
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)***

NantKwest, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title and Class of Securities)

63016Q102
(CUSIP Number)

**Cambridge Equities, LP
Attn: Charles Kenworthy
9922 Jefferson Boulevard
Culver City, California 90232
(310) 836-6400**

With a copy to:

**Martin J. Waters
Daniel R. Koeppen
Wilson Sonsini Goodrich & Rosati
Professional Corporation
12235 El Camino Real, Suite 200
San Diego, California 92130
(858) 350-2300**

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

October 14, 2015

(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 which 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).

CUSIP No. 63016Q102

(1)	NAMES OF REPORTING PERSONS Cambridge Equities, LP	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS (see instructions) WC, AF (See Item 3)	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER None (See Item 5)
	(8)	SHARED VOTING POWER 43,025,814 shares (See Item 5)
	(9)	SOLE DISPOSITIVE POWER None (See Item 5)
	(10)	SHARED DISPOSITIVE POWER 43,025,814 shares (See Item 5)
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,025,814 shares (See Item 5)	
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.7% (See Item 5)*	
(14)	TYPE OF REPORTING PERSON (see instructions) PN	

* This percentage is calculated based upon 81,141,503 shares of the Issuer's Common Stock (defined below) outstanding, as set forth in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, filed with the Securities and Exchange Commission (the "SEC") on September 10, 2015.

CUSIP No. 63016Q102

(1)	NAMES OF REPORTING PERSONS MP 13 Ventures, LLC	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS (see instructions) AF (See Item 3)	
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER None (See Item 5)
	(8)	SHARED VOTING POWER 43,025,814 shares (See Item 5)
	(9)	SOLE DISPOSITIVE POWER None (See Item 5)
	(10)	SHARED DISPOSITIVE POWER 43,025,814 shares (See Item 5)
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,025,814 shares (See Item 5)	
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.7% (See Item 5)*	
(14)	TYPE OF REPORTING PERSON (see instructions) OO	

* This percentage is calculated based upon 81,141,503 shares of the Issuer's Common Stock (defined below) outstanding, as set forth in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, filed with the SEC on September 10, 2015.

CUSIP No. 63016Q102

(1)	NAMES OF REPORTING PERSONS Patrick Soon-Shiong	
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
(3)	SEC USE ONLY	
(4)	SOURCE OF FUNDS (see instructions) PF, AF (See Item 3)	
(5)	CHECK BOX 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 11,095,256 shares (See Item 5)
	(8)	SHARED VOTING POWER 43,025,814 shares (See Item 5)
	(9)	SOLE DISPOSITIVE POWER 11,095,256 shares (See Item 5)
	(10)	SHARED DISPOSITIVE POWER 43,025,814 shares (See Item 5)
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 54,121,070 shares	
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 57.6%*	
(14)	TYPE OF REPORTING PERSON (see instructions) IN	

* This percentage is calculated based upon 81,141,503 shares of the Issuer's Common Stock (defined below) outstanding, as set forth in the Issuer's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015, filed with the SEC on September 10, 2015.

Explanatory Note: This Amendment No. 1 to Schedule 13D (this "Amendment") is being filed by the Reporting Persons identified herein, and amends the Schedule 13D filed with the Securities and Exchange Commission on August 31, 2015, in respect of the common stock, par value \$0.0001 per share, of NantKwest, Inc. (the "Schedule 13D/A"). The Schedule 13D/A is hereby amended and supplemented by the Reporting Persons as set forth below in this Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Schedule 13D/A.

Item 3. Source and Amount of Funds or Other Consideration.

The disclosure in Item 3 is hereby amended and restated to read in its entirety as follows:

The Reporting Persons are filing this Amendment No. 1 to Schedule 13D as a result of the acquisition, on October 16, 2015, of an option to purchase up to 2,000,000 shares of Common Stock at an exercise price of 15.295 per share. The option may be exercised in whole or in part at any time during the period beginning on January 1, 2016 and ending on and including March 31, 2016.

All of the shares of Common Stock to which this Statement relates were purchased on behalf of the Reporting Persons using their investment capital or funds under management.

Item 4. Purpose of Transaction.

The disclosure in Item 4 is hereby amended to include the following:

As noted in Item 3, the Reporting Persons are filing this Amendment No. 1 to Schedule 13D as a result of the acquisition, on October 16, 2015, of an option to purchase up to 2,000,000 shares of Common Stock at an exercise price of 15.295 per share.

Item 5. Interest in Securities of the Issuer.

The disclosure in Item 5 is hereby amended to include the following:

(a) and (b) Cambridge Equities beneficially owns, in the aggregate, 43,025,814 shares of Common Stock, representing approximately 53.0% of the outstanding Common Stock of the Company, including 9,257 shares that may be acquired pursuant to the exercise of warrants and 2,000,000 shares that may be acquired pursuant to the exercise of options. MP 13 Ventures and Dr. Soon-Shiong may be deemed to beneficially own, and share voting power and investment power with Cambridge Equities over, all shares of Common Stock beneficially owned by Cambridge Equities.

Dr. Soon-Shiong also beneficially owns 11,095,256 shares of Common Stock, including 11,095,256 shares that may be acquired pursuant to the exercise of warrants and options within 60 days of this filing. Dr. Soon-Shiong has the sole power to vote or direct the vote, and the sole power to dispose or direct the disposition, of all such 11,095,256 shares of Common Stock. As a result, Dr. Soon-Shiong may be deemed to beneficially own, in the aggregate, 54,121,070 shares of Common Stock, representing approximately 58.9% of the outstanding Common Stock of the Company.

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

The disclosure in Item 6 is hereby amended to include the following:

The information set forth in Items 3 and 4 above is hereby incorporated by reference in response to Item 6.

Item 7. Material to be Filed as Exhibits.

The following documents are filed as exhibits:

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement (incorporated by reference to Schedule 13D filed on August 31, 2015).
2	Option Agreement between Cambridge Equities, LP and Sorrento Therapeutics, Inc., dated as of October 14, 2015

SIGNATURE

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

Dated: October 23, 2015

CAMBRIDGE EQUITIES, LP

By: MP 13 Ventures, LLC, its General Partner

By: /s/ Charles Kenworthy

Its: Manager

MP 13 VENTURES, LLC

By: /s/ Charles Kenworthy

Its: Manager

PATRICK SOON-SHIONG

/s/ Patrick Soon-Shiong

Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement (incorporated by reference to Schedule 13D filed on August 31, 2015).
2	Option Agreement between Cambridge Equities, LP and Sorrento Therapeutics, Inc., dated as of October 14, 2015.

OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is made as of October 13, 2015 by and between Cambridge Equities, LP ("Cambridge") and Sorrento Therapeutics, Inc. ("Sorrento").

RECITALS

WHEREAS, Sorrento owns 5,618,326 shares of common stock, par value \$0.0001 per share ("Common Stock"), of NantKwest, Inc. (the "Company"); and

WHEREAS, Sorrento wishes to grant Cambridge the right and option, on the terms and subject to the conditions set forth in this Agreement, to purchase from Sorrento up to 2,000,000 shares of the Company's Common Stock (the "Shares");

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Option.

(a) Subject to the terms and conditions of this Agreement, Sorrento hereby grants to Cambridge an unconditional, irrevocable option (the "Option") to purchase all or a portion of the Shares (*i.e.*, up to 2,000,000 shares of Common Stock), at a price of \$15.295 per share (the "Purchase Price"). Prior to the end of the Exercise Period, Sorrento shall not sell, dispose of, transfer, pledge or otherwise encumber any of the Shares. The number of shares of Common Stock that may be purchased upon exercise of the Option and the Purchase Price will be proportionately adjusted for any stock splits, stock dividends, combinations or the like.

(b) The Option may be exercised by Cambridge, in whole or in part, at any time, or from time to time, during the period beginning on January 1, 2016 and ending on (and including) March 31, 2016 (the "Exercise Period").

