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: May 2, 2016
(Date of earliest event reported)

ENTEROMEDICS INC.
(Exact name of registrant as specified in its charter)

Commission File Number: 1-33818

Delaware	**48-1293684**
(State or other jurisdiction of incorporation)	**(IRS Employer Identification No.)**

2800 Patton Road, St. Paul, Minnesota 55113
(Address of principal executive offices, including zip code)

(651) 634-3003
(Registrant's telephone number, including area code)

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))

Item 1.01 Entry into a Material Definitive Agreement.

Sales Agreement with Academy Medical, LLC.

On May 2, 2016, EnteroMedics Inc. (the "Company") entered into an exclusive federal government business channel sales agreement (the "Sales Agreement"), effective as of April 25, 2016, with Academy Medical, LLC ("Academy") to sell vBloc Neurometabolic Therapy delivered via the Maestro Rechargeable System (the "Product") to federal government entities, including U.S. Department of Defense (the "DoD") and U.S. Department of Veterans Affairs (the "VA") medical facilities. The Sales Agreement has an initial term of one year and renews automatically for successive one year terms, unless terminated earlier, as described below.

Pursuant to the Sales Agreement, the Company appoints Academy as the exclusive representative for purposes of receiving and processing orders to sell the Product to Federal Government entities. Academy must acquire and maintain appropriate contracts to facilitate the sale of the Product to Federal Government entities, including, but not limited to, contract vehicles with the DoD and the VA.

Either party may terminate the Sales Agreement upon written notice of any material default in the performance of the terms of the Sales Agreement which the defaulting party fails to remedy or is unable to remedy. The Sales Agreement also may be terminated by either party upon written notice for certain events, including insolvency, bankruptcy or dissolution or if either party is suspended or barred from federal contracting programs. Additionally, the Company may terminate the Sales Agreement at any time by providing written notice 60 days prior to the expiration of a term, and Academy may terminate the Sales Agreement upon 180 days' prior written notice. If the Company terminates the Sales Agreement without Cause (as defined in the Sales Agreement), it must pay a fee equal to ten percent of the gross sales under the Sales Agreement in the preceding twelve months.

On May 2, 2016, the Company issued a press release announcing the Sales Agreement. A copy of this press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Amendment No. 1 to Note Purchase Agreement.

On May 2, 2016, the Company entered into an amendment (the "Amendment") with each of the buyers (the "Buyers") party to the securities purchase agreement (the "Purchase Agreement"), dated November 4, 2015, between the Company and the Buyers. Pursuant to the Amendment, the Company and the Buyers agreed to divide the scheduled third of the three closings of the Company's senior convertible note and warrant offering (the "Offering") into two separate closings, one of which occurred immediately after the execution of the Amendment (the "Third Closing"), and one of which will occur sixty days after the Third Closing (the "Fourth Closing"), subject to the satisfaction or waiver of certain closing conditions. Prior to the execution of the Amendment, the Offering's third closing would have consisted of the Company issuing and selling 7% senior convertible notes due 2017 ("Notes") with an aggregate principal amount of $12.5 million to the Buyers, along with warrants initially exercisable for 979,368 shares at an exercise price of $4.65 per share. After entering into the Amendment, the Company will now issue Notes with an aggregate principal amount of $6.25 million to the Buyers at each of the Third Closing and the Fourth Closing, along with warrants initially exercisable for 489,684 shares at an exercise price of $4.65 per share at the Third Closing, and warrants initially exercisable for 489,682 shares at an exercise price of $4.65 per share at the Fourth Closing.

The foregoing description of the Amendment is qualified in its entirety by reference to the Form of Amendment No. 1attached hereto as Exhibit 10.1, which is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On May 5, 2016, EnteroMedics Inc. (the "Company") issued a press release announcing its financial results for the three months ended March 31, 2016 and recent corporate highlights. A copy of the press release is furnished as Exhibit 99.3 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished herewith pursuant to Item 2.02 of this Current Report and in Exhibit 99.3 hereto is being "furnished" in accordance with General Instruction B.2 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On May 4, 2016, the Company held its 2016 Annual Meeting of Stockholders (the "Annual Meeting") at the offices of Dorsey & Whitney LLP in Minneapolis, Minnesota. Mark B. Knudson, Ph.D., Chairman of the Board of Directors of the Company, presided. At the Annual Meeting, the Company's stockholders approved each of the following proposals set forth in the Company's Definitive Proxy Statement on Schedule 14A, which was filed with the Securities and Exchange Commission ("SEC") and mailed to stockholders on April 1, 2016:

Proposal 1:

The Company's stockholders elected two Class III directors to hold office until the 2019 annual meeting and until the director's successor is elected and qualified, or, if sooner, until the director's death, resignation or removal.

