
**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 6, 2017**

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

(e) On January 6, 2017, Trevena, Inc. ("Trevena" or the "Company") amended its existing employment agreements with its Chief Executive Officer (the "CEO Amendment") and each of its other executive officers (the "NEO Amendments," and together with the CEO Amendment, the "Amendments").

Under the CEO Amendment, (i) for a termination for other than cause, death or disability, cash severance was revised from 12 months base salary and target bonus to 15 months base salary and target bonus, and continuation of group health coverage was revised from 12 months to 15 months; and (ii) for a termination following a change of control event, cash severance was revised from 18 months base salary and target bonus to 21 months base salary and target bonus, and continuation of group health coverage was revised from 18 months to 21 months.

Under the NEO Amendments, (i) for a termination for other than cause, death or disability, cash severance was revised from 9 months base salary to 12 months base salary, and continuation of group health coverage was revised from 9 months to 12 months; and (ii) for a termination following a change of control event, cash severance was revised from 12 months base salary and target bonus to 15 months base salary and target bonus, and continuation of group health coverage was revised from 12 months to 15 months.

The description of the Amendments contained herein does not purport to be complete and is qualified in its entirety by reference to the Amendments attached hereto as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description
10.1	Second Amendment to Executive Employment Agreement dated as of January 6, 2017 by and between Trevena, Inc. and Maxine Gowen, Ph.D.
10.2	Omnibus Amendment to Employments Agreements dated as of January 6, 2017 by and between Trevena, Inc. and each of Carrie L. Bourdow, Roberto Cuca, Yacoub Habib, Michael Lark, John M. Limongelli and David Soergel.

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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.

Date: January 6, 2017

TREVENA, INC.

By: /s/ John M. Limongelli
John M. Limongelli
Sr. Vice President, General Counsel & Chief
Administrative Officer

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EXHIBIT INDEX

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10.2	Omnibus Amendment to Employments Agreements dated as of January 6, 2017 by and between Trevena, Inc. and each of Carrie L. Bourdow, Roberto Cuca, Yacoub Habib, Michael Lark, John M. Limongelli and David Soergel.

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SECOND AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (the "Amendment"), is made effective this 6th day of January 2017 (the "Amendment Effective Date"), by and between MAXINE GOWEN, PH.D. ("Executive"), and TREVENA, INC., a Delaware corporation (the "Company"). Company and the Executive collectively are referred to as the "Parties."

BACKGROUND

WHEREAS, the Executive and Company are parties to an Executive Employment Agreement effective on January 31, 2014, as amended on May 4, 2015 (collectively, the "Employment Agreement"); and

WHEREAS, the Parties desire to further amend the Employment Agreement as provided herein.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

- (1) Terms not otherwise defined herein shall have the meanings ascribed to them in the Employment Agreement.
- (2) The following sections of each Employment Agreement hereby are deleted in their entirety and replaced with the following:
 - 7.(a)(i) an amount equal to fifteen (15) months of Executive's annualized Base Salary in effect at the time of termination, payable in equal installments on the Company's regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
 - 7.(a)(iii) an amount equal to fifteen (15) months of Executive's annual Target Bonus in effect at the time of termination, payable in equal installments on the Company's regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
 - 7.(a)(iv) if Executive timely elects continued coverage under COBRA for Executive and Executive's covered dependents under the Company's group health plans following such termination of employment, the Company will pay the COBRA premiums necessary to continue Executive's health insurance coverage in effect for Executive and Executive's eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), until the earliest of (A) fifteen (15) months from the effective date of such termination, (B) the expiration of Executive's eligibility for the continuation coverage under COBRA, or (C) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new

employment or self-employment (such period from the termination date through the earliest of (A) through (C), the "COBRA Payment Period"). Notwithstanding the foregoing, if at any time 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 will instead pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the "Special Severance Payment"), for the remainder of the COBRA Payment Period;

