
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ARROWHEAD RESEARCH CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

46-0408024
(I.R.S. Employer
Identification No.)

225 South Lake Avenue, Suite 1050
Pasadena, CA 91101
(Address of Principal Executive Offices)

2013 INCENTIVE PLAN
STAND ALONE INDUCEMENT STOCK OPTIONS*
STAND ALONE INDUCEMENT RESTRICTED STOCK UNITS*
(Full Title of the Plan)

***See Explanatory Note on Following Page**

Christopher Anzalone
President and Chief Executive Officer
225 South Lake Avenue, Suite 1050
Pasadena, CA 91101
Telephone: (626) 304-3400
(Name, address, and telephone number, including area code, of agent for service)

Copy to:

Ryan A. Murr
Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California 94105
Telephone: (415) 393-8373
Facsimile: (415) 374-8430

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
 Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$0.001 par value per share	20,000 (2)	\$15.05	\$301,000 (3)	\$34.98
Common Stock, \$0.001 par value per share	40,000 (4)	\$15.05	\$602,000 (5)	\$69.95
Common Stock, \$0.001 par value per share	120,000 (6)	\$5.22	\$626,400 (3)	\$72.79
Common Stock, \$0.001 par value per share	30,000 (7)	\$5.22	\$156,600 (5)	\$18.20
Common Stock, \$0.001 par value per share	1,094,314 (8)	\$7.31	\$7,999,435.34 (9)	\$929.53
Total	1,304,314		\$9,685,435.34	\$1,125.45

- (1) Pursuant to Rule 416 of the Securities Act of 1933, as amended (the “Securities Act”), this registration statement also covers any additional shares of common stock, par value \$0.001 per share (the “Common Stock”), which become issuable by reason of any stock split, stock dividend or similar transaction effected without the receipt of consideration which results in an increase in the number of the registrant’s outstanding shares of Common Stock.
- (2) Represents shares of Common Stock potentially issuable upon the exercise of options granted to a new employee on September 29, 2014 as an inducement award made pursuant to NASDAQ Listing Rule 5635(c)(4) (the “Inducement Exception”).
- (3) Based upon the price at which the stock options may be exercised, pursuant to Rule 457(h) under the Securities Act.
- (4) Represents shares of Common Stock potentially issuable upon the vesting of a restricted stock unit award granted to a new employee on September 29, 2014 as an inducement award made pursuant to the Inducement Exception.
- (5) Based upon the closing price of Common Stock on the date of grant, pursuant to Rule 457(h) under the Securities Act.
- (6) Represents shares of Common Stock potentially issuable upon the exercise of stock options granted to new employees on December 2, 2014 as an inducement award made pursuant to the Inducement Exception.
- (7) Represents shares of Common Stock potentially issuable upon the vesting of a restricted stock unit award granted to a new employee on December 2, 2014 as an inducement award made pursuant to the Inducement Exception.
- (8) Represents additional shares of Common Stock added to the Company’s 2013 Incentive Plan (the “2013 Plan”) pursuant to an “evergreen” provision in the 2013 Plan.
- (9) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457 of the Securities Act, and based on the average of the high and low sale prices of the Registrant’s common stock, as reported on the Nasdaq Global Select Market, on March 10, 2015.

Explanatory Note

This Registration Statement on Form S-8 is being filed by Arrowhead Research Corporation (the “Registrant”) to register a total of 210,000 shares of Common Stock issuable under previously announced stand-alone restricted stock unit and stock option awards granted on September 29, 2014 and December 2, 2014 to new employees as an inducement award in connection with the commencement of employment, as well as an additional 1,094,314 shares of Common Stock issuable under the Company’s 2013 Incentive Plan (the “Plan”) pursuant to an “evergreen” provision in the Plan.

Part I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended, and the Explanatory Note to Part I of Form S-8.

