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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 000-15006

CELLDEX THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**No. 13-3191702**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Perryville III Building, 53 Frontage Road, Suite 220, Hampton, New Jersey 08827
(Address of principal executive offices) (Zip Code)

(908) 200-7500
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 31, 2014, 89,589,105 shares of common stock, $.001 par value per share, were outstanding.

CELLDEX THERAPEUTICS, INC.

FORM 10-Q

Quarter Ended September 30, 2014

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PART I—FINANCIAL INFORMATION
Item 1. Unaudited Financial Statements

CELLDEX THERAPEUTICS, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(In thousands, except share and per share amounts)

	September 30, 2014	December 31, 2013
ASSETS		
Current Assets:		
Cash and Cash Equivalents	$ 32,525	$ 169,402
Marketable Securities	191,553	133,581
Accounts and Other Receivables	2,905	489
Prepaid and Other Current Assets	2,842	1,717
Total Current Assets	229,825	305,189
Property and Equipment, Net	10,716	9,973
Intangible Assets, Net	22,060	22,820
Other Assets	99	148
Goodwill	8,965	8,965
Total Assets	$ 271,665	$ 347,095
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts Payable	$ 1,720	$ 2,243
Accrued Expenses	17,703	17,179
Current Portion of Long-Term Liabilities	2,191	928
Total Current Liabilities	21,614	20,350
Other Long-Term Liabilities	10,679	6,950
Total Liabilities	32,293	27,300
Commitments and Contingent Liabilities		
Stockholders' Equity:		
Convertible Preferred Stock, $.01 Par Value; 3,000,000 Shares Authorized; No Shares Issued and Outstanding at September 30, 2014 and December 31, 2013	—	—
Common Stock, $.001 Par Value; 297,000,000 Shares Authorized; 89,436,933 and 89,246,832 Shares Issued and Outstanding at September 30, 2014 and December 31, 2013, respectively	89	89
Additional Paid-In Capital	668,596	662,717
Accumulated Other Comprehensive Income	2,624	2,668
Accumulated Deficit	(431,937)	(345,679)
Total Stockholders' Equity	239,372	319,795
Total Liabilities and Stockholders' Equity	$ 271,665	$ 347,095

See accompanying notes to unaudited condensed consolidated financial statements

CELLDEX THERAPEUTICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPRENHENSIVE LOSS
(Unaudited)

(In thousands, except per share amounts)

	Three Months Ended		Nine Months Ended	
	September 30, 2014	September 30, 2013	September 30, 2014	September 30, 2013
REVENUE:				
Product Development and Licensing Agreements	$ 284	$ 40	$ 518	$ 117
Contracts and Grants	817	940	1,591	1,040
Product Royalties	—	—	—	2,334
Total Revenue	1,101	980	2,109	3,491
OPERATING EXPENSE:				
Research and Development	26,185	20,417	77,355	49,597
Royalty	—	—	—	2,334
General and Administrative	5,004	3,578	14,373	10,128
Amortization of Acquired Intangible Assets	254	254	760	760
Total Operating Expense	31,443	24,249	92,488	62,819
Operating Loss	(30,342)	(23,269)	(90,379)	(59,328)
Investment and Other Income, Net	2,260	142	4,121	682
Interest Expense	—	(13)	—	(842)
Net Loss	$ (28,082)	$ (23,140)	$ (86,258)	$ (59,488)
Basic and Diluted Net Loss Per Common Share (Note 3)	$ (0.31)	$ (0.29)	$ (0.97)	$ (0.76)
Shares Used in Calculating Basic and Diluted Net Loss per Share (Note 3)	89,404	81,015	89,346	78,676
COMPREHENSIVE LOSS:				
Net Loss	$ (28,082)	$ (23,140)	$ (86,258)	$ (59,488)
Other Comprehensive (Loss) Income:				
Foreign Currency Translation Adjustments	(3)	—	(4)	(3)
Unrealized Gain (Loss) on Marketable Securities	(121)	138	(40)	(56)
Comprehensive Loss	$ (28,206)	$ (23,002)	$ (86,302)	$ (59,547)

See accompanying notes to unaudited condensed consolidated financial statements

CELLDEX THERAPEUTICS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In thousands)

	Nine Months Ended	
	September 30, 2014	**September 30, 2013**
Cash Flows from Operating Activities:		
Net Loss	$ (86,258)	$ (59,488)
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities:		
Depreciation and Amortization	1,764	1,422
Amortization of Intangible Assets	760	760
Amortization and Premium of Marketable Securities	(754)	(1,232)
Realized Gain on Sales and Maturities of Marketable Securities	(11)	—
Gain on Sale or Disposal of Assets	—	(21)
Stock-Based Compensation Expense	4,719	3,400
Non-Cash Interest Expense	—	97
Changes in Operating Assets and Liabilities:		
Accounts and Other Receivables	(2,416)	(846)
Prepaid and Other Current Assets	(1,428)	(1,457)
Other Assets	49	267
Accounts Payable and Accrued Expenses	(740)	2,954
Other Liabilities	4,992	1,432
Net Cash Used in Operating Activities	(79,323)	(52,712)
Cash Flows from Investing Activities:		
Sales and Maturities of Marketable Securities	89,215	30,679
Purchases of Marketable Securities	(146,159)	(92,400)
Acquisition of Property and Equipment	(1,766)	(1,901)
Proceeds from Sale or Disposal of Assets	—	21
Net Cash Used in Investing Activities	(58,710)	(63,601)
Cash Flows from Financing Activities:		
Net Proceeds from Stock Issuances	—	114,187
Proceeds from Issuance of Stock from Employee Benefit Plans	1,160	2,931
Payments of Term Loan	—	(11,029)
Payments of Other Liabilities	—	(44)
Net Cash Provided by Financing Activities	1,160	106,045
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(4)	(3)
Net Decrease in Cash and Cash Equivalents	(136,877)	(10,271)
Cash and Cash Equivalents at Beginning of Period	169,402	24,897
Cash and Cash Equivalents at End of Period	$ 32,525	$ 14,626

See accompanying notes to unaudited condensed consolidated financial statements

CELLDEX THERAPEUTICS, INC.
Notes to Unaudited Condensed Consolidated Financial Statements
September 30, 2014

(1) Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared by Celldex Therapeutics, Inc. (the "Company" or "Celldex") in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and reflect the operations of the Company and its wholly-owned subsidiary. All intercompany transactions have been eliminated in consolidation.

These interim financial statements do not include all the information and footnotes required by U.S. GAAP for annual financial statements and should be read in conjunction with the audited financial statements for the year ended December 31, 2013, which are included in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on March 3, 2014. In the opinion of management, the interim financial statements reflect all normal recurring adjustments necessary to fairly state the Company's financial position and results of operations for the interim periods presented. The year-end condensed consolidated balance sheet data presented for comparative purposes was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP.

The results of operations for the interim periods are not necessarily indicative of the results of operations to be expected for any future interim period or the fiscal year ending December 31, 2014.

At September 30, 2014, the Company had cash, cash equivalents and marketable securities of $224.1 million. The Company incurred a loss of $86.3 million for the nine months ended September 30, 2014. Net cash used in operations for the nine months ended September 30, 2014 was $79.3 million. The Company believes that the cash, cash equivalents and marketable securities at September 30, 2014 will be sufficient to meet estimated working capital requirements and fund planned operations for at least the next twelve months.

During the next twelve months, the Company may take further steps to raise additional capital to meet its long-term liquidity needs. These capital raising activities may include, but may not be limited to, one or more of the following: the licensing of technology programs with existing or new collaborative partners, possible business combinations, issuance of debt, or the issuance of common stock or other securities via private placements or public offerings. While the Company continues to seek capital through a number of means, there can be no assurance that additional financing will be available on acceptable terms, if at all, and the Company's negotiating position in capital-raising efforts may worsen as existing resources are used. There is also no assurance that the Company will be able to enter into further collaborative relationships. Additional equity financing may be dilutive to the Company's stockholders; debt financing, if available, may involve significant cash payment obligations and covenants that restrict the Company's ability to operate as a business; and licensing or strategic collaborations may result in royalties or other terms which reduce the Company's economic potential from products under development.

(2) Significant Accounting Policies

The significant accounting policies used in preparation of these condensed consolidated financial statements for the nine months ended September 30, 2014 are consistent with those discussed in Note 2 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2013.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on the Company's financial position or results of operations upon adoption.

In May 2014, the FASB issued a new U.S. GAAP accounting standard that creates modifications to various other revenue accounting standards for specialized transactions and industries. The new U.S. GAAP accounting standard is intended to conform revenue accounting principles with a concurrently issued new standard under International Financial Reporting Standards, as well as, to enhance disclosures related to disaggregated revenue information. The updated guidance is effective for annual reporting periods beginning on or after December 15, 2016, and interim periods within those annual periods. Early adoption is not permitted. The Company will further study the implications of this standard in order to evaluate the expected impact on the consolidated financial statements.

In August 2014, the FASB issued a new U.S. GAAP accounting standard that provides guidance about management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. The new accounting standard requires management to assess an entity's ability to continue as a going concern by incorporating and expanding upon certain principles that are currently in U.S. auditing standards. The new accounting standard is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The Company does not expect the adoption of this standard to have a material impact on the consolidated financial statements.

(3) Net Loss Per Share

Basic net loss per common share is based upon the weighted-average number of common shares outstanding during the period, excluding restricted stock that has been issued but is not yet vested. Diluted net loss per common share is based upon the weighted-average number of common shares outstanding during the period plus additional weighted-average potentially dilutive common shares outstanding during the period when the effect is dilutive. The potentially dilutive common shares that have not been included in the net loss per common share calculations because the effect would have been anti-dilutive are as follows:

	Three and Nine Months Ended September 30,	
	2014	2013
Stock options	6,999,421	6,077,377
Restricted stock	9,000	9,000
	7,008,421	6,086,377

(4) Comprehensive Loss

The changes in Accumulated Other Comprehensive Income by component for the three and nine months ended September 30, 2014 are summarized below. No amounts were reclassified out of accumulated other comprehensive income during the three or nine months ended September 30, 2014.

	Unrealized Gain (Loss) on Marketable Securities, net of tax	Foreign Currency Items	Total
		(In thousands)	
Balance at June 30, 2014	$ 163	$ 2,585	$ 2,748
Other comprehensive income (loss) before reclassifications	(121)	(3)	(124)
Amounts reclassified from other comprehensive income	—	—	—
Net current-period other comprehensive income	(121)	(3)	(124)
Balance at September 30, 2014	$ 42	$ 2,582	$ 2,624
Balance at December 31, 2013	$ 82	$ 2,586	$ 2,668
Other comprehensive income (loss) before reclassifications	(40)	(4)	(44)
Amounts reclassified from other comprehensive income	—	—	—
Net current-period other comprehensive income	(40)	(4)	(44)
Balance at September 30, 2014	$ 42	$ 2,582	$ 2,624

(5) Fair Value Measurements

The following tables set forth the Company's financial assets subject to fair value measurements:

	As of September 30, 2014	Level 1	Level 2	Level 3
		(In thousands)		
Money market funds and cash equivalents	$ 27,995	$ —	$ 27,995	$ —
Marketable securities	191,553	—	191,553	—
	$ 219,548	$ —	$ 219,548	$ —

	As of December 31, 2013	Level 1	Level 2	Level 3
		(In thousands)		
Money market funds and cash equivalents	$ 148,549	$ —	$ 148,549	$ —
Marketable securities	133,581	—	133,581	—
	$ 282,130	$ —	$ 282,130	$ —

There have been no transfers of assets or liabilities between the fair value measurement classifications. The Company's financial instruments consist mainly of cash and cash equivalents, marketable securities, short-term accounts receivable and accounts payable. The Company values its marketable securities utilizing independent pricing services which normally derive security prices from recently reported trades for identical or similar securities, making adjustments based on significant observable transactions. At each balance sheet date, observable market inputs may include trade information, broker or dealer quotes, bids, offers or a combination of these data sources. Short-term accounts receivable and accounts payable are reflected in the accompanying consolidated financial statements at cost, which approximates fair value due to the short-term nature of these instruments.

(6) Marketable Securities

A summary of marketable securities is shown below:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
		(In thousands)		
September 30, 2014				
Marketable securities				
U.S. government and municipal obligations				
Maturing in one year or less	$ 40,198	$ 43	$ (5)	$ 40,236
Maturing after one year through three years	30,293	67	(9)	30,351
Total U.S. government and municipal obligations	$ 70,491	$ 110	$ (14)	$ 70,587
Corporate debt securities				
Maturing in one year or less	$ 92,510	$ 20	$ (34)	$ 92,496
Maturing after one year through three years	28,510	2	(42)	28,470
Total corporate debt securities	$ 121,020	$ 22	$ (76)	$ 120,966
Total marketable securities	$ 191,511	$ 132	$ (90)	$ 191,553
December 31, 2013				
Marketable securities				
U.S. government and municipal obligations				
Maturing in one year or less	$ 55,531	$ 27	$ (4)	$ 55,554
Maturing after one year through three years	18,234	56	(4)	18,286
Total U.S. government and municipal obligations	$ 73,765	$ 83	$ (8)	$ 73,840
Corporate debt securities				
Maturing in one year or less	$ 38,973	$ 9	$ (9)	$ 38,973
Maturing after one year through three years	20,761	12	(5)	20,768
Total corporate debt securities	$ 59,734	$ 21	$ (14)	$ 59,741
Total marketable securities	$ 133,499	$ 104	$ (22)	$ 133,581

The marketable securities held by the Company were high investment grade and there were no marketable securities that the Company considered to be other-than-temporarily impaired as of September 30, 2014. Marketable securities include $1.2 million and $0.9 million in accrued interest at September 30, 2014 and December 31, 2013, respectively.

(7) Intangible Assets and Goodwill

Intangible assets, net of accumulated amortization, and goodwill are as follows:

	Estimated Life	September 30, 2014 Cost	September 30, 2014 Accumulated Amortization	September 30, 2014 Net	December 31, 2013 Cost	December 31, 2013 Accumulated Amortization	December 31, 2013 Net
		(In thousands)					
Intangible Assets:							
IPR&D	Indefinite	$ 11,800	—	$ 11,800	$ 11,800	—	$ 11,800
Amgen Amendment	16 years	14,500	$ (4,484)	10,016	14,500	$ (3,812)	10,688
Core Technology	11 years	1,296	(1,052)	244	1,296	(964)	332
Total Intangible Assets		$ 27,596	$ (5,536)	$ 22,060	$ 27,596	$ (4,776)	$ 22,820
Goodwill	Indefinite	$ 8,965	—	$ 8,965	$ 8,965	—	$ 8,965

The IPR&D intangible asset was recorded in connection with the acquisition of CuraGen and relates to the development of glembatumumab vedotin. At the date of acquisition and at September 30, 2014, glembatumumab vedotin had not yet reached technological feasibility nor did it have any alternative future use. Glembatumumab vedotin is in a randomized study for the treatment of triple negative breast cancer.

The Company performed an annual impairment test of the IPR&D and goodwill assets as of July 1, 2014 and concluded that the IPR&D and goodwill assets were not impaired.

(8) Other Long-Term Liabilities

Other long-term liabilities include the following:

	September 30, 2014	December 31, 2013
	(In thousands)	
Deferred Rent	$ 499	$ 419
Net Deferred Tax Liability related to IPR&D	4,661	4,661
Deferred Income from Sale of Tax Benefits	2,253	1,630
Deferred Revenue	5,457	1,168
Total	12,870	7,878
Less Current Portion	(2,191)	(928)
Long-Term Portion	$ 10,679	$ 6,950

In January 2014, 2013, 2012 and 2011, the Company received approval from the New Jersey Economic Development Authority and agreed to sell New Jersey tax benefits worth $1.1 million, $0.8 million, $0.8 million and $0.6 million to an independent third party for $1.0 million, $0.8 million, $0.7 million and $0.5 million, respectively. Under the agreement, the Company must maintain a base of operations in New Jersey for five years or the tax benefits must be paid back on a pro-rata basis based on the number of years completed. During the nine months ended September 30, 2014 and 2013, the Company recorded $0.4 million and $0.2 million to other income related to the sale of these tax benefits, respectively.

In September 2013, the Company entered into an agreement with Rockefeller University pursuant to which the Company will perform research and development services for Rockefeller. The agreement includes an approved project plan for the development services of $4.8 million and a term of three years. The agreement included an upfront payment of $1.3 million which is being recognized as revenue over the term of the agreement. The Company will bill Rockefeller quarterly for actual time and direct costs incurred and record those amounts to revenue in the quarter the services are performed. The Company recorded revenue related to the Rockefeller agreement of $0.8 million and $0.9 million during the three months ended September 30, 2014 and 2013 and $1.5 million and $0.9 million during the nine months ended September 30, 2014 and 2013, respectively.

In May 2014, the Company entered into a clinical trial collaboration with Bristol-Myers Squibb Company ("BMS") to evaluate the safety, tolerability and preliminary efficacy of varlilumab and nivolumab, BMS's PD-1 immune checkpoint inhibitor, in a Phase 1/2 study. Under the terms of this clinical trial collaboration, BMS made a one-time payment to the Company of $5.0 million and the companies amended the terms of the Company's existing license agreement with Medarex (a subsidiary of BMS) related to the Company's CD27 program whereby certain future milestone payments were waived and future royalty rates were reduced that may have been due from the Company to Medarex. In return, BMS was granted a time-limited right of first negotiation if the Company wishes to out-license varlilumab. The companies also agreed to work exclusively with each other to explore anti-PD-1 antagonist

antibody and anti-CD27 agonist antibody combination regimens. The clinical trial collaboration provides that the companies will share development costs and that the Company will be responsible for conducting the Phase 1/2 study, which is expected to begin in the fourth quarter of 2014.