Based on the following results of voting, each of the Class III directors was re-elected:

	Votes For	Votes Withheld	Broker Non-Votes
Mark B. Knudson, Ph.D.	1,487,737	1,147,101	3,735,468
Nicholas L. Teti, Jr.	1,746,390	888,448	3,735,468

Proposal 2:

The Company's stockholders voted on a non-binding advisory resolution approving the compensation of the Company's Named Executive Officers, as set forth below:

Votes For	Votes Against	Abstentions	Broker Non-Votes
1,481,935	1,134,159	18,744	3,735,468

Proposal 3:

The Company's stockholders approved an amendment to the Amended and Restated 2003 Stock Incentive Plan to allow for a one-time stock option exchange program, as set forth below:

Votes For	Votes Against	Abstentions	Broker Non-Votes
1,525,013	1,092,840	16,985	3,735,468

Proposal 4:

The Company's stockholders ratified the appointment of Deloitte & Touche LLP as the Company's independent registered public accountants for the year ending December 31, 2016, as set forth below:

Votes For	Votes Against	Abstentions
5,568,582	693,047	108,677

Item 8.01 Other Events.

At the Third Closing, which occurred on May 2, 2016 after the execution of the Amendment, the Company issued and sold Notes with an aggregate principal amount of $6.25 million to the Buyers, along with warrants initially exercisable for 489,684 shares at an exercise price of $4.65 per share. The Company received aggregate gross proceeds of $6.25 million at the Third Closing.

As previously disclosed on the Company's Current Reports on Form 8-K filed with the SEC on November 9, 2015 and January 13, 2016, the First Closing and the Second Closing of the Offering occurred on November 9, 2015 and January 11, 2016, respectively. Pursuant to the Purchase Agreement, as amended, the fourth and final closing will take place 60 days after the Third Closing, subject to the satisfaction or waiver of certain closing conditions. Further information on the terms of the Offering can be found on the Company's Current Report on Form 8-K filed with the SEC on November 5, 2015.

On May 3, 2016, the Company issued a press release announcing the Amendment and the Third Closing. A copy of this press release is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Amendment No. 1 to the Securities Purchase Agreement dated November 4, 2015, between the Company and the buyers listed therein.
99.1	Press Release dated May 2, 2016 regarding the Sales Agreement.
99.2	Press Release dated May 3, 2016 regarding the Third Closing.
99.3	Press Release dated May 5, 2016 regarding the 2016 First Quarter Financial Results.

SIGNATURE

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.

ENTEROMEDICS INC.

By: /s/ Greg S. Lea
Greg S. Lea
Chief Financial Officer and Chief Compliance Officer

Date: May 5, 2016

EXHIBIT INDEX

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99.3	Press Release dated May 5, 2016 regarding the 2016 First Quarter Financial Results.

Exhibit 10.1

FORM OF AMENDMENT NO. 1 TO THE
SECURITIES PURCHASE AGREEMENT

, 2016

EnteroMedics Inc., a Delaware corporation (the "**Company**"), and the undersigned investor (the "**Investor**"), together with certain other Investors listed on the Schedule of Buyers attached thereto (individually, a "**Buyer**" and collectively, the "**Buyers**"), are parties to that certain Securities Purchase Agreement dated November 4, 2015 (the "**Original Agreement**"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. Effective as of the time the Required Holders shall have entered into an amendment to the Original Agreement in the form of this Amendment No. 1 with the Company (other than with respect to the identity of such Buyer and any provisions with respect to legal fees reimbursement) (such other agreements, the "**Other Amendment Agreements**" and together with this Amendment No. 1, the "**Amendment Agreements**"), the parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. Amendment to Recitals. The amount "$12,500,000" in Recital E of the Original Agreement is hereby amended and restated as "$6,250,000". Recital F of the Original Agreement is hereby re-designated as Recital G and new Recital F shown below shall be inserted after Recital E in the Original Agreement:

   "F. Each Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, at the Fourth Closing (as defined below): (i) a Note in the aggregate original principal amount set forth opposite such Buyer's name in column (5) on the Schedule of Buyers (which aggregate principal amount for all Buyers shall not exceed $6,250,000)(each, a "**Fourth Note**", and collectively, the "**Fourth Notes**")(as converted, collectively, the "**Fourth Conversion Shares**") and (ii) a Warrant to initially acquire up to that aggregate number of additional shares of Common Stock set forth opposite such Buyer's name in column (6) on the Schedule of Warrants (the "**Fourth Warrants**") (as exercised, collectively, the "**Fourth Warrant Shares**")."

2. Amendment to Section 1(a). The following shall be inserted as Section 1(a)(iv) in the Original Agreement:

   "(iv) Fourth Closing. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6(d) and 7(d) below, the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly, shall purchase from the Company on the Fourth Closing Date (as defined below) a Fourth Note in the original principal amount as is set forth opposite such Buyer's name in column (5) on the Schedule of Buyers along with Fourth Warrants to initially acquire up to that aggregate number of Fourth Warrant Shares as is set forth opposite such Buyer's name in column (6) on the Schedule of Warrants (the "**Fourth Closing**").

3. Amendment to Section 1(b)(iii). Section 1(b)(iii) of the Original Agreement is hereby amended and restated as follows:

"(iii) Third Closing. The date and time of the Third Closing (the "**Third Closing Date**,") shall be on or before , 2016 at 10:00 a.m., New York time, subject to the satisfaction or waiver of the conditions to the Third Closing set forth in Section 6(c) and Section 7(c) below (or such other date as is mutually agreed to by the Company and each Buyer), as evidenced by a written notice by the Company to each Buyer as of the Third Closing Date (or by such Buyer to the Company, if the Company fails to timely deliver such notice) (as applicable, the "**Third Closing Notice**"). For the avoidance of doubt, (x) the Company shall not be entitled to effect a Third Closing if the Stockholder Approval Date has not occurred or if on the Third Closing Date there is an Equity Conditions Failure (as defined in the First Notes) (unless such Equity Conditions Failure has been waived in writing by the Buyers) and (y) if some, but not all, of the Buyers waive an applicable Equity Conditions Failure or other condition to the Third Closing, the Third Closing shall occur solely with respect to such waiving Buyers."

