
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):

September 22, 2013

SafeStitch Medical, Inc.

(Exact name of registrant as specified in its charter)

Delaware

0-19437

11-2962080

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

635 David Drive, Suite 300, Morrisville, North
Carolina

27560

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

919-765-8400

4400 Biscayne Blvd, Miami, FL 33137

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))
-

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of **Certain Officers**; **Compensatory Arrangements of Certain Officers**.

(b) (c) On September 22, 2013, the Board of Directors of SafeStitch Medical, Inc. (the “Company”) appointed Joseph P. Slattery as its Executive Vice President and Chief Financial Officer effective October 2, 2013. Currently, Mr. Slattery serves as Executive Vice President and Chief Financial Officer of Baxano Surgical, Inc., a minimally invasive spine company, since April 2010 and will serve in this role until September 27, 2013. Mr. Slattery served as a member of the Baxano Surgical board of directors from November 2007 until April 2010 and resigned in connection with his appointment as an officer. From October 2006 through August 2007, Mr. Slattery served as Chief Financial Officer and Senior Vice President of Finance and Information Systems of Digene Corporation, a molecular diagnostics company that was acquired by Qiagen, N.V. in August 2007. Prior to being appointed Chief Financial Officer, he served as Senior Vice President, Finance and Information Systems, beginning in September 2002. Previously, he served as Vice President, Finance, from July 1999 to September 2002 and as Controller from February 1996 to July 2000. Mr. Slattery served on the board of directors of Micromet, Inc., a publicly-held biopharmaceutical company, which was acquired by Amgen in March 2012, and currently serves on the board of directors of CVRx, Inc., a privately-held medical device company, and Exosome Diagnostics, a privately-held molecular diagnostics company. Mr. Slattery received a B.S. degree in Accountancy from Bentley University and is a Certified Public Accountant.

In connection with his appointment as the Company’s Chief Financial Officer, Mr. Slattery will receive a base salary of \$275,000 per year. Mr. Slattery will be eligible for a \$25,000 bonus for the year ending December 31, 2013 and an annual year-end bonus of 40% of his base salary beginning in 2014 and thereafter. Mr. Slattery will also receive a grant of 1,000,000 Restricted Stock Units (“RSUs” and such grant, the “RSU Grant”), which vests one-third (1/3) per year on the anniversary of Mr. Slattery’s start date with the Company. The RSU Grant shall be pursuant to a Restricted Stock Unit Award Agreement (the “RSU Agreement”) and each RSU represents the right to acquire one (1) share of the Company’s common stock upon vesting. The RSU Grant will be governed by the provisions of the RSU Agreement under which such RSUs were granted.

Mr. Slattery will also be entitled to a stock option grant exercisable for 2.5 million shares of the Company’s common stock (the “Fundraising Option Grant”) following the successful closing of a Company fundraising in which at least \$20.0 million in proceeds is raised for the Company and where at least 50% of the funds raised come from non-insiders (the “Fundraising”). The exercise price of Fundraising Option Grant shall be the fair market value of the Company’s common stock on the date of grant and such options will vest, if at all, 25% on the one (1) year anniversary of Mr. Slattery’s start date and thereafter will vest in thirty-six (36) equal monthly installments. Mr. Slattery will be prohibited from exercising any stock options for a period of six (6) months following the date of grant. The Fundraising Option Grant will be governed by the applicable stock option agreement under which stock options were granted. In the event the Company is acquired or there is a change of control transaction prior to the Fundraising such that the Fundraising Option Grant is not able to be awarded and earned, Mr. Slattery shall be entitled to a grant of 1,000,000 RSUs (“Secondary RSU Grant”) which vest, if at all, one-third (1/3) each year beginning one (1) year from the date of grant. The Secondary RSU Grant will be governed by the provisions of the RSU Agreement under which such RSUs were granted.

The Initial RSU Grant and, if awarded, the Fundraising Stock Option Grant or Secondary RSU Grant, will each accelerate in the event of Mr. Slattery’s involuntary termination from employment with the Company at the time of or within twelve (12) months following a change of control.

In the event that there is a change of control within the Company affecting his employment, following the execution of a Covenant of Good Faith and Confidentiality, Covenant of Non-Disclosure and Release, Mr. Slattery shall be entitled to a lump sum payment of twelve (12) months of his base salary and the Company will pay for Mr. Slattery’s premium payments under COBRA for a period of up to twelve (12) months, provided, however, that any such payments will be made in compliance with Section 409A of the Internal Revenue Code.

James J. Martin, the Company’s current Chief Financial Officer, shall remain in his position until October 2, 2013. Thereafter, Mr. Martin shall transition to a new role within the Company and will no longer be a named executive officer or a Section 16 reporting individual.

