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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**Form 8-K**

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

**Date of Report (Date of earliest event reported): September 16, 2016**

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**MEDICINOVA, INC.**

(Exact name of registrant as specified in its charter)

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**DELAWARE**  
(State or other jurisdiction  
of incorporation)

**001-33185**  
(Commission  
File Number)

**33-0927979**  
(I.R.S. Employer  
Identification No.)

**4275 EXECUTIVE SQUARE,  
SUITE 650, LA JOLLA, CA**  
(Address of principal executive offices)

**92037**  
(Zip Code)

**Registrant's telephone number, including area code: (858) 373-1500**

**Not applicable.**

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

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement**

MediciNova, Inc. (the “Company”) previously entered into an At-the-Market Issuance Sales Agreement with MLV & Co. LLC (“MLV”) on May 22, 2015 (the “Original Sales Agreement”) and filed a prospectus supplement registering \$30,000,000 of the Company’s common stock for sale pursuant to the Original Sales Agreement. On September 16, 2016, the Company entered into an amendment No. 1 to the Original Sales Agreement (the “Amendment”, together with the Original Sales Agreement, the “Sales Agreement”), to also include FBR Capital Markets & Co. (“FBR”) as a sales agent. The Original Sales Agreement provided that sales under the Original Sales Agreement would be effected under an outstanding Form S-3 registration statement (File No. 333-185022), which expired by its terms on December 3, 2015. The Amendment also amends the Original Sales Agreement to provide that sales under the Sales Agreement will be effected under an outstanding Form S-3 shelf registration statement (File No. 333-208274) (the “Current Shelf Registration Statement”) that does not expire until August 29, 2019.

The Company filed a prospectus supplement on September 16, 2016 to move the remaining \$29,967,000 of the shares of common stock that can be sold pursuant to the Sales Agreement to the Current Shelf Registration Statement. The shares of common stock included in the prospectus supplement filed on September 16, 2016 represent the remaining shares previously registered for sale under the Sales Agreement, and the Company is not registering any additional shares for sale pursuant to the Sales Agreement.

A description of the terms and conditions of the Original Sales Agreement is set forth in the Company’s Current Report on Form 8-K filed with the Commission on May 22, 2015 and is incorporated herein by reference. The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

A copy of the opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP relating to the legality of the shares of common stock that may be issued pursuant to the Sales Agreement and the prospectus supplement is attached as Exhibit 5.1 to this Current Report on Form 8-K.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the securities discussed herein, nor shall there be any offer, solicitation, or sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

## **Item 9.01 Financial Statements and Exhibits**

### (d) Exhibits

| <u>Number</u> | <u>Description</u>  |
|---------------|---|
| 5.1           | Opinion of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  |
| 10.1          | Amendment No. 1 to At-the-Market Issuance Sales Agreement, dated September 16, 2016, by and among MediciNova, Inc., MLV & Co. LLC and FBR Capital Markets & Co. |
| 23.1          | Consent of Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP (included in Exhibit 5.1)  |

**SIGNATURE**

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

**MEDICINOVA, INC.**

By: /s/ Yuichi Iwaki  
Yuichi Iwaki, M.D., Ph.D.  
Chief Executive Officer

Date: September 16, 2016

September 16, 2016

MediciNova, Inc.  
4275 Executive Square, Suite 650  
La Jolla, California 92037

Ladies and Gentlemen:

You have requested our opinion with respect to certain matters in connection with the sale and issuance by MediciNova, Inc., a Delaware corporation (the “**Company**”), of up to an aggregate of \$29,967,000 of shares (the “**Shares**”) of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”), pursuant to an effective shelf registration statement on Form S-3 (File No. 333-208274) (the “**Registration Statement**”) and the related prospectus (the “**Base Prospectus**”) filed with the Securities and Exchange Commission (the “**Commission**”) on December 1, 2015 under the Securities Act of 1933, as amended (the “**Act**”), as supplemented by the prospectus supplement dated September 16, 2016, filed with the Commission pursuant to Rule 424(b) promulgated under the Act (together with the Base Prospectus, the “**Prospectus**”).

