

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-K

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

For the fiscal year ended December 31, 2016

or

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

For the Transition Period from _____ to _____

Commission File Number: 001-35005

ASSEMBLY BIOSCIENCES, INC.

(Exact name of registrant specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

2834
(Primary Standard Industrial
Classification Code Number)

20-8729264
(I.R.S. Employer
Identification No.)

11711 N. Meridian Street, Suite 310
Carmel, Indiana 46032
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(317) 210-9311**

Securities Registered Pursuant to Section 12(b) of the Exchange Act:

<u>Title of Each Class</u>	<u>Name of Exchange on which Registered</u>
Common Stock, \$0.001 Par Value	Nasdaq Capital Market

Securities Registered Pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

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 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a smaller reporting company. See 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

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

The aggregate market value of the voting stock held by non-affiliates of the registrant, as of June 30, 2016, was approximately \$87.8 million. Such aggregate market value was computed by reference to the closing price of the common stock as reported on the Nasdaq Capital Market on June 30, 2016. For purposes of making this calculation only, the registrant has defined affiliates as including only (i) directors, (ii) executive officers, and (iii) certain shareholders that hold greater than 10% of the voting stock of the registrant, in each case, as of June 30, 2016. Shares of common stock held by other persons, including certain other holders of more than 10% of the registrant's outstanding common stock, have not been excluded from the above calculation in that such persons are not deemed to be affiliates. The determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of February 24, 2017, there were 17,265,920 shares of the registrant's common stock, \$0.001 par value, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Part III of this Annual Report on Form 10-K incorporates information by reference to portions of the definitive proxy statement for the Company's Annual Meeting of Stockholders to be held in 2017, to be filed within 120 days of the registrant's fiscal year ended December 31, 2016.

ASSEMBLY BIOSCIENCES, INC.
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References to Assembly Biosciences, Inc.

Throughout this Annual Report on Form 10-K, the “Company,” “Assembly,” “we,” “us,” and “our,” except where the context requires otherwise, refer to Assembly Biosciences, Inc. and its consolidated subsidiaries, and “our board of directors” refers to the board of directors of Assembly Biosciences, Inc.

Forward Looking Information

This Annual Report on Form 10-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Such forward-looking statements involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this Annual Report on Form 10-K, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “plan,” “predict,” “project,” “target,” “potential,” “will,” “would,” “could,” “should,” “continue” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

The forward-looking statements in this Annual Report on Form 10-K include, among other things, statements about:

- the initiation, timing, progress and results of pre-clinical studies and clinical trials, and our research and development programs;
- the clinical and therapeutic potential of our product candidates;
- our unproven approach to therapeutic intervention;
- our plans to develop and commercialize our product candidates;
- the potential benefits of our existing collaborations and our ability to establish and maintain collaborations, including with Allergan Pharmaceuticals International Limited;
- our ability to obtain additional funding;
- the timing or likelihood of regulatory filings and approvals for our product candidates;
- the implementation of our business model, strategic plans for our business, product candidates and technology;
- our commercialization, marketing and manufacturing capabilities and strategy;
- the rate and degree of market acceptance and clinical utility of our products;
- our ability to retain and recruit key personnel;
- our ability to manage growth;
- our competitive position;
- our intellectual property position;
- developments and projections relating to our competitors and our industry; and
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this Annual Report on Form 10-K, particularly in the “Risk Factors” section, that could cause actual results or events to differ materially from the forward-looking statements that we make.

You should read this Annual Report on Form 10-K and the documents that we have filed as exhibits to this Annual Report on Form 10-K completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

PART I

Item 1. Business

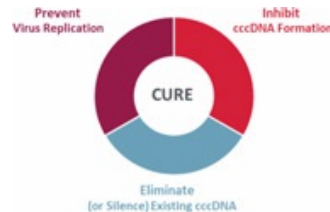
Overview

We are a clinical stage biotechnology company advancing two innovative platform programs: a new class of oral therapeutics for the treatment of hepatitis B virus (HBV) infection and novel class of oral synthetic live biotherapeutics, which are designed to restore health to a dysbiotic microbiome. The company's HBV-cure program is aimed at increasing the current low cure rate for patients with HBV and is pursuing multiple drug candidates that inhibit multiple steps of the HBV lifecycle. Assembly has discovered several novel core protein Allosteric Modulators (CpAMs), which are small molecules that directly target and allosterically modulate the HBV core (HBc) protein. The lead product candidate from this program, ABI-H0731 has completed a Phase 1a human clinical trial, with the Phase 1b/2a portion of the clinical trial expected to commence in the second quarter of 2017. The company's Microbiome program consists of a fully integrated platform that includes a disease targeted strain identification and selection process, methods for strain isolation and growth under current Good Manufacturing Practice, or cGMP, conditions, and a patent pending delivery system, that we call GEMICEL[®], which allows for targeted oral delivery of live biologic and conventional therapies to the lower gastrointestinal, or GI tract. The lead product candidate from this platform, ABI-M101, is in development for the treatment of *clostridium difficile* infections (CDI). Using its microbiome platform, the company is developing additional product candidates.

Business Strategy

Assembly is currently focused on enhancing the health and well-being of patients with hard-to-treat infectious diseases, such as chronic HBV and illnesses associated with a dysbiotic microbiome. This commitment drives our efforts to forge a new and differentiated path to treating these conditions, inspired by the needs of millions of affected patients. We are pursuing a portfolio of novel CpAMs with potential to substantially increase the cure rates of treated HBV patients and a novel class of oral synthetic live biotherapeutics designed to correct or repair a dysbiotic microbiome. Both of these conditions include substantial numbers of patients for whom current therapies may successfully suppress disease, but offer only low rates of cure. We intend to progress our HBV-cure and Microbiome programs using a variety of strategic arrangements, which may include collaborations, licenses, partnerships and other types of business arrangements. In January 2017, we entered into a Research, Development, Collaboration and License Agreement (the "Collaboration Agreement") with Allergan Pharmaceuticals International Limited ("Allergan") to develop and commercialize select microbiome gastrointestinal disease therapies. Pursuant to the terms of the Collaboration Agreement, in connection with the closing of the transaction on February 10, 2017, we received from Allergan an upfront payment of \$50 million. Additionally, we are eligible to receive up to approximately \$630 million in development milestone payments and up to approximately \$2.15 billion in commercial milestone payments contingent upon the successful development and commercialization of licensed compounds for up to six different indications. We are also eligible to receive tiered royalties at rates ranging from the mid-single digits to the mid-teens based on net sales.

HBV-Cure Program



The goal of our HBV-cure program is to substantially increase clinical cure rates for those chronically infected with HBV, a pathogen that infects approximately 240 million people worldwide and is associated with an estimated 680,000 deaths each year. Our HBV-cure research team is working on discovering and developing multiple CpAMs with the potential to inhibit the functional activities of the HBV core protein (HBc), at multiple points in the viral lifecycle.

HBc is involved in several steps of the HBV lifecycle and is essential for HBV's continued regeneration and prolonged survival. Modulation of HBc with Assembly's CpAMs has demonstrated preclinical proof of principle. In multiple cell-based models, CpAMs have been observed to selectively reduce viral load, which is the amount of infectious viral particles released from infected cells, and generation of closed circular covalent DNA (cccDNA), a special DNA moiety that resides in the cell nucleus of HBV-infected cells and is associated with viral persistence and chronic infection. The goal is to eradicate the infection with an orally-administered regimen. We believe that Assembly is well positioned to execute on this strategy, with a scientific team that has over 30 years of combined experience working on treatments for HBV.

Background

Hepatitis B virus (HBV) is a chronic infectious disease of the liver. It is a leading global cause of chronic liver disease and liver transplants. The World Health Organization estimates that nearly 240 million people worldwide, or approximately 6% of the world's population, are infected with HBV. An estimated 680,000 people die annually from HBV-related liver disease. The Centers for Disease Control and Prevention (CDC) has reported that an estimated two million people in the United States have been infected with HBV, and the World Health Organization has reported that approximately 90 million people in China have chronic HBV. HBV is a global epidemic infecting more people than hepatitis C virus and HIV infections combined. A relatively small proportion of HBV patients currently receive treatment. Further, less than 10% of treated patients exhibit sustained response off therapy and the clinical cure rate is estimated to be only 3 to 5%. Despite the low rate of treatment and clinical cure, the current worldwide market for HBV therapies is estimated to be \$3.2 billion. If new therapies can improve cure rates, we believe the market could grow substantially due to an increase in the number of HBV patients expected to seek the new therapies.

Current Treatments

Current therapeutic options for HBV include:

- **Direct Acting Antiviral medications (Nucelos(t)ide analogs).** Several antiviral medications - including lamivudine (Epivir[®]), adefovir (Hepsera[®]), telbivudine (Tyzeka[®]), tenofovir disoproxil fumarate and entecavir (Baraclude[®]) - effectively reduce circulating virus levels by inhibiting reverse transcription. Chronic therapy with these agents can result in reduced liver inflammation and fibrosis. Unfortunately, these are rarely curative, even after years of therapy, and viral replication resumes when therapy is stopped.
- **Pegylated Interferon alfa (PegIFN- α).** This synthetic version of a substance produced by the body to fight infection is used mainly for young people with hepatitis B who do not want to undergo long-term treatment or who might want to become pregnant within a few years. It is administered by injection. Cure rates are low and side effects may be severe, including flu-like symptoms and depression.

Our HBV Focus: Leveraging HBV Core Protein to Achieve a Clinical Cure using Core Protein Allosteric Modulators (CpAMs)

HBV is a DNA-virus that establishes a reservoir of cccDNA in the nucleus of infected cells that sustains infection in the liver. No current oral therapies target cccDNA activity directly, and thus molecules that can modulate cccDNA are highly sought in the HBV field. A key focus of our HBV-cure effort is targeting the HBc, a highly conserved viral structural protein that has no human homologue and is involved in numerous aspects of the HBV lifecycle, including the generation of the viral cccDNA. Assembly has discovered multiple novel series of CpAMs, which are small molecules that directly target and allosterically modulate HBc functions. Our HBV pipeline therefore offers the potential for both first in class and best in class opportunities for developing agents that target at least two of the three critical steps involved in the cccDNA viral lifecycle. We believe that our approach of targeting viral cccDNA generation through inhibition of HBc functions provides a promising foundation for substantially improving clinical cure rates for HBV.

A well accepted benchmark for therapeutic agents aiming to decrease cccDNA levels is the use of several key viral antigens as surrogate markers in primary human hepatocyte cells and patients. On this basis, our CpAMs have shown preclinical proof of principle. In a variety of cell culture models, CpAMs have demonstrated the ability to reduce production of viral HBV DNA levels and known surrogate markers for cccDNA - HBV E antigen (HBeAg) and HBV S antigen (HBsAg) and pre-genomic RNA (pgRNA). Sustained decreases in levels of HBsAg is considered a strong predictor of functional cure in patients and is a key marker for clinical development.

Our clinical strategy encompasses testing CpAMs as a monotherapy, as required by regulatory agencies, to demonstrate their antiviral activity. Thereafter, all subsequent clinical trials in patients are anticipated to be in combination with other classes of HBV therapies. We have completed nonclinical studies on our lead HBV product candidate, ABI-H0731, and initiated a combined Phase 1a/1b trial in November 2016. In February 2017, we completed the Phase 1a dose ranging portion of the trial, in which we assessed the safety, tolerability and pharmacokinetics of ABI-H0731 at trial sites in New Zealand in 48 healthy volunteers. In the clinical trial, single ascending doses between 100-1,000 mg per day were evaluated and both 800 mg once daily as well as 800 mg twice daily were evaluated in 7 day multiple dose cohorts. ABI-H0731 was reported to be well tolerated at all doses. No serious adverse events, no clinically significant adverse events, no withdrawals due to adverse events nor clinically significant changes in vital signs or ECG findings were observed. Treatment emergent laboratory abnormalities were transient, minor and/or deemed not clinically significant. Treatment related adverse events deemed by the clinical investigator to be possibly or probably related to the study drug included rash and headache, which were reported to be mild and transient and only observed at the highest doses. ABI-H0731 was observed to be well absorbed and associated with plasma concentrations that we believe will be sufficient to suppress viral replication and cccDNA generation. We believe that pharmacokinetic data from the Phase 1a portion of the trial exhibits dose-dependent increases in plasma exposure levels and a half-life supporting the potential for once daily dosing. We intend to report the results of the Phase 1a portion of the trial at a scientific conference later in 2017. We plan to amend the trial protocol in order to characterize the next portion of the trial as a Phase 1b/2a clinical trial, and initiate that portion of the trial at sites outside the United States in the second quarter of 2017. We expect that the Phase 1b/2a portion of the trial will assess the safety, tolerability and pharmacokinetics, as well as preliminary antiviral efficacy, of ABI-H0731 in patients with chronic HBV infection and will evaluate ABI-H0731 as monotherapy and in combination with other approved therapies during 28 days of dosing. We expect longer-term Phase 2 clinical trials to initiate in 2018, which will assess the impact of combination regimens with other classes of therapy on antiviral activity, surrogate markers of cccDNA and potential cure rates.

Our CpAM program provides opportunities to create a pipeline encompassing multiple generations of antiviral drugs. We plan to select an additional product candidate for development in the second half of 2017 and to advance additional CpAMs into clinical development in 2018. We also have research programs assessing other novel targets for HBV that are complementary to our programs focusing on core protein.

Our current intention is to focus our development and, if approved, commercialization efforts for our HBV program outside of the United States.

License Agreement and Intellectual Property

On September 3, 2013, we entered into an exclusive license agreement (the "IURTC License Agreement") with Indiana University Research and Technology Corporation ("IURTC") to acquire the rights to develop and commercialize products associated with multiple patent applications covering aspects of our HBV program held by IURTC. The licensed intellectual property includes platform patent applications covering aspects of HBc, our novel mechanisms of action, methods of treatment and the novel drug development assays our team is creating. As part of this agreement, we are obligated to make milestone payments based upon the successful accomplishment of clinical and regulatory milestones. The aggregate amount of all performance milestone payments under the IURTC License Agreement, should all performance milestones through development be met, is \$825,000. As of December 31, 2016, no performance milestone payments have been made. The Company anticipates that the first performance milestone payment will be made to IURTC in 2017. Under the IURTC License Agreement, we are also obligated to pay IURTC royalty payments based on net sales of the licensed technology ranging from 0.5% to 1.75%.

In addition, the IURTC License Agreement requires an annual diligence maintenance fee as follows:

2014	\$ 25,000
2015	\$ 50,000
2016 through the year in which first commercial sale occurs	\$ 75,000
Year following first commercial sale and all subsequent years	\$ 100,000

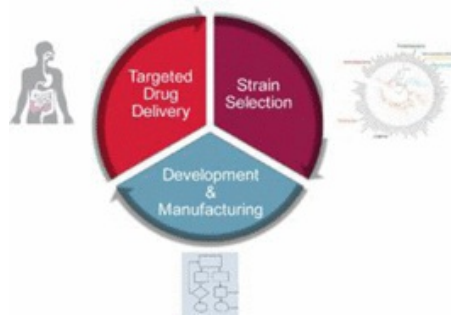
Milestone payments received by IURTC in 2017 will be fully creditable against the 2017 diligence maintenance fee.

Under the IURTC License Agreement, we also may grant sublicenses to third parties and receive revenues from these sublicenses, a portion of which will be paid to IURTC. Pursuant to this agreement, we must provide IURTC with a development plan, update this plan annually and achieve certain commercial goals. We have also agreed to indemnify IURTC against certain actions and claims in connection with the agreement or the use of any of the licensed patent rights.

The IURTC License Agreement may be terminated by us, with or without cause, upon 90 days advance written notice, by IURTC upon our material breach with 60 days advance written notice or by IURTC, in certain cases, upon our insolvency or bankruptcy immediately upon written notice.

We have one pending U.S. patent application, and related worldwide patent applications, and one pending PCT patent application, directed to ABI-H0731, all of which are co-owned with Indiana University and licensed to us. We also have a pending provisional application directed to formulations of ABI-H0731 which is owned by us. In addition, we have two pending PCT applications, co-owned with Indiana University, and four provisional patent applications, owned by us, directed to compounds related to ABI-H0731.

Microbiome Program Platform



Background

Our Microbiome program is based on the targeted delivery of novel microbiome-based therapies in a patent pending oral formulation, called Gemicel[®], which applies our novel coating and encapsulation technology allowing for targeted delivery of complex agents to select regions of the gastrointestinal, or GI, tract. Using this proprietary delivery platform, we aim to deliver selected combinations of monoculture strains of beneficial bacteria in novel “synthetic formats” to the GI tract. Our first indication is recurrent CDI, and we plan to leverage our microbiome program into multiple other areas of high relevance to gut microbiome disorders including other infectious disease and GI disorders, indications in oncology, diabetes, obesity, other metabolic disorders, and central nervous system, or CNS, disorders.

Our approach builds upon experience reported in the literature of successfully treating CDI and other disease indications with fecal material transplants, or FMT, and seeks to provide a potentially curative therapy using a “drug like” approach that delivers targeted and specific microbiome therapies in an oral capsule.

In recent years, there has been increasing scientific evidence suggesting the therapeutic potential of the human microbiome - the billions of microbes living in and on people - to impact health and disease. The first target indication for our microbiome program is CDI, the most common nosocomial, or hospital acquired, infection, which has become a significant medical problem in hospitals and long-term care facilities as it becomes increasingly resistant to common antibiotics. CDI is estimated to afflict more than 450,000 people each year in the United States alone. It is a serious illness resulting from infection of the inner lining of the colon by *C. difficile* bacteria, which produce toxins that cause inflammation, severe diarrhea and, in the most serious cases, death. Certain subpopulations, such as older patients, transplant patients, patients taking concomitant antibiotics and cancer patients, are at a higher risk of contracting CDI. Patients typically develop CDI from the use of broad-spectrum antibiotics that disrupt normal gastrointestinal (gut) flora, thus allowing *C. difficile* bacteria to flourish unchecked and produce toxins. Infection is common because *C. difficile* is a spore-forming bacterium. Spores released into the hospital environment by patients with active disease can survive for months on dry surfaces in hospital rooms such as beds and doors. It also spreads when spores from other patients are transmitted on the hands and clothing of healthcare workers.

Current Treatments for CDI

Current therapeutic options for CDI include fidaxomicin, oral vancomycin and the off-label use of metronidazole. However, approximately 20% of patients initially treated with these drugs either fail to respond or do not achieve a sustained response. About 50% of initially non-responsive patients fail to achieve a sustained response from second and third line treatment. Because of the difficulties in achieving a sustained response to treatment, we estimate that, in the U.S. alone, there are more than 400,000 treatments per year for CDI.

Microbiome Therapies May Represent an Effective New Treatment Option for CDI

There has been considerable experience reported in the literature of successfully treating CDI with FMT from healthy individuals. FMT is believed to act by restoring a healthy balance of microbes in the gut. Despite its clinical efficacy, broad acceptance of FMT has been problematic, in part, because of the possibility of unknown and potentially damaging constituents in human derived materials. Other options to provide the benefits of FMT in a product form, rather than through FMT procedures, have been sought. Preliminary CDI studies using selected bacterial strains or bacterial spores from processed FMT have been promising. These reports have demonstrated a significant and growing precedent of successful cures in patients who had failed all prior treatment, and provide a path to potentially curative therapy using a targeted and specific microbiome therapy-one that can achieve the therapeutic benefits of FMT but in a form that is more predictable, safe and drug-like.

Proof-of-concept for this approach was demonstrated using a preparation of fecal material from normal donors that contained only bacterial spores. In a U.S. Phase 1b study, a single oral dose of spores administered in multiple capsules produced a 90% sustained response in 30 CDI patients who had experienced three or more laboratory confirmed CDI episodes in the previous 12 months. In another small study, a selection of 32 specific viral strains achieved a sustained response in two elderly patients with chronic refractory CDI.

The concept has also been validated in animal studies. Recent publications have demonstrated that administering a few strains of bacteria may be sufficient to have a curative effect in mouse models of CDI, and one study suggested that a single strain can be effective. In addition, testable mechanisms of how commensal bacteria may inhibit the growth and persistence of *C. difficile* have been reported or postulated.

Our CDI program is based on the premise that an oral capsule containing a mix of specific spore and non-spore forming vegetative bacteria grown in monoculture and manufactured under pharmaceutical-like GMP conditions (in effect a 'synthetic' live biologic product), has the potential to provide the therapeutic benefits of FMT therapy in a form that is economically viable and scalable for use in first line, as well as in second and third line treatment. In contrast, the commercial and clinical provision of whole or processed feces would require the provision of, or the purification and/or extraction from, human donor material, and as such is unlikely to be considered feasible except for a relatively small number of refractory CDI patients who have failed antibiotic treatment at least three times or who have had two or more episodes of severe CDI.

However, the development of a 'synthetic' live biologic product for the treatment of CDI, while promising, presents several basic challenges. These challenges include, but are not limited to the selection of effective bacterial strains, effective and reliable oral delivery, and efficient scale up and manufacture of the selected strains.

We have taken various actions and invested in processes to address these challenges. We believe that our ongoing bacterial discovery program enhances the probability that we will identify strains with the potential to be effective in humans. This program involves collaboration with leading academic medical centers with relevant expertise, and includes proprietary methods of identifying commensal bacteria associated with clinical benefit in CDI patients receiving FMT. The approach includes bioinformatic assessment of relevant data from resolved patients, and the isolation, culture, and screening of promising strains.

To address the challenge of delivery, we in-licensed a delivery technology we call Gemichel[®]. Gemichel[®] is a novel coating and encapsulation technology that allows controlled delivery of an oral formulation specifically designated to achieve targeted pulsed release to selected portions of the GI tract by leveraging differences in their pH environments.

We have observed that our licensed coating technology, which can be applied at body temperature ranges under aerobic or anaerobic conditions, is not associated with any loss of a wide range of viable microorganisms. We have also observed *in vitro* that, under conditions commonly accepted as representing conditions in each section of the GI tract lumen, the formulation can deliver its contents to the targeted sites. In a clinical scintigraphy study of Gemichel in healthy volunteers conducted in 2015, which was sponsored by us, it was observed that Gemichel can release a bolus of therapeutic payload at specific locations in the lower GI tract, including the ileum and ascending colon, two locations especially relevant for the treatment of *C. difficile* pathogens. The data were generated in three clinical cohorts that used radioisotope-based scintigraphy to precisely image the drug delivery properties of Gemichel.

The Assembly team has considerable experience in industrial scale production of bacteria under pharmaceutical GMP requirements, and there are several commercial scale vendors we have identified to facilitate this activity. However certain bacteria can be very difficult to freeze-dry (lyophilize) for encapsulation, and some can be very difficult to grow at a large scale. We believe that it is feasible to mitigate clinical, regulatory and manufacturing risk by carefully selecting strains for clinical development that have shown preliminary signs of efficacy in our nonclinical assessments, that do not carry antibiotic resistance or virulence genes, and that can be lyophilized and grown at scale under standard anaerobic and/or aerobic conditions as required.

We plan to complete our IND enabling studies of ABI-M101, our lead microbiome product candidate, in 2017 and initiate a Phase 1b clinical trial in the second half of 2017 in CDI patients who have relapsed after two or three standard antibiotic regimens. We will explore various regimens for further clinical development in these initial studies.

We are actively applying our microbiome-based therapeutic platform to select new drug candidates targeting GI disorders, namely inflammatory bowel diseases and irritable bowel syndrome, in partnership with Allergan. We intend to further leverage our discovery program and formulation technology to pursue other microbiome-related indications such as metabolic diseases, oncology, CNS and liver disease, as new data becomes available clarifying the relationship of the gut microbiome to these conditions.

Collaboration Agreement, License Agreement and Intellectual Property

Allergan

On January 6, 2017, we entered into the Collaboration Agreement with Allergan to develop and commercialize select microbiome gastrointestinal programs. Pursuant to the Collaboration Agreement, we granted Allergan an exclusive worldwide license for rights to preclinical compounds ABI-M201 and ABI-M301, targeting ulcerative colitis (UC) and Crohn's disease (CD), respectively, as well as two additional compounds to be identified by us for irritable bowel syndromes (IBS).

Under the Collaboration Agreement, we and Allergan will collaborate on research and development activities with respect to the licensed compounds in accordance with a mutually agreed upon research and development plan.

Pursuant to the terms of the Collaboration Agreement, in connection with the closing of the transaction on February 10, 2017, we received from Allergan an upfront payment of \$50 million. Additionally, we are eligible to receive up to approximately \$630 million in development milestone payments and up to approximately \$2.15 billion in commercial milestone payments contingent upon the successful development and commercialization of licensed compounds for up to six different indications. We are also eligible to receive tiered royalties at rates ranging from the mid-single digits to the mid-teens based on net sales. We and Allergan have agreed to share development costs up to an aggregate of \$75 million through proof-of-concept ("POC") studies on a 1/3, 2/3 basis, respectively, and Allergan has agreed to assume all post-POC development costs. In the event any pre-POC development costs exceed \$75 million in the aggregate, we may elect either (a) to fund 1/3 of such costs in excess of \$75 million or (b) to allow Allergan to deduct from future development milestone payments 1/3 of the development costs funded by Allergan in excess of \$75 million plus a premium of 25%. We have an option to co-promote the licensed programs in the United States and China, subject to certain conditions set forth in the Collaboration Agreement.

Allergan may terminate the Collaboration Agreement for convenience at any time upon either 90 days' (prior to the initiation of the first POC trial of a licensed product) or 120 days' (after the initiation of the first POC trial of a licensed product), as applicable, advance written notice to us. The Collaboration Agreement also contains customary provisions for termination by either party, including in the event of breach of the Collaboration Agreement, subject to cure.

Therabiome

On November 8, 2013, we entered into a License and Collaboration Agreement with Therabiome, LLC, for all intellectual property and know-how owned or controlled by Therabiome relating to the oral delivery of pharmaceutical drugs to specific sites in the intestine, using a pH sensitive release platform technology. Under the agreement, Therabiome granted us the exclusive worldwide license, with rights to sublicense, to develop the intellectual property for commercialization (a) in the use of bacteria, viruses, proteins, and small molecules by oral delivery using the licensed intellectual property in (i) gastrointestinal dysbiosis, including but not limited to *C. difficile* associated diseases, irritable bowel syndrome-constipation, irritable bowel syndrome-diarrhea, inflammatory bowel disease, metabolic syndrome, type 2 diabetes, obesity and hypertension, (ii) auto-immune disorders and autism, including but not limited to as controlled by bacteria or virus, and (iii) orally delivered vaccines, including viral and bacterial, and (b) any oral delivery of small molecules using the licensed intellectual property. We will be solely responsible for all research and development activities with respect to any product we develop under the license.

For the license, we paid Therabiome an upfront non-refundable license fee of \$300,000. In September 2014, we paid Therabiome \$100,000 upon the occurrence of the first proof of principle for a bacteria strain. We will be required to pay an additional \$100,000 upon the occurrence of the proof of principle for a virus. We must pay Therabiome clinical and regulatory milestones for each product or therapy advanced from the platform, for U.S. regulatory milestones, depending on whether the milestone occurs before the filing of the first new drug application, or NDA, for a product or after the first, second or third NDA filings, as follows:

Regulatory and Clinical Milestones

Upon the filing of an IND with the FDA:	\$100,000 - \$130,000
First dose first patient - Phase I Clinical Trial	\$250,000 - \$325,000
First dose first patient - Phase II Clinical Trial	\$500,000 - \$650,000
First dose first patient - Phase III Clinical Trial	\$750,000 - \$975,000
Upon filing of an NDA or BLA with the FDA	\$1,000,000 - \$1,300,000
Upon marketing approval by the FDA	\$3,000,000
Upon approval of a supplemental NDA (sNDA) for a new Indication, in the U.S	\$1,000,000

We also must pay Therabiome lesser amounts for foreign regulatory milestones, which vary by country and region, and which depend on whether the milestone occurs before the filing of the first NDA filing or after the first, second or third NDA filings. These payments will be: one-third of the U.S. milestones paid upon a foreign equivalent of an investigational new drug application, or IND and marketing approval for each product in the European Union or Japan; 10% of the U.S. milestones paid upon a foreign equivalent of an IND and marketing approval for each product in China; 10% of the U.S. milestone paid upon marketing approval for each product in India and Brazil; and 1% of the U.S. milestone paid upon marketing approval for each product in all other countries. We also must pay Therabiome royalties on annual net product sales in the low to mid-single digit percentages plus, once annual net sales exceed two specified thresholds, a one-time cash payment upon reaching each threshold. Pursuant to this agreement, we and Therabiome have agreed to indemnify one another against certain claims in connection with the agreement.

This agreement may be terminated by us, with or without cause, upon 90 days prior written notice, by either party upon the other party's material breach with 180 days prior written notice or by either party upon the other party's challenge of the validity or enforceability or any issued patent within the licensed intellectual property with 90 days prior written notice. Additionally, either party may terminate the agreement upon an event of bankruptcy with respect to the other party.

In addition to the pending U.S. application and related foreign pending patent applications directed to the delivery mechanism licensed to us from Therabiome, we own two pending provisional patent applications related to our ABI-M101 product candidate. We also own the Gemicel® trademark covering the delivery mechanism we have licensed from Therabiome.

Government Regulation

Government authorities in the U.S., at the federal, state and local level, and in other countries extensively regulate, among other things, the research, development, testing, manufacture, including any manufacturing changes, packaging, storage, recordkeeping, labeling, advertising, promotion, distribution, marketing, post-approval monitoring and reporting, import and export of pharmaceutical and biological products, such as those we are developing.

U.S. drug approval process

In the U.S, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act, or FDCA, and implementing regulations, and biological products under both the FDCA and the Public Health Service Act, or PHSA, and implementing regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations requires the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant to a variety of administrative or judicial sanctions, such as the FDA's refusal to approve pending applications, withdrawal of an approval, imposition of a clinical hold, issuance of warning letters and untitled letters, product recalls, product seizures, total or partial suspension of production or distribution injunctions, fines, refusals of government contracts, restitution, disgorgement of profits or civil or criminal penalties.

The process required by the FDA before a drug or biological product may be marketed in the U.S. generally involves the following:

- completion of nonclinical laboratory tests, animal studies and formulation studies in compliance with the FDA's good laboratory practice, or GLP, regulations;
- submission to the FDA of an investigational new drug application, or IND, which must become effective before human clinical trials may begin;
- approval by an independent institutional review board, or IRB, at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with good clinical practices, or GCP, to establish the safety and efficacy of the proposed drug or biological product for each indication;
- submission to the FDA of a new drug application, or NDA, or a biologics license application, or BLA;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the product is produced to assess compliance with current good manufacturing practices, or cGMP, requirements and to assure that the facilities, methods and controls are adequate to preserve the product's identity, strength, quality and purity; and
- FDA review and approval of the NDA or BLA.

Nonclinical Studies and IND

Nonclinical studies include laboratory evaluation of product chemistry and formulation, as well as *in vitro* and animal studies to assess the potential for adverse events and in some cases to establish a rationale for therapeutic use. The conduct of nonclinical studies is subject to federal regulations and requirements, including GLP regulations for safety/toxicology studies. An IND sponsor must submit the results of the nonclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and plans for clinical studies, among other things, to the FDA as part of an Investigational New Drug application (IND). Some long-term nonclinical testing, such as animal tests of reproductive adverse events and carcinogenicity, may continue after the IND is submitted. For some products, FDA may waive the need for certain nonclinical tests. An IND automatically becomes effective 30 days after receipt by the FDA, unless before that time the FDA raises concerns or questions related to one or more proposed clinical trials and places the trial on clinical hold. If an IND or clinical study is placed on clinical hold, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. As a result, submission of an IND may not result in the FDA allowing clinical trials to commence.

Clinical trials

Clinical trials involve the administration of the investigational new drug or biological product to human subjects under the supervision of qualified investigators in accordance with GCP requirements, which include, among other things, the requirement that all research subjects provide their informed consent in writing before their participation in any clinical trial. Clinical trials are conducted under written study protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety, and the effectiveness criteria to be evaluated. A protocol for each clinical trial and any subsequent protocol amendments must be submitted to the FDA as part of the IND. In addition, an IRB at each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution, and the IRB must conduct continuing review. The IRB must review and approve, among other things, the study protocol and informed consent information to be provided to study subjects. An IRB must operate in compliance with FDA regulations. Information about certain clinical trials must be submitted within specific timeframes to the National Institutes of Health for public dissemination at www.clinicaltrials.gov.

Human clinical trials are typically conducted in three sequential phases, which may overlap or be combined:

- *Phase 1:* The drug or biological product is initially introduced into healthy human subjects or patients with the target disease or condition and tested for safety, dosage tolerance, absorption, metabolism, distribution, excretion and, if possible, to gain an early indication of its effectiveness.
- *Phase 2:* The drug or biological product is administered to a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- *Phase 3:* The drug or biological product is administered to an expanded patient population in adequate and well-controlled clinical trials to generate sufficient data to statistically confirm the efficacy and safety of the product for approval, to establish the overall risk-benefit profile of the product and to provide adequate information for the labeling of the product.

Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA. Additionally, IND safety reports must be submitted for serious and unexpected suspected adverse reactions, findings from animal or *in vitro* testing or other studies that suggest a significant risk to humans, and any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, or at all. Furthermore, the FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the drug or biological product has been associated with unexpected serious harm to patients.

Marketing approval

Assuming successful completion of the required clinical testing, the results of the nonclinical studies and clinical trials, together with detailed information relating to the product's chemistry, manufacture, controls and proposed labeling, among other things, are submitted to the FDA as part of an NDA or BLA requesting approval to market the product for one or more indications. Under federal law, the submission of most NDAs and BLAs is additionally subject to a substantial application user fee, currently approximately \$2 million and the sponsor of an approved NDA or BLA is also subject to annual product and establishment user fees, currently set at \$97,750 per product and \$512,200 per establishment for fiscal year 2017. These fees are typically adjusted annually.

The FDA conducts a preliminary review of all NDAs and BLAs within the first 60 days after submission before accepting them for filing to determine whether they are sufficiently complete to permit substantive review. The FDA may request additional information rather than accept an NDA or BLA for filing. In this event, the application must be resubmitted with the additional information. The resubmitted application is also subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review. The FDA has agreed to specified performance goals in the review of NDAs and BLAs. Under these goals, the FDA has committed to review most original applications for non-priority products within 10 months, and most original applications for priority review products, that is, drugs and biological products that the FDA determines represent a significant improvement over existing therapy, within six months. For NDAs for novel products and all BLAs, the 10 and 6-month time periods runs from the filing date; for all other original applications, the 10 and 6-month time periods run from the submission date. The review process may be extended by the FDA for three additional months to consider certain information or clarification regarding information already provided in the submission. Despite these review goals, it is not uncommon for FDA review of an NDA or BLA to extend beyond the goal date. The FDA may also refer applications for novel drugs or products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA or BLA, the FDA typically will inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. In addition, before approving an NDA or BLA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP and integrity of the clinical data submitted.

The testing and approval process requires substantial time, effort and financial resources, and some trials may take many years to complete. Data obtained from clinical activities are not always conclusive and may be susceptible to varying interpretations, which could delay, limit or prevent regulatory approval. The FDA may not grant approval on a timely basis, or at all. We may encounter difficulties or unanticipated costs in our efforts to develop our product candidates and secure necessary governmental approvals, which could delay or preclude us from marketing our products.

