
**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: January 27, 2016
(Date of earliest event reported)**

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

Commission File Number: 1-33818

Delaware
(State or other jurisdiction
of incorporation)

48-1293684
(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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On January 27, 2016, EnteroMedics Inc. (the “Company”) entered into Amendment No. 2 (the “Amendment”) to that certain Executive Employment Agreement, dated May 21, 2007, by and between the Company and Greg S. Lea, as amended (the “Employment Agreement”). The Amendment was entered into in connection with the change in Mr. Lea’s position to the Company’s Chief Financial Officer and Chief Compliance Officer, as previously disclosed on the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission (the “SEC”) on January 8, 2016.

Pursuant to the Amendment, the Company agrees that the change in Mr. Lea’s duties with the Company from Chief Operating Officer to Chief Compliance Officer constitutes “Good Reason” under the Employment Agreement, and Mr. Lea agrees to give the Company at least 90 days’ prior written notice if he decides to terminate the Employment Agreement for Good Reason based on the change in duties and that the date of any separation for Good Reason as a result of the change in duties must occur between September 30, 2016 and January 1, 2017.

In consideration for Mr. Lea’s agreement to defer any decision to terminate the Employment Agreement, the Amendment provides that, for the purposes of his bonus under the Company’s 2015 Management Incentive Plan (the “Plan”), Mr. Lea shall be deemed to have achieved 100% of the corporate performance objectives and individual performance objectives under the Plan. Additionally, Mr. Lea will receive a 20% premium on his bonus for 2015. Finally, the Company has agreed to grant Mr. Lea fully vested incentive stock options in an amount to be determined by the Company’s Compensation Committee. The objectives and the terms of Mr. Lea’s bonus were previously disclosed on the Company’s Current Report on Form 8-K filed with the SEC on March 13, 2015 and updated objectives were previously disclosed in the Company’s Current Report on Form 8-K filed with the SEC on September 15, 2015, each of which are incorporated herein by reference.

The foregoing summary of the Amendment is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On February 2, 2016, the Company issued a press release to announce that Winthrop-University Hospital in Mineola, New York has become the first employer in the United States to add vBloc Therapy as an included benefit for its nearly 8,000 employees and their eligible spouses. 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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Amendment No. 2 to Executive Employment Agreement, dated May 21, 2007, by and between EnteroMedics Inc. and Greg S. Lea, dated January 27, 2016
99.1	Press Release dated February 2, 2016

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: February 2, 2016

EXHIBIT INDEX

**Exhibit
Number**

Description

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99.1	Press Release dated February 2, 2016

**AMENDMENT NO. 2 TO
EXECUTIVE EMPLOYMENT AGREEMENT**

This amendment dated as of January 27, 2016 is Amendment No. 2 (“Amendment No. 2”) to that certain Executive Employment Agreement dated May 21, 2007, as amended by Amendment No. 1 thereto (the “Agreement”), by and among EnteroMedics Inc., a Delaware corporation with its principal place of business at 2800 Patton Road, St. Paul, Minnesota 55113 (“Company”), and Greg S. Lea, a Minnesota resident, with a residence at 16812 Edgewater Road N.E., Pine City, MN 55063 (“Employee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Company has recently reorganized its commercial operations group and, in connection with that reorganization, Employee’s title and duties at the Company have changed from “Chief Financial Officer and Chief Operating Officer” to “Chief Financial Officer and Chief Compliance Officer” (the “January 2016 Change”), and

WHEREAS, the Company and Employee agree that this change in Employee’s title and duties at the Company is sufficient to constitute “Good Reason” within the meaning of Section 3.1.7(a) of the Agreement, and

WHEREAS, pursuant to Section 7.8 of the Agreement, the Company and Employee desire to amend certain sections of the Agreement relating to the impact of this change under the Agreement and the compensation to be paid to Employee in connection with the change, and

WHEREAS, in accordance with Section 7.8 of the Agreement, this Amendment No. 2 has been executed by the Employee and a member of the Company’s Board of Directors.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Employee agree to amend the terms of the Agreement as follows:

1. Section 3.1.7 of the Agreement is deleted in its entirety, and the following is substituted in its place:

“3.1.7 **Termination By Employee For Good Reason.** Employee may terminate Employee’s employment pursuant to this Agreement for Good Reason. For purposes of this Agreement, “Good Reason” means: (a) at any time, the assignment by Company to Employee of employment duties, functions or responsibilities that are significantly different from, and result in a substantial diminution of, Employee’s duties, functions or responsibilities; or (b) at any time, a requirement that Employee be based at any office or location more than 25 miles from Employee’s primary work location prior to the date of this Agreement. Notwithstanding any other provision of this Agreement, Employee and Company agree that the January 2016 Change constituted Good Reason under this Agreement, provided that, Employee agrees (y) to give Company at least 90 days’ prior notice of any decision to terminate this Agreement for Good Reason under this Section 3.1.7 based on the January 2016 Change, and (z) the Separation Date with respect to any such termination of this Agreement under this Section 3.1.7 based on the January 2016 Change must occur between September 30, 2016 and January 1, 2017.”

