EXHIBIT 10

Form 8-K filed February 18, 2026 (Rasayana license), with Exhibit 10.1, Exhibit A (licensed patents)

Nejmeh v. Theriva Biologics, Inc., No. 3:26-cv-00705-ART-CSD (D. Nev.)
Cited in the First Amended Verified Complaint, paragraph(s) 44, 45, 46

Source

- Form 8-K filed February 18, 2026, SEC Accession No. 0001104659-26-016792: all 4 pages, as printed from the document on sec.gov (https://www.sec.gov/Archives/edgar/data/894158/000110465926016792/tm266493d1_8k.htm).
- Exhibit 10.1 to Form 8-K filed February 18, 2026, SEC Accession No. 0001104659-26-016792: pages 1, 36 of 43, as printed from the document on sec.gov (https://www.sec.gov/Archives/edgar/data/894158/000110465926016792/tm266493d1_ex10-1.htm).

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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): February 17, 2026

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On February 18, 2026 (the "Effective Date"), Theriva Biologics, Inc. (the "Company") entered into a license agreement (the "Agreement") with Rasayana Therapeutics, Inc. ("Rasayana"), whereby the Company granted Rasayana an exclusive worldwide license with the right to grant sublicenses to Research, Develop, Manufacture and Commercialize (as such terms are defined in the Agreement) any Product (as such term is defined in the Agreement), which includes SYN-020, an oral formulation of the recombinant intestinal alkaline phosphatase enzyme, comprising, containing, or covered by the Licensed IP (as such term is defined in the Agreement) and/or devised, developed, or produced using the Licensed IP. Pursuant to the terms of the Agreement, Rasayana will assume all responsibility and costs for the Development and Commercialization.of the Product.

Under the terms of the Agreement, the Company received an upfront payment of Three Hundred Thousand Dollars ($300,000) from Rasayana on the Effective Date. In addition, the Company is entitled to receive from Rasayana development milestone payments of up to an aggregate of $16,000,000 and sales milestone payments of up to an aggregate of $22,000,000 upon achievement of certain development and net sales milestones with respect to Products.

In addition, during the Royalty Term (as such term is defined in the Agreement), the Company is entitled to receive tiered royalties ranging from low to mid single digits on net sales of a Product .

The Company will also be entitled to receive a certain percentage of any Sublicense Revenue (as such term is defined in the Agreement) received by Rasayana or its affiliates

Under the terms and conditions of the Agreement, Rasayana has agreed to use Commercially Reasonable Efforts (as such term is defined in the Agreement) to meet certain specified Development milestones.

The term of the Agreement commenced on the Effective Date and continues on a country-by-country basis until the expiration of the Royalty Term. If either the Company or Rasayana materially breaches any material obligation under the Agreement and does not cure such breach, the non-breaching party may terminate the Agreement in its entirety; provided that if such breach is capable of being cured but cannot be cured within such sixty (60) day period and the breaching party initiates actions to cure such breach within such period and thereafter diligently pursues such actions, the breaching party shall have one additional period of sixty (60) days to cure such breach.. Either party may also terminate the Agreement, upon written notice, if the other party has an Insolvency Event (as such term is defined in the Agreement). Rasayana has the right to terminate the Agreement for any or no reason upon ninety (90) days' written notice to the Company, including but not limited to instances in which the outcome of a clinical trial is adverse and/or unsatisfactory to Rasayana (in its reasonable discretion). If Rasayana suspends all material Development efforts with respect to all Products for a period of one hundred and eighty (180) days, or fails to use Commercially Reasonable Efforts to achieve any of the Development milestones by the applicable deadline), then the Company may terminate this Agreement upon ninety (90) days prior written notice to Rasayana, unless Rasayana resumes material Development efforts within such period. Upon a termination the rights granted under the Agreement terminate and revert irrevocably to the Company.

The foregoing summary description of the Agreement is not complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 7.01. Regulation FD Disclosure.

On February 17, 2026, the Company issued a press release announcing the Agreement, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in this Item 7.01 and in the press release attached as Exhibit 99.1 to this Current Report on Form 8-K shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended. The information contained in this Item 7.01 and in the press release furnished as Exhibit 99.1 to this Current Report on Form 8-K shall not be incorporated by reference into any filing with the U.S. Securities and Exchange Commission made by the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

The press release furnished as Exhibit 99.1 to this Current Report on Form 8-K includes "safe harbor" language pursuant to the Private Securities Litigation Reform Act of 1995, as amended, indicating that certain statements contained therein are "forward-looking" rather than historical.

