
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 3)

Under the Securities Exchange Act of 1934

VACCINEX, INC.
(Name of Issuer)

Common Stock, Par Value \$0.0001 per share
(Title of Class of Securities)

918640 202
(CUSIP Number)

Maurice Zauderer
c/o Vaccinex, Inc.
1895 Mount Hope Ave
Rochester, New York 14620
Telephone: (585) 271-2700

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 3, 2023
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Name of Reporting Persons Maurice Zauderer	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds PF	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power 26,366 (1)
	8	Shared Voting Power 1,507,958 (2)(3)
	9	Sole Dispositive Power 26,366 (1)
	10	Shared Dispositive Power 1,507,958 (2)(3)
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,534,324 (1)(2)(3)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 11.8% (4)	
14	Type of Reporting Person IN	

- (1) Includes presently exercisable, or exercisable within 60 days of October 3, 2023, stock options for 4,250 shares of Vaccinex, Inc. common stock, par value \$0.0001 (“Common Stock”).
- (2) Includes (a) 14,214 shares and 14,145 shares of Common Stock held directly by the Jeremy Zauderer Trust and the Jordan Zauderer Trust, respectively, over which Mr. Zauderer exercises voting and investment power, and (b) 979,599 shares held by Vaccinex (Rochester), L.L.C. (“Vaccinex LLC”), of which Mr. Zauderer is the majority member. Mr. Zauderer exercises voting and investment power over the shares held by Vaccinex LLC.
- (3) Includes presently exercisable warrants for 500,000 shares of Common Stock held by Vaccinex LLC.
- (4) Based on (i) 12,494,275 shares of Common Stock issued and outstanding as of October 3, 2023 and (ii) 500,000 presently exercisable warrants. Under the rules of the U.S. Securities and Exchange Commission, “beneficial ownership” is deemed to include shares of common stock that may be acquired within 60 days of the calculation date and such shares are treated as outstanding for the purpose of calculating such holder’s beneficial ownership.

1	Name of Reporting Persons Vaccinex (Rochester), L.L.C.	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds WC	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Georgia, United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power -0-
	8	Shared Voting Power 1,479,599 ⁽¹⁾⁽²⁾
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 1,479,599 ⁽¹⁾⁽²⁾
11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,479,599 ⁽¹⁾	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 11.4% ⁽³⁾	
14	Type of Reporting Person OO	

- (1) Mr. Zauderer is the majority member of Vaccinex LLC and exercises voting and investment power over the shares held by Vaccinex LLC.
- (2) Includes presently exercisable warrants for 500,000 shares of Common Stock held by Vaccinex LLC.
- (3) Based on (i) 12,494,275 shares of Common Stock issued and outstanding as of October 3, 2023 and (ii) 500,000 presently exercisable warrants, the rules of the U.S. Securities and Exchange Commission, "beneficial ownership" is deemed to include shares of common stock that may be acquired within 60 days of the calculation date and such shares are treated as outstanding for the purpose of calculating such holder's beneficial ownership.

Item 1. Security and Issuer

The initial Schedule 13D, dated January 31, 2022, was filed with the Securities and Exchange Commission on February 10, 2022 (the “Initial Schedule 13D”) by Maurice Zauderer, President and Chief Executive Officer and board member of the Issuer, and Vaccinex (Rochester), L.L.C. (“Vaccinex LLC”) (collectively the “Reporting Persons”), and relates to the common stock, par value \$0.0001 per share (“Common Stock”), of Vaccinex, Inc., a Delaware corporation (the “Issuer” or “Company”) with principal offices located at 1895 Mount Hope Avenue, Rochester, New York 14620. The Initial Schedule 13D, as amended by Amendment No. 1 filed on November 23, 2022 and Amendment No. 2 filed on September 26, 2023, is hereby further amended with respect to the matters set forth below by this amended Schedule 13D filing (this “Schedule 13D”), which is being filed to report a greater than 1% increase in the percentage of shares beneficially owned by Vaccinex LLC. Unless otherwise indicated herein, there are no material changes to the information set forth in the Initial Schedule 13D, as amended by Amendment No. 1 and Amendment No. 2.

