

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **September 20, 2012**

CELLDEX THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-15006
(Commission
File Number)

13-3191702
(IRS Employer
ID Number)

119 Fourth Avenue
Needham, Massachusetts
(Address of principal executive offices)

02494
(Zip Code)

Registrant's telephone number, including area code: **(781) 433-0771**

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

In January 2011, Celldex Therapeutics, Inc. (the "Company," "we," "us" or "our") entered into a controlled equity offering sales agreement with Cantor Fitzgerald & Co. ("Cantor") pursuant to which the Company could issue and sell up to 5,000,000 shares of its common stock from time to time through Cantor, acting as agent. The Company sold the remaining 1,975,000 shares available to be sold under the sales agreement during the third quarter of 2012 through September 18, 2012 and raised \$10.6 million in net proceeds from such sales.

On September 20, 2012, the Company entered into Amendment No. 1 to its controlled equity offering sales agreement (as amended, the "Sales Agreement") with Cantor to increase the shares of its common stock it may issue and sell from time to time through Cantor, acting as agent. Pursuant to Amendment No. 1 to the Sales Agreement, after September 20, 2012, we may offer and sell shares of our common stock having an aggregate offering price of up to \$44.0 million from time to time through Cantor, acting as agent. Sales of our common stock through Cantor, if any, will continue to be made on the NASDAQ Global Market by means of ordinary brokers' transactions at market prices, in block transactions or as otherwise agreed by Cantor and us. Cantor will continue to use its commercially reasonable efforts to sell our common stock from time to time, based upon our instructions (including any price, time or size limits or other customary parameters or conditions we may impose).

We will pay Cantor a fixed commission rate of 3.0% of the gross sales price per share of any common stock sold through Cantor, as agent, under the Sales Agreement. In connection with the sale of common stock on the our behalf, Cantor may be deemed to be an “underwriter” within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), and the compensation of Cantor may be deemed to be underwriting commissions or discounts. We have agreed to provide indemnification and contribution to Cantor against certain civil liabilities, including liabilities under the Securities Act. We have also agreed to reimburse Cantor for certain specified expenses.

If any shares are actually offered and sold, we intend to use the net proceeds to fund clinical trials of our product candidates and for working capital and general corporate purposes.

The foregoing description of the Sales Agreement is not complete and is qualified in its entirety by reference to the full text of (i) the Sales Agreement, dated January 6, 2011 (previously filed as Exhibit 10.1.3 to our Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on January 6, 2011) and (ii) Amendment No. 1 to Sales Agreement, dated September 20, 2012 (a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K), each of which is incorporated herein by reference. This Current Report on Form 8-K also incorporates by reference Amendment No. 1 to the Sales Agreement into our shelf registration statement on Form S-3 (File No. 333-165899) previously filed with the SEC.

A copy of the opinion of Lowenstein Sandler PC relating to the legality of the issuance and sale of the shares pursuant to the Sales Agreement is attached as Exhibit 5.1 hereto.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Lowenstein Sandler PC
10.1	Amendment No. 1 to Sales Agreement, dated January 6, 2011, between Celldex Therapeutics, Inc. and Cantor Fitzgerald & Co., dated September 20, 2012.
23.1	Consent of Lowenstein Sandler PC (included in Exhibit 5.1).

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SIGNATURES

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

CELLEX THERAPEUTICS, INC.

Date: September 24, 2012

/s/ Avery W. Catlin

Avery W. Catlin, Senior Vice President and
Chief Financial Officer

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September 24, 2012

Celldex Therapeutics, Inc.
119 Fourth Avenue
Needham, Massachusetts 02494

Re: Sale of Common Stock registered pursuant to
Shelf Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Celldex Therapeutics, Inc., a Delaware corporation (the “**Company**”), in connection with the preparation and filing of a Registration Statement on Form S-3 (File No. 333-165899) (the “**Registration Statement**”) with the Securities and Exchange Commission (the “**Commission**”) pursuant to the Securities Act of 1933, as amended (the “**Securities Act**”), and the Prospectus Supplement filed pursuant to Rule 424(b) under the Act, dated September 20, 2012 (the “**Prospectus Supplement**”), relating to the sale by the Company of shares of its common stock, par value \$0.001 per share (the “**Common Stock**”) having an aggregate offering price of up to \$44.0 million.

We understand that the Common Stock is to be issued by the Company and sold by Cantor Fitzgerald & Co. (“**Cantor**”), as described in the Registration Statement and Prospectus Supplement, pursuant to the Sales Agreement dated January 6, 2011, as amended by Amendment No. 1 thereto dated as of September 20, 2012 (as amended, the “**Sales Agreement**”) between the Company and Cantor. The Sales Agreement, dated January 6, 2011, was previously filed as Exhibit 10.1.3 to our Current Report on Form 8-K filed with the Commission on January 6, 2011 and Amendment No. 1 to the Sales Agreement dated September 20, 2012 was filed with the Commission as Exhibit 10.1 to the Current Report on Form 8-K to which this opinion is attached as Exhibit 5.1.

