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): February 22, 2013

CORONADO BIOSCIENCES, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35366**	**20-5157386**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

24 New England Executive Park, Burlington, MA	**01803**
(Address of Principal Executive Offices)	**(Zip Code)**

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

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))

Item 1.01. Entry into a Material Definitive Agreement.

On February 22, 2013, we and Freie Universität Berlin ("FU Berlin") entered into a Research Agreement (the "Research Agreement") to, among other things, identify and evaluate secretory proteins from *Trichuris suis* (the "Project"). We will work with FU Berlin on the Project for four years, during which we will pay it a total maximum amount of approximately €648,000 in research fees and FU Berlin will periodically produce written progress reports on the Project. The Research Agreement terminates on the later of the date that the last payment or report is due, subject to early termination by either party upon three months written notice for cause (including because Dr. Hartmann is unable to continue to serve as Project director for FU Berlin) or without cause. If we terminate the Research Agreement, we must pay FU Berlin a termination fee comprised primarily of unpaid research fees due on the first payment date after which termination occurred (subject to adjustment), except where termination is due to a breach by FU Berlin which it fails to cure within 60 days notice or due to FU Berlin's bankruptcy.

On February 22, 2013, we and FU Berlin also entered into a Joint Ownership and Exclusive License Agreement (the "JOELA"), pursuant to which we agreed to jointly own all intellectual property arising from the Project (the "Joint Intellectual Property"). FU Berlin also granted us (a) an exclusive worldwide license (including the right to sublicense) to its interest in the Joint Intellectual Property and its know-how related to the Project (the "Licensed IP"), and (b) the right to commercialize products that, without the licenses granted under the JOELA, would infringe the Licensed IP (the "Licensed Products"). FU Berlin retains the non-exclusive and non-transferable right to use the Licensed IP for its own internal, academic purposes. Pursuant to the JOELA, we will pay FU Berlin a total maximum amount of approximately €3,830,000 in milestone payments, based primarily on the achievement of clinical development and regulatory milestones, and royalties of net sales of products ranging from 1% to 2.5%. The JOELA continues until the last-to-expire patent in any country, subject to early termination by either party without penalty if the other party breaches the JOELA and the breach is not cured within 60 days after receiving notice of the breach or if a party is in bankruptcy. We also have the right to terminate the JOELA after giving FU Berlin 60 days written notice of a regulatory action that affects the safety, efficacy or marketability of the Licensed Products or if we cannot obtain sufficient materials to conduct trials, or upon 180 days written notice for any reason.

In connection with the Research Agreement and JOELA, we entered into a License and Sublicense Agreement (the "LSA") with Ovamed GmbH ("Ovamed") on February 22, 2013, pursuant to which we licensed our rights to the Joint Intellectual Property and sublicensed our rights to the Licensed IP to Ovamed in all countries outside North America, South America and Japan (the "Ovamed Territory"). Pursuant to the LSA, Ovamed will pay us a total maximum amount of approximately €1,025,000, based primarily on the achievement of regulatory milestones, and royalties of net sales of products ranging from 1% to 2.5%, subject to adjustment, in each case equal to the comparable payments due under the JOELA. The LSA continues until the last-to-expire patent in any country in the Ovamed Territory, subject to early termination by either party upon the same terms as in the JOELA.

On February 22, 2013, we, Ovamed and FU Berlin entered into a Letter Agreement (the "Letter Agreement") to amend the Material Transfer Agreement dated May 14, 2012 by and between Ovamed and FU Berlin. The Letter Agreement provides that Ovamed will retain a 10%

interest in FU Berlin's rights to the Joint Intellectual Property in the Ovamed Territory. It also grants Ovamed certain rights if FU Berlin terminates the JOELA due to our breach, including the right to have the JOELA survive and our rights and obligations thereunder assigned to Ovamed.

The foregoing description of the Research Agreement, JOELA, LSA and Letter Agreement is qualified in its entirety by reference to such agreements, copies of which will be filed as exhibits to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2013.

