

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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FORM 8-K

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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 28, 2016

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**FORTRESS BIOTECH, INC.**

(Exact Name of Registrant as Specified in  
Charter)

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**Delaware**

(State or Other Jurisdiction  
of Incorporation)

**001-35366**

(Commission File Number)

**20-5157386**

(IRS Employer  
Identification No.)

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**2 Gansevoort Street, 9<sup>th</sup> Floor, New York, New York**

(Address of Principal Executive Offices)

**10014**

(Zip Code)

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Registrant's Telephone Number, Including Area Code: **(781) 652-4500**

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(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 28, 2016, we entered into an amendment to our existing At Market Issuance Sales Agreement, or Sales Agreement, with MLV & Co. LLC, or MLV, pursuant to which we extended the termination date of the Sales Agreement to August 19, 2016. This amendment did not change any other material terms of the Sales Agreement.

The foregoing description of the amendment to the Sales Agreement is not complete and is qualified in its entirety by reference to the full text of such amendment, a copy of which is filed as Exhibit 10.31 to this Current Report on Form 8-K and is incorporated herein by reference. This Current Report on Form 8-K also incorporates by reference the Sales Agreement, as amended, into our shelf registration statement on Form S-3 (File No. 333-189935) previously filed with the SEC.

The opinion of our counsel regarding the validity of the Common Stock that will be issued pursuant to the amended Sales Agreement also is filed herewith as Exhibit 5.1.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

ExhibitNo.	Description
5.1	Opinion of Wyrick Robbins Yates & Ponton LLP.
10.31	Amendment No. 2 to At Market Issuance Sales Agreement, dated April 28, 2016, between Fortress Biotech, Inc. and MLV & Co. LLC.
23.1	Consent of Wyrick Robbins Yates & Ponton LLP (included in Exhibit 5.1).

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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.

FORTRESS BIOTECH, INC.

Date: May 4, 2016

/s/ Lindsay A. Rosenwald

Name: Lindsay A. Rosenwald

Title: Chairman, President and Chief Executive  
Officer

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Wyrick Robbins Yates & Ponton LLP

ATTORNEYS AT LAW

4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607

PO Drawer 17803, Raleigh, NC 27619

P: 919.781.4000 F: 919.781.4865 www.wyrick.com

May 4, 2016

Board of Directors  
Fortress Biotech, Inc.  
2 Gansevoort Street, 9th Floor  
New York, New York 10014

Ladies and Gentlemen:

We have acted as counsel to Fortress Biotech, Inc., a Delaware corporation (the “Company”), in connection with the sale of up to \$70,000,000 of shares of its common stock, par value \$0.001 per share (the “Shares”), pursuant to a Registration Statement on Form S-3 (File No. 333-189935) (including the base prospectus and sales prospectus contained therein, the “Registration Statement”) filed with the Securities and Exchange Commission (the “Commission”), and the prospectus filed with the Commission pursuant to Rule 424(b)(3) (the “Prospectus”). All of the Shares are to be sold by the Company as described in the Registration Statement and the Prospectus. The Shares are to be issued and sold by the Company pursuant to an At Market Issuance Sales Agreement, dated April 29, 2013, as amended on July 12, 2013 and April 28, 2016 (the “Sales Agreement”), between the Company and MLV & Co. LLC.

In connection with this opinion letter, we have examined the Registration Statement and the Prospectus (together, the “Transaction Documents”), the Certificate of Incorporation and Bylaws of the Company, as currently in effect and such other documents, records, certificates, memoranda and other instruments as we deem necessary as a basis for this opinion. We have assumed the completeness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies thereof (and the completeness and authenticity of the originals), and the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof. We also have assumed that the Prospectus was timely filed. Further, we have assumed that the aggregate gross amount of Shares sold will not exceed \$70,000,000.

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Board of Directors  
Fortress Biotech, Inc.  
May 4, 2016  
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Our opinion is expressed only with respect to the federal laws of the United States of America and the General Corporation Law of the State of Delaware. We express no opinion as to whether the laws of any particular jurisdiction other than those identified above are applicable to the subject matter hereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued in accordance with the Sales Agreement and the Transaction Documents, will be validly issued, fully paid, and nonassessable.

We consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on or about May 4, 2016.

Very truly yours,

/s/ Wyrick Robbins Yates & Ponton LLP

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AMENDMENT NO. 2 TO AT MARKET ISSUANCE SALES AGREEMENT

April 28, 2016

MLV & Co. LLC  
299 Park Ave, 7th Floor  
New York, NY 10171

Ladies and Gentlemen:

Fortress Biotech, Inc., a Delaware corporation (formerly known as Coronado Biosciences, Inc., and herein the "Company"), and MLV & Co. LLC ("MLV"), are parties to that certain At Market Issuance Sales Agreement dated April 29, 2013, as amended on July 12, 2013 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows (to be effective as set forth in paragraph 4 below):

1. Section 13(d) of the Original Agreement is hereby deleted and replaced with the following:

Unless earlier terminated pursuant to this Section 13, this Agreement shall automatically terminate upon the earlier to occur of (i) August 19, 2016 and (ii) the issuance and sale of all of the Placement Shares through MLV on the terms and subject to the conditions set forth herein except that the provisions of Section 9 (Payment of Expenses), Section 11 (Indemnification and Contribution), Section 12 (Representations and Agreements to Survive Delivery), Section 18 (Governing Law and Time; Waiver of Jury Trial) and Section 19 (Consent to Jurisdiction) hereof shall remain in full force and effect notwithstanding such termination.

2. All references to "April 29, 2013 (as amended by Amendment No. 1 to At Market Issuance Sales Agreement, dated July 12, 2013)" set forth in Schedule I and Exhibit 7(l) of the Original Agreement are revised to read "April 29, 2013 (as amended by Amendment No. 1 to At Market Issuance Sales Agreement, dated July 12, 2013, and Amendment No. 2 to the At Market Issuance Sales Agreement, dated April 28, 2016)".

3. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

4. Entire Agreement; Amendment; Severability. This Amendment No. 2 to Sales Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 2; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement, and the reference to "time of execution of this Agreement" set forth in Section 13(a) shall continue to refer to the time of execution of the Original Agreement.
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5. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

6. Waiver of Jury Trial. The Company and MLV each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

7. Counterparts. This amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

**[Remainder of Page Intentionally Blank]**

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If the foregoing correctly sets forth the understanding among the Company and MLV, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Agreement between the Company and MLV.

Very truly yours,

**FORTRESS BIOTECH, INC.**

By: /s/ Lindsay Rosenwald

Name: Lindsay Rosenwald

Title: Chairman, President and Chief Executive  
Officer

ACCEPTED as of the date first-above written:

**MLV & CO. LLC**

By: /s/ Patrice McNicol

Name: Patrice McNicoll

Title: Chief Executive Officer

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