2. Article II of the Agreement is amended by adding the following Section 2.4 to the Agreement:

“2.4 **Additional Consideration for January 2016 Change.** In consideration for Employee’s agreement to defer his right to terminate the Agreement for Good Reason based on the January 2016 Change as reflected in Section 3.1.7 as amended above by this Amendment No. 2, Company agrees that (a) with respect to Employee’s bonus to be awarded under the 2015 Management Incentive Plan, the corporate performance objectives and Employee’s individual performance objectives shall be deemed to have been achieved at the 100% level and Employee shall be awarded a 20% premium on his bonus for 2015, and (b) Company shall grant to Employee an award of fully-vested incentive stock options with the number and terms of such options to be determined and approved by the Compensation Committee of the Company’s Board of Directors after consultation with the Company’s executive compensation consultants.”

3. **Entire Agreement.** The Agreement, as amended by this Amendment No. 2 (as so amended, the “Amended Agreement”), contains the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede and terminate any prior understandings, agreements, obligations or representations, written or oral, relating to the subject matter hereof, including, but not limited to the Agreement as originally executed. The parties agree that the Amended Agreement is the result of negotiations between the parties and that the language of the Amended Agreement shall not be construed for or against any particular party.

4. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts, all of which shall constitute a single agreement. Signatures delivered by electronic or facsimile transmission shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be duly executed and delivered as of the day and year first above written.

ENTEROMEDICS INC.

By: /s/ Dan W. Gladney
Its: Director and CEO

/s/ Greg S. Lea
Greg S. Lea

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**Winthrop-University Hospital Becomes First Employer in the U.S. to Cover
Innovative Obesity Treatment vBloc Therapy**

MINEOLA, NY and St. PAUL, MN - February 2, 2016 - Winthrop-University Hospital and EnteroMedics Inc. announced today that Winthrop-University Hospital has become the first employer in the United States to add vBloc Neurometabolic Therapy as an included benefit for its nearly 8,000 eligible employees and their spouses. As a leader in the field of bariatric surgery, Winthrop-University Hospital recently made headlines as an innovator with vBloc Therapy, as one of the first sites in the country to offer this treatment for obesity to its patients. Winthrop-University Hospital is a vBloc Institute and part of EnteroMedics' IDN Partnership program.

vBloc Therapy, delivered via a small pacemaker device, is designed to intermittently block the nerves between the brain and stomach to produce earlier feelings of fullness and less hunger, resulting in a balanced, lower calorie diet and clinically meaningful weight loss. The system is implanted via outpatient surgery and does not restrict or alter the anatomy like other bariatric surgical options.

"Winthrop-University Hospital continues to be a leader in adopting new innovations in medical care, as evidenced by our completing the first vBloc procedure in the Tri-State area and being one of the first sites in the country to offer vBloc Therapy," said John Collins, President and CEO of Winthrop-University Hospital. "This new technology aligns with our mission to provide high quality, safe and comprehensive healthcare, while also helping to address the significant healthcare costs associated with obesity. Reimbursement coverage is an important component of broader adoption with innovative procedures, and we are therefore pleased to be the first employer and hospital system to offer vBloc to our employees and their families as part of our benefits program."

"Obesity is the number one health crisis facing Americans today," said Collin Brathwaite, MD, Chairman of Surgery and the Chief of the Division of Minimally Invasive Surgery and Director of the Bariatric Surgery Program at Winthrop-University Hospital. "vBloc is a first-of-its-kind treatment option that fills a gap between behavior modification or pharmaceutical options and restrictive, anatomy altering surgical

options, offering safe, durable weight loss without compromising anatomy or daily lifestyle. With more choices and greater innovation, Winthrop's goal is to turn the tide in the fight against obesity. A recent patient has experienced a 52 lb weight loss in three months and is already off several medications, resulting in significant savings to his insurance company. Reducing time lost from work and medical expenses is, in fact, a win for everyone."

"Winthrop-University Hospital is at the leading edge of care in adopting vBloc Neurometabolic Therapy and is among its biggest champions," said Dan Gladney, Chief Executive Officer, EnteroMedics. "The battle against obesity will remain multifaceted, yet begins and ends with the patient experience. We applaud Winthrop's decision to include vBloc as part of the Hospital's benefits and to be the first to offer their employees and families this less invasive, patient-friendly option- for addressing obesity."

About Winthrop-University Hospital

Winthrop-University Hospital offers a comprehensive range of surgical and non-surgical options for patients who are unable to effectively lose weight using conventional methods such as diet and exercise. As leaders in surgical weight management, the Bariatric Surgery Program at Winthrop-University Hospital specializes in the most effective surgical weight loss procedures currently available. As a result of its adherence to rigorous standards and a proven track record of favorable outcomes in bariatric surgery, Winthrop has also earned the designation as an MBSAQIP Fully Accredited Comprehensive Center with Adolescent Privileges. The designation identifies Winthrop as one of the few institutions in the region to perform bariatric surgery on adolescents as well as adults.

For additional information about vBloc and other weight loss procedures at Winthrop, please call 1-866-WINTHROP.

About EnteroMedics

EnteroMedics (NASDAQ:ETRM) 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 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 13, 2015. 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.