Part II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The SEC allows us to “incorporate by reference” the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this registration statement, and later information filed with the SEC will update and supersede this information. We hereby incorporate by reference into this registration statement the following documents previously filed with the SEC:

- The Company’s annual report on Form 10-K for the fiscal year ended September 30, 2014, filed on November 25, 2014;
- The Company’s Quarterly Report on Form 10-Q for the quarter ended December 31, 2014, filed on February 9, 2015; and
- The Company’s Current Reports on Form 8-K, filed on March 5, 2015 and March 6, 2015; and
- The description of the Company’s Common Stock contained in its registration statement on Form 8-A/A (Registration No. 000-21898), filed on November 1, 2010, including any amendments or reports filed for the purpose of updating such description

All documents that the registrant subsequently files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to the registration statement which indicates that all of the shares of common stock offered have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of the filing of such documents; except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under current Items 2.02 or 7.01 of Form 8-K that is not deemed filed under such provisions. For the purposes of this registration statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Under no circumstances will any information filed under current items 2.02 or 7.01 of Form 8-K be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

The Company's Certificate of Incorporation, as amended, provides for the elimination of personal monetary liability of directors to the fullest extent permissible under Delaware law. Delaware law does not permit the elimination or limitation of director monetary liability for: (i) breaches of the director's duty of loyalty to the corporation or its stockholders; (ii) acts or omissions not in good faith or involving intentional misconduct or knowing violations of law; (iii) the payment of unlawful dividends or unlawful stock repurchases or redemptions or (iv) transactions in which the director received an improper personal benefit.

Section 145 of the Delaware General Corporation Law permits a Delaware corporation to indemnify, on certain terms and conditions, any person who was or is a party or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action. The Certificate of Incorporation and Bylaws of the Company require the Company to indemnify the Company's directors and officers to the fullest extent permitted under Delaware law.

We have entered into indemnification agreements with each of our directors and our executive officers. These agreements provide that we will indemnify each of our directors and executive officers to the fullest extent permitted by Delaware law. We will advance expenses, including attorneys' fees, judgments, fines and settlement amounts, to each indemnified director and executive officer in connection with any proceeding in which indemnification is available and we will indemnify our directors and officers for any action or proceeding arising out of that person's services as an officer or director brought on behalf of the Company or in furtherance of our rights.

We also maintain general liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Common Stock Certificate (1)
4.2	Certificate of Incorporation of InterActive Group, Inc., a Delaware corporation, dated December 15, 2000 (2)
4.3	Certificate of Amendment to Certificate of Incorporation of InterActive Group, Inc. (effecting, among other things a change in the corporation's name to "Arrowhead Research Corporation"), filed with the Secretary of the State of Delaware on January 12, 2004 (3)
4.4	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated January 25, 2005 (4)
4.5	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated October 13, 2009 (5)
4.6	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated November 17, 2011 (6)
4.7	Bylaws (2)
4.8	Amendment No. 1 to the Bylaws of Arrowhead Research Corporation (7)
5.1	Opinion of Gibson, Dunn & Crutcher LLP*
23.1	Consent of Rose, Snyder & Jacobs LLP*
23.2	Consent of Gibson, Dunn & Crutcher LLP (filed as a part of Exhibit 5.1)
24.1	Power of attorney (set forth on signature page)
99.1	Form of Restricted Stock Unit Inducement Award*
99.2	Form of Stock Option Grant Inducement Award*
99.3	Arrowhead Research Corporation 2013 Incentive Plan (8)

* Filed herewith.

- (1) Filed as an exhibit to the registrant's Amendment No. 2 to the Registration Statement on Form S-1, filed on September 11, 2009 and incorporated herein by reference.
- (2) Filed as an exhibit to the registrant's Definitive Information Statement on Schedule 14C, filed on December 22, 2000 and incorporated herein by reference.
- (3) Filed as an exhibit to the registrant's Definitive Information Statement on Schedule 14C, filed on December 22, 2003 and incorporated herein by reference.
- (4) Filed as an exhibit to the registrant's Quarterly Report on Form 10-QSB, filed on February 11, 2005 and incorporated herein by reference.
- (5) Filed as an exhibit to the registrant's Annual Report on Form 10-K, filed on December 22, 2009 and incorporated herein by reference.
- (6) Filed as an exhibit to the registrant's Current Report on Form 8-K, filed on November 17, 2011 and incorporated herein by reference.
- (7) Filed as an exhibit to the registrant's Current Report on Form 8-K, filed on April 27, 2010 and incorporated by reference herein.
- (8) Filed as Annex A of the registrant's Proxy Statement filed on December 20, 2013 and incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pasadena, California, on March 13, 2015.