In connection with this opinion, we have examined and relied upon the Registration Statement and the Prospectus, the Company’s Certificate of Incorporation and Bylaws, as currently in effect, and the originals or copies certified to our satisfaction of such other documents, records, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below.

In rendering this opinion, we have assumed the genuineness and authenticity of all signatures on original documents; the genuineness and authenticity of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; the accuracy, completeness and authenticity of certificates of public officials; and the due authorization, execution and delivery of all documents where due authorization, execution and delivery are prerequisites to the effectiveness of such documents. We express no opinion as to matters governed by any laws other than the substantive laws of the State of Delaware and the federal laws of the United States of America, as in effect on the date hereof.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold pursuant to that certain At-the-Market Issuance Sales Agreement, dated as of May 22, 2015, by and between the Company and MLV & Co. LLC, as amended by that certain Amendment No. 1 to At-the-Market Issuance Sales Agreement, dated September 16, 2016, by and among the Company, MLV & Co. LLC and FBR Capital Markets & Co., in accordance with the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We consent to the reference to our firm under the caption “Legal Matters” in the Prospectus and to the filing of this opinion as an exhibit to a Current Report of the Company on Form 8-K. In giving our consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP

GUNDERSON DETTMER STOUGH VILLENEUVE FRANKLIN & HACHIGIAN, LLP

**AMENDMENT NO. 1 TO AT-THE-MARKET ISSUANCE SALES AGREEMENT**

September 16, 2016

Ladies and Gentlemen:

MediciNova, Inc. (the "Company"), and MLV & Co. LLC ("MLV") , are parties to that certain At-the-Market Issuance Sales Agreement dated May 22, 2015 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, together with FBR Capital Markets & Co. ("FBR") and together with MLV, the "Agent", intending to be legally bound, hereby amend the Original Agreement as follows (to be effective as set forth in paragraph 6 below):

1. Section 1 of the Original Agreement is hereby amended to replace

"The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "Securities Act"), with the Securities and Exchange Commission (the "Commission"), a registration statement on Form S-3 (File No. 333-185022), including a base prospectus, relating to certain securities, including the Placement Shares to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act").

With,

"The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (the "Securities Act"), with the Securities and Exchange Commission (the "Commission"), a registration statement on Form S-3 (File No. 333-208274), including a base prospectus, relating to certain securities, including the Placement Shares to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (the "Exchange Act").

2. All references to "MLV & Co. LLC" and "MLV" set forth in the Original Agreement are revised to read "MLV & Co. LLC and FBR Capital Markets & Co." and "the Agent," respectively.

3. All references to "May 22, 2015" set forth in Schedule I and Exhibit 7(1) of the Original Agreement are revised to read "May 22, 2015 (as amended by Amendment No. 1 to At-the-Market Issuance Sales Agreement, dated September 16, 2016)".

4. Section 14 of the Original Agreement is hereby amended to replace

"MLV & Co. LLC  
1301 Avenue of the Americas,  
43rd Floor  
New York, New York 10019  
Attention: Legal Department  
Telephone: (212) 542-5880  
Email: mlvlegal@mlvco.com

with a copy (which shall not constitute notice) to:

K&L Gates LLP  
1 Park Plaza, Twelfth Floor  
Irvine, CA 92614  
Attention: Michael Hedge  
Telephone: (949) 623-3519  
Email: michael.hedge@klgates.com

and if to the Company, shall be delivered to:

MediciNova, Inc.  
4275 Executive Square, Suite 650  
La Jolla, CA 92037  
Attention: Yuichi Iwaki, M.D., Ph.D.  
Telephone: (858) 246-8671  
Email: iwaki@medicinova.com

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
501 W. Broadway, Suite 1100  
San Diego, CA 92101-3575  
Attention: David R. Snyder  
Telephone: (619) 544-3369  
Email: dave.snyder@pillsburylaw.com”