4. Amendment to Section 1(b). The following shall be inserted as Section 1(b)(iv) in the Original Agreement:

"(iv) Fourth Closing. The date and time of the Fourth Closing (the "**Fourth Closing Date**," and together with the First Closing Date, the Second Closing Date, and the Third Closing Date, each, a "**Closing Date**") shall be on the sixtieth (60^{th}) calendar day after the Third Closing Date (or, if such date is not a Trading Day, the immediately succeeding Trading Day), subject to the satisfaction or waiver of the conditions to the Fourth Closing set forth in Section 6(d) and Section 7(d) below (or such other date as is mutually agreed to by the Company and each Buyer), as evidenced by a written notice by the Company to each Buyer at least three (3) Business Days prior to such Fourth Closing Date (or by such Buyer to the Company, if the Company fails to timely deliver such notice) (as applicable, the "**Fourth Closing Notice**"). For the avoidance of doubt, (x) the Company shall not be entitled to effect a Fourth Closing if on the Fourth Closing Date there is an Equity Conditions Failure (as defined in the First Notes) (unless such Equity Conditions Failure has been waived in writing by the Buyers) and (y) if some, but not all, of the Buyers waive an applicable Equity Conditions Failure or other condition to the Fourth Closing, the Fourth Closing shall occur solely with respect to such waiving Buyers. If the Fourth Closing has not occurred on or prior to August 15, 2016, no Fourth Closing shall occur hereunder."

5. Amendment to Section 1(c)(iii). Section 1(c)(iii) of the Original Agreement is hereby amended and restated as follows:

"(iii) Third Purchase Price. The aggregate purchase price for the Third Notes and the Third Warrants to be purchased by each Buyer at the Third Closing (the "**Third Purchase Price**") shall be the amount set forth opposite such Buyer's name in column (8) on the Schedule of Buyers."

6. Amendment to Section 1(c). The following shall be inserted as Section 1(c)(iv) in the Original Agreement:

"(iv) Fourth Purchase Price. The aggregate purchase price for the Fourth Notes and the Fourth Warrants to be purchased by each Buyer at the Fourth Closing (the "**Fourth Purchase Price**", and together with the First Purchase Price, the Second Purchase Price, and the Fourth Purchase Price, the "**Purchase Price**") shall be the amount set forth opposite such Buyer's name in column (9) on the Schedule of Buyers."

7. Amendment to Section 1(d). The following shall be inserted as Section 1(d)(iv) in the Original Agreement:

"(iv) On the Fourth Closing Date, (A) each Buyer shall pay its respective Fourth Purchase Price (less, in the case of CVI, the amounts withheld pursuant to Section 4(j)) to the Company for the Fourth Notes and the Fourth Warrants to be issued and sold to such Buyer at the Fourth Closing, by wire transfer of immediately available funds in accordance with the Fourth Flow of Funds Letter (as defined below) and (B) the Company shall deliver to each Buyer (x) a Fourth Note in the aggregate original principal amount as is set forth opposite such Buyer's name in column (9) of the Schedule of Buyers, and (y) a Fourth Warrant pursuant to which such Buyer shall have the right to initially acquire up to such aggregate number of Fourth Warrant Shares as is set forth opposite such Buyer's name in column (6) of the Schedule of Warrants, in each case, duly executed on behalf of the Company and registered in the name of such Buyer or its designee."

8. Amendment to Section 4(l)(i). Section 4(l)(i) of the Original Agreement is hereby amended and restated as follows:

"(i) Disclosure of Transaction. The Company shall, on or before 9:30 a.m., New York time, on the first (1st) Business Day after the date of this Agreement, issue a press release (the "**First Press Release**") reasonably acceptable to the Buyers disclosing all the material terms of the transactions contemplated by the Transaction Documents. On or before 9:30 a.m., New York time, on the first (1st) Business Day after the date of this Agreement, the Company shall file a Current Report on Form 8-K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act and attaching all the material Transaction Documents (including, without limitation, this Agreement (and all schedules to this Agreement), the form of Notes and the form of the Warrants) (including all attachments, the "**First 8-K Filing**"). From and after the filing of the First 8-K Filing (but prior to the delivery of a Second Closing Notice to the Buyers), the Company shall have disclosed all material, non-public information (if any) provided to any of the Buyers by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. On or before 9:30 a.m., New York time, on the first (1st) Business Day after the date the Company delivers a Second Closing Notice to the Buyers, the Company shall either issue an additional press release (the "**Second Press Release**") or file a Current Report on Form 8-K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act (the "**Second 8-K Filing**"). From and after the filing of the Second Press Release or Second 8-K Filing, as applicable, (but prior to the delivery of a Third Closing Notice to the Buyers) the Company shall