On February 22, 2013, we issued a press release concerning the above matters, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
99.1	Press release dated February 22, 2013.

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.

CORONADO BIOSCIENCES, INC.

Date: February 25, 2013

/s/ Dale Ritter

Name: Dale Ritter
Title: Senior Vice President, Finance

Exhibit 99.1

Coronado Biosciences signs Research Collaboration and License Agreement With Freie Universität Berlin for Secretory Products of Trichuris suis

Burlington, MA – February 22, 2013 – Coronado Biosciences, Inc. (NASDAQ: CNDO), a biopharmaceutical company focused on the development of novel immunotherapy biologic agents for the treatment of autoimmune diseases and cancer, announced today the signing of a sponsored research agreement and a joint ownership and exclusive license agreement with Freie Universität Berlin for the identification and evaluation of secretory proteins from *Trichuris suis*. The evaluation will be done in various pre-clinical *in vitro* and animal models which will further describe the mechanism of action for TSO (*Trichuris suis* ova or CNDO-201) and potentially lead to newly identified immune regulatory pharmaceutical agents.

The research will be conducted by Dr. Susanne Hartmann, Professor and Head of the Institute of Immunology / Infection Immunology, Department of Veterinary Medicine, Freie Universität Berlin. Dr. Hartmann is a world-leading expert in immunology and parasitology, having led her laboratory toward novel findings on nematode-host interactions and worked extensively on *Trichuris suis* among other helminths.

“Coronado is very excited to be working with Dr. Hartmann on this important research collaboration,” said Dr. Karin Hehenberger, Executive Vice President & Chief Medical Officer of Coronado. “Working with one of the leaders in the field will help us to further understand the mechanism of action of TSO, our lead product in phase 2 development, and may also result in the identification of novel targets and immune modulatory agents as potential therapeutic candidates for the treatment of autoimmune disease.”

“Coronado Biosciences is the ideal partner to work with on this exciting project, based on experience and knowledge of using TSO as a therapeutic agent,” stated Dr. Hartmann. “Our laboratory has spent the past few years focusing on the area of autoimmunity and novel ideas around nematode-host interactions, and is eager to embark on this challenging, and potentially rewarding, scientific venture.”

Under the terms of the agreements, Coronado will support certain research activities regarding *Trichuris suis* with Dr. Hartmann at Freie Universität Berlin for four years and in exchange Coronado received an exclusive worldwide license to develop and commercialize any products incorporating inventions resulting from this work. Coronado will be responsible for milestone payments of up to approximately $5.0 million based primarily on the achievement of clinical development and regulatory milestones, and royalties of net sales of products. In parallel with the execution of these agreements, Coronado sublicensed its rights to Ovamed GmbH for territories outside of North American, South America, and Japan.

About Coronado Biosciences

Coronado Biosciences is engaged in the development of novel immunotherapy biologic agents. The company's two principal pharmaceutical product candidates in clinical development are: TSO (*Trichuris suis* ova or CNDO-201), a biologic for the treatment of autoimmune diseases, such as Crohn's disease, ulcerative colitis and multiple sclerosis; and CNDO-109, a biologic that activates natural killer (NK) cells, for the treatment of acute myeloid leukemia (AML), multiple myeloma and solid tumors. For more information, please visit www.coronadobiosciences.com.

Forward-Looking Statements

This press release may contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements include, but are not limited to, any statements relating to announced changes in the company's executive management and the company's product development programs and any other statements that are not historical facts. Forward-looking statements are based on management's current expectations and are subject to risks and uncertainties that could negatively affect our business, operating results, financial condition and stock price. Factors that could cause actual results to differ materially from those currently anticipated include risks relating to the results of research and development activities, uncertainties relating to preclinical and clinical testing, our ability to attract, integrate and retain key personnel, financing and strategic agreements and relationships, the early stage of products under development, our need for substantial additional funds, government regulation, patent and intellectual property matters, our dependence on third party suppliers and competition, as well as other risks described in our SEC filings. We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in our expectations or any changes in events, conditions or circumstances on which any such statement is based, except as required by law.

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