After the FDA's evaluation of the NDA or BLA and inspection of the manufacturing facilities, the FDA may issue an approval letter or a complete response letter. An approval letter authorizes commercial marketing of the drug or biological product with specific prescribing information for specific indications. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing or information in order for the FDA to reconsider the application. If and when those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA or BLA, the FDA will issue an approval letter. The FDA has committed to reviewing such resubmissions in two or six months depending on the type of information included. Even with submission of this additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval and refuse to approve the NDA or BLA. Even if the FDA approves a product, it may limit the approved indications for use for the product, require that contraindications, warnings or precautions be included in the product labeling, require that post-approval studies, including Phase 4 clinical trials, be conducted to further assess a drug's safety after approval, require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution and use restrictions or other risk management mechanisms, including Risk Evaluation and Mitigation Strategies, or REMs, which can materially affect the potential market and profitability of the product or impose new labeling, testing or distribution and use requirements. The FDA may prevent or limit further marketing of a product based on the results of post-market studies or surveillance programs. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further testing requirements and FDA review and approval.

Fast track designation

The FDA is required to facilitate and expedite the development and review of drugs and biological products that are intended for the treatment of a serious or life-threatening disease or condition for which there is no effective treatment and which demonstrate the potential to address unmet medical needs for the disease or condition. Under the fast track program, the sponsor of a new product candidate may request the FDA to designate the product for a specific indication as a fast track product concurrent with or after the filing of the IND for the product candidate. The FDA must determine if the product candidate qualifies for fast track designation within 60 calendar days after receipt of the sponsor's request.

In addition to other benefits, such as the ability to use surrogate endpoints and have greater interactions with the FDA, the FDA may initiate review of sections of a fast track product's NDA or BLA before the application is complete. This rolling review is available if the applicant provides and the FDA approves a schedule for the submission of the remaining information and the applicant pays applicable user fees. However, the FDA's time period goal for reviewing a fast track application does not begin until the last section of the NDA or BLA is submitted. In addition, the fast track designation may be withdrawn by the FDA if the FDA believes that the designation is no longer supported by data emerging in the clinical trial process.

Priority review

Under FDA policies, a product candidate may be eligible for priority review, a review generally within a six-month time frame from the time a complete application is received or filed. Products generally are eligible for priority review if they are intended for treatment of a serious or life-threatening disease or condition and provide a significant improvement in safety or effectiveness compared to marketed products in the treatment, diagnosis or prevention of a serious disease or condition. A fast track designated product candidate would ordinarily meet the FDA's criteria for priority review.

Accelerated approval

Under the FDA's accelerated approval regulations, the FDA may approve a drug or biological product for a serious or life-threatening illness that provides meaningful therapeutic benefit to patients over existing treatments based upon a surrogate endpoint that is reasonably likely to predict clinical benefit or on a clinical endpoint that can be measured earlier than irreversible morbidity or mortality (IMM). In clinical trials, a surrogate endpoint is a measurement of laboratory or clinical signs of a disease or condition that substitutes for a direct measurement of how a patient feels, functions or survives. Surrogate endpoints can often be measured more easily or more rapidly than clinical endpoints. A product candidate approved on this basis is subject to rigorous post-marketing compliance requirements, including the completion of Phase 4 or post-approval clinical trials to confirm the effect on the clinical endpoint. Failure to conduct required post-approval studies, or confirm a clinical benefit during post-marketing studies, would allow the FDA to withdraw the drug from the market on an expedited basis. All promotional materials for drug candidates approved under accelerated regulations are subject to prior review by the FDA.

Breakthrough therapy designation

Under the provisions of the new Food and Drug Administration Safety and Innovation Act, or FDASIA, enacted in 2012, a sponsor can request designation of a product candidate as a "breakthrough therapy." A breakthrough therapy is defined as a drug or biological product that is intended, alone or in combination with one or more other drugs, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the drug or biological product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. Drugs and biological products designated as breakthrough therapies also may be eligible for priority review. The FDA must take certain actions, such as holding timely meetings and providing advice, intended to expedite the development and review of an application for approval of a breakthrough therapy. Even if a product qualifies for one or more of these programs, the FDA may later decide that the product no longer meets the conditions for qualification or decide that the time period for FDA review or approval will not be shortened.

Qualified Infectious Disease Products

Under the provisions of FDASIA, a sponsor can request designation of a product candidate as a qualified infectious disease product (QIDP). A QIDP is an antibacterial or antifungal drug for human use intended to treat serious or life threatening infections, including those caused by (1) an antibacterial or antifungal resistant pathogen, including novel or emerging infectious pathogens; or (2) qualifying pathogens listed by the FDA. Examples include (A) resistant gram positive pathogens, including methicillin-resistant *Staphylococcus aureus*, vancomycin resistant *Staphylococcus aureus*, and vancomycin-resistant enterococcus; (B) multi-drug resistant gram negative bacteria, including *Acinetobacter*, *Klebsiella*, *Pseudomonas*, and *E. coli* species; (C) multi-drug resistant tuberculosis; and (D) *Clostridium difficile*. A drug that receives QIDP designation is eligible under the statute for fast track designation and priority review and an additional 5 years of market exclusivity added to certain existing exclusivity periods. The FDA must determine if the product candidate qualifies as a QIDP within 60 calendar days after receipt of the sponsor's request.

Orphan drugs

Under the Orphan Drug Act, the FDA may grant orphan drug designation to drugs or biological products intended to treat a rare disease or condition, which is generally defined as a disease or condition that affects fewer than 200,000 individuals in the U.S. Orphan drug designation must be requested before submitting an NDA or BLA. After the FDA grants orphan drug designation, the identity of the product and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not shorten the duration of the regulatory review and approval process. The first NDA or BLA applicant to receive FDA approval for a particular active moiety to treat a particular disease with FDA orphan drug designation is entitled to a seven-year exclusive marketing period in the U.S. for that product and indication. During the seven-year exclusivity period, the FDA may not approve any other applications to market the same drug or biological product for the same orphan indication, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity. A drug or biological product will be considered clinically superior if it is shown to be safer, more effective or makes a major contribution to patient care. Orphan drug exclusivity does not prevent the FDA from approving a different drug or biological product for the same orphan disease or condition, or the same drug or biological product for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the NDA/BLA application user fee.

Pediatric information

Under the Pediatric Research Equity Act of 2003, as amended, an NDA, BLA or supplement to an NDA or BLA for drug or biological products with certain novel features (e.g. new active ingredient new indication) must contain data that are adequate to assess the safety and effectiveness of the drug or biological product for the claimed indications in all relevant pediatric subpopulations, and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of some or all pediatric data until after approval of the product for use in adults, or full or partial waivers from the pediatric data requirements. A sponsor of a new drug or biological product subject to the above pediatric testing requirements also is required to submit to the FDA a pediatric study plan generally 60 days after an end-of-Phase 2 meeting with the agency. Unless otherwise required by regulation, the pediatric data requirements do not apply to products with orphan drug designation.

Combination products

The FDA regulates combinations of products that cross FDA centers, such as drug, biologic or medical device components that are physically, chemically or otherwise combined into a single entity, as a combination product. The FDA center with primary jurisdiction for the combination product will take the lead in the premarket review of the product, with the other center consulting or collaborating with the lead center.

The FDA's Office of Combination Products, or OCP, determines which center will have primary jurisdiction for the combination product based on the combination product's "primary mode of action." A mode of action is the means by which a product achieves an intended therapeutic effect or action. The primary mode of action is the mode of action that provides the most important therapeutic action of the combination product, or the mode of action expected to make the greatest contribution to the overall intended therapeutic effects of the combination product.

Often it is difficult for the OCP to determine with reasonable certainty the most important therapeutic action of the combination product. In those difficult cases, the OCP will consider consistency with other combination products raising similar types of safety and effectiveness questions, or which center has the most expertise to evaluate the most significant safety and effectiveness questions raised by the combination product.

A sponsor may use a voluntary formal process, known as a Request for Designation, when the product classification is unclear or in dispute, to obtain a binding decision as to which center will regulate the combination product. If the sponsor objects to that decision, it may request that the agency reconsider that decision.

Other regulatory requirements

Any drug or biological product manufactured or distributed by us pursuant to FDA approvals will be subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to recordkeeping, periodic reporting, product sampling and distribution, advertising and promotion and reporting of adverse experiences with the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims, are subject to prior FDA review and approval.

The FDA may impose a number of post-approval requirements, including REMs, as a condition of approval of an NDA or BLA. For example, the FDA may require post-marketing testing, including Phase 4 clinical trials, and surveillance to further assess and monitor the product's safety and effectiveness after commercialization.

In addition, drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and state agencies, and are subject to periodic unannounced inspections by the FDA and these state agencies for compliance with cGMP requirements. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting and documentation requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money and effort in the areas of production and quality control to maintain cGMP compliance.

Once an approval is granted, the FDA may withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information, imposition of post-market studies or clinical trials to assess new safety risks or imposition of distribution or other restrictions under a REM program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of product approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- consent decrees, injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising and promotion of products that are placed on the market. Drugs and biological products generally may be promoted only for the approved indications and in accordance with the provisions of the approved labeling. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off label uses, and a company that is found to have improperly promoted off label uses may be subject to significant liability.

Additional provisions

In addition to FDA restrictions on marketing of pharmaceutical products, several other types of state and federal laws have been applied to restrict certain marketing practices in the pharmaceutical industry in recent years. These laws include anti-kickback statutes and false claims statutes. The federal anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid or other federally financed healthcare programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers on the other. Violations of the anti-kickback statute are punishable by imprisonment, criminal fines, civil monetary penalties and exclusion from participation in federal healthcare programs. Although there are a number of statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution or other regulatory sanctions, the exemptions and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exemption or safe harbor.

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to have a false claim paid. Recently, several pharmaceutical and other healthcare companies have been prosecuted under these laws for allegedly inflating drug prices they report to pricing services, which in turn were used by the government to set Medicare and Medicaid reimbursement rates, and for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. In addition, certain marketing practices, including off-label promotion, may also violate false claims laws. The majority of states also have statutes or regulations similar to the federal anti-kickback law and false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor.

Physician Drug Samples

As part of the sales and marketing process, pharmaceutical companies frequently provide samples of approved drugs to physicians. The Prescription Drug Marketing Act, or the PDMA, imposes requirements and limitations upon the provision of drug samples to physicians, as well as prohibits states from licensing distributors of prescription drugs unless the state licensing program meets certain federal guidelines that include minimum standards for storage, handling and record keeping. In addition, the PDMA sets forth civil and criminal penalties for violations.

Foreign Regulation

In order to market any product outside of the U.S., we would need to comply with numerous and varying regulatory requirements of other countries regarding safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we would need to obtain the necessary approvals by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries might differ from and be longer than that required to obtain FDA approval. Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country may negatively impact the regulatory process in others.

New Legislation and Regulations

From time to time, legislation is drafted, introduced and passed in Congress that could significantly change the statutory provisions governing the testing, approval, manufacturing and marketing of products regulated by the FDA. In addition to new legislation, FDA regulations and policies are often revised or interpreted by the agency in ways that may significantly affect our business and our products. It is impossible to predict whether further legislative changes will be enacted or whether FDA regulations, guidance, policies or interpretations changed or what the effect of such changes, if any, may be.

Pharmaceutical Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any drug products for which we may obtain regulatory approval. Sales of any of our product candidates, if approved, will depend, in part, on the extent to which the costs of the products will be covered by third-party payors, including government health programs such as Medicare and Medicaid, commercial health insurers and managed care organizations. The process for determining whether a payor will provide coverage for a drug product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the drug product once coverage is approved. Third-party payors may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the approved drugs for a particular indication.

In order to secure coverage and reimbursement for any product that might be approved for sale, we may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of the product, in addition to the trials required to obtain FDA or other comparable regulatory approvals. Our product candidates may not be considered medically necessary or cost-effective. A payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Third-party reimbursement may not be sufficient to enable us to maintain price levels high enough to realize an appropriate return on our investment in product development.

The containment of healthcare costs has become a priority of federal, state and foreign governments, and the prices of drugs have been a focus in this effort. Third-party payors are increasingly challenging the prices charged for medical products and services and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. If these third-party payors do not consider our products to be cost-effective compared to other available therapies, they may not cover our products after approval as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow us to sell our products at a profit. The U.S. government, state legislatures and foreign governments have shown significant interest in implementing cost containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. Adoption of such controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals such as the drug candidates that we are developing and could adversely affect our net revenue and results.

Pricing and reimbursement schemes vary widely from country to country. Some countries provide that drug products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular product candidate to currently available therapies. For example, the European Union provides options for its member states to restrict the range of drug products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. European Union member states may approve a specific price for a drug product or may instead adopt a system of direct or indirect controls on the profitability of us placing the drug product on the market. Other member states allow companies to fix their own prices for drug products, but monitor and control company profits. The downward pressure on health care costs in general, particularly prescription drugs, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert competitive pressure that may reduce pricing within a country. There can be no assurance that any country that has price controls or reimbursement limitations for drug products will allow favorable reimbursement and pricing arrangements for any of our products.

The marketability of any products for which we may receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. In addition, an increasing emphasis on managed care in the U.S. has increased and we expect will continue to increase the pressure on drug pricing. Coverage policies, third-party reimbursement rates and drug pricing regulation may change at any time. In particular, the Patient Protection and Affordable Care Act was enacted in the U.S. in March 2010 and contains provisions that may reduce the profitability of drug products, including, for example, increased rebates for drugs sold to Medicaid programs, extension of Medicaid rebates to Medicaid managed care plans, mandatory discounts for certain Medicare Part D beneficiaries and annual fees based on pharmaceutical companies' share of sales to federal health care programs. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

Competition

The pharmaceutical and biotechnology industry is very competitive and the development and commercialization of new drugs and biologics is influenced by rapid technological developments and innovation. We face competition from several companies developing and commercializing products that will be competitive with our drug candidates, including large pharmaceutical and smaller biotechnology companies. Additionally, new entrants may potentially enter the market. For our HBV cure program, potential competitors include Johnson & Johnson, Roche, Bristol Myers Squibb Co., GlaxoSmithKline PLC, Gilead Sciences Inc., and Arbutus Biopharma Corp., among others. Additionally, we may face competition from currently available treatments for HBV. For CDI, our microbiome program's first indication, our competitors include Seres Therapeutics, Inc. and Merck & Co., Inc. For our microbiome program more generally, our competitors include Johnson & Johnson, Novartis International AG, Abbvie Inc., Takeda, Merck & Co., Bristol Myers Squibb Co., and Pfizer Inc. Some of the competitive development programs from these companies may be based on scientific approaches that are similar to our approach, and others may be based on entirely different approaches. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection and establish collaborative arrangements for research, development, manufacturing and commercialization of products similar to ours or that otherwise target indications that we are pursuing.

Manufacturing

We do not currently own or operate any manufacturing facilities. We currently rely on third parties for the manufacture of our product candidates for non-clinical and clinical testing. We currently have no plans to establish any manufacturing facilities for products for our HBV-Cure program. As we advance our Microbiome programs through clinical development and potential commercialization, however, we expect to establish our own manufacturing capabilities for drug substance and drug product for our Microbiome program.

Financial Information

We have not derived any revenue from product sales to date as we currently have no products approved for sale.

Research and Development Expense

Our research and development expenses, excluding stock-based compensation expense, were approximately \$30.1 million for fiscal year 2016, of which \$20.0 million was expended on the HBV program and \$10.0 million was expended on our Microbiome Program.

Our research and development expenses, excluding stock-based compensation expense, were approximately \$15.1 million for fiscal year 2015, of which \$10.8 million was expended on the HBV program and \$4.3 million was expended on our Microbiome program, offset by \$6,621 credit due to termination of the VEN 307 study in 2014.

Our research and development expenses, excluding stock-based compensation expense, were approximately \$8.0 million for fiscal year 2014, of which \$2.5 million was expended on the HBV program, \$1.6 million was expended on our Microbiome program and \$3.9 million was expended on a former product candidate Diltiazem (VEN 307).

Employees

As of February 24, 2017, we had 69 employees, 4 temporary contractors and various consultants and multiple research contract research organizations with whom we have contracted.

Corporate History

We were incorporated in Delaware in October 2005 under the name South Island Biosciences, Inc. (which was changed to Ventrus Biosciences, Inc. in April 2007). On July 11, 2014, we merged with Assembly Pharmaceuticals, Inc., a private company (the "Merger"). In connection with the Merger, we changed our name from Ventrus Biosciences, Inc. to Assembly Biosciences, Inc.

Corporate Information

Our principal executive office is at 11711 N. Meridian Street, Suite 310, Carmel, Indiana 46032. Our telephone number is (317) 210-9311.

Available Information

Our website address is www.assemblybio.com. We routinely post, or have posted, important information for investors on our website in the “Investor Relations” section. We use this website as a means of disclosing material information in compliance with our disclosure obligations under Regulation FD. Accordingly, investors should monitor the “Investor Relations” section of our website, in addition to following our press releases, SEC filings, presentations and webcasts. We make available free of charge through our website our press releases, Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to those reports as soon as reasonably practicable after electronically filed with or furnished to the Securities and Exchange Commission.

The information contained on our website is not a part of, and should not be construed as being incorporated by reference, into this report.

The reports filed with the SEC by us and by our officers, directors and significant shareholders are available for review on the SEC’s website at www.sec.gov. You may also read and copy materials that we filed with the SEC at the SEC’s Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330.

Information about Segments and Geographic Areas

In accordance with *The Financial Accounting Standards Board (FASB) Accounting Standards Codification, or ASC, Topic 280, Segment Reporting*, we have determined that we operate as one operating segment. Decisions regarding our overall operating performance and allocation of our resources are assessed on a consolidated basis. Our operations and assets are predominantly located in the United States.

Item 1A. Risk Factors

This report contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed in this report. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below and elsewhere in this report and in any documents incorporated in this report by reference.

You should carefully consider the following risk factors, together with all other information in this report, including our financial statements and notes thereto, and in our other filings with the Securities and Exchange Commission. If any of the following risks, or other risks not presently known to us or that we currently believe to not be significant, develop into actual events, then our business, financial condition, results of operations or prospects could be materially adversely affected. If that happens, the market price of our common stock could decline, and stockholders may lose all or part of their investment.

Risks Related to Our Business

We have no approved products and currently are dependent on the success of our HBV and Microbiome programs.

To date, we have no approved product on the market and have generated no product revenues. Our prospects are substantially dependent on our ability to develop and commercialize our HBV and microbiome therapies. Unless and until we receive approval from the FDA or other regulatory authorities for our product candidates, we cannot sell our product candidates and will not have product revenues. We will have to fund all of our operations and capital expenditures from cash on hand, any future securities offerings or debt financings and any fees we may generate from out-licensing, collaborations or other strategic arrangements. If we are unable to develop and commercialize any product candidates from our HBV-Cure and Microbiome programs, we will be unable to generate any product revenues, and our business, financial condition and results of operations will be significantly harmed.

In addition, all of our product candidates are in an early stage of development and their risk of failure is high. The data supporting our drug discovery and pre-clinical and clinical development programs are derived from either laboratory or pre-clinical studies. We cannot predict when or if any one of our product candidates will prove effective or safe in humans or will receive regulatory approval. The scientific evidence to support the feasibility of our product candidates is limited, and many companies, some with more resources than we have, are and may be developing competitive product candidates. For these and other reasons, our drug discovery and development may not be successful and we may not generate viable products or revenue.

We depend entirely on the success of product candidates from our HBV program, which has one product candidate in early clinical development, and our microbiome programs, which has one product candidate in late pre-clinical development. We cannot be certain that we will be able to obtain regulatory approval for, or successfully commercialize, product candidates from either of our current programs or any other product candidates we may subsequently identify.

ABI-H0731 and ABI-M101 are our lead product candidates for our HBV-cure and Microbiome program, respectively. We have completed the Phase 1a portion of a Phase 1a/1b clinical trial for ABI-H0731, our novel oral agent for the treatment of chronic HBV. We anticipate initiating the Phase 1b portion of the trial in the second quarter of 2017. Our lead microbiome biotherapeutic product candidate, ABI-M101, is in late nonclinical development and we plan to initiate a Phase 1b clinical trial of ABI-M101 in CDI patients who have relapsed after two or three standard antibiotic regimens in the second half of 2017. It may be years before the larger, pivotal trials necessary to support regulatory approval of our product candidates are initiated, if ever. The clinical trials of our product candidates are, and the manufacturing and marketing of our product candidates will be, subject to extensive and rigorous review and regulation by numerous government authorities in the U.S. and in other countries where we intend to test and, if approved, market any product candidate. Before obtaining regulatory approvals for the commercial sale of any product candidate, we must successfully meet a number of critical developmental milestones, including:

- developing dosages that will be tolerated, safe and effective;
- reaching agreement with the FDA or comparable foreign regulatory authorities regarding the scope, design and data necessary to support regulatory approval for the product candidate;
- demonstrating through clinical trials that the product candidate is safe and effective in patients for the intended indication;
- determining the appropriate delivery mechanism;
- demonstrating that the product candidate formulation will be stable for commercially reasonable time periods; and
- completing the development and scale-up to permit manufacture of our product candidates in quantities sufficient to execute on our clinical development plans and, eventually, in commercial quantities and at acceptable prices.

The time necessary to achieve these developmental milestones for any individual product candidate is long and uncertain, and we may not successfully complete these milestones for our HBV and microbiome therapies or any other product candidates that we may develop. We have not yet completed and may never complete the development of any product. If we are unable to complete clinical development of our HBV or microbiome therapies, or any other product candidates that we may identify, we will be unable to generate revenue or build a sustainable or profitable business.

Nonclinical studies may not be representative of disease behavior in clinical trials. The outcomes of nonclinical testing and clinical trials are uncertain and results of earlier nonclinical studies and clinical trials may not be predictive of future clinical trial results.

The results of nonclinical studies may not be representative of disease behavior in a clinical setting and thus may not be predictive of the outcomes of our clinical trials. In addition, the results of nonclinical studies and early clinical trials of product candidates may not be predictive of the results of later-stage clinical trials and the results of any study or trial for any of our product candidates may not be as positive as the results for any prior studies or trials, if at all.

Nonclinical studies and clinical testing are expensive, can take many years to complete and their outcome is highly uncertain. Failure can occur at any time during the nonclinical study and clinical trial processes due to inadequate performance of a drug candidate or inadequate adherence by patients or investigators to clinical trial protocols. Further, clinical trials might not provide statistically significant data supporting a product candidate's safety and effectiveness to meet the requisite regulatory approvals. In addition, there is a high failure rate for drugs and biologics proceeding through clinical trials. Our failure to replicate earlier positive results in later-stage clinical trials or otherwise demonstrate the required characteristics to support marketing approval for any of our product candidates would substantially harm our business, prospects, financial condition and results of operations. Any failure to achieve favorable results in clinical development would materially harm our business, financial condition and results of operations.

Nonclinical and clinical testing required for our product candidates is expensive and time-consuming, and may result in delays or may fail to demonstrate safety and efficacy for desired indications.

In order to obtain FDA approval to market a new drug product, we must demonstrate safety and effectiveness in humans. To meet these requirements, we must conduct extensive nonclinical testing and sufficient adequate and well-controlled clinical trials. Conducting clinical trials is a lengthy, time consuming, and expensive process. The length of time might vary substantially according to the type, complexity, novelty, and intended use of the product candidate, and often can be several years or more per trial. Delays associated with product candidates for which we are directly conducting nonclinical studies or clinical trials might cause us to incur additional operating expenses. The commencement and rate of completion of clinical trials might be delayed by many factors, including, for example:

- delays in reaching agreement with regulatory authorities on final trial design;
- delays in reaching agreement on acceptable terms with prospective contract research organizations and clinical trial sites;
- the lack of effectiveness during clinical trials;
- the emergence of unforeseen safety issues;
- inability to manufacture sufficient quantities of qualified materials under cGMP for use in clinical trials;
- slower than expected rates of patient recruitment;
- failure to recruit a sufficient number of patients;
- delays in having patients complete participation in a trial or return for post-treatment follow-up;
- delays caused by patients dropping out of a trial due to product side effects, disease progression or other reasons;
- clinical sites dropping out of a trial to the detriment of enrollment;
- modification of clinical trial protocols;
- delays by our contract manufacturers to produce and deliver sufficient supply of clinical trial materials;
- occurrence of adverse events associated with the product candidate that are viewed to outweigh its potential benefits;
- changes in regulatory requirements for clinical trials;
- delays, suspension, or termination of clinical trials by the institutional review board or ethics committee responsible for overseeing the study at a particular study site; and
- government, institutional review board, ethics committee, or other regulatory delays or clinical holds requiring suspension or termination of the trials.

We have used and intend to continue to rely on one or more contract research organizations, or CROs, to conduct our nonclinical studies and clinical trials. We are highly dependent on these CROs to conduct our studies and trials in accordance with the requirements of the FDA and good clinical and scientific practice. In the event the CROs fail to perform their duties in such a fashion, we may not be able to complete our clinical trials and may fail to obtain regulatory approval for any of our product candidates.

The failure of nonclinical studies and clinical trials to demonstrate safety and effectiveness for the desired indications could harm the development of that product candidate and other product candidates. This failure could cause us to abandon a product candidate and could delay development of other product candidates. Any delay in, or termination of, our nonclinical studies or clinical trials would delay the filing of our New Drug Applications, or NDAs, or Biologics License Applications, or BLAs, with the FDA and, ultimately, our ability to commercialize our product candidates and generate product revenues. Any change in, or termination of, our clinical trials could materially harm our business, financial condition, and results of operation.

Any product candidates that we may discover and develop may cause undesirable side effects or have other properties that could delay or prevent their regulatory approval, limit the commercial profile of an approved label, or result in significant negative consequences following marketing approval, if any.

Many product candidates that initially showed promise in early stage testing have later been found to cause side effects that prevented their further development. Undesirable side effects caused by any product candidates that we may discover or develop, or safety, tolerability or toxicity issues that may occur in our nonclinical studies, clinical trials or in the future, could cause us or regulatory authorities to interrupt, restrict, delay, or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or other comparable foreign authorities. Any of these events could prevent us from achieving or maintaining market acceptance of the particular product candidate, if approved, and could significantly harm our business, prospects, financial condition and results of operations.

We have a limited operating history and a history of operating losses, and expect to incur significant additional operating losses.

We were established in October 2005, began active operations in the spring of 2007, terminated programs related to three prior product candidates, then merged with Assembly Pharmaceuticals, Inc., a private company, in July 2014. We have only a limited operating history since the merger. Therefore, there is limited historical financial information upon which to base an evaluation of our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. We, and Assembly Pharmaceuticals prior to our merger, have generated losses since we began operations and, as of December 31, 2015 and December 31, 2016, the combined company had an accumulated deficit of approximately \$164.0 million and \$208.2 million, respectively, and net losses of \$23.8 million, \$28.5 million and \$44.2 million for the years ended December 31, 2014, 2015 and 2016, respectively. These net losses have had, and will continue to have, an adverse effect on our stockholders' equity and working capital. We expect to incur substantial additional losses over the next several years as we continue to pursue our research, development, nonclinical studies and clinical trial activities. Further, since our initial public offering, we have incurred and will continue to incur as a public company significant additional legal, accounting and other expenses to which we were not subject to as a private company, including expenses related to our efforts in complying with the requirements of Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and other public company disclosure and corporate governance requirements and responding to requests of government regulators. The amount of future losses and when, if ever, we will achieve profitability are uncertain and will depend, in part, on the rate of increase in our expenses, our ability to generate revenues and our ability to raise additional capital. We have no products that have generated any commercial revenue, do not expect to generate revenues from the commercial sale of products unless and until our HBV or microbiome therapies or any other product candidate is approved by the FDA for sale, and we might never generate revenues from the sale of products.

We are not currently profitable and might never become profitable.

We have a history of losses and expect to incur significant operating and capital expenditures and resultant substantial losses and negative operating cash flow for the next several years, and beyond if we do not successfully launch and commercialize any product candidates from our HBV or microbiome programs. We might never achieve or maintain profitability. We anticipate that our expenses will continue to be substantial in the foreseeable future as we:

- advance ABI-H0731 through clinical development for HBV and initiate and conduct clinical trials of our microbiome product candidate;
- continue to undertake research and development to identify potential additional product candidates;
- seek regulatory approvals for our product candidates; and
- pursue our intellectual property strategy.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. In addition, our expenses could increase if we are required by the FDA or comparable foreign regulatory authorities to perform studies or trials in addition to those currently expected, or if there are any delays in completing our clinical trials or the development of any of our product candidates.

As a result, we will need to generate significant revenues in order to achieve and maintain profitability. Our ability to generate revenue and achieve profitability will depend on, among other things:

- successful completion of research, nonclinical studies and clinical trials for our product candidates;
- obtaining necessary regulatory approvals from the FDA and international regulatory agencies for our product candidates;
- establishing manufacturing, sales, and marketing arrangements with third parties for any approved products; and
- raising sufficient funds to finance our activities, if and when needed.

We might not succeed at any of these undertakings. If we are unsuccessful at some or all of these undertakings, our business, prospects, and results of operations might be materially adversely affected.

We are an early stage company and might not be able to commercialize any product candidates.

We are an early stage company and have not demonstrated our ability to perform the functions necessary for the successful commercialization of any product candidates. The successful commercialization of any product candidates will require us to perform a variety of functions, including:

- continuing to undertake research and development and nonclinical studies and clinical trials;
- participating in regulatory approval processes;
- formulating and manufacturing products; and
- conducting sales, marketing and distribution activities.

Our failure to successfully commercialize our product candidates would negatively impact the value of our company and could impair our ability to raise capital, expand our business, diversify our research and development pipeline, market our product candidates, if approved, or continue our operations.

Our development of product candidates is subject to risks and delays.

Our development of our product candidates is subject to the risks of failure and delay inherent in the development of new pharmaceutical products and products based on new technologies, including:

- delays in product development, nonclinical and clinical testing;
- unplanned expenditures in product development, nonclinical and clinical testing;
- failure of a product candidate to demonstrate acceptable safety and efficacy;
- failure to receive regulatory approvals;
- emergence of superior or equivalent products;
- inability to manufacture and sell on our own, or through any others, product candidates on a commercial scale or at a financially viable cost; and
- failure to achieve market acceptance.

Because of these risks, our research and development efforts might not result in any commercially viable products. If we do not successfully complete a significant portion of these development efforts, obtain required regulatory approvals, and have commercial success with any approved products, our business, financial condition and results of operations will be materially harmed.

There are substantial risks inherent in attempting to commercialize new drugs, and, as a result, we may not be able to successfully develop products for commercial use.

Our HBV therapy research and development efforts involve therapeutics based on modulating forms of HBV core proteins with Core Protein Allosteric Modulators, or CpAMs, which is a clinically unproven mechanism of action. The development of our CpAM technology is in the early stages, and the commercial feasibility and acceptance of our CpAM technology are unknown. Similarly, the technology for our microbiome therapy is in nonclinical development and our GEMICEL, dual targeted release drug formulation, is novel and not yet shown to successfully deliver live bacteria in patients.

Scientific research and development requires significant amounts of capital and takes a long time to reach commercial viability, if it can be achieved at all. To date, our research and development projects have not produced commercially viable drugs, and may never do so. During the research and development process, we may experience technological barriers that we may be unable to overcome. Further, certain underlying premises in our development programs are not fully proven. More specifically, the theory that CpAMs can selectively lower cccDNA and viral antigen levels in HBV patients and achieve a functional cure is unproven. Thus, even if CpAM technology is successful at targeting the HBV core protein and reducing cccDNA levels in HBV patients, it may not result in a commercially viable drug if there is not a corresponding medical benefit related to the underlying HBV infection. Similarly, with respect to our microbiome program, the ability to effectively and reliably deliver bacteria to the GI tract is unproven, and, even if it can be proven, it may be difficult or impossible to provide the treatment economically. Because of these uncertainties, it is possible that no commercial products will be successfully developed. If we are unable to successfully develop commercial products, we will be unable to generate revenue or build a sustainable or profitable business.

We will need additional financing to complete the development of any product candidate and fund our activities in the future.

We anticipate that we will incur operating losses for the next several years as we continue to develop our HBV therapy and our microbiome platform as well as initiate any development of any other product candidates and will require substantial funds during that time to support our operations. We expect that our current resources will provide us with sufficient capital to fund our operations for at least the next twelve months. However, we might consume our available capital before that time if, for example, we are not efficient in managing our resources or if we encounter unforeseen costs, delays or other issues or if regulatory requirements change. If that happens, we may need additional financing to continue the development of our HBV therapy and our microbiome program. Thereafter, we will need additional capital to fund our operations in the future. However, there is no assurance that we will be successful in raising any necessary additional capital on terms that are acceptable to us, or at all. If such event or other unforeseen circumstances occurred and we were unable to raise capital, we could be forced to discontinue product development, sacrifice attractive business opportunities, cease operations entirely and sell or otherwise transfer all or substantially all of our remaining assets.

Our product candidates face significant development and regulatory hurdles prior to marketing which could delay or prevent licensing, sales and/or milestone revenue.

Before we or any commercial partners obtain the approvals necessary to sell any of our product candidate, we must show through pre-clinical studies and human testing in clinical trials that each potential product is safe and effective. The rates at which we complete our scientific studies and clinical trials depend on many factors, including, but are not limited to, our ability to obtain adequate supplies of the products to be tested and patient enrollment. Patient enrollment is a function of many factors, including the size of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial and other potential drug candidates being studied. Delays in patient enrollment for our trials may result in increased costs and longer development times. In addition, we will need additional financing to develop our product candidates, which we might seek and receive from third party commercial partners. Further, we currently do not have the infrastructure to manufacture, market and sell our product candidates. If we partner with one or more third party entities, those commercial partners may demand and receive rights to control product development and commercialization. As a result, these commercial partners may conduct these programs and activities more slowly or in a different manner than expected. If any of these events were to occur, the development of any product candidate could be significantly delayed, more expensive or less lucrative to us than anticipated, any of which would have a significant adverse effect on our business.

We are substantially dependent on our collaboration agreement with Allergan, which may be terminated or may not be successful due to a number of factors, which could have a material adverse effect on our business and operating results.

We have entered into the Collaboration Agreement with Allergan for the development and commercialization of select microbiome gastrointestinal programs in ulcerative colitis, Crohn's disease and irritable bowel syndromes. Our collaboration with Allergan may be terminated, or may not be successful, due to a number of factors. In particular, Allergan may terminate the Collaboration Agreement for convenience at any time upon either 90 days' (prior to the initiation of the first POC trial of a licensed product) or 120 days' (after the initiation of the first POC trial of a licensed product), as applicable, advance written notice to us. The Collaboration Agreement also contains customary provisions for termination by either party, including in the event of breach of the Collaboration Agreement, subject to cure. In addition, if we are unable to identify product candidates for the licensed indications or we are unable to protect our products by obtaining and defending patents, the collaboration could fail. If the collaboration is unsuccessful for these or other reasons, or is otherwise terminated for any reason, we may not receive all or any of the research program funding, milestone payments or royalties under the agreement. Any of the foregoing could result in a material adverse effect on our business, results of operations and prospects and would likely cause our stock price to decline.