have disclosed all material, non-public information (if any) provided to any of the Buyers by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. On or before 9:30 a.m., New York time, on the first (1st) Business Day after the date the Company delivers a Third Closing Notice to the Buyers, the Company shall either issue an additional press release (the "**Third Press Release**") or file a Current Report on Form 8 K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act (the "**Third 8-K Filing**"). From and after the filing of the Third Press Release or Third 8-K Filing, as applicable, (but prior to the delivery of a Fourth Closing Notice to the Buyers) the Company shall have disclosed all material, non-public information (if any) provided to any of the Buyers by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. On or before 9:30 a.m., New York time, on the first (1st) Business Day after the date the Company delivers a Fourth Closing Notice to the Buyers, the Company shall either issue an additional press release (the "**Fourth Press Release**", and together with the First Press Release, the Second Press Release and the Third Press Release, the "**Press Releases**") or file a Current Report on Form 8 K describing all the material terms of the transactions contemplated by the Transaction Documents in the form required by the 1934 Act (the "**Fourth 8-K Filing**", and together with the First 8-K Filing, the Second 8-K Filing, and the Third 8-K Filing the "**8-K Filings**"). From and after the filing of the Fourth Press Release or Fourth 8-K Filing, as applicable, the Company shall have disclosed all material, non-public information (if any) provided to any of the Buyers by the Company or any of its Subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the filing of each of the 8-K Filings (or Press Releases, as applicable), the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Buyers or any of their affiliates, on the other hand, shall terminate."

9. Amendment to Section 6. The following shall be inserted as Section 6(d) in the Original Agreement:

"(d) The obligation of the Company hereunder to issue and sell the Fourth Notes and the related Fourth Warrants to each Buyer at the Fourth Closing is subject to the satisfaction, at or before the Fourth Closing Date, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed each of the other Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Such Buyer and each other Buyer shall have delivered to the Company the Purchase Price (less, in the case of any Buyer, the amounts withheld pursuant to Section

4(j)) for the Fourth Note and the related Fourth Warrants being purchased by such Buyer at the Fourth Closing by wire transfer of immediately available funds in accordance with the Fourth Flow of Funds Letter.

(iii) The representations and warranties of such Buyer shall be true and correct in all material respects as of the date when made and as of the Fourth Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and such Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Fourth Closing Date.

(iv) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities, including without limitation, those required by the Principal Market, if any.

(v) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

(vi) The Stockholder Approval Date shall have occurred."

10. Amendment to Section 7. The following shall be inserted as Section 7(d) in the Original Agreement:

"(d) The obligation of each Buyer hereunder to purchase its Fourth Note and its related Fourth Warrants at the Fourth Closing is subject to the satisfaction, at or before the Fourth Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) The Company shall have duly executed and delivered to such Buyer each of the Transaction Documents and the Company shall have duly executed and delivered to such Buyer Fourth Note (in such original principal amount as is set forth across from such Buyer's name in column (6) of the Schedule of Buyers) together with the related Fourth Warrants (initially for such aggregate number of Fourth Warrant Shares as is set forth across from such Buyer's name in column (6) of the Schedule of Warrants) being purchased by such Buyer at the Fourth Closing pursuant to this Agreement.

(ii) Such Buyer shall have received the opinion of Dorsey & Whitney LLP, the Company's counsel, dated as of the Fourth Closing Date, in the form acceptable to such Buyer.

(iii) The Company shall have delivered to such Buyer a copy of the Irrevocable Transfer Agent Instructions, in the form acceptable to such Buyer, which instructions shall have been delivered to and acknowledged in writing by the Company's transfer agent.

(iv) The Company shall have delivered to such Buyer a certificate evidencing the formation and good standing of the Company in such entity's jurisdiction of formation issued by the Secretary of State (or comparable office) of such jurisdiction of formation as of a date within ten (10) days of the Fourth Closing Date.

(v) The Company shall have delivered to such Buyer a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company conducts business and is required to so qualify, as of a date within ten (10) days of the Fourth Closing Date.

(vi) The Company shall have delivered to such Buyer a certified copy of the Certificate of Incorporation as certified by the Delaware Secretary of State within ten (10) days of the Fourth Closing Date.

(vii) The Company shall have delivered to such Buyer a certificate, in the form acceptable to such Buyer, executed by the Secretary of the Company and dated as of the Fourth Closing Date, as to (i) the resolutions consistent with Section 3(b) as adopted by the Company's board of directors in a form reasonably acceptable to such Buyer, (ii) the Certificate of Incorporation of the Company and (iii) the Bylaws of the Company, each as in effect at the Fourth Closing.

(viii) The representations and warranties of the Company shall be true and correct in all material respects (other than representations and warranties qualified by Material Adverse Effect or materiality, which shall be true and correct in all respects) as of the date when made and as of the Fourth Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date) and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Fourth Closing Date. Such Buyer shall have received a certificate, duly executed by the Chief Executive Officer or Chief Financial Officer of the Company, dated as of the Fourth Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form acceptable to such Buyer.

(ix) The Company shall have delivered to such Buyer a letter from the Company's transfer agent certifying the number of shares of Common Stock outstanding on the Third Closing Date immediately prior to the Fourth Closing.

