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)	January 6, 2016

NAVIDEA BIOPHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-35076	31-1080091
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
5600 Blazer Parkway, Suite 200, Dublin, Ohio		43017
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code (614) 793-7500

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

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

Item 1.01 Entry Into a Material Definitive Agreement.

On January 6, 2016, and effective December 23, 2015, Navidea Biopharmaceuticals, Inc. (the "Company") entered into an amendment (the "Amendment") to its May 11, 2015 Term Loan Agreement (the "Loan Agreement"), with Capital Royalty Partners II L.P. in its capacity as a lender and as control agent for other affiliated lenders party to the Loan Agreement. The principal change made by the Amendment to the terms of the Loan Agreement was to amend the covenant contained in Section 10.02(a) of the Loan Agreement to reduce the required minimum net revenue of the Company during the twelve month period beginning January 1, 2015 to $10,000,000. The foregoing description of the terms of the Amendment is qualified in its entirety by reference to the text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 8.01 Other Events.

On January 11, 2016, the Company issued two press releases entitled "Navidea Biopharmaceuticals Appoints Anton Gueth Chairman of the Board" and "Navidea Meets Guidance With 2015 Unaudited Lymphoseek® Sales of $10.2 Million," respectively. Copies of the Company's January 11, 2016, press releases are attached hereto as Exhibits 99.1 and 99.2 to this Current Report on Form 8-K and are incorporated herein by reference.

The information contained in Item 8.01 of this Current Report on Form 8-K, including Exhibits 99.1, 99.2, and 99.3 attached hereto, shall not be treated as "filed" for purposes of the Securities Exchange Act of 1934, as amended.

Item 9.01 Exhibits.

(d) Exhibits.

Exhibit Number	*Exhibit Description*
10.1	Amendment 1 to Term Loan Agreement, dated as of December 23, 2015.
99.1	Press Release, dated January 11, 2015, entitled "Navidea Biopharmaceuticals Appoints Anton Gueth Chairman of the Board."
99.2	Press Release, dated January 11, 2015, entitled "Navidea Meets Guidance With 2015 Unaudited Lymphoseek® Sales of $10.2 Million."

Statements contained or incorporated by reference in this Current Report on Form 8-K which relate to other than strictly historical facts, such as statements about the Company's plans and strategies, expectations for future financial performance, new and existing products and technologies, and markets for the Company's products, are forward-looking statements. The words "believe," "expect," "anticipate," "estimate," "project," and similar expressions identify forward-looking statements that speak only as of the date hereof. Investors are cautioned that such statements involve risks and uncertainties that could cause actual results to differ materially from historical or anticipated results due to many factors including, but not limited to, the Company's continuing operating losses, uncertainty of market acceptance, reliance on third party manufacturers, accumulated deficit, future capital needs, uncertainty of capital funding, dependence on limited product line and distribution channels, competition, limited marketing and manufacturing experience, and other risks detailed in the Company's most recent Annual Report on Form 10-K and other filings with the United States Securities and Exchange Commission. The Company undertakes no obligation to publicly update or revise any forward-looking statements.

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.

Navidea Biopharmaceuticals, Inc.

Date: January 11, 2016

By: /s/ Brent L. Larson

Brent L. Larson, Executive Vice President and Chief Financial Officer

Exhibit 10.1

AMENDMENT 1 TO TERM LOAN AGREEMENT

THIS AMENDMENT 1, dated as of December 23, 2015 (this "***Amendment***") is made among Navidea Biopharmaceuticals, Inc., a Delaware corporation ("***Borrower***"), and the lenders listed on the signature pages hereof under the heading "LENDERS" (each a "***Lender***" and, collectively, the "***Lenders***"), with respect to the Loan Agreement referred to below.

RECITALS

WHEREAS, the Borrower and the Lenders are parties to a Term Loan Agreement, dated as of May 8, 2015 (the "***Loan Agreement***"), with the Subsidiary Guarantors from time to time party thereto.

WHEREAS, the parties hereto desire to amend the Loan Agreement on the terms and subject to the conditions set forth herein.