The Company has determined that its performance obligations under the BMS agreement, which primarily include performing research and development, supplying varlilumab and participating in the joint development committee, should be accounted for as a single unit of accounting and estimated that its performance period under the BMS agreement would be 5 years. Accordingly, the $5 million up-front payment was initially recorded as deferred revenue and is being recognized as revenue on a straight-line basis over the estimated 5-year performance period using the Contingency Adjusted Performance Model ("CAPM"). The BMS agreement also provides for BMS to reimburse the Company for 50% of the external costs incurred by the Company in connection with the clinical trial. These BMS payments will be recognized as revenue under the CAPM. The Company recorded $0.3 million and $0.4 million in revenue related to the BMS agreement during the three and nine months ended September 30, 2014, respectively.

(9) Stockholders' Equity

During the nine months ended September 30, 2013, the Company issued 2,433,608 shares of its common stock under its controlled equity offering sales agreement with Cantor Fitzgerald & Co., as amended, resulting in net proceeds to the Company of $17.1 million, after deducting commission and offering expenses.

During the nine months ended September 30, 2013, the Company issued 13,800,000 shares of its common stock in an underwritten public offering resulting in net proceeds to the Company of $97.0 million, after deducting underwriting fees and offering expenses.

In October 2014, the Company entered into an amended and restated supply agreement with Biosyn Corporation. Under the supply agreement, Biosyn will manufacture and supply keyhole limpet hemocyanin (KLH) to the Company for use in connection with the development, manufacture or commercial sale of rindopepimut. In connection with the supply agreement, the Company issued to Biosyn 152,172 shares of its common stock having a value of $2.0 million.

(10) Stock-Based Compensation

A summary of stock option activity for the nine months ended September 30, 2014 is as follows:

	Shares	Weighted Average Exercise Price Per Share	Weighted Average Remaining Contractual Term (In Years)
Options Outstanding at December 31, 2013	5,770,544	$ 8.17	7.0
Granted	1,405,350	$ 13.65	
Exercised	(167,303)	$ 6.04	
Canceled	(9,170)	$ 10.70	
Options Outstanding at September 30, 2014	6,999,421	$ 9.32	7.0
Options Vested and Expected to Vest at September 30, 2014	6,937,665	$ 9.28	7.0
Options Exercisable at September 30, 2014	3,878,159	$ 6.92	5.4
Shares Available for Grant under the 2008 Plan	694,762		

The weighted average grant-date fair value of stock options granted during the nine months ended September 30, 2014 was $8.81 per share. Stock-based compensation expense for the three and nine months ended September 30, 2014 and 2013 was recorded as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(In thousands)			
Research and development	$ 977	$ 1,326	$ 2,315	$ 2,190
General and administrative	981	690	2,404	1,210
Total stock-based compensation expense	$ 1,958	$ 2,016	$ 4,719	$ 3,400

The fair values of employee and director stock options granted during the three and nine months ended September 30, 2014 and 2013 were valued using the Black-Scholes option-pricing model with the following assumptions:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Expected stock price volatility	72%	72%	71 - 72%	72%
Expected option term	6.0 years	6.0 years	6.0 years	6.0 years
Risk-free interest rate	2.1 - 2.2%	1.9 - 2.0%	2.1 - 2.2%	1.2 - 2.0%
Expected dividend yield	None	None	None	None

(11) Income Taxes

Massachusetts, New Jersey and Connecticut are the three states in which the Company primarily operates or has operated and has income tax nexus. The Company is not currently under examination by any jurisdictions for any tax year.

The Company has evaluated the positive and negative evidence bearing upon the realizability of its net deferred tax assets, which are comprised principally of net operating loss carryforwards, capitalized R&D expenditures and R&D tax credit carryforwards. The Company has determined that it is more likely than not that it will not recognize the benefits of federal and state deferred tax assets and, as a result, a full valuation allowance was maintained at September 30, 2014 and December 31, 2013 against the Company's net deferred tax assets.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: This report on Form 10-Q contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 under Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include statements with respect to our beliefs, plans, objectives, goals, expectations, anticipations, assumptions, estimates, intentions and future performance, and involve known and unknown risks, uncertainties and other factors, which may be beyond our control, and which may cause our actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. All statements other than statements of historical fact are statements that could be forward-looking statements. You can identify these forward-looking statements through our use of words such as "may," "will," "can," "anticipate," "assume," "should," "indicate," "would," "believe," "contemplate," "expect," "seek," "estimate," "continue," "plan," "point to," "project," "predict," "could," "intend," "target," "potential" and other similar words and expressions of the future.

There are a number of important factors that could cause the actual results to differ materially from those expressed in any forward-looking statement made by us. These factors include, but are not limited to:

- our ability to successfully complete research and further development, including animal, preclinical and clinical studies, and, if we obtain regulatory approval, commercialization of rindopepimut (also referred to as CDX-110), glembatumumab vedotin (also referred to as CDX-011), and other drug candidates and the growth of the markets for those drug candidates;

- our ability to raise sufficient capital to fund our clinical studies and to meet our long-term liquidity needs, on terms acceptable to us, or at all. If we are unable to raise the funds necessary to meet our long-term liquidity needs, we may have to delay or discontinue the development of one or more programs, discontinue or delay on-going or anticipated clinical trials, license out programs earlier than expected, raise funds at significant discount or on other unfavorable terms, if at all, or sell all or part of our business;

- our ability to manage multiple clinical trials for a variety of drug candidates at different stages of development, including ACT IV and ReACT for rindopepimut and METRIC for glembatumumab vedotin;

- the cost, timing, scope and results of ongoing safety and efficacy trials of rindopepimut, glembatumumab vedotin, and other preclinical and clinical testing;

- our ability to fund and complete the development and, if we obtain regulatory approval, to commercialize rindopepimut in North America ourselves;

- our ability to negotiate strategic partnerships, where appropriate, for our programs, which may include rindopepimut outside of North America, glembatumumab vedotin and varlilumab (also referred to as CDX-1127);

- our ability to develop technological capabilities, including identification of novel and clinically important targets, exploiting our existing technology platforms to develop new product candidates and expand our focus to broader markets for our existing targeted immunotherapeutics;

- our ability to adapt our proprietary antibody-targeted technology, or APC Targeting Technology™, to develop new, safe and effective therapeutics for oncology and infectious disease indications;

- the availability, cost, delivery and quality of clinical and commercial grade materials produced by our own manufacturing facility or supplied by contract manufacturers, suppliers and partners, who may be the sole source of supply;

- the availability, cost, delivery and quality of clinical management services provided by our clinical research organization partners;

- the timing, cost and uncertainty of obtaining regulatory approvals for our drug candidates;

- our ability to develop and commercialize products before competitors that are superior to the alternatives developed by such competitors;

- our ability to protect our intellectual property rights, including the ability to successfully defend patent oppositions filed against an European patent related to technology we use in varlilumab, and our ability to avoid intellectual property litigation, which can be costly and divert management time and attention; and

- the factors listed under the headings "Business," "Risk Factors" and Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's annual report on Form 10-K for the year ended December 31, 2013 and other reports that we file with the Securities and Exchange Commission.

All forward-looking statements are expressly qualified in their entirety by this cautionary notice. You are cautioned not to place undue reliance on any forward-looking statements, which speak only as of the date of this report or the date of the document incorporated by reference into this report. We have no obligation, and expressly disclaim any obligation, to update, revise or correct any of the forward-looking statements, whether as a result of new information, future events or otherwise. We have expressed our expectations, beliefs and projections in good faith and we believe they have a reasonable basis. However, we cannot assure you that our expectations, beliefs or projections will result or be achieved or accomplished.

OVERVIEW

We are a biopharmaceutical company focused on the development and commercialization of several immunotherapy technologies for the treatment of cancer and other difficult-to-treat diseases. Our drug candidates are derived from a broad set of complementary technologies which have the ability to utilize the human immune system and enable the creation of therapeutic agents. We are using these technologies to develop targeted immunotherapeutics comprised of antibodies, adjuvants and monotherapies and antibody-drug conjugates that prevent or treat cancer and other diseases that modify undesirable activity by the body's own proteins or cells.

Our lead drug candidates include rindopepimut (also referred to as CDX-110) and glembatumumab vedotin (also referred to as CDX-011). Rindopepimut is a targeted immunotherapeutic in a pivotal Phase 3 study for the treatment of front-line glioblastoma and a Phase 2 study for the treatment of recurrent glioblastoma. Glembatumumab vedotin is a targeted antibody-drug conjugate in a randomized study for the treatment of triple negative breast cancer designed to obtain accelerated approval. We also have a number of earlier stage drug candidates in clinical development, including varlilumab (also referred to as CDX-1127), a fully human therapeutic monoclonal antibody for cancer indications, CDX-301, an immune cell mobilizing agent and dendritic cell growth factor and CDX-1401, a targeted immunotherapeutic aimed at antigen presenting cells, or APC, for cancer indications. Our drug candidates address market opportunities for which we believe current therapies are inadequate or non-existent.

We are building a fully integrated, commercial-stage biopharmaceutical company that develops important therapies for patients with unmet medical needs. Our program assets provide us with the strategic options to either retain full economic rights to our innovative therapies or seek favorable economic terms through advantageous commercial partnerships. This approach allows us to maximize the overall value of our technology and product portfolio while best ensuring the expeditious development of each individual product.

The following table includes the programs that we currently believe are significant to our business:

Product (generic)	Indication/Field	Partner	Status
CLINICAL			
Rindopepimut	Front-line glioblastoma	—	Phase 3
Glembatumumab vedotin	Metastatic breast cancer and melanoma	—	Phase 2b
Rindopepimut	Recurrent glioblastoma	—	Phase 2
Varlilumab	Lymphoma/leukemia and solid tumors	—	Phase 1
CDX-1401	Multiple solid tumors	—	Phase 1
CDX-301	Allogeneic Hematopoietic Stem Cell Transplantation	—	Pilot
PRECLINICAL			
CDX-014	Ovarian and renal cancer	—	Preclinical

The expenditures that will be necessary to execute our business plan are subject to numerous uncertainties. Completion of clinical trials may take several years or more, and the length of time generally varies substantially according to the type, complexity, novelty and intended use of a product candidate. It is not unusual for the clinical development of these types of product candidates to each take five years or more, and for total development costs to exceed $100 million for each product candidate. We estimate that clinical trials of the type we generally conduct are typically completed over the following timelines:

Clinical Phase	Estimated Completion Period
Phase 1	1 - 2 Years
Phase 2	1 - 5 Years
Phase 3	1 - 5 Years

The duration and the cost of clinical trials may vary significantly over the life of a project as a result of differences arising during the clinical trial protocol, including, among others, the following:

- the number of patients that ultimately participate in the trial;
- the duration of patient follow-up that seems appropriate in view of results;
- the number of clinical sites included in the trials;
- the length of time required to enroll suitable patient subjects; and
- the efficacy and safety profile of the product candidate.

We test potential product candidates in numerous preclinical studies for safety, toxicology and immunogenicity. We may then conduct multiple clinical trials for each product candidate. As we obtain results from trials, we may elect to discontinue or delay clinical trials for certain product candidates in order to focus our resources on more promising product candidates.

An element of our business strategy is to pursue the research and development of a broad portfolio of product candidates. This is intended to allow us to diversify the risks associated with our research and development expenditures. As a result, we believe our future capital requirements and our future financial success are not substantially dependent on any one product candidate. To the extent we are unable to maintain a broad range of product candidates, our dependence on the success of one or a few product candidates increases.

Regulatory approval is required before we can market our product candidates as therapeutic products. In order to proceed to subsequent clinical trial stages and to ultimately achieve regulatory approval, the regulatory agency must conclude that our clinical data is safe and effective. Historically, the results from preclinical testing and early clinical trials (through Phase 2) have often not been predictive of results obtained in later clinical trials. A number of new drugs and biologics have shown promising results in early clinical trials, but subsequently failed to establish sufficient safety and efficacy data to obtain necessary regulatory approvals.

Furthermore, our business strategy includes the option of entering into collaborative arrangements with third parties to complete the development and commercialization of our product candidates. In the event that third parties take over the clinical trial process for one of our product candidates, the estimated completion date would largely be under control of that third party rather than us. We cannot forecast with any degree of certainty which proprietary products, if any, will be subject to future collaborative arrangements, in whole or in part, and how such arrangements would affect our development plan or capital requirements. Our programs may also benefit from subsidies, grants, contracts or government or agency-sponsored studies that could reduce our development costs.

As a result of the uncertainties discussed above, among others, it is difficult to accurately estimate the duration and completion costs of our research and development projects or when, if ever, and to what extent we will receive cash inflows from the commercialization and sale of a product. Our inability to complete our research and development projects in a timely manner or our failure to enter into collaborative agreements, when appropriate, could significantly increase our capital requirements and could adversely impact our liquidity. These uncertainties could force us to seek additional, external sources of financing from time to time in order to continue with our business strategy. Our inability to raise additional capital, or to do so on terms reasonably acceptable to us, would jeopardize the future success of our business.

During the past five years through December 31, 2013, we incurred an aggregate of $201.1 million in research and development expenses. The following table indicates the amount incurred for each of our significant research programs and for other identified research and development activities during the nine months ended September 30, 2014 and 2013. The amounts disclosed in the following table reflect direct research and development costs, license fees associated with the underlying technology and an allocation of indirect research and development costs to each program.

	Nine Months Ended September 30,	
	2014	2013
	(In thousands)	
Rindopepimut	$ 39,846	$ 28,144
Glembatumumab vedotin	20,948	7,695
Varlilumab	6,721	6,944
CDX-1401	3,379	497
CDX-301	910	344
CDX-014	2,220	706
Other Programs	3,331	5,267
Total R&D Expense	$ 77,355	$ 49,597

Clinical Development Programs

Rindopepimut

Rindopepimut is an immunotherapeutic that targets the tumor-specific molecule epidermal growth factor receptor variant III, or EGFRvIII. EGFRvIII is a mutated form of the epidermal growth factor receptor, or EGFR, that is only expressed in cancer cells and not in normal tissue and can directly contribute to cancer cell growth. EGFRvIII is expressed in approximately 30% of glioblastoma multiforme, or GBM, tumors, the most common and aggressive form of brain cancer. Rindopepimut is composed of the EGFRvIII peptide linked to a carrier protein called Keyhole Limpet Hemocyanin, or KLH, and administered together with the adjuvant GM-CSF. The Food and Drug Administration, or FDA, and the European Medicines Agency, or EMA, have both granted orphan drug designation for rindopepimut for the treatment of EGFRvIII expressing GBM. The FDA has also granted Fast Track designation.

The Phase 2a study of rindopepimut referred to as ACTIVATE was led by collaborating investigators at the Brain Center at Duke Comprehensive Cancer Center in Durham, North Carolina and at M.D. Anderson Cancer Center in Houston, Texas and enrolled 18 evaluable GBM patients. An extension of the Phase 2a study referred to as ACT II evaluated 22 additional GBM patients treated in combination with the current standard of care, maintenance temozolomide, or TMZ, at the same two institutions.

The Phase 2b study of rindopepimut referred to as ACT III combined rindopepimut with standard of care, TMZ, in patients with newly diagnosed GBM. The ACT III study provided for a multi-center, non-randomized dataset for rindopepimut in 65 patients at over 30 sites throughout the United States.

In November 2013, we announced the four- and five-year survival data from the 105 patients enrolled in the three Phase 2 rindopepimut clinical studies (ACTIVATE, ACT II and ACT III) in EGFRvIII-positive GBM. Across these three Phase 2 studies of rindopepimut, survival data remains consistent and suggests a continuing survival benefit in comparison to independent control datasets (see chart below) at the median and at all other time points evaluated.

Phase 2 Frontline Long-term Overall Survival Assessments

	Median, Years (95% CI)	2-year rate	3-year rate	4-year rate	5-year rate
Phase 2 rindopepimut studies (n=105)	2.1 (1.8, 2.4)	51%	30%	18%	14%
Matched historical control (n=17)(1)	1.3 (0.9, 1.7)	6%	6%	0%	0%

(1) Patients treated at M.D. Anderson contemporaneously to ACTIVATE, matched for major eligibility requirements, including EGFRvIII-positive GBM, gross total resection and no disease progression through chemoradiation treatment.

The pooled overall long-term survival results continue to be consistent with the ACT III Phase 2 study (18% for 4-years and 14% for 5-years).

In December 2011, we initiated ACT IV, a pivotal, randomized, double-blind, controlled Phase 3 study of rindopepimut in patients with surgically resected, EGFRvIII-positive GBM. Patients are randomized after the completion of surgery and standard

chemoradiation treatment. The treatment regimen includes a rindopepimut priming phase post-radiation followed by an adjuvant TMZ phase and a rindopepimut maintenance therapy phase. Patients are treated until disease progression or intolerance to therapy. The primary objective of the study is to determine whether rindopepimut plus adjuvant GM-CSF improves the overall survival of patients with newly diagnosed EGFRvIII-positive GBM with minimal residual disease post resection and traditional chemo-radiation when compared to treatment with TMZ and a control injection of KLH. KLH is a component of rindopepimut and was selected due to its ability to generate a similar injection site reaction to that observed with rindopepimut. ACT IV is enrolling patients at over 200 centers worldwide and is expected to accrue approximately 700 patients to reach the required 374 patients with minimal residual disease needed for analysis of the primary endpoint, overall survival. All patients, including patients with disease that exceed this threshold will be included in the analysis of secondary endpoints including progression-free survival, safety and tolerability, neurologic status and quality of life. In October 2014 target enrollment (n=700) was reached. Given the lack of treatment options for patients with GBM, additional patients with the EGFRvIII mutation remaining in screening will be allowed to enroll into the study before enrollment is formally completed by year end 2014. Interim analyses will be conducted by an independent Data Safety and Monitoring Board at 50% and 75% of events (deaths). The first interim is expected in the mid-2015 and will provide insight into the event rate to inform estimates regarding timing for the second interim and final data read out.