(x) The Common Stock (A) shall be designated for quotation or listed (as applicable) on the Principal Market and (B) shall not have been suspended, as of the Fourth Closing Date, by the SEC or the Principal Market from trading on the Principal Market nor shall suspension by the SEC or the Principal Market have been threatened (except as disclosed in the SEC Documents prior to the date hereof), as of the Fourth Closing Date, either (I) in writing by the SEC or the Principal Market or (II) by falling below the minimum maintenance requirements of the Principal Market.

(xi) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities, including without limitation, those required by the Principal Market, if any.

(xii) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

(xiii) Since the date of execution of this Agreement, no event or series of events shall have occurred that reasonably would have or result in a Material Adverse Effect.

(xiv) The Company shall have obtained approval of the Principal Market to list or designate for quotation (as the case may be) the Conversion Shares and the Warrant Shares.

(xv) Within two (2) Business Days prior to the Fourth Closing, the Company shall have delivered or caused to be delivered to each Buyer certified copies of requests for copies of information on Form UCC-11, listing all effective financing statements which name as debtor the Company or any of its Subsidiaries and the results of searches for any tax Lien and judgment Lien filed against such Person or its property, which results, except as otherwise agreed to in writing by the Buyers, shall not show any such Liens.

(xvi) Such Buyer shall have received a letter on the letterhead of the Company, duly executed by the Chief Financial Officer or Controller of the Company, setting forth the wire amounts of each Buyer and the wire transfer instructions of the Company (the "**Fourth Flow of Funds Letter**").

(xvii) From the date hereof to the Fourth Closing Date, (i) trading in the Common Stock shall not have been suspended by the SEC or the Principal Market (except for any suspension of trading of limited duration agreed to by the Company, which suspension shall be terminated prior to the Fourth Closing), and, (ii) at any time prior to the Fourth Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on the Principal Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of each Buyer, makes it impracticable or inadvisable to purchase the Securities at the Fourth Closing

(xviii) The Registration Statement shall be effective and available for the issuance and sale of the Securities hereunder and the Company shall have delivered to such Buyer the Prospectus and the Prospectus Supplement as required thereunder.

(xix) The Second and Third Closing Date shall have occurred.

(xx) The Stockholder Approval Date shall have occurred.

(xxi) No Equity Conditions Failure (as defined in the First Notes) exists.

(xxii) The Company and its Subsidiaries shall have delivered to such Buyer such other documents, instruments or certificates relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request."

11. Amendment to Section 9(e). The following clause is inserted after the final parentheses at the end of the final sentence of Section 9(e).

", or, if on or prior to the Fourth Closing Date, with respect to any waiver or amendment related to the Fourth Closing)"

12. Amendment to Schedules. The Schedule of Buyers and the Schedule of Warrants are hereby amended and restated as set forth in Appendix A hereto.

13. Entire Agreement; Amendment; Severability. This Amendment No. 1 together with the Original Agreement constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement, and the reference to "time of execution of this Agreement" set forth in Section 13(a) shall continue to refer to the time of execution of the Original Agreement.

14. Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of Amendment No.1 shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The Company hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Amendment No.1 and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude any Buyer from bringing suit or taking other legal action against the Company in any other

jurisdiction to collect on the Company's obligations to such Buyer or to enforce a judgment or other court ruling in favor of such Buyer. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AMENDMENT NO.1, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.**

15. Counterparts. This Amendment No.1 may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

16. Waiver of Equity Conditions Failure. The Investor hereby waives its right not to participate in the Third Closing due to any Equity Condition Failure in effect as of the date of such Closing described on Schedule 16 attached hereto.

17. Most Favored Nation. The Company hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the terms offered to any Buyer with respect to any consent, release, amendment, settlement or waiver relating to the terms, conditions and transactions contemplated by the Original Agreement, as amended (each a "**Settlement Document**"), is or will be more favorable to such Buyer than those of the Investor and this Amendment Agreement. If, and whenever on or after the date hereof, the Company enters into a Settlement Document, then (i) the Company shall provide notice thereof to the Investor immediately following the occurrence thereof and (ii) the terms and conditions of this Amendment Agreement shall be, without any further action by the Investor or the Company, automatically amended and modified in an economically and legally equivalent manner such that the Investor shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Settlement Document, provided that upon written notice to the Company at any time the Investor may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Amendment Agreement shall apply to the Investor as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to the Investor. The provisions of this Section 17 shall apply similarly and equally to each Settlement Document.

18. Independent Nature of Buyers' Obligations and Rights. The obligations of the Investor under this Amendment Agreement and the other Buyers under any Other Amendment Agreement are several and not joint with the obligations of any other Buyer, and the Investor shall not be responsible in any way for the performance of the obligations of any other Buyer under any Other Amendment Agreement. Nothing contained herein or in

any Other Amendment Agreement, and no action taken by the Investor pursuant hereto or any other Buyer pursuant to thereto, shall be deemed to constitute the Buyers as, and the Company acknowledges that the Buyers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group, and the Company shall not assert any such claim with respect to such obligations or the transactions contemplated by this Amendment Agreement or any Other Amendment Agreement and the Company acknowledges that the Buyers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Amendment Agreement and any Other Amendment Agreement. The Company acknowledges and the Investor confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. The Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Buyer to be joined as an additional party in any proceeding for such purpose.

