
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

NantKwest, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

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)

July 7, 2016

(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 41,025,814 shares (See Item 5) |
| | (9) | SOLE DISPOSITIVE POWER None (See Item 5) |
| | (10) | SHARED DISPOSITIVE POWER 41,025,814 shares (See Item 5) |
| (11) | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 41,025,814 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) 50.0% (See Item 5)* | |
| (14) | TYPE OF REPORTING PERSON (see instructions) PN | |

* This percentage is calculated based upon 81,997,285 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 March 31, 2016, filed with the Securities and Exchange Commission (the "SEC") on May 16, 2016.

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 41,025,814 shares (See Item 5) |
| | (9) | SOLE DISPOSITIVE POWER None (See Item 5) |
| | (10) | SHARED DISPOSITIVE POWER 41,025,814 shares (See Item 5) |
| (11) | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 41,025,814 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) 50.0% (See Item 5)* | |
| (14) | TYPE OF REPORTING PERSON (see instructions) OO | |

* This percentage is calculated based upon 81,997,285 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 March 31, 2016, filed with the SEC on May 16, 2016.

CUSIP No. 63016Q102

| | | |
|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| (1) | NAMES OF REPORTING PERSONS | |
| | Chan Soon-Shiong Family Foundation | |
| (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 | |
| | United States of America | |
| NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH | (7) | SOLE VOTING POWER |
| | | None |
| | (8) | SHARED VOTING POWER |
| | | 5,618,326 shares (See Item 5) |
| | (9) | SOLE DISPOSITIVE POWER |
| | | None |
| | (10) | SHARED DISPOSITIVE POWER |
| | | 5,618,326 (See Item 5) |
| (11) | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 5,618,326 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) | |
| | 6.9%* | |
| (14) | TYPE OF REPORTING PERSON (see instructions) | |
| | CO | |

* This percentage is calculated based upon 81,997,285 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 March 31, 2016, filed with the SEC on May 16, 2016.

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 |
| | | 13,159,147 (See Item 5) |
| | (8) | SHARED VOTING POWER |
| | | 60,094,030 shares (See Item 5) |
| | (9) | SOLE DISPOSITIVE POWER |
| | | 13,159,147 shares (See Item 5) |
| | (10) | SHARED DISPOSITIVE POWER |
| | | 60,094,030 shares (See Item 5) |
| (11) | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON | |
| | 60,094,030 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) | |
| | 63.2%* | |
| (14) | TYPE OF REPORTING PERSON (see instructions) | |
| | IN | |

* This percentage is calculated based upon 81,997,285 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 March 31, 2016, filed with the SEC on May 16, 2016.

Explanatory Note: This Amendment No. 2 amends and supplements the Schedule 13D (as so amended, this "Schedule 13D") filed with the Securities and Exchange Commission (the "SEC") on August 31, 2015, by certain of the Reporting Persons (as defined below), with respect to the common stock, par value \$0.0001 per share ("Common Stock"), of NantKwest, Inc., a Delaware corporation (the "Issuer"), as amended by Amendment No. 1 thereto, filed with the SEC on October 23, 2015. In addition, the Chan Soon-Shiong Family Foundation is being added as a joint filer to this Schedule 13D.

Item 2. Identity and Background.