In December 2011, we also initiated ReACT, a Phase 2 study of rindopepimut in combination with Avastin® in patients with recurrent EGFRvIII-positive GBM. ReACT was initially planned to enroll approximately 95 patients in a first or second relapse of GBM following receipt of standard therapy at approximately 25 sites across the United States. In August 2013, we announced the addition of an expansion cohort of approximately 75 patients (Group 2C) to better characterize the potential activity of rindopepimut in this refractory patient population. This decision was based on early evidence of anti-tumor activity, including stable disease, tumor shrinkage and investigator-reported response. As amended, the ReACT study will now enroll approximately 170 patients across three groups. Approximately 70 patients (Group 1) who have yet to receive Avastin will be randomized to receive either rindopepimut and Avastin or a control injection of KLH and Avastin in a blinded fashion. Another 100 patients, including the expansion cohort of 75 patients, who are refractory to Avastin having received Avastin in either the frontline or recurrent setting with subsequent progression will receive rindopepimut plus Avastin in a single treatment arm. Study endpoints include 6 month progression free survival rate, objective response rate, or ORR, overall survival and safety and tolerability.

In November 2013, we reported interim data from our ongoing Phase 2 ReACT study. Rindopepimut plus Avastin was very well tolerated (dosing up to 13+ months) and the results demonstrated promising signs of clinical activity in advanced patient populations, including evidence of anti-tumor activity (tumor shrinkage, objective response and stable disease). Strong immune response correlated with improved outcome. In Avastin-naïve patients treated with both rindopepimut and Avastin, a strong survival trend has also been seen to date versus the control group (see chart below).

Interim ReACT Overall Survival and Progression-free Survival in Avastin-Naïve Recurrent GBM

	Rindopepimut & Avastin (n=20)	Control & Avastin (n=20)	Hazard Ratio
Overall survival	12.0 months	7.9 months p=0.16	0.43 (0.13, 1.44)
Progression-free survival	3.7 months	2.0 months P=0.47	0.74 (0.34, 1.61)

In Avastin-refractory patients treated with both rindopepimut and Avastin, a median progression-free survival, or PFS, of 1.9 months and an overall survival, or OS, of 5.6 months was observed. The median overall survival of 5.6 months is noteworthy in these heavily pre-treated, refractory EGFRvIII-positive patients. A review of the literature assessing survival in recurrent patients who are Avastin-experienced across eight independent studies suggests a weighted-average survival of 3.6 months (range of 2.6 to 5.8 months) in all-comers. It is important to note that these eight studies do not necessarily meet the strict definition of refractory applied in the ReACT study and that these studies included EGFRvIII-negative patients who tend to perform better. Progression-free survival results in this refractory population may be more consistent with the profile of an immunotherapy candidate where progression-free survival does not always correlate directly with an overall survival benefit.

Enrollment to Group 1 (Avastin-naïve patients) and enrollment of the first 23 patients in Group 2C (Avastin-refractory patients) is complete. Group 2C is designed as a two-stage cohort; evidence of anti-tumor activity in the first 23 patients will trigger full completion of enrollment to this arm of the study. Updated data from the study will be presented at the 19th Annual Scientific Meeting and Education Day of the Society for Neuro-Oncology in November of 2014.

Glembatumumab Vedotin

Glembatumumab vedotin is an antibody-drug conjugate, or ADC, that consists of a fully-human monoclonal antibody, CR011, linked to a potent cell-killing drug, monomethyl-auristatin E, or MMAE. The CR011 antibody specifically targets glycoprotein NMB, referred to as gpNMB, that is over-expressed in a variety of cancers including breast cancer and melanoma. In September 2014, a U.S. patent covering the composition of matter of the CR011 antibody used in glembatumumab vedotin was issued. The ADC technology, comprised of MMAE and a stable linker system for attaching it to CR011, was licensed from Seattle Genetics, Inc. and is the same as that used in the marketed product Adcetris®. The ADC is designed to be stable in the bloodstream. Following intravenous administration, glembatumumab vedotin targets and binds to gpNMB and upon internalization into the targeted cell, glembatumumab vedotin is designed to release MMAE from CR011 to produce a cell-killing effect. The FDA has granted Fast Track designation to glembatumumab vedotin for the treatment of advanced, refractory/resistant gpNMB-expressing breast cancer.

Treatment of Breast Cancer: The Phase 1/2 study of glembatumumab vedotin administered intravenously once every three weeks evaluated patients with locally advanced or metastatic breast cancer who had received prior therapy (median of seven prior regimens). The study began with a bridging phase to confirm the maximum tolerated dose, or MTD, and then expanded into a Phase 2 open-label, multi-center study. The study confirmed the safety of glembatumumab vedotin at the pre-defined maximum dose level (1.88 mg/kg) in 6 patients. An additional 28 patients were enrolled in an expanded Phase 2 cohort (for a total of 34 treated patients at 1.88 mg/kg, the Phase 2 dose) to evaluate the PFS rate at 12 weeks. The 1.88 mg/kg dose was well tolerated in this patient population with the most common adverse events of rash, alopecia, and fatigue. The primary activity endpoint, which called for at least 5 of 25 (20%) patients in the Phase 2 study portion to be progression-free at 12 weeks, was met as 9 of 26 (35%) evaluable patients were progression-free at 12 weeks.

For all patients treated at the maximum dose level, tumor shrinkage was seen in 62% (16/26) and median PFS was 9.1 weeks. A subset of 10 patients had “triple negative disease,” a more aggressive breast cancer subtype that carries a high risk of relapse and reduced survival as well as limited therapeutic options due to lack of over-expression of HER2/neu, estrogen and progesterone receptors. In these patients, 78% (7/9) had some tumor shrinkage, 12-week PFS rate was 70% (7/10), and median PFS was 17.9 weeks. Tumor samples from a subset of patients across all dose groups were analyzed for gpNMB expression. The tumor samples from most patients showed evidence of stromal and/or tumor cell expression of gpNMB.

In December 2012, we announced final results from the EMERGE study, a randomized, multi-center Phase 2b study of glembatumumab vedotin in 122 patients with heavily pre-treated, advanced, gpNMB positive breast cancer. Patients were randomized (2:1) to receive either glembatumumab vedotin or single-agent Investigator’s Choice, or IC, chemotherapy. Patients randomized to receive IC were allowed to cross over to receive glembatumumab vedotin following disease progression. Activity endpoints included response rate, PFS and OS. The final results, as shown below, suggested that glembatumumab vedotin induces significant response rates compared to currently available therapies in patient subsets with advanced, refractory breast cancers with gpNMB over-expression (expression in greater than 25% of tumor cells) and in patients with triple negative breast cancer. The OS and PFS of patients treated with glembatumumab vedotin was also observed to be greatest in patients with triple negative breast cancer who also over-express gpNMB and all patients with gpNMB over-expression.

EMERGE: Overall Response Rate and Disease Control Data

	gpNMB Over-Expression		Triple Negative and gpNMB Over-Expression	
	glembatumumab vedotin (n=25)	Investigator Choice (n=8)	glembatumumab vedotin (n=12)	Investigator Choice (n=4)
Response	32%	13%	33%	0%
Disease Control Rate	64%	38%	75%	25%

Responses per RECIST 1.1; IC = Investigator’s Choice; glembatumumab vedotin arm includes 15 patients who crossed over to receive glembatumumab vedotin treatment after progression on IC. Analysis of best response excludes patients who discontinued from study without evaluable post-baseline radiographic imaging (n=15 for glembatumumab vedotin arm; n=5 for IC arm).

EMERGE: Progression Free Survival (PFS) and Overall Survival (OS) Data

	gpNMB Over-Expression		Triple Negative and gpNMB Over-Expression	
	glembatumumab vedotin	Investigator Choice	glembatumumab vedotin	Investigator Choice
Median PFS (months)	2.7	1.5	3.0	1.5
	p=0.14		p=0.008	
Median OS (months)	10.0	5.7	10.0	5.5
	p=0.18		p=0.003	

When cross over patients are removed, median OS in patients with gpNMB over-expression is 10.0 months for glembatumumab vedotin vs 5.2 months for IC (p=0.05) and median OS in triple negative patients with gpNMB over- expression is 10.0 months for glembatumumab vedotin vs 5.2 months for IC (p=0.009).

In December 2013, we initiated METRIC, a randomized, controlled study of glembatumumab vedotin in patients with triple negative breast cancer that over-express gpNMB in the United States, Canada and Australia. The study was originally designed to obtain accelerated approval. Feedback from clinical investigators conducting the study indicated that the eligibility criteria for study entry were limiting their ability to enroll patients they felt were clinically appropriate on study. In addition, we have spoken to country-specific members of the European Medicines Agency, or EMA, and believe a significant opportunity exists to expand the study into the EU. Based on these factors, we have amended the METRIC study and expanded patient entry criteria to position it for full marketing approval with global regulators, including the EMA, and to support improved enrollment in the study. The primary endpoint will be PFS as PFS is an established endpoint for full approval registration studies in this patient population in both the US and the EU. The sample size (n=300) and the secondary endpoint of OS remain unchanged. The Company is implementing these changes in parallel to regulatory discussions to maintain momentum at open clinical trial sites. Based on current projections, we believe enrollment will likely extend into 2016.

Treatment of Metastatic Melanoma: The Phase 1/2 open-label, multi-center, dose escalation study evaluated the safety, tolerability and pharmacokinetics of glembatumumab vedotin in 117 patients with un-resectable Stage III or Stage IV melanoma who had failed no more than one prior line of cytotoxic therapy. The MTD was determined to be 1.88 mg/kg administered intravenously once every three weeks. The study achieved its primary activity objective with an ORR in the Phase 2 cohort of 15% (5/34). Median PFS was 3.9 months. Glembatumumab vedotin was generally well tolerated, with the most frequent treatment-related adverse events being rash, fatigue, hair loss, pruritus, diarrhea and neuropathy. In the subset of patients with tumor biopsies, high levels of tumor expression of gpNMB appeared to correlate with favorable outcome. In the seven patients whose tumors were found to express high amounts of gpNMB, and who were treated at the maximum tolerated doses across all dosing schedules, median PFS was 4.9 months. The development of rash, which may be associated with the presence of gpNMB in the skin also seemed to correlate with greater PFS.

We are currently exploring conducting additional clinical studies in indications known to express gpNMB. A Phase 2 study in metastatic melanoma is expected to be initiated in the fourth quarter of 2014. Assay optimization and validation for a Phase 2 study in squamous cell lung cancer is expected to be completed by year-end and the study will commence soon after. We have also entered into a Cooperative Research and Development Agreement, or CRADA, with the National Cancer Institute, or NCI, under which NCI will sponsor two studies of glembatumumab vedotin—one in uveal melanoma and one in pediatric osteosarcoma. We will provide support for these studies.

Varlilumab

Varlilumab is a human monoclonal antibody that targets CD27, a potentially important target for immunotherapy of various cancers. We have entered into license agreements with the University of Southampton, UK for intellectual property related to uses of anti-CD27 antibodies and with Medarex (now a subsidiary of the Bristol-Myers Squibb Company, or BMS) for access to the UltiMab technology to develop and commercialize human antibodies to CD27. Our licensed rights from the University of Southampton include issued U.S. and European patents and pending patent applications in Japan and Canada relating to the technology used in varlilumab. If and where issued and maintained to full term in due course, these would have estimated patent expiry dates in 2027. We have filed further patent applications in the U.S. and major international territories which, if issued and maintained to full term in due course, would have estimated patent expiry dates in 2031. In July 2013, the United States Patent and Trademark Office issued a patent to the University of Southampton, that we have exclusive license to under our license agreement, which broadly supports varlilumab. The patent includes 18 claims covering various methods of treating cancer using agonistic anti-human CD27 antibodies and relates, among other things, directly to our CD27 antibody program and therapeutic uses of varlilumab. In September 2014, two European patent

oppositions were filed against a University of Southampton European patent. We will defend the European patent vigorously in cooperation with the University of Southampton.

CD27 acts downstream from CD40 and may provide a novel way to regulate the immune responses. CD27 is a co-stimulatory molecule on T cells and is over-expressed in certain lymphomas and leukemias. Varlilumab is an agonist antibody designed to have two potential therapeutic mechanisms. Varlilumab has been shown to activate immune cells that can target and eliminate cancerous cells in tumor-bearing mice and to directly kill or inhibit the growth of CD27 expressing lymphomas and leukemias *in vitro* and *in vivo*. Both mechanisms have been seen even at low doses in appropriate preclinical models.

We are conducting an open label Phase 1 study of varlilumab in patients with selected malignant solid tumors or hematologic cancers at multiple clinical sites in the United States. Initial dose escalation cohorts were conducted to determine an optimal dose for future study and, to date, no maximum tolerated dose has been reached. The lymphoid malignancies dose escalation arm has completed enrollment (n=24) and a new cohort has been added to include evaluation of T cell malignancies. An expansion cohort has also been added at 0.3mg/kg dosed once every three weeks in patients with Hodgkin Lymphoma (n=15). The solid tumor arm, which included patients with various solid tumors, completed dose escalation in 2013. Two expansion cohorts were subsequently added at 3 mg/kg dosed weekly in metastatic melanoma (n=16) and renal cell carcinoma (n=15) to better characterize clinical activity and further define the safety profile in preparation for combination studies.

We presented data from this Phase 1 study in June 2014. Varlilumab was very well tolerated and induced immunologic activity in patients that is consistent with both its mechanism of action and preclinical models. In the lymphoid malignancies dose escalation arm (n=24) two patients were continuing treatment and had not yet been evaluated for response. A heavily pre-treated patient with aggressive Hodgkin lymphoma had achieved a complete response. She continued in remission at 12.9+ months. Six additional patients with Hodgkin lymphoma had been enrolled, with one patient awaiting initial response evaluation. Three additional patients with non-Hodgkin lymphoma had experienced stable disease with a PFS range of 4.5 to 14 months. One of these patients experienced significant tumor shrinkage (36%). All patients had completed treatment in the solid tumor dose escalation arm (n=25). Four patients experienced stable disease (SD) with a PFS range of 3.0 to 22.4+ months. In the melanoma cohort, three patients had ongoing SD with a PFS range of 2.7+ to 11.5+ months, including a uveal melanoma patient with 12% shrinkage of measurable disease. In the renal cell carcinoma expansion cohort, one patient achieved a partial response at 2.7+ months. Additionally, three patients had SD with a duration of 2.8+ to 8.4+ months. Five patients continued on treatment, one of whom had not yet been seen for the first assessment of response. Based on these data, we intend to initiate new studies of varlilumab in combination with various agents.

In May 2014, we entered into a clinical trial collaboration with BMS to evaluate the safety, tolerability and preliminary efficacy of varlilumab and nivolumab, BMS's PD-1 immune checkpoint inhibitor, in a Phase 1/2 study. Multiple tumor types will be explored in the study, which could potentially include non-small cell lung cancer (NSCLC), metastatic melanoma, ovarian, colorectal (CRC) and squamous cell head and neck cancers. The Phase 1/2 study is expected to begin in the fourth quarter of 2014.

Multiple efforts are underway to finalize designs and plans for additional Phase 2 studies of varlilumab and we will provide updates on these studies as they are initiated, included but not limited to: a Phase 1/2 study of varlilumab and ipilumumab in patients with metastatic melanoma (plus CDX-1401 in NY-ESO positive patients); a Phase 1/2 of varlilumab plus sunitinib in renal cell carcinoma; and a Phase 1/2 study of varlilumab plus a mek pathway agent (followed sequentially by a checkpoint inhibitor) for patients with B-raf mutated metastatic melanoma.

CDX-1401

CDX-1401, developed from our APC Targeting Technology, is a fusion protein consisting of a fully human monoclonal antibody with specificity for the dendritic cell receptor, DEC-205, linked to the NY-ESO-1 tumor antigen. In humans, NY-ESO-1 has been detected in 20 - 30% of all melanoma, lung, esophageal, liver, gastric, prostate, ovarian and bladder cancers, thus representing a broad opportunity. This product is intended to selectively deliver the NY-ESO-1 antigen to dendritic cells for generating robust immune responses against cancer cells expressing NY- ESO-1. We are developing CDX-1401 for the treatment of malignant melanoma and a variety of solid tumors which express the proprietary cancer antigen NY-ESO-1, which we licensed from the Ludwig Institute for Cancer Research in 2006. Preclinical studies have shown that CDX-1401 is effective for activation of human T cell responses against NY-ESO-1.

The Phase 1 study assessed the safety, immunogenicity and clinical activity of escalating doses of CDX-1401 with TLR agonists (resiquimod and/or Poly ICLC in 45 patients with advanced malignancies refractory to all available therapies. 60% of patients had confirmed NY-ESO expression in archived tumor sample. Thirteen patients maintained stable disease for up to 13.4 months with a median of 6.7 months. Treatment was well-tolerated and there were no dose limiting toxicities. Humoral responses were elicited in both NY-ESO-1 positive and negative patients. NY-ESO-1-specific T cell responses were absent or low at baseline, but increased post-vaccination in 53% of evaluable patients, including both CD4 and/or CD8 T cell responses. Robust immune responses were

observed with CDX-1401 with resiquimod and Poly ICLC alone and in combination. Long-term patient follow up suggested that treatment with CDX-1401 may predispose patients to better outcomes on subsequent therapy with checkpoint inhibitors. Of the 45 patients in the Phase 1 study, eight went on to receive subsequent therapy of either ipilimumab or an investigational checkpoint inhibitor and six of these patients had objective tumor regression. Six patients with melanoma received ipilimumab within three months of treatment with CDX-1401 and four (67%) had objective tumor responses, including one complete response, which compares favorably to the overall response rate of 11% previously reported in metastatic melanoma patients treated with single-agent ipilimumab. In addition, two patients with non-small cell lung cancer received an investigational checkpoint blockade within two months of completing treatment with CDX-1401 and both achieved partial responses.