Arrowhead Research Corporation

By: /s/ Christopher Anzalone
Christopher Anzalone
President and Chief Executive Officer

POWER OF ATTORNEY

Each of the undersigned hereby constitutes and appoints each of Christopher Anzalone and Kenneth A. Myszkowski, his or her attorney-in-fact, with power of substitution, in his or her name and in the capacity indicated below, to sign any and all further amendments (including post-effective amendments) to this registration statement on Form S-8 and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Christopher Anzalone</u> Christopher Anzalone	President, Chief Executive Officer and Director (Principal Executive Officer)	March 13, 2015
<u>/s/ Kenneth A. Myszkowski</u> Kenneth A. Myszkowski	Chief Financial Officer (Principal Financial and Accounting Officer)	March 13, 2015
<u>/s/ Mauro Ferrari</u> Mauro Ferrari	Director	March 13, 2015
<u>/s/ Edward W. Frykman</u> Edward W. Frykman	Director	March 13, 2015
<u>/s/ Douglass Given</u> Douglass Given	Director	March 13, 2015
<u>/s/ Charles P. McKenney</u> Charles P. McKenney	Director	March 13, 2015
<u>/s/ Michael S. Perry</u> Michael S. Perry	Director	March 13, 2015

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Common Stock Certificate (1)
4.2	Certificate of Incorporation of InterActive Group, Inc., a Delaware corporation, dated December 15, 2000 (2)
4.3	Certificate of Amendment to Certificate of Incorporation of InterActive Group, Inc. (effecting, among other things a change in the corporation's name to "Arrowhead Research Corporation"), filed with the Secretary of the State of Delaware on January 12, 2004 (3)
4.4	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated January 25, 2005 (4)
4.5	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated October 13, 2009 (5)
4.6	Certificate of Amendment to Certificate of Incorporation of Arrowhead Research Corporation, dated November 17, 2011 (6)
4.7	Bylaws (2)
4.8	Amendment No. 1 to the Bylaws of Arrowhead Research Corporation (7)
5.1	Opinion of Gibson, Dunn & Crutcher LLP*
23.1	Consent of Rose, Snyder & Jacobs LLP*
23.2	Consent of Gibson, Dunn & Crutcher LLP (filed as a part of Exhibit 5.1)
24.1	Power of attorney (set forth on signature page)
99.1	Form of Restricted Stock Unit Inducement Award*
99.2	Form of Stock Option Grant Inducement Award*
99.3	Arrowhead Research Corporation 2013 Incentive Plan (8)

* Filed herewith.

- (1) Filed as an exhibit to the registrant's Amendment No. 2 to the Registration Statement on Form S-1, filed on September 11, 2009 and incorporated herein by reference.
- (2) Filed as an exhibit to the registrant's Definitive Information Statement on Schedule 14C, filed on December 22, 2000 and incorporated herein by reference.
- (3) Filed as an exhibit to the registrant's Definitive Information Statement on Schedule 14C, filed on December 22, 2003 and incorporated herein by reference.
- (4) Filed as an exhibit to the registrant's Quarterly Report on Form 10-QSB, filed on February 11, 2005 and incorporated herein by reference.
- (5) Filed as an exhibit to the registrant's Annual Report on Form 10-K, filed on December 22, 2009 and incorporated herein by reference.
- (6) Filed as an exhibit to the registrant's Current Report on Form 8-K, filed on November 17, 2011 and incorporated herein by reference.
- (7) Filed as an exhibit to the registrant's Current Report on Form 8-K, filed on April 27, 2010 and incorporated by reference herein.
- (8) Filed as Annex A of the registrant's Proxy Statement filed on December 20, 2013 and incorporated herein by reference.

