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): October 23, 2026

APTEVO THERAPEUTICS INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-37746**	**81-1567056**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

2401 4th Avenue **Suite 1050** **Seattle, Washington**	**98121**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (206) 838-0500

Not Applicable
(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:

☐ 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, $0.001 par value	APVO	The Nasdaq Stock Market LLC

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

Emerging growth company ☐

If an emerging growth company, indicate by check mark 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 October 23, 2026, Aptevo Therapeutics Inc. (the "Company") entered into Amendment No. 6 (the "Amendment") to the Rights Agreement, dated as of November 8, 2020, between the Company and Broadridge Corporate Issuer Solutions, LLC, as rights agent (as amended and/or restated from time to time, the "Rights Agreement"). The Rights Agreement pertains to those certain contingent rights to purchase one one-thousandth of a share of Series A Junior Participating Preferred Stock, par value $0.001, of the Company (each, a "Preferred Share").

The Amendment extends the definition of "Final Expiration Date" (as defined in the Rights Agreement) and certain related language in the Rights Agreement to October 23, 2027. The Amendment also changes the definition of "Purchase Price" (as defined in the Rights Agreement) and certain related language in the Rights Agreement to $14.56 per one one-thousandth of a Preferred Share.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is attached as Exhibit 4.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth under "Item 1.01 Entry into a Material Definitive Agreement" of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Number	Description
4.1	Amendment No. 6 to Rights Agreement, dated as of October 23, 2026, between the Company and Broadridge Corporate Issuer Solutions, LLC, as Rights Agent
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

APTEVO THERAPEUTICS INC.

Date: October 23, 2026

By: /s/ Daphne Taylor
Daphne Taylor
Senior Vice President and Chief Financial Officer

Exhibit 4.1

APTEVO THERAPEUTICS INC.

AMENDMENT NO. 6
TO RIGHTS AGREEMENT

This Amendment No. 6 (this "**Amendment**"), dated as of October 23, 2026, to the Rights Agreement, dated November 8, 2020 (as amended and/or restated from time to time, the "**Rights Agreement**"), is entered into by and between Aptevo Therapeutics Inc., a Delaware corporation (the "**Company**"), and Broadridge Corporate Issuer Solutions, LLC, as rights agent (the "**Rights Agent**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Rights Agreement.

WHEREAS, the Company may from time to time supplement or amend the Rights Agreement in accordance with the provisions of Section 27 thereof; and

WHEREAS, the Company desires to amend certain provisions of the Rights Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements set forth in the Rights Agreement and this Amendment, the parties hereto hereby agree as follows:

1. **Section 7**. Section 7(a) of the Rights Agreement is hereby amended by deleting the reference to "October 29, 2026" therein and inserting "October 23, 2027" in place thereof.

2. **Exhibit B**. Exhibit B to the Rights Agreement is hereby amended by deleting all references therein to "October 29, 2026" and inserting "October 23, 2027" in place thereof.

3. **Exhibit C**. Exhibit C to the Rights Agreement is hereby amended by deleting the reference therein to "October 29, 2026" in Section 4 and inserting "October 23, 2027" in place thereof.

4. **Definition of "Purchase Price."** The definition of "Purchase Price" in the Rights Agreement (including exhibits) is hereby amended by deleting the prior definition of $70 per one one-thousandth of a Preferred Share and replacing such reference with $14.56 per one one-thousandth of a Preferred Share.

5. **Full Force and Effect**. Except as expressly amended hereby, the Rights Agreement shall continue in full force and effect in accordance with the provisions thereof.

6. **Governing Law**. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such jurisdiction applicable to contracts made and to be performed entirely within such jurisdiction; provided, however, that all provisions regarding the rights, duties, and obligations of the Rights Agent shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

7. **Counterparts; Facsimiles and PDFs; Effectiveness**. This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment executed or transmitted electronically (including by facsimile and a portable document format signature) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic execution or transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity. This Amendment shall be effective as of the date hereof.

8. **Descriptive Headings**. Descriptive headings of the several sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Amendment.

9. **Rights Agreement as Amended**. From and after the date hereof, any reference to the Rights Agreement shall mean the Rights Agreement as amended hereby.

10. **Severability**. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

APTEVO THERAPEUTICS INC.

By: /s/ Jeffrey G. Lamothe
Name: Jeffrey G. Lamothe
Title: President and Chief Executive Officer

BROADRIDGE CORPORATE ISSUER SOLUTIONS, LLC, AS RIGHTS AGENT

By: _____
Name:
Title: