
**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): March 18, 2022

Histogen Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-36003
(Commission
File Number)

20-3183915
(IRS Employer
Identification No.)

10655 Sorrento Valley Road, Suite 200,
San Diego CA
(Address of principal executive offices)

92121
(Zip Code)

(858) 526-3100
(Registrant's telephone number, including area code)

(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))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|----------------------------------|----------------------|---|
| Common Stock, \$0.0001 par value | HSTO | The Nasdaq Capital Market |

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On March 18, 2022, Histogen Inc. (the “Company”), entered into a letter agreement (the “Letter Agreement”) with Allergan Sales, LLC (“Allergan”). The Letter Agreement sets forth certain understandings and agreements between the Company and Allergan with respect to the Amended and Restated License Agreement, entered into as of December 16, 2013, as amended by the July 2017, October 2017, January 2019, and January 2020 Amendments (collectively the “License Agreement”).

Pursuant to the Letter Agreement, Allergan shall make a one-time payment equal to three million seven hundred fifty thousand dollars (\$3,750,000), less any applicable withholding taxes (the “Final Payment”) to the Company on or before March 31, 2022. In exchange, among other things, the Company agrees that the Final Payment represents a full and final satisfaction of all money due to the Company pursuant to the License Agreement.

The Letter Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K. The foregoing summary of the terms of the Amendment are subject to, and qualified in its entirety by, such document, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

| <u>Exhibit</u> <u>Number</u> | <u>Exhibits</u> |
|---------------------------------|--|
| 10.1 | Letter Agreement by and between Histogen, Inc. and Allergan Sales, LLC, dated March 18, 2022 |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

* * *

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.

Histogen Inc.

Date: March 22, 2022

By: /s/ Steven J. Mento, Ph.D.

Name: Steven J. Mento, Ph.D.

Title: Executive Chairman, Interim President and Chief Executive Officer

March 18, 2022

Histogen, Inc.
10655 Sorrento Valley Road, Ste 200
San Diego, CA 92121
Attn: President

Re: The Amended and Restated License Agreement entered into as of December 16, 2013, as amended by the July 2017, October 2017, January 2019, and January 2020 Amendments (collectively, the "License Agreement"), by and between Histogen, Inc. ("Histogen"), and Allergan Sales, LLC, ("Allergan")

To Whom It May Concern:

This letter sets forth certain understandings and agreements between Histogen and Allergan with respect to the License Agreement.

Subject to the execution of this letter by both Histogen and Allergan, Allergan shall make a one-time payment equal to three million seven hundred fifty thousand dollars (\$3,750,000) less any applicable withholding taxes (the "Final Payment") to Histogen on or before March 31, 2022.

Histogen agrees that the Final Payment represents a full and final satisfaction of all money due to Histogen pursuant to the License Agreement, and, except with respect to the Final Payment, Histogen hereby releases Allergan from any and all outstanding payment obligations under the License Agreement. In partial consideration for the Final Payment as set forth in this letter, Histogen agrees that Allergan shall have no further obligations to Histogen under the License Agreement with respect to Sections 4.4, 4.5, 7.1, and 7.2 thereof. Histogen further agrees that through its acceptance of the Final Payment, it waives all of its rights pursuant to Sections 5.3, 6.4, and 10.6.3 of the License Agreement. Allergan agrees that Histogen shall have no further obligations pursuant to Section 8 of the License Agreement Amendment dated January 17, 2020. Notwithstanding any of the foregoing, Histogen agrees that Allergan shall retain its license rights granted pursuant Sections 2.1.1 and 2.2 of the License Agreement.

Histogen represents and warrants that it is not aware of any breach of the License Agreement by Allergan or its Affiliates prior to the date of this letter and has no unasserted claims or causes of action related to damages, losses, costs, expenses, or controversies of any nature whatsoever, known or unknown, against Allergan or its Affiliates, including any misrepresentations or breaches of warranties under Section 11.3 of the License Agreement.

If you agree to the terms set forth in this letter, please countersign it below and return a copy to AbbVie. Nothing in this letter will be binding upon either of the Parties until it is signed by each of the Parties. Except as explicitly set forth herein, the License Agreement continues in full force and effect without amendment. Capitalized terms used in this letter but not defined herein have the meanings provided in the Agreement.

If you have any questions regarding this letter, please contact _____ at _____ or via email at _____.

**FOR AND ON BEHALF OF
ALLERGAN SALES LLC:**

/s/ Anna C. Maroney, Ph.D.
Name: Anna C. Maroney, Ph.D.
Date: 3/15/2022
Title: VP, Alliance Management

FOR AND ON BEHALF OF HISTOGEN, INC.:

/s/ Steven J. Mento, Ph.D.
Name: Steven J. Mento, Ph.D.
Date: March 18, 2022
Title: Executive Chairman and Interim CEO