We are dependent on a license relationship for each of our HBV therapy and our microbiome program.

Our license agreement with Indiana University Research and Technology Corporation, or IURTC, from whom we have licensed our HBV therapy, requires us to make milestone payments based upon the successful accomplishment of clinical and regulatory milestones related to our HBV therapy. The aggregate amount of all performance milestone payments under the IURTC License Agreement, should all performance milestones through development be met, is \$825,000. As of December 31, 2016, no performance milestone payments have been made. We also are obligated to pay IURTC royalty payments based on net sales of the licensed technology. We are also obligated to pay diligence maintenance fees (\$25,000-\$100,000) each year to the extent that the royalty, sublicensing, and milestone payments to IURTC are less than the diligence maintenance fee for that year. Our license with Therabiome, LLC, from whom we have licensed our microbiome program, also requires us to pay regulatory and clinical milestones as well as royalty payments to Therabiome. If we breach any of these obligations, we could lose our rights to the targeted delivery mechanism of our microbiome program. If we fail to comply with similar obligations to any other licensor, it would have the right to terminate the license, in which event we would not be able to commercialize drug candidates or technologies that were covered by the license. Also, the milestone and other payments associated with licenses will make it less profitable for us to develop our drug candidates than if we owned the technology ourselves.

Corporate and academic collaborators might take actions to delay, prevent, or undermine the success of our product candidates.

Our operating and financial strategy for the development, nonclinical and clinical testing, manufacture, and commercialization of drug candidates heavily depends on collaborating with corporations, academic institutions, licensors, licensees, and other parties. However, there can be no assurance that we will successfully establish these collaborations. In addition, should a collaboration be terminated, replacement collaborators might not be available on attractive terms, or at all. The activities of any collaborator will not be within our control and might not be within our power to influence. There can be no assurance that any collaborator will perform its obligations to our satisfaction or at all, that we will derive any revenue or profits from these collaborations, or that any collaborator will not compete with us. If any collaboration is not successful, we might require substantially greater capital to undertake development and marketing of our proposed products and might not be able to develop and market these products effectively, if at all. In addition, a lack of development and marketing collaborations might lead to significant delays in introducing proposed products into certain markets and/or reduced sales of proposed products in such markets.

We rely on data provided by our collaborators and others that has not been independently verified and could prove to be false, misleading, or incomplete.

We rely on third-party vendors, scientists, and collaborators to provide us with significant data and other information related to our projects, nonclinical studies and clinical trials, and our business. If these third parties provide inaccurate, misleading, or incomplete data, our business, prospects, and results of operations could be materially adversely affected.

Research, development and commercialization goals may not be achieved in the time frames that we publicly estimate, which could have an adverse impact on our business and could cause our stock price to decline.

We set goals, and make public statements regarding our expectations, regarding the timing of certain accomplishments, developments and milestones under our research and development programs. The actual timing of these events can vary significantly due to a number of factors, including, without limitation, the amount of time, effort and resources committed to our programs by us and any collaborators and the uncertainties inherent in the clinical development and regulatory approval process. As a result, there can be no assurance that we or any collaborators will initiate or complete clinical development activities, make regulatory submissions or receive regulatory approvals as planned or that we or any collaborators will be able to adhere to our current schedule for the achievement of key milestones under any of our programs. If we or any collaborators fail to achieve one or more of the milestones as planned, our business could be materially adversely affected and the price of our common stock could decline.

Unforeseen safety issues could hinder the development of our product candidates and their adoption, if approved.

Safety issues could arise during development of our product candidates, which might delay testing or prevent further development entirely. Unforeseen safety issues could emerge in any future study or trial of our HBV or microbiome product candidates, which could severely hamper the likelihood of FDA or other regulatory approval of any such product candidate. If any of these events were to occur, the development of any product candidate could be significantly delayed and become more expensive than anticipated, and could lead us to abandon our development efforts entirely, any of which would have a significant adverse effect on our business.

If a product is approved, any limitation on use that might be necessary due to safety issues, such as labeling warnings or distributions and use restrictions under a REMS, could hinder its adoption in the marketplace. In addition, if any product is approved, it could be used against any instructions that we publish that limit its use, which could subject us to litigation.

We lack suitable facilities for certain nonclinical and clinical testing and expect to rely on third parties to conduct some of our research and nonclinical testing and our clinical trials and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such research, testing or trials.

We do not have sufficient facilities to conduct all of our anticipated nonclinical and clinical testing. As a result, we expect to contract with third parties to conduct most of our nonclinical and clinical testing required for regulatory approval for our product candidates. We will be reliant on the services of third parties to conduct studies on our behalf. If we are unable to retain or continue with third parties for these purposes on acceptable terms, we may be unable to successfully develop our product candidates. In addition, any failures by third parties to adequately perform their responsibilities may delay the submission of our product candidates for regulatory approval, which would impair our financial condition and business prospects.

Our reliance on these third parties for research and development activities also reduces our control over these activities but will not relieve us of our responsibilities. For example, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. Furthermore, these third parties may also have relationships with other entities, some of which may be our competitors. In addition, these third parties are not our employees, and except for remedies available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our clinical and nonclinical programs. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our research, nonclinical studies or clinical trials may be extended, delayed or terminated and we may not be able to obtain, or may be delayed in obtaining, regulatory approvals for our product candidates. As a result, our results of operations and business prospects would be harmed, our costs could increase and our ability to generate revenues could be delayed.

We will need to either establish our own clinical and commercial manufacturing capabilities or rely on third parties to formulate and manufacture our product candidates.

We currently do not have our own manufacturing facilities and rely on third-party manufacturers to supply the quantities of ABI-H0731 used in our Phase 1 clinical trials and drug substance and drug product for ABI-M101. Although we intend to establish our own manufacturing capabilities for our microbiome drug substance and drug products, we currently lack the physical plant to formulate and manufacture our own product candidates for use in our planned clinical trials. In addition, if any product candidate we might develop or acquire in the future receives FDA or other regulatory approval, we will need to either manufacture commercial quantities of the product on our own or rely on one or more third-party contractors to manufacture our products. The establishment of internal manufacturing capabilities is difficult and costly, and we may not be successful in doing so. If, for any reason, we are unable to establish our own manufacturing capabilities and we are unable to rely on any third-party sources we have identified to manufacture our product candidates, either for clinical trials or, at some future date, for commercial quantities, then we would need to identify and contract with additional or replacement third-party manufacturers to manufacture compounds, drug substance and drug products for nonclinical, clinical and commercial purposes. We might not be successful in identifying additional or replacement third-party manufacturers, or in negotiating acceptable terms with any that we do identify. If we are unable to establish and maintain manufacturing capacity either on our own or through third parties, the development and sales of our products and our financial performance will be materially and adversely affected.

In addition, before we or any of our collaborators can begin to commercially manufacture our product candidates, each manufacturing facility and process is subject to regulatory review. Manufacturing of drugs for clinical and commercial purposes must comply with the FDA's cGMPs, and applicable non-U.S. regulatory requirements. The cGMP requirements govern quality control and documentation policies and procedures. Complying with cGMP and non-U.S. regulatory requirements will require that we expend time, money, and effort in production, recordkeeping, and quality control to assure that the product meets applicable specifications and other requirements. Any manufacturing facility must also pass a pre-approval inspection prior to FDA approval. Failure to pass a pre-approval inspection might significantly delay FDA approval of our product candidates. If we or any of our future collaborators fails to comply with these requirements with respect to the manufacture of any of our product candidates, regulatory action could limit the jurisdictions in which we are permitted to sell our products, if approved. As a result, our business, financial condition, and results of operations might be materially harmed.

We are exposed to the following risks with respect to the manufacture of our product candidates:

- If we are unable to establish our own manufacturing capabilities, we will need to identify manufacturers for commercial supply on acceptable terms, which we may not be able to do because the number of potential manufacturers is limited and the FDA must approve any new or replacement contractor. This approval would generally require compliance inspections. In addition, a new manufacturer would have to be educated in, or develop substantially equivalent processes for, production of our products after receipt of FDA approval, if any.
- We or any third-party manufacturers with whom we contract might be unable to formulate and manufacture our product candidates in the volume and of the quality required to meet our clinical and, if approved, commercial needs.
- Any third-party manufacturers with whom we contract might not perform as agreed or might not remain in the contract manufacturing business for the time required to supply our clinical trials or to successfully produce, store and distribute our products.
- One or more of any third-party manufacturers with whom we contract could be foreign, which increases the risk of shipping delays and adds the risk of import restrictions.
- Drug manufacturers are subject to ongoing periodic unannounced inspection by the FDA and corresponding state agencies to ensure strict compliance with cGMP and other government regulations and corresponding foreign requirements. Any internal manufacturing facilities we establish may fail to comply, and we would not have complete control over any third-party manufacturers' compliance, with these regulations and requirements.
- We may be required to obtain additional intellectual property rights from third parties in order to manufacture our product candidates, and if any third-party manufacturer makes improvements in the manufacturing process for our product candidates, we might not own, or might have to share, the intellectual property rights to the innovation with our licensors.
- We may be required to share our trade secrets and know-how with third parties, thereby risking the misappropriation or disclosure of our intellectual property by or to third parties.
- If we contract with third-party manufacturers, we might compete with other companies for access to these manufacturers' facilities and might be subject to manufacturing delays if the manufacturers give other clients higher priority than us.

Each of these risks could delay our development efforts, nonclinical studies and clinical trials or the approval, if any, of our product candidates by the FDA or the commercialization of our product candidates and could result in higher costs or deprive us of potential product revenues. As a result, our business, financial condition, and results of operations might be materially harmed.

If we cannot compete successfully for market share against other drug companies, we might not achieve sufficient product revenues and our business will suffer.

If our product candidates receive FDA approval, they will compete with a number of existing and future drugs and therapies developed, manufactured and marketed by others. Existing or future competing drugs might provide greater therapeutic convenience or clinical or other benefits for a specific indication than our product candidates, or might offer comparable performance at a lower cost. If our product candidates fail to capture and maintain market share, we might not achieve sufficient product revenues and our business will suffer.

We might compete against fully integrated pharmaceutical companies and smaller companies that are collaborating with larger pharmaceutical companies, academic institutions, government agencies and other public and private research organizations. Many of these competitors, either alone or together with their collaborative partners, operate larger research and development programs or have substantially greater financial resources than we do, as well as significantly greater experience in:

- developing drugs;
- undertaking nonclinical testing and human clinical trials;
- obtaining FDA and other regulatory approvals of drugs;
- formulating and manufacturing drugs; and
- launching, marketing and selling drugs.

We may not have or be able to obtain the same resources and experience as our competitors. If we are unable to perform these tasks effectively and efficiently, our results of operations might be materially adversely affected.

Developments by competitors might render our product candidates or technologies obsolete or non-competitive.

The pharmaceutical and biotechnology industries are intensely competitive. In addition, the clinical and commercial landscape for HBV, CDI, UC, IBS and IBD is rapidly changing; we expect new data from commercial and clinical-stage products to continue to emerge. We will compete with organizations that have existing treatments and that are or will be developing treatments for the indications that our product candidates target. If our competitors develop effective treatments for HBV, CDI, UC, IBS or IBD or any other indication or field we might pursue, and successfully commercialize those treatments, our business and prospects might be materially harmed, due to intense competition in these markets.

If we are not able to develop collaborative marketing relationships with licensees or partners, or create effective internal sales, marketing, and distribution capability, we might be unable to market our products successfully.

To market our product candidates, if approved, we will have to establish our own marketing and sales force or out-license our product candidates to, or collaborate with, larger firms with experience in marketing and selling pharmaceutical products. There can be no assurance that we will be able to successfully establish our own marketing capabilities or establish marketing, sales, or distribution relationships with third parties; that such relationships, if established, will be successful; or that we will be successful in gaining market acceptance for our product candidates. To the extent that we enter into any marketing, sales, or distribution arrangements with third parties, our product revenues will be lower than if we marketed and sold our products directly, and any revenues we receive will depend upon the efforts of such third parties. If we are unable to establish such third-party sales and marketing relationships, or choose not to do so, we will have to establish our own in-house capabilities. We, as a company, have no experience in marketing or selling pharmaceutical products and currently have no sales, marketing, or distribution infrastructure. To market any of our products directly, we would need to develop a marketing, sales, and distribution force that both has technical expertise and the ability to support a distribution capability. To establish our own marketing, sales, and distribution capacity would significantly increase our costs, and require substantial additional capital. In addition, there is intense competition for proficient sales and marketing personnel, and we might not be able to attract individuals who have the qualifications necessary to market, sell, and distribute our products. There can be no assurance that we will be able to establish internal marketing, sales, or distribution capabilities.

The commercial success of our product candidates will depend upon the degree of market acceptance by physicians, patients, third-party payers and others in the medical community.

The commercial success of our products, if approved for marketing, will depend in part on the medical community, patients and third-party payers accepting our product candidates as effective and safe. If these products do not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of our products, if approved for marketing, will depend on a number of factors, including:

- the actual or perceived safety and efficacy of the products, and advantages over alternative treatments;
- the pricing and cost-effectiveness of our products relative to competing products or therapies;

- the labeling of any approved product;
- the prevalence and severity of any side effects, including any limitations or warnings contained in a product's approved labeling;
- the emergence, and timing of market introduction, of competitive products;
- the effectiveness of marketing and distribution efforts by us and our licensees and distributors, if any; and
- the availability of third-party insurance coverage or governmental reimbursement.

Even if a potential product displays a favorable efficacy and safety profile in nonclinical studies and clinical trials, market acceptance of the product will not be known until after it is launched. Any failure to achieve market acceptance for our product candidates will harm our business, results and financial condition.

If we lose key management or scientific personnel, cannot recruit qualified employees, directors, officers, or other significant personnel or experience increases in our compensation costs, our business might materially suffer.

We are highly dependent on the services of our Chief Executive Officer and President, Derek Small, our Chief Scientific Officer, Dr. Richard Colunno, our Chief Scientific Officer - Microbiome, Miguel S. Barbosa, Ph.D, our Chief Medical Officer and Vice President of Research and Development, Dr. Uri Lopatin, our Chief Development Officer, Thomas E. Rollins, and our Chief Financial Officer and Chief Operating Officer, David J. Barrett. Our employment agreements with Mr. Small, Dr. Lopatin, Dr. Colunno, Dr. Barbosa, Mr. Rollins and Mr. Barrett do not ensure their retention. This is also true for our other management team members, both present and future.

Furthermore, our future success also depends, in part, on our ability to identify, hire, and retain additional management team members as our operations grow. We expect to experience intense competition for qualified personnel and might be unable to attract and retain the personnel necessary for the development of our business. Finally, we do not currently maintain, nor do we intend to obtain in the future, "key man" life insurance that would compensate us in the event of the death or disability of any of the members of our management team.

The failure by us to retain, attract and motivate executives and other key employees could have a material adverse impact on our business, financial condition and results of operations.

If we are unable to hire additional qualified personnel, our ability to grow our business might be harmed.

As of February 24, 2017, we had 69 employees, 4 temporary contractors and various consultants and multiple contract research organizations with whom we have contracted. We will need to hire or contract with additional qualified personnel with expertise in clinical research and testing, formulation and manufacturing and sales and marketing to commercialize our HBV drug candidates and our microbiome biotherapeutics or any other product candidate we may seek to develop. We compete for qualified individuals with numerous biopharmaceutical companies, universities and other research institutions. Competition for these individuals is intense, and we cannot be certain that our search for such personnel will be successful. Attracting and retaining qualified personnel will be critical to our success.

We might not successfully manage our growth.

Our success will depend upon the expansion of our operations and the effective management of our growth, which will place a significant strain on our current and future management and other administrative and operational resources. To manage this growth, we may need to expand our facilities, augment our operational, financial and management systems and hire and train additional qualified personnel. If we are unable to manage our growth effectively, our business would be harmed.

We might seek to develop our business through acquisitions of or investment in new or complementary businesses, products or technologies, and the failure to manage these acquisitions or investments, or the failure to integrate them with our existing business, could have a material adverse effect on us.

We might consider opportunities to acquire or invest in other technologies, products and businesses that might enhance our capabilities or complement our current product candidates. Potential and completed acquisitions and strategic investments involve numerous risks, including potential problems or issues associated with the following:

- assimilating the purchased technologies, products or business operations;
- maintaining uniform standards, procedures, controls and policies;
- unanticipated costs associated with the acquisition or investment;
- diversion of our management's attention from our preexisting business;
- maintaining or obtaining the necessary regulatory approvals or complying with regulatory requirements; and
- adverse effects on existing business operations.

We have no current commitments with respect to any acquisition or investment in other technologies or businesses. We do not know if we will identify suitable acquisitions, whether we will be able to successfully complete any acquisitions, or whether we will be able to successfully integrate any acquired product, technology or business into our business or retain key personnel, suppliers or collaborators.

Our ability to successfully develop our business through acquisitions would depend on our ability to identify, negotiate, complete and integrate suitable target businesses or technologies and obtain any necessary financing. These efforts could be expensive and time consuming and might disrupt our ongoing operations. If we are unable to efficiently integrate any acquired business, technology or product into our business, our business and financial condition might be adversely affected.

Risks Related to Our Regulatory and Legal Environment

We are subject to extensive and costly government regulation.

Product candidates employing our technology are subject to extensive and rigorous domestic government regulation including regulation by the FDA, the Centers for Medicare and Medicaid Services, other divisions of the U.S. Department of Health and Human Services, the U.S. Department of Justice, state and local governments, and their respective foreign equivalents. The FDA regulates the research, development, nonclinical and clinical testing, manufacture, safety, effectiveness, record-keeping, reporting, labeling, storage, approval, advertising, promotion, sale, distribution, import, and export of pharmaceutical and biological products. If products employing our technologies are marketed abroad, they will also be subject to extensive regulation by foreign governments, whether or not they have obtained FDA approval for a given product and its uses. Such foreign regulation might be equally or more demanding than corresponding U.S. regulation.

Government regulation substantially increases the cost and risk of researching, developing, manufacturing, and selling our product candidates. The regulatory review and approval process, which includes nonclinical testing and clinical trials of each product candidate, is lengthy, expensive, and uncertain. We or our collaborators must obtain and maintain regulatory authorization to conduct clinical trials and approval for each product we intend to market, and the manufacturing facilities used for the products must be inspected and meet legal requirements. Securing regulatory approval requires submitting extensive nonclinical and clinical data and other supporting information for each proposed therapeutic indication in order to establish the product's safety and efficacy for each intended use. The development and approval process might take many years, requires substantial resources, and might never lead to the approval of a product.

Even if we are able to obtain regulatory approval for a particular product, the approval might limit the intended medical uses for the product, limit our ability to promote, sell, and distribute the product, require that we conduct costly post-marketing surveillance, and/or require that we conduct ongoing post-marketing studies. Material changes to an approved product, such as, for example, manufacturing changes or revised labeling, might require further regulatory review and approval. Once obtained, any approvals might be withdrawn, including, for example, if there is a later discovery of previously unknown problems with the product, such as a previously unknown safety issue.

If we, our collaborators, or our contract manufacturers fail to comply with applicable regulatory requirements at any stage during the regulatory process, such noncompliance could result in, among other things, delays in the approval of applications or supplements to approved applications; refusal by a regulatory authority, including the FDA, to review pending market approval applications or supplements to approved applications; untitled letters or warning letters; fines; import and export restrictions; product recalls or seizures; injunctions; total or partial suspension of production; civil penalties; withdrawals of previously approved marketing applications; recommendations by the FDA or other regulatory authorities against governmental contracts; and/or criminal prosecutions.

We might not obtain the necessary U.S. or worldwide regulatory approvals to commercialize any product candidate.

We cannot assure you that we will receive the approvals necessary to commercialize for sale any of our product candidates, or any product candidate we acquire or develop in the future. We will need FDA approval to commercialize our product candidates in the U.S. and approvals from the FDA-equivalent regulatory authorities in foreign jurisdictions to commercialize our product candidates in those jurisdictions. In order to obtain FDA approval of any product candidate, we must submit to the FDA an NDA or BLA demonstrating that the product candidate is safe for humans and effective for its intended use (for biological products, this standard is referred to as safe, pure and potent). This demonstration requires significant research, nonclinical studies, and clinical trials. Satisfaction of the FDA's regulatory requirements typically takes many years, depends upon the type, complexity and novelty of the product candidate and requires substantial resources for research, development and testing. We cannot predict whether our research and clinical approaches will result in drugs or biological products that the FDA considers safe for humans and effective for their indicated uses. The FDA has substantial discretion in the approval process and might require us to conduct additional nonclinical and clinical testing, perform post-marketing studies or otherwise limit or impose conditions on any approval we obtain.

The approval process might also be delayed by changes in government regulation, future legislation or administrative action or changes in FDA policy that occur prior to or during our regulatory review. Delays in obtaining regulatory approvals might:

- delay commercialization of, and our ability to derive product revenues from, our product candidates;
- impose costly procedures on us; and
- diminish any competitive advantages that we might otherwise enjoy.

Even if we comply with all FDA requests, the FDA might ultimately reject one or more of our NDAs or BLAs. We cannot be sure that we will ever obtain regulatory approval for our product candidates. Failure to obtain FDA approval of our product candidates will severely undermine our business by leaving us without a saleable product, and therefore without any source of revenues, until another product candidate could be developed or obtained. There is no guarantee that we will ever be able to develop an existing, or acquire another, product candidate.

In foreign jurisdictions, we must receive approval from the appropriate regulatory authorities before we can commercialize any product candidates. The risks associated with foreign regulatory approval processes are similar to the risks associated with the FDA approval procedures described above. We cannot assure you that we will receive the approvals necessary to commercialize our product candidates for sale outside the U.S.

Even if approved, our product candidates will be subject to extensive post-approval regulation.

Once a product candidate is approved, numerous post-approval requirements apply. Among other things, the holder of an approved NDA is subject to ongoing FDA oversight monitoring and reporting obligations, including obligations to monitor and report adverse events and instances of the failure of a product to meet the specifications in the NDA. Application holders must submit new or supplemental applications and obtain FDA approval for changes to the approved product, product labeling, or manufacturing process, depending on the nature of the change. Application holders also must submit advertising and other promotional material to the FDA and report on ongoing clinical trials. The FDA also has the authority to require changes in the labeling of approved drug products and to require post-marketing studies. The FDA can also impose distribution and use restrictions under a Risk Evaluation and Mitigation Strategy, or REMS.

Advertising and promotional materials must comply with FDA rules in addition to other applicable federal and state laws. The distribution of product samples to physicians must comply with the requirements of the Prescription Drug Marketing Act. Manufacturing facilities remain subject to FDA inspection and must continue to adhere to the FDA's cGMP requirements. Sales, marketing, and scientific/educational grant programs, among other activities, must comply with the anti-fraud and abuse provisions of the Social Security Act, the False Claims Act, and similar state laws, each as amended. Pricing and rebate programs must comply with the Medicaid rebate requirements of the Omnibus Budget Reconciliation Act of 1990 and the Veteran's Health Care Act of 1992, each as amended. If products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. All of these activities are also potentially subject to federal and state consumer protection and unfair competition laws.

Depending on the circumstances, failure to meet these post-approval requirements can result in criminal prosecution, fines, injunctions, recall or seizure of products, total or partial suspension of production, denial or withdrawal of pre-marketing product approvals, or refusal to allow us to enter into supply contracts, including government contracts. In addition, even if we comply with FDA and other requirements, new information regarding the safety or effectiveness of a product could lead the FDA to modify or withdraw product approval.

Even if we are able to commercialize any product candidates, those products may become subject to unfavorable pricing regulations, third party reimbursement practices or healthcare reform initiatives, which would harm our business.

The regulations that govern marketing approvals, pricing and reimbursement for new medicines vary widely from country to country. In the U.S., recently enacted legislation may significantly change the approval requirements in ways that could involve additional costs and cause delays in obtaining approvals. Some countries require approval of the sale price of a medicine before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain marketing approval for a medicine in a particular country, but then be subject to price regulations that delay our commercial launch of the medicine, possibly for lengthy time periods, and negatively impact the revenues we are able to generate from the sale of the medicine in that country. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates, even if our product candidates obtain marketing approval.

Our ability to commercialize any medicines successfully also will depend in part on the extent to which reimbursement for these medicines and related treatments will be available from government health administration authorities, private health insurers and other organizations. Government authorities and third party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels. A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. We cannot be sure that reimbursement will be available for any product candidate that we commercialize and, if reimbursement is available, the level of reimbursement. Reimbursement may impact the demand for, or the price of, any product candidate for which we obtain marketing approval. If reimbursement is not available or is available only to limited levels, we may not be able to successfully commercialize any product candidate for which we obtain marketing approval.

There may be significant delays in obtaining reimbursement for newly approved medicines, and coverage may be more limited than the purposes for which the medicine is approved by the FDA or similar regulatory authorities outside the U.S. Moreover, eligibility for reimbursement does not imply that any medicine will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution. Interim reimbursement levels for new medicines, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Reimbursement rates may vary according to the use of the medicine and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost medicines and may be incorporated into existing payments for other services. Net prices for medicines may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of medicines from countries where they may be sold at lower prices than in the U.S. Third party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies. Our inability to promptly obtain coverage and profitable payment rates from both government-funded and private payors for any approved product candidates that we develop could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize product candidates and our overall financial condition.

In the U.S. and in other countries, there have been and we expect there will continue to be a number of legislative and regulatory proposals to change the healthcare system in ways that could significantly affect our business. International, federal and state lawmakers regularly propose and, at times, enact legislation that would result in significant changes to the healthcare system, some of which are intended to contain or reduce the costs of medical products and services. The U.S. government and other governments have shown significant interest in pursuing healthcare reform, as evidenced by the Patient Protection and Affordable Care Act and its amendment, the Health Care and Education Reconciliation Act, or the ACA. Such government-adopted reform measures may adversely impact the pricing of healthcare products and services in the U.S. or internationally and the amount of reimbursement available from governmental agencies or other third-party payors. The current administration supports a repeal of the ACA and an Executive Order has been signed commanding federal agencies to try to waive or delay requirements of the ACA that impose economic or regulatory burdens on states, families, the healthcare industry and others. The Executive Order also declares that the administration will seek the “prompt repeal” of the law and that the government should prepare to “afford the States more flexibility and control to create a more free and open healthcare market.” At this time, the immediate impact of the Executive Order is not clear. In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These new laws may result in additional reductions in Medicare and other healthcare funding. In addition, in some foreign jurisdictions, there have been a number of legislative and regulatory proposals to change the healthcare system in ways that could affect our ability to sell our products profitably. The continuing efforts of U.S. and other governments, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce healthcare costs may adversely affect our ability to set satisfactory prices for our products, to generate revenues, and to achieve and maintain profitability.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

As a public company, we are subject to the reporting requirements of the Securities Exchange, the Sarbanes-Oxley Act and the listing standards of NASDAQ, the exchange on which our common stock is listed. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting and financial compliance costs, make some activities more difficult, time consuming and costly and place significant strain on our personnel, systems and resources.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to refine our disclosure controls and other procedures that are designed to ensure that the information that we are required to disclose in the reports that we will file with the SEC is properly recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. We are also continuing to improve our internal control over financial reporting. We have expended, and anticipate that we will continue to expend, significant resources in order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting.

Our current controls and any new controls that we develop in the future may become inadequate because of changes in conditions in our business. Further, weaknesses in our disclosure controls or our internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our operating results or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting could also adversely affect the results of management reports and independent registered public accounting firm audits of our internal control over financial reporting that we will be required to include in our periodic reports that will be filed with the SEC. If we were to have ineffective disclosure controls and procedures or internal control over financial reporting, our investors could lose confidence in our reported financial and other information, which would likely have a negative effect on the market price of our common stock.

We face the risk of product liability claims and might not be able to obtain insurance.

Our business exposes us to the risk of product liability claims that are inherent in the development of drugs and biotherapeutics. If the use of one or more of our or our collaborators' product candidates or approved drugs, if any, harms people, we might be subject to costly and damaging product liability claims brought against us by clinical trial participants, consumers, health care providers, pharmaceutical companies or others selling our products. Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of pharmaceutical products we develop. We expect to obtain clinical trial insurance for our product candidates prior to beginning clinical trials. We cannot predict all of the possible harms or side effects that might result and, therefore, the amount of insurance coverage we obtain, if any, in the future might not be adequate to cover all liabilities we might incur. We intend to expand our insurance coverage to include product liability insurance covering the sale of commercial products if we obtain marketing approval for our drug candidates in development, but we might be unable to obtain commercially reasonable product liability insurance for any products approved for marketing. If we are unable to obtain insurance at an acceptable cost or otherwise protect against potential product liability claims, we will be exposed to significant liabilities, which might materially and adversely affect our business and financial position. If we are sued for any injury allegedly caused by our or our collaborators' products, our liability could exceed our total assets and our ability to pay the liability. Any successful product liability claims or series of claims brought against us would decrease our cash and could cause the value of our common stock to decrease.

We might be exposed to liability claims associated with the use of hazardous materials and chemicals.

Our research, development and manufacturing activities and/or those of our third-party contractors might involve the controlled use of hazardous materials and chemicals. Although we will strive to have our safety procedures, and those of our contractors, for using, storing, handling and disposing of these materials comply with federal, state and local laws and regulations, we cannot completely eliminate the risk of accidental injury or contamination from these materials. In the event of such an accident, we could be held liable for any resulting damages, and any liability could materially adversely affect our business, financial condition and results of operations. In addition, the federal, state and local laws and regulations governing the use, manufacture, storage, handling and disposal of hazardous or radioactive materials and waste products might require us to incur substantial compliance costs that could materially adversely affect our business, financial condition and results of operations. We currently do not carry hazardous materials liability insurance. We intend to obtain such insurance in the future if necessary, but cannot give assurance that we could obtain such coverage.

Our employees may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements, which could result in significant liability for us and harm our reputation.

We are exposed to the risk of employee fraud or other misconduct, including intentional failure to:

- comply with FDA regulations or similar regulations of comparable foreign regulatory authorities;
- provide accurate information to the FDA or comparable foreign regulatory authorities;
- comply with federal and state healthcare fraud and abuse laws and regulations and similar laws and regulations established and enforced by comparable foreign regulatory authorities;
- comply with United States Foreign Corrupt Practices Act, or FCPA, the U.K. anti-bribery laws and other anti-bribery laws;
- report financial information or data accurately; or
- disclose unauthorized activities to us.

Employee misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions, delays in clinical trials, or serious harm to our reputation. We have adopted a code of conduct for our directors, officers and employees (the “Code of Conduct”), but it is not always possible to identify and deter employee misconduct. The precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could harm our business, results of operations, financial condition and cash flows, including through the imposition of significant fines or other sanctions.

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions, and other trade laws and regulations (collectively, “Trade Laws”). We can face serious consequences for violations.

Among other matters, Trade Laws prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors, and other partners from authorizing, promising, offering, providing, soliciting, or receiving directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities, and other organizations. We also expect our non-U.S. activities to increase in time. We engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations, and other regulatory approvals. We can be held liable for the corrupt or other illegal activities of our personnel, agents, or partners, even if we do not explicitly authorize or have prior knowledge of such activities.

We are establishing international operations and conducting clinical trials outside of the U.S. and a number of risks associated with international operations could materially and adversely affect our business.

We expect to be subject to a number of risks related with our international operations, many of which may be beyond our control. These risks include:

- different regulatory requirements for drug approvals in foreign countries;
- different standards of care in various countries that could complicate the evaluation of our product candidates;
- different U.S. and foreign drug import and export rules;
- different reimbursement systems and different competitive drugs indicated to treat the indication for which our product candidates are being developed;
- reduced protection for intellectual property rights in certain countries;
- unexpected changes in tariffs, trade barriers and regulatory requirements;
- compliance with the FCPA, and other anti-corruption and anti-bribery laws;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- foreign taxes, including withholding of payroll taxes;
- foreign currency fluctuations, which could result in increased operating expenses and reduced revenues, and other obligations incident to doing business in another country; and
- business interruptions resulting from geopolitical actions, including war and terrorism, or natural disasters.

Risks Related to Our Intellectual Property

Our business depends on protecting our intellectual property.

If we and our licensors IURTC and Therabiome do not obtain protection for our respective intellectual property rights, our competitors might be able to take advantage of our research and development efforts to develop competing drugs. Our success, competitive position and future revenues, if any, depend in part on our ability and the abilities of our licensors to obtain and maintain patent protection for our products, methods, processes and other technologies, to preserve our trade secrets, to prevent third parties from infringing on our proprietary rights and to operate without infringing the proprietary rights of third parties.

We seek to protect our proprietary position by filing patent applications in the U.S. and abroad related to our novel technologies and chemical and biological compositions that are important to our business. To date, although our licensors have filed patent applications, we do not own or have any rights to any issued patents that cover any of our product candidates, and we cannot be certain that we will secure any rights to any issued patents with claims that cover any of our proprietary product candidates and technologies. The patent prosecution process is expensive and time-consuming and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection.

The patent process also is subject to numerous risks and uncertainties, and there can be no assurance that we will be successful in protecting our products by obtaining and defending patents. These risks and uncertainties include the following:

- Any patent rights, if obtained, might be challenged, invalidated, or circumvented, or otherwise might not provide any competitive advantage;

- Our competitors, many of which have substantially greater resources than we do and many of which might make significant investments in competing technologies, might seek, or might already have obtained, patents that will limit, interfere with, or eliminate our ability to make, use, and sell our potential products either in the U.S. or in international markets;
- As a matter of public policy regarding worldwide health concerns, there might be significant pressure on the U.S. government and other international governmental bodies to limit the scope of patent protection both inside and outside the U.S. for disease treatments that prove successful; and
- Countries other than the U.S. might have patent laws that provide less protection than those governing U.S. courts, allowing foreign competitors the ability to exploit these laws to create, develop, and market competing products.

In addition, the U.S. Patent and Trademark Office and patent offices in other jurisdictions have often required that patent applications concerning pharmaceutical and/or biotechnology-related inventions be limited or narrowed substantially to cover only the specific innovations exemplified in the patent application, thereby limiting the scope of protection against competitive challenges. Thus, even if we or our licensors are able to obtain patents, the patents might be substantially narrower than anticipated.

Patent and other intellectual property protection is crucial to the success of our business and prospects, and there is a substantial risk that such protections, if obtained, will prove inadequate. Our business and prospects will be harmed if we fail to obtain these protections or they prove insufficient.

If we fail to comply with our obligations under our license agreements, we could lose rights to our product candidates or key technologies.

We have obtained rights to develop, market and sell some of our product candidates through intellectual property license agreements with third parties, including IURTC and Therabiome. These license agreements impose various diligence, milestone payment, royalty and other obligations on us. If we fail to comply with our obligations under our license agreements, we could lose some or all of our rights to develop, market and sell products covered by these licenses, and our ability to form collaborations or partnerships may be impaired. In addition, disputes may arise under our license agreements with third parties, which could prevent or impair our ability to maintain our current licensing arrangements on acceptable terms and to develop and commercialize the affected product candidates.

We may incur substantial costs as a result of litigation or other proceedings relating to patent and other intellectual property rights.

