
**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

February 26, 2024
Date of Report (Date of earliest event reported)

CervoMed Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37942
(Commission
File Number)

30-0645032
(I.R.S. Employer
Identification No.)

20 Park Plaza, Suite 424
Boston, Massachusetts
(Address of principal executive offices)

02116
(Zip Code)

Registrant's telephone number, including area code: (617) 744-4400

Not applicable
(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))

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	CRVO	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement*Amendment to Pre-Funded Warrant*

As previously disclosed, on August 16, 2023, CervoMed Inc. (the “Company”) consummated the transactions contemplated by the Agreement and Plan of Merger, dated as of March 30, 2023, by and among the Company, Dawn Merger Sub Inc. (“Merger Sub”) and EIP Pharma, Inc. (“EIP”), including the merger of Merger Sub with and into EIP, with EIP surviving the merger as a wholly owned subsidiary of the Company (the “Merger”). In connection therewith, among other things, the Company issued a pre-funded warrant (the “Pre-Funded Warrant”) to The Joshua S. Boger 2021 Trust DTD 12/09/2021 (the “Trust” or the “Holder”) to purchase an aggregate of 495,995 shares of Company’s common stock, par value \$0.001 per share (“common stock”), for a purchase price of \$0.001 per share. Joshua S. Boger, Ph.D., the sole trustee of the Trust, was appointed as the Chair of the Company’s board of directors effective as of February 7, 2024.

On February 26, 2024, the Company and the Trust entered into an amendment (the “Amendment”) to the Pre-Funded Warrant pursuant to which the parties eliminated a limitation in the Pre-Funded Warrant restricting any exercise that would otherwise result in the Holder’s beneficial ownership exceeding 9.99% of the Company’s outstanding common stock.

The foregoing description of the Pre-Funded Warrant and the Amendment do not constitute a complete summary of the terms thereof and are qualified in their entirety by reference to the full text of the form of Pre-Funded Warrant and the Amendment, copies of which are attached to this Current Report on Form 8-K as Exhibits 4.1 and 4.2, respectively, and are incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders

To the extent required by Item 3.03 of Form 8-K, the information contained in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 8.01 Other Events*Pre-Funded Warrant Exercise*

On February 26, 2024, following the effectiveness of the Amendment, the Trust exercised the Pre-Funded Warrant in full pursuant to the cashless exercise provision in Section 2(c) thereof, including the withholding of shares in lieu of a cash payment of the exercise price, and received 495,959 shares of common stock.

Following such exercise, as of February 27, 2024, 6,170,479 shares of the Company’s common stock are issued and outstanding.

Item 9.01 Financial Statements and Exhibits*(d) Exhibits*

Exhibit No.	Description
4.1	Form of Pre-Funded Warrant (Incorporated by reference to Exhibit 4.3 to the Company’s Current Report on Form 8-K filed with the SEC on August 17, 2023)
4.2	Amendment to Pre-Funded Warrant, dated as February 26, 2024, by and between CervoMed Inc. and The Joshua S. Boger 2021 Trust DTD 12/09/2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 28, 2024

CervoMed Inc.

By: /s/ William Elder

Name: William Elder

Title: General Counsel

**AMENDMENT
TO
PRE-FUNDED COMMON STOCK PURCHASE WARRANT**

This Amendment, dated as of February 26, 2024 (this “*Amendment*”), by and between CervoMed Inc., a Delaware corporation (the “*Company*”), and The Joshua S. Boger 2021 Trust DTD 12/09/2021 (the “*Holder*”) amends that certain Pre-Funded Common Stock Purchase Warrant, dated as of August 16, 2023 (the “*Warrant*”), by and between the Company and the Holder.

In accordance Section 5(k) of the Warrant, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Amendments to Warrant

- a. Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

“[Intentionally omitted.]”

- b. Section 1(e) of the Warrant is hereby amended and restated in its entirety as follows:

““*Group*” means a “group” as that term is used in Section 13(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) and as defined in Rule 13d-5 thereunder.”

- c. Section 2(d) of the Warrant is hereby amended and restated in its entirety as follows:

“Holder’s Exercise Limitations. [Intentionally omitted.]”

- d. Section 2(e) of the Warrant is hereby deleted in its entirety.

- e. Section 3(b) of the Warrant is hereby amended and restated in its entirety as follows:

“Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if during such time as this Warrant is outstanding the Company grants, issues or sells any rights to purchase stock, warrants, securities or other property, in each case pro rata to the record holders of any class of shares of Common Stock (the “*Purchase Rights*”), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.”

- f. Section 3(c) of the Warrant is hereby amended and restated in its entirety as follows:

“Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to all holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “*Distribution*”), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.”

2. Miscellaneous.

- a. Effect. Except as amended hereby, the Warrant shall remain in full force and effect. In the event that there is any conflict or inconsistency between the terms of this Amendment and the terms of the Warrant, the terms of this Amendment shall govern. All references in the Warrant to “this Warrant” shall be deemed to refer to the Warrant as amended hereby.
- b. No Waiver. This Amendment is effective only in the specific instance and for the specific purpose for which it is executed and shall not be considered a waiver or agreement to amend as to any provision of the Warrant Agreement in the future.
- c. Defined Terms. All capitalized terms used but not specifically defined herein shall have the same meanings given such terms in the Warrant unless the context clearly indicates or dictates a contrary meaning.
- d. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the conflicts of law principles thereof.
- e. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Amendment by signing any of such counterparts.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CERVOMED INC.

By: /s/ John Alam, M.D.
Name: John Alam, M.D.
Title: President & Chief Executive Officer

THE JOSHUA S. BOGER 2021 TRUST DTD 12/09/2021

By: /s/ Joshua S. Boger, Ph.D.
Name: Joshua S. Boger, Ph.D.
Title: Sole Trustee