The Phase 1 study has identified a well-tolerated and immunogenic regimen to take forward into future studies. Celldex is providing support for a collaborative Phase 2 study of CDX-1401 in combination with CDX-301 in metastatic melanoma. This study is being conducted by the Cancer Immunotherapy Trials Network under a CRADA with the Cancer Therapy Evaluation Program of the NCI and is ongoing.

CDX-301

CDX-301 is a FMS-like tyrosine kinase 3 ligand, or Flt3L, stem cell mobilizer and dendritic cell growth factor. We licensed CDX-301 from Amgen Inc. in March 2009. CDX-301 is a potent hematopoietic cytokine that stimulates the expansion and differentiation of hematopoietic progenitor and stem cells. CDX-301 has demonstrated a unique capacity to increase the number of circulating dendritic cells in both laboratory and clinical studies. In addition, CDX-301 has shown impressive results in models of cancer, infectious diseases and inflammatory/autoimmune diseases. We believe CDX-301 may hold significant opportunity for synergistic development in combination with other proprietary molecules in our portfolio.

In February 2013, we announced final results from our dose-escalating Phase 1 study of CDX-301 in 30 healthy subjects in collaboration with Rockefeller University. The Phase 1 study evaluated seven different dosing regimens of CDX-301 to determine the appropriate dose for further development based on safety, tolerability, and biological activity. The data from the study were consistent with previous clinical experience and demonstrated that CDX-301 was well-tolerated and can effectively mobilize hematopoietic stem cell populations in healthy volunteers. In December 2013, we announced data from a preclinical combination study of CDX-301and Mozobil® (Plerixafor injection, formerly AMD3100) demonstrating that the combination of these agents significantly increases hematopoietic stem cell mobilization in mice. The data demonstrate a novel potent cell mobilization regimen combining CDX-301 and Mozobil®, which may have significant potential for use in autologous and allogeneic hematopoietic stem cell transplantation. Based on the safety profile and the clinical and preclinical data to date, we initiated a pilot clinical study of CDX-301 for the mobilization and transplantation of allogeneic hematopoietic stem cells in patients with hematological malignancies undergoing hematopoietic stem cell transplantation. The study will explore the utility of CDX-301 alone and in combination with Mozobil®.

Preclinical Programs

CDX-014

CDX-014 is a fully-human monoclonal ADC that targets TIM-1, a molecule that is upregulated in several cancers, including renal cell and ovarian carcinomas. It is associated with kidney injury and the shedding of its ectodomain is a predictive biomarker for tumor progression. TIM-1 has very restricted expression in healthy tissues, making it a promising target for antibody mediated therapy. The antibody is linked to MMAE using Seattle Genetics' proprietary technology. The ADC is designed to be stable in the bloodstream, but to release MMAE upon internalization into TIM-1-expressing tumor cells, resulting in a targeted cell-killing effect. CDX-014 has shown potent activity in preclinical models of ovarian and renal cancer. We have established preclinical proof-of-concept and are completing manufacturing and IND-enabling studies to support the initiation of Phase 1 clinical studies in renal cell carcinoma and potentially other TIM-1 expressing tumors in 2016.

CRITICAL ACCOUNTING POLICIES

Our critical accounting policies are more fully described in Note 2 to our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2013 and there have been no material changes to such critical accounting policies. We believe our most critical accounting policies include accounting for business combinations, revenue recognition, impairment of long-lived assets, research and development expenses and stock-based compensation expense.

RESULTS OF OPERATIONS

Three Months Ended September 30, 2014 compared with Three Months Ended September 30, 2013

	Three Months Ended September 30,		Increase/ (Decrease)	Increase/ (Decrease)
	2014	2013	$	%
	(In thousands)			
Revenue:				
Product Development and Licensing Agreements	$ 284	$ 40	$ 244	610%
Contracts and Grants	817	940	(123)	(13)%
Total Revenue	$ 1,101	$ 980	$ 121	12%
Operating Expense:				
Research and Development	26,185	20,417	5,768	28%
General and Administrative	5,004	3,578	1,426	40%
Amortization of Acquired Intangible Assets	254	254	—	0%
Total Operating Expense	31,443	24,249	7,194	30%
Operating Loss	(30,342)	(23,269)	7,073	30%
Investment and Other Income, Net	2,260	142	2,118	1,492%
Interest Expense	—	(13)	(13)	(100)%
Net Loss	$ (28,082)	$ (23,140)	$ 4,942	21%

Net Loss

The $4.9 million increase in net loss for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily the result of an increase in research and development and general and administrative expenses, partially offset by an increase in investment and other income.

Revenue

The $0.2 million increase in product development and licensing agreements revenue for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily related to our BMS agreement. In May 2014, we entered into a clinical trial collaboration with BMS whereby BMS made a one-time payment to us of $5.0 million which we are recognizing as revenue over our estimated performance period of five years. The $0.1 million decrease in contracts and grants revenue for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily related to the timing of our research and development services for Rockefeller University pursuant to our Rockefeller agreement. The agreement includes an approved project plan for the development services of $4.8 million and a term of three years.

Research and Development Expense

Research and development expenses consist primarily of (i) personnel expenses, (ii) laboratory supply expenses relating to the development of our technology, (iii) facility expenses, (iv) license fees and (v) product development expenses associated with our product candidates as follows:

	Three Months Ended September 30,		Increase/ (Decrease)	Increase/ (Decrease)
	2014	2013	$	%
	(In thousands)			
Personnel	$ 5,425	$ 4,999	$ 426	9%
Laboratory Supplies	856	968	(112)	(12)%
Facility	1,258	1,110	148	13%
License Fees	304	244	60	25%
Product Development	16,956	12,447	4,509	36%

Personnel expenses primarily include salary, benefits, stock-based compensation and payroll taxes. The $0.4 million increase in personnel expenses for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily due to increased headcount, partially offset by lower stock-based compensation of $0.3 million. We expect personnel expenses to increase over the next twelve months as we plan to continue to increase our headcount, primarily to support our rindopepimut, glembatumumab vedotin and varlilumab programs.

Laboratory supply expenses include laboratory materials and supplies, services, and other related expenses incurred in the development of our technology. The $0.1 million decrease in laboratory supply expense for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily due to lower manufacturing supply purchases. We expect supply expenses to remain relatively consistent over the next twelve months, although there may be fluctuations on a quarterly basis.

Facility expenses include depreciation, amortization, utilities, rent, maintenance, and other related expenses incurred at our facilities. The $0.1 million increase in facility expenses for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily due to an increase in amortization expense related to the leasehold improvements made at our headquarters facility in Hampton, New Jersey. We expect facility expenses to remain relatively consistent over the next twelve months, although there may be fluctuations on a quarterly basis.

License fee expenses include annual license maintenance fees and milestone payments due upon the achievement of certain development, regulatory and/or commercial milestones. License fee expenses for the three months ended September 30, 2014 were relatively consistent compared to the three months ended September 30, 2013. We expect license fee expense to remain relatively consistent over the next twelve months.

Product development expenses include clinical investigator site fees, external trial monitoring costs, data accumulation costs, contracted research and outside clinical drug product manufacturing. The $4.5 million increase in product development expenses for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily the result of an increase in clinical trial costs and contract manufacturing of $3.2 million and $1.4 million, respectively, primarily related to our rindopepimut and glembatumumab vedotin programs. We expect product development expenses to increase over the next twelve months primarily due to the increase in clinical trial and contract manufacturing expenses related to our rindopepimut, glembatumumab vedotin and varlilumab programs, although there may be fluctuations on a quarterly basis.

General and Administrative Expense

The $1.4 million increase in general and administrative expenses for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily due to higher stock-based compensation of $0.3 million, increased headcount and rindopepimut and glembatumumab vedotin commercial planning costs. We expect general and administrative expense to increase over the next twelve months primarily due to increased commercial planning efforts for rindopepimut and glembatumumab vedotin, although there may be fluctuations on a quarterly basis.

Amortization Expense

Amortization expenses for the three months ended September 30, 2014 were relatively consistent compared to the three months ended September 30, 2013. We expect amortization expense of acquired intangible assets to remain relatively consistent over the next twelve months.

Investment and Other Income, Net

The $2.1 million increase in investment and other income, net for the three months ended September 30, 2014 compared to the three months ended September 30, 2013 was primarily due to other income of $2.0 million related to a TopoTarget milestone payment. This payment is the last milestone payment we are owed from TopoTarget and was triggered in July 2014 upon the FDA approval of Beleodaq™ (belinostat). We anticipate investment income to remain relatively consistent over the next twelve months, although there may be fluctuations on a quarterly basis.

Nine Months Ended September 30, 2014 compared with Nine Months Ended September 30, 2013

	Nine Months Ended September 30,		Increase/ (Decrease)	Increase/ (Decrease)
	2014	2013	$	%
	(In thousands)			
Revenue:				
Product Development and Licensing Agreements	$ 518	$ 117	$ 401	343%
Contracts and Grants	1,591	1,040	551	53%
Product Royalties	—	2,334	(2,334)	(100)%
Total Revenue	$ 2,109	$ 3,491	$ (1,382)	(40)%
Operating Expense:				
Research and Development	77,355	49,597	27,758	56%
Royalty	—	2,334	(2,334)	(100)%
General and Administrative	14,373	10,128	4,245	42%
Amortization of Acquired Intangible Assets	760	760	—	0%
Total Operating Expense	92,488	62,819	29,669	47%
Operating Loss	(90,379)	(59,328)	31,051	52%
Investment and Other Income, Net	4,121	682	3,439	504%
Interest Expense	—	(842)	(842)	(100)%
Net Loss	$ (86,258)	$ (59,488)	$ 26,770	45%

Net Loss

The $26.8 million increase in net loss for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily the result of an increase in research and development and general and administrative expenses, partially offset by an increase in investment and other income.

Revenue

The $0.4 million increase in product development and licensing agreements revenue for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily related to our BMS agreement. The $0.6 million increase in contracts and grants revenue for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily related to our Rockefeller University agreement. The $2.3 million decrease in product royalty revenue for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was due to the termination of our agreement with GlaxoSmithKline plc upon the expiration of the last relevant patent right covered by the agreement. The terminated retained interests in Rotarix® net royalties which were not sold to Paul Royalty Fund II, L.P. had been equal to the amount payable to Cincinnati Children's Hospital Medical Center and recognized as royalty expense by us.

Research and Development Expense

	Nine Months Ended September 30,		Increase/ (Decrease)	Increase/ (Decrease)
	2014	2013	$	%
	(In thousands)			
Personnel	$ 14,717	$ 12,617	$ 2,100	17%
Laboratory Supplies	2,525	2,609	(84)	(3)%
Facility	3,817	3,369	448	13%
License Fees	2,988	381	2,607	684%
Product Development	49,979	28,831	21,148	73%

The $2.1 million increase in personnel expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to higher headcount.

The $0.1 million decrease in laboratory supply expense for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to lower manufacturing supply purchases.

The $0.4 million increase in facility expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to an increase in amortization expense related to the leasehold improvements made at our headquarters facility in Hampton, New Jersey.

The $2.6 million increase in license fee expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was due to the one-time $2.5 million milestone incurred and paid to Seattle Genetics as a result of the METRIC initiation.

The $21.1 million increase in product development expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily the result of an increase in clinical trial costs and contract manufacturing of $10.9 million and $10.1 million, respectively, primarily related to our rindopepimut and glembatumumab vedotin programs.

Royalty Expense

The $2.3 million decrease in royalty expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was due to the termination of our agreement with GlaxoSmithKline plc upon the expiration of the last relevant patent right covered by the agreement.

General and Administrative Expense

The $4.2 million increase in general and administrative expenses for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to higher stock-based compensation of $1.2 million, increased headcount and rindopepimut and glembatumumab vedotin commercial planning costs.

Amortization Expense

Amortization expenses for the nine months ended September 30, 2014 was relatively consistent as compared to the nine months ended September 30, 2013.

Investment and Other Income, Net

The $3.4 million increase in investment and other income, net for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to $3.0 million in TopoTarget milestone payments.

Interest Expense

The $0.8 million decrease in interest expense for the nine months ended September 30, 2014 compared to the nine months ended September 30, 2013 was primarily due to our election in May 2013 to prepay the Term Loan in full, pursuant to the terms of our Loan Agreement.

LIQUIDITY AND CAPITAL RESOURCES

Our cash equivalents are highly liquid investments with a maturity of three months or less at the date of purchase and consist primarily of investments in money market mutual funds with commercial banks and financial institutions. We maintain cash balances with financial institutions in excess of insured limits. We do not anticipate any losses with respect to such cash balances. We invest our excess cash balances in marketable securities including municipal bond securities, U.S. government agency securities, and high-grade corporate bonds that meet high credit quality standards, as specified in our investment policy. Our investment policy seeks to manage these assets to achieve our goals of preserving principal and maintaining adequate liquidity.

The use of our cash flows for operations has primarily consisted of salaries and wages for our employees, facility and facility-related costs for our offices, laboratories and manufacturing facility, fees paid in connection with preclinical studies, clinical studies, contract manufacturing, laboratory supplies and services, consulting, legal and other professional fees. To date, the primary sources of cash flows from operations have been payments received from our collaborative partners and from government entities. The timing of any new collaboration agreements, government contracts or grants and any payments under these agreements, contracts or grants cannot be easily predicted and may vary significantly from quarter to quarter.

At September 30, 2014, our principal sources of liquidity consisted of cash, cash equivalents and marketable securities of $224.1 million. We incurred a loss of $86.3 million for the nine months ended September 30, 2014. Net cash used in operations for the nine months ended September 30, 2014 was $79.3 million. We believe that the cash, cash equivalents and marketable securities at September 30, 2014 are sufficient to meet estimated working capital requirements and fund planned operations for more than the next two years.

During the next twelve months, we may take further steps to raise additional capital to meet our long-term liquidity needs. Our capital raising activities may include, but may not be limited to, one or more of the following: the licensing of technology programs with existing or new collaborative partners, possible business combinations, issuance of debt, or the issuance of common stock or other securities via private placements or public offerings. While we continue to seek capital through a number of means, there can be no assurance that additional financing will be available on acceptable terms, if at all, and our negotiating position in capital-raising efforts may worsen as existing resources are used. There is also no assurance that we will be able to enter into further collaborative relationships. Additional equity financing may be dilutive to our stockholders; debt financing, if available, may involve significant cash payment obligations and covenants that restrict our ability to operate as a business; and licensing or strategic collaborations may result in royalties or other terms which reduce our economic potential from products under development.

Operating Activities

Net cash used in operating activities was $79.3 million for the nine months ended September 30, 2014 compared to $52.7 million for the nine months ended September 30, 2013. The increase in net cash used in operating activities was primarily due to an increase in net loss of $26.8 million and changes in working capital. We expect that cash used in operations will continue to increase over the next twelve months primarily related to costs incurred on our rindopepimut, glembatumumab vedotin and varlilumab programs.

We have incurred and will continue to incur significant costs in the area of research and development, including preclinical and clinical trials, as our product candidates are developed. We plan to spend significant amounts to progress our current product candidates through the clinical trial and commercialization process as well as to develop additional product candidates. As our product candidates progress through the clinical trial process, we may be obligated to make significant milestone payments.

Investing Activities

Net cash used in investing activities was $58.7 million for the nine months ended September 30, 2014 compared to $63.6 million for the nine months ended September 30, 2013. The increase in net cash used in investing activities was primarily due to net purchases of marketable securities for the nine months ended September 30, 2014 of $56.9 million as compared to $61.7 million for the nine months ended September 30, 2013. We expect that cash provided by investing activities will increase over the next twelve months as we fund our operations through the net proceeds from the sale and maturity of marketable securities, cash provided by financing activities and/or new partnerships, although there may be significant fluctuations on a quarterly basis.

Financing Activities

Net cash provided by financing activities was $1.2 million for the nine months ended September 30, 2014 compared to $106.0 million for the nine months ended September 30, 2013. Net proceeds from stock issuances, including stock issued pursuant to employee benefit plans, were $1.2 million during the nine months ended September 30, 2014 compared to $117.1 million for the nine months ended September 30, 2013. We paid $11.0 million in principal payments on our Term Loan during the nine months ended September 30, 2013.

Equity Offerings

During the nine months ended September 30, 2013, we issued 2,433,608 shares of our common stock under our controlled equity offering sales agreement with Cantor Fitzgerald & Co., as amended, resulting in net proceeds to us of $17.1 million, after deducting commission and offering expenses.

During the nine months ended September 30, 2013, we issued 13,800,000 shares of our common stock in an underwritten public offering resulting in net proceeds to us of $97.0 million, after deducting underwriting fees and offering expenses.

AGGREGATE CONTRACTUAL OBLIGATIONS

Except as set forth below, the disclosures relating to our contractual obligations reported in our Annual Report on Form 10-K for the year ended December 31, 2013 which was filed with the SEC on March 3, 2014 have not materially changed since we filed that report.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

We own financial instruments that are sensitive to market risk as part of our investment portfolio. Our investment portfolio is used to preserve our capital until it is used to fund operations, including our research and development activities. None of these market-risk sensitive instruments are held for trading purposes. We invest our cash primarily in money market mutual funds. These investments are evaluated quarterly to determine the fair value of the portfolio. From time to time, we invest our excess cash balances in marketable securities including municipal bond securities, U.S. government agency securities, and high-grade corporate bonds that meet high credit quality standards, as specified in our investment policy. Our investment policy seeks to manage these assets to achieve our goals of preserving principal and maintaining adequate liquidity. Because of the short-term nature of these investments, we do not believe we have material exposure due to market risk. The impact to our financial position and results of operations from likely changes in interest rates is not material.