If we choose to go to court to stop another party from using the inventions claimed in any patents we obtain, that individual or company has the right to ask the court to rule that such patents are invalid or should not be enforced against that third party. These lawsuits are expensive and would consume time and resources and divert the attention of managerial and scientific personnel even if we were successful in stopping the infringement of such patents. There is a risk that the court will decide that such patents are not valid and that we do not have the right to stop the other party from using the inventions. There is also the risk that, even if the validity of such patents is upheld, the court will refuse to stop the other party on the ground that such other party's activities do not infringe our rights to such patents. If we were not successful in defending our intellectual property, our competitors could develop and market products based on our discoveries, which may reduce demand for our products.

We rely on trade secret protections through confidentiality agreements with our employees, customers and other parties, and the breach of these agreements could adversely affect our business and prospects.

We rely on trade secrets and proprietary know-how, which we seek to protect, in part, through confidentiality, invention, and non-disclosure agreements with our employees, scientific advisors, consultants, collaborators, suppliers, and other parties. There can be no assurance that these agreements will not be breached, that we would have adequate remedies for any such breach or that our trade secrets will not otherwise become known to or independently developed by our competitors. If any of these events occurs, or we otherwise lose protection for our trade secrets or proprietary know-how, the value of this information may be greatly reduced.

If our employees, or consultants breach their confidentiality obligations, to be able to enforce these confidentiality provisions, we would need to know of the breach and have sufficient funds to enforce the provisions. We cannot assure you that we would know of or be able to afford enforcement of any breach. In addition, such provisions are subject to state law and interpretation by courts, which could limit the scope and duration of these provisions. Any limitation on or non-enforcement of these confidentiality provisions could have an adverse effect on our business.

We may infringe the intellectual property rights of others, which may prevent or delay our product development efforts and stop us from commercializing or increase the costs of commercializing our product candidates.

Our success will depend in part on our ability to operate without infringing the proprietary rights of third parties. Our competitors may have filed, and may in the future file, patent applications covering products and technologies similar to ours. Any such patent application may have priority over our patent applications, which could further require us to obtain rights from third parties to issued patents covering such products and technologies. We cannot guarantee that the manufacture, use or marketing of any product candidates that we develop will not infringe third-party patents.

A third party may claim that we are using inventions covered by the third party's patent rights and may go to court to stop us from engaging in our normal operations and activities, including making or selling our product candidates. Patent litigation is costly and time consuming. We may not have sufficient resources to address these actions, and such actions could affect our results of operations and divert the attention of managerial and scientific personnel.

If a patent infringement suit were brought against us, we may be forced to stop or delay developing, manufacturing, or selling potential products that are claimed to infringe a third party's intellectual property, unless that third party grants us rights to use its intellectual property. In such cases, we may be required to obtain licenses to patents or proprietary rights of others in order to continue development, manufacture or sale of our products. If we are unable to obtain a license or develop or obtain non-infringing technology, or if we fail to defend an infringement action successfully, or if we are found to have infringed a valid patent, we may incur substantial monetary damages, encounter significant delays in bringing our product candidates to market and be precluded from manufacturing or selling our product candidates, any of which could harm our business significantly.

If our efforts to protect our proprietary technologies are not adequate, we may not be able to compete effectively in our market.

We rely upon a combination of patents, trade secret protection and contractual arrangements to protect the intellectual property related to our technologies. We will only be able to protect our products and proprietary information and technology by preventing unauthorized use by third parties to the extent that our patents, trade secrets, and contractual position allow us to do so. Any disclosure to or misappropriation by third parties of our trade secrets or confidential information could compromise our competitive position. Moreover, we may in the future be involved in legal or administrative proceedings involving our intellectual property initiated by third parties, and which proceedings can result in significant costs and commitment of management time and attention. As our product candidates continue in development, third parties may attempt to challenge the validity and enforceability of our patents and proprietary information and technologies.

We may in the future be involved in initiating legal or administrative proceedings involving the product candidates and intellectual property of our competitors. These proceedings can result in significant costs and commitment of management time and attention, and there can be no assurance that our efforts would be successful in preventing or limiting the ability of our competitors to market competing products.

Composition-of-matter patents relating to the API are generally considered to be the strongest form of intellectual property protection for pharmaceutical products, as such patents provide protection not limited to any one method of use. Method-of-use patents protect the use of a product for the specified method(s), and do not prevent a competitor from making and marketing a product that is identical to our product for an indication that is outside the scope of the patented method. We rely on a combination of these and other types of patents to protect our product candidates, and there can be no assurance that our intellectual property will create and sustain the competitive position of our product candidates.

Biotechnology and pharmaceutical product patents involve highly complex legal and scientific questions and can be uncertain. Any patent applications that we own or license may fail to result in issued patents. Even if patents do successfully issue from our applications, third parties may challenge their validity or enforceability, which may result in such patents being narrowed, invalidated, or held unenforceable. Even if our patents and patent applications are not challenged by third parties, those patents and patent applications may not prevent others from designing around our claims and may not otherwise adequately protect our product candidates. If the breadth or strength of protection provided by the patents and patent applications we hold with respect to our product candidates is threatened, competitors with significantly greater resources could threaten our ability to commercialize our product candidates. Discoveries are generally published in the scientific literature well after their actual development, and patent applications in the U.S. and other countries are typically not published until 18 months after filing, and in some cases are never published. Therefore, we cannot be certain that we or our licensors were the first to make the inventions claimed in our owned and licensed patents or patent applications, or that we or our licensors were the first to file for patent protection covering such inventions. Subject to meeting other requirements for patentability, for U.S. patent applications filed prior to March 16, 2013, the first to invent the claimed invention is entitled to receive patent protection for that invention while, outside the U.S., the first to file a patent application encompassing the invention is entitled to patent protection for the invention. The U.S. moved to a "first to file" system under the Leahy-Smith America Invents Act ("AIA"), effective March 16, 2013. The effects of this change and other elements of the AIA are currently unclear, as the U.S. Patent and Trademark Office ("USPTO"), is still implementing associated regulations, and the applicability of the AIA and associated regulations to our patents and patent applications have not been fully determined. This new system also includes new procedures for challenging issued patents and pending patent applications, which creates additional uncertainty. We may become involved in opposition or interference proceedings challenging our patents and patent applications or the patents and patent applications of others, and the outcome of any such proceedings are highly uncertain. An unfavorable outcome in any such proceedings could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology and compete directly with us, or result in our inability to manufacture, develop or commercialize our product candidates without infringing the patent rights of others.

In addition to the protection afforded by patents, we seek to rely on trade secret protection and confidentiality agreements to protect proprietary know-how, information, or technology that is not covered by our patents. Although our agreements require all of our employees to assign their inventions to us, and we require all of our employees, consultants, advisors and any third parties who have access to our trade secrets, proprietary know-how and other confidential information and technology to enter into appropriate confidentiality agreements, we cannot be certain that our trade secrets, proprietary know-how and other confidential information and technology will not be subject to unauthorized disclosure or that our competitors will not otherwise gain access to or independently develop substantially equivalent trade secrets, proprietary know-how and other information and technology. Furthermore, the laws of some foreign countries, in particular, China, where we anticipate increasing our activity and commercializing our product candidates, do not protect proprietary rights to the same extent or in the same manner as the laws of the U.S. As a result, we may encounter significant problems in protecting and defending our intellectual property globally. If we are unable to prevent unauthorized disclosure of our intellectual property related to our product candidates and technology to third parties, we may not be able to establish or maintain a competitive advantage in our market, which could materially adversely affect our business and operations.

Our reliance on third parties and agreements with collaboration partners requires us to share our trade secrets, which increases the possibility that a competitor may discover them or that our trade secrets will be misappropriated or disclosed.

Our reliance on third party contractors to develop and manufacture our product candidates is based upon agreements that limit the rights of the third parties to use or disclose our confidential information, including our trade secrets and know-how. Despite the contractual provisions, the need to share trade secrets and other confidential information increases the risk that such trade secrets and information are disclosed or used, even if unintentionally, in violation of these agreements. In the highly competitive markets in which our product candidates are expected to compete, protecting our trade secrets, including our strategies for addressing competing products, is imperative, and any unauthorized use or disclosure could impair our competitive position and may have a material adverse effect on our business and operations.

In addition, our collaboration partners is larger, more complex organizations than ours, and the risk of inadvertent disclosure of our proprietary information may be increased despite their internal procedures and contractual obligations in place with our collaboration partner. Despite our efforts to protect our trade secrets and other confidential information, a competitor's discovery of such trade secrets and information could impair our competitive position and have an adverse impact on our business.

We are developing an extensive worldwide patent portfolio. The cost of maintaining our patent protection is high and maintaining our patent protection requires continuous review and compliance in order to maintain worldwide patent protection. We may not be able to effectively maintain our intellectual property position throughout the major markets of the world.

The USPTO and foreign patent authorities require maintenance fees and payments as well as continued compliance with a number of procedural and documentary requirements. Noncompliance may result in abandonment or lapse of the subject patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Non-compliance may result in reduced royalty payments for lack of patent coverage in a particular jurisdiction from our collaboration partners or may result in competition, either of which could have a material adverse effect on our business.

We have made, and will continue to make, certain strategic decisions in balancing costs and the potential protection afforded by the patent laws of certain countries. As a result, we may not be able to prevent third parties from practicing our inventions in all countries throughout the world, or from selling or importing products made using our inventions in and into the U.S. or other countries. Third parties may use our technologies in territories in which we have not obtained patent protection to develop their own products and, further, may infringe our patents in territories which provide inadequate enforcement mechanisms, even if we have patent protection. Such third party products may compete with our product candidates, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

The laws of some foreign countries do not protect proprietary rights to the same extent as do the laws of the U.S., and we may encounter significant problems in securing and defending our intellectual property rights outside the U.S.

Many companies have encountered significant problems in protecting and defending intellectual property rights in certain countries. The legal systems of certain countries, particularly certain developing countries such as China, do not always favor the enforcement of patents, trade secrets, and other intellectual property rights, particularly those relating to pharmaceutical and biotechnology products, which could make it difficult for us to stop infringement of our patents, misappropriation of our trade secrets, or marketing of competing products in violation of our proprietary rights. In China, our intended establishment of significant operations will depend in substantial part on our ability to effectively enforce our intellectual property rights in that country. Proceedings to enforce our intellectual property rights in foreign countries could result in substantial costs and divert our efforts and attention from other aspects of our business, and could put our patents in these territories at risk of being invalidated or interpreted narrowly, or our patent applications at risk of not being granted, and could provoke third parties to assert claims against us. We may not prevail in all legal or other proceedings that we may initiate and, if we were to prevail, the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Intellectual property rights do not address all potential threats to any competitive advantage we may have.

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and intellectual property rights may not adequately protect our business or permit us to maintain our competitive advantage. The following examples are illustrative:

- Others may be able to make compounds that are the same as or similar to our current or future product candidates but that are not covered by the claims of the patents that we own or have exclusively licensed.
- We or any of our licensors or strategic partners might not have been the first to make the inventions covered by the issued patent or pending patent application that we own or have exclusively licensed.
- We or any of our licensors or strategic partners might not have been the first to file patent applications covering certain of our inventions.
- Others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights.
- The prosecution of our pending patent applications may not result in granted patents.

- Granted patents that we own or have exclusively licensed may not provide us with any competitive advantages, or may be held invalid or unenforceable, as a result of legal challenges by our competitors.
- Patent protection on our product candidates may expire before we are able to develop and commercialize the product, or before we are able to recover our investment in the product.
- Our competitors might conduct research and development activities in the U.S. and other countries that provide a safe harbor from patent infringement claims for such activities, as well as in countries in which we do not have patent rights, and may then use the information learned from such activities to develop competitive products for sale in markets where we intend to market our product candidates.

The existence of counterfeit pharmaceutical products in pharmaceutical markets may damage our brand and reputation and have a material adverse effect on our business, operations and prospects.

Counterfeit products, including counterfeit pharmaceutical products, are a significant problem, particularly in China. Counterfeit pharmaceuticals are products sold or used for research under the same or similar names, or similar mechanism of action or product class, but which are sold without proper licenses or approvals. Such products may be used for indications or purposes that are not recommended or approved or for which there is no data or inadequate data with regard to safety or efficacy. Such products divert sales from genuine products, often are of lower cost, often are of lower quality (having different ingredients or formulations, for example), and have the potential to damage the reputation for quality and effectiveness of the genuine product. If counterfeit pharmaceuticals illegally sold or used for research result in adverse events or side effects to consumers, we may be associated with any negative publicity resulting from such incidents. Consumers may buy counterfeit pharmaceuticals that are in direct competition with our pharmaceuticals, which could have an adverse impact on our revenues, business and results of operations. In addition, the use of counterfeit products could be used in non-clinical or clinical studies, or could otherwise produce undesirable side effects or adverse events that may be attributed to our products as well, which could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in the delay or denial of regulatory approval by the FDA or other regulatory authorities and potential product liability claims. With respect to China, although the government has recently been increasingly active in policing counterfeit pharmaceuticals, there is not yet an effective counterfeit pharmaceutical regulation control and enforcement system in China. As a result, we may not be able to prevent third parties from selling or purporting to sell our products in China. The proliferation of counterfeit pharmaceuticals has grown in recent years and may continue to grow in the future. The existence of and any increase in the sales and production of counterfeit pharmaceuticals, or the technological capabilities of counterfeiters, could negatively impact our revenues, brand reputation, business and results of operations.

Risks Related to Our Common Stock

We might not be able to maintain the listing of our common stock on The NASDAQ Capital Market.

Our common stock is listed on The NASDAQ Capital Market under the symbol “ASMB.” We might not be able to maintain the listing standards of that exchange. If we fail to maintain the listing requirements, our common stock might trade on the OTC Bulletin Board or in the “pink sheets” maintained by Pink OTC Markets, Inc. These alternative markets are generally considered to be markets that are less efficient and less broad than The NASDAQ Capital Market. A delisting of our common stock from The NASDAQ Capital Market and our inability to list the stock on another national securities exchange could negatively impact us by: (i) reducing the liquidity and market price of our common stock; (ii) reducing the number of investors willing to hold or acquire our common stock, which could negatively impact our ability to raise equity financing; (iii) limiting our ability to use a registration statement to offer and sell freely tradable securities, thereby preventing us from accessing the public capital markets and (iv) impairing our ability to provide equity incentives to our employees.

The price of our common stock might fluctuate significantly, and you could lose all or part of your investment.

Since we went public on December 22, 2010 and through February 24, 2017, the closing price of our common stock has fluctuated between \$4.30 and \$105.30 (after giving effect to the 1-for-5 reverse stock split effected on July 11, 2014). Continued volatility in the market price of our common stock might prevent a stockholder from being able to sell shares of our common stock at or above the price paid for such shares. The trading price of our common stock might be volatile and subject to wide price fluctuations in response to various factors, including:

- the progress, results and timing of our clinical trials and nonclinical studies and other studies involving our product candidates;
- success or failure of our product candidates;
- the receipt or loss of required regulatory approvals for our product candidates;
- availability of capital;
- future issuances by us of our common stock or securities exercisable for or convertible into common stock;
- sale of shares of our common stock by our significant stockholders or members of our management;
- additions or departures of key personnel;
- investor perceptions of us and the pharmaceutical industry;
- issuance of new or changed securities analysts’ reports or recommendations, or the announcement of any changes to our credit rating;
- introduction of new products or announcements of significant contracts, acquisitions or capital commitments by us or our competitors;
- threatened or actual litigation and government investigations;
- legislative, political or regulatory developments;
- the overall performance of the equity markets;
- actual or anticipated fluctuations in our quarterly financial and operating results;
- general economic conditions;
- changes in interest rates; and
- changes in accounting standards, policies, guidance, interpretations or principles.

These and other factors might cause the market price of our common stock to fluctuate substantially, which might limit or prevent investors from readily selling their shares of our common stock and might otherwise negatively affect the liquidity of our common stock. In addition, in recent years, the stock market has experienced significant price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies across many industries. The changes frequently appear to occur without regard to the operating performance of the affected companies. Accordingly, the price of our common stock could fluctuate based upon factors that have little or nothing to do with our company, and these fluctuations could materially reduce our share price.

Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

At February 24, 2017, our executive officers, directors and one of our founders beneficially owned approximately 17.1% of our outstanding voting common stock, and this group together with other stockholders holding beneficially 5% or more of our outstanding voting common stock, owned approximately 60.0% of our outstanding voting common stock. Therefore, these stockholders, if acting together, have the ability to influence us through their ownership position. These stockholders may be able to determine the outcome of certain significant matters requiring stockholder approval. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may feel are in your best interest as one of our stockholders.

Our ability to use our net operating loss and credit carryforwards to offset future taxable income may be subject to certain limitations.

At December 31, 2016, the Company had potentially utilizable gross Federal net operating loss carryforwards of approximately \$146.5 million, State net operating loss carry-forwards of approximately \$174.0 million and research and development credit carry forward of approximately \$4.0 million, all of which expire between 2027 and 2036. Our ability to utilize our net operating loss and credit carryforwards is dependent upon our ability to generate taxable income in future periods and may be limited due to restrictions imposed on utilization of net operating loss and credit carryforwards under federal and state laws upon a change in ownership.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, a corporation that undergoes an “ownership change,” is subject to limitations on its ability to use its pre-change net operating loss carryforwards, or NOLs, and other pre-change tax attributes (such as research tax credits) to offset its post-change income or taxes. For these purposes, an ownership change generally occurs where the equity ownership of one or more stockholders or groups of stockholders who owns at least 5% of a corporation’s stock increases its ownership by more than 50 percentage points over its lowest ownership percentage within a three year period (calculate on a rolling basis). We may have experienced such ownership changes in the past, and we may experience ownership changes in the future, some of which are outside the Company’s control. These ownership changes may subject our existing net operating losses or credits to substantial limitations under Sections 382 and 383. Accordingly, we may not be able to utilize a material portion of our net operating losses or credits. Limitations on our ability to utilize our net operating losses to offset U.S. federal taxable income could potentially result in increased future tax liability to us. In addition, at the state level, there may be periods during which the use of net operating losses is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Because U.S. federal net operating losses generally may be carried forward for up to 20 years, the annual limitation may effectively provide a cap on the cumulative amount of pre-ownership change losses, including certain recognized built-in losses that may be utilized. Such pre-ownership change losses in excess of the cap may be lost. In addition, if an ownership change were to occur, it is possible that the limitations imposed on our ability to use pre-ownership change losses and certain recognized built-in losses could cause a net increase in our U.S. federal income tax liability and require U.S. federal income taxes to be paid earlier than otherwise would be paid if such limitations were not in effect. Further, if for financial reporting purposes the amount or value of these deferred tax assets is reduced, such reduction would have a negative impact on the book value of our common stock.

We do not intend to pay dividends for the foreseeable future and our stock may not appreciate in value.

We currently intend to retain our future earnings, if any, to finance the operation and growth of our business and do not expect to pay any cash dividends in the foreseeable future. As a result, the success of an investment in shares of our common stock will depend upon any future appreciation in its value. There is no guarantee that shares of our common stock will appreciate in value or that the price at which our stockholders have purchased their shares will be able to be maintained.

The requirements of being a public company add to our operating costs and might strain our resources and distract our management.

As a public company, we face increased legal, accounting, administrative and other costs and expenses not faced by private companies. We are subject to the reporting requirements of the Securities Exchange Act of 1934, which requires that we file annual, quarterly and current reports with respect to our business and financial condition, and the rules and regulations implemented by the SEC, the Sarbanes-Oxley Act, and The NASDAQ Capital Market, each of which imposes additional reporting and other obligations on public companies. These rules and regulations increase our legal and financial compliance costs and make some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. Complying with these requirements might divert management’s attention from other business concerns, which could have a material adverse effect on our prospects, business, and financial condition.

Additionally, the expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. These increased costs will require us to divert a significant amount of money that we could otherwise use to develop our product candidates or otherwise expand our business. If we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

Several provisions of the Delaware General Corporation Law and our Amended and Restated Certificate of Incorporation and Bylaws could discourage, delay or prevent a merger or acquisition, which could adversely affect the market price of our securities.

Several provisions of the Delaware General Corporation Law and our Amended and Restated Certificate of Incorporation and Bylaws could discourage, delay or prevent a merger or acquisition that stockholders may consider favorable, and the market price of our securities could be reduced as a result. These provisions may include:

- prohibiting us from engaging in a “business combination” with an “interested stockholder” for a period of three years after the date of the transaction in which the person became an interested stockholder unless certain provisions are met;
- prohibiting cumulative voting in the election of directors;
- limiting the persons who may call special meetings of stockholders; and
- establishing advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted on by stockholders at stockholder meetings.

If securities analysts downgrade our stock or cease coverage of us, the price of our stock could decline.

The trading market for our common stock relies in part on the research and reports that industry or financial analysts publish about us or our business. Currently, two financial analysts publish reports about us and our business. We do not control these or any other analysts. Furthermore, there are many large, well-established, publicly traded companies active in our industry and market, which may mean that it is less likely that we will receive widespread analyst coverage. If any of the analysts who cover us downgrade our stock, our stock price would likely decline rapidly. If these analysts cease coverage of our company, we could lose visibility in the market, which in turn could cause our stock price to decline.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

We lease office space for corporate and administrative functions in Carmel, IN under a lease agreement with a monthly lease payment of approximately \$5,958 that expires in June 2021. The leased location in Carmel, IN support both the HBV-cure and Microbiome programs.

The Company leases office and laboratory space in San Francisco, CA under a sublease that expires in December 2017 unless we request a six month extension by October 2, 2017. The leased location in San Francisco, CA supports both the HBV-cure and Microbiome programs. Research activities for the HBV-Cure program are also being conducted at laboratory space leased from Indiana University at Bloomington, IN that expires in December 2017, but will automatically renew for successive one year periods unless either party delivers notice of termination 180 days prior to the expiration date. Research activities for the Microbiome program are also being conducted at office and laboratory space leased from the University of Florida Research Foundation in Alachua, FL that expires in May 2017.

We believe these leased facilities are adequate for our current needs and that additional space will be available in the future on commercially reasonable terms as needed.

Item 3. Legal Proceedings

We are not a party to any material legal proceedings at this time. From time to time, we may be subject to various legal proceedings and claims that arise in the ordinary course of our business activities. Although the results of litigation and claims cannot be predicted with certainty, we do not believe we are party to any claim or litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our business. Regardless of the outcome, litigation can have an adverse effect on us because of defense and settlement costs, diversion of management resources and other factors.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information for Common Stock

Our common stock is traded under the symbol "ASMB" and is quoted on the NASDAQ Capital Market. The following table sets forth the high and low sales prices for shares of our common stock, as reported by NASDAQ for the periods indicated (after giving effect to the 1-for-5 reverse stock split effected on July 11, 2014).

	2016		2015	
	High	Low	High	Low
First quarter	\$ 7.50	\$ 4.33	\$ 17.00	\$ 7.25
Second quarter	\$ 6.67	\$ 4.60	\$ 20.50	\$ 12.08
Third quarter	\$ 8.30	\$ 5.15	\$ 19.91	\$ 9.22
Fourth quarter	\$ 14.50	\$ 7.25	\$ 11.49	\$ 7.22

On February 24, 2017, the closing price for the common stock as reported on the NASDAQ Capital Market was \$21.06.

Holders of Record

As of February 24, 2017, there were 101 stockholders of record, which excludes stockholders whose shares were held in nominee or street name by brokers.

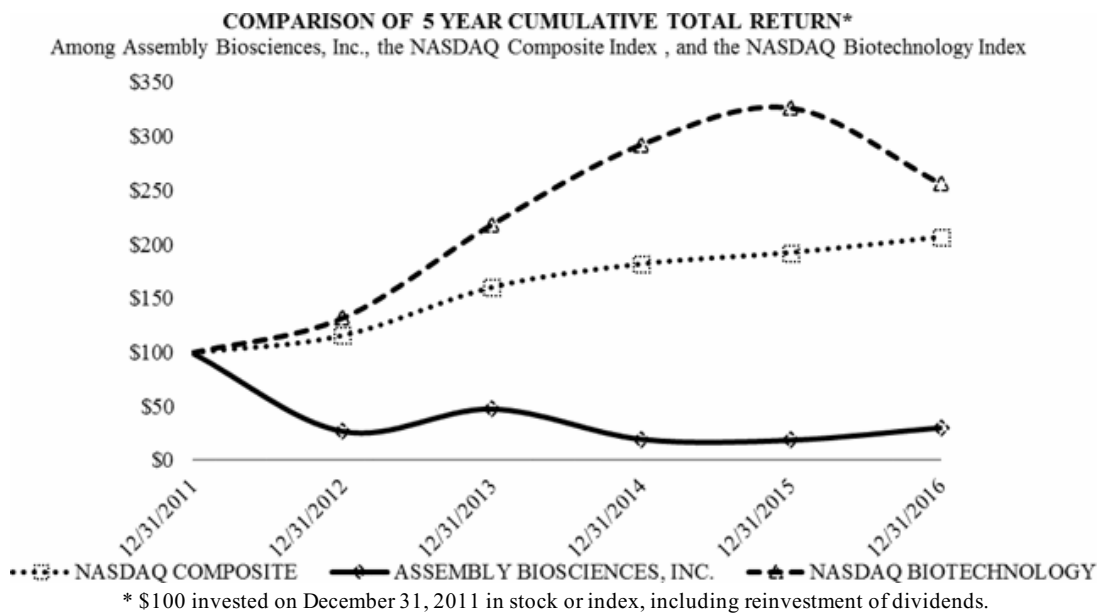
Dividends

We currently do not plan to declare dividends on shares of our common stock in the foreseeable future. We expect to retain our future earnings, if any, for use in the operation and expansion of our business.

Comparative Stock Performance Graph

The information included under the heading “Comparative Stock Performance Graph” in this Item 5 of Part II of this Form 10-K shall not be deemed to be “soliciting material” or subject to Regulation 14A or 14C, shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act.

Set forth below is a graph comparing the total cumulative returns of our common stock, the NASDAQ Composite Index and the NASDAQ Biotechnology Index. The graph assumes \$100 was invested in our common stock and each of the indices on December 31, 2011 and that all dividends, if any, are reinvested.



	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016
Assembly Biosciences, Inc.	100.00	26.97	47.69	19.63	18.75	30.34
NASDAQ Composite	100.00	115.91	160.32	181.80	192.21	206.63
NASDAQ Biotechnology	100.00	132.14	218.74	292.72	326.51	256.60

Equity Compensation Plans

The following table sets forth the indicated information as of December 31, 2016 with respect to our equity compensation plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights (a)	Weighted average exercise price of outstanding options, warrants, and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by our stockholders:			
2014 Stock Incentive Plan (*)	3,132,641	\$ 7.76	966,571
2010 Equity Incentive Plan	702,959	\$ 7.98	-
Options assumed in Assembly Pharmaceuticals Merger	621,651	\$ 2.22	-
Equity compensation plans not approved by our stockholders:			
Consultant Warrants	16,909	\$ 30.81	-
Total	<u>4,474,160</u>		<u>966,571</u>

(*) 2014 Stock Incentive Plan shares available includes 32,501 shares of common stock forfeited under the 2010 Equity Incentive Plan on or after June 2, 2016.

Our equity compensation plans consist of the Amended and Restated 2014 Stock Incentive Plan, or 2014 Plan, and 2010 Equity Incentive Plan, or 2010 Plan, which were approved by our stockholders. Effective on June 2, 2016, the 2010 Plan was frozen and no further grants will be made under the 2010 Plan. Shares that are forfeited under the 2010 Plan on or after June 2, 2016 will become available for issuance under the 2014 Plan.

Our outstanding equity compensation arrangements that have not been approved by our stockholders consist of warrants to purchase shares of our common stock issued to two consultants.

Shelf Registration

On December 30, 2015, we filed a registration statement on Form S-3 with the SEC using a “shelf” registration process, file number 333-208806, which became effective January 19, 2016. Under this shelf registration process, we may from time to time sell any combination of the securities described in the registration statement in one or more offerings for an aggregate offering price of up to \$150,000,000. The amount to be registered under the shelf registration consists of up to \$150,000,000 of an indeterminate amount of common stock, preferred stock, debt securities, warrants and/or units. There is also being registered under the shelf registration a currently indeterminate number of (i) shares of common stock or other securities of ours as may be issued upon conversion of, or in exchange for, convertible or exchangeable debt securities and/or preferred stock registered under the registration statement, or (ii) shares of preferred stock, common stock, debt securities or units as may be issued upon exercise of warrants registered by the registration statement, as the case may be. We have not issued any securities under this registration statement.

Recent Sales of Unregistered Securities

There were no unregistered sales of equity securities in 2016.

Item 6. Selected Financial Data

The following selected Balance Sheet data for the years ended December 31, 2016 and 2015 and the Statement of Operations data for the years ended December 31, 2016, 2015 and 2014 should be read in conjunction with Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in conjunction with the consolidated financial statements, related notes and other financial information included elsewhere in this Annual Report. The selected consolidated results of operation data for the years ended December 31, 2013 and 2012 and the balance sheet data for the years ended December 31, 2014, 2013 and 2012 have been derived from audited financial statements not included herein. Our historical results are not necessarily indicative of the results to be expected in the future.

	December 31,				
	2016	2015	2014	2013	2012
<i>(In thousands)</i>					
Balance Sheet Data:					
Total assets	\$ 98,119	\$ 133,744	\$ 71,225	\$ 27,132	\$ 20,556
Total stockholders’ equity	79,878	118,742	58,571	24,494	17,810
Statement of Operations Data:					
Operating expenses	\$ 45,278	\$ 29,656	\$ 23,956	\$ 19,605	\$ 24,855
Loss from operations	(45,278)	(29,656)	(23,956)	(19,605)	(24,855)
Interest income	1,539	1,229	167	201	65
Realized loss from marketable securities	(1,140)	(27)	-	-	-
Loss before income taxes	(44,879)	(28,454)	(23,789)	(19,404)	(24,790)
Income tax benefit	617	-	-	-	-
Net loss	<u>\$ (44,262)</u>	<u>\$ (28,454)</u>	<u>\$ (23,789)</u>	<u>\$ (19,404)</u>	<u>\$ (24,790)</u>
Unrealized loss recognized in accumulated other comprehensive loss before reclassification, net of tax benefit	(482)	(849)	-	-	-
Reclassification adjustment of unrealized loss included in net loss, net of tax expense	703	27	-	-	-
Loss per Shares Data:					
Basic and dilutive loss per share data	<u>\$ (2.57)</u>	<u>\$ (1.81)</u>	<u>\$ (3.40)</u>	<u>\$ (5.00)</u>	<u>\$ (9.74)</u>

The increase in total assets from approximately \$27.1 million as of December 31, 2013 to approximately \$71.2 million as of December 31, 2014 was primarily due to the merger with Assembly Pharmaceuticals, Inc. in July 2014 and a capital raise of \$15.0 million in net proceeds on October 6, 2014. The increase in total assets from approximately \$71.2 million as of December 31, 2014 to approximately \$118.7 million as of December 31, 2015 was primarily due to a capital raise of approximately \$81.0 million in net proceeds to us. We did not engage in any financing activities in 2016; accordingly, total assets as of December 31, 2016 declined to approximately \$98.0 million. Since 2013, our operating expenses have increased primarily due to increases in research and development activities. See, Part II, Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for a discussion on results of operations and financing activities since 2014.

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operation

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes thereto and other financial information appearing elsewhere in this Form 10-K. The following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those expressed or implied in any forward-looking statements as a result of various factors, including those set forth in this Form 10-K under “Item 1A. Risk Factors.”

Overview

We are a biotechnology company advancing two innovative platform programs: a new class of oral therapeutics for the treatment of hepatitis B virus (HBV) infection and novel class of oral synthetic live biotherapeutics, which are designed to restore health to a dysbiotic microbiome. The company’s HBV-cure program is aimed at increasing the current low cure rate for patients with HBV and is pursuing multiple drug candidates that inhibit multiple steps of the HBV lifecycle. Assembly has discovered several novel core protein Allosteric Modulators (CpAMs), which are small molecules that directly target and allosterically modulate Hbc protein. The lead product candidate from this platform, ABI-H0731, has completed a Phase 1a human clinical trial, with the Phase 1b/2a portion of the trial expected to commence in the second quarter of 2017. The company’s Microbiome program consists of a fully integrated platform that includes a disease targeted strain identification and selection process, methods for strain isolation and growth under cGMP conditions, and a patent pending delivery system, that we call GEMICEL[®], which allows for targeted oral delivery of live biologic and conventional therapies to the lower gastrointestinal, or GI tract. The lead product candidate from this platform, ABI-M101 is in development for the treatment of *clostridium difficile* infections (CDI). Using its microbiome platform, the Company is developing additional product candidates.

On July 11, 2014, Assembly Biosciences merged with a private company Assembly Pharmaceuticals, Inc. (the Merger). The Merger resulted in a shift in strategic focus, the addition of a new lead drug development program, and changes in personnel. In connection with the Merger, our Board of Directors and stockholders approved a 1-for-5 reverse stock split of our common stock. The reverse stock split became effective on July 11, 2014. All share and per share amounts in the consolidated financial statements and notes thereto have been retroactively adjusted for all periods presented to give effect to this reverse stock split, including reclassifying an amount equal to the reduction in par value of common stock to the additional paid-in capital. In connection with the Merger, the shares of common stock issued and outstanding of Assembly Pharmaceuticals, Inc. were converted into an aggregate of 4,008,848 shares of our common stock. Also pursuant to the terms of the Merger, the outstanding options to purchase shares of Assembly Pharmaceuticals, Inc.'s common stock were assumed by us and became exercisable for an aggregate of 621,651 shares of our common stock. Effective upon the consummation of the Merger, Assembly Acquisition, Inc., our wholly owned subsidiary, Merger Sub was merged with and into Assembly Pharmaceuticals, Inc., with Assembly Pharmaceuticals, Inc. being the surviving entity and becoming our wholly owned subsidiary.

We accounted for the acquisition of Assembly Pharmaceuticals, Inc. as a business combination under Accounting Standards Codification (ASC) 805 with Ventrus Biosciences, Inc. as the accounting acquirer. We determined Ventrus Biosciences, Inc. was the accounting acquirer in accordance with ASC 805-10-25-5 as Ventrus Biosciences, Inc. gained control of Assembly Pharmaceuticals, Inc. upon completion of the Merger. To make this determination, we considered factors as indicated in ASC 805-10-55, including which entity issued equity interest to effect the combination, board of directors' composition, shareholder ownership, voting control, restrictions on shareholder voting rights, anticipated management positions and the relative size of the two companies.