March 13, 2015

Arrowhead Research Corporation
225 South Lake Avenue, Suite 1050
Pasadena, CA 91101

Re: *Arrowhead Research Corporation Registration Statement on Form S-8*

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement"), of Arrowhead Research Corporation, a Delaware corporation (the "Company") filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to: (a) 1,094,314 shares (the "Stock Plan Shares") of the Company's common stock, par value \$0.001 per share (the "Common Stock"), issuable to eligible individuals under the Company's 2013 Incentive Plan (the "Stock Plan"), (b) 140,000 shares (the "Option Shares") of Common Stock issuable pursuant to the Company's Form of Stock Option Grant Inducement Award (the "Option Agreement"), and (c) 70,000 shares (the "RSU Shares" and together with the Stock Plan Shares and the Options Shares, the "Shares") of Common Stock issuable pursuant to the Company's Form of Restricted Stock Unit Inducement Award (the "RSU Agreement" and together with the Stock Plan and the Option Agreement, the "Governing Documents").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of such documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinion set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Beijing • Brussels • Century City • Dallas • Denver • Dubai • Hong Kong • London • Los Angeles • Munich
New York • Orange County • Palo Alto • Paris • San Francisco • São Paulo • Singapore • Washington, D.C.

Arrowhead Research Corporation

March 13, 2015

Page 2

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Shares, when issued and sold in accordance with the terms set forth in each of the Governing Documents, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ GIBSON DUNN & CRUTCHER LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference, in this Registration Statement on Form S-8, of our report dated November 24, 2014, with respect to the consolidated financial statements of Arrowhead Research Corporation and Subsidiaries appearing in the Company's Annual Report on Form 10-K for the year ended September 30, 2014.

/s/ Rose, Snyder & Jacobs LLP

Rose, Snyder & Jacobs LLP

Encino, California

March 12, 2015

Name: [—]
 Number of Restricted Stock Units subject to Award: [—]
 Date of Grant: [—]

ARROWHEAD RESEARCH CORPORATION

RESTRICTED STOCK UNIT AGREEMENT (INDUCEMENT AWARD)

This agreement (this “Agreement”) evidences an award (the “Award”) of restricted stock units (the “Restricted Stock Units”) granted by Arrowhead Research Corporation (the “Company”) to the individual named above (the “Grantee”). The Award is granted outside of the Company’s stockholder-approved equity compensation plans, but is governed in all respects as if issued under and pursuant to the Arrowhead Research Corporation 2013 Incentive Plan (as amended from time to time, the “Plan”), which is incorporated herein by reference.

1. Grant of Restricted Stock Units. The Company grants to the Grantee on the date set forth above (the “Date of Grant”) an award consisting of the right to receive on the terms provided herein and in the Plan, one share of Stock with respect to each Restricted Stock Unit forming part of the Award, in each case, subject to adjustment pursuant to Section 7(b) of the Plan in respect of transactions occurring after the date hereof.

2. Meaning of Certain Terms. Except as otherwise defined herein, all capitalized terms used herein have the same meaning as in the Plan.

3. Vesting. Unless earlier terminated, forfeited, relinquished or expired, the Restricted Stock Units shall vest in three equal installments on each annual anniversary date of the grant, so that the Award is fully vested on the third anniversary of the Date of Grant, subject to the Awardee’s continued service with the Company on each applicable vesting date.

4. Delivery of Stock. The Company shall deliver to the Grantee as soon as practicable upon the vesting of the Restricted Stock Units or any portion thereof, but in all events no later than thirty (30) days following the date on which such Restricted Stock Units vest, one share of Stock with respect to each such vested Restricted Stock Unit, subject to the terms of the Plan and this Agreement.

