

Ampio Pharmaceuticals, Inc.
Form 8-K
October 08, 2015

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): October 5, 2015

AMPIO PHARMACEUTICALS, INC.

(Exact name of registrant as specified in Charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35182
(Commission
File No.)
373 Inverness Parkway, Suite 200

26-0179592
(IRS Employer
Identification No.)

Edgar Filing: Ampio Pharmaceuticals, Inc. - Form 8-K

Englewood, Colorado 80112

(Address of principal executive offices, including zip code)

(720) 437-6500

(Registrant's telephone number, including area code)

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))

Item 8.01 Other Events

On October 5, 2015, Aytu Bioscience, Inc. (Aytu), a Delaware corporation and approximately 81.5%-owned subsidiary of Ampio Pharmaceuticals, a Delaware corporation (the Company), entered into and closed on an Asset Purchase Agreement with FSC Laboratories, Inc. (the Seller). Pursuant to the agreement, Aytu purchased assets related to the Seller s product known as Primso[®] (trimethoprim solution), including certain intellectual property and contracts, inventory, work in progress and all marketing and sales assets and materials related solely to Primsol (together, the Primsol Business), and assumed certain of the Seller s liabilities, including those related to the sale and marketing of Primsol arising after the closing.

Aytu paid \$500,000 at closing for the Primsol Business and agreed to pay an additional \$141,694 payable within five days after transfer of the Primsol-related product inventory. Aytu also agreed to pay an additional (a) \$500,000 payable no later than March 31, 2016, (b) \$500,000 payable no later than June 30, 2016, and (c) \$250,000 payable no later than September 30, 2016 (together, the Installment Payments).

The agreement contains customary representations and warranties and covenants by each party. The agreement contains customary indemnification provisions by each party, including, subject to certain limitations, the indemnification by each party for any losses arising out of any breach of the other party s representations or warranties or any breach or failure to perform any of its covenants under the agreement, as well as any liabilities related to the Primsol Business prior to the closing (as to Aytu) and after the closing (as to the Seller). Aytu s sole right to and source of indemnification under the agreement is an offset against the Installment Payments and payment of such offset amount into an escrow account.

The agreement also provides that for a period of one year after the closing the Seller will not directly or indirectly sell, market, promote, advertise or distribute anywhere in the world any urinary tract anti-infective pharmaceutical or treatment product containing trimethoprim.

The foregoing summary of the material terms of the agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement. The agreement is filed as an exhibit to Aytu s Current Report on Form 8-K on October 7, 2015, and is incorporated by reference into this Current Report on Form 8-K.

Neither the Company nor Aytu is required to provide financial statements for the Primsol Business or pro forma financial statements to reflect the acquisition of the Primsol Business because the transaction does not meet the threshold requirements of Rules 8-04 and 8-05 of Regulation S-X.

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.

AMPIO PHARMACEUTICALS, INC.

By: /s/ Gregory A. Gould
Gregory A. Gould
Chief Financial Officer

Dated: October 8, 2015