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

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan Agreement**. All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Interpretation**. The rules of interpretation set forth in **Section 1.03** of the Loan Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2. Amendment. Subject to **Section 3**, the Loan Agreement is hereby amended as follows:

(a) **Section 10.02(a)** of the Loan Agreement is amended and restated in its entirety as follows:

"(a) during the twelve month period beginning on January 1, 2015, of at least $10,000,000;"

(b) **Exhibit E** of the Loan Agreement is replaced in its entirety by the **Exhibit E** attached hereto.

(c) **Schedule 7.05(b)** to the Loan Agreement is replaced in its entirety by the **Schedule 7.05(b)** attached hereto.

(d) **Schedule 7.05(c)** to the Loan Agreement is replaced in its entirety by the **Schedule 7.05(c)** attached hereto.

SECTION 3. Conditions of Effectiveness. The effectiveness of **Section 2** shall be subject to the following conditions precedent:

(a) Borrower and all of the Lenders shall have duly executed and delivered this Amendment pursuant to **Section 12.04** of the Loan Agreement; provided, however, that this Amendment shall have no binding force or effect unless all conditions set forth in this Section 3 have been satisfied;

(b) No Default or Event of Default under the Loan Agreement shall have occurred and be continuing; and

(c) The Borrower shall have paid or reimbursed Lenders for Lenders' reasonable out of pocket costs and expenses incurred in connection with this Amendment, including Lenders' reasonable out of pocket legal fees and costs, pursuant to **Section 12.03(a)(i)(z)** of the Loan Agreement.

SECTION 4. Representations and Warranties; Reaffirmation.

(a) The Borrower hereby represents and warrants to each Lender as follows:

(i) The Borrower has full power, authority and legal right to make and perform this Amendment. This Amendment is within the Borrower's corporate powers and has been duly authorized by all necessary corporate and, if required, by all necessary shareholder action. This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). This Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any third party, except for such as have been obtained or made and are in full force and effect, (y) will not violate any applicable law or regulation or the charter, bylaws or other organizational documents of the Borrower and its Subsidiaries or any order of any Governmental Authority, other than any such violations that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, (z) will not violate or result in an event of default under any material indenture, agreement or other instrument binding upon the Borrower and its Subsidiaries or assets, or give rise to a right thereunder to require any payment to be made by any such Person.

(ii) No Default has occurred or is continuing or will result after giving effect to this Amendment.

(iii) The representations and warranties made by or with respect to the Borrower in **Section 7** of the Loan Agreement are (A) in the case of representations qualified by "materiality," "Material Adverse Effect" or similar language, true and correct in all respects and (B) in the case of all other representations and warranties, true and correct in all material respects (except that the representation regarding representations and warranties that refer to a specific earlier date are true and correct on the basis set forth above as of such earlier date), in each case taking into account any changes made to schedules updated in accordance with **Section 7.21** of the Loan Agreement or attached hereto.

(iv) There has been no Material Adverse Effect since the date of the Loan Agreement.

(b) The Borrower hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Loan Documents to which it is a party and agrees that the Loan Documents remain in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, the Borrower acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

SECTION 5. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) **Governing Law**. This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

(b) **Submission to Jurisdiction**. The Borrower agrees that any suit, action or proceeding with respect to this Amendment or any other Loan Document to which it is a party or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 5** is for the benefit of the Lenders only and, as a result, no Lender shall be prevented from taking proceedings in any other courts with jurisdiction. To the extent allowed by applicable Laws, the Lenders may take concurrent proceedings in any number of jurisdictions.

(c) **Waiver of Jury Trial**. The Borrower and each Lender hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any suit, action or proceeding arising out of or relating to this Amendment, the other Loan Documents or the transactions contemplated hereby or thereby.

SECTION 6. Miscellaneous.

(a) **No Waiver**. Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Loan Agreement or any of the other Loan Documents or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Lenders reserve all rights, privileges and remedies under the Loan Documents. Except as amended hereby, the Loan Agreement and other Loan Documents remain unmodified and in full force and effect. All references in the Loan Documents to the Loan Agreement shall be deemed to be references to the Loan Agreement as amended hereby.

(b) **Severability**. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(c) **Headings**. Headings and captions used in this Amendment (including the Exhibits, Schedules and Annexes hereto, if any) are included for convenience of reference only and shall not be given any substantive effect.