5. Dividends; Other Rights. The Award shall not be interpreted to bestow upon the Grantee any equity interest or ownership in the Company or any Affiliate prior to the date on which the Company delivers shares of Stock to the Grantee (if any). The Grantee is not entitled to vote any shares of Stock by reason of the granting of this Award or to receive or be credited with any dividends declared and payable on any share of Stock prior to the date on which any such share is delivered to the Grantee hereunder. The Grantee shall have the rights of a shareholder only as to those shares of Stock, if any, that are actually delivered under this Award.

6. Forfeiture; Recovery of Compensation.

(a) The Administrator may cancel, rescind, withhold or otherwise limit or restrict the Award at any time if the Grantee is not in compliance with all applicable provisions of this Agreement and the Plan.

(b) By accepting the Award the Grantee expressly acknowledges and agrees that his or her rights (and those of any permitted transferee of the Award) under the Award to any Stock acquired under the Award or any proceeds from the disposition thereof, are subject to Section 6(a)(5) of the Plan (including any successor provision). Nothing in the preceding sentence shall be construed as limiting the general application of Section 10 of this Agreement.

7. Nontransferability. Neither the Award nor the Restricted Stock Units may be transferred except as expressly permitted under Section 6(a)(3) of the Plan.

8. Certain Tax Matters.

(a) The Grantee expressly acknowledges and agrees that the Grantee's rights hereunder, including the right to be issued shares of Stock upon the vesting of the Restricted Stock Units (or any portion thereof), are subject to the Grantee's promptly paying, or in respect of any later requirement of withholding being liable promptly to pay at such time as such withholdings are due, to the Company in cash (or by such other means as may be acceptable to the Administrator in its discretion) all taxes required to be withheld, if any. No shares of Stock will be transferred pursuant to the vesting of the Restricted Stock Units (or any portion thereof) unless and until the Grantee or the person then holding the Award has remitted to the Company an amount in cash sufficient to satisfy any federal, state, or local requirements with respect to tax withholdings then due and has committed (and by accepting this Award the Grantee shall be deemed to have committed) to pay in cash all tax withholdings required at any later time in respect of the transfer of such shares, or has made other arrangements satisfactory to the Administrator with respect to such taxes. The Grantee also authorizes the Company and its subsidiaries to withhold any required tax withholdings amount from any amounts otherwise owed to the Grantee, but nothing in this sentence shall be construed as relieving the Grantee of any liability for satisfying his or her obligations under the preceding provisions of this Section.

(b) The Grantee expressly acknowledges that because this Award consists of an unfunded and unsecured promise by the Company to deliver Stock in the future, subject to the terms hereof, it is not possible to make a so-called "83(b) election" with respect to the Award.

9. Effect on Employment. Neither the grant of the Award, nor the issuance of Shares upon vesting of the Award, will give the Grantee any right to be retained in the employ or service of the Company or any of its Affiliates, affect the right of the Company or any of its Affiliates to discharge or discipline such Grantee at any time, or affect any right of such Grantee to terminate his or her Employment at any time.

10. Provisions of the Plan. A copy of the Plan as in effect on the Date of Grant has been furnished to the Grantee. By accepting the Award, the Grantee agrees to be bound by the terms of the Plan and this Agreement. In the event of any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall control.

11. Acknowledgments. The Grantee acknowledges and agrees that (a) this Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, (b) this agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, shall constitute an original signature for all purposes hereunder and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Agreement is countersigned by the Grantee.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

ARROWHEAD RESEARCH CORPORATION

By: _____
Name:
Title:

Dated:

Acknowledged and Agreed:

By _____
[Grantee's Name]

[Signature Page to Restricted Stock Unit Agreement]

ARROWHEAD RESEARCH CORPORATION
INDUCEMENT AWARD STOCK OPTION AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Option Agreement.

