
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): May 12, 2015 (May 6, 2015)

TARGACEPT, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-51173
(Commission
File Number)

56-2020050
(IRS Employer
Identification No.)

**100 North Main Street, Suite 1510
Winston-Salem, North Carolina**
(Address of principal executive offices)

27101
(Zip Code)

(336) 480-2100
Registrant's telephone number, including area code

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

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

As previously reported, Targacept, Inc. ("**Targacept**"), Talos Merger Sub, Inc. ("**Merger Sub**"), a Delaware corporation and a wholly owned subsidiary of Targacept, and Catalyst Biosciences, Inc., a Delaware corporation ("**Catalyst**"), entered into an Agreement and Plan of Merger on March 5, 2015 ("**Merger Agreement**"), pursuant to which, among other things, subject to the satisfaction or waiver of the conditions set forth in the Merger Agreement, Merger Sub will merge with and into Catalyst, with Catalyst becoming a wholly owned subsidiary of Targacept and the surviving corporation of the merger (the "**Merger**").

On May 6, 2015, Targacept, Merger Sub, and Catalyst amended the Merger Agreement to extend from July 31, 2015, to September 30, 2015, the date upon or after which either Targacept or Catalyst may, subject to certain provisos, terminate the Merger Agreement should the Merger not be completed by such date ("**Amendment**").

The other material provisions of the Merger Agreement remain unchanged. The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Additional Information about the Merger and Where to Find More Information

In connection with the merger, Targacept and Catalyst intend to file relevant materials with the Securities and Exchange Commission, or the SEC, including a registration statement on Form S-4 that will contain a prospectus and a proxy statement/information statement. Investors and security holders of Targacept and Catalyst are urged to read these materials when they become available because they will contain important information about Targacept, Catalyst and the merger. The proxy statement, information statement, prospectus and other relevant materials (when they become available), and any other documents filed by Targacept with the SEC, may be obtained free of charge at the SEC web site at www.sec.gov. In addition, investors and security holders may obtain free copies of the documents filed with the SEC by Targacept by directing a written request to: Targacept, Inc., 100 North Main Street, Winston-Salem, North Carolina 27101, Attention: Chief Financial Officer. Investors and security holders are urged to read the proxy statement, prospectus and other relevant materials when they become available before making any voting or investment decision with respect to the merger.

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of 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. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Participants in the Solicitation

Targacept and its directors and executive officers and Catalyst and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of Targacept in connection with the proposed transaction. Information regarding the special interests of these directors and executive officers in the merger will be included in the proxy statement/ prospectus referred to above. Additional information regarding the directors and executive officers of Targacept is also included in Targacept's definitive Proxy Statement in connection with its 2014 Annual Meeting of Shareholders filed with the SEC on April 18, 2014 and incorporated by reference in Targacept's Annual Report on Form 10-K for the year ended December 31, 2014, which was filed with the SEC on March 16, 2015. These documents are available free of charge at the SEC web site (www.sec.gov) and from the Chief Financial Officer at Targacept at the address above.

Item 9.01 Financial Statements and Exhibits.

(d) The following exhibit is furnished with this report:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 1 to Agreement and Plan of Merger by and among Targacept, Inc., Talos Merger Sub, Inc., and Catalyst Biosciences, Inc. dated May 6, 2015.

SIGNATURES

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

Date: May 12, 2015

TARGACEPT, INC.

/s/ Patrick C. Rock

Patrick C. Rock

Senior Vice President, General Counsel and Secretary

EXHIBIT INDEX

**Exhibit
No.**

Description

10.1 Amendment No. 1 to Agreement and Plan of Merger by and among Targacept, Inc., Talos Merger Sub, Inc., and Catalyst Biosciences, Inc. dated May 6, 2015.

**AMENDMENT NO. 1 TO
AGREEMENT AND PLAN OF MERGER**

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "Amendment"), is made and entered into as of May 6, 2015, by and among Targacept, Inc., a Delaware corporation ("Talos"), Talos Merger Sub, Inc., a Delaware corporation (the "Merger Sub"), and Catalyst Biosciences, Inc., a Delaware corporation (the "Company"). All capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into that certain Agreement and Plan of Merger, dated as of March 5, 2015 (the "Merger Agreement"), providing for, among other things, the merger of the Merger Sub with and into the Company, with the Company surviving as a wholly-owned subsidiary of Talos; and

WHEREAS, pursuant to Section 10.2 of the Merger Agreement, the Parties wish to amend the Merger Agreement as set forth in this Amendment for the purpose of extending the date on which either Party may terminate the Merger Agreement under Section 9.1(b) of the Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and in the Merger Agreement, subject to the conditions set forth in the Merger Agreement, and intending to be legally bound hereby, the Parties agree as follows:

1. In Section 9.1(b) of the Merger Agreement, "July 31, 2015" is hereby replaced with "September 30, 2015".

2. Representations and Warranties. Each Party represents and warrants to the other as follows: (a) such Party has all requisite corporate power and authority to enter into this Amendment; (b) the execution and delivery of this Amendment has been duly authorized by all necessary corporate action on the part of such Party; and (c) this Amendment has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

3. References. All references to the Merger Agreement (including "hereof," "herein," "hereunder," "hereby" and "this Agreement") shall refer to the Merger Agreement as amended by this Amendment.

4. Effect on the Merger Agreement. Except as specifically amended by this Amendment, the Merger Agreement shall remain in full force and effect. This Amendment and

the matters set forth herein shall be governed by the terms and conditions of the Merger Agreement, as amended hereby, which are incorporated by reference into this Amendment. Each Party agrees that the Merger Agreement, as amended by this Amendment, constitutes the complete and exclusive statement of the agreement between the Parties, and supersedes all prior proposals and understandings, oral and written, relating to the subject matter contained herein. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Merger Agreement, the terms and provisions of this Amendment shall govern.

5. Amendment. This Amendment shall not be amended, supplemented, modified or rescinded except in a writing signed by the Parties.

6. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State of Delaware without regard for the conflicts of laws principles thereof that might otherwise refer construction or interpretation of this Amendment to the substantive law of another jurisdiction.

7. Counterparts. This Amendment may be executed in counterparts (which counterparts may be delivered by facsimile or other commonly used electronic means), each of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective officers thereunto duly authorized, all as of the date first set forth above.

TARGACEPT, INC.

By: /s/ Stephen Hill
Name: Dr. Stephen A. Hill
Title: President & CEO

TALOS MERGER SUB, INC.

By: /s/ Patrick Rock
Name: Patrick C. Rock
Title: President

CATALYST BIOSCIENCES, INC.

By: /s/ Nassim Usman
Name: Nassim Usman, Ph.D.
Title: CEO