(d) **Integration**. This Amendment constitutes a Loan Document and, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts**. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

(f) **Controlling Provisions**. In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other Loan Document, the provisions of this Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Loan Documents shall not be modified and shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWER:

NAVIDEA BIOPHARMACEUTICALS, INC.

By: /s/ Brent L. Larson
Name: Brent L. Larson
Title: EVP & CFO

LENDERS:

CAPITAL ROYALTY PARTNERS II L.P.
By CAPITAL ROYALTY PARTNERS II GP L.P., its General Partner
By CAPITAL ROYALTY PARTNERS II GP LLC, its General Partner

By /s/ Nathan Hukill
Name: Nathan Hukill
Title: Authorized Signatory

CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" L.P.
By CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" GP L.P., its General Partner
By CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" GP LLC, its General Partner

By /s/ Nathan Hukill
Name: Nathan Hukill
Title: Authorized Signatory

PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP L.P., its General Partner
By PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II GP LLC, its General Partner

By /s/ Nathan Hukill
Name: Nathan Hukill
Title: Authorized Signatory

Exhibit E

See attached.

EXHIBIT E
TO TERM LOAN AGREEMENT

FORM OF COMPLIANCE CERTIFICATE

[DATE]

This certificate is delivered pursuant to **Section 8.01(d)** of, and in connection with the consummation of the transactions contemplated in, the Term Loan Agreement, dated as of May 8, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), among Navidea Biopharmaceuticals, Inc., a Delaware corporation ("***Borrower***"), Capital Royalty Partners II L.P., Capital Royalty Partners II – Parallel Fund "A" L.P. and Parallel Investment Opportunities Partners II L.P., and other parties from time to time party thereto as lenders ("***Lenders***"), and the subsidiary guarantors from time to time party thereto. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Loan Agreement.

The undersigned, a duly authorized Responsible Officer of Borrower having the name and title set forth below under his signature, hereby certifies, on behalf of Borrower for the benefit of the Secured Parties and pursuant to **Section 8.01(d)** of the Loan Agreement that such Responsible Officer of Borrower is familiar with the Loan Agreement and that, in accordance with each of the following sections of the Loan Agreement, each of the following is true on the date hereof, both before and after giving effect to any Loan to be made on or before the date hereof:

In accordance with Section **8.01**[**(a)/(b)**] of the Loan Agreement, attached hereto as **Annex A** are the financial statements for the [fiscal quarter/fiscal year] ended [_____] required to be delivered pursuant to **Section 8.01**[**(a)/(b)**] of the Loan Agreement. Such financial statements fairly present in all material respects the consolidated financial position, results of operations and cash flow of Borrower and its Subsidiaries as at the dates indicated therein and for the periods indicated therein in accordance with GAAP [(subject to the absence of footnote disclosure and normal year-end audit adjustments)][1] [without qualification as to the scope of the audit or as to going concern and without any other similar qualification together with the certificate from Borrower's independent auditors with respect to such financial statements required to be delivered pursuant to **Section 8.01(c)** of the Loan Agreement. The examination by such auditors in connection with such financial statements has been made in accordance with the standards of the United States' Public Company accounting Oversight Board (or any successor entity).][2]

Attached hereto as **Annex B** are the calculations used to determine compliance with each financial covenant contained in **Section 10** of the Loan Agreement.

No Default or Event of Default is continuing as of the date hereof[, except as provided for on **Annex C** attached hereto, with respect to each of which Borrower proposes to take the actions set forth on **Annex C**].

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[1] Insert language in brackets only for quarterly certifications.

[2] Insert language in brackets only for annual certifications.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the date first written above.

NAVIDEA BIOPHARMACEUTICALS, INC.

