

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 31, 2017

ANTRIABIO, INC.

(Name of registrant in its charter)

Delaware
(State or jurisdiction
of incorporation or
organization)

000-54495
(Commission File
Number)

27-3440894
(IRS Employer
Identification No.)

1450 Infinite Drive
Louisville, CO 80027
(Address of principal executive offices)

(303) 222-2128
(Registrant's telephone number)

(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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1.01 Entry into a Material Definitive Agreement

On October 31, 2017, AntriaBio, Inc. (the "**Company**") and pH Pharma Co., Ltd. ("**PH**") amended (the "**Amendment**") the Strategic Collaboration and License Agreement originally entered into by the Parties on February 29, 2016 (the "**Agreement**"). Unless otherwise specifically defined herein, all defined terms used in this filing shall have the same meanings ascribed to them in the Agreement. Pursuant to the Amendment, PH's obligation to purchase \$8 million of the Company's equity was reduced to \$5 million in order to satisfy the Condition Precedent. PH has acquired \$5 million of the Company's equity and the License is now in full force and effect. Further, the Territory was amended such that Cambodia and Laos were replaced with Mongolia and Kazakhstan.

The foregoing description of the Amendment is a summary of the terms therein and is qualified in its entirety by the complete text of the Amendment which is attached as Exhibit 10.1 hereto and incorporated herein by reference to this Item 1.01.

Item 9.01 Financial Statements and Exhibits

EXHIBIT DESCRIPTION

10.1 Amendment to Strategic 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.

ANTRIABIO, INC.

DATE: November 3, 2017

By: /s/ Morgan Fields
Morgan Fields
Chief Accounting Officer

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
10.1	Amendment to Strategic Collaboration and License Agreement

AMENDMENT TO THE STRATEGIC COLLABORATION AND LICENSE AGREEMENT

This AMENDMENT (the "Amendment") to the STRATEGIC COLLABORATION AND LICENSE AGREEMENT, dated February 29, 2016 (the "Agreement") is made and entered into as of October 31, 2017 ("Effective Date") by and between:

pH Pharma Co., Ltd., a corporation incorporated under the laws of the Republic of Korea, located at 9F., The-K Twin Towers A, 50 Jongno 1-Gil, Jongno-gu, Seoul 03142, Korea ("PH"), and AntriaBio, Inc., a corporation incorporated under the laws of Delaware, located at 1450 Infinite Drive, Louisville, Colorado 80027 (the "Company"). PH and the Company may be individually referred to as a "Party" and together as the "Parties".

WHEREAS, PH and the Company desire to amend the Agreement;

WHEREAS, PH has purchased \$5,000,000 of the Company's equity;

NOW THEREFORE, it is hereby agreed as follows:

Unless otherwise provided herein, all terms of the Agreement shall have the same meanings for the purpose of this Amendment, which forms an integral part of the Agreement.

Section 3 and Section 15 of the Agreement shall be amended in their entirety as follows:

3. AB101 License

Grant of Rights. The Company hereby grants PH the following rights:

- 3.1 **Exclusive License.** An exclusive, transferable, able to grant the rights of co-promotion and distribution, sublicenseable, through multiple tiers of sublicensees, royalty-bearing right and license under AB101 patents, patent applications and all other relevant Company intellectual property, including know-how, that is or may be useful or necessary (collectively "*Intellectual Property*") to manufacture and or offer for sale, sell and import, export, and otherwise dispose of, commercialize, and exploit in any manner the Company's once weekly injectable basal insulin known as "AB101" in Republic of Korea, Thailand, Malaysia, Singapore, Vietnam, Myanmar, Mongolia, and Kazakhstan (collectively, the "*Territory*").
- 3.2 **Reserved.**
- 3.3 **No Implied Licenses.** PH acknowledges that the license granted in this Agreement is limited to the scope expressly granted and that, subject to the terms and conditions of this Agreement, all other rights under all Intellectual Property are expressly reserved by the Company.
- 3.4 **Sublicenses.** Licensee shall have the right to grant the rights of co-promotion and distribution or to sublicense its rights hereunder (through multiple tiers of sublicensees) without the consent of the Company ("*Sublicense*"); provided, that PH must provide 30 days prior written notice to the Company before granting any Sublicense to a third party. PH shall not be obligated to disclose the identity of the Sublicensee or any terms of such Sublicense.

15. Notices

Any notice, declaration or other communication required or authorized to be given by any Party under this Agreement to the other Party will be in writing in the English language and will be personally delivered, sent by email (with a copy by ordinary mail in either case) or dispatched by courier addressed to the other Party at the address stated below or such other address as will be specified by the Parties by notice in accordance with the provisions of this Section 15. Any notice will operate and be deemed to have been served, if personally delivered, sent by fax or by courier on the next following Business Day.

PH's and Company's addresses for the purposes of this Agreement will be as follows:

If to PH:

Attention: Chief Executive Officer
pH Pharma Co., Ltd.
9F., The-K Twin Towers A, 50 Jongno 1-Gil,
Jongno-gu, Seoul 03142,
Korea
Telephone: +82-2-3706-4300

With a copy (that will not constitute notice) to:

Attn: Chief Executive Officer
pH Pharma Inc.,
545 Middlefield Road, Suite 208,
Menlo Park, CA 94025.
Tel: (650) 868-0941

If to the Company:

Attention: Chief Executive Officer
1450 Infinite Drive
Louisville, CO 80027
Telephone: (303) 222-2128

With a copy (that will not constitute notice) to:

Dorsey & Whitney
Attention: Michael Weiner
1400 Wewatta Street Suite 400
Denver, CO 80202
Telephone: (303) 629-3400

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representatives:

pH Pharma Co., Ltd.

AntriaBio, Inc.

By: /s/ Henry Kim
Henry Hyun-Joon Kim, CFO

By: /s/ Nevan Elam
Nevan Charles Elam, CEO & President