We do not utilize derivative financial instruments. The carrying amounts reflected in the consolidated balance sheet of cash and cash equivalents, accounts receivables and accounts payable approximates fair value at September 30, 2014 due to the short-term maturities of these instruments.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures.

As of September 30, 2014, we evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of September 30, 2014. Our disclosure controls and procedures are designed to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within time periods specified by the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting during the three months ended September 30, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1A. Risk Factors

In addition to the other information set forth in this report, you should carefully consider the factors discussed in Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2013, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K may not be the only risks facing the Company. Additional risks and uncertainties not currently known to the Company or that the Company currently deems to be immaterial also may materially adversely affect the Company's business, financial condition and/or operating results.

There were no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 3, 2014.

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Item 6.	Exhibits
3.1	Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-4 (Reg. No. 333-59215), filed July 16, 1998 with the Securities and Exchange Commission.
3.2	Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-4 (Reg. No. 333-59215), filed July 16, 1998 with the Securities and Exchange Commission.
3.3	Second Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-4 (Reg. No. 333-59215), filed July 16, 1998 with the Securities and Exchange Commission.
3.4	Third Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.1 of the Company's Quarterly Report on Form 10-Q, filed May 10, 2002 with the Securities and Exchange Commission.
3.5	Fourth Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K, filed on March 11, 2008 with the Securities and Exchange Commission.
3.6	Fifth Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K, filed on March 11, 2008 with the Securities and Exchange Commission.
3.7	Sixth Certificate of Amendment of Third Restated Certificate of Incorporation of the Company, incorporated by reference to Exhibit 3.7 of the Company's Quarterly Report on Form 10-Q, filed November 10, 2008 with the Securities and Exchange Commission.
4.3	Amendment No. 2 to Shareholder Rights Agreement dated November 5, 2004, between the Company and Computershare Trust Company, N.A. (formerly EquiServe Trust Company, N.A.), as Rights Agent, incorporated by reference to Exhibit 10.1 of the Company's Registration Statement on Form 8-A1G/A, filed on March 7, 2008 with the Securities and Exchange Commission.
*10.1#	Third Amended and Restated Supply Agreement dated October 15, 2014 between the Company and Biosyn Corporation
*31.1	Certification of President and Chief Executive Officer
*31.2	Certification of Senior Vice President and Chief Financial Officer
**32.1	Section 1350 Certifications
101.1	XBRL Instance Document.
101.2	XBRL Taxonomy Extension Schema Document.
101.3	XBRL Taxonomy Extension Calculation Linkbase Document.
101.4	XBRL Taxonomy Extension Definition Linkbase Document.
101.5	XBRL Taxonomy Extension Label Linkbase Document.
101.6	XBRL Taxonomy Extension Presentation Linkbase Document.

* Filed herewith.
** Furnished herewith.
# Confidential treatment has been requested for certain provisions of this Exhibit pursuant to Rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended.

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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 thereunto duly authorized.

CELLDEX THERAPEUTICS, INC.

BY:

/s/ ANTHONY S. MARUCCI

Dated: November 5, 2014

Anthony S. Marucci
President and Chief Executive Officer
(Principal Executive Officer)

/s/ AVERY W. CATLIN

Dated: November 5, 2014

Avery W. Catlin
Senior Vice President, Treasurer and Chief Financial Officer
(Principal Financial and Accounting Officer)

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** Furnished herewith.
# Confidential treatment has been requested for certain provisions of this Exhibit pursuant to Rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended.

Exhibit 10.1

CONFIDENTIAL TREATMENT

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED AS TO CERTAIN PORTIONS OF THIS DOCUMENT. EACH SUCH PORTION, WHICH HAS BEEN OMITTED HEREIN AND REPLACED WITH AN ASTERISK [*], HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THIRD AMENDED AND RESTATED SUPPLY AGREEMENT

THIS THIRD AMENDED AND RESTATED SUPPLY AGREEMENT ("Agreement') is made as of the 15th day of October, 2014 (the "Effective Date").

BETWEEN:

1. BIOSYN Corporation, a company incorporated in California, USA, whose registered office is at 5939 Darwin Court, Suite 114, Carlsbad, CA 92008, USA, and a wholly owned subsidiary of BIOSYN Arzneimittel GmbH, Germany (collectively referred to herein as "BIOSYN"); and

2. Celldex Therapeutics Inc, a Delaware corporation having its principle place of business at 53 Frontage Road, Suite 220, Hampton New Jersey, 08827 USA. ("CELLDEX").

3. CELLDEX and BIOSYN each may be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS:

A. BIOSYN is a pharmaceutical company engaged in the marketing and development of pharmaceuticals, including pharmaceuticals for treating and preventing a number of diseases and conditions. BIOSYN is also engaged in the manufacturing of proprietary formulations of BIOSYN hemocyanin products including keyhole limpet hemocyanin (KLH), abalone (AH), and horseshoe crab (HCH). BIOSYN KLH in this agreement refers to BIOSYN'S proprietary hemocyanin subunit formulation known as VACMUNE® liquid and any modifications thereto.

B. BIOSYN and CELLDEX entered into a Supply Agreement dated August 18, 2006 as amended on January 14, 2008 and assigned to Pfizer on April 16, 2010, reassigned to CELLDEX on November 1, 2010 and amended as of May 16, 2012 pursuant to which BIOSYN has agreed to manufacture and sell BIOSYN KLH to CELLDEX on a non-exclusive basis and CELLDEX has agreed to order exclusively from BIOSYN (the "Original Agreement").

C. The Parties now desire to amend and restate the Original Agreement in its entirety as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

1. INTERPRETATION

1.1. In this Agreement

"Affiliate" or "Affiliates" means any corporation, company, partnership, joint venture, firm or other entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" means (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such noncorporate entities;

"BIOSYN KLH" means the form of KLH manufactured by BIOSYN known as VACMUNE® liquid corresponding to and having the specifications detailed on the Product Data Sheet attached hereto as Schedule 1 and incorporated by reference herein. Unless otherwise specified herein, all references in this Agreement to BIOSYN KLH shall refer to VACMUNE® liquid.

"CELLDEX Minimum Requirement" shall have the meaning set forth in Section 2.1.3;

"DMF" means the Drug Master File for BIOSYN KLH, and subject to Section 4.9 hereof, VACMUNE® IEX, which has been filed with the FDA and the Canadian regulatory agency and any amendments, supplements or additional Drug Master Files filed by BIOSYN with the FDA or any other regulatory agency related to KLH.

"EMA" means the European Medicines Agency and any other successor agency thereto.

"FDA" means the United States Food and Drug Administration and any successor agency thereto;

"FCA" or "Free Carrier" bears the meaning set out in the Incoterms 2010, a copy of the relevant section of which is included as Schedule 3 hereto;

"Further Term" means any term of five (5) years subsequent to the Initial Term;

"GMP" or "cGMP" means those laws and regulations applicable in the U.S. and Europe, relating to the manufacture of medicinal products for human use, including, without limitation, current good manufacturing practices as specified in the ICH guidelines, including without limitation, ICH Q7A "ICH Good Manufacturing Practice Guide for Active Pharmaceutical Ingredients", US Federal Food Drug and Cosmetic Act and its implementing regulations at 21 CFR (Chapters 210, 211, 600 and 610) and relevant FDA Guidance interpreting same and EU Directive 2003/94/EC and all relevant implementation of such directive and relevant guidelines interpreting same.

"Initial Term" means the first fifteen (15) year term of this Agreement, commencing on the Effective Date of the Original Agreement (August 18, 2006) and ending on the fifteenth anniversary thereof;

"KLH" means Keyhole Limpet Hemocyanin, a protein from the giant limpet Megathura crenulata;

"Rindopepimut" or "CDX 110" means CELLDEX's immunotherapy drug candidate which consists of KLH coupled to a peptide targeting the EGFR vIII mutation in cancer patients.

"Territory" means the world;

"Year" means calendar year, first month being January and the last month being December.

1.2. In this Agreement, a reference to:

1.2.1. a document in the "agreed form" is a reference to a document in a form approved and for the purposes of identification signed by or on behalf of the Parties;

1.2.2. persons includes a reference to any natural person(s), corporation, unincorporated business association, joint venture or partnership;

1.2.3. a person includes a reference to that person's legal personal representatives, successors and permitted assigns;

1.2.4. a Section or Schedule, unless the context otherwise requires, is a reference to a section or schedule of this Agreement;

1.2.5. an agreement or other document is a reference to that agreement or documents as from time to time supplemented or amended.

1.3. The headings in this Agreement shall not affect the interpretation of this Agreement.

2. OBLIGATIONS OF BIOSYN

2.1. During the Initial Term and any Further Term, BIOSYN shall use its best efforts consistent with reasonable business practices to:

2.1.1. fulfill all orders made by CELLDEX in any one year for BIOSYN KLH. Orders by CELLDEX shall be fulfilled promptly, and in any event within one hundred twenty (120) days of receiving an order (in substantially the form set out in Schedule 2, or a standard purchase order) from CELLDEX;

2.1.2. maintain sufficient manufacturing and supply capacity so as to enable it to comply with the obligations of BIOSYN set forth in this Section 2;

2.1.3. supply such quantities of BIOSYN KLH per twelve (12) month period to CELLDEX as ordered by CELLDEX pursuant to Section 3.1.2 provided that at no time during the Initial Term or any Further Term shall BIOSYN supply less than two (2) grams of BIOSYN KLH per twelve (12) month period to CELLDEX ("CELLDEX Minimum Requirement");

2.1.4. provide (i) such quantities of BIOSYN KLH in [*] of BIOSYN KLH in approximately 50mL, (ii) BIOSYN KLH as bulk, [*], when requested,

2.1.5. ensure that all BIOSYN KLH supplied to CELLDEX is (i) manufactured in accordance with GMP and all current or future FDA or EMA directives, (ii) complies with any description of BIOSYN KLH supplied by BIOSYN to CELLDEX, (ii) meets all specifications for BIOSYN KLH, (iv) is not adulterated or misbranded and (v) complies in all respects (including with regard to its manufacture) with the DMF and the KLH license granted in Section 6 hereof;

2.1.6. refrain while in the normal course of business from knowingly supplying BIOSYN KLH to any third party, or knowingly issuing a Cross Reference Letter to any third party authorizing access to the DMF, for use by such third party in producing a generic or equivalent form of Rindopepimut (or an equivalent molecular construct containing the sequence Lys-Lys-Gly-Asn-Tyr) or any vaccine containing the same peptide conjugate which may compete with Rindopepimut, provided, however, that to assist BIOSYN in complying with this Section 2.1.6, CELLDEX shall promptly notify BIOSYN in the event CELLDEX becomes aware of any third party developing, manufacturing or selling a vaccine product in competition with Rindopepimut. For the avoidance of doubt, CELLDEX will make every reasonable effort to notify BIOSYN if it becomes aware of any third parties who may be working toward, or considering the development of a product competitive with Rindopepimut. Notwithstanding the foregoing, the failure of CELLDEX to provide such notification shall in no way relieve BIOSYN of its obligations hereunder;

2.1.7. to perform [*] Stability Studies of at least [*] in duration for BIOSYN KLH described on Exhibit 2.1.7 annexed hereto for [*] different lots/batches of BIOSYN KLH that have been supplied hereunder since the date of the Original Agreement.

2.1.8. Intentionally Omitted.

2.1.9. to execute the Quality Agreement simultaneously with the execution of this Agreement. Upon execution of the Quality Agreement, the Quality Agreement shall automatically be considered attached to this Agreement as Exhibit 2.1.9 and incorporated herein by reference.

3. OBLIGATIONS OF CELLDEX

3.1. During the Initial Term and any Further Term, CELLDEX shall use its best efforts consistent with reasonable business practices to:

3.1.1. procure from BIOSYN all BIOSYN KLH for the clinical development and commercial manufacture of Rindopepimut;

3.1.2. subject to Section 9.3, order at least the CELLDEX Minimum Requirement each year, beginning January 2007;

3.1.3. in January, 2008 and in January of each subsequent Year during the Initial Term and any Further Term, CELLDEX, shall place an order for its requirements of the BIOSYN KLH for such year.

3.1.4. hold in strictest confidence, not use or disclose to any third party, and take all necessary precautions to secure any Confidential Information (as defined below) of BIOSYN. Disclosure of such information shall be restricted solely to employees, agents, consultants, and representatives of CELLDEX who have been advised of their obligation with respect to Confidential Information. The term "Confidential Information" shall mean all non-public information that BIOSYN designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. For the purposes of this Section 3.1.4, the term "Confidential Information" shall mean, without limitation, the terms and conditions of this Agreement, the DMF, potential customers or suppliers of information, trade secrets, know-how, source codes, documentation, formulae, technology, or information received from others that a party is obligated to treat as confidential. If CELLDEX has any questions as to what comprises such Confidential Information, then CELLDEX shall first consult with BIOSYN.

The provisions of this Section 3.1.4 shall not apply to any Confidential Information disclosed hereunder that: (a) was known or used by CELLDEX or its Affiliates prior to its date of disclosure to CELLDEX, as evidenced by the prior written records of CELLDEX or its Affiliates; or (b) either before or after the date of the disclosure to CELLDEX is lawfully disclosed without restriction to CELLDEX or its Affiliates by an independent, unaffiliated third party rightfully in possession of the Confidential Information (but only to the extent of the rights received from such third party); or (c) either before or after the date of the disclosure to CELLDEX becomes published or generally known to the public through no fault or omission on the part of CELLDEX or its Affiliates; or (d) is generally made available by BIOSYN to third parties without restriction. Further, CELLDEX shall have the right to disclose information disclosed by BIOSYN (x) to the extent necessary to comply with applicable laws, to defend or prosecute litigation or to comply with governmental regulations, or the rules of a stock exchange or automated quotation system, provided that CELLDEX provides prior written notice of such disclosure to BIOSYN and takes reasonable and lawful actions to avoid or minimize the degree of such disclosure, including assisting BIOSYN to seek confidential treatment or a protective order, or (y) to existing or potential acquirers or merger candidates, existing or potential sublicensees/licensees, investment bankers, existing or potential investors, venture capital firms or other financial institutions or investors of CELLDEX for purposes of obtaining financing, each of whom prior to disclosure must be bound by obligations of confidentiality and non-use at least equivalent in scope to those set forth in Section 3.1.4. CELLDEX may not use the Confidential Information except for the express purposes stated in this Agreement. Except in connection with the development, manufacture or commercial sale of Rindopepimut, CELLDEX may not provide or sell BIOSYN KLH purchased hereunder to any unaffiliated third party without the prior consent of BIOSYN which consent shall not be unreasonably withheld.

3.1.5. pay for all reasonable costs related to freight duty, packaging costs and associated taxes, including any insurance, for the delivery of BIOSYN KLH to CELLDEX.

3.1.6. pay all amounts due under this Agreement in accordance with Section 5.

3.1.7. During the Initial Term and any Further Term, CELLDEX shall maintain a policy of product liability insurance for the BIOSYN KLH insuring against personal injury, death or damage to property with such policy having a limit of not less than Five Million US dollars ($5,000,0000) per occurrence and in the aggregate with a financially sound and reputable insurer.

3.1.8. to execute the Quality Agreement simultaneously with the execution of this Agreement. Upon execution of the Quality Agreement, the Quality Agreement shall automatically be considered attached to this Agreement as Exhibit 2.1.9 and incorporated herein by reference.

4. ORDERS FOR BIOSYN KLH

4.1. All orders for BIOSYN KLH will be placed by CELLDEX in writing and shall be in substantially the form set out in Schedule 2.

4.2. The BIOSYN KLH shall be supplied to CELLDEX by BIOSYN in accordance with the terms of this Agreement. The orders shall be accepted by BIOSYN subject to the terms of Section 2.1.

4.3. CELLDEX may by giving notice to BIOSYN reject all or any part of any order of BIOSYN KLH which:

4.3.1. has not been manufactured in accordance with the specifications set out in the DMF filed with the FDA or in compliance with cGMP and all current or future FDA or EMA directives or other applicable regulations; or

4.3.2. does not comply with any description applied to it and supplied by BIOSYN to CELLDEX or any of the other requirements set forth in Section 2.1.5.

The notice of rejection shall be given by CELLDEX within ninety (90) days of actual receipt of the order by CELLDEX at the address for delivery specified in the purchase order provided by CELLDEX. Where all or any part of any order of BIOSYN KLH is rejected by CELLDEX under this Section 4.3, such BIOSYN KLH shall be returned to BIOSYN at the risk and expense of BIOSYN for replacement forthwith by BIOSYN and CELLDEX will be reimbursed for its shipping costs, unless it is reasonably determined by BIOSYN that the order complies with this Section 4.3, in which case CELLDEX shall be obligated to purchase such order, assume all risks of transportation, and pay all associated costs. In the event that the Parties disagree as to whether the BIOSYN KLH complies with this Section 4.3, the dispute shall be submitted to a third party laboratory acceptable to both Parties for a final determination which shall be binding upon the Parties.

4.4. All orders of BIOSYN KLH shall be supplied and delivered to CELLDEX by BIOSYN via FCA.

4.5. Title and risk in respect of BIOSYN KLH supplied by BIOSYN to CELLDEX shall pass on completion of delivery in accordance with Section 4.4 above, subject to the terms of Section 4.3.