The foregoing summary of Mr. Slattery’s employment contract does not purport to be complete and is qualified in its entirety by reference to the employment contract, which is filed hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure

The Company issued a press release announcing Mr. Slattery’s appointment on September 23, 2013. A copy of that press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in Item 7.01 to this Current Report on Form 8-K and Exhibit 10.1 and Exhibit 99.1 attached hereto shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference in any filing by the Company under the Act.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.**Description**

10.1

Joseph Slattery Employment Contract

99.1

Press Release dated September 23, 2013

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.

SafeStitch Medical, Inc.

September 23, 2013

By: *Todd M. Pope*

*Name: Todd M. Pope
Title: Chief Executive Officer*

Exhibit Index

Exhibit No.	Description
10.1	Joseph Slattery Employment Contract
99.1	Press Release dated September 23, 2013

Exhibit 10.1

September 12, 2013

Dear Joseph:

On behalf of TransEnterix, Inc. and SafeStitch Medical, Inc. (collectively the "Company"), I am pleased to offer you the position of Executive Vice President and Chief Financial Officer reporting to Todd M. Pope starting on October 2, 2013.

This letter represents a contract of employment once it is fully executed by both you and the Company, and supersedes all prior discussions and any written or oral agreements with respect to your employment with the Company.

Your base salary will be \$275,000 per year and will be paid in accordance with the Company's normal payroll procedures. In addition, you are eligible for a 2013 year-end bonus of \$25,000 provided that you remain employed by the Company on December 31, 2013. Beginning in 2014 and thereafter, you will be eligible for an annual year-end bonus of 40% of your base salary. Each such year-end bonus will be based upon mutually agreed upon accomplishment of objectives.

Following your acceptance of the terms of employment set forth in this letter, the Board of Directors will take action to grant to you 1,000,000 Restricted Stock Units (RSUs). Each RSU represents the right to acquire one share of the Company's common stock upon vesting, i.e., the lapse of all forfeiture restrictions. These RSUs will vest over three (3) years with one-third vesting on the one year anniversary of your start date, one-third vesting on the second anniversary and the final one-third vesting upon the third anniversary of your start date. Vesting will be accelerated and the shares of common stock underlying the RSUs shall be issued to you immediately upon your involuntary termination from employment with the Company at the time of or within 12 months following a change in control.

You will also have the opportunity to earn a stock option grant exercisable for 2,500,000 shares of the Company's common stock after the successful close of a Company fundraising that consists of 50% or more of the funds raised from non-insiders and a minimum raise of \$20 million. The Board of Directors will take steps necessary to make stock option award in connection with the closing of such fundraising with the following terms: (1) stock options awarded as incentive stock options to the maximum permitted under the applicable Internal Revenue Code requirements, and as non-qualified stock options for the remainder; (2) an exercise price equal to the fair market value of the Company's common stock, as determined by the Board of Directors, on the date of grant; (3) a ten-year term; (4) a vesting schedule that begins vesting on your start date, with twenty-five percent (25%) of the stock option vesting and becoming exercisable on the first anniversary of your start date and the remainder vesting monthly in equal installments on the corresponding day of the month for the next thirty-six (36) months thereafter; provided, however, that you will not exercise any vested stock options for a period of six (6) months after the date of grant of the stock option; (5) acceleration of vesting in the event of your involuntary termination from employment with the Company at the time of or within 12 months following a change in control and (6) all other terms applicable to stock options granted under the SafeStitch Medical, Inc. 2007 Option Plan (the "Plan") as if granted under such Plan. If the Company is acquired or otherwise experiences a change in control prior to the closing of this fundraising such that the 2,500,000 share option grant is not able to be awarded and fully earned, you will receive a grant, immediately prior to the consummation of such acquisition or change in control transaction of 1,000,000 shares of the Company's common stock that will vest one-third each year following the date of grant and will fully accelerate in the event of your involuntary termination from employment with the Company at the time of or within 12 months following a change in control.

If any or all of equity awards and grants made to you under this letter agreement and under the award or grant agreements to be delivered to you are made by the Board of Directors from outside of the Plan, the Board of Directors will reserve such shares for issuance to you from the Company's authorized and unissued common stock until issuance under the terms of the awards or grants.

As a full-time employee, you will be eligible for the Company's benefits which are summarized on the enclosed Employee Benefits Summary. Additional details of these plans will be sent to you upon your acceptance of employment. The Company reserves the right to cancel or change its policies and benefit plans at any time.

We ask that you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is our understanding that you are not prohibited or limited in any way from performing the duties of your position, and you hereby represent that such is the case.

