees, incurred in these matters). Anything herein to the contrary notwithstanding, nothing herein shall release the Company or any other Released Parties from any claims or damages based on: (i) any right or claim that arises after the Execution Date (as defined below), (ii) any right, including a right to a payment or benefit, the Executive may have under the Agreement or for accrued or vested benefits and stock based awards pursuant to the terms and conditions of the applicable plan document, (iii) the Executive’s eligibility for indemnification, in accordance with applicable laws or the certificate of incorporation or by-laws of the Company, or under any applicable insurance policy, with respect to any liability the Executive incurs or has incurred as a director, officer or employee of the Company and its subsidiaries, (iv) any right the Executive may have to obtain contribution as permitted by law in the event of entry of judgment against him as a result of any act or failure to act for which he and the Company or any other Released Parties are jointly liable; or (v) any right that may not be released as a matter of law by private agreement.
-

2. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 1 above.
 3. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action.
 4. In signing this Employment Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the claims hereinabove mentioned or implied. I expressly consent that this Employment Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated claims), if any, as well as those relating to any other claims hereinabove mentioned or implied. I acknowledge and agree that without this release and waiver the Company would not have agreed to the terms of the Agreement. I further agree that I am not aware of any pending claim or complaint of the type described in paragraph 1 as of the execution of this Employment Release.
 5. I agree that neither this Employment Release, nor the furnishing of the consideration for this Employment Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.
 6. I acknowledge and agree that
 - (a) I am owed no wages, commissions, bonuses, finder's fees, equity or incentive awards, severance pay, vacation pay or any other compensation or vested benefits or payments or remuneration of any kind or nature other than as specifically provided for in the Employment Release; and
 - (b) If I make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Company or any other Released Parties with respect to any cause, matter or thing which is the subject of this Employment Release, the Company may raise this Employment Release as a complete bar to any such action, claim or proceeding, and the Company or any other Released Parties, as applicable may recover from me all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.
 7. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this Employment Release, other than the portion of the release applicable to ADEA claims. I also agree that if I violate this Employment Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement.
-

8. Whenever possible, each provision of this Employment Release shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Employment Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Employment Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS EMPLOYMENT RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;
 2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
 3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
 4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
 5. I HAVE BEEN OFFERED AT LEAST 21 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE ON [_____, 20__], TO CONSIDER IT AND THE CHANGES MADE SINCE THE [_____, 20__] VERSION OF THIS RELEASE ARE NOT MATERIAL AND WILL NOT RESTART THE REQUIRED 21-DAY PERIOD;
 6. ANY CHANGES TO THE AGREEMENT SINCE [_____, 20__] EITHER ARE NOT MATERIAL OR WERE MADE AT MY REQUEST;
 7. I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE THIS RELEASE SOLELY WITH RESPECT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
 8. I HAVE SIGNED THIS EMPLOYMENT RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
-

9. I AGREE THAT THE PROVISIONS OF THIS EMPLOYMENT RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Release as of this ● day of ● 20●● (the “*Execution Date*”).

REXAHN PHARMACEUTICALS, INC.

EXECUTIVE

By: _____

Name:

Title:

Name: Douglas Swirsky

EXHIBIT B

Permitted Activities

Serving as a member or chair of the Boards of Directors and committees of those Boards of Directors of Fibrocell Science, Inc., Celectar BioSciences, Inc., and Pernix Therapeutics Holdings, Inc.



Rexahn Pharmaceuticals Announces the Appointment of Douglas J. Swirsky as President and Chief Financial Officer

ROCKVILLE, Md., January 4, 2018 - Rexahn Pharmaceuticals, Inc. (NYSE MKT: RNN), a clinical stage biopharmaceutical company developing innovative, targeted therapeutics for the treatment of cancer, today announced the appointment of Douglas J. Swirsky as its President and Chief Financial Officer, effective today.

"Doug's extensive leadership, corporate finance and strategy experience make him a strong addition to the Rexahn team," said Dr. Peter Suzdak, Chief Executive Officer for Rexahn Pharmaceuticals. "We look forward to Doug's contributions as we progress our clinical programs through proof of concept studies to later stage clinical development."

"I am excited to join Rexahn and look forward to helping the team grow the company and deliver enhanced shareholder value," said Mr. Swirsky.

Mr. Swirsky was most recently President, CEO and a director of GenVec, Inc., a publicly-traded biotechnology company, a position he held from 2013 through the sale of the company in 2017. He joined GenVec in 2006 as Chief Financial Officer. Prior to joining GenVec, Mr. Swirsky was a Managing Director and the Head of Life Sciences Investment Banking at Stifel Nicolaus from 2005 to 2006 and held investment banking positions at Legg Mason from 2002 until Stifel Financial's acquisition of the Legg Mason Capital Markets business in 2005. He has also previously held investment banking positions at UBS, PaineWebber and Morgan Stanley. Mr. Swirsky is on the board of directors of Fibrocell Science, Inc., Cellerar Biosciences, Inc., and Pernix Therapeutics Holdings, Inc. Mr. Swirsky is a certified public accountant and a CFA® charter holder. He received his B.S. in Business Administration from Boston University and his M.B.A. from the Kellogg School of Management at Northwestern University.

Mr. Swirsky replaces Dr. Tae Heum "Ted" Jeong, Sr. Vice President of Finance, Chief Financial Officer, and Secretary, who informed the Company of his resignation in December to pursue another opportunity. "Ted made a very significant contribution to Rexahn over the last fifteen years and we wish him the best of luck in his new endeavor," commented Dr. Suzdak.

About Rexahn Pharmaceuticals, Inc.

Rexahn Pharmaceuticals Inc. (NYSE MKT: RNN) is a clinical stage biopharmaceutical company dedicated to developing novel, best-in-class therapeutics for the treatment of cancer. The Company's mission is to improve the lives of cancer patients by developing next generation cancer therapies that are designed to maximize efficacy while minimizing the toxicity and side effects traditionally associated with cancer treatment. The Company has a broad oncology pipeline that includes three anti-cancer compounds currently in Phase II clinical development: RX-3117, Supinoxin™ and Archexin®. For more information about the Company and its oncology programs, please visit www.rexahn.com.

Safe Harbor

To the extent any statements made in this press release deal with information that is not historical, these are forward looking statements under the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about Rexahn's plans, objectives, expectations and intentions with respect to growth, the path of clinical trials and development activities, and other statements identified by words such as "will," "potential," "could," "can," "believe," "intends," "continue," "plans," "expects," "anticipates," "estimates," "may," other words of similar meaning or the use of future dates. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Uncertainties and risks may cause Rexahn's actual results to be materially different than those expressed in or implied by Rexahn's forward-looking statements. For Rexahn, particular uncertainties and risks include, among others, understandings and beliefs regarding the role of certain biological mechanisms and processes in cancer; drug candidates being in early stages of clinical development; the timing of completion of clinical trials; the ability to initially develop drug candidates for orphan indications to reduce the time-to-market and take advantage of certain incentives provided by the U.S. Food and Drug Administration; and the ability to transition from our initial focus on developing drug candidates for orphan indications to candidates for more highly prevalent indications. More detailed information on these and additional factors that could affect Rexahn's actual results are described in Rexahn's filings with the Securities and Exchange Commission, including its most recent annual report on Form 10-K and subsequent quarterly reports on Form 10-Q. All forward-looking statements in this news release speak only as of the date of this news release. Rexahn undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

CONTACT:

LifeSci Advisors, LLC
Ashley Robinson
arr@lifesciadvisors.com
(617) 535-7742