4.6. In the event BIOSYN is unable to supply CELLDEX's orders for BIOSYN KLH or this Agreement is terminated by CELLDEX pursuant to Section 8.1, then BIOSYN undertakes as a continuing obligation notwithstanding any such termination that it shall use all reasonable endeavors to effect a transfer of all intellectual property, know-how and confidential information used by BIOSYN in the performance of its obligations hereunder and the manufacture of BIOSYN KLH to CELLDEX or a third party manufacturer designated by CELLDEX [*] and/or grant such license or access to the DMF as may be necessary to enable CELLDEX or such third party manufacturer to manufacture BIOSYN KLH in such form and quantities contemplated by this Agreement.

4.7. During the Initial Term and any further Term of this Agreement, CELLDEX shall have the right to audit and inspect those portions of any facilities by BIOSYN used in the manufacture, packaging, generation, storage, testing, treatment, holding, transportation, distribution or other handling or receiving of BIOSYN KLH. CELLDEX shall have the right to audit and inspect all inventory of BIOSYN KLH contained at the aforementioned facilities and manufacturing and testing areas and associated documentation to periodically assess compliance with applicable product and establishment standards and cGMP. Such audits or inspections shall occur during normal business hours and shall be scheduled by CELLDEX at least ten (10) Business Days in advance; provided, however, that in the event of Rindopepimut or BIOSYN KLH failure or any other potential or actual health or safety issue related to Rindopepimut linked to BIOSYN KLH ("Product Failure") or any for cause manufacturing investigation, including, but not limited to, cGMP issues ("Manufacturing Investigation"), or any proposed or actual inspection by the FDA or other regulatory authority in the Territory, CELLDEX shall have the right at any time upon oral or written notice to BIOSYN of five (5) Business Days to conduct an audit or inspection hereunder. Except in the case of a Product Failure or Manufacturing Investigation or inspection by the FDA or other regulatory Authority of a BIOSYN facility responsible for manufacturing BIOSYN KLH under this Agreement, CELLDEX shall limit such audits to no more than once per calendar year for each facility. CELLDEX's audit and inspection rights under this Section 4.7 shall not extend to any portions of any facility, documents, records or other information which do not relate to BIOSYN KLH or, to the extent they relate or pertain to Third Parties or their products or materials, BIOSYN may redact information relating to Third Parties and their respective products or materials from any documents deliverable to CELLDEX in connection with CELLDEX's exercise of its audit and inspection rights hereunder. BIOSYN may participate in CELLDEX's audit and respond to any issues raised by CELLDEX based on such audit, with a corrective action plan.

4.8. Each Party shall maintain, in accordance with and for the period required under cGMP and all other laws, rules and regulations, complete and adequate records pertaining

to the methods and facilities used for the cGMP manufacture, processing, testing, packing, labeling, holding and distribution of BIOSYN KLH.

4.9. Celldex may at its option evaluate other formulations of KLH manufactured by BIOSYN including VACMUNE® IEX. Upon Celldex's request, BIOSYN agrees to manufacture and supply VACMUNE® IEX to Celldex. The cost of VACMUNE IEX will be the same as the cost of BIOSYN KLH per details in Section 5. BIOSYN agrees to promptly provide access to the DMF for VACMUNE® IEX at no additional cost, if and when CELLDEX communicates in writing that CELLDEX intends to discontinue using BIOSYN KLH and will be using VACMUNE® IEX in its routine manufacturing of Rindopepimut. Celldex agrees to pay for the stability studies of VACMUNE® IEX as detailed in Section 5.12

5. PRICE AND PAYMENT

5.1. The price to be paid by CELLDEX to BIOSYN for BIOSYN KLH shall be [*] per gram in 2014, [*] in 2015 and 2016 and [*] in 2017 Thereafter, commencing in January 2018, such price shall be reviewed and adjusted annually (upward or downwards), effective January of each Year, and such adjustment will not increase or decrease by [*].

5.2. CELLDEX shall pay a non-refundable deposit of 50% of the product cost at the time of placing the order at the beginning of each year.

5.3. The additional 50% of product cost shall be paid per Section 5.7.

5.4. CELLDEX shall pay, effective Jan 2014, [*] per shipment towards the cost of shipping, packaging and temperature monitoring service for shipments of BIOSYN KLH within the United States.

5.5. Effective January 1, 2014, CELLDEX shall pay no Customs or other related charges for BIOSYN KLH orders of [*] or more in a year.

5.6. Effective January 1, 2014, CELLDEX shall pay a fee of [*] of the BIOSYN KLH cost towards Customs and other charges if the BIOSYN KLH product order is less than [*] in a year.

5.7. Payment for BIOSYN KLH accepted by CELLDEX and expenses incurred by BIOSYN under Sections 5.3, 5.4 and if applicable 5.6 shall be made by CELLDEX to BIOSYN within thirty (30) days of the end of the month in which BIOSYN KLH is actually received by CELLDEX at the address specified in the purchase order provided by CELLDEX.

5.8. CELLDEX shall pay a one-time non-refundable and non-exclusive licensing fee of [*] to BIOSYN, due in accordance with the following schedule:

5.8.1. [*] on the Effective Date of the Original Agreement (which amount has been paid).

5.8.2. Annual payments of [*] per year, payable each year on the anniversary date of the Effective Date of the Original Agreement, until such amount is paid in

full. As of the Effective Date of this Agreement, the sum of [*] has been paid to BIOSYN. Notwithstanding the foregoing, such annual installment shall not be payable by CELLDEX in the event this Agreement is terminated by CELLDEX at least sixty (60) days prior to the date such payment is to be made in accordance with the provisions of Section 9.3. In such event, CELLDEX will have no further obligation to make annual payments under this Section 5.8. Previously paid annual payments remain non-refundable.

5.8.3. Outstanding balance, if any, shall be paid in full within thirty (30) days of FDA approval of Rindopepimut for commercial sale in the United States.

5.9. In addition to the payments described in Section 5.8, CELLDEX shall also issue to BIOSYN a number of shares of common stock of CELLDEX determined by dividing (x) $2,000,000.00 by (y) the ten (10) day average closing price of the common stock of CELLDEX (ticker symbol CLDX) ending one (1) day prior to the Effective Date. At such time BIOSYN shall enter into a Subscription and Restricted Stock Agreement substantially in the form annexed hereto as Exhibit 5.9.

5.10. In consideration for performing the Stability Studies for BIOSYN KLH described in Section 2.1.7 and as further set forth in Exhibit 2.1.7, CELLDEX shall pay to BIOSYN on the Effective Date of this Agreement the sum of [*].

5.11. Intentionally Omitted.

5.12. In the event that CELLDEX determines at a future date to use the VACMUNE® IEX formulation of KLH for the manufacture of Rindopepimut as provided in Section 4.9 above, CELLDEX will pay towards the cost of stability studies. Such costs will equal the actual cost of the VACMUNE IEX product used in such stability studies plus $100,000.00 per batch or lot.

5.13. CELLDEX shall pay to BIOSYN for any special requests by CELLDEX for product characterization, product quality, or any other requests for services or products not expressly provided for in this Agreement at a price to be negotiated by the parties.

5.14. All amounts due and payable under this Agreement shall be made in United States currency.

5.15. If any amounts due hereunder are not paid when due, the unpaid balance shall accrue interest at the rate of 1.5% per month until paid in full.

6. BIOSYN LICENSE

6.1. In consideration of the obligations undertaken by CELLDEX in this Agreement, BIOSYN hereby grants to CELLDEX (i) a non-exclusive perpetual, royalty-free license in the Territory, to BIOSYN KLH, to research, develop, make, have made, use, sell, offer for sale, export and import Rindopepimut (with the right to sublicense for the same purposes) during the Initial Term and any Further Term.

6.2. BIOSYN will update and maintain the DMF per regulations of the Canadian and United States regulatory authorities including FDA, and will provide any additional data requested to support CELLDEX's regulatory filings in any and all jurisdictions or countries in the Territory (including the EU) at no additional cost, pursuant to the licensing fee paid pursuant to Section 5.8. Upon execution of this Agreement, BIOSYN shall provide to CELLDEX a full and complete copy of the DMF with a right to reference, use or otherwise access the DMF as necessary in connection with any filings necessary to gain regulatory approval of Rindopepimut anywhere in the Territory.

6.3. BIOSYN will be responsible for any BIOSYN KLH related questions and specific regulatory related updates requested by the United States, Canadian, or other regulatory authorities in the Territory and shall provide CELLDEX with copies of any requests received and responses thereto.

6.4. At the request of CELLDEX, BIOSYN shall provide a cross-reference letter ("Cross Reference Letter") to the FDA, Canadian, or other regulatory authorities in the Territory, authorizing access to the DMF.

6.4.1. In its request, CELLDEX shall provide the following information to BIOSYN for Cross Reference Letter issuance:

Title of the IND/NDA; Name and Address of IND/NDA Holder; IND/NDA number; and

Name and address of specific FDA, Canadian, or other regulatory reviewer, if available.

6.5. BIOSYN will deliver to the FDA, Canadian, or other regulatory authority in the Territory with a copy to CELLDEX, the Cross Reference Letter, not later than thirty (30) days following the date of CELLDEX'S request.

7. TERM

7.1. This Agreement shall (unless terminated at an earlier date pursuant to Section 10) continue in full force and effect for the Initial Term and any Further Term.

7.2. After the Initial Term or any Further Term, this Agreement shall be automatically extended for an additional Further Term unless terminated by either Party by giving to the other written notice of termination at least six (6) months prior to the end of the Initial or Further Term, as the case may be.

8. FAILURE TO PERFORM

8.1. A default by a Party occurs when:

8.1.1. BIOSYN fails to comply with the terms of Sections 2 or 4 or any other covenant made by it under this Agreement; or

8.1.2. CELLDEX fails to comply with the terms of Sections 3 or 5 or any other covenant made by it under this Agreement.

8.2. In the event either Party is in default under Section 8.1 of this Agreement, the other Party shall give notice of default to the defaulting Party. The defaulting Party shall be allowed thirty (30) days to cure their breach. Failure to cure such default within thirty (30) days permits the non-breaching Party, without limitation to other remedies, to terminate this Agreement pursuant to Section 9 below.

8.3. In the event BIOSYN fails to perform pursuant to the events of Section 8.1.1, and notwithstanding any limitations set forth in Section 4.6 hereof, CELLDEX is entitled to attempt to cover by obtaining pharmaceutical grade (cGMP) KLH from any other source without prejudice to any other remedy, provided, BIOSYN shall be entitled to first cure the event pursuant to Section 8.2.

9. TERMINATION

9.1. Subject to Sections 9.3 and 8.2, either Party may terminate this Agreement upon either of the events of Section 8.1. If, however, termination is pursuant to Section 9.2 and BIOSYN is the Breaching Party, BIOSYN agrees that it will not withdraw supplies of BIOSYN KLH required for the completion of any clinical trial for Rindopepimut conducted by CELLDEX pending at the time of CELLDEX's notice of termination, so long as CELLDEX is not in violation of Sections 3 or 5 and shall continue to supply such quantities of BIOSYN KLH to CELLDEX until CELLDEX is able to complete the Technology Transfer contemplated in Section 4.6 above. In addition, CELLDEX shall have the continued right and license to reference the DMF as necessary to continue to develop and commercialize Rindopepimut.

9.2. Events that permit termination, other than the events of Section 8.1, are:

9.2.1. the passing by a Party of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the other Party or the dissolution of the Party;

9.2.2. the making of an administration order in relation to the a Party or the appointment of a receiver over, or the taking of possession or sale by an encumbrance of, any of the Party's assets;

9.2.3. the Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

9.3. Notwithstanding anything herein to the contrary, CELLDEX shall have the right to terminate this Agreement upon sixty (60) days written notice to BIOSYN in the event CELLDEX shall determine not to proceed with the development of Rindopepimut for any reason. In such event, CELLDEX shall cease further development of Rindopepimut.

10. CONSEQUENCES OF TERMINATION

10.1. Subject to Section 9.1, all rights and obligations of the Parties shall cease to have effect immediately upon termination of this Agreement except that termination shall not affect:

10.1.1. the accrued rights and obligations of the Parties at the date of termination; and

10.1.2. the continued existence and validity of the rights and obligations of the Parties under Sections 2 and 5 (but only in respect of any orders made by CELLDEX prior to the date of termination as to both Sections 2 and 5), Section 4.6, Section 9.1 (as it relates to BIOSYN), Section 10, and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement.

11. INDEMNIFICATION

11.1. BIOSYN shall indemnify CELLDEX, its Affiliates, and their respective officers, employees and agents ("CELLDEX Indemnitees") for any loss, damage, costs and expenses (including reasonable attorney fees) that CELLDEX Indemnitees may suffer as a result of any Third Party claim arising directly out of (i) a failure by BIOSYN or any of its employees to perform the obligations in accordance with Section 2 of this Agreement, (ii) any negligent, wilful or reckless action, misconduct, error, inaction or omission of BIOSYN or its employees, agents or subcontractors or (iii) any claims alleging that the BIOSYN KLH infringes any intellectual property rights of a Third Party except, in each case, to the extent that such claims resulted from the negligence, intentional misconduct or breach of this Agreement by any CELLDEX Indemnitees.

11.2. CELLDEX shall indemnify BIOSYN, its Affiliates, and their respective officers, employees and agents ("BIOSYN Indemnitees") from and against any loss, damage, costs and expenses (including reasonable attorney fees) that BIOSYN Indemnitees may suffer as a result of any Third Party claim arising directly out of (i) any negligent, wilful or reckless action, misconduct, error, inaction or omission of CELLDEX or its employees, agents or subcontractors. (ii) any claims alleging that Rindopepimut infringes any Intellectual Property rights of third parties; or (iii) the manufacture, use, sale, or distribution of Rindopepimut, including any claims of product liability; except, in each case, to the extent that such claims resulted from the negligence, intentional misconduct or breach of this Agreement by any BIOSYN Indemnitees.

11.3. If the Party to be indemnified intends to claim indemnification under this Section 11 it shall promptly notify the indemnifying Party in writing of such claim. The indemnitor shall have the right to control the defense and/or settlement thereof; provided, however, that any indemnitee shall have the right to retain its own counsel at its own expense. The indemnitee, its employees and agents, shall reasonably cooperate with the indemnitor in the investigation of any liability covered by this Section 11. The failure to deliver prompt written notice to the indemnitor of any claim, to the extent prejudicial to its ability to defend such claim, shall relieve the indemnitor of any obligation to the indemnitee under this Section 11.

12. COSTS

Except as otherwise expressly provided in this Agreement, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and implementation by it of this Agreement and of all other documents referred to in it.

13. FURTHER ASSURANCE

Each Party shall at its own cost do and execute or procure to be done and executed all necessary acts, agreements, documents and things reasonably within its power to give effect to this Agreement.

14. DISCLAIMERS

14.1. EXCEPT AS SET FORTH IN SECTIONS 2 AND 4 OF THIS AGREEMENT, BIOSYN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO BIOSYN KLH WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE BIOSYN KLH OR BREACH OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. GENERAL.

15.1. This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

15.2. No modification of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

15.3. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy or the exercise of any other right or remedy.

15.4. Except as expressly provided in this Agreement the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

15.5. Any date, time or period referred to in this Agreement is of the essence except only to the extent of which the Parties agree in writing to vary it in which event the varied date, time or period is of the essence.

15.6. Nothing in this Agreement be construed as creating a partnership between the Parties or as constituting either Party as the agent of the other Party for any purpose

whatsoever and neither Party shall have the authority or power to bind the other Party or to contract in the name of or create a liability against the other Party in any way or for any purpose.

15.7. The prevailing party(ies) in any litigation, arbitration, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party(ies) all costs, expenses, and attorney's fees (including expert witness and other consultants' fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and attorney's fees.

16. ASSIGNMENT.

Neither Party shall assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement except with the prior written consent of the other Party; provided, however, that CELLDEX shall have the right to assign the Agreement, without BIOSYN'S consent to (a) its Affiliate(s) (provided that the assigning Party shall remain jointly and severally liable with such Affiliate(s) under this Agreement), and (b) an entity that acquires all or substantially all of the business or assets of the assigning Party, whether by merger, reorganization, acquisition, sale or otherwise.

17. NOTICES.

17.1. Any notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be delivered personally or sent by first class post pre-paid recorded delivery and air mail, by confirmed telefax, or by confirmed electronic mail (e-mail) to the Party due to receive the notice or communication at its address set out in this Agreement or such other address as either Party may specify by notice in writing to the other.

17.2. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

17.2.1. if delivered personally, when left at the address referred to in this Agreement;

17.2.2. if sent by mail other than air mail, six (6) days after posting it;

17.2.3. if sent by air mail, six (6) days after posting it; and

17.2.4. if sent by confirmed telefax or confirmed e-mail, when clearly received in full.

18. GOVERNING LAW AND JURISDICTION.

18.1. This Agreement is governed by, and shall be construed in accordance with Delaware law.

18.2. Each party irrevocably waives any objection which it might at any time have to the courts of Delaware being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that the courts of Delaware are not a convenient or appropriate forum.

18.3. Each party agrees that the process by which any proceedings are begun in Delaware may be served on BIOSYN by being delivered in accordance with Section 17. Nothing contained in this paragraph shall affect the right to serve process in any other manner permitted by law.

18.4. This Agreement is drawn up in the English language and if this Agreement is translated into any language other than the English language this version shall prevail.

19. COUNTERPARTS.

This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

As WITNESS the hands of the Parties or their duly authorized representatives the day and year first above written.

Signed by: /s/ Anthony S. Marucci
for and behalf of
CELLDEX THERAPEUTICS, INC.

Signed by: /s/ Shammana Muddukrishna
for and behalf of
BIOSYN Corporation

Signed by: /s/Ortwin Kottwitz
for and behalf of
BIOSYN Arzneimittel GmbH

Exhibit 2.1.7

Stability Studies

The Stability Study in accordance with BIOSYN'S procedures will be of [*] of the current formulation of BIOSYN KLH (supplied since the date of the Original Agreement) as follows:

(1) A Stability Study of [*] in duration from [*] in 50 ml bags filled with BIOSYN KLH under storage conditions at [*] (from current manufacturing process.