By _____

Name:
Title:

ANNEX A TO COMPLIANCE CERTIFICATE

Financial Statements

[see attached]

ANNEX B TO COMPLIANCE CERTIFICATE

Calculations of Financial Covenant Compliance

I.	**Section 10.01: Minimum Liquidity**	
A.	Amount of unencumbered cash and Permitted Cash Equivalent Investments (which for greater certainty shall not include any undrawn credit lines), in each case, to the extent held in an account over which the Lenders have a first priority perfected security interest:	$_____
B.	The greater of:	$_____
	(1) $5,000,000 and	
	(2) to the extent Borrower has incurred Permitted Priority Debt, the minimum cash balance required of Borrower by Borrower's Permitted Priority Debt creditors	
	Is Line IA equal to or greater than Line IB?:	*Yes: In compliance; No: Not in compliance*
II.	**Section 10.02(a)-(e): Minimum Revenue or Minimum EBITDA —Subsequent Periods**	
A.	Revenues during the twelve month period beginning on January 1, 2015	$_____
	[Is line II.A equal to or greater than $10,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[3]
B.	Revenues during the twelve month period beginning on January 1, 2016	$_____
	[Is line II.B equal to or greater than $22,500,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[4]
C.	Revenues during the twelve month period beginning on January 1, 2017	$_____
	[Is line II.C equal to or greater than $30,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[5]

[3] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2015 pursuant to Section 8.01(b) of the Loan Agreement.

[4] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2016 pursuant to Section 8.01(b) of the Loan Agreement.

[5] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2017 pursuant to Section 8.01(b) of the Loan Agreement.

D.	Revenues during the twelve month period beginning on January 1, 2018	$_____
	[Is line II.D equal to or greater than $35,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[6]
E.	Revenues during the twelve month period beginning on January 1, 2019	$_____
	[Is line II.E equal to or greater than $40,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[7]
F.	Revenues during the twelve month period beginning on January 1, 2020	$_____
	[Is line II.E equal to or greater than $45,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[8]
G.	Revenues during the twelve month period beginning on January 1, 2021	$_____
	[Is line II.E equal to or greater than $45,000,000 or is annual EBITDA at least $5,000,000?	*Yes: In compliance; No: Not in compliance]*[9]

[6] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2018 pursuant to Section 8.01(b) of the Loan Agreement.

[7] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2019 pursuant to Section 8.01(b) of the Loan Agreement.

[8] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2020 pursuant to Section 8.01(b) of the Loan Agreement.

[9] Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2021 pursuant to Section 8.01(b) of the Loan Agreement.

Schedule 7.05(b)

See attached.

Amended Schedule 7.05(b)
to Term Loan Agreement

CERTAIN INTELLECTUAL PROPERTY

Patents

Owner	Patent Description/Title	Jurisdiction	Patent Number (if issued)/Application Number (if applied for only)	Issuance Date (if issued)/Filing Date (if applied for only)
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	US	8,545,808	10/1/2013
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	US	14/039,648 (Pending)	9/27/2013
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	EP	EP10736135.4 (Pending)	1/28/2010
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	AU	2010208624 (Pending)	1/28/2010
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	CA	2,750,230 (Pending)	1/28/2010
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	JP	2011-547973 (Pending)	1/28/2010
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	KR	2011-7020202 (Pending)	1/28/2010
Navidea/OSU	"Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders" (Lymphoseek – New Field/Composition)	US	14/338,332	7/22/2014
Navidea/OSU	"Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders" (Lymphoseek – New Field/Composition)	PCT	PCT/US14/47708	7/22/2014

Navidea	"Compositions and Methods for Diagnosing and Treating Macrophage Related Disorders Using Carbohydrate Based Macromolecular Carrier" (Lymphoseek – New Field/Composition)	US	62/031,348	7/31/2014
Navidea/OSU	"Compounds and Compositions for Targeting Macrophages and Other CD206 High Expressing Cells and Methods of Treating and Diagnosing Using Same" (Lymphoseek – New Field/Composition)	US	62/106,194	1/21/2015
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	US	8,163,928	4/24/2012
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	US	8,957,215	2/17/2015
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	EP	7709290.6 (pending)	1/25/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	AR	70100305 (pending)	1/24/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	AU	2007207904	1/25/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	BR	PI0707283 (pending)	1/25/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	JP	5289061	1/25/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	CN	101410393	1/25/2012
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	IN	6133/DELNP/2008 (pending)	1/25/2007

Schedule 7.05(b)

Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	KR	10-1406248	6/19/2014
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	RU	2008130695	1/25/2007
Navidea	“Heteroaryl Substituted Benzothiazoles” (AZD2184)	MX	2008/009396	1/25/2007
Navidea	“Heteroaryl substituted benzoxazoles” (AZD2995)	US	7,670,591	3/2/2010
Navidea	“Heteroaryl substituted benzoxazoles” (AZD2995)	EP	7748254.5 (pending)	6/18/2007
Navidea	“Heteroaryl substituted benzoxazoles” (AZD2995)	CN	200780030807.8	6/18/2007
Navidea	“Heteroaryl substituted benzoxazoles” (AZD2995)	IN	10035/DELNP/2008 (pending)	6/18/2007
Navidea	“Heteroaryl substituted benzoxazoles” (AZD2995)	JP	5548842	6/18/2007

Schedule 7.05(b)

Trademarks

Owner	Trademark	Jurisdiction	Registration Number (if registered)/Serial Number (if applied for only)	Registration Date (if registered)/Filing Date (if applied for only)
Navidea	“LYMPHOSEEK" (Standard Characters)	US	3,163,525	10/24/2006
Navidea	“LYMPHOSEEK" (Standard Characters)	CA	1647184	10/9/2013
Navidea	“LYMPHOSEEK" (Standard Characters)	EP	12,204,202	3/5/2014
Navidea	“LYMPHOSEEK" (Standard Characters)	JP	5,649,575	2/14/2014
Navidea	“LYMPHOSEEK" (Standard Characters)	CN	13988394	1/27/2014
Navidea	"LYMPHOSEEK" (Logo)	US	86/055,675	9/4/2013
Navidea	"NAVIDEA" (Standard Characters)	US	4,514,173	4/15/2014
Navidea	"NAVIDEA" (Standard Characters)	CA	1647179	10/9/2013
Navidea	"NAVIDEA" (Standard Characters)	EP	122,041,786	3/6/2014
Navidea	"NAVIDEA" (Standard Characters)	JP	5,652,414	2/28/2014
Navidea	"NAVIDEA" (Standard Characters)	CN	14109341	3/4/2013
Navidea	"NAVIDEA BIOPHARMACEUTICALS" (Logo)	US	4,207,633	9/11/2012
Navidea	"MANOCEPT" (Standard Characters – Class 5)	US	86/287,230	5/21/2014
Navidea	"MANOCEPT" (Standard Characters – Class 42)	US	86/287231	5/21/2014

Copyrights

Owner	Identifier	Registration Number	Registration Date
Navidea	“Neoprobe Corporation OneMedPlace Finance Forum San Francisco, CA January 2010.”	TX0007391587	7/1/2011
Navidea	“Neoprobe Corporation Product Pipeline — Oncology Diagnostic Drugs."	TX0007400138	7/5/2011

Schedule 7.05(b)

Schedule 7.05(c)

See attached.

Amended Schedule 7.05(c)
to Term Loan Agreement

MATERIAL INTELLECTUAL PROPERTY

Patents

Owner	Patent Description/Title	Jurisdiction	Patent Number (if issued)/ Application Number (if applied for only)	Issuance Date (if issued)/ Filing Date (if applied for only)
Regents of Univ. of California (licensed)	"Macromolecular Carrier for Drug and Diagnostic Agent Delivery" (Lymphoseek - Composition)	US	6,409,990	6/25/2002
Regents of Univ. of California (licensed)	"Macromolecular Carrier for Drug and Diagnostic Agent Delivery" (Lymphoseek - Composition)	Europe	EP1178838B1	9/29/04
Regents of Univ. of California (licensed)	"Macromolecular Carrier for Drug and Diagnostic Agent Delivery" (Lymphoseek - Composition)	JP	4056701	3/5/2008
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	US	8,545,808	10/1/2013
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	US	14/039,648 (Pending)	9/27/2013
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	EP	EP10736135.4 (Pending)	1/28/2010
Navidea	"Compositions for radiolabeling DTPA dextran" (Lymphoseek - Formulation)	JP	2011-547973 (Pending)	1/28/2010
Navidea/OSU	"Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders" (Lymphoseek – New Field/Composition)	US	14/338,332	7/22/2014
Navidea/OSU	"Compositions, Methods and Kits for Diagnosing and Treating CD206 Expressing Cell-Related Disorders" (Lymphoseek – New Field/Composition)	PCT	PCT/US14/47708	7/22/2014

