

**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): August 24, 2019

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

(IRS 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

N/A

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

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 (see General Instruction A.2. below):

- ☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.0001 par value	REXN	Nasdaq Capital Market

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Effective August 24, 2019, Rexahn Pharmaceuticals, Inc. (the “Company”) and BioSense Global LLC (“BioSense”) entered into an amendment (the “Amendment”) to the Collaboration and License Agreement (the “Agreement”) between the parties dated as of February 25, 2019. Pursuant to the Amendment, the parties agreed to extend from August 24, 2019 until September 23, 2019 the due date for the final installment of \$1.5 million of the upfront payment owed by BioSense to the Company under the Agreement (the “License Fee”). Under the terms of the Agreement, the Company has agreed to grant BioSense an exclusive license to develop and commercialize pharmaceutical products containing RX-3117 as a single agent for the prevention or treatment of metastatic pancreatic cancer and other forms of cancer in the Republic of Singapore, China, Hong Kong, Macau and Taiwan that is effective upon payment in full of the License Fee. Except as modified by the Amendment, the Agreement remains in full force and effect. A copy of the Amendment is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

To the extent any statements made in this current report 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 the payment of the License Fee and the development of RX-3117. Uncertainties and risks may cause the Company’s actual results to be materially different than those expressed in or implied by the Company’s forward-looking statements. For the Company, particular uncertainties and risks include, among others, a decision by BioSense not to make the required payment or to seek further delays or other modifications to the Agreement. More detailed information factors that could affect the Company’s actual results are described in the Company’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 current report on Form 8-K speak only as of the date of this current report on Form 8-K. The Company undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 1 to Collaboration and License Agreement.

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: August 29, 2019

/s/ Douglas J. Swirsky

Douglas J. Swirsky

President and Chief Executive Officer

AMENDMENT NO. 1

TO

COLLABORATION AND LICENSE AGREEMENT

This **AMENDMENT NO. 1** (this “**Amendment**”), to the Collaboration and License Agreement (the “**Agreement**”), dated as of February 25, 2019, by and between **BIOSENSE GLOBAL LLC**, a New Jersey limited liability company having a place of business located at 1 Meadowlands Plaza, Suite 800, East Rutherford, NJ 07073 (“**Biosense**”), and **REXAHN PHARMACEUTICALS, INC.**, a Delaware corporation having a place of business located at 15245 Shady Grove Road, Suite 455, Rockville, MD 20850 (“**Rexahn**”), is effective as of August 24, 2019 (the “**Amendment Effective Date**”). Biosense and Rexahn are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties desire to amend the Agreement to extend the Payment Due Date for the third installment of the License Fee, as further set forth hereunder.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants herein contained, Biosense and Rexahn hereby agree as follows:

1. Definitions. As used in this Amendment, capitalized terms shall have the meanings assigned to them in the Agreement.
2. Amendment. The Parties agree that, as of the Amendment Effective Date, the reference to “August 24, 2019” in the table located in Section 6.1 of the Agreement corresponding to the third installment of the License Fee for \$1,500,000 is hereby deleted and substituted with “September 23, 2019.”
3. No Other Amendments. Except as modified by this Amendment, the Agreement shall remain in full force and effect, enforceable in accordance with its terms.
4. Governing Law. This Amendment and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of New York without reference to conflicts of laws principles which would direct the application of the laws of another jurisdiction.
5. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.
6. Counterparts. This Amendment may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the Amendment Effective Date.

REXAHN PHARMACEUTICALS, INC.

By: /s/ Lisa Nolan

Name: Lisa Nolan

Title: Chief Business Officer

BIOSENSE GLOBAL LLC

By: /s/ Andy Li

Name: Andy Li

Title: President and CEO