In connection with this opinion, we have examined the Registration Statement and the Prospectus Supplement. In addition, we have reviewed such corporate records and documents and made such examination of law as we have deemed appropriate to give the opinions expressed below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on the representations and warranties set forth in the Sales Agreement and certificates of officers of the Company. In making our examination, we have assumed that all signatures on documents examined by us are genuine, the authenticity of all documents submitted to us as originals and the conformity with the original documents of all documents submitted to us as certified, conformed or photostatic copies.

We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that the issuance and sale of the Common Stock has been duly authorized and, upon the issuance and sale of the Common Stock in accordance with the Sales Agreement, and as described in the Registration Statement and the Prospectus Supplement, the Common Stock will be validly issued, fully paid and non-assessable.

The opinion expressed above is limited to the federal laws of the United States and to the Delaware General Corporation Law. We express no opinion as to the effect of the law of any other jurisdiction. Our opinion is rendered as of the date hereof, and we assume no obligation to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement and to the references to our firm under the caption “Legal Matters” in the Registration Statement and the Prospectus Supplement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Lowenstein Sandler PC

[Signature Page of Lowenstein Sandler 5.1 Opinion]

**CELLDEX THERAPEUTICS, INC.
CONTROLLED EQUITY OFFERINGSM**

**AMENDMENT NO. 1 TO
SALES AGREEMENT**

September 20, 2012

Cantor Fitzgerald & Co.
499 Park Avenue
New York, NY 10022

Ladies and Gentlemen:

Reference is made to the Sales Agreement, dated January 6, 2011, including the Schedules thereto (the "Sales Agreement"), between Cantor Fitzgerald & Co. ("CF&Co") and Celldex Therapeutics, Inc., a Delaware corporation (the "Company"), pursuant to which the Company agreed to sell through CF&Co, as sales agent, up to 5,000,000 shares of common stock, par value \$0.001 per share, of the Company. All capitalized terms used in this Amendment No. 1 to Sales Agreement between CF&Co and the Company (this "Amendment") and not otherwise defined herein shall have the respective meanings assigned to such terms in the Sales Agreement. CF&Co and the Company agree as follows:

A. Amendments to Sales Agreement. The Sales Agreement is amended as follows:

1. The first sentence of Section 1 of the Sales Agreement is hereby deleted and replaced with the following:

"The Company agrees that, from time to time after September 20, 2012 and during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, shares (the "Placement Shares") of common stock of the Company, par value \$0.001 per share (the "Common Stock") having an aggregate offering price of up to \$44,000,000 ("Maximum Amount")."

2. Section 12(e) of the Sales Agreement is hereby deleted.

3. Section 12(f) of the Sales Agreement is hereby renumbered as Section 12(e) and is amended by deleting the words "Sections 12(a), (b), (c), (d) or (e) above" and replacing them with "Sections 12(a), (b), (c) or (d) above."

4. Section 12(g) of the Sales Agreement is hereby renumbered as Section 12(f).

5. Section 13 is amended by deleting the words "DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020, Attention: Daniel I. Goldberg, Facsimile: (212) 884-8466" and replacing them with "Reed Smith LLP, 599 Lexington Avenue, New York, NY 10022, Attention: Daniel I. Goldberg, Facsimile: (212) 521-5450."

6. Schedule 1 is amended by adding the words "as amended on September 20, 2012" immediately after "January 6, 2011."

7. Schedule 2 is amended by deleting the words "up to 5.0%" and replacing them with "equal to 3.0%."

8. The first sentence of the Form of Representation Date Certificate attached as Exhibit 7(l) is amended to add "as amended on September 20, 2012" after "January 6, 2011."

B. Prospectus Supplement. The Company shall file a 424(b) Prospectus Supplement reflecting this Amendment within 2 business days of the date hereof.

C. No Other Amendments. Except as set forth in Part A above, all the terms and provisions of the Sales Agreement shall continue in full force and effect.

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

E. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws.

[Remainder of page intentionally left blank.]

If the foregoing correctly sets forth the understanding between us, please so indicate in the space provided below for that purpose.

Very truly yours,

CELLDEX THERAPEUTICS, INC.

By: /s/ Avery W. Catlin

Name: Avery W. Catlin

Title: Senior Vice President and Chief
Financial Officer

ACCEPTED as of the date first above written:

CANTOR FITZGERALD & CO.

By: /s/ Jeffrey Lumby

Name: Jeffrey Lumby

Title: Senior Managing Director

[SIGNATURE PAGE]

CELLDEX THERAPEUTICS, INC. – AMENDMENT NO. 1 TO SALES AGREEMENT