(2) An stress study of BIOSYN KLH under [*] and at [*].

The Stability Studies are estimated to be completed by approximately [*]. A draft copy of the stability results will be provided upon execution of this Agreement and a final report will be provided upon study completion.

Upon the request of CELLDEX, BIOSYN shall provide and make available BIOSYN KLH from the Stability Studies so as to enable CELLDEX to assess BIOSYN KLH in conjugation and Rindopepimut product quality.

Exhibit 2.1.8

INTENTIONALLY OMITTED

.

Exhibit 2.1.9

QUALITY AGREEMENT

Quality Agreement

BIOSYN Corporation, a company incorporated in California, USA, whose registered office is at 5939 Darwin Court, Suite 114, Carlsbad, CA 92008, USA, and a wholly owned subsidiary of BIOSYN Arzneimittel GmbH, Germany (collectively referred to herein as "BIOSYN"); and Celldex Therapeutics,("Celldex") 119 Fourth Ave., Needham, MA 02494.

SCOPE

This QUALITY AGREEMENT (hereinafter the "Agreement") outlines the co-operation and Current Good Manufacturing Practices (as defined below), Quality Assurance ("QA") and Compliance responsibilities (collectively the "QUALITY RESPONSIBILITIES") between **Celldex** and **BIOSYN** with respect to the supply of BIOSYN KLH meaning the form of KLH manufactured by BIOSYN as [*], a raw material to be purchased by Celldex (hereinafter the "Material") as Bulk liquid in bags to be used in products manufactured by and for Celldex. The terms and conditions of this Agreement shall remain in full force and effect during the term of the Third Amended and Restated Supply Agreement, as amended, entered into between Celldex and BIOSYN related to the Material (the "Supply Agreement"). The termination of this Agreement shall not affect the continued existence and validity of the rights and obligations of the parties hereunder necessary for the interpretation or enforcement of this Agreement. The Agreement can be amended or revised at any time pursuant to a signed written amendment of authorized representatives of the parties.

OBJECT OF THE AGREEMENT

The aim of this Agreement is to define and agree upon the cGMP (as defined below) and Quality responsibilities associated with the manufacture, testing and quality provisions of the Material manufactured by BIOSYN and supplied to Celldex.

The Quality responsibilities associated with the manufacture of the Material must meet all applicable requirements of the Code of Federal Regulations of the U.S. Food and Drug Administration, 21 CFR Parts 210, 211, 610, and corresponding EU directive 2003/94/EC and all relevant implementation of such directive and relevant guidelines interpreting same. . This is also stated in ICH Guidance Q7 on Good Manufacturing Practice for Active Pharmaceutical Ingredients. Celldex may not require BIOSYN to perform activities that do not meet the current requirements of 21 CFR Parts 210, 211, 600 and 610, or other directives as identified above.

MANUFACTURER DESCRIPTION

BIOSYN is a cGMP manufacturer of hemocyanin, selenium and other pharmaceutical products.

DOCUMENTS

Procedures

BIOSYN's established facility, equipment, process, Quality Control (QC) and Quality Assurance (QA) System Operating Procedures shall be used to manufacture, test and disposition the Material. The Material will be manufactured and tested according to the BIOSYN Drug Master File.

Quality Responsibilities Documents

The Quality Responsibilities apply to operating procedures, lot manufacturing instructions, Standard Operating Procedures ("SOPs"), lot release, stability testing, and any other cGMP related documents necessary for BIOSYN to fulfill their obligation. BIOSYN will complete all documentation to release and ship Material and will supply Celldex with identified shipping and quality documentation with each batch of Material.

RESPONSIBILITIES

BIOSYN must have adequate resources to carry out the manufacture, testing and quality oversight of the Material and report to Celldex in writing any changes to the manufacturing process that could affect the Material as specified at the time of this Agreement. BIOSYN is responsible for the training of all personnel in established BIOSYN's Manufacturing, Testing and Quality System procedures.

BIOSYN will have all regulatory responsibilities for the product. All inquiries to the manufacturer from regulatory authorities regarding Celldex products shall be forwarded to Celldex Quality & Regulatory Affairs. Similarly all discussions with regulatory authorities regarding Celldex Product (Rindopepimut) shall be conducted only with the participation of Celldex Regulatory Affairs

Celldex is responsible to place orders for the Material with BIOSYN in accordance with the approved Supply Agreement with respect to quantities, packaging and date of delivery. Celldex or the designated Contract Manufacturer will inspect the Material upon receipt and report any issues to BIOSYN in a timely fashion.

Temperature monitors will be handled per BIOSYN's instruction and BIOSYN is responsible to investigate temperature excursions due to shipping issues.

The following table outlines general responsibilities of the parties for this Agreement:

Note: An "X" in both columns indicates that the activity is conducted by BIOSYN with Celldex approval.

Process	Responsibility	Celldex	BIOSYN
Manufacture, Testing and Release	Manufacturing Master Record		X
	Manufacturing Batch File		X
	Performing batch processing/ labeling and packaging		X
	Major Deviation Notification		X
	Stability program		X
	Retain Samples		X
	Specifications and Test Methods		X
	Testing		X

Process	Responsibility	Celldex	BIOSYN
	Change control Notification		X
Shipping	Documentation supplied		
	• Packing slip		X
	• Certificate of Analysis		X
	• Certificate of Compliance		X
	• Certificate of Origin		X
	Shipment		
	• Qualified shipping container		X
	• Shipping Deviations	X	X
	• Return of temperature recorder	X	
Raw Material procurement	Qualification of raw materials		X
	Retain raw material samples		X
	Notification of changes to critical raw materials		X
Validation	Process Validation		X
	Test Method Validation		X
	Cleaning Validation		X

DEFINITIONS AND ABBREVIATIONS

Audit: A planned, independent, documented, objective assessment per written procedures to verify that systems and/or processes have been developed, and are currently being followed to achieve quality system objectives and/or regulatory requirements.

cGMP, or Current Good Manufacturing Practices: Means those laws and regulations applicable in the U.S. and Europe, relating to the manufacture of medicinal products for human use, including, without limitation, current good manufacturing practices as specified in the ICH guidelines, including without limitation, ICH Q7A "ICH Good Manufacturing Practice Guide for Active Pharmaceutical Ingredients", US Federal Food Drug and Cosmetic Act and its implementing regulations at 21 CFR (Chapters 210, 211, 600 and 610) and relevant FDA Guidance interpreting same and EU directive 2003/94/EC and all relevant implementation of such directive and relevant guidelines interpreting same.

Change: A modification, addition or deletion to a current process, method, piece of equipment, service, or procedure that is identified as a result of a complaint, internal or external audit, review of quality control data, review of processing records, staff recommendation, regulatory changes, or other means of determining process improvements.

Major Deviation: An occurrence that is a significant departure from documented procedures or specifications. Major deviations may require good scientific review or medical judgment upon the company's behalf.

Moderate Deviation: An occurrence that has the potential for affecting the identity, strength, quality, safety or efficacy of the product but can be definitively confirmed through further investigation or testing that the Material either conforms to existing specifications and is accepted or does not and must be rejected.

Minor Deviation: A minor alteration from established procedures (SOP's) as judged by supervisors and or managers. A minor deviation does not affect the identity, strength, quality, safety or efficacy of the Material.

Supplier: Distributor of a raw material or service.

PRODUCT AND MANUFACTURING DESCRIPTION

BIOSYN will manufacture, test, disposition and ship the Material to Celldex in accordance with the applicable Drug Master File, Food and Drug Administration, 21 CFR Parts 210 and 211, 610, and applicable EU regulations. BIOSYN will source and use qualified / approved vendors for raw materials used in the manufacture of the Material. Manufacturing shall be performed in cGMP dedicated BIOSYN facilities in Carlsbad, CA USA, at 5939 Darwin Court, Suite 114, and in Fellbach, Germany at Schorndorfer Str. 32 D-70734 Fellbach, Germany. Hemolymph is collected at the Carlsbad site from keyhole limpets collected from Southern California coastal waters and purified and packaged at the German site. The use of any additional facilities not referenced in this Agreement must be approved in writing in advance by Celldex. . The German facility is cGMP certified by local German authorities.

BIOSYN will maintain all licenses, registrations and other authorizations, as required to operate a cGMP facility under the applicable laws.

BIOSYN will operate the facility in a manner to prevent contamination and/or cross contamination in conformance with cGMPs and other applicable regulations.

Changes to the manufacture, components, and/or packaging must be communicated to Celldex QA in writing prior to implementation (if planned) or prior to disposition of Material manufactured for Celldex.

INSPECTION AND TESTING

All testing must be done in accordance with approved written procedures and cGMPs.

Changes to the testing and stability program must be communicated in writing to Celldex QA prior to implementation (if planned) or prior to disposition of Material manufactured for Celldex.

ANALYTICAL METHODS

All analytical methods used for in-process, stability or release testing performed by BIOSYN must be appropriately validated and/or qualified.

All contract testing laboratories used by BIOSYN must be approved / qualified by BIOSYN in accordance with cGMP.

Celldex reserves the right to conduct additional investigations on any material, or test to determine the suitability of KLH used for cGMP manufacturing of Celldex products.

CHANGE CONTROL AND DEVIATIONS

BIOSYN shall inform Celldex Quality Assurance in writing of proposed changes in the Manufacturing process affecting the Material from that described in the Drug Master File. Change Control documentation and Major Deviations affecting the Material will be made available prior to use of the affected Material.

STABILITY TESTING AND EXPIRATION DATING

Stability testing of the Material will be maintained by BIOSYN. Changes to the expiration date of a batch sent to Celldex will be reported in a timely fashion in writing to Celldex.

Any stability failures (OOS) must be communicated to Celldex in writing within 5 business days of confirmation.

EQUIPMENT AND PROCESS VALIDATION

Validation records will be maintained by the BIOSYN and re-validation will be performed as required.

DISPOSITION AND SHIPMENT

BIOSYN will release the Material after manufacturing batch record review according to their approved procedures, closing out all deviations, investigations, and Out of Specification reports, and reviewing all testing results and environmental monitoring data.

Information describing the manner and conditions of shipment of the Material and validation of these shipping conditions will be maintained.

AUDITS

BIOSYN will provide reasonable access to their premises, during normal working hours, to permit audits of their manufacturing and testing areas to periodically assess compliance with applicable product and establishment standards and cGMP. The frequency and triggers for audits and the timing for audits is set forth in Section 4.7 of the Supply Agreement. Celldex may bring up to [*] people to perform the audit for a maximum of [*] days. Celldex will supply the head of quality and/or BIOSYN Management at BIOSYN with an audit agenda outlining the scope of the audit. Within [*] business days following the audit, Celldex will supply BIOSYN with a written audit report. BIOSYN will address audit comments within [*] business days. The audit will remain open and the Quality Units at BIOSYN and Celldex will cooperate so that all comments are satisfactorily resolved in a timely manner.

FDA / REGULATORY INSPECTION

BIOSYN permits inspections by the Regulatory Authorities of all relevant premises, procedures and documentation.

BIOSYN will notify promptly Celldex Regulatory Affairs & Quality of any FDA or other Regulatory Authority investigation related to Material acquired by Celldex and allow the Celldex Regulatory Affairs & Quality to be present for any regulatory inspection that involves Material acquired by Celldex.

BIOSYN will notify Celldex of any adverse inspection or audit findings from an external agency that may directly impact Material acquired by Celldex.

BIOSYN will provide copies to Celldex QA of any regulatory authority findings in relation to the Material acquired by Celldex.

BIOSYN will generate responses to any Regulatory Authority audit finding, or the like, in a timely manner.

Celldex provides input and approves response(s) to any Regulatory Authority audit finding, or the like, directly related to the Material acquired by Celldex.

BIOSYN provides Celldex with copies of final response(s) to Regulatory Authority findings, or the like, relating to the Material acquired by Celldex within [*] working days. Celldex acknowledges these responses maybe redacted for any third party owned confidential or proprietary information that is unrelated to the Material acquired by Celldex.

BIOSYN will notify Celldex within [*] business days when a Regulatory Inspection documents an observation that may interrupt the manufacture of the Material.

BIOSYN notifies Celldex of any requests for information, notices of violation or other communications from a Regulatory Authority relating to environmental, occupational health and safety compliance related directly to the Material acquired by Celldex.

RETAIN SAMPLES

Adequate retain samples from each lot of Material sent to Celldex will be taken and maintained at BIOSYN based on established criteria.

REQUESTED INFORMATION

BIOSYN will provide to Celldex any information required for regulatory submissions. This may include letters of cross reference to regulatory filings made by BIOSYN, data to support regulatory filings, and changes.

PRODUCT COMPLAINTS

BIOSYN will provide written investigation reports, regarding complaints of a quality nature for Material provided to Celldex, within [*] weeks of receiving written notification of the complaint. If additional time is required to complete the investigation, an interim report and timeline will be provided.

RECORD RETENTION

All documentation relating to the manufacture of the lot(s) of Material for Celldex shall be held by BIOSYN for a minimum of 5 years and in accordance with cGMP.

INFORMATIONAL UPDATES AND CORRESPONDENCES

Informational and correspondences will be supplied to Celldex as indicated below:

BIOSYN will supply Celldex with updates regarding the manufacture of the Material when timelines change from those originally agreed upon.

BIOSYN will confirm with Celldex the date of shipping at least 2 weeks prior to this date.

A LIST OF KEY CONTACTS, WITH TITLES, PHONE NUMBERS AND EMAIL.

Contacts	**Biosyn USA** **5939 Darwin Court, Suite 114,** **Carlsbad, CA 92008, USA** **Biosyn Germany** **Schorndorfer Str 32, Fellbach** **Germany 70734** Ph: Fx:	**Celldex Therapeutics Inc.** 119 Fourth Avenue Needham, MA 02494 Ph: Fx:
Primary	**President** **Email:** **Ph:**	**VP Commercial Manufacturing** e-mail: phone:
Manufacturing	Managing Director e-mail: Ph:	 Executive Director, Manufacturing e-mail: phone:
Quality Control	Quality Person/Quality Control e-mail: Ph:	Director, Quality Control e-mail: phone:
Quality Assurance	 Ph:	Executive Director, Quality Assurance e-mail: phone:
Regulatory Affairs	 e-mail: Ph:	Associate Director, Regulatory Affairs e-mail: phone:

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this Agreement on

Signed by: _____
For and on behalf of
CELLDEX THERAPEUTICS, INC.

Signed by: _____
For and on behalf of
BIOSYN Corporation

Name	Date
Torsten Bauer Quality Person (QP) biosyn Arzneimittel GmbH	
Donna M. Jordan Executive Director, Quality Assurance Celldex Therapeutics Inc.	Date

Exhibit 5.9

Subscription and Restricted Stock Agreement

CELLDEX THERAPEUTICS, INC.
SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "**Subscription Agreement**") is made as of October 15, 2014 (the "**Effective Date**") by and between BIOSYN Corporation ("**BIOSYN**") and Celldex Therapeutics, Inc. ("**Celldex**").

Section 1. Subscription. Reference is made to the THIRD AMENDED AND RESTATED SUPPLY AGREEMENT, dated as of October 15, 2014 (the "**Supply Agreement**"), between BIOSYN and Celldex. Pursuant to Section 5.9 of the Supply Agreement as additional compensation to BIOSYN, on the Effective Date, Celldex shall issue to BIOSYN a number of shares of common stock of Celldex determined by dividing (x) $2,000,000.00 by (y) the ten (10) day average closing price of the common stock of Celldex (ticker symbol CLDX) ending one (1) day prior to the Effective Date. BIOSYN, intending to be legally bound, hereby irrevocably enters into this Subscription Agreement for shares of common stock, par value $0.001 per share (the "**Shares**") of Celldex. BIOSYN acknowledges and agrees that upon BIOSYN's receipt of the Shares, Celldex shall have no further obligations to make any payments to BIOSYN pursuant to Section 5.9 of the Supply Agreement.

Section 2. Representations and Warranties of BIOSYN. BIOSYN hereby represents, warrants, acknowledges and agrees as follows as of the date hereof and as of each date on which Shares are issued to BIOSYN:

A. BIOSYN is a corporation duly organized, validly existing and in good standing under the laws of the State of California. BIOSYN has all requisite corporate power and authority to execute, deliver and perform its obligations under this Subscription Agreement, and this Subscription Agreement has been duly authorized and validly executed and delivered by BIOSYN. All corporate actions on the part of BIOSYN necessary for the authorization, execution, delivery of and the performance of all obligations of BIOSYN under this Subscription Agreement have been taken.

B. The Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws. BIOSYN understands that the offering and sale of the Securities is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) thereof and the provisions of Regulation D promulgated thereunder and Section 18(b)(3) thereof, based, in part, upon the representations, warranties and agreements of BIOSYN contained in this Subscription Agreement.

C. The Shares may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. Legends shall be placed on the Shares to the effect that they have not been registered under the Securities Act or applicable state securities laws and appropriate notations thereof will be made in Celldex's books and records. Stop transfer instructions will be placed with the transfer agent of the securities constituting the Shares.

D. BIOSYN is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and BIOSYN has no present intention of selling, granting any participation in, or otherwise distributing the same. BIOSYN further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

E. BIOSYN has had a reasonable opportunity to ask questions of and receive answers from [a] person[s] acting on behalf of Celldex concerning the business, financial condition, results of operations and prospects of Celldex, and all such questions have been answered to the full satisfaction of BIOSYN. BIOSYN is satisfied that it has received adequate information with respect to all matters which it considers material to its decision to make this investment

F. BIOSYN can protect its own interests. BIOSYN has such knowledge and experience in financial and business matters so that BIOSYN is capable of evaluating the merits and risks of its investment in Celldex. BISOYN understands and acknowledges that an investment in Celldex is highly speculative and involves substantial risks, including, but not limited to, the risk factors set forth in Celldex's SEC filings. BIOSYN's financial condition is such that it is able to bear the risk of holding the Shares for an indefinite period of time.