Navidea	"Compositions and Methods for Diagnosing and Treating Macrophage Related Disorders Using Carbohydrate Based Macromolecular Carrier" (Lymphoseek – New Field/Composition)	US	62/031,348	7/31/2014
Navidea/OSU	"Compounds and Compositions for Targeting Macrophages and Other CD206 High Expressing Cells and Methods of Treating and Diagnosing Using Same" (Lymphoseek – New Field/Composition)	US	62/106,194	1/21/2015
AstraZeneca (licensed)	"2-Heteroaryl Substituted Benzothiophenes and Benzofuranes" (NAV4694 – Drug Substance)	US	7,772,256	8/10/2010
AstraZeneca (licensed)	"2-Heteroaryl Substituted Benzothiophenes and Benzofuranes" (NAV4694 – Drug Substance)	EP	08724190.7 (pending)	3/5/2008
AstraZeneca (licensed)	"2-Heteroaryl Substituted Benzothiophenes and Benzofuranes" (NAV4694 – Drug Substance)	JP	552641/2009 (pending)	3/5/2008
AstraZeneca (licensed)	"Compounds Suitable as Precursors to Compounds that are Useful for Imaging Amyloid Deposits" (NAV4694 – Precursor Substance)	US	8,193,363	6/5/2012
AstraZeneca (licensed)	"Compounds Suitable as Precursors to Compounds that are Useful for Imaging Amyloid Deposits" (NAV4694 – Precursor Substance)	US	8,653,274	2/18/2014
AstraZeneca (licensed)	"Compounds Suitable as Precursors to Compounds that are Useful for Imaging Amyloid Deposits" (NAV4694 – Precursor Substance)	US	14/149,563 (pending)	1/7/2014

Schedule 7.05(C)

AstraZeneca (licensed)	"Compounds Suitable as Precursors to Compounds that are Useful for Imaging Amyloid Deposits" (NAV4694 – Precursor Substance)	EP	09810319.5 (pending)	8/28/2009
AstraZeneca (licensed)	"Compounds Suitable as Precursors to Compounds that are Useful for Imaging Amyloid Deposits" (NAV4694 – Precursor Substance)	JP	5613669 (pending)	10/29/2014

Schedule 7.05(C)

Trademarks

Owner	Trademark	Jurisdiction	Registration Number (if registered)/ Serial Number (if applied for only)	Registration Date (if registered)/ Filing Date (if applied for only)
Navidea	“LYMPHOSEEK" (Standard Characters)	US	3,163,525	10/24/2006
Navidea	“LYMPHOSEEK" (Standard Characters)	EP	12,204,202	3/5/2014
Navidea	“LYMPHOSEEK" (Standard Characters)	JP	5,649,575	2/14/2014

Schedule 7.05(C)

Exhibit 99.1

Navidea BIOPHARMACEUTICALS

Press Release

FOR IMMEDIATE RELEASE

Navidea Appoints Anton Gueth Chairman of the Board

DUBLIN OHIO January 11, 2016 — Navidea Biopharmaceuticals, Inc. (NYSE MKT: NAVB), announced that its Board of Directors has appointed board member Anton Gueth to the position of Chairman. Mr. Gueth succeeds Gordon Troup who joined Navidea's Board of Directors in July 2008 and was named as Chairman of the Board in August 2011. Although Mr. Troup has stepped down as Chairman, he continues to serve as a director on the Board.

“For some time now, I have felt that as we progressed our strategy to unlock the full potential of our Manocept™ technology platform, the time would come for a new and highly qualified industry leader to assume the role of Navidea’s Chairman,” said Mr. Troup. “We believe Anton will provide a strong commercial presence on the Board and help strengthen our ability to transform Navidea into a leader in the development and commercialization of both immunodiagnostic and immunotherapeutic products.”