- (a), (f) This Schedule 13D is being filed jointly by (i) Dr. Patrick Soon-Shiong, a natural person and citizen of the United States, (ii) Cambridge Equities, LP, a limited partnership organized under the laws of the State of Delaware ("Cambridge Equities"), (iii) MP 13 Ventures, LLC, a limited liability company organized under the laws of the State of Delaware ("MP 13 Ventures"), and (iv) the Chan Soon-Shiong Family Foundation, an exempt corporation organized under the laws of the State of Delaware (the "Foundation"). Dr. Soon-Shiong, Cambridge Equities, MP 13 Ventures and the Foundation are collectively referred to herein as the "Reporting Persons."
- (b) The address of the principal business and principal office of each of the Reporting Persons is 9922 Jefferson Boulevard, Culver City, California 90232.
- (c) The principal business of Cambridge Equities is investment. MP 13 Ventures is the general partner of Cambridge Equities and thus may be deemed to control Cambridge Equities. The principal business of MP 13 Ventures is investment. Dr. Soon-Shiong is the sole member of MP 13 Ventures and thus may be deemed to control MP 13 Ventures and each entity directly or indirectly controlled by MP 13 Ventures (including Cambridge Equities). The Foundation is a private foundation whose primary business is philanthropy. Dr. Soon-Shiong is the Chairman of the Foundation and thus may be deemed to control the Foundation. Dr. Soon-Shiong is the Chairman and Chief Executive Officer of the Issuer.
- (d) During the past five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the past five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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. 2 to the Schedule 13D as a result of the entry into a letter agreement (the "Letter Agreement") with Sorrento Therapeutics, Inc. ("Sorrento") pursuant to which (a) Sorrento agreed to sell to the Foundation, and the Foundation agreed to purchase from Sorrento, 5,618,326 shares of Issuer Common Stock, (b) the Foundation agreed to sell to Sorrento, and Sorrento agreed to purchase from the Foundation, 7,878,098 shares of Sorrento common stock, (c) Cambridge agreed to forfeit its right to purchase 500,000 shares of Sorrento common stock issuable pursuant to a common stock purchase warrant, dated December 22, 2014, to purchase 1,724,138 shares of Sorrento common stock (the "Cambridge Warrant") so that, following the closing of the transactions contemplated by the Letter Agreement, the Cambridge Warrant will be exercisable for up to 1,224,138 shares of Sorrento common stock, and (d) Sorrento agreed to pay to Foundation an aggregate of \$15,639,071.95.

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. 2 to Schedule 13D as a result of the entry into the Letter Agreement with Sorrento pursuant to which (a) Sorrento agreed to sell to the Foundation, and the Foundation agreed to purchase from Sorrento, 5,618,326 shares of Issuer Common Stock, (b) the Foundation agreed to sell to Sorrento, and Sorrento agreed to purchase from the Foundation, 7,878,098 shares of Sorrento common stock, (c) Cambridge agreed to forfeit its right to purchase 500,000 shares of Sorrento common stock issuable pursuant to the Cambridge Warrant so that, following the closing of the transactions contemplated by the Letter Agreement, the Cambridge Warrant will be exercisable for up to 1,224,138 shares of Sorrento common stock, and (d) Sorrento agreed to pay to Foundation an aggregate of \$15,639,071.95.

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, 41,025,814 shares of Common Stock, representing approximately 50.0% of the outstanding Common Stock of NantKwest, including 9,257 shares that may be acquired pursuant to the exercise of warrants. 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.

The Foundation beneficially owns, in the aggregate, 5,618,326 shares of Common Stock, representing approximately, 6.9% of the outstanding Common Stock of the Company. Dr. Soon-Shiong may be deemed to beneficially own, and share voting power and investment power over, all shares of Common Stock beneficially owned by the Foundation.

Dr. Soon-Shiong also beneficially owns 13,159,147 shares of Common Stock, including 12,859,147 shares that may be acquired pursuant to the exercise of warrants and options and 300,000 shares underlying restricted stock units which vest within 60 days. 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 13,159,147 shares of Common Stock. As a result, Dr. Soon-Shiong may be deemed to beneficially own, in the aggregate, 60,094,030 shares of Common Stock, representing approximately 63.2% of the outstanding Common Stock of the Issuer.

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:

| Exhibit Number | Description |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Joint Filing Agreement, dated as of July 7, 2016, by and among Cambridge Equities, LP, MP 13 Ventures, LLC, the Chan Soon-Shiong Family Foundation, and Patrick Soon-Shiong. |
| 2 | Letter Agreement, dated as of June 30, 2016, by and among Sorrento Therapeutics, Inc., the Chan Soon-Shiong Family Foundation, and Cambridge Equities, LP. |

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: July 11, 2016

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

CHAN SOON-SHIONG FAMILY FOUNDATION

By: /s/ Charles Kenworthy

Its: Executive Vice President

PATRICK SOON-SHIONG

/s/ Patrick Soon-Shiong

Exhibit Index

**Exhibit
Number**

Description

- | | |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Joint Filing Agreement, dated as of July 7, 2016, by and among Cambridge Equities, LP, MP 13 Ventures, LLC, the Chan Soon-Shiong Family Foundation, and Patrick Soon-Shiong. |
| 2 | Letter Agreement, dated as of June 30, 2016, by and among Sorrento Therapeutics, Inc., the Chan Soon-Shiong Family Foundation, and Cambridge Equities, LP. |

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a Schedule 13D (including any and all amendments thereto) with respect to the common stock, par value \$0.0001 per share, of NantKwest, Inc., and further agree that this Joint Filing Agreement shall be included as an exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein; provided that no party is responsible for the completeness or accuracy of the information concerning any other filing party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement.