We have not derived any revenue from product sales to date as we currently have no approved products. Our clinical strategy for the HBV product candidates encompasses testing CpAMs as a monotherapy, as required by regulatory agencies, to demonstrate their antiviral activity. Thereafter, all subsequent clinical trials in patients are anticipated to be in combination with other classes of HBV therapies. We completed nonclinical studies on our lead HBV product candidate, ABI-H0731, and initiated a combined Phase 1a/1b trial in November 2016. In February 2017, we completed the Phase 1a dose ranging portion of the trial, in which we assessed the safety, tolerability and pharmacokinetics of ABI-H0731 at trial sites in New Zealand in 48 healthy volunteers. We plan to amend the trial protocol in order to characterize the next portion of the trial as a Phase 1b/2a clinical trial and initiate that portion of the trial at sites outside the United States in the second quarter of 2017. We expect that the Phase 1b/2a portion of the trial will assess the safety, tolerability and pharmacokinetics, as well as preliminary antiviral efficacy, of ABI-H0731 in patients with chronic HBV infection and will evaluate ABI-H0731 as monotherapy and in combination with other approved therapies during 28 days of dosing. We expect longer-term Phase 2 clinical trials to initiate in 2018, which will assess the impact of combination regimens with other classes of therapy on antiviral activity, surrogate markers of cccDNA and potential cure rates. We plan to complete our IND enabling studies of ABI-M101, our lead microbiome product candidate, in 2017 and initiate a Phase 1b in the second half of 2017 in CDI patients who have relapsed after two or three standard antibiotic regimens. Once a product has been developed, it will need to be approved for sale by the U.S. Food and Drug Administration (FDA) or applicable foreign regulatory agency before it can be commercialized. Since inception, our operations have been financed primarily through the sale of equity securities, the proceeds from the exercise of warrants and stock options and issuance of debt. We have incurred losses from operations and negative cash flows from operating activities since inception and expect to continue to incur substantial losses for the next several years as we continue our product development efforts. Management believes we currently have sufficient funds to meet our operational requirements for at least the next twelve months. If we cannot generate significant cash from our operations, we intend to obtain any additional funding we require through strategic relationships, public or private equity or debt financings, grants or other arrangements. We cannot assure such funding will be available on reasonable terms, if at all.

We currently have administrative offices in Carmel, Indiana and we lease office and laboratory space in San Francisco, California under a sublease that expires in December 2017. The leased location in San Francisco, California supports both the HBV-Cure cure and Microbiome programs. Research activities for the HBV-cure program are also being conducted at laboratory space leased from Indiana University at Bloomington, IN that expires in December 2017. Research activities for the Microbiome program are also being conducted at office and laboratory space leased from the University of Florida Research Foundation in Alachua, FL that expires in May 2017. Research activities for the HBV program are also being conducted at Indiana University at Bloomington, under the direction of Adam Zlotnick, PhD, Assembly co-founder and head of our HBV Scientific Advisory Board.

Since Assembly's inception, we have had no revenue from product sales, and have funded our operations principally through debt financings prior to our initial public offering in 2010 and through equity financings since then. Our operations to date have been primarily limited to organizing and staffing our company, licensing our product candidates, discovering and developing our product candidates, establishing initial manufacturing capabilities for our product candidates, maintaining and improving our patent portfolio and raising capital. We have generated significant losses to date, and we expect to continue to generate losses as we continue to develop our product candidates. As of December 31, 2016, we had an accumulated deficit of approximately \$208.2 million. Because we do not generate revenue from any of our product candidates, our losses will continue as we further develop and seek regulatory approval for, and commercialize, our product candidates. As a result, our operating losses are likely to be substantial over the next several years as we continue the development of our product candidates and thereafter if none is approved or successfully launched. We are unable to predict the extent of any future losses or when we will become profitable, if at all.

Financial Operations Overview

Research and Development Expense

Research and development expenses consist primarily of costs incurred for our research activities, including our drug discovery efforts, target validation, lead optimization and the development of our product candidates, which include:

- employee-related expenses including salaries, benefits, and stock-based compensation expense;
- expenses incurred under agreements with third parties, including contract research organizations, or CROs, that conduct research and development, nonclinical and clinical activities on our behalf and the cost of consultants;
- the cost of lab supplies and acquiring, developing, and manufacturing nonclinical study materials; and
- facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, and other operating costs.

Research and development costs are expensed as incurred. Nonrefundable advance payments for goods or services to be received in the future for use in research and development activities are deferred and capitalized. The capitalized amounts are expensed as the related goods are delivered or the services are performed.

We use our employee and infrastructure resources across multiple research and development programs, and we allocate internal employee-related and infrastructure costs, as well as certain third party costs, to each of our programs based on the personnel resources allocated to such program. Our research and development expenses, by major program, are outlined in the table below:

	Year Ended December 31,		
	2016	2015	2014
HBV	\$ 20,024,898	\$ 10,810,517	\$ 2,536,378
Microbiome	10,015,153	4,296,309	1,559,136
Diltiazem	-	(6,621)	3,913,887
Other	27,748	-	-
Stock-based compensation	3,025,178	3,257,732	2,707,336
Total	\$ 33,092,977	\$ 18,357,937	\$ 10,716,737

Diltiazem was a prior product candidate that the Company is no longer developing. Since the Merger in July 2014, the HBV platform and Microbiome platform are the sole focus of our company.

The successful discovery and development of our product candidates is highly uncertain. As such, at this time, we cannot reasonably estimate, or know the nature, timing and estimated costs, of the efforts that will be necessary to complete the remainder of their development. We are also unable to predict when, if ever, material net cash inflows will commence from our product candidates. This is due to the numerous risks and uncertainties associated with developing medicines, including the uncertainty of:

- the timing, progress and success of our Phase 1 clinical development of ABI-H0731 and our nonclinical and planned clinical development activities for other product candidates we may identify in each of the HBV and microbiome programs;
- establishing an appropriate safety profile with IND-enabling toxicology studies sufficient to advance additional product candidates into clinical development;
- successful enrollment in, and completion of, clinical trials;
- receipt of marketing approvals from applicable regulatory authorities;
- establishing internal commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- launching commercial sales of the products, if and when approved, whether alone or in collaboration with others; and
- maintaining a continued acceptable safety profile of the products following approval and wide use.

A change in the outcome of any of these variables with respect to the development of any of our product candidates would significantly change the costs and timing associated with the development of that product candidate.

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect research and development costs to increase significantly for the foreseeable future as our product candidate development programs progress. However, we do not believe that it is possible at this time to accurately project total program-specific expenses through commercialization. There are numerous factors associated with the successful commercialization of any of our product candidates, including future trial design and various regulatory requirements, many of which cannot be determined with accuracy at this time based on our stage of development. Additionally, future commercial and regulatory factors beyond our control will impact our clinical development programs and plans.

General and administrative expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation, for personnel in executive, finance, accounting, business development, legal and human resources functions. Other significant costs include facility costs not otherwise included in research and development expenses, legal fees relating to patent and corporate matters and fees for accounting and consulting services.

We anticipate that our general and administrative expenses will increase in the future to support continued research and development activities, potential commercialization of our product candidates and increased costs of operating as a public company. These increases will likely include increased costs related to the hiring of additional personnel and fees to outside consultants, lawyers and accountants, among other expenses. Additionally, we anticipate increased costs associated with being a public company including expenses related to services associated with maintaining compliance with exchange listing and SEC requirements, insurance, and investor relations costs.

Interest income

Interest income consists of interest earned on our cash and cash equivalents and available-for-sale securities.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which we have prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting periods. On an ongoing basis, we evaluate our estimates and judgments, including those described in greater detail below. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K, we believe that the following accounting policies are the most critical to aid you in fully understanding and evaluating our financial condition and results of operations.

Marketable Securities

We have designated marketable securities as of December 31, 2016 as available-for-sale securities and measure these securities at their respective fair values. Marketable securities are classified as short-term or long-term based on the maturity date and their availability to meet current operating requirements. Marketable securities that mature in one year or less are classified as short-term available-for-sale securities and are reported as a component of current assets. Marketable securities that are not considered available for use in current operations are classified as long-term available-for-sale securities and are reported as a component of long-term assets.

Securities that are classified as available-for-sale are measured at fair value with temporary unrealized gains and losses reported in other comprehensive loss, and as a component of stockholders' equity until their disposition. We review all available-for-sale securities at each period end to determine if they remain available-for-sale based on then current intent and ability to sell the security if it is required to do so. The cost of securities sold is based on the specific identification method.

Marketable securities are subject to a periodic impairment review. We may recognize an impairment charge when a decline in the fair value of investments below the cost basis is determined to be other-than-temporary. There were no marketable securities deemed to be impaired as of December 31, 2016 or 2015.

Goodwill and Other Intangible Assets

Goodwill is the excess of purchase price over the fair value of identified net assets of businesses acquired. Our intangible assets with an indefinite life are related to in-process research and development ("IPR&D") programs acquired in the Merger, as we expect future research and development on these programs to provide us with substantial benefit for a period that extends beyond the foreseeable horizon. Intangible assets with indefinite useful lives are measured at their respective fair values as of the acquisition date. We do not amortize goodwill and intangible assets with indefinite useful lives. Intangible assets related to IPR&D projects are considered to be indefinite lived until the completion or abandonment of the associated R&D efforts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets would be deemed finite lived and would then be amortized based on their respective estimated useful lives at that point in time.

We review goodwill and indefinite-lived intangible assets at least annually for possible impairment. Goodwill and indefinite-lived intangible assets are reviewed for possible impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit or the indefinite-lived intangible assets below their carrying values. We test goodwill and indefinite-lived intangible assets each year on October 1. We review the carrying value of goodwill utilizing a market value approach which was based upon the closing price of our stock price as of the beginning of the 4th quarter. As of October 1, 2016 and 2015, the fair value of our reporting unit was in excess of carrying value for all scenarios that were tested and goodwill was not deemed to be impaired.

On October 1, 2016, we performed a qualitative assessment of IPR&D. As of October 1, 2015, we utilized a discounted probable future cash flow model to value acquired IPR&D. Significant assumptions used in the model include the period in which material net cash inflows are expected to commence, anticipated material changes from historical pricing, margins and expense levels and an appropriate risk adjusted discount rate applied to the estimated cash flows. As of October 1, 2016 and 2015, IPR&D was not deemed to be impaired.

Accrued Research and Development Expenses

As part of the process of preparing our consolidated financial statements, we are required to estimate our accrued expenses. This process involves reviewing quotations and contracts, identifying services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. The majority of our service providers invoice us monthly in arrears for services performed or when contractual milestones are met. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time.

Impairment of Long-lived Assets

We monitor the carrying value of long-lived assets for potential impairment and test the recoverability of such assets whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. If a change in circumstance occurs, we perform a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, we will determine whether impairment has occurred for the group of assets for which we can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, we measure any impairment by comparing the fair value of the asset or asset group to its carrying value. There were no indicators of impairment of long-lived assets during the years ended December 31, 2016 and 2015.

Fair Value Measurements

We follow accounting guidance on fair value measurements for financial instruments measured on a recurring basis, as well as for certain assets and liabilities that are initially recorded at their estimated fair values. Fair value is defined as the exit price, or the amount that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. We use the following three-level hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs to value our financial instruments:

Level 1: Observable inputs such as unadjusted quoted prices in active markets for identical instruments.

Level 2: Quoted prices for similar instruments that are directly or indirectly observable in the marketplace.

Level 3: Significant unobservable inputs which are supported by little or no market activity and that are financial instruments whose values are determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant judgment or estimation.

Financial instruments measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires us to make judgments and consider factors specific to the asset or liability. The use of different assumptions and/or estimation methodologies may have a material effect on estimated fair values. Accordingly, the fair value estimates disclosed or initial amounts recorded may not be indicative of the amount that we or holders of the instruments could realize in a current market exchange.

The carrying amounts of cash equivalents and marketable securities approximate their fair value based upon quoted market prices. Certain of our financial instruments are not measured at fair value on a recurring basis, but are recorded at amounts that approximate their fair value due to their liquid or short-term nature, such as cash, accounts receivable, accounts payable and accrued expenses.

Stock-Based Compensation

We apply the fair value recognition provisions of Financial Accounting Standards Board (FASB) ASC Topic 718, *Compensation-Stock Compensation*, which we refer to as ASC 718, to account for stock-based compensation. We recognize stock-based compensation expense related to stock options granted to employees and directors for their services on the Board of Directors based on the estimated fair value of each stock option on the date of grant, net of estimated forfeitures, using the Black-Scholes option-pricing model. The grant date fair value of awards subject to service-based vesting, net of estimated forfeitures, is recognized on a straight-line basis over the requisite service period, which is generally the vesting period of the respective awards. In accordance with the ASC 718, stock options subject to both performance- and service-based vesting conditions are recognized using an accelerated recognition model if achievement of the performance requirements is considered to be probable.

We account for stock options granted to non-employees, which primarily consist of consultants and members of our scientific advisory board, using the fair value method. Stock options granted to non-employees are subject to periodic revaluation over their vesting terms and stock-based compensation expense is recognized using an accelerated recognition model.

We use the Black-Scholes option pricing model to estimate the fair value of stock option awards using various assumptions that require management to apply judgment and make estimates, including:

- the expected term of the stock option award, which we calculate using the simplified method, as prescribed by the Securities and Exchange Commission Staff Accounting Bulletin No. 107, *Share-Based Payment*, as we have insufficient historical information regarding our stock options to provide a basis for an estimate;
- the expected volatility of the underlying common stock, which we estimate based on the standard deviation of our underlying stock price's daily logarithmic returns since December 17, 2010, and then weighted after the historical volatility of a representative group of publicly traded biopharmaceutical companies with similar characteristics to us, including development candidates in earlier stages of drug development and areas of therapeutic focus;
- the risk-free interest rate, which we based on the yield curve of U.S. Treasury securities with periods commensurate with the expected term of the options being valued;
- the expected dividend yield, which we estimate to be zero based on the fact that we have never paid cash dividends and have no present intention to pay cash dividends; and
- the fair value of our common stock on the date of grant.

If factors change and different assumptions are used, our stock-based compensation expense could be materially different in the future.

In addition to the assumptions used in our Black-Scholes option-pricing model, the amount of stock option expense we recognize in our consolidated statements of operations and comprehensive loss includes an estimate of stock option forfeitures. Under ASC 718, we are required to estimate the level of forfeitures expected to occur and record compensation expense only for those awards that we ultimately expect will vest. Due to the lack of historical forfeiture activity, we expect to estimate our forfeiture rate based on data from our representative group of companies. Changes in the estimated forfeiture rate can have a significant impact on our stock-based compensation expense as the cumulative effect of adjusting the rate is recognized in the period the forfeiture estimate is changed. For example, if a revised forfeiture rate is higher than the previously estimated forfeiture rate, an adjustment is made that will result in a decrease to the stock-based compensation expense recognized in the consolidated financial statements. If a revised forfeiture rate is lower than the previously estimated forfeiture rate, an adjustment is made that will result in an increase to the stock-based compensation expense recognized in our consolidated financial statements.

Off-Balance Sheet Arrangements

Since our inception, we have not engaged in any off-balance sheet arrangements, including the use of structured finance, special purpose entities or variable interest entities.

Contractual Obligations

We have contractual and commercial obligations under our operating leases and other obligations related to research and development activities, purchase commitments and licenses. The following table summarizes our future contractual obligations and commercial commitments at December 31, 2016.

	Payments Due By Period				Total
	Less than 1 year	1-3 years	3-5 years	More than 5 years	
Operating leases	\$ 1,900,556	\$ 1,163,105	\$ 166,366	\$ -	\$ 3,230,027
R&D and purchase commitments	4,139,322	183,184	-	-	4,322,506
License obligations	400,000	75,000	150,000	-	625,000
Total contractual obligations	<u>\$ 6,439,878</u>	<u>\$ 1,421,289</u>	<u>\$ 316,366</u>	<u>\$ -</u>	<u>\$ 8,177,533</u>

In general, milestone and royalty payments associated with certain license agreements (other than contingent performance milestone payments anticipated to be paid in 2017) have not been included in the above table of contractual obligations as we cannot reasonably estimate if or when they will occur. The milestone payments included in the table of contractual obligations above are payments we believe are reasonably likely to occur during the indicated time periods. Excluded from future R&D and purchase commitments is our portion of the potential future shared research and development expenses under the Collaboration Agreement with Allergan of up to \$25 million. Further, we anticipate that our operating lease obligations will be higher than projected as we renew existing real estate leases that expire in 2017 and enter into new or expanded real estate leases.

Results of Operations

General

To date, we have not generated any revenues from operations and, at December 31, 2016, we had an accumulated deficit of approximately \$208.2 million primarily as a result of research and development expenses, purchases of in-process research and development and general and administrative expenses. While we may in the future generate revenue from a variety of sources, including license fees, milestone payments, research and development payments in connection with strategic partnerships and/or product sales, our product candidates are at an early stage of development and may never be successfully developed or commercialized. Accordingly, we expect to continue to incur substantial losses from operations for the foreseeable future and there can be no assurance that we will ever generate significant revenues.

Comparison of the Years Ended December 31, 2016 and December 31, 2015

Research and Development Expense

Research and development expense, excluding stock-based compensation expense, was approximately \$30.1 million for the year ended December 31, 2016, an increase of approximately \$15.0 million or 99.1%, from approximately \$15.1 million for the same period in 2015. The net increase in research and development expenses was primarily due to an increase of \$9.2 million in research expenses for our HBV program which was started in July 2014, and an increase of approximately \$5.7 million for nonclinical development of our Microbiome program.

Stock-based compensation expense was approximately \$3.0 million for the year ended December 31, 2016, a decrease of approximately \$0.3 million, or 7.1%, from approximately \$3.3 million for the year ended December 31, 2015.

General and Administrative Expense

General and administrative expense, excluding stock-based compensation expense, was approximately \$10.2 million for the year ended December 31, 2016, an increase of approximately \$3.5 million, or 52.5%, from approximately \$6.7 million for the same period in 2015. The net increase in general and administrative expenses was primarily due to an increase of approximately \$0.8 million of compensation and bonus expenses related to new employees hired in 2016, \$0.8 million in consulting expenses, \$0.5 million in professional expenses, \$0.5 million in legal expenses, \$0.4 million in travel expenses, \$0.3 million in tax expenses and \$0.1 million in board fees classified as operating expense.

Stock-based compensation expense was approximately \$2.0 million for the year ended December 31, 2016, a decrease of approximately \$2.6 million, or 56.5%, from approximately \$4.6 million for the year ended December 31, 2015.

Interest and Other Income

Interest and other income was approximately \$1.5 million for the year ended December 31, 2016 compared to approximately \$1.2 million for the same period in 2015. Interest income for the years ended December 31, 2016 and 2015 was primarily related to interest income on marketable securities - corporation bonds.

Income Tax Benefit

The Company maintains a valuation allowance on deferred tax assets due to the uncertainty regarding the ability to utilize these deferred tax assets in the future. The deferred tax liability was recorded in connection with the acquisition of Assembly Pharmaceuticals in 2014 and relates to the difference between the carrying amount of in-process research and development for financial statement purposes relative to the amount used for income tax purposes. The deferred tax liability was \$11.1 and \$11.6 million as of December 31, 2016 and 2015, respectively.

Comparison of the Years Ended December 31, 2015 and December 31, 2014

Research and Development Expense

Research and development expense was approximately \$18.4 million for the year ended December 31, 2015, an increase of \$7.6 million, or 71.3%, from \$10.7 million for the same period in 2014. The net increase in research and development expenses was primarily due to an increase of \$8.3 million in research expenses for our HBV program which was started in July 2014, an increase of \$2.7 million for nonclinical development of our Microbiome program, additional stock-based compensation of approximately \$550,000 due to new options granted to employees and nonemployees, and offset by a decrease of \$3.9 million in expenses due to termination of the VEN 307 study in the second quarter of 2014.

General and Administrative Expense

General and administrative expense was approximately \$11.3 million for the year ended December 31, 2015, a decrease of \$1.9 million, or 14.7%, from \$13.2 million for the same period in 2014. The primary reason was a decrease of stock-based compensation expense of \$3.3 million due to the decrease of fair value of stock options granted to employees in 2015, offset by an increase of \$1.4 million in general and administrative expenses related to compensation and benefits, severance payments payable over twelve months to our former chief executive officer, bonuses, professional fees and corporate taxes.

Interest and Other Income

There was no interest expense in 2015 or 2014. Interest and other income was approximately \$1.2 million for the year ended December 31, 2015 compared to approximately \$167,000 for the same period in 2014. Interest income for the year ended December 31, 2015 was primarily related to interest income on marketable securities - corporation bonds.

Liquidity and Capital Resources

As a result of our significant research and development expenditures and the lack of any FDA-approved products to generate product sales revenue, we have not been profitable and have generated operating losses since we were incorporated in October 2005. We have funded our operations through December 31, 2016 principally with debt prior to our initial public offering, and thereafter with equity financing, raising an aggregate of \$192.5 million in net proceeds from public offerings and private placements from inception to December 31, 2016. Additionally, in February 2017, we received a \$50.0 million upfront payment in connection with the closing of the Collaboration Agreement with Allergan.

In January 2014, we sold an aggregate of 92,472 shares of common stock under the amended at-the-market common equity sales program, resulting in net proceeds of approximately \$1.8 million.

On October 6, 2014, we sold to various institutional investors an aggregate of 1,959,000 shares of common stock in a registered direct offering. The purchase price paid by the investors was \$8.04 per share and an aggregate of approximately \$15.0 million in net proceeds were received. In connection with the offering, we entered into a placement agent agreement with William Blair & Company, L.L.C., who acted as sole placement agent in the offering, and pursuant to which we paid a placement agent fee equal to 5.0% of the gross proceeds of the offering.

On March 19, 2015, we sold to various investors an aggregate of 5,555,555 shares of common stock in a public offering. The purchase price paid by investors was \$13.50 per share and an aggregate of \$70.4 million (net of underwriting discounts and commissions and offering expenses) was received. In addition, we granted the underwriters a 30-day option to purchase up to an additional 833,333 shares of common stock.

On April 6, 2015, the underwriters exercised in full their option to purchase an additional 833,333 shares of common stock at the public offering price of \$13.50 per share. Proceeds from the sale of shares on the exercise of the underwriters' option (net of underwriting discounts and commissions) were approximately \$10.6 million.

Cash Flows for the Three Years Ended December 31, 2016, 2015 and 2014

	Year Ended December 31,		
	2016	2015	2014
Operating activities	\$ (34,881,655)	\$ (18,697,334)	\$ (14,973,502)
Investing activities	36,196,574	(64,855,510)	277,401
Financing activities	152,640	81,569,257	16,725,946
Net increase (decrease) in cash and cash equivalents	\$ 1,467,559	\$ (1,983,587)	\$ 2,029,845

Net Cash Used in Operating Activities

Net cash used in operating activities was approximately \$34.9 million for the year ended December 31, 2016 and funded our research and development program build out and general and administrative expenses. Net cash used in continuing operations for the year ended December 31, 2016 was primarily driven by an approximately \$44.3 million net loss and \$0.6 million deferred income tax benefit, and offset by approximately \$5.0 million non-cash expense recorded for the stock-based compensation, an approximately \$3.8 million increase in cash from changes in operating assets and liabilities and \$1.1 million realized loss from marketable securities.

Net cash used in operating activities was approximately \$18.7 million for the year ended December 31, 2015 and funded our research and development program build out and general and administrative expenses. Net cash used in continuing operations for the year ended December 31, 2015 was primarily driven by an approximately \$28.5 million net loss and offset by approximately \$7.9 million non-cash expense recorded for the stock-based compensation, plus an approximately \$1.8 million increase in cash from changes in operating assets and liabilities.

Net cash used in continuing operations for the year ended December 31, 2014 was approximately \$15.0 million and was primarily driven by a \$23.8 million net loss and a \$2.5 million decrease in cash from changes in operating assets and liabilities, and offset by the \$10.6 million non-cash expense recorded for stock-based compensation and \$0.7 million non-cash expense recorded for the issuance of warrants for services.

Net Cash Provided by (Used in) Investing Activities

Net cash provided by investing activities from continuing operations for the year ended December 31, 2016 was approximately \$36.2 million primarily due to the purchase of approximately \$8.0 million of marketable securities and offset by a \$44.3 million redemption of marketable securities during the year.

Net cash used in investing activities from continuing operations for the year ended December 31, 2015 was approximately \$64.9 million primarily due to the purchase of approximately \$69.8 million of marketable securities and offset by a \$5.0 million redemption of marketable securities during the year.

Net cash provided by investing activities from continuing operations for the year ended December 31, 2014 was approximately \$0.3 million primarily from cash acquired in a business combination of \$0.5 million, offset by the purchase of \$0.1 million of fixed assets and the collection of \$0.1 million of security deposits.

Net Cash Provided by Financing Activities

Net cash flows provided by financing activities from continuing operations in the year ended December 31, 2016 was approximately \$153,000 from the exercise of stock options to purchase 21,200 shares of common stock.

Net cash flows provided by financing activities from continuing operations in the year ended December 31, 2015 was primarily generated by the net proceeds of approximately \$81.0 million from our public offering of 6,388,888 shares of common stock, including 833,333 shares of common stock purchased by the underwriters, and approximately \$554,000 from the exercise of stock options to purchase 76,422 shares of common stock.

Net cash provided by financing activities during the year ended December 31, 2014 consisted of net proceeds of \$16.7 million from the sale of 2,051,472 shares of common stock.

Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we continue the research, development and clinical trials of our product candidates. Furthermore, we expect to continue to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce or eliminate our research and development programs or future commercialization efforts.

We monitor our cash needs and the status of the capital markets on a continuous basis. From time to time, we opportunistically raise capital and have done so numerous times since our initial public offering by issuing equity securities, most recently in March and April 2015. We expect to continue to raise capital when and as needed and at the time and in the manner most advantageous to us.

We expect that our existing cash, cash equivalents and marketable securities, will enable us to fund our operating expenses and capital expenditure requirements for at least the next twelve months. Our future capital requirements will depend on many factors, including:

- the scope, progress, results and costs of our ongoing drug discovery, nonclinical development, laboratory testing and clinical trials of our product candidates and any additional clinical trials we may conduct in the future;
- the extent to which we further acquire or in-license other medicines and technologies;
- our ability to manufacture, and to contract with third parties to manufacture, adequate supplies of our product candidates for our clinical trial and any eventual commercialization;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims; and
- our ability to establish and maintain collaborations on favorable terms, if at all.

Identifying potential product candidates and conducting nonclinical testing and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve product sales. In addition, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of medicines that we do not expect to be commercially available for many years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

If we raise funds through additional collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

Recent Accounting Pronouncements

See Note 2 of notes to the consolidated financial statements for a discussion of recent accounting standards and pronouncements.

Cautionary Statement

We operate in a highly competitive environment that involves a number of risks, some of which are beyond our control. The following statement highlights some of these risks. For more detail, see "Item 1A. Risk Factors."

Statements contained in this Form 10-K that are not historical facts, are or might constitute forward-looking statements under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Although we believe the expectations reflected in such forward-looking statements are based on reasonable assumptions, our expectations might not be attained. Forward-looking statements involve known and unknown risks that could cause actual results to differ materially from expected results. Factors that could cause actual results to differ materially from our expectations expressed in the report include, among others: risks related to the costs, timing, regulatory review and results of our nonclinical studies and clinical trials; our ability to obtain FDA approval of our product candidates; our anticipated capital expenditures, our estimates regarding our capital requirements, and our need for future capital; our liquidity and working capital requirements; our expectations regarding our revenues, expenses and other results of operations; the unpredictability of the size of the markets for, and market acceptance of, any of our products; our ability to sell any approved products and the price we are able to realize; our ability to establish and maintain collaborations on favorable terms; our ability to obtain future funding on acceptable terms; our ability to hire and retain necessary employees and to staff our operations appropriately; our ability to compete in our industry and innovation by our competitors; our ability to stay abreast of and comply with new or modified laws and regulations that currently apply or become applicable to our business; estimates and estimate methodologies used in preparing our financial statements; the future trading prices of our common stock and the impact of securities analysts' reports on these prices; and the risks set out in our filings with the SEC.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of U.S. interest rates.

We do not believe that our cash and equivalents have significant risk of default or illiquidity. Under our current investment policies, we invest our cash and cash equivalents in money market funds which invest in short-term U.S. Treasury securities with insignificant rates of return. While we believe our cash and equivalents do not contain excessive risk, we cannot provide absolute assurance that in the future our investments will not be subject to adverse changes in market value. In addition, we maintain significant amounts of cash and equivalents at one or more financial institutions that are in excess of federally insured limits.

Inflation generally affects us by increasing our cost of labor and clinical trial costs. We do not believe that inflation has had a material effect on our results of operations during 2016 or 2015.

Item 8. Financial Statements and Supplementary Data

The financial statements required to be filed pursuant to this Item 8 are appended to this report. An index of those financial statements is found on page F-1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures, as defined in Rule 13a-15(e) promulgated under the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), which is designed to provide reasonable assurance that information, which is required to be disclosed in our reports filed pursuant to the Exchange Act, is accumulated and communicated to management in a timely manner. At the end of fiscal year ending December 31, 2016, we carried out an evaluation, under the supervision, and with the participation of, our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Exchange Act Rule 13a-15(b). Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures for the fiscal year ending as of December 31, 2016 were effective at reasonable assurance levels.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Our internal control over financial reporting is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements. A control system, no matter how well designed and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of these inherent limitations, management does not expect that our internal controls over financial reporting will prevent all error and all fraud. Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control-Integrated Framework* issued in 2013 by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation under the framework in *Internal Control-Integrated Framework*, our management concluded that our internal control over financial reporting was effective as of December 31, 2016.

Our independent registered public accounting firm, Ernst & Young LLP, has audited the financial statements included in this Form 10-K and has issued an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2016. The report of Ernst & Young LLP is included with the financial statements appended to this Form 10-K pursuant to Item 8.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting in the fourth quarter of 2016 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

Not applicable.

PART III

ITEM 10. Directors, Executive Officers and Corporate Governance

Except as set forth below, the information required by this item will be contained in our definitive proxy statement to be filed with the SEC in connection with the Annual Meeting of Stockholders within 120 days after the conclusion of our fiscal year ended December 31, 2016, or the Proxy Statement, and is incorporated in this Annual Report on Form 10-K by reference.

Code of Ethics

Our Board has adopted a Code of Ethics for our principal executive officer and all senior financial officers and a Code of Conduct applicable to all of our employees and our directors. Both Codes are available under the Investor Relations-Corporate Governance section of our website at www.assemblybio.com. If we make any substantive amendments to, or grant any waivers from, the Code of Ethics for our principal executive officer, principal financial officer, principal accounting officer, controller or persons performing similar functions, or any officer or director, we will disclose the nature of such amendment or waiver on our website or in a current report on Form 8-K.

Section 16(a) Beneficial Ownership Reporting Compliance

Pursuant to Section 16(a) of the Securities Exchange Act, our directors and executive officers are required to file reports with the SEC indicating their holdings of and transactions in our equity securities. To our knowledge, based solely on our review of the copies of such reports furnished to us and written representations that our officers, directors and holders of more than 10% of our common stock complied with all applicable filing requirements during the fiscal year ended December 31, 2016.

ITEM 11. Executive Compensation

The information required by this item will be contained in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

ITEM 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Except for the table regarding equity compensation plans, which is included in Part II Item 5 of this Annual Report on Form 10-K, the information required by this item will be contained in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

ITEM 13. Certain Relationships and Related Party Transactions, and Director Independence

The information required by this item will be contained in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

ITEM 14. Principal Accounting Fees and Services

The information required by this item will be contained in the Proxy Statement and is incorporated in this Annual Report on Form 10-K by reference.

Item 15. Exhibits, Financial Statement Schedules

(a) *Exhibits.* The following exhibits are filed as part of this registration statement:

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit No.	Filed Herewith
1.1	Underwriting Agreement, dated March 19, 2015, by and Assembly Biosciences, Inc. and Credit Suisse Securities (USA) LLC and William Blair & Company, LLC, as representatives of the several underwriters named therein.	8-K	03/19/2015	1.6	
3.1	Amended and Restated Certificate of Incorporation dated November 11, 2010.	S-1/A	11/16/2010	3.1	
3.2	Certificate of Amendment of the Third Amended and Restated Certificate of Incorporation, dated July 11, 2014.	8-K	7/10/2014	3.1	
3.3	Amended and Restated Bylaws dated July 12, 2010.	S-1	07/20/2010	3.2	
3.4	Certificate of Designation of Series A Non-Voting Convertible Preferred Stock of Ventrus Biosciences, Inc. filed on January 30, 2013.	8-K	01/30/2013	4.14	
4.1	Specimen of Common Stock Certificate.	S-3	12/30/2015	4.1	
10.1	Employment Agreement dated January 15, 2014 and effective December 22, 2013, by and between Ventrus Biosciences, Inc. and David J. Barrett.	8-K	01/16/2014	10.21	
10.2*	License and Collaboration Agreement dated November 8, 2013, by and between Ventrus Biosciences, Inc. and Therabiome, LLC.	10-K	03/31/2014	10.22	
10.3 [#]	Employment Agreement, dated July 11, 2014, between Ventrus Biosciences, Inc. and Derek A. Small.	8-K	07/14/2014	10.24	
10.4 [#]	Employment Agreement, dated July 11, 2014, between Ventrus Biosciences, Inc. and Uri A. Lopatin.	8-K	07/14/2014	10.25	
10.5 [#]	Employment Agreement, dated July 11, 2014, between Ventrus Biosciences, Inc. and Lee D. Arnold	8-K	07/14/2014	10.26	
10.6*	Exclusive License Agreement dated September 3, 2013 by and between The Indiana University Research and Technology Corporation and Assembly Pharmaceuticals, Inc.	10-Q	11/17/2014	10.29	
10.7 [#]	Assembly Biosciences, Inc. Amended and Restated 2014 Stock Incentive Plan	8-K	6/6/2016	10.1	
10.8 [#]	Employment Agreement, dated December 17, 2015 and effective January 5, 2016, between Assembly Biosciences, Inc. and Richard Colonno, Ph.D.	10-Q	11/9/2016	10.1	
10.9 [#]	Separation Agreement dated December 7, 2016 between Assembly Biosciences, Inc. and Dr. Lee D. Arnold	8-K	12/9/2016	10.1	
10.10 [#]	2010 Equity Incentive Plan	S-1/A	10/4/2010	10.14	
10.11 [#]	Employment Agreement, dated September 14, 2016 and effective September 26, 2016, between Assembly Biosciences, Inc. and Miguel Barbosa, Ph.D.				X

10.12 [#]	Employment Offer Letter dated January 9, 2016 between Assembly Biosciences, Inc. and Thomas E. Rollins	X
21	List of Subsidiaries of Assembly Biosciences, Inc.	X
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.	X
23.2	Consent of EisnerAmper LLP, Independent Registered Public Accounting Firm.	X
24	Power of Attorney (included on signature page)	X
31.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
31.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
32.1	Certification of the Chief Executive Officer Pursuant to 18 U.S. C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
32.2	Certification of the Chief Financial Officer Pursuant to 18 U.S. C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
101.INS	XBRL Instance Document.	
101.SCH	XBRL Taxonomy Extension Schema Document.	
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	
101.DEF	XBRL Taxonomy Extension Definitions Linkbase Document.	
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	

*Certain information in this exhibit has been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request.

[#] Represents management compensatory plan, contract or arrangement.

Item 16. Form 10-K Summary.

None

SIGNATURES

In accordance with Section 13 or 15(d) of the Securities Exchange Act, the Registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ASSEMBLY BIOSCIENCES, INC.