Mr. Gueth brings over 30 years of global finance and operating experience in the pharmaceutical and healthcare industries. He is currently Managing Director of EVOLUTION Life Science Partners. He is also the founder and Managing Partner of Gueth Consulting LLC, a consulting firm focusing on pharmaceutical and biotechnology clients in the areas of licensing, early stage financing and alliance management and was previously a Managing Director of Burrill Securities. His career includes nearly 19 years with Eli Lilly and Company ("Lilly"), most recently as director of Alliance Management. He also served as General Manager of Lilly's African and Middle Eastern operations; Vice President of Financial Planning and Treasury of PCS Health Systems; as well as other sales, marketing, operations and financial positions. Mr. Gueth earned a Masters Degree in agricultural economics from the Justus Liebig University in Giessen, Germany, as well as a Masters Degree in public affairs from Indiana University. He is currently a member of the Board of Directors of Antares Pharma.

“I am excited to take on this expanded role and look forward to partnering with Rick and the rest of the Board to advance our immunotherapeutic program and extend our commercial success to unlock the full potential of the Manocept platform. I share Rick’s commitment to improving our corporate governance and shareholder engagement in 2016 as we believe good corporate governance yields improved value for shareholders," said Mr. Gueth.

About Navidea

Navidea Biopharmaceuticals, Inc. (NYSE MKT: NAVB) is a biopharmaceutical company focused on the development and commercialization of precision immunodiagnostic agents and immunotherapeutics. Navidea is developing multiple precision-targeted products and platforms including Manocept™ and NAV4694 to help identify the sites and pathways of undetected disease and enable better diagnostic accuracy, clinical decision-making, targeted treatment and, ultimately, patient care. Lymphoseek® (technetium Tc 99m tilmanocept) injection, Navidea’s first commercial product from the Manocept platform, was approved by the FDA in March 2013 and in Europe in November 2014. Navidea’s strategy is to deliver superior growth and shareholder return by bringing to market novel products and advancing the Company’s pipeline through global partnering and commercialization efforts. For more information, please visit www.navidea.com.

- more -

The Private Securities Litigation Reform Act of 1995 (the Act) provides a safe harbor for forward-looking statements made by or on behalf of the Company. Statements in this news release, which relate to other than strictly historical facts, such as statements about the Company's plans and strategies, expectations for future financial performance, new and existing products and technologies, anticipated clinical and regulatory pathways, and markets for the Company's products are forward-looking statements within the meaning of the Act. The words "believe," "expect," "anticipate," "estimate," "project," and similar expressions identify forward-looking statements that speak only as of the date hereof. Investors are cautioned that such statements involve risks and uncertainties that could cause actual results to differ materially from historical or anticipated results due to many factors including, but not limited to, the Company's continuing operating losses, uncertainty of market acceptance of its products, reliance on third party manufacturers, accumulated deficit, future capital needs, uncertainty of capital funding, dependence on limited product line and distribution channels, competition, limited marketing and manufacturing experience, risks of development of new products, regulatory risks and other risks detailed in the Company's most recent Annual Report on Form 10-K and other Securities and Exchange Commission filings. The Company undertakes no obligation to publicly update or revise any forward-looking statements.

Source: Navidea Biopharmaceuticals, Inc.
Navidea Biopharmaceuticals

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Exhibit 99.2

Press Release

FOR IMMEDIATE RELEASE

Navidea Meets Guidance With 2015 Unaudited Lymphoseek ® Sales of $10.2 Million

- Provides Corporate Update in Shareholder Letter Reviewing 2015 and Previewing 2016 -

DUBLIN, OH, January 11, 2016 – Navidea Biopharmaceuticals, Inc. (NYSE MKT: NAVB), today reports 2015 preliminary unaudited Lymphoseek® (technetium Tc 99m tilmanocept) injection sales of $10.2 million, achieving 2015 guidance. Total revenue, which will include license and grant revenue, will be provided when the Company reports full-year end results in early March.

The letter to shareholders is now available and may be accessed at the following link, 2016 Shareholder Letter.

As a reminder, Rick Gonzalez, President and Chief Executive Officer, will present at Biotech Showcase 2016, taking place in San Francisco, CA, on Tuesday, January 12th at 2:30 PM PT (5:30 PM ET). The live presentation will be available by webcast at the following link: http://edge.media-server.com/m/p/6j593adk. An archived version of the webcast will be available two hours following the presentation and can be accessed within the Investors' section of the Navidea website at www.navidea.com.

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