(c) The Option shall be exercisable by Cambridge by delivery of written notice to Sorrento (the "Exercise Notice"), which notice shall (i) reference this Agreement, (ii) specify a date for closing (which shall be no later than five (5) business days after the date such notice is given) and (iii) specify the number of Shares with respect to which the Option is being exercised. Cambridge may deliver to Sorrento one or more Exercise Notices during the Exercise Period.

2. Closing. The closing of the sale and purchase of the Shares in connection with each Option exercise (the "Closing") shall take place on the date specified by Cambridge in the Exercise Notice. At the Closing, the parties shall execute a stock purchase agreement, substantially in the form attached hereto as Exhibit A (including executing exhibits thereto), covering the Shares being purchased pursuant to the applicable Exercise Notice.

3. Sorrento Representations. Sorrento hereby represents and warrants to Cambridge that: (a) Sorrento has full power and authority to execute and deliver, and to perform all of its obligations under, this Agreement; (b) the execution, delivery and performance by Sorrento of this Agreement have been approved by all requisite action on the part of Sorrento; (c) the execution, delivery and performance of this Agreement does not and will not: (i) violate or conflict with any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award, contract, agreement or understanding presently in effect applicable to Sorrento (including the charter and governing documents of Sorrento) or (ii) require any authorization, consent, approval, license, exemption by or from, or filing or registration with, any court, executive or legislative body, governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; (d) this Agreement constitutes a legal, valid and binding obligation of Sorrento enforceable against it in accordance with its terms; (e) Sorrento has good title to and is the sole owner of all of the Shares, free and clear of all liens, charges and any encumbrances of any kind whatsoever; (f) Seller is not a party to any voting, trust, proxy or other agreement or understanding with respect to the voting of the Shares or any other capital stock of the Company; (g) Sorrento is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended; and (h) Sorrento (i) is a sophisticated person; (ii) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the execution of this Agreement; (iii) has independently and without reliance upon Cambridge, and based on such information as Sorrento has deemed appropriate, made its own analysis and decision to enter into this Agreement; and (iv) acknowledges that arm's-length negotiations between Sorrento and Cambridge resulted in Sorrento agreeing to the sufficiency of the Purchase Price set forth in this Agreement. Sorrento acknowledges that Cambridge has not given Sorrento any investment advice, credit information or opinion on whether the grant of the Option hereunder or the entry into this Agreement is prudent.

4. Confidentiality. The terms of this Agreement, including, without limitation, the Purchase Price, shall remain confidential and shall not be disclosed by Sorrento (other than to Sorrento's accountants, attorneys and advisors) without the prior written consent of Cambridge, except to the extent such disclosure is ordered by a court of competent jurisdiction, is required in order to comply with applicable law, is required by service of legal process, or is necessary to effect the terms of this Agreement.

5. Governing Law; Arbitration. This Agreement and any matter or dispute relating hereto shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Any and all disputes arising out of or related to this Agreement shall be resolved pursuant to binding arbitration held in the County of Los Angeles in the State of California and administered by the Judicial Arbitration and Mediation Services, Inc. pursuant to its Comprehensive Arbitration Rules and Procedures then in effect.

6. Amendment. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

7. Successors and Assigns. Neither this Agreement nor the rights or obligations created herein may be assigned by either party, in whole or in part, without the prior written consent of the

other party, except that Cambridge shall be free to assign this Agreement to (a) an affiliate of Cambridge or (b) the Company. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors and permitted assigns any right of any nature.

8. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

9. Enforcement. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed by the parties in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right each party may have, each party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this Agreement by facsimile or .pdf signature and the other party shall be entitled to rely on such facsimile or .pdf signature as evidence that this Agreement has been duly executed by such party.

11. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as of the date first written above.

SORRENTO THERAPEUTICS, INC.

By: /s/ Henry Ji
Name: Henry Ji
Title: President & CEO

CAMBRIDGE EQUITIES, LP

By: MP13 Ventures, LLC, its General Partner

By: /s/ Charles Kenworthy
Name: Charles Kenworthy
Title: Manager

SIGNATURE PAGE TO OPTION AGREEMENT