19. Fees and Expenses. The Company shall reimburse counsel to the lead Buyer under the Original Agreement for its legal fees and expenses in connection with the preparation and negotiation of this Amendment Agreement and transactions contemplated thereby, by paying on or prior to the fifth (5th) Business Day immediately following the date hereof any such amount to Kelley Drye & Warren LLP (the "**Counsel Expense**") by wire transfer of immediately available funds in accordance with the written instructions of Kelley Drye & Warren LLP delivered to the Company in an amount not to exceed $5,000. The Counsel Expense shall be paid by the Company whether or not the transactions contemplated by this Amendment Agreement are consummated. Except as otherwise set forth above, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the transactions contemplated hereby, if any.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature page to this Amendment No.1 to be duly executed as of the date first written above.

COMPANY:

ENTEROMEDICS INC.

By: _____

Name:
Title:

[*Signature Page to Amendment No. 1 to the Stock Purchase Agreement*]

IN WITNESS WHEREOF, the Investor and the Company have caused their respective signature page to Amendment No.1 to be duly executed as of the date first written above.

INVESTOR:

By: _____
Name:
Title:

[*Signature Page to Amendment No. 1 to the Stock Purchase Agreement*]

APPENDIX A

SCHEDULE OF BUYERS

(1) Buyer	(2) Address and Facsimile Number	(3) Original Principal Amount of First Notes	(4) Original Principal Amount of Second Notes	(5) Original Principal Amount of Third and Fourth Notes	(6) First Purchase Price	(7) Second Purchase Price	(8) Third Purchase Price	(9) Fourth Purchase Price	(10) Legal Representative's Address and Facsimile Number
TOTAL									

SCHEDULE OF WARRANTS[1]

(1) Buyer	(2) Address and Facsimile Number	(3) Aggregate Number of First Warrant Shares	(4) Aggregate Number of Second Warrant Shares	(5) Aggregate Number of Third Warrant Shares	(6) Aggregate Number of Fourth Warrant Shares
TOTAL					

1 The share amounts in this table have been adjusted to reflect the 1-for-15 reverse stock split of the Company's outstanding common stock that became effective after trading on January 6, 2016.

Exhibit 99.1

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Investor Contact:
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Chief Financial Officer
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651-789-2860
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EnteroMedics Announces Exclusive Federal Government Business Channel Sales Agreement with Academy Medical to Provide vBloc® Neurometabolic Therapy to U.S. Department of Veterans Affairs Medical Facilities

ST. PAUL, Minnesota, May 2, 2016 – EnteroMedics Inc. (NASDAQ: ETRM), the developer of medical devices using neuroblocking technology to treat obesity, metabolic diseases and other gastrointestinal disorders, today announced an exclusive federal government business channel sales agreement with Academy Medical, LLC to sell its vBloc® Neurometabolic Therapy to U.S. Department of Veterans Affairs (VA) medical facilities. Academy Medical is a certified Service-Disabled Veteran-Owned Small Business specializing in the distribution of medical products to VA and Department of Defense (DoD) hospitals and community-based outpatient clinics.

“Ensuring that vBloc therapy is widely available throughout the VA system allows veterans who do not wish to undergo anatomy-altering and restricting surgery to have access to a cutting-edge, safe and effective alternative,” said Sachin Kukreja, M.D., Director, Bariatric Surgery, VA North Texas Health Care System. “Our center performed the first vBloc surgery in the VA system in 2015, and we’ve been able to see first-hand the positive impact it’s having on people who are struggling with weight loss. We look forward to being able to expand the reach of this exciting new treatment.”

vBloc therapy is approved for use in helping with weight loss in people aged 18 years and older who are obese, with a Body Mass Index (BMI) of 40 to 45 kg/m2, or a BMI of 35 to 39.9 kg/m2 with a related health condition such as Type 2 diabetes, high blood pressure or high cholesterol levels.

“Our agreement with Academy Medical is yet another step down the path to making vBloc a widely available option for appropriate patients, including those who are veterans of our armed services,” said Dan Gladney, EnteroMedics President and Chief Executive Officer. “We look forward to initiating training this year with surgeons affiliated with the VA in order to expand the geographic footprint of vBloc-trained facilities that can offer this unique and safe obesity treatment option.”

The Veterans Health Administration operates one of the largest health care systems in the world and provides training for a majority of America’s medical, nursing and allied health professionals. Roughly 60 percent of all medical residents obtain a portion of their training at VA hospitals, and VA medical research programs benefit society at-large. The VA health care system includes 152 hospitals, 800 community-based outpatient clinics, 126 nursing home care units and 35 domiciliaries.

About Academy Medical, LLC

Academy Medical is a certified Service-Disabled Veteran-Owned Small Business specializing in providing innovative orthopedic implants, allograft tissue, wound care products and other medical devices. As healthcare needs change, Academy Medical prides itself on being a leading edge provider with its ability to adapt and engage with both healthcare professionals and facilities to provide solutions to the many challenges the healthcare sector faces. Academy Medical is a nationwide supplier to VA and DoD hospitals, Indian Health Service clinics and other governmental health facilities. Academy Medical currently holds a national VA Federal Supply Schedule contract and multiple DoD contracts. Academy Medical also serves civilian hospitals throughout Florida, and in select markets nationwide. For more information, please visit www.academymedical.net.