Date: March 1, 2017

By: /s/ Derek Small
Name: Derek Small
Title: President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Derek Small and David J. Barrett, jointly and severally, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this report, and to file the same, with exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his or her substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Derek Small</u> Derek Small	President, Chief Executive Officer and Director (Principal Executive Officer)	March 1, 2017
<u>/s/ David J. Barrett</u> David J. Barrett	Chief Financial Officer and Chief Operating Officer (Principal Financial and Accounting Officer)	March 1, 2017
<u>/s/ Anthony E. Altig</u> Anthony E. Altig	Director	March 1, 2017
<u>/s/ Mark Auerbach</u> Mark Auerbach	Director	March 1, 2017
<u>/s/ Richard DiMarchi</u> Richard DiMarchi	Director	March 1, 2017
<u>/s/ Myron Z. Holubiak</u> Myron Z. Holubiak	Director	March 1, 2017
<u>/s/ Alan J. Lewis</u> Alan J. Lewis	Director	March 1, 2017
<u>/s/ William Ringo</u> William Ringo	Director	March 1, 2017

ASSEMBLY BIOSCIENCES, INC.
FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Assembly Biosciences, Inc.

We have audited the accompanying consolidated balance sheets of Assembly Biosciences, Inc. and Subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of operations and comprehensive loss, changes in stockholders' equity and cash flows for each of the two years in the period ended December 31, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Assembly Biosciences, Inc. and Subsidiaries at December 31, 2016 and 2015, and the consolidated results of their operations and their cash flows for each of the two years in the period ended December 31, 2016 in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Assembly Biosciences, Inc. and Subsidiaries' internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated March 1, 2017 expressed an unqualified opinion thereon.

/s/Ernst & Young LLP

Stamford, Connecticut
March 1, 2017

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Assembly Biosciences, Inc.

We have audited Assembly Biosciences, Inc. and Subsidiaries' internal control over financial reporting as of December 31, 2016, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Assembly Biosciences Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Assembly Biosciences, Inc. and Subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2016, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Assembly Biosciences, Inc. and Subsidiaries as of December 31, 2016 and 2015, and the related consolidated statements of operations and comprehensive loss, changes in stockholders' equity and cash flows for each of the two years in the period ended December 31, 2016 of Assembly Biosciences, Inc. and Subsidiaries and our report dated March 1, 2017 expressed an unqualified opinion thereon.

/s/Ernst & Young LLP

Stamford, Connecticut
March 1, 2017

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
Assembly Biosciences, Inc.

We have audited the accompanying consolidated statements of operations, changes in stockholders' equity, and cash flows of Assembly Biosciences, Inc. and subsidiary (the "Company") for the year ended December 31, 2014. The financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated results of operations and cash flows of Assembly Biosciences, Inc. and subsidiary for the year ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America.

/s/ EisnerAmper LLP

New York, New York
March 12, 2015

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	As of December 31,	
	2016	2015
ASSETS		
Current assets		
Cash and cash equivalents	\$ 28,575,085	\$ 27,107,526
Marketable securities, at fair value	24,388,403	40,556,652
Prepaid expenses and other current assets	611,176	704,287
Total current assets	53,574,664	68,368,465
Long-term assets		
Marketable securities, at fair value	2,435,753	23,392,129
Property, plant and equipment, net	214,687	148,609
Security deposits	255,366	197,158
Intangible assets	29,000,000	29,000,000
Goodwill	12,638,136	12,638,136
Total long-term assets	44,543,942	65,376,032
Total assets	\$ 98,118,606	\$ 133,744,497
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 2,368,131	\$ 1,363,698
Accrued expenses	4,752,823	2,039,204
Total current liabilities	7,120,954	3,402,902
Long-term liabilities		
Deferred tax liabilities	11,119,651	11,600,000
Total long-term liabilities	11,119,651	11,600,000
Total liabilities	18,240,605	15,002,902
Commitments and contingencies		
Stockholders' equity		
Preferred stock, \$0.001 par value; 5,000,000 shares authorized; 0 shares issued and outstanding	-	-
Common stock, \$0.001 par value; 50,000,000 shares authorized; 17,246,754 and 17,225,662 shares issued and outstanding as of December 31, 2016 and December 31, 2015, respectively	17,247	17,226
Additional paid-in capital	288,688,990	283,511,859
Accumulated other comprehensive loss	(600,769)	(821,585)
Accumulated deficit	(208,227,467)	(163,965,905)
Total stockholders' equity	79,878,001	118,741,595
Total liabilities and stockholders' equity	\$ 98,118,606	\$ 133,744,497

The accompanying notes are an integral part of these consolidated financial statements

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

	Year Ended December 31,		
	2016	2015	2014
Operating expenses:			
Research and development	\$ 33,092,977	\$ 18,357,937	\$ 10,716,737
General and administrative	12,185,484	11,297,693	13,239,715
Total operating expenses	<u>45,278,461</u>	<u>29,655,630</u>	<u>23,956,452</u>
Loss from operations	<u>(45,278,461)</u>	<u>(29,655,630)</u>	<u>(23,956,452)</u>
Other income (expenses)			
Interest and other income	1,539,088	1,228,830	167,653
Realized loss from marketable securities	<u>(1,139,861)</u>	<u>(27,033)</u>	<u>-</u>
Total other income	399,227	1,201,797	167,653
Loss before income taxes	<u>(44,879,234)</u>	<u>(28,453,833)</u>	<u>(23,788,799)</u>
Income tax benefit	617,672	-	-
Net loss	<u>\$ (44,261,562)</u>	<u>\$ (28,453,833)</u>	<u>\$ (23,788,799)</u>
Other comprehensive (loss) income, net of tax			
Unrealized loss recognized in accumulated other comprehensive loss before reclassification, net of tax benefit of \$299,741, \$0 and \$0, respectively	(481,981)	(848,618)	-
Reclassification adjustment of unrealized loss included in net loss, net of tax expense of \$437,064, \$0 and \$0, respectively	702,797	27,033	-
Comprehensive loss	<u>\$ (44,040,746)</u>	<u>\$ (29,275,418)</u>	<u>\$ (23,788,799)</u>
Net loss per share, basic and diluted	<u>\$ (2.57)</u>	<u>\$ (1.81)</u>	<u>\$ (3.40)</u>
Weighted average common shares outstanding, basic and diluted	<u>17,226,245</u>	<u>15,702,646</u>	<u>6,998,875</u>

The accompanying notes are an integral part of these consolidated financial statements

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

	Preferred Stock		Common Stock		Additional Paid-in Capital	Common Stock Issuable	Accumulated Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Shares	Amount					
Balance as of December 31, 2013	44,000	\$ 44	4,146,779	\$ 4,147	\$ 135,844,320	\$ 368,750	\$ -	\$(111,723,273)	\$ 24,493,988
Proceeds from common stock sold, net of costs	-	-	2,051,472	2,051	16,723,895	-	-	-	16,725,946
Issuance of common stock for business combination	-	-	4,008,808	4,009	29,060,139	-	-	-	29,064,148
Issuance of common stock in exchange for restricted stock units	-	-	25,000	25	368,725	(368,750)	-	-	-
Conversion of preferred stock to common stock	(44,000)	(44)	440,000	440	(396)	-	-	-	-
Fair value of options assumed	-	-	-	-	758,948	-	-	-	758,948
Issuance of warrants for services	-	-	-	-	679,447	-	-	-	679,447
Stock-based compensation	-	-	-	-	10,637,494	-	-	-	10,637,494
Net loss	-	-	-	-	-	-	-	(23,788,799)	(23,788,799)
Balance as of December 31, 2014	-	\$ -	10,672,059	\$ 10,672	\$ 194,072,572	\$ -	\$ -	\$(135,512,072)	\$ 58,571,172
Proceeds from common stock sold, net of underwriters' discounts and cost	-	-	6,388,888	6,389	81,008,600	-	-	-	81,014,989
Exercise of stock options	-	-	76,422	77	554,191	-	-	-	554,268
Cashless exercise of warrants	-	-	88,293	88	(88)	-	-	-	-
Stock-based compensation	-	-	-	-	7,876,584	-	-	-	7,876,584
Change in unrealized loss on marketable securities	-	-	-	-	-	-	(821,585)	-	(821,585)
Net loss	-	-	-	-	-	-	-	(28,453,833)	(28,453,833)
Balance as of December 31, 2015	-	\$ -	17,225,662	\$ 17,226	\$ 283,511,859	\$ -	\$ (821,585)	\$(163,965,905)	\$ 118,741,595
Exercise of stock options	-	-	21,200	21	152,619	-	-	-	152,640
Stock-based compensation	-	-	-	-	5,024,512	-	-	-	5,024,512
Change in unrealized loss on marketable securities, net of income tax expense of \$137,323	-	-	-	-	-	-	220,816	-	220,816
Cancellation of common stock	-	-	(108)	-	-	-	-	-	-
Net loss	-	-	-	-	-	-	-	(44,261,562)	(44,261,562)
Balance as of December 31, 2016	-	\$ -	17,246,754	\$ 17,247	\$ 288,688,990	\$ -	\$ (600,769)	\$(208,227,467)	\$ 79,878,001

The accompanying notes are an integral part of these consolidated financial statements

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2016	2015	2014
Cash flows from operating activities			
Net loss	\$ (44,261,562)	\$ (28,453,833)	\$ (23,788,799)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	80,251	64,989	10,974
Stock-based compensation	5,024,512	7,876,584	10,637,494
Realized loss from marketable securities	1,139,861	27,033	-
Deferred income tax benefit	(617,672)	-	-
Loss on sale of fixed assets	-	954	-
Issuance of warrants for services	-	-	679,447
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	93,111	(555,849)	(54,472)
Accounts payable	1,004,433	456,097	(2,481,917)
Accrued expenses	2,713,619	1,968,844	23,771
Security deposits	(58,208)	(82,153)	-
Net cash used in operating activities	<u>(34,881,655)</u>	<u>(18,697,334)</u>	<u>(14,973,502)</u>
Cash flows from investing activities			
Purchases of fixed assets	(146,329)	(58,261)	(149,963)
Sale of fixed assets	-	150	-
Cash acquired in business combination	-	-	509,363
Security deposits collected	-	-	(81,999)
Purchases of marketable securities	(7,951,257)	(69,781,176)	-
Redemptions of marketable securities	44,294,160	4,983,777	-
Net cash provided by (used in) investing activities	<u>36,196,574</u>	<u>(64,855,510)</u>	<u>277,401</u>
Cash flows from financing activities			
Proceeds from common stock sold, net of underwriters' discounts and cost	-	81,014,989	16,725,946
Proceeds from exercise of stock options	152,640	554,268	-
Net cash provided by financing activities	<u>152,640</u>	<u>81,569,257</u>	<u>16,725,946</u>
Net increase (decrease) in cash and cash equivalents	1,467,559	(1,983,587)	2,029,845
Cash and cash equivalents at the beginning of the period	27,107,526	29,091,113	27,061,268
Cash and cash equivalents at the end of the period	<u>\$ 28,575,085</u>	<u>\$ 27,107,526</u>	<u>\$ 29,091,113</u>
Supplemental disclosure of cash flow information:			
Change in unrealized gain (loss) on marketable securities available-for-sale, before tax expense	\$ 358,139	\$ (821,585)	\$ -
Cashless exercise of warrants	\$ -	\$ 88	\$ -
Issuance of common stock in exchange for restricted stock units	\$ -	\$ -	\$ 368,750
Conversion of preferred stock to common stock	\$ -	\$ -	\$ 440
Supplemental disclosure of non-cash activities:			
Assembly business combination			
Other current assets	\$ -	\$ -	\$ (23,540)
Equipment, net	-	-	(10,350)
Intangible assets	-	-	(29,000,000)
Goodwill	-	99,214	(12,737,350)
Security deposits	-	-	(16,606)
Accounts payable and accrued expenses	-	(99,214)	874,113
Share exchange - business combination	-	-	29,064,148
Fair value of vested options and restricted stock units - in connection with business combination	-	-	758,948
Deferred tax liability	-	-	11,600,000
Cash acquired in business combination	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 509,363</u>

The accompanying notes are an integral part of these consolidated financial statements

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 1 - Nature of Business

Overview

Assembly Biosciences, Inc. (“Assembly” or the “Company”) is a biotechnology company advancing two innovative platform programs: (i) HBV-cure program, which is advancing a new class of oral therapeutics for the treatment of hepatitis B virus (HBV) infection and (ii) Microbiome program, which is advancing a novel class of oral synthetic live biotherapeutics, which are designed to restore health to a dysbiotic microbiome.

The Company’s HBV-cure program is aimed at increasing the current low cure rates for patients with HBV and is pursuing multiple drug candidates that inhibit multiple steps of the HBV lifecycle. Assembly has discovered several novel core protein Allosteric Modulators (CpAMs), which are small molecules that directly target and allosterically modulate the HBV core (HBc) protein.

The Company’s Microbiome program consists of a fully integrated platform that includes a robust strain identification and selection process, methods for strain isolation and growth under current Good Manufacturing Practices (cGMP) conditions, and a patent-pending delivery system, GEMICEL[®], which allows for targeted oral delivery of live biologic and conventional therapies to the lower gastrointestinal (GI) tract. The lead product candidate from this platform, ABI-M101, is in development for the treatment of *C. difficile* infections (CDI). Using its microbiome platform, the Company is developing additional product candidates for multiple indications including other gastrointestinal indications, metabolic disorders, immunotherapy, and autoimmune diseases.

On January 6, 2017, the Company entered into a Research, Development, Collaboration and License Agreement (the “Collaboration Agreement”) with Allergan Pharmaceuticals International Limited (“Allergan”) to develop and commercialize select microbiome gastrointestinal programs. Pursuant to the Collaboration Agreement, the Company granted Allergan an exclusive worldwide license to certain of its intellectual property, including its intellectual property arising under the Collaboration Agreement, to develop and commercialize licensed compounds for ulcerative colitis, Crohn’s disease and irritable bowel syndromes. Under the Collaboration Agreement, Allergan and the Company will collaborate on research and development activities with respect to the licensed compounds in accordance with a mutually agreed upon research and development plan. Pursuant to the terms of the Collaboration Agreement, in connection with the closing of the transaction on February 10, 2017, Allergan paid the Company an upfront payment of \$50 million. Additionally, the Company is eligible to receive up to approximately \$630 million in development milestone payments and up to approximately \$2.15 billion in commercial milestone payments in connection with the successful development and commercialization of licensed compounds for up to six different indications. In addition, the Company is eligible to receive tiered royalties at rates ranging from the mid-single digits to the mid-teens based on net sales. See Note 12 for more details.

On March 19, 2015, the Company sold to various investors an aggregate of 5,555,555 shares of common stock in a public offering. The purchase price paid by the investors was \$13.50 per share and an aggregate of \$70.4 million (net of underwriters’ discount and equity issuance costs) were received. On April 6, 2015, the underwriters exercised in full their option to purchase an additional 833,333 shares of common stock at the public offering price of \$13.50 per share, less underwriting discounts and commissions and offering expenses. Proceeds from the sale of shares on the exercise of the underwriters’ option (net of underwriting discounts and commissions) were approximately \$10.6 million.

On July 11, 2014, Nasdaq listed Ventrus Biosciences, Inc. caused its wholly owned subsidiary to merge with and into Assembly Pharmaceuticals, Inc., a private company (the “Merger”), resulting in Assembly Pharmaceuticals, Inc. being the surviving entity and becoming a wholly owned subsidiary of Ventrus Biosciences, Inc. In connection with the Merger, Ventrus Biosciences, Inc. changed its name to Assembly Biosciences, Inc. The Merger resulted in a shift in strategic focus, the addition of a new lead drug development program and changes in personnel. In connection with the Merger, the Company’s Board of Directors and stockholders approved a 1-for-5 reverse stock split of the Company’s common stock. The reverse stock split became effective on July 11, 2014. All share and per share amounts in the consolidated financial statements and notes thereto have been retroactively adjusted for all periods presented to give effect to this reverse stock split, including reclassifying an amount equal to the reduction in par value of common stock to additional paid-in capital. In connection with the Merger, the shares of common stock issued and outstanding of Assembly Pharmaceuticals, were converted into an aggregate of 4,008,848 shares of the Company’s common stock. Also pursuant to the terms of the Merger, the outstanding options to purchase shares of Assembly Pharmaceuticals’ common stock were assumed by the Company and became exercisable for an aggregate of 621,651 shares of the Company’s common stock.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The Company accounted for the acquisition of Assembly Pharmaceuticals, Inc. as a business combination under Accounting Standards Codification (“ASC”) 805 with Ventrus Biosciences, Inc. as the accounting acquirer. The Company determined Ventrus Biosciences, Inc. was the accounting acquirer in accordance with ASC 805-10-25-5 as Ventrus Biosciences, Inc. gained control of Assembly Pharmaceuticals, Inc. upon completion of the Merger. To make this determination, the Company considered factors as indicated in ASC 805-10-55, including which entity issued equity interests to effect the combination, board of director composition, shareholder ownership, voting control, restrictions on shareholder voting rights, anticipated management positions and the relative size of the two companies.

On October 6, 2014, the Company sold to various institutional investors an aggregate of 1,959,000 shares of common stock in a registered direct offering. The purchase price paid by the investors was \$8.04 per share and an aggregate of \$15.0 million in net proceeds were received.

Liquidity

The Company has not derived any revenue from product sales to date as it currently has no approved products. Once a product has been developed, it will need to be approved for sale by the U.S. Food and Drug Administration (FDA) or an applicable foreign regulatory agency. Since inception, the Company’s operations have been financed primarily through the sale of equity securities, the proceeds from the exercise of warrants and stock options and the issuance of debt. The Company has incurred losses from operations and negative cash flows from operating activities since inception and expects to continue to incur substantial losses for the next several years as it continues its product development efforts. Management believes the Company currently has sufficient funds to meet its operating requirements for at least the next twelve months. If the Company cannot generate significant cash from its operations, it intends to obtain any additional funding it requires through strategic relationships, public or private equity or debt financings, grants or other arrangements. The Company cannot assure such funding will be available on reasonable terms, if at all.

Note 2 - Summary of Significant Accounting Policies and Recent Accounting Pronouncements

Basis of Presentation

The accompanying consolidated financial statements include the accounts of the Company and its subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Segments

The Company operates in one operating segment and, accordingly, no segment disclosures have been presented herein.

Use of Estimates

The preparation of financial statements in conformity with the accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that may affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual results could differ from those estimates.

Significant estimates inherent in the preparation of the accompanying financial statements include recoverability and useful lives (indefinite or finite) of intangible assets, assessment of impairment of goodwill, and the fair value of stock options and warrants granted to employees, consultants, directors, investors, licensors, placement agents and underwriters.

The Company’s estimates could be affected by external conditions, including those unique to the Company and general economic conditions. It is reasonably possible that these external factors could have an effect on the Company’s estimates and could cause actual results to differ from those estimates and assumptions.

Reclassification

The Company reclassified certain non-cash activities in the consolidated statements of cash flows to conform to the Assembly Pharmaceutical’s final purchase price allocation in 2015.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Cash and cash equivalents

All highly liquid investments with maturities of three months or less at the time of purchase are considered to be cash equivalents. All of the Company's cash equivalents have liquid markets and high credit ratings. The Company maintains its cash in bank deposit and other accounts, the balances of which, at times and at December 31, 2016, exceed federally insured limits.

Marketable Securities

The Company has designated marketable securities as of December 31, 2016 as available-for-sale securities and measures these securities at their respective fair values. Marketable securities are classified as short-term or long-term based on the maturity date and their availability to meet current operating requirements. Marketable securities that mature in one year or less are classified as short-term available-for-sale securities and are reported as a component of current assets. Marketable securities that are not considered available for use in current operations are classified as long-term available-for-sale securities and are reported as a component of long-term assets.

Securities that are classified as available-for-sale are measured at fair value with temporary unrealized gains and losses reported in other comprehensive loss, and as a component of stockholders' equity until their disposition. The Company reviews all available-for-sale securities at each period end to determine if they remain available-for-sale based on then current intent and ability to sell the security if it is required to do so. The cost of securities sold is based on the specific identification method.

Marketable securities are subject to a periodic impairment review. The Company may recognize an impairment charge when a decline in the fair value of investments below the cost basis is determined to be other-than-temporary. There were no marketable securities deemed to be impaired as of December 31, 2016 or 2015.

Goodwill and Other Intangible Assets

Goodwill is the excess of purchase price over the fair value of identified net assets of businesses acquired. The Company's intangible assets with an indefinite life are related to in-process research and development ("IPR&D") programs acquired in the Merger, as the Company expects future research and development on these programs to provide the Company with substantial benefit for a period that extends beyond the foreseeable horizon. Intangible assets with indefinite useful lives are measured at their respective fair values as of the acquisition date. The Company does not amortize goodwill and intangible assets with indefinite useful lives. Intangible assets related to IPR&D projects are considered to be indefinite lived until the completion or abandonment of the associated R&D efforts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets would be deemed finite lived and would then be amortized based on their respective estimated useful lives at that point in time.

The Company reviews goodwill and indefinite-lived intangible assets at least annually for possible impairment. Goodwill and indefinite-lived intangible assets are reviewed for possible impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of the reporting unit or the indefinite-lived intangible assets below their carrying values. The Company tests its goodwill and indefinite-lived intangible assets each year on October 1. The Company has one reporting unit. The Company reviews the carrying value of goodwill utilizing a market capitalization approach which was based upon the closing price of the Company's stock price as of the beginning of the 4th quarter. As of October 1, 2016 and 2015, the fair value of the Company's reporting unit was in excess of carrying value for all scenarios that were tested and goodwill was not deemed to be impaired.

On October 1, 2016, the Company performed a qualitative assessment of IPR&D. As of October 1, 2015, the Company utilized a discounted probable future cash flow model to value acquired IPR&D. Significant assumptions used in the model include the period in which material net cash inflows are expected to commence, anticipated material changes from historical pricing, margins and expense levels and an appropriate risk adjusted discount rate applied to the estimated cash flows. As of October 1, 2016 and 2015, IPR&D was not deemed to be impaired.

Impairment of Long-lived Assets

The Company monitors the carrying value of long-lived assets for potential impairment and tests the recoverability of such assets whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable. If a change in circumstance occurs, the Company performs a test of recoverability by comparing the carrying value of the asset or asset group to its undiscounted expected future cash flows. If cash flows cannot be separately and independently identified for a single asset, the Company will determine whether impairment has occurred for the group of assets for which the Company can identify the projected cash flows. If the carrying values are in excess of undiscounted expected future cash flows, the Company measures any impairment by comparing the fair value of the asset or asset group to its carrying value. There were no indicators of impairment of long-lived assets during the year ended December 31, 2016 and 2015.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Business Combinations

The Merger (see Note 3) was made at a price above the fair value of the assets acquired and liabilities assumed including deferred tax liability, resulting in goodwill, based on the Company's expectations of synergies and other benefits of combining the acquired business. These synergies and benefits include elimination of redundant functions and staffing and use of the Company's existing infrastructure to expand development of the product candidates of the acquired business in a cost efficient manner.

Significant judgment is required in estimating the fair value of intangible assets and in assigning their respective useful lives. The fair value estimates are based on available historical information and on future expectations and assumptions deemed reasonable by management, but which are inherently uncertain.

Net assets acquired are recorded at their fair values on the date of acquisition.

Property and Equipment

Property and equipment are stated at cost and consist of lab equipment and computer hardware and software. The Company computes depreciation under the straight-line method over the following estimated useful life of the related assets:

- | | |
|----------------------------------|--------------|
| • Lab equipment | 3 to 5 years |
| • Computer hardware and software | 3 to 5 years |
| • Office equipment | 3 to 5 years |

Leasehold improvements are amortized over the remaining terms of the respective leases or the estimated useful life of the leasehold improvements, whichever is less. Maintenance and repair costs are expensed as incurred.

Fair Value Measurements

The Company follows accounting guidance on fair value measurements for financial instruments measured on a recurring basis, as well as for certain assets and liabilities that are initially recorded at their estimated fair values. Fair value is defined as the exit price, or the amount that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company use the following three-level hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs to value its financial instruments:

Level 1: Observable inputs such as unadjusted quoted prices in active markets for identical instruments.

Level 2: Quoted prices for similar instruments that are directly or indirectly observable in the marketplace.

Level 3: Significant unobservable inputs which are supported by little or no market activity and that are financial instruments whose values are determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant judgment or estimation.

Financial instruments measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement in its entirety requires us to make judgments and consider factors specific to the asset or liability. The use of different assumptions and/or estimation methodologies may have a material effect on estimated fair values. Accordingly, the fair value estimates disclosed or initial amounts recorded may not be indicative of the amount that the Company or holders of the instruments could realize in a current market exchange.

The carrying amounts of cash equivalents and marketable securities approximate their fair value based upon quoted market prices. Certain of the Company's financial instruments are not measured at fair value on a recurring basis, but are recorded at amounts that approximate their fair value due to their liquid or short-term nature, such as cash, accounts receivable, accounts payable and accrued expenses.

Stock-Based Compensation

The Company expenses stock-based compensation to employees over the requisite service period based on the estimated grant-date fair value of the awards. For stock-based compensation awards to non-employees, the Company remeasures the fair value of the non-employee awards at each reporting period prior to vesting and finally at the vesting date of the award. Changes in the estimated fair value of these non-employee awards are recognized as compensation expense in the period of change.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The Company estimates the fair value of stock option grants using the Black-Scholes option pricing model and the assumptions used in calculating the fair value of stock-based awards represent management's best estimates and involve inherent uncertainties and the application of management's judgment.

Warrants

For the purpose of valuing the warrants (see Note 8), the Company used the Black-Scholes option pricing model utilizing the assumptions for risk free interest rate, the expected term, expected volatility, and expected dividend yield. To determine the risk-free interest rate, the Company utilized the U.S. Treasury yield curve in effect at the time of grant with a term consistent with the expected term of the Company's awards. The Company estimated the expected life of the warrants based on the full term of the warrant. The expected dividend yield reflects the Company's current and expected future policy for dividends on its common stock. The expected stock price volatility for the Company's stock was calculated by examining historical volatilities for publicly traded industry peers as the Company did not have any trading history for its common stock at the time the grants were issued.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs include salaries and personnel-related costs, consulting fees, fees paid for contract research services, fees paid to clinical research organizations and other third parties associated with clinical trials, the costs of laboratory equipment and facilities, and other external costs.

Income taxes

The Company records income taxes using the asset and liability method. Deferred income tax assets and liabilities are recognized for the future tax effects attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and operating loss and tax credit carryforwards. The Company establishes a valuation allowance if it is more likely than not that the deferred tax assets will not be recovered based on an evaluation of objective verifiable evidence. For tax positions that are more likely than not of being sustained upon audit, the Company recognizes the largest amount of the benefit that is greater than 50% likely of being realized. For tax positions that are not more likely than not of being sustained upon audit, the Company does not recognize any portion of the benefit.

The Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"), *Topic 740, Income Taxes*, or ASC 740, also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition threshold and measurement process for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. ASC 740 also provides guidance on derecognition, classification, interest and penalties, accounting in interim period, disclosure and transition. Based on the Company's evaluation, it has been concluded that there are no significant uncertain tax positions requiring recognition in the Company's consolidated financial statements. The Company believes that its income tax positions and deductions would be sustained on audit and does not anticipate any adjustments that would result in a material changes to its financial position.

The Company's policy for recording interest and penalties associated with audits is to record such expense as a component of income tax expense. There were no amounts accrued for penalties or interest as of December 31, 2016 and 2015. Management is currently unaware of any issues under review that could result in significant payments, accruals or material deviations from its position.

Loss per common share

Basic net loss per common share excludes dilution and is computed by dividing net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per common share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted in the issuance of common stock that then shared in the earnings of the entity unless inclusion of such shares would be anti-dilutive. Since the Company has only incurred losses, basic and diluted net loss per share is the same. Securities that could potentially dilute loss per share in the future that was not included in the computation of diluted loss per share at December 31, 2016, 2015 and 2014 are as follows:

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

	Year Ended December 31,		
	2016	2015	2014
Warrants to purchase common stock	16,909	16,909	270,761
Options to purchase common stock	4,457,251	3,367,784	3,249,651
Total	4,474,160	3,384,693	3,520,412

Comprehensive Loss

Comprehensive loss is comprised of net loss and adjustments for the change in unrealized gains and losses on investments in available-for-sale marketable securities. The Company displays comprehensive loss and its components in the consolidated statements of operations and comprehensive loss.

Concentrations of Credit Risk

Financial instruments which potentially subject the Company to credit risk consist primarily of cash, cash equivalents and marketable securities. The Company holds these investments in highly rated financial institutions, and, by policy, limits the amounts of credit exposure to any one financial institution. These amounts at times may exceed federally insured limits. The Company has not experienced any credit losses in such accounts and does not believe it is exposed to any significant credit risk on these funds. The Company has no off-balance sheet concentrations of credit risk, such as foreign currency exchange contracts, option contracts or other hedging arrangements.

Adoption of Recent Accounting Pronouncements

In August 2014, the FASB issued Accounting Standards Update (“ASU”) 2014-15, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern*, that requires management to evaluate whether there are conditions and events that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the financial statements are issued or available to be issued on both an interim and annual basis. Management is required to provide certain footnote disclosures if it concludes that substantial doubt exists or when its plans alleviate substantial doubt about the Company’s ability to continue as a going concern. The Company adopted ASU 2014-15 in the fourth quarter of 2016, and its adoption did not have any significant impact on the Company’s financial statements.

In November 2015, the FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes*. ASU 2015-17 requires that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. ASU 2015-17 is effective for financial statements issued for fiscal years beginning after December 15, 2016, and interim periods within those fiscal years. Early adoption is permitted. The Company adopted this guidance in the fourth quarter of 2016 on a prospective basis, and its adoption did not have any significant impact on the Company’s consolidated financial statements.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*, which requires entities to recognize revenue in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The new guidance also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The FASB has subsequently issued ASU No. 2016-10, *Revenue from Contracts with Customer* (Topic 606) Identifying Performance Obligations and Licensing to address issues arising from implementation of the new revenue recognition standard. ASU 2014-09 and ASU 2016-10 are effective for interim and annual periods beginning January 1, 2018, and may be adopted earlier, but not before January 1, 2017. The revenue standards are required to be adopted by taking either a full retrospective or a modified retrospective approach. The Company is currently evaluating the impact that ASU 2014-09 and 2016-10 will have on the Company’s financial statements and determining the transition method, including the period of adoption, that it will apply. The Company is currently evaluating which transition approach it will utilize and the impact of adopting this accounting standard on the Company’s financial statements.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

In January 2016, FASB issued ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 requires equity investments to be measured at fair value with changes in fair value recognized in net income; simplifies the impairment assessment of equity investments without readily determinable fair values by requiring a qualitative assessment to identify impairment; eliminates the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet; requires public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes; requires an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments; requires separate presentation of financial assets and financial liabilities by measurement category and form of financial assets on the balance sheet or the accompanying notes to the financial statements and clarifies that an entity should evaluate the need for a valuation allowance on a deferred tax asset related to available-for-sale securities in combination with the entity's other deferred tax assets. ASU 2016-01 is effective for financial statements issued for fiscal years beginning after December 15, 2017, and interim periods within those fiscal years. The Company is currently evaluating the impact that ASU 2016-01 will have on its consolidated financial statements and related disclosures.

In February 2016, FASB issued ASU 2016-02, *Leases (Topic 842)* which supersedes FASB Topic 840, *Leases (Topic 840)* and provides principles for the recognition, measurement, presentation and disclosure of leases for both lessees and lessors. The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than twelve months regardless of classification. Leases with a term of twelve months or less will be accounted for similar to existing guidance for operating leases. The standard will be effective for annual and interim periods beginning after December 15, 2018, with early adoption permitted upon issuance. The Company is currently evaluating the impact that ASU 2016-02 will have on its consolidated financial statements and related disclosures.

In March 2016, the FASB issued ASU 2016-09, *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The amendment is to simplify several aspects of the accounting for share-based payment transactions including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. For public entities, the amendments in ASU 2016-09 are effective for interim and annual reporting periods beginning after December 15, 2016. The Company will adopt this guidance as of and for the three months ended March 31, 2017. The Company does not expect the adoption of ASU 2016-09 to have a material impact on its consolidated financial statements and related disclosures.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*. ASU 2016-13 requires that expected credit losses relating to financial assets measured on an amortized cost basis and available-for-sale debt securities be recorded through an allowance for credit losses. ASU 2016-13 limits the amount of credit losses to be recognized for available-for-sale debt securities to the amount by which carrying value exceeds fair value and also requires the reversal of previously recognized credit losses if fair value increases. The new standard will be effective on January 1, 2020. Early adoption will be available on January 1, 2019. The Company is currently evaluating the effect that the updated standard will have on its consolidated financial statements and related disclosures.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows - Classification of Certain Cash Receipts and Cash Payments*, which addresses eight specific cash flow issues with the objective of reducing the existing diversity in practice in how certain cash receipts and cash payments are presented and classified in the statement of cash flows. The standard is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years. Early adoption is permitted, including adoption in an interim period. The Company is currently in the process of evaluating the impact of this new pronouncement on its consolidated statements of cash flows and related disclosures.

In January 2017, the FASB issued an ASU 2017-01, *Business Combinations (Topic 805) Clarifying the Definition of a Business*. The amendments in this Update is to clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The definition of a business affects many areas of accounting including acquisitions, disposals, goodwill, and consolidation. The guidance is effective for annual periods beginning after December 15, 2017, including interim periods within those periods. The Company is currently evaluating the impact of adopting this guidance.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment*. ASU 2017-04 removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. This standard, which will be effective for the Company beginning in the first quarter of fiscal year 2021, is required to be applied prospectively. Early adoption is permitted for interim or annual goodwill impairment tests performed on testing dates after January 1, 2017. The Company is currently evaluating the impact this standard will have on its financial statements.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
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Note 3 - Assembly Pharmaceuticals, Inc. Transaction

On July 11, 2014, the Company completed the Merger, whereby Assembly Pharmaceuticals became the Company's wholly-owned subsidiary. Pursuant to the terms of the Merger, the shares of Assembly Pharmaceuticals were converted into an aggregate of 4,008,848 shares of the Company's common stock. Also pursuant to the terms of the Merger, the options to purchase shares of Assembly Pharmaceuticals were assumed by the Company and became exercisable for an aggregate of 621,651 shares of the Company's common stock.

The allocation of the purchase price to the Assembly balance sheet is shown below:

Cash and cash equivalents	\$ 509,363
Other current assets	23,540
Equipment, net	10,350
IPR&D	29,000,000
Goodwill (as adjusted)	12,638,136
Security deposits	16,606
Total assets	42,197,995
Accrued expenses (as adjusted)	774,899
Deferred tax liability	11,600,000
Total liabilities	12,374,899
Net assets acquired	\$ 29,823,096

The transaction was accounted for using the acquisition method. Accordingly, goodwill has been measured as the excess of the total consideration over the amounts assigned to the identifiable assets acquired and liabilities assumed including the related deferred tax liability. Goodwill is not deductible for tax purposes.

On the acquisition date, the fair value of net assets acquired was \$29,823,096. The fair value of stock issued to the Assembly Pharmaceuticals' shareholders as part of the consideration of \$29,064,148 was based on reference to quoted market values of the Company's common stock as of the date of acquisition. The options assumed in the Merger were valued at \$758,948. As of June 30, 2015, the Company finalized its purchase price allocation. The Company adjusted certain accrued expenses, resulting in a decrease of goodwill and accrued expenses of approximately \$99,214 in the second quarter of 2015.