- 7.(b)(i) an amount equal to twenty-one (21) months of Executive's annualized Base Salary in effect at the time of termination, payable in equal installments on the Company's regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
- 7.(b)(iii) an amount equal to twenty-one (21) months of Executive's annual Target Bonus in effect at the time of termination, payable in equal installments on the Company's regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
- 7.(b)(iv) if Executive timely elects continued coverage under COBRA for Executive and Executive's covered dependents under the Company's group health plans following such termination of employment, the Company will pay the COBRA premiums necessary to continue Executive's health insurance coverage in effect for Executive and Executive's eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), until the earliest of (A) twenty-one (21) months from the effective date of such termination, (B) the expiration of Executive's eligibility for the continuation coverage under COBRA, or (C) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (such period from the termination date through the earliest of (A) through (C), the "COBRA Payment Period"). Notwithstanding the foregoing, if at any time 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 will instead pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the "Special Severance Payment"), for the remainder of the COBRA

Payment Period. Furthermore, if the expiration of Executive's eligibility for the continuation coverage under COBRA (per Section 7.(b)(iv)(B) above) occurs prior to the date that is twenty-one (21) months from the effective date of termination, then the Company will pay Executive on the last day of each month, a fully taxable cash payment equal to the last applicable COBRA premium paid on behalf of Executive, subject to applicable tax withholdings, for the period from the expiration date of such COBRA eligibility to the date that is twenty-one (21) months from the effective date of termination; and

- 9.(c) Good Reason. For purposes of this Agreement, a resignation for "Good Reason" is defined as the resignation by Executive within thirty (30) days following the end of the Cure Period (defined below), if any of the following events occur without Executive's express written consent: (i) the Company reduces the amount of the Base Salary, other than pursuant to a reduction that also is applied to substantially all other executives of the Company, (ii) the Company fails to pay the Base Salary or other benefits required to be provided by the Company hereunder, (iii) the Company materially reduces Executive's core functions, duties or responsibilities in a manner that constitutes a demotion, or (iv) any change of Executive's principal office location to a location more than thirty (30) miles from the Company's office at 1018 West 8th Avenue, King of Prussia, PA; provided, however, that Executive must provide written notice to the Company of the condition that could constitute "Good Reason" within thirty (30) days of the initial existence of such condition and such condition must not have been remedied by the Company within thirty (30) days of such written notice (the "Cure Period").

- (3) The Parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the intent of this Amendment.

(4) This Amendment together with the Employment Agreement constitute the complete agreement of the Parties hereto with respect to the subject matters referred to herein and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto. This Amendment cannot be amended, modified or supplemented except by an instrument in writing executed by the Parties hereto.

(5) The terms of this Amendment shall be binding upon, and shall inure to the benefit of the Executive, the Company and their respective successors and assigns. Except as provided in this Amendment, all other terms and conditions contained in the Employment Agreement shall remain unchanged and in full force and effect.

(6) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each of the Parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the Amendment Effective Date.

COMPANY:

TREVENA, INC.

By: /s/ John M. Limongelli
Name: John M. Limongelli
Title: SVP, General Counsel & Chief Administrative Officer

EXECUTIVE:

/s/ Maxine Gowen
Maxine Gowen, Ph.D.

**OMNIBUS AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENTS**

THIS OMNIBUS AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENTS (the “**Amendment**”), is made effective this 6th day of January 2017 (the “**Amendment Effective Date**”), by and between EACH INDIVIDUAL LISTED ON THE SIGNATURE PAGE hereto (individually, an “**Executive**” and, collectively, the “**Executives**”), and **TREVENA, INC.**, a Delaware corporation (the “**Company**”). Company and the Executives collectively are referred to as the “**Parties**.”

BACKGROUND

WHEREAS, Executives Roberto Cuca, Michael Lark, David Soergel and John M. Limongelli, are each a party to certain Executive Employment Agreements with the Company dated January 31, 2014, January 31, 2014, January 31, 2014 and May 12, 2014, respectively, (each as amended by that Omnibus Amendment to Executive Employment Agreements dated May 4, 2015) and Executives Carrie L. Bourdow and Yacoub Habib are each a party to certain Executive Employment Agreements dated March 24, 2015 and July 9, 2015 (as amended January 6, 2016), respectively (each, an “**Employment Agreement**”); and

WHEREAS, the Company and each Executive desire to amend his or her respective Employment Agreement as provided herein.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and each Executive with respect to his or her Employment Agreement hereto agree as follows:

- (1) Terms not otherwise defined herein shall have the meanings ascribed to them in each Employment Agreement.
- (2) The following sections of each Employment Agreement hereby are deleted in their entirety and replaced with the following:
 - 7.(a)(i) an amount equal to twelve (12) months of Executive’s annualized Base Salary in effect at the time of termination, payable in equal installments on the Company’s regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
 - 7.(a)(iii) if Executive timely elects continued coverage under COBRA for Executive and Executive’s covered dependents under the Company’s group health plans following such termination of employment, the Company will pay the COBRA premiums necessary to continue Executive’s health insurance coverage in effect for Executive and Executive’s eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), until the earliest of (A) twelve (12) months from the effective date of

such termination, (B) the expiration of Executive’s eligibility for the continuation coverage under COBRA, or (C) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (such period from the termination date through the earliest of (A) through (C), the “COBRA Payment Period”). Notwithstanding the foregoing, if at any time 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 will instead pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the “Special Severance Payment”), for the remainder of the COBRA Payment Period;

- 7.(b)(i) an amount equal to fifteen (15) months of Executive’s annualized Base Salary in effect at the time of termination, payable in equal installments on the Company’s regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
- 7.(b)(iii) an amount equal to fifteen (15) months of Executive’s annual Target Bonus in effect at the time of termination, payable in equal installments on the Company’s regularly scheduled payroll dates beginning with the first payroll date following the effective date of the Release and Waiver;
- 7.(b)(iv) if Executive timely elects continued coverage under COBRA for Executive and Executive’s covered dependents under the Company’s group health plans following such termination of employment, the Company will pay the COBRA premiums necessary to continue Executive’s health insurance coverage in effect for Executive and Executive’s eligible dependents on the termination date, as and when due to the insurance carrier or COBRA administrator (as applicable), until the earliest of (A) fifteen (15) months from the effective date of such termination, (B) the expiration of Executive’s eligibility for the continuation coverage under COBRA, or (C) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (such period from the termination date through the earliest of (A) through (C), the “COBRA Payment Period”). Notwithstanding the foregoing, if at any time 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 will instead pay Executive on the last day of each remaining month

of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premiums for that month, subject to applicable tax withholdings (such amount, the “Special Severance Payment”), for the remainder of the COBRA Payment Period; and

9.(c) Good Reason. For purposes of this Agreement, a resignation for “Good Reason” is defined as the resignation by Executive within thirty (30) days following the end of the Cure Period (defined below), if any of the following events occur without Executive’s express written consent: (i) the Company reduces the amount of the Base Salary, other than pursuant to a reduction that also is applied to substantially all other executives of the Company, (ii) the Company fails to pay the Base Salary or other benefits required to be provided by the Company hereunder, (iii) the Company materially reduces Executive’s core functions, duties or responsibilities in a manner that constitutes a demotion, or (iv) any change of Executive’s principal office location to a location more than thirty (30) miles from the Company’s office at 1018 West 8th Avenue, King of Prussia, PA; provided, however, that Executive must provide written notice to the Company of the condition that could constitute “Good Reason” within thirty (30) days of the initial existence of such condition and such condition must not have been remedied by the Company within thirty (30) days of such written notice (the “Cure Period”).

- (3) The Parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the intent of this Amendment.
- (4) This Amendment together with each respective Employment Agreement constitute the complete agreement of the Company and each Executive hereto with respect to the subject matters referred to herein and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations of every nature whatsoever with respect thereto. This Amendment cannot be amended, modified or supplemented with respect to any Executive except by an instrument in writing executed

by the Company and such Executive.

(5) The terms of this Amendment shall be binding upon, and shall inure to the benefit of the Executives, the Company and their respective successors and assigns. Except as provided in this Amendment, all other terms and conditions contained in each Employment Agreement shall remain unchanged and in full force and effect.

(6) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Each Executive is executing this Amendment with respect to his respective Employment Agreement only and not with respect to any other Executive's Employment Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each Party has executed this Amendment, in the case of the Company by its duly authorized officer, as of the Amendment Effective Date.

COMPANY:

TREVENA, INC.

By: /s/ Maxine Gowen
Name: Maxine Gowen
Title: President and Chief Executive Officer

EXECUTIVES:

/s/ Carrie L. Bourdow
Carrie L. Bourdow

/s/ Roberto Cuca
Roberto Cuca

/s/ Yacoub Habib
Yacoub Habib

/s/ Michael Lark
Michael Lark

/s/ John M. Limongelli
John M. Limongelli

/s/ David Soergel
David Soergel