About EnteroMedics Inc.

EnteroMedics is a medical device company focused on the development and commercialization of its neuroscience based technology to treat obesity and metabolic diseases. vBloc® Neurometabolic Therapy, delivered by a pacemaker-like device called the Maestro® Rechargeable System, is designed to intermittently block the vagus nerves using high-frequency, low-energy, electrical impulses. EnteroMedics' Maestro Rechargeable System has received U.S. Food and Drug Administration approval, CE Mark and is listed on the Australian Register of Therapeutic Goods.

Information about the Maestro® Rechargeable System and vBloc® Neurometabolic Therapy

You should not have an implanted Maestro Rechargeable System if you have cirrhosis of the liver, high blood pressure in the veins of the liver, enlarged veins in your esophagus or a significant hiatal hernia of the stomach; if you need magnetic resonance imaging (MRI); if you have a permanently implanted, electrical medical device; or if you need a diathermy procedure using heat. The most common related adverse events that were experienced during clinical study of the Maestro Rechargeable System included pain, heartburn, nausea, difficulty swallowing, belching, wound redness or irritation, and constipation.

Talk with your doctor about the full risks and benefits of vBloc Therapy and the Maestro Rechargeable System. For additional prescribing information, please visit www.enteromedics.com.

If you are interested in learning more about vBloc Neurometabolic Therapy, please visit www.vbloc.com or call 1-800-MY-VBLOC.

Forward-Looking Safe Harbor Statement:

This press release contains forward-looking statements about EnteroMedics Inc. Our actual results could differ materially from those discussed due to known and unknown risks, uncertainties and other factors including our limited history of operations; our losses since inception and for the foreseeable future; our lack of commercial sales experience with our Maestro® Rechargeable System for the treatment of obesity in the United States or in any foreign market other than Australia and the European Community; our ability to comply with the Nasdaq continued listing requirements; our ability to

commercialize our Maestro System; our dependence on third parties to initiate and perform our clinical trials; the need to obtain regulatory approval for any modifications to our Maestro System; physician adoption of our Maestro System and vBloc® Neurometabolic Therapy; our ability to obtain third party coding, coverage or payment levels; ongoing regulatory compliance; our dependence on third party manufacturers and suppliers; the successful development of our sales and marketing capabilities; our ability to raise additional capital when needed; international commercialization and operation; our ability to attract and retain management and other personnel and to manage our growth effectively; potential product liability claims; potential healthcare fraud and abuse claims; healthcare legislative reform; and our ability to obtain and maintain intellectual property protection for our technology and products. These and additional risks and uncertainties are described more fully in the Company's filings with the Securities and Exchange Commission, particularly those factors identified as "risk factors" in the annual report on Form 10-K filed March 28, 2016. We are providing this information as of the date of this press release and do not undertake any obligation to update any forward-looking statements contained in this document as a result of new information, future events or otherwise.

Exhibit 99.2

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EnteroMedics Announces Closing of $6.25 Million Third Tranche of Previously-Announced Convertible Notes Offering

ST. PAUL, Minnesota, May 3, 2016 – EnteroMedics Inc. (NASDAQ: ETRM), the developer of medical devices using neuroblocking technology to treat obesity, metabolic diseases and other gastrointestinal disorders, today announced that the third tranche of the $25 million Senior Amortizing Convertible Notes (the "Notes") offering announced on November 5, 2015, has closed, for proceeds of $6.25 million. Prior to this most recent closing, EnteroMedics received $12.5 million in proceeds under the agreement. The original securities purchase agreement, which consisted of three tranches, has been amended to allow for a fourth tranche of $6.25 Million. This final tranche must be drawn or waived on or prior to August 15, 2016. The Company intends to use the net proceeds from this offering to continue its commercialization efforts for the Maestro Rechargeable System, for clinical and product development activities and for other working capital and general corporate purposes.

"Drawing of the third tranche of this offering provides the Company with added flexibility as we execute on a focused, direct-to-patient marketing strategy and work toward reimbursement and coverage goals that will further drive the commercial potential of vBloc Therapy," said Greg Lea, Senior Vice President, Chief Financial Officer and Chief Compliance Officer. "By amending the agreement to provide for four funding tranches, we are also better able to align our capital needs with our issuance of additional shares."

The Notes are payable in monthly installments, accrue interest at a rate of 7.0% per annum from the date of issuance and will mature 24 months after the initial closing of the offering. At each monthly installment date, the Notes may be repaid, at the Company's election, in either cash or shares of the Company's common stock at a discount to the then-current market price. The Notes are also convertible from time to time, at the election of the holders, into shares of the Company's common stock at an initial conversion price of $4.35 per share (split adjusted) which adjusted upon issuance to $1.09 per share due to the reverse stock split in January 2016 per the terms of the Notes. Additionally, in connection with each issuance of the Notes, the Company will also issue to the investors warrants to purchase a certain number of shares of common stock equal to approximately 30% of the number of shares that would be issued if the principal were converted. The warrants are callable under certain circumstances.

Northland Securities, Inc. acted as exclusive placement agent for the offering.