Note 4 - Marketable Securities

Marketable securities consist of the following as of December 31, 2016 and 2015:

	December 31, 2016			
	Amortized Cost	Gross Unrealized Gain ⁽¹⁾	Gross Unrealized Loss ⁽¹⁾	Fair Value
Short-term available-for-sale securities				
Corporate bonds	\$ 22,032,191	\$ 3,190	\$ (473,056)	\$ 21,562,325
Government and agency obligations	1,225,000	661	-	1,225,661
Municipal bonds	1,596,160	4,257	-	1,600,417
	<u>24,853,351</u>	<u>8,108</u>	<u>(473,056)</u>	<u>24,388,403</u>
Long-term available-for-sale securities				
Corporate bonds	2,434,251	1,502	-	2,435,753
	<u>2,434,251</u>	<u>1,502</u>	<u>-</u>	<u>2,435,753</u>
Total	<u>\$ 27,287,602</u>	<u>\$ 9,610</u>	<u>\$ (473,056)</u>	<u>\$ 26,824,156</u>

⁽¹⁾ Gross unrealized gain (loss) is pre-tax.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

	December 31, 2015		
	Amortized Cost	Gross Unrealized Loss	Fair Value
Short-term available-for-sale securities			
Corporate bonds	\$ 41,126,524	\$ (569,872)	\$ 40,556,652
	<u>41,126,524</u>	<u>(569,872)</u>	<u>40,556,652</u>
Long-term available-for-sale securities			
Government and agency obligations	1,225,000	(3,834)	1,221,166
Municipal bonds	1,596,160	(4,384)	1,591,776
Corporate bonds	20,822,682	(243,495)	20,579,187
	<u>23,643,842</u>	<u>(251,713)</u>	<u>23,392,129</u>
Total	<u>\$ 64,770,366</u>	<u>\$ (821,585)</u>	<u>\$ 63,948,781</u>

The contractual term to maturity of short-term marketable securities held by the Company as of December 31, 2016 is less than one year. The contractual term to maturity of long-term marketable securities held by the Company as of December 31, 2016 is from 1.0 to 1.2 years.

The proceeds from sales of available-for-sale securities were \$44.3 million and \$5.0 million as of December 31, 2016 and 2015, respectively. Gross realized loss that has been included in net loss as a result of those sales were approximately \$1.1 million and \$27,000 for the years ended December 31, 2016 and 2015, respectively.

The fair value of marketable securities was classified into fair value measurement categories as follows:

	As of December 31,	
	2016	2015
Quoted prices in active markets for identical assets (Level 1)	\$ -	\$ -
Quoted prices for similar assets observable in the marketplace (Level 2)	26,824,156	63,948,781
Significant unobservable inputs (Level 3)	-	-
Total	<u>\$ 26,824,156</u>	<u>\$ 63,948,781</u>

The fair values of marketable securities are determined using quoted market prices from daily exchange traded markets based on the closing price as of December 31, 2016 and 2015, and are classified as Level 2.

There were no transfers between levels 1, 2 or 3 for the years ended December 31, 2016 and 2015.

The following table shows the Company's investments' gross unrealized losses (pre-tax) and fair value, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position, at December 31, 2016.

	Less than 12 Months		12 Months or More		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Corporate bonds	\$ 6,022,560	\$ (17,305)	\$ 14,542,025	\$ (455,751)	\$ 20,564,585	\$ (473,056)
Total	<u>\$ 6,022,560</u>	<u>\$ (17,305)</u>	<u>\$ 14,542,025</u>	<u>\$ (455,751)</u>	<u>\$ 20,564,585</u>	<u>\$ (473,056)</u>

The Company has determined that the unrealized losses are deemed to be temporary impairments as of December 31, 2016. The Company believes that the unrealized losses generally are caused by increases in the risk premiums required by market participants rather than an adverse change in cash flows or a fundamental weakness in the credit quality of the issuer or underlying assets. Because the Company has the ability and intent to hold these investments until a recovery of fair value, which may be maturity, it does not consider the investment in corporate bonds to be other-than-temporarily impaired at December 31, 2016.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 5 - Goodwill and Intangible Assets

Goodwill

In July 2014, the Company completed its merger with Assembly Pharmaceuticals (see Note 3). The fair value of consideration paid, common stock and assumed options, totaled \$29,823,096, which, net of amounts allocated to assets and liabilities acquired at fair value, resulted in an allocation to goodwill (as adjusted) of \$12,638,136. The Company only has one reporting unit.

Goodwill is recorded as an indefinite-lived asset and is not amortized for financial reporting purposes but is tested for impairment on an annual basis or when indications of impairment exist. No goodwill impairment losses have been recognized. Goodwill is not deductible for income tax purposes since the tax basis is \$0. The Company performed impairment tests of the carrying value of the Company's goodwill at October 1, 2016 and 2015, and deemed there was no goodwill impairment.

The net book value of goodwill decreased by \$99,214 from December 31, 2014 to December 31, 2015, as a result of the adjustment to purchase price accounting within the measurement period.

Intangible Assets

In July 2014, the Company completed its acquisition of Assembly Pharmaceuticals (see Notes 1 and 3). The Company acquired in-process research and development related to Assembly Pharmaceuticals' technology which is an indefinite lived intangible asset. The Company performed its annual impairment test as of October 1, 2015 and 2016, and deemed there was no impairment of long-lived assets during the years ended December 31, 2015 or 2016.

Note 6 - Property, Plant and Equipment, Net

Property, plant and equipment, consists of the following:

	Useful life (Years)	As of December 31,	
		2016	2015
Computer hardware and software	3	\$ 86,228	\$ 84,065
Lab equipment	3 to 5	253,735	177,782
Office equipment	3 to 5	1,109	1,109
Leasehold improvement	1	68,213	-
Total property, plant and equipment		409,285	262,956
Less: Accumulated depreciation and amortization		(194,598)	(114,347)
Property, plant and equipment, net		\$ 214,687	\$ 148,609

Depreciation expense for the years ended December 31, 2016, 2015 and 2014 was approximately \$80,000, \$65,000 and \$11,000, respectively, and was recorded in both research and development expense and general and administrative expense in the consolidated statements of operations and comprehensive loss.

Note 7 - Accrued Expenses

Accrued expenses consist of the following:

	As of December 31,	
	2016	2015
Accrued expenses:		
Salaries, bonuses and employee benefits	\$ 2,884,000	\$ 1,628,975
Accrued severance expenses	241,737	106,777
Research and development expenses	916,674	120,700
General and administrative expenses	710,412	-
Other	-	182,752
Total accrued expenses	\$ 4,752,823	\$ 2,039,204

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
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Note 8 - Stockholders' Equity

Common and Preferred Stock Transactions

2014 Activity

In January 2014, the Company sold an aggregate of 92,472 shares of its common stock in its amended at-the-market common equity offering program, resulting in net proceeds of approximately \$1.8 million or \$19.07 per share.

In February 2014, all 44,000 outstanding shares of the Company's Series A non-voting convertible preferred stock converted into an aggregate 440,000 shares of common stock.

In July 2014, the Company issued 25,000 shares of common stock upon vesting of the restricted stock units.

On October 6, 2014, the Company sold to various institutional investors an aggregate of 1,959,000 shares of common stock in a registered direct offering. The purchase price paid by the investors was \$8.04 per share and an aggregate of approximately \$15.0 million in net proceeds were received. In connection with the offering, the Company entered into a placement agent agreement with William Blair & Company, L.L.C., who acted as sole placement agent in the offering, and pursuant to which the Company paid a placement agent fee equal to 5.0% of the gross proceeds of the offering.

On July 10, 2014, the Company's stockholders approved a 1-for-5 reverse stock split of the issued and outstanding shares of the Company's common stock, par value \$0.001 per share, effective as of July 11, 2014 at 5:01 p.m. Eastern time (the "Split Effective Time"). At the Split Effective Time, all shares of common stock issued and outstanding immediately prior to the Split Effective Time, including shares issued to the shareholders of Assembly Pharmaceuticals, Inc. in connection with the acquisition of Assembly Pharmaceuticals, Inc., were automatically reclassified into a smaller number of shares such that each five shares of issued common stock immediately prior to the Split Effective Time were reclassified into one share of common stock. Proportional adjustments to outstanding warrants, options and other equity awards and equity compensation were also made. No fractional shares were issued and, in lieu thereof, any person who would otherwise be entitled to a fractional share of common stock as a result of the reverse stock split was entitled to receive a cash payment equal to the fraction to which such holder would otherwise be entitled multiplied by the closing price per share of common stock on the NASDAQ Capital Market on July 11, 2014, which was \$1.45. All share and per share amounts in the consolidated financial statements and notes thereto have been retroactively adjusted for all periods presented to give effect to this reverse stock split, including reclassifying an amount equal to the reduction in par value of common stock to additional paid-in capital.

On July 11, 2014, the Company completed the Merger, whereby Assembly Pharmaceuticals became the Company's wholly-owned subsidiary. Pursuant to the terms of the Merger, the shares of Assembly Pharmaceuticals, common stock issued and outstanding were converted into an aggregate of 4,008,848 shares of the Company's common stock. Also pursuant to the terms of the Merger, the options to purchase shares of Assembly Pharmaceuticals common stock issued and outstanding immediately prior to the Merger were assumed by the Company and became exercisable for an aggregate of 621,651 shares of the Company's common stock. The fully vested assumed options in the Merger were valued at \$758,948 using the Black-Scholes model. The fair value of the options was recorded as a component of stockholders' equity. The fair value of the options was determined using the Black-Scholes model with the following assumptions: risk free interest rate 1.66% - 2.15%, volatility 97.33% - 102.8%, expected term 5 - 6.1 years, and no expected dividends.

2015 Activity

On March 19, 2015, the Company sold to various investors an aggregate of 5,555,555 shares of common stock in a public offering. The purchase price paid by the investors was \$13.50 per share and an aggregate of \$70.4 million in net proceeds were received, after deducting underwriting discounts and commissions and estimated offering expenses. In addition, the Company granted the underwriters a 30-day option to purchase up to an additional 833,333 shares of common stock.

On April 6, 2015, the underwriters exercised in full their option to purchase an additional 833,333 shares of common stock at the public offering price of \$13.50 per share, less underwriting discounts and commissions and offering expenses. The closing of the option exercise resulted in net proceeds of approximately \$10.6 million. Exercise of the underwriters' option increased the net proceeds (net of underwriting discounts and commissions) of the public offering, from \$70.4 million to \$81.0 million.

On December 30, 2015, the Company filed a registration statement on Form S-3 with the SEC using a "shelf" registration process, file number 333-208806, which became effective January 19, 2016. Under this shelf registration process, the Company may from time to time sell any combination of the securities described in the registration statement in one or more offerings for an aggregate offering price of up to \$150,000,000. The Company has not issued any securities under this registration statement as of this date.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
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2016 Activity

On June 29, 2016, the Company cancelled 108 shares of common stock, which represented the aggregate number of fractional shares that were cashed out as a result of the reverse stock split effected in July 2014, as described above.

Options, Warrants and Restricted Stock Units

Options

In July 2010, the stockholders approved the 2010 Equity Incentive Plan (the “2010 Plan”) and on May 19, 2011, the stockholders approved an amendment to the 2010 Plan increasing the authorized shares thereunder by 300,000, on a post-Split Effective Time basis. As of December 31, 2016, there were outstanding options to purchase an aggregate of 702,959 shares of common stock. Effective on June 2, 2016, the 2010 Plan was frozen and no further grants will be made under the 2010 Plan. Shares that are forfeited under the 2010 Plan on or after June 2, 2016 will become available for issuance under the Amended and Restated 2014 Plan (as defined below).

In July 2014, the stockholders approved the 2014 Stock Incentive Plan (the “2014 Plan”). On June 2, 2016, at the 2016 Annual Meeting of Stockholders (the “Annual Meeting”), the stockholders of the Company approved the amendment and restatement of the Company’s 2014 Plan (the “Amended and Restated 2014 Plan”). Pursuant to the terms of the Amended and Restated 2014 Plan, the maximum number of shares reserved for issuance thereunder is 4,160,000 (representing an increase of 1,600,000). As of December 31, 2016, there were outstanding options to purchase an aggregate of 3,132,641 shares of common stock and 934,070 shares available for grant under the Amended and Restated 2014 Plan. Additionally, 32,501 shares of common stock forfeited under the 2010 Plan are available for issuance under the Amended and Restated 2014 Plan.

On February 10, 2015, the Company’s former Chief Executive Officer, Dr. Russell Ellison, transitioned to service as a consultant. The Company accelerated 266,667 of his options on March 3, 2015 in accordance with the original terms of his employment agreement. The corresponding charge related to these options was also accelerated in the first quarter of 2015. The exercise period for Dr. Ellison’s vested options were also extended until the end of their term, or July 9, 2024 in accordance with the original terms of his employment agreement. The remainder of 266,666 unvested options were forfeited in accordance with the original terms of his employment agreement.

On November 28, 2016, the Company’s former Chief Scientific Officer, Lee Arnold, resigned without cause. In accordance with the separation agreement and Dr. Arnold’s original employment agreement, the Company accelerated the expense associated with 21,585 of his options, which were to vest within six months of his termination, and extended the exercise period for Dr. Arnold’s vested options until the end of their term, or May 15, 2024.

A summary of the Company’s option activity and related information for the years ended December 31, 2016, 2015 and 2014 is as follows:

	Number of Shares	Weighted Average Exercise Price	Total Intrinsic Value
Outstanding as of December 31, 2014	3,249,651	\$ 6.26	\$ 5,187,924
Granted	500,300	13.02	-
Exercised	(76,422)	7.25	22,348
Expired	(11,800)	7.20	-
Forfeited	(293,945)	7.26	-
Outstanding as of December 31, 2015	3,367,784	7.16	3,971,205
Granted	1,196,500	7.46	5,676,405
Exercised	(21,200)	7.20	-
Forfeited	(85,833)	12.18	-
Outstanding as of December 31, 2016	4,457,251	\$ 7.14	\$ 23,258,604
Options vested and exercisable	3,008,401	\$ 6.59	\$ 17,156,719

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The Company expects that all outstanding unvested options will vest. The fair value of the options granted for the year ended December 31, 2016 and 2015, was based on the following assumptions:

	Year Ended December 31,	
	2016	2015
Exercise price	5.84 - 13.21	7.88 - 16.55
Expected stock price volatility	85.8% - 91.8%	88.62% - 95.55%
Risk-free rate of interest	1.36% - 2.18%	1.49% - 2.27%
Term (years)	5.3 - 7.0	5.0 - 8.2

Estimated future stock-based compensation expense relating to unvested stock options is as follows:

	Future Stock Option Compensation Expenses
Year ended December 31, 2017	\$ 3,144,140
Year ended December 31, 2018	1,480,661
Year ended December 31, 2019	632,426
Year ended December 31, 2020	160,332
Total	\$ 5,417,559

The weighted average remaining amortization period is approximately 1.7 years at December 31, 2016.

Stock-based compensation expenses for the years ended December 31, 2016, 2015 and 2014 were as follows:

	Year Ended December 31,		
	2016	2015	2014
Research and development	\$ 3,025,178	\$ 3,257,732	\$ 2,707,336
General and administrative	1,999,334	4,618,852	7,930,158
Total stock-based compensation expense	\$ 5,024,512	\$ 7,876,584	\$ 10,637,494

Warrants

In connection with the Company's financings from 2007 to 2010, the Company issued warrants to investors and/or placement agents, as well as certain consultants, to purchase shares of common stock. In connection with the Merger, the Company issued warrants to purchase up to 120,265 shares of its common stock to its financial advisor for the Merger. The warrants were valued at \$679,447 and expensed during the quarter ended September 30, 2014.

On April 17, 2015, the Company issued an aggregate of 88,293 shares of common stock from the cashless exercise of 120,265 warrants. The Company did not receive any proceeds from this cashless exercise.

During the year ended December 31, 2015, 133,587 warrants to purchase common stock expired unexercised.

A summary of the Company's warrant activity and related information is as follows:

	Warrants	Weighted Average Exercise Price
Outstanding as of December 31, 2014	270,761	\$ 24.34
Expired	(133,587)	39.34
Exercised	(120,265)	5.13
Outstanding as of December 31, 2015	16,909	\$ 30.81
Outstanding as of December 31, 2016	16,909	\$ 30.81

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
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There was no warrant activity for the year ended December 31, 2016. The weighted average remaining contractual life of outstanding warrants at December 31, 2016 is approximately 3.4 years.

Note 9 - Income Taxes

There was no current income tax provision for the years ended December 31, 2016, 2015 and 2014. There was a deferred income tax benefit of \$617,672 for the years ended December 31, 2016. There was no deferred income tax benefit for the years ended December 31, 2015 and 2014.

The Company's deferred tax assets as of December 31, 2016 and 2015 consist of the following:

	<u>As of December 31,</u>	
	<u>2016</u>	<u>2015</u>
Deferred tax assets:		
Net-operating loss carryforward	\$ 59,926,000	\$ 46,365,000
Stock-based compensation	9,279,000	10,397,000
In-Process R&D	4,050,000	5,282,000
R&D credit	3,962,000	3,068,000
Change in unrealized loss on marketable securities	178,000	368,000
Other	316,000	783,000
Total Deferred Tax Assets	77,711,000	66,263,000
Valuation allowance	(77,711,000)	(66,263,000)
Deferred Tax Asset, Net of Allowance	\$ -	\$ -
In-process research and development (Assembly Merger)	11,119,651	11,600,000
Deferred Tax Liability	\$ 11,119,651	\$ 11,600,000

The Company maintains a valuation allowance on deferred tax assets due to the uncertainty regarding the ability to utilize these deferred tax assets in the future. The deferred tax liability was recorded in connection with the acquisition of Assembly Pharmaceuticals in 2014 and relates to the difference between the carrying amount of in-process research and development for financial statement purposes relative to the amount used for income tax purposes. The deferred tax liability was \$11.1 and \$11.6 million as of December 31, 2016 and 2015, respectively.

At December 31, 2016, the Company had potentially utilizable gross Federal net operating loss carryforwards of approximately \$146.5 million, State net operating loss carry-forwards of approximately \$174.0 million and research and development credit carry forward of approximately \$4.0 million, all of which expire between 2027 and 2036.

Sections 382 and 383 of the Internal Revenue Code of 1986 subject the future utilization of net operating losses and certain other tax attributes to an annual limitation in the event of certain ownership changes, as defined. The Company has undergone an ownership change study and has determined that a "change in ownership" as defined by IRC Section 382 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder, did occur in December 2010, January 2013 and October 2014. Accordingly, approximately \$39.1 million of the Company's net operating loss carryforwards will expire unused and not be available to offset future taxable income. Based on the company having undergone multiple ownership changes throughout their history these net operating loss carryforwards before the October 2014 ownership change will free up over their carryforward periods.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
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The following is a reconciliation of the U.S. federal statutory rate to the effective income tax rates for the year ended December 31, 2016, 2015 and 2014:

	As of December 31,		
	2016	2015	2014
Statutory Federal Income Tax Rate	(34.0)%	(34.0)%	(34.0)%
State Taxes, Net of Federal Tax Benefit	(4.3)%	(11.0)%	(11.0)%
Merger Cost	-%	0.9%	-%
Stock based Compensation - ISOs	3.4%	16.7%	-%
Credits	(1.8)%	-%	-%
Rate Change	7.5%	-%	-%
Other	2.3%	0.1%	-%
Change in Valuation Allowance	25.5%	27.3%	45.0%
Income Taxes Provision (Benefit)	(1.4)%	-%	-%

Note 10 - License Agreements

HBV Research Agreement with Indiana University

The Company, through its wholly-owned subsidiary, Assembly Pharmaceuticals, is party to a license agreement with Indiana University Research and Technology Corporation ("IURTC") from whom it has licensed the Company's HBV therapy. The license agreement requires the Company to make milestone payments based upon the successful accomplishment of clinical and regulatory milestones related to the HBV therapy. The aggregate amount of all performance milestone payments under the IURTC license agreement, should all milestones through development be met, is \$825,000. As of December 31, 2016, no performance milestone payments have been made. The Company also is obligated to pay IURTC royalty payments based on net sales of the licensed technology. The Company is also obligated to pay diligence maintenance fees (starting at \$25,000 in 2014 and rising to \$100,000 in the year following first commercial sale of licensed product) each year to the extent that the royalty, sublicensing, and milestone payments to IURTC are less than the diligence maintenance fee for that year.

Microbiome Targeted Colonic Delivery Platform

On November 8, 2013, Assembly entered into a License and Collaboration Agreement with Therabiome, LLC, for all intellectual property and know-how owned or controlled by Therabiome relating to the oral delivery of pharmaceutical drugs to specific sites in the intestine, using a pH sensitive controlled release platform technology. Under the agreement, Therabiome granted to Assembly the exclusive worldwide license, with rights to sublicense, to develop the intellectual property for commercialization (a) in the use of bacteria, viruses, proteins and small molecules by oral delivery in (i) gastro-intestinal dysbiosis, including but not limited to *C. difficile*, irritable bowel syndrome-constipation and inflammatory bowel disease, (ii) auto-immune disorders and autism, including but not limited to as controlled by bacteria or virus, and (iii) orally delivered vaccines, including viral and bacterial, and (b) any oral delivery of small molecules using the licensed intellectual property. Assembly will be solely responsible for all research and development activities with respect to any product it develops under the license.

For the license, Assembly paid Therabiome an upfront non-refundable license fee of \$300,000. Assembly must pay Therabiome clinical and regulatory milestones for each product or therapy advanced from the platform for U.S. regulatory milestones. Assembly also must pay Therabiome lesser amounts for foreign regulatory milestones, which vary by country and region. Assembly also must pay Therabiome royalties on annual net sales of a product in the low to mid-single digit percentages plus, once annual net sales exceed two certain thresholds, a one-time cash payment upon reaching each threshold.

Therabiome must pay Assembly royalties on annual net sales of any product it develops, using the intellectual property, in the low double to mid-double digit percentages, depending on the level of development or involvement Assembly had in the product.

Note 11 - Commitments and Contingencies

Real Property Leases and Equipment Leases

The Company leases office space for corporate functions in Carmel, IN under a lease agreement that expires in June 2021. The leased locations in Carmel, IN support both the HBV-cure and microbiome programs.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The Company leases office and laboratory space in San Francisco, California under a sublease that expires in December 2017. Research activities for the HBV-cure program are also being conducted at laboratory space leased from Indiana University at Bloomington, IN that expires in December 2017. Research activities for the microbiome program are also conducted at office and laboratory space leased from the University of Florida Research Foundation in Alachua, FL that expires in May 2017.

The total leasing expenses for the years ended December 31, 2016 and 2015 were approximately \$1.2 million and \$0.7 million, respectively.

Pursuant to a Master Lease agreement dated November 25, 2014, the Company is leasing certain laboratory equipment. The equipment lease expense for the year ended December 31, 2016 and 2015 amounted to approximately \$705,000 and \$107,000, respectively. These equipment leases begin to expire in 2017, with the final lease expiring in 2020. The sum of all future payments through termination is approximately \$1.7 million.

Future minimum rental payments for real estate and equipment required as of December 31, 2016 are as follows:

Year Ended December 31, 2017	\$ 1,900,556
Year Ended December 31, 2018	786,419
Year Ended December 31, 2019	376,686
Year Ended December 31, 2020	111,013
Year Ended December 31, 2021	55,353
	<u>\$ 3,230,027</u>

Employment Agreements

The Company has employment agreements with its Chief Executive Officer and Chief Financial Officer/Chief Operating Officer, which agreements set forth the terms of their employment, including severance arrangements. The Chief Executive Officer and Chief Financial Officer/Chief Operating Officer were paid an aggregate annual base salary of approximately \$780,500 in 2015 and approximately \$823,000 in 2016.

Effective January 5, 2016, the Company entered into an employment agreement with its new Chief Scientific Officer. The agreement has a term of five years and will be automatically extended for additional one-year periods unless the Company notifies the officer at least 180 days prior to the then current expiration date that it intends to not extend the employment agreement. The employment agreement initially provides for a base salary of \$380,000 per year. The Chief Scientific Officer is also eligible for an annual discretionary bonus based on achievement of financial, clinical development and business milestones established by the Board of Directors, with the Chief Scientific Officer eligible for a bonus of up to 35% of his base salary. The Chief Scientific Officer also received a signing bonus payable after 30 days of employment in the amount of \$75,000, which signing bonus is subject to repayment in the event his employment terminates for certain reasons prior to January 5, 2017. The employment agreement also provides for severance in connection with the termination of employment.

On January 9, 2016, the Company entered into an at-will employment letter agreement with its new Chief Development Officer. The employment agreement provides for at-will employment, subject to payment of severance benefits depending on the circumstances of termination. The employment agreements initially provided for a base salary of \$360,000 per year and the employee is also eligible for an annual discretionary bonus based on achievement of financial, clinical development and business milestones established by the Board of Directors of up to 35% of his base salary.

Effective September 26, 2016, the Company entered into an employment agreement with its new Chief Scientific Officer - Microbiome. The agreement provides for an at-will employment arrangement. The employment agreement initially provides for a base salary of \$380,000 per year. The Chief Scientific Officer - Microbiome is also eligible for an annual discretionary bonus based on achievement of financial, clinical development and business milestones established by the Board of Directors, with the Chief Scientific Officer-Microbiome eligible for a bonus of up to 35% of his base salary. The Chief Scientific Officer - Microbiome also receives, for up to twelve months following the effective date, a commuting allowance of up to \$75,000 and reimbursement of up to \$100,000 for relocation expense incurred during the twenty-four months following the effective date. Relocation expenses actually paid shall be repaid to the Company in the event the Chief Scientific Officer – Microbiome resigns from the Company prior to the first anniversary of the effective date. The employment agreement also provides for severance in connection with the termination of employment.

Litigation

The Company is not a party to any material legal proceedings and is not aware of any claims or actions pending or threatened against it. From time to time, the Company may be subject to various legal proceedings and claims that arise in the ordinary course of its business activities.

ASSEMBLY BIOSCIENCES, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Note 12 - Subsequent Event

Allergan Collaboration Agreement

On January 6, 2017, the Company entered into a Research, Development, Collaboration and License Agreement (the “Collaboration Agreement”) with Allergan Pharmaceuticals International Limited (“Allergan”) to develop and commercialize select microbiome gastrointestinal programs. Pursuant to the Collaboration Agreement, the Company granted Allergan an exclusive worldwide license to certain of its intellectual property, including its intellectual property arising under the Collaboration Agreement, to develop and commercialize licensed compounds for ulcerative colitis, Crohn’s disease and irritable bowel syndrome.

Under the Collaboration Agreement, Allergan and the Company will collaborate on research and development activities with respect to the licensed compounds in accordance with a mutually agreed upon research and development plan.

Pursuant to the terms of the Collaboration Agreement, in connection with the closing of the transaction on February 10, 2017, Allergan paid the Company an upfront payment of \$50 million. Additionally, the Company is eligible to receive up to approximately \$630 million in development milestone payments and up to approximately \$2.15 billion in commercial milestone payments in connection with the successful development and commercialization of licensed compounds for up to six different indications. In addition, the Company is eligible to receive tiered royalties at rates ranging from the mid-single digits to the mid-teens based on net sales. Allergan and the Company have agreed to share development costs up to an aggregate of \$75 million through proof-of-concept (“POC”) studies on a 2/3, 1/3 basis, respectively, and Allergan has agreed to assume all post-POC development costs. In the event any pre-POC development costs exceed \$75 million in the aggregate, the Company may elect either (a) to fund 1/3 of such costs in excess of \$75 million or (b) to allow Allergan to deduct from future development milestone payments 1/3 of the development costs funded by Allergan in excess of \$75 million plus a premium of 25%. The Company has an option to co-promote the licensed programs in the United States and China, subject to certain conditions set forth in the Collaboration Agreement.

Allergan may terminate the Collaboration Agreement for convenience at any time upon either 90 days’ (prior to the initiation of the first POC trial of a licensed product) or 120 days’ (after the initiation of the first POC trial of a licensed product), as applicable, advance written notice to the Company. The Collaboration Agreement also contains customary provisions for termination by either party, including in the event of breach of the Collaboration Agreement, subject to cure.

Common Stock

In January and February, 2017, the Company issued an aggregate of 19,166 shares of common stock from the exercise of options.

Note 13 - Selected Quarterly Financial Data (Unaudited)

The following table contains quarterly financial information for fiscal years 2016 and 2015. The Company believes that the following information reflects all normal recurring adjustments necessary for a fair statement of the information for the periods presented.

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
2016				
Operating expenses	\$ 11,277,152	\$ 10,454,130	\$ 11,678,925	\$ 11,868,254
Interest and other income	\$ 490,421	\$ 444,605	\$ 378,381	\$ 225,681
Realized loss from marketable securities	\$ (201,827)	\$ (142,675)	\$ (273,573)	\$ (521,786)
Net loss	\$ (10,988,558)	\$ (10,152,200)	\$ (11,574,117)	\$ (11,546,687)
Basic and diluted net loss per common share	\$ (0.64)	\$ (0.59)	\$ (0.67)	\$ (0.67)
2015				
Operating expenses	\$ 7,203,218	\$ 7,153,905	\$ 7,122,226	\$ 8,176,281
Interest and other income	\$ 58,265	\$ 211,234	\$ 502,684	\$ 456,647
Realized gain (loss) from marketable securities	\$ -	\$ -	\$ 1,609	\$ (28,642)
Net loss	\$ (7,144,953)	\$ (6,942,671)	\$ (6,617,933)	\$ (7,748,276)
Basic and diluted net loss per common share	\$ (0.64)	\$ (0.41)	\$ (0.38)	\$ (0.45)

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (the “**Agreement**”), is entered into as of September 14, 2016, with an effective date of September 26, 2016 (the “**Effective Date**”), by and between Assembly Biosciences, Inc., a Delaware corporation with principal executive offices at 11711 N. Meridian Street, Suite 310, Carmel, IN 46032 (the “**Company**”), and Miguel S. Barbosa, Ph.D. (the “**Executive**”).

WITNESSETH:

WHEREAS, the Company desires to employ the Executive as Chief Scientific Officer – Microbiome as of the Effective Date, and the Executive desires to accept employment by the Company; and

WHEREAS, the parties desire to enter into this Agreement, setting forth the terms and conditions of the Executive’s employment with the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Employment.

(a) Services. The Executive will be employed by the Company as its Chief Scientific Officer - Microbiome, reporting to the Company’s Chief Executive Officer, and shall perform such duties as are consistent with a position as Chief Scientific Officer - Microbiome (the “**Services**”). The Executive agrees to perform such Services faithfully, to devote his full working time, attention and energies to the business of the Company and, while he remains employed and subject to the terms of this Agreement, not to engage in any other business activity that is in conflict with his duties and obligations to the Company.

(b) Acceptance. Executive hereby accepts such employment and agrees to render the Services.

2 . Term. The Executive’s employment under this Agreement shall commence on the Effective Date and shall continue on an “at-will” basis until terminated pursuant to Section 8 of this Agreement (the “**Term**”).

3 . Best Efforts. The Executive shall devote his full business time, attention and energies to the business and affairs of the Company and shall use his best efforts to advance the best interests of the Company and during the Term shall not be actively engaged in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, that will interfere with the performance by the Executive of his duties hereunder or the Executive’s availability to perform such duties or that will adversely affect, or negatively reflect upon, the Company.

4 . Compensation. As full compensation for the performance by the Executive of his duties under this Agreement, the Company shall pay the Executive as follows:

(a) Base Salary. Throughout the Term, the Company shall pay Executive an annual salary (the “**Base Salary**”) equal to three hundred eighty thousand dollars (\$380,000) per year. Payment shall be made in accordance with the Company’s normal payroll practices. The Base Salary will be reviewed by the Chief Executive Officer and/or the Board of Directors (the “**Board**”), or a committee thereof, no less frequently than annually, and may be increased (but not decreased).

(b) Annual Milestone Bonus. At the sole discretion of the Board, the Executive may receive a discretionary annual bonus during the Term (the “**Annual Milestone Bonus**”) in an amount up to thirty-five percent (35%) of his then current Base Salary based on the attainment by the Executive of certain financial, clinical development and business milestones (the “**Milestones**”) as established annually by the Board (or a committee thereof). Any Annual Milestone Bonus earned with respect to the 2016 fiscal year will be prorated based upon the number of days you are employed in the 2016 fiscal year. The Annual Milestone Bonus shall be payable either as a lump-sum payment or in installments as determined by the Board in its sole discretion, *provided, however*, if the Board determines to pay the Executive in installments, such installments shall be no less frequently than monthly, and shall be over a time period not to exceed four (4) months, unless otherwise agreed by the Executive in writing. Notwithstanding the foregoing, the Annual Milestone Bonus, if any, for a given year will be paid in full no later than March 15 of the calendar year immediately following the calendar year for which the Annual Milestone Bonus, if any, is earned.

(c) Living Expense, Commuting Assistance and Relocation Expense. Executive and the Company agree that Executive will focus the majority of working efforts in the Company's offices in San Francisco, California. The Company acknowledges and accepts that the Executive's current place of residence is located in Austin, Texas. For up to twelve months following the Effective Date, the Company will reimburse or pay directly on behalf of the Executive up to \$75,000 in cash, less all applicable withholdings and deductions required by law and subject to reasonable documentation (the "**Commuting Allowance Amounts**") for the expenses incurred by the Executive to maintain a separate apartment in or near the San Francisco office and to assist with commuting expenses to and from such offices; *provided* that this twelve month period may be extended with approval of the CEO. Executive shall relocate his primary residence from the Austin, Texas area to the San Francisco, California area or such other location as may be mutually agreed upon by the Company and Executive during the first twenty-four months of the Term ("**Relocation Period**"). The Company shall reimburse Executive for reasonable and necessary documented relocation and moving expenses incurred during the Relocation Period, including but not limited to reasonable and documented expenses incidental to the sale of his primary residence in the Austin, Texas area and the purchase of his primary residence in the San Francisco, California area (the "**Relocation Expenses**"). Such reimbursement shall be dependent upon Executive's submission, within thirty (30) days after such expenses are incurred, of documentation reasonably acceptable to the Company that evidences such expenses. Reimbursement of the Relocation Expenses, if any, shall be made no later than forty-five (45) days after the Company's receipt of approved documentation. In no event shall the Company reimburse Executive for Relocation Expenses in excess of \$100,000. Notwithstanding the foregoing, Executive and the Company acknowledge and agree that the Relocation Expenses will not be earned to any extent prior to the first anniversary of the Effective Date and will only be earned on the first anniversary of the Effective Date if Executive remains actively employed by the Company through such anniversary. In the event that Executive resigns his employment with the Company on or prior to the first anniversary of the Effective Date, then Executive hereby agrees to repay in full to the Company all Relocation Expenses for which he has been reimbursed, which such repayment shall occur no later than forty-five (45) days after the date of Executive's resignation of employment with the Company. Executive hereby authorizes the Company to immediately offset against and reduce any amounts otherwise due to him for any amounts in respect of the obligation to repay the Relocation Expenses.

(d) Withholding. The Company shall withhold all applicable federal, state and local taxes, social security and such other amounts as may be required by law from all amounts payable to the Executive under this Agreement, including Section 4.