G. BIOSYN is an "accredited investor" as defined in Rule 501(a)(3) of Regulation D promulgated under the Securities Act.

Section 3. Lock-up Agreement. BIOSYN hereby agrees that, during the twelve (12) month period commencing on the Effective Date of the Supply Agreement (the "**Stockholder Lock-Up Period**"), BIOSYN will not offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any of the Covered Shares, or any options or warrants to purchase any of the Covered Shares, or any securities convertible into, exchangeable for or that represent the right to receive any of the Covered Shares. The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Covered Shares even if such shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Covered Shares or with respect to any security that includes, relates to, or derives any significant part of its value from such Covered Shares. "**Covered Shares**" means [insert number that is 50% of the shares] of the Shares. Celldex may impose stop-transfer instructions with respect to any Shares subject to the foregoing restriction until the end of the Stockholder Lock-Up Period.

Section 4. Representations and Warranties of Celldex

A. Celldex is duly organized, validly existing and in good standing under the laws of the state of Delaware, and has full power and authority pursuant to the applicable corporate laws of the state of Delaware to conduct its business as and to the extent now conducted and to own, use and lease its assets and properties.

B. Celldex has the requisite corporate power and authority to execute, deliver and perform its obligations under this Subscription Agreement. All corporate action on the part of Celldex and its officers, directors and stockholders necessary has been taken for: (i) the authorization of the Subscription Agreement and the performance of all obligations of Celldex hereunder; and (ii) the authorization, sale, issuance and delivery of the Securities pursuant to the Subscription Agreement. The Shares, when issued pursuant to and in accordance with the terms of this Subscription Agreement and, upon delivery, shall be validly issued and outstanding, fully paid and non assessable.

C. The Subscription Agreement will constitute, valid and legally binding obligations of Celldex and is enforceable against Celldex in accordance with its terms, except : (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights; and (b) general principles of equity that restrict the availability of equitable or legal remedies

D. Celldex is subject to the reporting requirements under Securities Exchange Act of 1934 (the "**Exchange Act**"). Celldex has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the twelve (12) months preceding the date hereof, or such shorter period of time that Celldex was subject to such filing requirements. As of their respective dates, the reports filed by Celdlex with the SEC complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder.

E. Celldex agrees to cooperate with BIOSYN in connection with all resales of Shares pursuant to Rule 144. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, Celldex may require the transferor to provide to Celldex an opinion of counsel selected by the transferor, the form and substance of which opinion shall be reasonably satisfactory to Celldex, to the effect that such transfer does not require registration under the Shares.

Section 5. Indemnification. Each of BIOSYN and Celldex agrees to indemnify and hold harmless the other and its officers, directors, employees and affiliates against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty or breach by BIOSYN or Celldex, as the case may be, of any representation, warranty, covenant or agreement made by BIOSYN or Celldex herein or in any other document delivered in connection with this Subscription Agreement.

Section 6. Registration Rights.

A. Registration. As promptly as practicable, Celldex shall use commercially reasonable efforts prepare and file with the SEC a prospectus supplement (the "**Prospectus Supplement**") to its Registration Statement on Form S-3 (File No. 333-192640) or such other registration statement on Form S-3 that may be effective at the time (the "**Registration Statement**") covering the resale of the Registrable Shares for an offering to be made on a continuous basis pursuant to Rule 415. "**Registrable Shares**" means the Shares less the Covered Shares. Celldex's obligation to register the Registrable Shares shall cease upon the earlier of (i) the date that all Registrable Shares covered by such Prospectus Supplement have been sold, (ii) the date that all Registrable Shares covered by such Prospectus Supplement can be sold publicly without restriction or limitation under Rule 144 (including, without limitation, the requirement to be in compliance with Rule 144(c)(1)) or (iii) the date that is two (2) years following the date hereof (the period ending on the earliest of such dates, the **"Effectiveness Period")**.

B. Registration Procedures. In connection with Celldex's registration obligations hereunder, Celldex shall:

(i) Not less than five (5) Trading Days prior to the filing of the Prospectus Supplement or any amendment or supplement thereto, furnish via email to BIOSYN copies of all such documents proposed to be filed, which documents (other than any document that is incorporated or deemed to be incorporated by reference therein) will be subject to the review of BIOSYN.

(ii) Notify BIOSYN as promptly as reasonably possible of any of the following events: (i) the SEC issues any stop order suspending the effectiveness of any Registration Statement or initiates any proceedings for that purpose; (ii) Celldex receives notice of any suspension of the qualification or exemption from qualification of any Registrable Shares for sale in any jurisdiction, or the initiation or threat of any proceeding for such purpose; (iii) the financial statements included in any Registration Statement become ineligible for inclusion therein or (v) Celldex becomes aware that any Registration Statement or Prospectus Supplement or other document contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(iii) It shall be a condition precedent to the obligations of Celldex to complete the registration of the Registrable Shares pursuant to this Agreement that BIOSYN furnish to Celldex the information that Celldex reasonably requests with respect to BIOSYN, the Registrable Shares, and other securities held by BIOSYN and the intended method of disposition of the Registrable Shares held by BIOSYN (if different from the Plan of Distribution set forth in the Registration Statement) as shall be reasonably required to effect the registration of such Registrable Shares and shall complete and execute such documents in connection with such registration as Celldex may reasonably request.

C. Indemnification by BIOSYN. BIOSYN shall indemnify and hold harmless Celldex, its directors, officers, agents and employees, each person who controls Celldex (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling persons, to the fullest extent permitted by applicable law, from and against all losses (as determined by a court of competent jurisdiction in

a final judgment not subject to appeal or review) arising solely out of any untrue statement of a material fact contained in the Registration Statement, any Prospectus or Prospectus Supplement, or any form of prospectus, or in any amendment or supplement thereto, or arising out of or relating to any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished by BIOSYN in writing to Celldex for inclusion in such Registration Statement or such Prospectus or such Prospectus Supplement or to the extent that such information relates to BIOSYN or BIOSYN's proposed method of distribution of Registrable Shares and was reviewed and expressly approved by BIOSYN for use in the Registration Statement or Prospectus or Prospectus Supplement. In no event shall the liability of BIOSYN hereunder be greater in amount than the dollar amount of the net proceeds received by BIOSYN upon the sale of the Registrable Shares giving rise to such indemnification obligation.

Section 7. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given: (a) if to Celldex, at the address set forth in the Supply Agreement, or (b) if to BIOSYN, at the address set forth in the Supply Agreement (or, in either case, to such other address as the party shall have furnished in writing in accordance with the provisions of this Section). Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof, except for a notice changing a party's address which shall be deemed given at the time of receipt thereof.

Section 8. Assignability. This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by BIOSYN and the transfer or assignment of the Shares shall be made only in accordance with all applicable laws and the terms of this Subscription Agreement.

Section 9. Governing Law. This Subscription Agreement and all matters arising, directly or indirectly, herefrom are governed by, and shall be construed in accordance with Delaware law. Each party irrevocably waives any objection which it might at any time have to the courts of Delaware being nominated as the forum to hear and determine any proceedings and to settle any disputes and agrees not to claim that the courts of Delaware are not a convenient or appropriate forum. Each party agrees that the process by which any proceedings are begun in Delaware may be served on BIOSYN by being delivered in accordance with Section 5 above. Nothing contained in this paragraph shall affect the right to serve process in any other manner permitted by law. This Subscription Agreement is drawn up in the English language and if this Subscription Agreement is translated into any language other than the English language this version shall prevail.

Section 10. Confidentiality. BIOSYN acknowledges and agrees that any information or data it has acquired from or about Celldex, not otherwise properly in the public domain, was received in confidence. BIOSYN agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of Celldex or for the benefit of any other person or persons, or misuse in any way, any confidential information of Celldex, including any scientific, technical, trade or business secrets of Celldex

and any scientific, technical, trade or business materials that are treated by Celldex as confidential or proprietary, including, but not limited to, ideas, discoveries, inventions, developments and improvements belonging to Celldex and confidential information obtained by or given to Celldex about or belonging to third parties.

Section 11. Miscellaneous. This Subscription Agreement constitutes the entire agreement between BIOSYN and Celldex with respect to the subject matter hereof and supersedes all prior oral, electronic or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions. Each party's covenants, agreements, representations and warranties made in this Subscription Agreement shall survive the execution and delivery hereof and delivery of the Shares. Each of the parties hereto shall pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated. This Subscription Agreement 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. This Subscription Agreement may also be executed via facsimile or pdf, which shall be deemed an original. Any provision of this Subscription Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Subscription Agreement as set forth in the text.

[Signature Page to Follow]

As WITNESS the hands of the Parties or their duly authorized representatives the day and year first above written.

Signed by: _____
for and behalf of
CELLDEX THERAPEUTICS, INC.

Signed by: _____
for and behalf of
BIOSYN CORPORATION

Schedule 1

PRODUCT DATA SHEET

PRODUCT DATA SHEET

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PRODUCT TEST PARAMETER and SPECIFICATION

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Schedule 2

Purchase order

TO: BIOSYN Corporation
5939 Darwin Courts, Suite 114
Carlsbad, CA 92008, USA
FROM: Celldex Therapeutics Inc
53 Frontage Road, Suite 220, Hampton New Jersey, 08827 USA

Please find below an order for BIOSYN KLH made in accordance with the terms of the Supply Agreement entered into between us on July 21, 2006.

Date of order:

Quantity of order:

Delivery Date: within 90 days from date of order

Address in the
USA for delivery:

Price:

Payment Enclosed (50% of Total Product):

Payment Date: 30 days from end of month in which order actually received at USA address for delivery.

Please confirm your acceptance of this order within 7 days of the date hereof by completing the acceptance form below and returning it to us, for the attention of by fax (fax number).

_____
Signed
For and on behalf of Celldex Therapeutics Inc.

_____
Date, Place

Order acceptance by BIOSYN Corporation

_____
Signed
For and on behalf BIOSYN Corporation

_____
Date, Place

Schedule 3

Free Carrier

"Free Carrier" means that the seller fulfils his obligation to deliver when he has handed over the goods, cleared for export, into the charge of the carrier named by the buyer or another person nominated by the buyer at the seller's premises or another named place. When, according to commercial practice, the seller's assistance is required in making the contract with the carrier (such as in rail or air transport) the seller may act at the buyer's risk and expense.

This term may be used for any mode or modes of transport. "Carrier means the party with whom carriage is contracted.

A. The seller must

A.l Provision of goods In conformity with the contract

Provide the goods and the commercial invoice, or its equivalent electronic message, in conformity with the contract of sale and any other evidence of conformity which may be required by the contract.

A.2 Licenses, authorizations and formalities

Obtain at his own risk and expense any export license or other official authorization and carry out all customs formalities necessary for the exportation of the goods.

A.3 Contract of carriage and insurance

a) Contract of carriage

No obligation. However, if requested by the buyer or if it is commercial practice and the buyer does not give an instruction to the contrary in due time, the seller may contract for carriage on usual terms at the buyer's risk and expense. The seller may decline to make the contract and, if he does, shall promptly notify the buyer accordingly.

b) Contract of insurance

No obligation. However, the seller must provide to buyer, at the buyer's request, risk and expense (if any), with information that the buyer needs for obtaining insurance.

A.4 Delivery

Deliver the goods into the custody of the carrier or another person (e.g. a freight forwarder) named by the buyer, or chosen by the seller in accordance with A.3.a), at the named place or point (e.g. transport terminal or other receiving point) on the date or within the period for delivery and in the manner agreed or customary at such point. Delivery is completed:

a) If the named place is the seller's premises, when the goods have been loaded on the means of transport provided by the buyer.

b) In any other case, when the goods are placed at the disposal of the carrier or other person nominated by the buyer on the seller's means of transport ready for unloading.

A.5 Transfer of risks

Subject to the provisions of B.5., bear all risks of loss of or damage to the goods until such time as they have been delivered in accordance with A.4.

A.6 Division of costs

Subject to the provisions of B.6

- pay all costs relating to the goods until such time as they have been delivered to the carrier in accordance with A.4.;
- pay the costs of customs formalities as well as all duties, taxes, and other official charges payable upon exportation.

A.7 Notice to the buyer

Give the buyer sufficient notice that the goods have been delivered in accordance with A.4. Should the carrier or another person nominated by the buyer fails to take the goods into his charge at the time agreed, the seller must notify the buyer accordingly.

A.8 Proof of delivery, transport document or equivalent electronic message

Provide the buyer at the seller's expense with the usual proof of delivery of the goods in accordance with A.4.

Provide assistance to the buyer, at the buyer's request, risk and expense, in obtaining a transport document.

A.9 Checking packaging — marking

Pay the costs of those checking operations (such as checking quality, measuring, weighing, counting) which are necessary for the purpose of delivering the goods in accordance with A.4, as well as the costs of any pre-shipment inspection mandated by the authority of the country of export. Provide at his own expense packaging (unless it is usual for the particular trade to send the goods of the contract description unpacked). The seller may package the goods in the manner appropriate for their transport, unless the buyer has notified the seller of specific packaging requirements before the contract of sale is concluded. Packaging is to be marked appropriately.

A.1O Assistance with Information and Related Costs

Where applicable, in a timely manner, provide to or render assistance in obtaining for the buyer, at the buyer's request, risk and expense, any documents and information, including security-related information, that the buyer needs for import of the goods and/or their transport to the final destination.

Reimburse the buyer for all costs and charges incurred by the buyer in providing or rendering assistance in obtaining documents and information as envisaged in B10.

B. The Buyer Must

B.1 General obligations of the buyer

Pay the price as provided in the contract of sale.

Any document referred to in B1-B10 may be an equivalent electronic record or procedure if agreed between the parties or customary.

B.2 Licenses, authorizations, security clearances and other formalities

Obtain at his own risk and expense any import license or other official authorization and carry out all customs formalities for the importation of the goods and, where necessary, for their transit through another country.

B.3 Contract of carriage

Contract at his own expense for the carriage of the goods from the named place, except as provided for in A.3.a).

B.4 Taking delivery

Take delivery of the goods in accordance with A.4.

If no specific point has been notified by the buyer under B7 within the named place of delivery, and if there are several points available, the seller may select the point that best suits its purpose.

Unless the buyer notifies the seller otherwise, the seller may deliver the goods for carriage in such a manner as the quantity and/or nature of the goods may require.

B.5 Transfer of risks

Bear all risks of loss of or damage to the goods from the time they have been delivered in accordance with A.4.

Should he fail to give notice in accordance with B.7., or should the carrier named by him fail to take the goods into his charge, then the buyer shall bear all risks of loss of or damage to the goods from the agreed date or the expiry date of any period stipulated for delivery, provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

B.6 Division of costs

Pay all costs relating to the goods from the time when they have been delivered in accordance with A,4, except, where applicable, the costs of customs formalities necessary for export, as well as duties, taxes and other charges payable upon export referred to in A.6.

Pay any additional costs incurred, either because he fails to name the carrier or other person as envisaged in A.4, or the carrier named by him or other person nominated by the buyer fails to take the goods into his charge at the agreed time, or because he has failed to give appropriate notice in accordance with B.7., provided, however, that the goods have been duly appropriated to the contract, that is to say, clearly set aside or otherwise identified as the contract goods.

B.7 Notice to the seller

Give the seller sufficient notice of the name of the carrier or another person nominated as envisaged in A.4. and, where necessary, specify the mode of transport, as well as the date or period for deliver the goods to him, as the case may be, of the point within the place where the goods should be delivered to the carrier.

B.8 Proof of delivery, transport document or equivalent electronic message

Accept the proof of delivery in accordance with A.8,

B.9 Inspection of goods

Pay, unless otherwise agreed, the costs of pre-shipment inspection except when mandated by the authorities of the country of exportation.

B.10 Assistance with Information and Related Costs

In a timely manner, advise the seller of any security information requirements so that the seller may comply with A.10.

Reimburse the seller for all costs and charges incurred by the seller in providing or rendering assistance in obtaining documents and information as envisaged in A.10.

Where applicable, in a timely manner provide to or render assistance in obtaining for the seller, at the seller's request, risk and expense, any documents and information, security-related information that the seller needs for transport and export of the goods and for their transport through any country.

Exhibit 31.1

CERTIFICATION

I, Anthony S. Marucci, certify that:

1. I have reviewed this report on Form 10-Q of Celldex Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2014

By /s/ ANTHONY S. MARUCCI
Name: Anthony S. Marucci
Title: President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Avery W. Catlin, certify that:

1. I have reviewed this report on Form 10-Q of Celldex Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 5, 2014

By: /s/ AVERY W. CATLIN
Name: Avery W. Catlin
Title: Senior Vice President and Chief Financial Officer

Exhibit 32.1

SECTION 1350 CERTIFICATIONS

Pursuant to 18 U.S.C. §1350 as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, the undersigned officers of Celldex Therapeutics, Inc. (the "Company") hereby certify that to their knowledge and in their respective capacities that the Company's quarterly report on Form 10-Q to which this certification is attached (the "Report"), fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 5, 2014

By: /s/ ANTHONY S. MARUCCI
Name: Anthony S. Marucci
Title: President and Chief Executive Officer

Date: November 5, 2014

By: /s/ AVERY W. CATLIN
Name: Avery W. Catlin
Title: Senior Vice President and Chief Financial Officer

This certification shall not be deemed "filed" for any purpose, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act. A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Celldex Therapeutics, Inc. and will be retained by Celldex Therapeutics, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.