AGREEMENT

A. Grant of Option.

(i) The Committee of the Company hereby grants to the Optionee named in the Notice of Grant attached as Part I of this Agreement (the "Optionee") an option (the "Option") to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per share set forth in the Notice of Grant (the "Exercise Price"). The Option has been granted as an "inducement" award under NASDAQ Marketplace Rules outside of the Company's existing equity compensation plans. However, the Option will be governed in all respects as if issued under the Company's 2013 Incentive Plan (the "**Plan**"), as currently in effect and as may be amended hereafter from time to time, the terms of which are incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Option Agreement, the terms and conditions of the Plan shall prevail.

(ii) This Option shall be treated as a Non-statutory Stock Option ("NSO") under Section 422 of the Internal Revenue Code.

B. Exercise of Option.

(i) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Grant and the applicable provisions of the Plan and this Option Agreement.

(ii) Exercise Period. In no event shall this Option be exercised later than the Expiration Date set forth in the Notice of Grant. Specifically, any vested portion of this Option may be exercised after a Termination of Employment, but not later than the Expiration Date set forth in the Notice of Grant.

(iii) Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit A (the "Exercise Notice"), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be completed by the Optionee and delivered to the Secretary of the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price.

(iv) Compliance with Applicable Laws. No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with Applicable Laws. Assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Exercised Shares.

C. Method of Payment.

Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

1. Cash; or

2. Check; or

3. Consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan; or

4. Surrender of other Shares which (i) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six (6) months on the date of surrender, **and** (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares.

D. Non-Transferability of Option.

This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by the Optionee. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

E. Term of Option.

This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

F. Tax Consequences.

Some of the federal tax consequences relating to this Option, as of the date of this Option, are set forth below. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(i) Exercise of Option

(a) Non-statutory Stock Option. The Optionee may incur regular federal income tax liability upon exercise of a NSO. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Exercised Shares on the date of exercise over their aggregate Exercise Price. If the Optionee is an Employee or a former Employee, the Company will be required to withhold from his or her compensation or collect from Optionee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise. This Option does not qualify as an incentive stock option under Section 422 of the Internal Revenue Code.

(ii) Disposition of Shares. NSO. If the Optionee holds NSO Shares for at least one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

G. Entire Agreement: Governing Law.

The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee interest except by means of a writing signed by the Company and Optionee. This agreement is governed by the internal substantive laws but not the choice of law rules of California.

H. NO GUARANTEE OF CONTINUED SERVICE.

OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED AN OPTION OR PURCHASING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Optionee has reviewed the Plan and this Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of the Plan and Option Agreement. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and Option Agreement. Optionee further agrees to notify the Company upon any change in the residence address indicated on the Agreement.

OPTIONEE

ARROWHEAD RESEARCH CORPORATION

Signature

Signature

EXHIBIT A

ARROWHEAD RESEARCH CORPORATION

INDUCEMENT AWARD

EXERCISE NOTICE

Arrowhead Research Corporation
225 South Lake Avenue, Suite 1050
Pasadena, California 91101
Attention: Secretary

1. Exercise of Option. Effective as of today, _____, _____ the undersigned ("Purchaser") hereby elects to purchase _____ shares (the "Shares") of the Common Stock of Arrowhead Research Corporation (the "Company") under the Stock Option Agreement dated _____, ____ (the "Option Agreement"). The purchase price for the Shares shall be \$_____, as required by the Option Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Option Agreement.

2. Delivery of Payment. Purchaser herewith delivers to the Company the full purchase price for the Shares.

3. Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Shareholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Shares so acquired shall be issued to the Optionee as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 15 of the Plan.

5. Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying, on the Company for any tax advice.

6. Entire Agreement; Governing Law. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan and the Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to the subject matter hereof, and may not be modified adversely to the Purchaser's interest except by means of a writing signed by the Company and Purchaser. This agreement is governed by the internal substantive laws, but not the choice of law rules, of California.

Submitted by:

PURCHASER

Accepted by:

ARROWHEAD RESEARCH CORPORATION

Signature

By

Print Name

Title

Date Received

Date Received

Address:

Address:

225 South Lake Avenue, Suite 1050

Pasadena, California 91101