(e) Equity. Subject to and upon approval by the Board, the Company will grant to the Executive an option to purchase 190,000 shares of common stock of the Company (the "**Stock Options**"). The Stock Options will be subject to vesting over four years, and will otherwise be subject to the terms and conditions of the Company's stock option plan and a stock option agreement as approved by the Board setting forth the exercise price, vesting conditions and other restrictions. The Stock Options and any subsequently granted equity or derivative securities will be collectively referred to in this Agreement as the "**Equity Awards.**"

(f) Expenses. The Company shall provide the Executive with a corporate credit card for business use, and shall reimburse the Executive for all normal, usual and necessary expenses incurred by the Executive in furtherance of the business and affairs of the Company, including reasonable travel and entertainment, upon timely receipt by the Company of appropriate vouchers or other proof of the Executive's expenditures and otherwise in accordance with any expense reimbursement policy as may from time to time be adopted by the Company.

(g) Other Benefits. The Executive shall be entitled to all rights and benefits for which he shall be eligible under any benefit or other plans (including, without limitation, dental, medical, medical reimbursement and hospital plans, pension plans, employee stock purchase plans, profit sharing plans, bonus plans and other so-called “**Fringe Benefits**”) as the Company shall make available to its senior executives from time to time. In addition, if applicable, the Company shall reimburse the Executive for his reasonable licensing fees, continuing professional education, and other professional dues. The Company shall also name the Executive as a covered person under its Directors & Officers insurance policies.

(h) Vacation. In addition, you will be entitled to paid vacation in accordance with the Company’s vacation policy, as in effect from time to time.

5. Confidential Information and Inventions.

(a) The Executive recognizes and acknowledges that in the course of his duties he is likely to receive confidential or proprietary information owned by the Company or third parties with whom the Company has an obligation of confidentiality, relating to and used in the Company’s business (collectively, “**Confidential and Proprietary Information**”). Confidential and Proprietary Information shall include, but shall not be limited to, confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, investments, sales activities, promotions, credit and financial data, manufacturing processes, financing methods, plans or the business and affairs of the Company or of any affiliate, client or service provider of the Company, and any and all information relating to the operation of the Company’s business which the Company may from time to time designate as confidential or proprietary or that the Executive reasonably knows should be, or has been, treated by the Company as confidential or proprietary. The Executive expressly acknowledges that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. The Executive further agrees that if any information that the Company deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret, such information will, nevertheless, be considered Confidential and Proprietary Information for purposes of this Agreement. Confidential and Proprietary Information does not include any information that: (i) at the time of disclosure is generally known to, or readily ascertainable by, the public; (ii) becomes known to the public through no fault of the Executive or other violation of this Agreement; or (iii) is disclosed to the Executive by a third party under no obligation to maintain the confidentiality of the information. The Executive agrees, during and after the Term, except as reasonably necessary for the fulfillment of his duties under this Agreement: (i) not to use any such Confidential and Proprietary Information for himself or others; (ii) to keep confidential and not disclose or make accessible to any other person or entity any Confidential and Proprietary Information; and (iii) not to take any Company Confidential and Proprietary Information (including but not limited to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) from the Company’s offices at any time. The Executive agrees to return immediately all Company material and reproductions (including but not limited to; to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof in his possession to the Company upon termination of employment, or at any time upon the Company’s request.

(b) Except with prior written authorization by the Company, the Executive agrees not to disclose or publish any of the Confidential and Proprietary Information, or any confidential, scientific, technical or business information of any other party to whom the Company owes an obligation of confidence, at any time during or after his employment with the Company. The restrictions in this Section 5(b) and in Section 5(a) above will not apply to any information that the Executive is required to disclose by law, *provided* that the Executive (i) notifies the Company of the existence and terms of such obligation, (ii) gives the Company a reasonable opportunity to seek a protective or similar order to prevent or limit such disclosure, and (iii) only discloses that information actually required to be disclosed.

(c) The Executive agrees that all inventions, discoveries, improvements and patentable or copyrightable works (“**Inventions**”) initiated, conceived or made by him, either alone or in conjunction with others, during the course of his employment by the Company or that result from work performed by the Executive for the Company, shall be the sole property of the Company to the maximum extent permitted by applicable law and, to the extent permitted by law, shall be “works made for hire” as that term is defined in the United States Copyright Act (17 U.S.C.A., Section 101). The Company shall be the sole owner of all patents, copyrights, trade secret rights, and other intellectual property or other rights in connection therewith. The Executive hereby assigns to the Company all right, title and interest he may have or acquire in all such Inventions; *provided, however*, that the Board may in its sole discretion agree to waive the Company’s rights pursuant to this Section 5(c) with respect to any Invention that is not directly or indirectly related to the Company’s business. The Executive further agrees to assist the Company in every proper way (but at the Company’s expense) to obtain and from time to time enforce patents, copyrights or other rights on such Inventions in any and all countries, and to that end the Executive will execute all documents necessary:

(i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

To the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement to assign certain classes of inventions made by an employee, this Section 5 will be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. As required pursuant to Section 2872 of the California Labor Code, Executive acknowledges that the Company has notified the Executive that the provisions of this Section 5 do not apply to an invention which qualified fully under the provisions of Section 2870 of the California Labor Code.

(d) The Executive acknowledges that, while performing the services under this Agreement the Executive may locate, identify and/or evaluate patented or patentable inventions having commercial potential in the fields of pharmacy, pharmaceutical, biotechnology, healthcare, technology and other fields which may be of potential interest to the Company (the “**Third-Party Inventions**”). The Executive understands, acknowledges and agrees that all rights to, interests in or opportunities regarding, all Third-Party Inventions identified by the Company or its affiliates or either of the foregoing Persons’ officers, directors, employees (including the Executive), agents or consultants during the Term shall be and remain the sole and exclusive property of the Company or such affiliate and the Executive shall have no rights whatsoever to such Third-Party Inventions and will not pursue for himself or for others any transaction relating to the Third-Party Inventions which is not on behalf of the Company.

(e) The provisions of this Section 5 shall survive any termination or expiration of this Agreement.

6 . Non-Solicitation. The Executive understands and recognizes that his services to the Company are special and unique and that in the course of performing such services the Executive will have access to and knowledge of Confidential and Proprietary Information (as defined in Section 5) and will become knowledgeable of and familiar with the Company’s customers and service providers as well as the Company’s business. The Executive acknowledges that, due to the unique nature of the Company’s business, the loss of any of its clients, service providers or business flow or the improper use of its Confidential and Proprietary Information could create significant instability and cause substantial damage to the Company and therefore the Company has a strong legitimate business interest in protecting the continuity of its business interests and the restrictions herein agreed to by the Executive narrowly and fairly serve such an important and critical business interest of the Company. Therefore, the Executive covenants and agrees as follows:

(a) Definitions. As used in this Agreement, the following terms have the meanings given to such terms below:

(i) “**Company Employee**” means (A) any person who is an employee of the Company at the time of the date of the Executive’s termination of employment, and (B) any person who was an employee of the Company during the six (6) month period prior to, the termination of the Executive’s employment.

(ii) “**Person**” means any person, firm, partnership, joint venture, corporation or other business entity.

(iii) “**Restricted Period**” means the period commencing on the date of the Executive’s termination of employment and ending twelve (12) months thereafter, *provided, however*, that this period will be tolled and will not run during any time Executive is in violation of this Section 6, it being the intent of the parties that the Restricted Period will be extended for any period of time in which the Executive is in violation of this Section 6.

(b) Non-Solicitation. During his employment with the Company and during the Restricted Period, the Executive will not, directly or indirectly, on the Executive’s own behalf or on behalf of any other Person, solicit, induce, or attempt to solicit or induce any Company Employee or any independent contractor (who is then engaged by the Company or was engaged by the Company in the prior six (6) months) to terminate his or her employment or engagement with the Company or to accept employment or engagement with any Person.

(c) Enforcement. In the event that the Executive breaches or threatens to breach any provisions of Section 5 or this Section 6, then the Company will suffer irreparable harm and monetary damages would be inadequate to compensate the Company. Accordingly, in addition to any other rights which the Company may have, the Company shall (i) be entitled, without the posting of bond or other security, to seek injunctive relief to enforce the restrictions contained in such Sections and (ii) have the right to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments and other benefits (collectively “**Benefits**”) derived or received by the Executive as a result of any transaction constituting a breach of any of the provisions of Sections 5 or 6, to the maximum extent permitted by law.

(d) Reasonableness and Severability. Each of the rights and remedies enumerated in Section 6(c) shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company at law or in equity. The Executive hereby acknowledges and agrees that the covenants provided for pursuant to Section 6 are essential elements of Executive’s employment by the Company and are reasonable with respect to their duration, geographic area and scope and in all other respects. If, at the time of enforcement of this Section 6, a court of competent jurisdiction holds that the restrictions stated herein are unreasonable under the circumstances then existing, the parties hereto agree that the maximum duration, scope or geographic area legally permissible under such circumstances will be substituted for the duration, scope or area stated herein. If any of the covenants contained in this Section 6, or any part of any of them, is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants or rights or remedies which shall be given full effect without regard to the invalid portions. No such holding of invalidity or unenforceability in one jurisdiction shall bar or in any way affect the Company’s right to the relief provided in this Section 6 or otherwise in the courts of any other state or jurisdiction within the geographical scope of such covenants as to breaches of such covenants in such other respective states or jurisdictions, such covenants being, for this purpose, severable into diverse and independent covenants.

(e) Defend Trade Secrets Act of 2016. The Executive understands that pursuant to the federal Defend Trade Secrets Act of 2016, the Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(f) Protected Disclosures. The Executive understands that nothing contained in this Agreement limits the Executive’s ability to communicate with any federal, state or local governmental agency or commission, including to provide documents or other information, without notice to the Company. The Executive also understands that nothing in this Agreement limits the Executive’s ability to share compensation information concerning the Executive or others, except that this does not permit the Executive to disclose compensation information concerning others that the Executive obtain because the Executive’s job responsibilities require or allow access to such information.

(g) Remedies. In the event that an actual proceeding is brought in equity to enforce the provisions of Section 5 or this Section 6, the Executive shall not urge as a defense that there is an adequate remedy at law nor shall the Company be prevented from seeking any other remedies which may be available. The Executive agrees that he shall not raise in any proceeding brought to enforce the provisions of Section 5 or this Section 6 that the covenants contained in such Sections limit his ability to earn a living.

(h) Survival. The provisions of Section 6 shall survive any termination of this Agreement.

7. Representations and Warranties.

(a) The Executive hereby represents and warrants to the Company as follows:

(i) Neither the execution or delivery of this Agreement nor the performance by the Executive of his duties and other obligations hereunder violate or will violate any statute, law, determination or award, or conflict with or constitute a default or breach of any covenant or obligation under (whether immediately, upon the giving of notice or lapse of time or both) any prior employment agreement, contract, or other instrument to which the Executive is a party or by which he is bound.

(ii) The Executive has the full right, power and legal capacity to enter and deliver this Agreement and to perform his duties and other obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of the Executive enforceable against him in accordance with its terms. No approvals or consents of any persons or entities are required for the Executive to execute and deliver this Agreement or perform his duties and other obligations hereunder.

(b) The Company hereby represents and warrants to the Executive that this Agreement and the employment of the Executive hereunder have been duly authorized by and on behalf of the Company, including, without limitation, by all required action by the Board.

8. Termination. The Executive's employment hereunder shall be terminated immediately upon the Executive's death and may be otherwise terminated as follows:

(a) The Executive's employment hereunder may be terminated by the Company for Cause. Any of the following actions by the Executive shall constitute "**Cause**":

(i) The willful failure, disregard or continuing refusal by the Executive to perform his duties hereunder;

(ii) Any act of willful or intentional misconduct, or a grossly negligent act by the Executive having the effect of injuring, in a material way (as determined in good-faith by the Company), the business or reputation of the Company, including but not limited to, any officer, director, or executive of the Company;

(iii) Willful misconduct by the Executive in carrying out his duties or obligations under this Agreement, including, without limitation, insubordination with respect to lawful directions received by the Executive from the Chief Executive Officer or from the Board;

(iv) The Executive's indictment of any felony or a misdemeanor involving moral turpitude (including entry of a *nolo contendere* plea);

(v) The determination by the Company, based upon clear and convincing evidence, after a reasonable and good-faith investigation by the Company following a written allegation by another employee of the Company, that the Executive engaged in some form of harassment prohibited by law (including, without limitation, age, sex or race discrimination), unless the Executive's actions were specifically directed by the Board;

(vi) Any intentional misappropriation of the property of the Company, or embezzlement of its funds or assets (whether or not a misdemeanor or felony);

(vii) Breach by the Executive of any of the provisions of Sections 5, 6, or 7 of this Agreement; and

(viii) Breach by the Executive of any provision of this Agreement other than those contained in Sections 5, 6, or 7 which is not cured by the Executive within thirty (30) business days after notice thereof is given to the Executive by the Company.

(b) The Executive's employment hereunder may be terminated by the Board due to the Executive's Disability. For purposes of this Agreement, a termination for "**Disability**" shall occur (i) when the Board has provided a written termination notice to the Executive supported by a written statement from a reputable independent physician mutually selected by the Company and the Executive, or the Executive's legal representatives in the event he is unable to make such selection due to mental incapacity, to the effect that the Executive shall have become so physically or mentally incapacitated as to be unable to resume, even with reasonable accommodation as may be required under the Americans With Disabilities Act, within the ensuing twelve (12) months, his employment hereunder by reason of physical or mental illness or injury, or (ii) upon rendering of a written termination notice by the Company after the Executive has been unable to substantially perform his duties hereunder, even with reasonable accommodation as may be required under the Americans With Disabilities Act, for one hundred twenty (120) or more consecutive days, or more than one hundred eighty (180) days in any consecutive twelve month period, by reason of any physical or mental illness or injury. For purposes of this Section 8(b), the Executive agrees to make himself available and to cooperate in any reasonable examination by a reputable independent physician mutually selected by the Company and the Executive, and paid for by the Company. Notwithstanding the foregoing, nothing herein shall give the Company the right to terminate the Executive prior to discharging its obligations to the Executive, if any, under the Family and Medical Leave Act, the Americans With Disabilities Act, or any other applicable law. The Company shall reimburse the Executive for his actual cost of maintaining a supplementary long-term disability insurance policy during the Term up to a maximum reimbursement of \$10,000 per year.

(c) The Executive's employment hereunder may be terminated by the Company (or its successor) by written notice to the Executive upon the occurrence of a Change of Control. For purposes of this Agreement, "**Change of Control**" means (i) the acquisition, directly or indirectly, following the Effective Date by any person (as such term is defined in Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended), in one transaction or a series of related transactions, of securities of the Company representing in excess of fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities if such person or his or its affiliate(s) do not own in excess of 50% of such voting power on the Effective Date of this Agreement, or (ii) the future disposition by the Company (whether direct or indirect, by sale of assets or stock, merger, consolidation or otherwise) of all or substantially all of its business and/or assets in one transaction or series of related transactions other than a merger (1) effected exclusively for the purpose of changing the domicile of the Company or (2) effected for the purpose of obtaining a public listing and/or publicly traded securities. Notwithstanding the foregoing, if the Change in Control does not constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), the amount of cash severance payable pursuant to Section 9(b), if any, shall be paid in equal installments in accordance with the Company's then payroll practice over a 18-month period. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment.

(d) The Executive's employment hereunder may be voluntarily terminated by the Executive for Good Reason. For purposes of this Agreement, "**Good Reason**" shall mean any of the following: (i) any material reduction by the Company of the Executive's duties, responsibilities, or authority which causes his position with the Company to become of less responsibility or authority than his position immediately following the Effective Date; (ii) any material reduction by the Company of the Executive's compensation or benefits payable hereunder (it being understood that a reduction of benefits applicable to all employees of the Company, including the Executive, shall not be deemed a reduction of the Executive's compensation package for purposes of this definition); (iii) any requirement by the Company, without the Executive's prior written consent, that the Executive locate the Executive's residence or primary place of employment to a location outside a 30-mile radius of such location mutually agreed upon between the Company and the Executive as of the Effective Date, or such other location that the Company and the Executive may mutually agree upon and designate from time to time during the Term; or (iv) a material breach by the Company of Section 7(b) of this Agreement which is not cured by the Company within 30 days after written notice thereof is given to the Company by the Executive. However, notwithstanding the above, Good Reason shall not exist unless: (x) the Executive notifies the Board within ninety (90) days of the initial existence of one of the adverse events described above, and (y) the Company fails to correct the adverse event within thirty (30) days of such notice, and (z) the Executive's voluntary termination because of the existence of one or more of the adverse events described above occurs within 24 months of the initial existence of the event.

(e) The Executive's employment may be terminated by the Company without Cause by delivery of written notice to the Executive effective the date of delivery of such notice.

(f) The Executive's employment may be terminated by the Executive in the absence of Good Reason by delivery of written notice to the Company effective fifteen (15) days after the date of delivery of such notice.

9. Compensation upon Termination.

(a) Accrued Benefits. Upon termination of the Executive's employment by either party regardless of the cause or reason, the Executive shall be entitled to the following, referred to herein as the "**Accrued Benefits**": (i) payment for any accrued, unpaid Base Salary through the termination date; (ii) if provided for under the Company's vacation plan or policy or required by applicable law, payment for any accrued, unused vacation days through the termination date; and (iii) reimbursement for any approved business expenses that the Executive has timely submitted for reimbursement in accordance with the Company's business expense reimbursement policy or practice. Except as otherwise expressly provided by this Agreement, the Company shall have no further payment obligations to the Executive and all Equity Awards that have not vested as of the date of termination shall be forfeited to the Company as of such date. Subject to this Section 9, Stock Options that have vested as of the Executive's termination shall remain exercisable for 90 days following such termination.

(b) Change of Control Severance. If during the Term a Change of Control occurs and if during the six (6) month period immediately following such Change of Control the Executive's employment is terminated by the Company without Cause pursuant to Section 8(e) or by the Executive for Good Reason pursuant to Section 8(d), *provided* that the Executive signs and does not revoke a general release of claims against the Company within the time period specified therein (which time period shall not exceed sixty (60) days), in form and substance satisfactory to the Company (the "**Release**"), and *provided further* that such termination is a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), then the Company shall provide the following benefits to the Executive, referred to herein as the "**Change of Control Separation Benefits**": (i) a lump sum payment equal to eighteen (18) months of the Executive's then-current Base Salary (less applicable taxes and withholdings); (ii) the full Annual Milestone Bonus (items (i) and (ii) being the "**Change of Control Separation Pay**"); (iii) immediate vesting in full of all Equity Awards; (iv) extension of the exercise period for all Stock Options to the end of their term; and (v) if the Executive properly and timely elects to continue his health insurance benefits under COBRA or applicable state continuation coverage after the date of termination, reimbursement for the Executive's applicable health continuation coverage premiums for the lesser of (A) the eighteen (18) month period following the month in which the Executive's termination date occurs, or (B) the maximum period permitted by applicable law, *provided* that the Company's obligation to pay a portion of the Executive's health continuation coverage premiums will terminate if he becomes eligible for insurance benefits from another employer during the reimbursement period. The Change of Control Separation Pay will be paid within sixty (60) days after the termination date.

(c) Other Severance Benefits. If the Executive's employment is terminated during the Term as a result of the Executive's Disability pursuant to Section 8(b), by the Company without Cause pursuant to Section 8(e), or by the Executive for Good Reason pursuant to Section 8(d), *provided* that the Executive signs and does not revoke the Release within the time period specified therein (which time period shall not exceed sixty (60) days), and *provided further* that such termination is a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h), then the Company shall provide the following benefits to the Executive, referred to herein as the "**Separation Benefits**": (i) the continued payment in installments of the Executive's then-current Base Salary (less applicable taxes and withholdings) for a period of twelve (12) months following the date of termination (the "**Separation Pay**"); (ii) all Equity Awards which would have become vested during the twelve (12) months following the termination date shall accelerate and vest; (iii) the extension of the exercise period for all vested Stock Options to the end of their term; and (iv) *provided* that the Executive properly and timely elects to continue his health insurance benefits under COBRA or applicable state continuation coverage after the date of termination, reimbursement for the Executive's applicable health care continuation coverage premiums for the lesser of (A) the twelve (12) month period following the month in which the termination date occurs, or (B) the maximum period permitted by applicable law, *provided* that the Company's obligation to pay a portion of the Executive's health continuation coverage premiums will terminate if he becomes eligible for insurance benefits from another employer during the reimbursement period. The first installment of the Separation Pay will be paid on the Company's first regular payday occurring sixty (60) days after the termination date in an amount equal to the sum of payments of Base Salary that would have been paid if he had remained in employment for the period from the termination date through the payment date. The remaining installments will be paid until the end of the 12-month period at the same rate as the Base Salary in accordance with the Company's normal payroll practices for its employees. The Executive understands that if he is eligible to receive the Separation Benefits, such Separation Benefits shall be in lieu of and not in addition to any other severance benefits otherwise provided for herein, including the severance benefits described in Section 9(b) of this Agreement. Notwithstanding the foregoing, if the Executive is entitled to receive the Separation Benefits but violates any provisions of this Agreement or any other agreement entered into by the Executive and the Company after termination of employment, the Company will be entitled to immediately stop paying any further installments of the Separation Benefits. If the Executive's employment is terminated during the Term as a result of the Executive's death, then the Company shall provide to the Executive's estate the continued payment of Executive's then-current Base Salary for a period of twelve (12) months following the date of termination, beginning on the Company's first regular payday following the date of such termination.

(d) This Section 9 sets forth the only obligations of the Company with respect to the termination of the Executive's employment with the Company, except as otherwise required by law, and the Executive acknowledges that, upon the termination of his employment, he shall not be entitled to any payments or benefits which are not explicitly provided in Section 9.

(e) Upon termination of the Executive's employment hereunder for any reason, if requested by the Board, the Executive shall be deemed to have resigned as director and or officer of the Company, to the extent applicable, effective as of the date of such termination.

(f) The provisions of this Section 9 shall survive any termination of this Agreement.

10 . 409A Restrictions. The intent of the parties to this Agreement is that the payments, compensation and benefits under this Agreement be exempt from or comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "**Section 409A**") and, in this connection, the following shall be applicable:

(a) To the greatest extent possible, this Agreement shall be interpreted to be exempt or in compliance with Section 409A.

(b) If any severance, compensation, or benefit required by this Agreement is to be paid in a series of installment payments, each individual payment in the series shall be considered a separate payment for purposes of Section 409A.

(c) If any severance, compensation, or benefit required by this Agreement that constitutes "nonqualified deferred compensation" within the meaning of Section 409A is considered to be paid on account of "separation from service" within the meaning of Section 409A, and the Executive is a "specified employee" within the meaning of Section 409A, no payments of any of such severance, compensation, or benefit shall be made for six (6) months plus one (1) day after such separation from service (the "**New Payment Date**"). The aggregate of any such payments that would have otherwise been paid during the period between the date of separation from service and the New Payment Date shall be paid to the Executive in a lump sum payment on the New Payment Date. Thereafter, any severance, compensation, or benefit required by this Agreement that remains outstanding as of the day immediately following the New Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms of this Agreement.

(d) The provisions of this Section 10 shall survive any termination of this Agreement.

11. Miscellaneous.

(a) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Indiana, without giving effect to its principles of conflicts of laws.

(b) In the event of any dispute arising out of, or relating to, this Agreement or the breach thereof (other than Sections 5 or 6 hereof), or regarding the interpretation thereof, the parties agree to submit any differences to nonbinding mediation prior to pursuing resolution through the courts. The parties hereby submit to the exclusive jurisdiction of the Courts of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, and agree that service of process in such court proceedings shall be satisfactorily made upon each other if sent by registered mail addressed to the recipient at the address referred to in Section 11(g) below.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and permitted assigns.

(d) This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company, including any successors or assigns in connection with any sale, transfer or other disposition of all or substantially all of its business or assets.

(e) This Agreement cannot be amended orally, or by any course of conduct or dealing, but only by a written agreement signed by the parties hereto.

(f) The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and such terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

(g) All notices, requests, consents and other communications, required or permitted to be given hereunder, shall be in writing and shall be delivered personally or by an overnight courier service or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses set forth on the first page of this Agreement, and shall be deemed given when so delivered personally or by overnight courier, or, if mailed, five days after the date of deposit in the United States mail. Either party may designate another address, for receipt of notices hereunder by giving notice to the other party in accordance with this Section 11(g).

(h) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

(i) As used in this Agreement, "affiliate" of a specified person or entity shall mean and include any person or entity controlling, controlled by or under common control with the specified person or entity.

(j) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend it to be effective as of the Effective Date by proper person thereunto duly authorized.

ASSEMBLY BIOSCIENCES, INC.

By: /s/ Derek Small
Name: Derek Small
Title: Chief Executive Officer and President

EXECUTIVE

/s/ Miguel S. Barbosa, Ph.D
Name: Miguel S. Barbosa, Ph.D

January 9, 2016

VIA EMAIL

Thomas E. Rollins
XXXXX XXXXXXXXXXX XXX
XXXXXX, XX XXXXX

Re: Employment Terms
Dear Tom,

On behalf of Assembly Biosciences, Inc. ("Assembly" or the "Company"), we are pleased to offer employment to you on the following terms:

1. **Position:** Your initial title will be Chief Development Officer and Head of Microbiome Program and you will initially report to the Company's Chief Executive Officer ("CEO"). This is a full-time position. You will perform the duties of Chief Development Officer and Head of Microbiome Program faithfully. You will devote your full working time, attention and energies to the business of the Company. You acknowledge that the Company has offices in New York City, Indiana and San Francisco, California and, notwithstanding where you live, you agree to travel to the Company's offices and such other locations as deemed necessary and appropriate by the Company to perform your duties for the Company. You understand that as the Company's Head of Microbiome Program your relocation may be required to best serve this program. While the Company would not ask you to relocate prior to 2017, you understand that it is an issue we may discuss with you at some point. The Company would of course pay all reasonable expenses incurred by you in connection with any such relocation, subject to submitting supporting documentation. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time), without prior written consent from the CEO. For avoidance of doubt, you may serve on the boards of charitable, educational and other non-profit organizations so long as they don't interfere with your work. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

2. **Start Date:** Unless otherwise agreed, your first day of employment will be January 11, 2016.

3. **Salary:** The Company will pay you a starting salary at the rate of \$360,000.00 per year (your "Base Salary"), payable in accordance with the Company's standard payroll schedule. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

4. **Bonuses:** You will be eligible to receive annual performance bonuses of up to 35% of your Base Salary. The actual bonus is discretionary and will be subject to the assessment of your performance, as well as business conditions at the Company as determined by the Company's Board of Directors (the "Board") or the Compensation Committee, in its sole discretion. No bonus is earned until paid. To the extent the Company decides to award you a bonus, such bonus will be paid to you no later than two and one-half (22) months following the end of the calendar year in which such bonus was earned.

5. **Benefits:** As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.

6. **Stock Options:** Subject to the approval of the Board or its Compensation Committee, you will be granted an option to purchase 125,000 shares of the Company's Common Stock. The exercise price per share will be determined by the Board or the Compensation Committee when the option is granted and will be equal to at least the fair market value of the Company's Common Stock as of the date of grant. The option will be subject to the terms and conditions applicable to options granted under the Company's 2010 Stock Incentive Plan (the "Plan"), as described in the Plan and the applicable stock option agreement. The option will vest and become exercisable in four equal annual installments of 1/4 of the underlying shares of Common Stock on each anniversary of your employment start date with the Company, such that all shares of Common Stock underlying the option will be vested and exercisable on the date four (4) years after your employment start date, subject to your continued employment with the Company through each applicable vesting date.

7. **Separation Benefits.** Except as provided at the end of this paragraph, in the event you are terminated by the Company without Cause (as defined below) provided that you sign and do not revoke a Release Agreement in a form provided by the Company within the time period specified therein (which time period shall not exceed sixty (60) days), the Company shall provide the following benefits to you, referred to herein as the "Separation Benefits": (i) the continued payment in installments of yours then-current Base Salary (less applicable taxes and withholdings) for a period of twelve (12) months following the date of termination (the "Separation Pay") (unless the termination date occurs upon a Change in Control (as defined in Section 409A (as defined below)) or within the six month period thereafter, in which case the Separation Pay shall include an amount equal to the annual bonus at target and shall be paid in a lump sum within 60 days of the date of termination); (ii) all Equity Awards which would have become vested during the twelve (12) months following the termination date shall accelerate and vest (unless termination date occurs within the six month period after a Change in Control, in which case all of the time-based Equity Awards will become immediately vested); (iii) the extension of the exercise period for all vested Stock Options to the end of their term; and (iv) provided that you properly and timely elect to continue your health insurance benefits under COBRA or applicable state continuation coverage after the date of termination, reimbursement for your applicable health care continuation coverage premiums for the lesser of (A) the twelve (12) month period following the month in which the termination date occurs, or (B) the maximum period permitted by applicable law, provided that the Company's obligation to pay a portion of your health continuation coverage premiums will terminate if you become eligible for insurance benefits from another employer during the reimbursement period. Except as noted above, the Separation Pay will be paid in installments until the end of the 12-month period at the same rate as the Base Salary in accordance with the Company's normal payroll practices for its employees. You understand that if you are eligible to receive the Separation Benefits, such Separation Benefits shall be in lieu of and not in addition to any other severance benefits. Notwithstanding the foregoing, if you are entitled to receive the Separation Benefits but you violate any provisions of this Agreement or any other agreement entered into by you and the Company, the Company will be entitled to immediately stop paying any further installments of the Separation Benefits. Notwithstanding anything in this paragraph to the contrary, if the Company makes the determination that it is in the best interest of the Company or its Microbiome Program for you to relocate and you decide that you are unwilling to relocate, in lieu of the Separation Benefit provided above, the Company and you will negotiate in good faith a reasonable modified "separation benefit" that provides for less Separation Pay and less vesting of options than provided above.

“Cause” shall mean (i) your conviction of (A) a felony or (B) any misdemeanor involving moral turpitude, deceit, dishonesty or fraud; (ii) your gross negligence, willful misconduct or insubordination with respect to the Company or any affiliate of the Company; or (iii) your material violation of any provision of any agreement(s) between you and the Company including relating to noncompetition, nonsolicitation, nondisclosure and/or assignment of inventions, which, if curable, such violation is not cured within thirty (30) calendar days following delivery of written notice to you specifying in reasonable detail key elements of such violation.

8. **Proprietary Information and Inventions Agreement.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company’s standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as Exhibit A. Additionally, as a Company employee, you will be expected to abide by Company rules and regulations, sign and comply with the Company Insider Trading Policy and, acknowledge in writing that you have read the Company’s Employee Handbook.

9. **Representation Regarding Other Obligations:** This offer is conditioned on your representation that you are not subject to any confidentiality, non-competition agreement or any other similar type of restriction that may affect your ability to devote your full business time and attention to your work at the Company. If you have entered into any agreement that may restrict your activities on behalf of the Company, please provide me with a copy of the agreement as soon as possible. The Company reserves the right to rescind this offer should it determine that any such restriction poses a legal risk to the Company. Additionally, please understand it is the policy of the Company not to solicit or accept proprietary information and / or trade secrets of other companies or third parties. If you have or have had access to trade secrets or other confidential, proprietary information from your former employer or another third party, the use of such information in performing your duties at the Company is prohibited. This may include, but is not limited to, confidential or proprietary information in the form of documents, magnetic media, software, customer lists, and business plans or strategies. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. During our discussions about your proposed job duties, you assured us that you would be able to perform those duties within the guidelines just described.

10. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, reporting relationship, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

11. **Taxes.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.

12. **Section 409A.** For purposes of this letter agreement, a termination of employment will be determined consistent with the rules relating to a “separation from service” as defined in Section 409A of the Code and the regulations thereunder (“Section 409A”). Notwithstanding anything else provided herein, to the extent any payments provided under this letter agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a “specified employee” under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the 6- month period measured from your separation from service from the Company or (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent that any provision of this letter agreement is ambiguous as to its compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder comply with Section 409A. Payments pursuant to this letter agreement are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this letter agreement is determined to be subject to Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. Notwithstanding anything to the contrary in this letter agreement, if the Change in Control does not constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A, the amount of cash Separation Pay, if any, shall be paid in equal installments in accordance with the Company’s then payroll practice over a 12-month period. Solely for purposes of Section 409A of the Code, each installment payment is considered a separate payment.

13. Interpretation, Amendment and Enforcement. This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company will be governed by Indiana law, excluding laws relating to conflicts or choice of law.

We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Proprietary Information and Inventions Agreement and returning them to me. This offer, if not accepted, will expire at the close of business on January 11, 2016. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

Sincerely,

/s/ Derek Small

Derek Small
Chief Executive Officer

I have read and accept this employment offer:

/s/ Thomas E. Rollins

Signature of Thomas E. Rollins Dated: January 9, 2016 Attachment
Exhibit A: Proprietary Information and Inventions Agreement

Subsidiaries of Assembly Biosciences, Inc.

Subsidiaries	Jurisdiction of Incorporation
Assembly Pharmaceuticals, Inc.	Delaware
Assembly Biosciences Ireland Limited	Ireland
ASMB Microbiome China Holdco Ltd	Ireland
ASMB HBV China Holdco Ltd	Ireland

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements of Assembly Biosciences, Inc.:

- (1) Registration Statement (Form S-8 No. 333-173613),
- (2) Registration Statement (Form S-8 No. 333-182167),
- (3) Registration Statement (Form S-8 No. 333-198803),
- (4) Registration Statement (Form S-3 No. 333-208806),
- (5) Registration Statement (Form S-8 No. 333-213019),
- (6) Registration Statement (Form S-3 No. 333-200612)

of our report dated March 1, 2017, with respect to the consolidated financial statements of Assembly Biosciences, Inc. and Subsidiaries and the effectiveness of internal control over financial reporting of Assembly Biosciences, Inc. and Subsidiaries included in this Annual Report (Form 10-K) of Assembly Biosciences, Inc. and Subsidiaries for the year ended December 31, 2016.

/s/ Ernst & Young LLP
Stamford, Connecticut
March 1, 2017

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements of Assembly Biosciences, Inc. on Form S-3 (Nos. 333-200612 and 333-208806) and Form S-8 (Nos. 333-173613, 333-182167, 333-198803 and 333-213019) of our report dated March 12, 2015, on our audit of the consolidated financial statements for the year ended December 31 2014, which report is included in this Annual Report on Form 10-K to be filed on or about March 1, 2017.

/s/ EisnerAmper LLP
New York, New York
March 1, 2017

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Derek Small, certify that:

- (1) I have reviewed this annual report on Form 10-K for the year ended December 31, 2016 of Assembly Biosciences, 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 this 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 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.

Dated: March 1, 2017

/s/ Derek Small

Derek Small
President and Chief Executive Officer (Principal Executive Officer)

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, David J. Barrett, certify that:

- (1) I have reviewed this annual report on Form 10-K for the year ended December 31, 2016 of Assembly Biosciences, 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 this 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.

Dated: March 1, 2017

/s/ David J. Barrett

David J. Barrett
Chief Financial Officer (Principal Financial Officer and Principal Accounting
Officer)

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of Assembly Biosciences, Inc. (the "Company") for the fiscal year ended December 31, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Derek Small, President and Chief Executive Officer (Principal Executive Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 1, 2017

/s/ Derek Small

Derek Small
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the annual report on Form 10-K of Assembly Biosciences, Inc. (the "Company") for the fiscal year ended December 31, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David J. Barrett, Chief Financial Officer (Principal Financial and Accounting Officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 1, 2017

/s/ David J. Barrett

David J. Barrett
Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