The securities were offered by the Company pursuant to an effective shelf registration statement on Form S-3 (File No. 333-195855) and a second registration statement on Form S-3 (File No. 333-205353), which were declared effective by the U.S. Securities and Exchange Commission (the "SEC") as of May 22, 2014 and June 30, 2015, respectively. A prospectus supplement and accompanying base prospectus relating to the offering may be obtained at the SEC's website, http://www.sec.gov or by contacting Northland Securities, Inc. at 45 South Seventh Street, Suite 2000, Minneapolis, MN 55402, or by calling toll free 800-851-2920, or by e-mail at apafko@northlandcapitalmarkets.com.

This news release does not and shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which, or to any person to whom, such offer, solicitation or sale is unlawful. The shares of common stock and warrants may only be offered by means of a prospectus.

About EnteroMedics Inc.

EnteroMedics is a medical device company focused on the development and commercialization of its neuroscience-based technology to treat obesity and metabolic diseases. vBloc® Neurometabolic Therapy, delivered by a pacemaker-like device called the Maestro® Rechargeable System, is designed to intermittently block the vagus nerves using high-frequency, low-energy, electrical impulses. EnteroMedics' Maestro Rechargeable System has received U.S. Food and Drug Administration approval, CE Mark and is listed on the Australian Register of Therapeutic Goods.

Information about the Maestro® Rechargeable System and vBloc® Neurometabolic Therapy

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If you are interested in learning more about vBloc Neurometabolic Therapy, please visit www.vbloc.com or call 1-800-MY-VBLOC.

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Exhibit 99.3

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EnteroMedics Reports First Quarter 2016 Financial Results

ST. PAUL, Minnesota, May 5, 2016 – EnteroMedics Inc. (NASDAQ: ETRM), the developer of medical devices using neuroblocking technology to treat obesity, metabolic diseases and other gastrointestinal disorders, today announced financial results for the three months ended March 31, 2016.

"We had a very productive start to the year with progress made on several fronts, including building momentum in our vBloc® direct-to-patient marketing strategy and reimbursement efforts, and presentation of data showing the dramatic effect of vBloc® in the moderately obese," said Dan Gladney, Chief Executive Officer of EnteroMedics. "We were also pleased to expand the availability of vBloc® through our recently announced agreement with Academy Medical, and through partnerships with our integrated delivery networks such as the Winthrop-University Hospital System. Together, these efforts will be vital as we move towards establishing vBloc® as a medically necessary, value based treatment which meets an unmet need in the care continuum, with the ultimate goal of obtaining broad reimbursement coverage."

Greg S. Lea, Chief Financial Officer and Chief Compliance Officer, added: "As we have highlighted in the past, we expect our capital structure to simplify throughout 2016 with the expiration of a large percentage of outstanding warrants. Adding to a focused commercial strategy, we believe a strong balance sheet, simplified capital structure and continued, careful expense management, position us well for future value creation."

As previously disclosed, the Company will not host a conference call to discuss first quarter results. The Company expects to host a conference call late in the second quarter, once substantial progress has been achieved in its vBloc® program.

Financial Results

For the three months ended March 31, 2016, the Company reported sales of $72,000 with gross profits totaling $32,000. The Company reported a net loss of $7.4 million, or $0.94 per share, which includes

$1.0 million, or $0.12 per share, of interest expense and certain non-cash items, including stock based compensation, depreciation, change in value of convertible notes payable and change of value of warrant liability. Selling, general and administrative expenses for the quarter were $6.1 million and research and development expenses were $1.4 million. On March 31, 2016 the Company's cash, cash equivalents and short-term investments totaled $11.2 million. On May 3, 2016, the Company announced that the third of four tranches of the $25 million Senior Amortizing Convertible Notes (the "Notes") offering announced on November 5, 2015, had closed, for proceeds of $6.25 million.

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(See attached tables)

ENTEROMEDICS INC.

Condensed Consolidated Statements of Operations (unaudited)
(in thousands, except per share data)

	Three Months Ended March 31,	
	2016	2015
Sales	$ 72	$ —
Cost of goods sold	40	—
Gross profit	32	—
Operating expenses:		
Selling, general and administrative	6,142	4,727
Research and development	1,432	2,237
Total operating expenses	7,574	6,964
Operating loss	(7,542)	(6,964)
Other income (expense), net	133	(210)
Net loss	$(7,409)	$(7,174)
Net loss per share - basic and diluted	$ (0.94)	$ (1.48)
Shares used to compute basic and diluted net loss per share	7,841	4,849

ENTEROMEDICS INC.

Condensed Consolidated Balance Sheets (unaudited)
(in thousands)

	March 31, 2016	December 31, 2015
ASSETS		
Cash, cash equivalents and short-term investments	$ 11,154	$ 7,927
Inventory	1,868	1,686
Prepaid expenses and other current assets	929	889
Property and equipment, net	298	326
Other assets	606	759
Total assets	$ 14,855	$ 11,587
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Accounts payable	$ 261	$ 172
Debt	10,756	1,267
Other liabilities	5,097	6,475
Total liabilities	16,114	7,914
Stockholders' equity	(1,259)	3,673
Total liabilities and stockholders' equity	$ 14,855	$ 11,587