Preliminary Note: All Common Stock share amounts and percentage interests in this Schedule 13D (Amendment No. 3) give effect to the 1-for-15 reverse stock split effected by the Issuer on September 25, 2023 (the “Reverse Split”).

Item 3. Source and Amount of Funds or Other Consideration

Item 3 of the Initial Schedule 13D is hereby amended by the addition of the following information:

On October 3, 2023, Vaccinex LLC purchased 500,000 shares of Common Stock of the Issuer and warrants exercisable for the purchase of 500,000 shares of Common Stock (the “Warrants”) of the Issuer at a purchase price of \$1.00 per share and accompanying Warrant, pursuant to the Issuer’s registration statement on Form S-1 (File No. 333-274520) (the “Registered Offering”). The Warrants are immediately exercisable at an exercise price of \$1.00 per share and expire on October 3, 2028. The aggregate amount paid by Vaccinex LLC for the shares of Common Stock and Warrants it acquired in the Registered Offering was approximately \$500,000.00. Vaccinex LLC used working capital in connection with this transaction.

On October 3, 2023, Mr. Zauderer acquired beneficial ownership of 5,000 shares of Common Stock through the following open-market purchases:

<u>Number of shares purchased</u>	<u>Price per share (\$)</u>	<u>Amount paid (\$)</u>
2,000	0.9265	1,853.00
2,000	0.9282	1,856.40
1,000	0.9399	939.90
5,000	0.93 (weighted average price)	4,649.30

On October 4, 2023, Mr. Zauderer acquired beneficial ownership of 5,000 shares of Common Stock through the following open-market purchases:

<u>Number of shares purchased</u>	<u>Price per share (\$)</u>	<u>Amount paid (\$)</u>
1,000	0.9763	976.30
2,000	0.9898	1,979.60
1,000	0.9598	959.80
1,000	0.9501	950.10
5,000	0.973 (weighted average price)	4,865.80

Item 4. Purpose of Transaction

Item 4 of the Initial Schedule 13D is hereby amended by the addition of the following information:

Vaccinex LLC and the Issuer entered into a Stock Purchase Agreement dated September 28, 2023 (the “Stock Purchase Agreement”), pursuant to which Vaccinex LLC purchased 500,000 shares of Common Stock from the Issuer and 500,000 Warrants at a combined purchase price of \$1.00 per share and accompanying Warrant, resulting in a total

purchase price of \$500,000. In the prospectus to the registration statement on Form S-1 (File No. 333-274520), the Issuer states that it intends to use the net proceeds from the sale of the Common Stock and Warrants to fund the ongoing development and clinical trials of its lead drug candidate, pepinemab, in cancer and neurodegenerative disease, and for working capital and other general corporate purposes. Vaccinex LLC acquired the Common Stock and Warrants reported herein for investment and to support the Issuer's research and development activities. For additional information regarding the Stock Purchase Agreement, see Item 6.

The aggregate of 10,000 shares of Common Stock that Mr. Zauderer purchased on the open market on October 3, 2023 and October 4, 2023 were purchased for investment purposes.

The Reporting Persons do not have any present intention or arrangements to acquire additional shares of Common Stock. The Reporting Persons do not have any present intention to sell any Common Stock that will be included in any registration statement, and note that their ability to effect dispositions of Common Stock, other than pursuant to the registration statement, or prior shelf registration statements filed by the Company, may be limited by their status as "affiliates" of the Issuer.

Subject to the foregoing, the Reporting Persons reserve the right to take, in the future, such actions with respect to their investment in the Issuer as they deem appropriate. Except as described herein, the Reporting Persons do not have any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

All of the other securities reported herein were acquired for investment purposes.