In evidence thereof the undersigned, being duly authorized, hereby execute this Joint Filing Agreement as of July 7, 2016.

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

CHAN SOON-SHIONG FAMILY FOUNDATION

By: /s/ Charles Kenworthy

Its: Executive Vice President

PATRICK SOON-SHIONG

/s/ Patrick Soon-Shiong

June 30, 2016

Sorrento Therapeutics, Inc.
9380 Judicial Drive
San Diego, California 92121

Ladies and Gentlemen:

This letter agreement (this "Agreement") sets forth the terms and conditions of a binding agreement among Sorrento Therapeutics, Inc., a Delaware corporation ("Sorrento"), the Chan Soon-Shiong Family Foundation, a Delaware exempt corporation ("CSSFF"), and Cambridge Equities, LP, a Delaware limited partnership ("Cambridge"), with reference to the following facts:

A. CSSFF owns, in the aggregate, 7,878,098 shares of common stock, par value \$0.0001 per share of Sorrento (the "Sorrento Shares").

B. Cambridge owns a Common Stock Purchase Warrant, dated December 22, 2014, to purchase 1,724,138 shares of Sorrento Common Stock at an exercise price of \$5.80 per share (the "Sorrento Warrant").

C. Sorrento owns, in the aggregate, 5,618,326 shares of common stock, par value \$0.0001 per share of NantKwest, Inc. ("NantKwest Shares").

1. Purchase and Sale of Sorrento Shares; Sorrento Warrant. Subject to the terms and conditions of this Agreement, at the Closing, CSSFF will sell to Sorrento, and Sorrento will purchase from CSSFF, the Sorrento Shares. Subject to the terms and conditions of this Agreement, at the Closing, Cambridge will surrender and forfeit its rights to acquire up to 500,000 shares of common stock, par value \$0.0001 per share, of Sorrento (the "Sorrento Common Stock") under the Sorrento Warrant (such that immediately following the Closing, the Sorrento Warrant will be exercisable by Cambridge for up to an aggregate of 1,224,138 shares of Sorrento Common Stock at an exercise price of \$5.80 per share) (the "Warrant Amendment").

2. Purchase and Sale of NantKwest Shares. Subject to the terms and conditions of this Agreement, at the Closing, Sorrento will sell to CSSFF, and CSSFF will purchase from Sorrento, the NantKwest Shares.

3. Consideration. In consideration of the purchase and sale of the Sorrento Shares and the NantKwest Shares and the Warrant Amendment, each as contemplated by Sections 1 and 2 above: (a) CSSFF will convey, assign and transfer to Sorrento the Sorrento Shares; and (b) Sorrento will convey, assign and transfer to CSSFF the NantKwest Shares and wire transfer to CSSFF an aggregate of \$15,639,071.95 pursuant to wire instructions delivered by CSSFF to Sorrento, which wire instructions will be delivered to Sorrento by July 1, 2016.