With,

“FBR Capital Markets & Co.  
1300 North 17th Street, Suite 1400  
Arlington, VA 22209  
Attention: Legal Department  
E-mail: atmadmin@fbr.com

And

MLV & Co. LLC  
299 Park Avenue, 7th Floor  
New York, NY 10171  
Attention: Legal Department  
Facsimile: (212) 542-5880  
Email: mlvlegal@mlvco.com

with a copy (which shall not constitute notice) to:

Duane Morris LLP  
One Riverfront Plaza  
1037 Raymond Boulevard, Suite 1800  
Newark, NJ 07102  
Attention: James T. Seery  
Email: JTSeery@duanemorris.com

and if to the Company, shall be delivered to:

MediciNova, Inc.  
4275 Executive Square, Suite 650  
La Jolla, CA 92037  
Attention: Yuichi Iwaki, M.D., Ph.D.  
Telephone: (858) 246-8671  
Email: iwaki@medicinova.com

with a copy (which shall not constitute notice) to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP  
3570 Carmel Mountain Road, Suite 200  
San Diego, CA 92130  
Attention: Kirt W. Shuldberg  
Telephone: (858) 436-8060  
Email: kshuldberg@gunder.com”

5. Schedule 3 is hereby amended to replace

“The Company.

Yuichi Iwaki, M.D., Ph.D.  
Esther van den Boom  
Kazuko Matsuda, M.D., Ph.D., MPH  
Masatsune Okajima  
Geoffrey O’Brien, JD, MBA  
John O’Neil  
Kiyomi Suzue

iwaki@medicinova.com  
esther@medicinova.com  
matsuda@medicinova.com  
okajima@medicinova.com  
obrien@medicinova.com  
oneil@medicinova.com  
suzue@medicinova.com

MLV

Randy Billhardt  
Ryan Loforte  
Patrice McNicoll  
Miranda Toledano

rbillhardt@mlvco.com  
rloforte@mlvco.com  
pmnicoll@mlvco.com  
mtoledano@mlvco.com

With a copy to mlvatmdesk@mlvco.com”

With,

“The Company.

Yuichi Iwaki, M.D., Ph.D.  
Ryan Selhorn  
Kazuko Matsuda, M.D., Ph.D., MPH

iwaki@medicinova.com  
rselhorn@medicinova.com  
matsuda@medicinova.com

Masatsune Okajima  
Geoffrey O'Brien, JD, MBA  
Olamide Esan  
Kiyomi Suzue

okajima@medicinova.com  
obrien@medicinova.com  
oesan@medicinova.com  
suzue@medicinova.com

MLV and FBR

Patrice McNicoll  
Matthew Feinberg  
Ryan Loforte

pmcnicoll@fbr.com  
mfeinberg@fbr.com  
rloforte@fbr.com

With a copy to atmadmin@fbr.com.”

6. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

7. Entire Agreement; Amendment; Severability. This Amendment No. 1 to Sales Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the “Agreement” shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to “date of this Agreement” in the Original Agreement shall continue to refer to the date of the Original Agreement, and the reference to “time of execution of this Agreement” set forth in Section 13(a) shall continue to refer to the time of execution of the Original Agreement.

8. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

9. Waiver of Jury Trial. The Company, MLV and FBR each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

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

If the foregoing correctly sets forth the understanding among the Company, MLV and FBR, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Agreement between the Company, MLV and FBR.

Very truly yours,

**MEDICINOVA, INC.**

By: /s/ Yuichi Iwaki

Name: Yuichi Iwaki, M.D., Ph.D.

Title: President and Chief Executive Officer

**MLV & CO. LLC**

By: /s/ Patrice McNicoll

Name: Patrice McNicoll

Title: Chief Executive Officer

**FBR CAPITAL MARKETS & CO.**

By: /s/ Patrice McNicoll

Name: Patrice McNicoll

Title: Co-Head of Capital Markets