Item 5. Interest in Securities of the Issuer

Item 5 of the Initial Schedule 13D is hereby amended and restated in its entirety as follows:

- (a) See rows (11) and (13) of the cover pages to this filing for the aggregate number of shares of Common Stock and percentage of the shares of Common Stock beneficially owned by the Reporting Persons.
- (b) See rows (7) through (10) of the cover pages to this filing for the number of shares of Common Stock as to which the Reporting Persons have the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.
- (c) Reference is made to the discussion in Items 3 and 4.
- (d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock reported herein as beneficially owned by the Reporting Persons.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Initial Schedule 13D is hereby amended by the addition of the following information:

Vaccinex LLC and the Issuer entered into a Stock Purchase Agreement dated September 28, 2023 (the "Stock Purchase Agreement"), pursuant to which Vaccinex LLC purchased 500,000 shares of Common Stock from the Issuer and 500,000 Warrants at a combined purchase price of \$1.00 per share and accompanying Warrant, resulting in a total purchase price of \$500,000. The closing under the Registered Offering and Stock Purchase Agreement occurred on October 3, 2023. The Stock Purchase Agreement contains, among other provisions, certain representations, warranties and agreements by the Issuer and Vaccinex LLC customarily included in agreements for the issuance and sale of securities in a registered offering. The Stock Purchase Agreement also contains certain customary conditions to Vaccinex LLC's obligation to purchase the shares of the Issuer's Common Stock, including the absence of any stop order or suspension of trading imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock.

Pursuant to the Issuer's Registered Offering, Vaccinex LLC entered into a lock-up agreement in the form attached thereto, pursuant to which Vaccinex, LLC agreed with the Placement Agent to be subject to a lock-up period of 60 days following the closing date of the registered equity offering, which was October 3, 2023. This means that, during the applicable lock-up period, the Reporting Persons may not: (i) sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended; (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Issuer's securities, whether any such transaction is to be settled by delivery of the Issuer's shares of Common Stock, in cash or otherwise; (iii) make any demand for or exercise any right with respect to the registration of any of the Issuer's securities; (iv) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge; or (v) enter into any other arrangement relating to any of the Issuer's securities.

The foregoing descriptions of the Stock Purchase Agreement, Warrants and Lock-up Agreements are qualified by the full text of such agreements and warrant, forms of which are attached as exhibits to this Schedule 13D (Amendment No. 3).

Item 7. Material to Be Filed as Exhibits

The following document is filed as an exhibit to this Schedule 13D (Amendment No. 3).

<u>Exhibit</u>	<u>Description</u>
99.6	Form of Securities Purchase Agreement (incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on 8-K filed October 4, 2023)
99.7	Form of Comment Stock Purchase Warrant (incorporated by reference to Exhibit 4.2 to the Issuer's Current Report on Form 8-K filed October 4, 2023)
99.8*	Form of Lock-up Agreement

* Filed herewith.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 12, 2023

Maurice Zauderer

By: /s/ Maurice Zauderer

Name: Maurice Zauderer

Vaccinex (Rochester), L.L.C.

By: /s/ Maurice Zauderer

Name: Maurice Zauderer

Title: President

LOCK-UP AGREEMENT

September __, 2023

Re: Securities Purchase Agreement, dated as of September [], 2023 (the "Purchase Agreement"), between Vaccinex, Inc. (the "Company") and the purchasers signatory thereto

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (the "Letter Agreement") shall have the meanings set forth in the Purchase Agreement. The undersigned irrevocably agrees with A.G.P./Alliance Global Partners ("AGP") that, from the date hereof until 60 days from the Closing Date (as defined in the Purchase Agreement) (such period, the "Restriction Period") the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to, any shares of Common Stock of the Company or securities convertible, exchangeable or exercisable into, shares of Common Stock of the Company beneficially owned, held or hereafter acquired by the undersigned (the "Securities"), or make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or Common Stock Equivalents or publicly disclose the intention to do any of the foregoing. Beneficial ownership shall be determined and calculated in accordance with Section 13(d) of the Exchange Act.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Securities provided that (1) in the case of any transfer pursuant to clauses i) through vii) below AGP receives a signed lock-up letter agreement (in the form of this Letter Agreement) for the balance of the Restriction Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer, (2) in the case of any transfer pursuant to clauses i) through vii), any such transfer shall not involve a disposition for value, (3) in the case of any transfer pursuant to clauses ii), iii), v), and vi) below, such transfer is not required to be reported during the Restriction Period with the Securities and Exchange Commission in accordance with the Exchange Act and no report of such transfer shall be made voluntarily during the Restriction Period reporting a reduction in beneficial ownership in connection with such transfer, (4) in the case of any transfer pursuant to clauses i), iv), and vii) through ix), neither the undersigned nor any donee, trustee, distributee or transferee, as the case may be, otherwise voluntarily effects any public filing or report during the Restriction Period regarding such transfers, and (5), if the undersigned is required to effect any public filing or report during the Restriction Period in the case of any transfer pursuant to clauses i), iv), and vii) through ix), with respect to transfer:

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- i) as a *bona fide* gift or gifts;
 - ii) to (a) any immediate family member or (b) any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Letter Agreement, “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);
 - iii) to any corporation, partnership, limited liability company, or other business entity all of the beneficial ownership interests of which are held by the undersigned and/or the immediate family of the undersigned;
 - iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (a) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act), or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or (b) in the form of a distribution to partners, members, stockholders, or other equity holders of the undersigned;
 - v) if the undersigned is a trust, to the beneficiary of such trust;
 - vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned;
 - vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement, or related court order related to the distribution of assets in connection with the dissolution of a marriage or civil union;
 - viii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company’s capital stock the result of which is that any “person” (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of more than 50% of total voting power of the voting stock of the Company or the surviving entity (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of Securities in connection with such transaction, or vote any shares of Common Stock or other such securities in favor of any such transaction), provided that in the event that such transaction is not completed, the undersigned’s Securities shall remain subject to the provisions of this letter agreement; or

- ix) to the Company in a transaction exempt from Section 16(b) of the Exchange Act upon a vesting event of the Securities or upon the exercise of options or warrants to purchase Common Stock on a “cashless” or “net exercise” basis or to cover tax withholding obligations of the undersigned in connection with such vesting or exercise (but for the avoidance of doubt, excluding all manners of exercise that would involve a sale in the open market of any securities relating to such options or warrants, whether to cover the applicable aggregate exercise price, withholding tax obligations or otherwise); provided that any Securities issued upon such exercise shall be subject to the restrictions set forth in this Letter Agreement.

In addition, notwithstanding the foregoing, this Letter Agreement shall not restrict the delivery of shares of Common Stock to the undersigned upon (i) exercise any options granted under any employee benefit plan of the Company; provided that any shares of Common Stock or Securities acquired in connection with any such exercise will be subject to the restrictions set forth in this Letter Agreement, or (ii) the exercise of warrants; provided that such shares of Common Stock delivered to the undersigned in connection with such exercise are subject to the restrictions set forth in this Letter Agreement.

Furthermore, the undersigned may enter into any new plan established in compliance with Rule 10b5-1 of the Exchange Act; provided that (i) such plan may only be established if no public announcement or filing with the Securities and Exchange Commission, or other applicable regulatory authority, is made during the Restriction Period in connection with the establishment of such plan, other than in a quarterly report on Form 10-Q as required by the form and in which disclosure is made that no sale of shares of Common Stock may be made pursuant to such plan during the Restriction Period and (ii) no sale of shares of Common Stock is made pursuant to such plan during the Restriction Period.

The undersigned acknowledges that the execution, delivery and performance of this Letter Agreement is a material inducement to AGP and the Company to complete the transactions contemplated by the Purchase Agreement and AGP shall be entitled to specific performance of the undersigned's obligations hereunder. In furtherance of the foregoing, the undersigned acknowledges and agrees that the Company and any duly appointed transfer agent for the registration or transfer of the securities described herein may decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Purchase Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of AGP and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in Manhattan, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such

suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

The undersigned understands that if the Purchase Agreement (other than the provisions thereof that survive termination) terminates prior to the Closing (as defined in the Purchase Agreement), then this Letter Agreement shall be void and of no further force or effect.

This Letter Agreement shall be binding on successors, assigns, heirs, and personal representatives of the undersigned with respect to the Securities and any such successor, assign, heir, or personal representative shall enter into a similar agreement for the benefit of AGP. This Letter Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provisions hereof be enforced by, any of other Person.

*** SIGNATURE PAGE FOLLOWS***

This Letter Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

Signature

Print Name

Position in Company, if any

Address for Notice:

By signing below, AGP agrees to enforce the restrictions on transfer set forth in this Letter Agreement.

A.G.P./ALLIANCE GLOBAL PARTNERS

By: _____

Name: Thomas J. Higgins

Title: Managing Director, Investment Banking