In the event that there is a change of control within the Company affecting your employment, it is agreed that Company, for and in consideration of the provisions of the Covenant of Good Faith and Confidentiality, Covenant of Nondisclosure, Release, and the other terms and conditions of the standard Company Separation Agreement that will be provided to you and executed by you and the Company within thirty days of your start date, and subject to the limitations stated therein, Employer agrees to provide the following consideration to Employee:

(a) On the first regular payday following the termination date, Employer shall pay to Employee as severance the lump sum representing 12 month(s) of severance at Employee's normal base salary rate; provided, however, that any such payments will be made in compliance with Section 409A of the Internal Revenue Code; and

(b) If Employee elects continuation of Employee's group insurance coverage in accordance with provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), Employer agrees to pay the premiums of Employee's group insurance coverage under COBRA during the 12 month period following separation date. Employer's obligation to pay such

premiums shall terminate if (i) Employer ceases to maintain its group health plan; (ii) Employee becomes covered under any other group health plan; or (iii) Employee becomes entitled to Medicare coverage.

To accept the Company's offer of employment, please sign and date this letter in the space provided below by September 25, 2013. Your employment is contingent upon your signing the enclosed Employment, Confidential Information, and Invention Assignment Agreement. Please return these signed documents to me in the enclosed return envelope. Duplicate originals are enclosed for your records.

In addition, your employment is contingent upon successful completion of a satisfactory background check, drug screen, and work-related reference checks. Enclosed is the TransEnterix, Inc. Drug and Alcohol Policy. Please sign and return the Acknowledgement and Agreement & Consent and Release of Liability forms.

You may contact Georgia Craig at gcraig@transenterix.com, 919-765-8401 if you have any questions about the on boarding process.

Joe, I am thrilled to have you join the company and look forward to making great strides together in the future.

Welcome,



Todd M. Pope
President & CEO

635 Davis Drive, Suite 300
Morrisville, NC 27560
tpope@transenterix.com

I understand and agree to the terms of employment set forth above.

Joseph Slattery

Signature / Name

09/16/2013

Date

For Immediate Release
September 23, 2013

Contact: Karen Stinneford
Phone: 919.833.9102

SafeStitch Medical Appoints Joseph P. Slattery as Chief Financial Officer

MORRISVILLE, N.C., September 23, 2013 – SafeStitch Medical, Inc. (OTCBB: SFES), which recently merged with TransEnterix, Inc., a development stage medical device company that is pioneering the use of flexible instruments and robotics to improve how minimally invasive surgery is performed, today announced that it has appointed Joseph P. Slattery to serve as its Executive Vice President and Chief Financial Officer, effective October 2, 2013. As previously announced, SafeStitch Medical is expected to be renamed TransEnterix, subject to stockholder approval. All references to TransEnterix in this release refer to the combined company.

Mr. Slattery brings a wealth of experience to the TransEnterix management team, having most recently served as Executive Vice President and Chief Financial Officer of Baxano Surgical, Inc, a medical device company focused on minimally invasive spine. Previously, he served as Chief Financial Officer and Senior Vice President of Finance and Information Systems of Digene Corporation, a molecular diagnostics company that was acquired by Qiagen, N.V. in August 2007. Mr. Slattery currently serves on the board of directors of CVRx, Inc., a privately-held medical device company and Exosome Diagnostics, a privately-held molecular diagnostics company.

“We are pleased to welcome Joe to the TransEnterix team,” said Todd Pope, President and CEO of TransEnterix. “His strong background working with high growth medical technology companies will be invaluable as we develop and commercialize our SurgiBot surgical robotic system.”

“I am excited to join TransEnterix at this stage of its development,” commented Mr. Slattery. “The surgical robotic market presents a compelling opportunity for TransEnterix’s novel patient-side robotic system.”

About SafeStitch Medical (TransEnterix)

SafeStitch Medical (TransEnterix) is a development stage medical device company that is pioneering the use of flexible instruments and robotics to improve how minimally invasive surgery is performed. The Company is focused on the development and commercialization of SurgiBot, a novel patient side minimally invasive surgical robotic system. For more information, visit the company’s websites at www.transenterix.com and www.safestitch.com.

This press release contains “forward-looking statements,” as that term is defined under the Private Securities Litigation Reform Act of 1995 (PSLRA), which statements may be identified by words such as “expects,” “plans,” “projects,” “will,” “may,” “anticipate,” “believes,” “should,” “intends,” “estimates,” and other words of similar meaning, as well as other non-historical statements about our expectations, beliefs or intentions regarding our business, technologies and products, financial condition, strategies or prospects. Many factors, including those described herein and in our filings with the Securities and Exchange Commission, could cause our actual activities or results to differ materially from the activities and results anticipated in forward-looking statements. These factors include, but are not limited to: whether the merger will develop significant advances in minimally invasive surgery, including TransEnterix’s robotic surgery platform, to market, whether the merger will provide resources sufficient to develop a new minimally invasive robotic surgery system and whether Mr. Slattery’s background will be invaluable as we develop and commercialize the SurgiBot surgical robotic device. The forward-looking statements contained in this press release speak only as of the date the statements were made, and we do not undertake any obligation to update forward-looking statements, except as required under applicable law. We intend that all forward-looking statements be subject to the safe-harbor provisions of the PSLRA.