
**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): **April 13, 2015**

TREVENA, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

001-36193
(Commission
File No.)

26-1469215
(IRS Employer
Identification No.)

**1018 West 8th Avenue, Suite A
King of Prussia, PA 19406**
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: **(610) 354-8840**

(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:

- 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))
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Item 1.01. Entry into a Material Definitive Agreement.

On April 13, 2015 (the "Effective Date"), Trevena, Inc. (the "Company") entered into a first amendment (the "First Amendment") to the loan and security agreement dated as of September 19, 2014 (the "Agreement") with Oxford Finance LLC, as collateral agent and lender ("Oxford") and Square 1 Bank, as lender ("Square 1", and together with Oxford, the "Lenders").

Under the Agreement, the Lenders agreed to lend the Company up to \$35.0 million in a series of term loans. Upon entering into the Agreement on September 19, 2014, the Company borrowed \$2.0 million from the Lenders ("Term Loan A"). Under the terms of the Agreement, the Company may, at its sole discretion, borrow from the Lender:

- up to an additional \$16.5 million ("Term Loan B"), at any time on or before June 30, 2015 since the Company has satisfied specified conditions precedent related to the results of the Company's ongoing Phase 2 studies of TRV130; and
- an additional \$16.5 million ("Term Loan C"), at any time on or before March 31, 2016, subject to the Company's satisfaction of specified conditions precedent related to the results of the Company's ongoing Phase 2 studies of TRV027, as described in the Agreement.

Under the First Amendment, the period during which the Company can draw Term Loan B has been modified to the period beginning on October 1, 2015 and ending on December 31, 2015.

The description of the First Amendment contained herein does not purport to be complete and is qualified in its entirety by reference to the First Amendment, attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Number</u>	<u>Description</u>
10.1	First Amendment to Loan and Security Agreement, dated April 13, 2015, by and among Trevena, Inc., as borrower, Oxford Finance LLC, as collateral agent and lender, and Square 1 Bank, as lender.

2

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.

TREVENA, INC.

Date: April 13, 2015

By: /s/ John M. Limongelli
John M. Limongelli
Sr. Vice President, General Counsel and Secretary

3

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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4

**FIRST AMENDMENT TO
LOAN AND SECURITY AGREEMENT**

This **FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT** (this “**Amendment**”) is entered into as of April 13, 2015, by and between OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 (“**Oxford**”), as collateral agent (in such capacity, “**Collateral Agent**”), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise party thereto from time to time including Oxford in its capacity as a Lender and SQUARE 1 BANK, a North Carolina banking corporation with an office located at 406 Blackwell Street, Suite 240, Durham, NC 27701 (“**Bank**” or “**Square 1**”) (each a “**Lender**” and collectively, the “**Lenders**”), and TREVENA, INC., a Delaware corporation, with offices located at 1018 West 8th Avenue, Suite A, King of Prussia, PA 19406 (“**Borrower**”).

RECITALS

- A.** Collateral Agent, Lenders and Borrower have entered into that certain Loan and Security Agreement dated as of September 19, 2014 (as amended from time to time, the “**Loan Agreement**”).
- B.** Lenders have extended credit to Borrower for the purposes permitted in the Loan Agreement.
- C.** Borrower has requested that Collateral Agent and Lenders revise a certain draw period as more fully set forth herein.
- D.** Collateral Agent and Lenders have agreed to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

- 1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.
- 2. Amendments to Loan Agreement.**

2.1 Section 13 (Definitions). The following definition in Section 13.1 of the Loan Agreement is hereby amended and restated as follows:

“**Second Draw Period**” is the period commencing on October 1, 2015 and ending on the earlier of (i) December 31, 2015 and (ii) the occurrence of an Event of Default; provided, however, that the Second Draw Period shall not commence if on October 1, 2015, an Event of Default has occurred and is continuing.

- 3. Limitation of Amendment.**

3.1 The amendments set forth in **Section 2** above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Collateral Agent or any Lender may now have or may have in the future under or in connection with any Loan Document.

1

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Representations and Warranties. To induce Collateral Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Collateral Agent and Lenders as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Collateral Agent and Lenders on the Effective Date, or subsequent thereto, remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors’ rights.

5. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

- 6. Effectiveness.** This Amendment shall be deemed effective upon the due execution and delivery to Collateral Agent and Lenders of (i) this Amendment by

each party hereto and (ii) Borrower's payment of all Lenders' Expenses incurred through the date of this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BORROWER:

TREVENA, INC.

By: /s/ Roberto Cuca
Name: Roberto Cuca
Title: Sr. Vice President and CFO

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

By: /s/ Mark Davis
Name: Mark Davis
Title: Vice President - Finance, Secretary & Treasurer

LENDER:

SQUARE 1 BANK

By: /s/ Evan Travis
Name: Evan Travis
Title: Vice President

[Signature Page to First Amendment to Loan and Security Agreement]