The Company undertakes no duty or obligation to update or revise the information contained in this Current Report on Form 8-K, although it may do so from time to time if its management believes it is appropriate. Any such updating may be made through the filing of other reports or documents with the Securities and Exchange Commission, through press releases or through other public disclosures.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1*	License Agreement between Theriva Biologics, Inc. and Rasayana Therapeutics, Inc.
99.1	Press Release date February 18, 2026
104	Cover Page Interactive Data File (embedded within the XBRL document)

* Certain portions of this exhibit (indicated by "[***]") have been omitted in accordance with Item 601(b) (10) of Regulation S-K. The Company agrees to furnish an unredacted copy of this exhibits to the SEC upon request.

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.

Dated: February 18, 2026

THERIVA BIOLOGICS, INC.

By: /s/ Steven A. Shallcross
Name: Steven A. Shallcross
Title: Chief Executive Officer
and Chief Financial Officer

EX-10.1 2 tm266493d1_ex10-1.htm EXHIBIT 10.1

EXHIBIT 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THE REGISTRANTTREATS AS PRIVATE OR CONFIDENTIAL

LICENSE AGREEMENT

This License Agreement ("Agreement") is made effective this 17th day of February 2026 (the "Effective Date") by and between Rasayana Therapeutics, Inc., a Delaware corporation, with its principal place of business at 68 Harrison Avenue, Ste 605, Boston, MA 02111 (hereinafter referred to as "Rasayana"), and Theriva Biologics, Inc., a Nevada corporation having its principal place of business at 9605 Medical Center Drive, Suite 270, Rockville, MD 20850 (hereinafter "Theriva"). Rasayana and Theriva are each sometimes referred to here as a "Party" to this Agreement, and collectively as the "Parties" to this Agreement.

INTRODUCTION

WHEREAS, Theriva controls certain patent rights and other intellectual property rights related to methods of composition, formulation, manufacture, and use of recombinant bovine intestinal alkaline phosphatase.

WHEREAS, Theriva desires to have these patent rights and other intellectual property rights used to develop and commercialize Products (as defined herein).

WHEREAS, Rasayana desires to obtain an exclusive license to develop and commercialize Products under said patent rights and other intellectual property rights in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rasayana and Theriva agree as follows:

Article I. DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

1.1 "Accounting Standards" means U.S. generally accepted accounting principles, consistently applied.

1.2 "Affiliate" means, with respect to a Party, any entity or person that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, "control" or "controlled" means, direct or indirect, ownership of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors in the case of a corporation or fifty percent (50%) or more of the equity interest in the case of any other type of legal entity; status as a general partner in any partnership; or any other arrangement whereby the entity or person controls or has the right to control the board of directors or equivalent governing body of a corporation or other entity or the ability to cause the direction of the management or policies of a corporation or other entity. The Parties acknowledge that in the case of entities organized under the laws of certain countries where the maximum percentage ownership permitted by law for a foreign investor is less than fifty percent (50%), such lower percentage shall be substituted in the preceding sentence, provided that such foreign investor has the power to direct the management and policies of such entity.

Docket No.	Title	App. No./Filing Date/ App. Priority Date	Patent No./ Issue Date	Status/ Jurisdiction
SYN-046	ALKALINE PHOSPHATE-BASED ONCOLOGY TREATMENTS	17/608,252 Filing Date: Nov-02-2021 Priority Date: May-06-2019	12,318,434 Jun-3-2025	Patented USA
SYN-046C1	ALKALINE PHOSPHATE-BASED ONCOLOGY TREATMENTS	19/196,290 Filing Date: May-1-2025 Priority Date: May-06-2019	N/A	Pending USA
SYN-047PR	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	62/875,536 Filing Date: Jul-18-2019 Priority Date: N/A	N/A	Converted Priority Document
SYN-047PC	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	PCT/US20/42294 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	N/A	Converted Priority Document
SYN-047CA	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	3,146,738 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	N/A	Pending Canada
SYN-047EP	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented Europe
SYN-047CH	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented Switzerland
SYN-047DE	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	602020048851.0 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented Germany
SYN-047ES	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented Spain
SYN-047FR	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented France
SYN-047GB	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented United Kingdom
SYN-047IT	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	20840610.8 Filing Date: Jul-16-2020 Priority Date Jul-18-2019	3999637 Apr-2-2025	Patented Italy
SYN-047EPD1	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	25167373.7 Filing Date: Mar-31-2025 Priority Date Jul-18-2019	N/A	Pending Europe
SYN-047	INTESTINAL ALKALINE PHOSPHATASE-BASED TREATMENTS OF METABOLIC DISORDERS	17/626,932 Filing Date: Jan-13-2022 Priority Date Jul-18-2019	N/A	Pending USA