4. CSSFF Representations. CSSFF represents and warrants to Sorrento that (a) CSSFF 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 CSSFF of this Agreement have been approved by all requisite action on the part of CSSFF; (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 CSSFF (including the charter and governing documents of CSSFF) 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 CSSFF enforceable against it in accordance with its terms; (e) CSSFF has good title to and is the sole owner of the Sorrento Shares, free and clear of all liens, charges and any encumbrances of any kind whatsoever (and at the Closing Sorrento will receive good title to the Sorrento Shares, free and clear of all liens, charges and any encumbrances of any kind whatsoever); (f) CSSFF is not a party to any voting, trust, proxy or other agreement or understanding with respect to the voting of such Sorrento Shares or any other capital stock of Sorrento; (g) CSSFF did not offer or sell such Sorrento Shares by any form of general solicitation or general advertising; (h) CSSFF is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended; (i) CSSFF (i) is a sophisticated person with respect to the sale of such Sorrento Shares; (ii) has adequate information concerning the business and financial condition of Sorrento to make an informed decision regarding the sale of such Sorrento Shares; (iii) has independently and without reliance upon Sorrento or any of its officers or directors, and based on such information as CSSFF 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 CSSFF resulted in CSSFF agreeing to the sufficiency of the consideration hereunder. CSSFF acknowledges that Sorrento (and none of its officers, directors or representatives) has not given CSSFF any investment advice, credit information or opinion on whether the sale of the Sorrento Shares is prudent; and (j) Charles Kenworthy has authority to execute this Agreement on behalf of CSSFF.

5. Cambridge Representations. Cambridge represents and warrants to Sorrento that (a) Cambridge 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 Cambridge of this Agreement have been approved by all requisite action on the part of Cambridge; (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 Cambridge (including the charter and governing documents of Cambridge) 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 Cambridge enforceable against it in accordance with its terms; (e) Cambridge has good title to and is the sole owner of the Sorrento Warrant, free and clear of all liens, charges and any encumbrances of any kind whatsoever; (f) Cambridge is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended; (g) CSSFF (i) is a sophisticated person with respect to the Warrant Amendment; (ii) has adequate information concerning the business and financial condition of Sorrento to make an informed decision regarding the Warrant Amendment; (iii) has independently and without reliance upon Sorrento or any of its officers or directors, and based on such information as Cambridge 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 Cambridge agreeing to the sufficiency of the consideration hereunder. Cambridge acknowledges that Sorrento (and none of its officers, directors or representatives) has not given Cambridge any investment advice, credit information or opinion on whether the Warrant Amendment is prudent; and (h) Charles Kenworthy has authority to execute this Agreement on behalf of Cambridge.

6. Sorrento Representations. Sorrento represents and warrants to CSSFF 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 the NantKwest Shares, free and clear of all liens, charges and any encumbrances of any kind whatsoever (and at the Closing CSSFF will receive good title to such NantKwest Shares, free and clear of all liens, charges and any encumbrances of any kind whatsoever); (f) Sorrento is not a party to any voting, trust, proxy or other agreement or understanding with respect to the voting of such NantKwest Shares or any other capital stock of NantKwest; (g) Sorrento did not offer or sell such NantKwest Shares by any form of general solicitation or general advertising; (h) 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; (i) Sorrento (i) is a sophisticated person with respect to the sale of such NantKwest Shares; (ii) has adequate information concerning the business and financial condition of NantKwest to make an informed decision regarding the sale of such NantKwest Shares; (iii) has independently and without reliance upon CSSFF or NantKwest or any of its officers or directors, 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 CSSFF resulted in Sorrento agreeing to the sufficiency of the consideration hereunder. Sorrento acknowledges that none of CSSFF or NantKwest (and none of its officers, directors or representatives) has given Sorrento any investment advice, credit information or opinion on whether the sale of the NantKwest Shares is prudent; and (j) Henry Ji has authority to execute this Agreement on behalf of Sorrento.

7. Closing. The closing of the sale and purchase of the Sorrento Shares and the NantKwest Shares (the "Closing") shall occur on or before July 8, 2016 (such date to be mutually agreed between the parties). At the Closing: (a) CSSFF will convey, assign and transfer to Sorrento the Sorrento Shares; (b) Sorrento will convey, assign and transfer to CSSFF the NantKwest Shares; (c) Sorrento will wire transfer to CSSFF in immediately available funds the aggregate amount of \$15,639,071.95 to the account designated by CSSFF by written notice delivered to Sorrento by July 1, 2016; and (d) Cambridge will surrender the original Sorrento Warrant to Sorrento for cancellation and Sorrento will issue to Cambridge a new warrant of like tenor representing the right to purchase up to an aggregate of 1,224,138 shares of Sorrento Common Stock at an exercise price of \$5.80 per share.

8. CSSFF Acknowledgments. CSSFF acknowledges and understands: (a) Sorrento and its officers and directors may possess material nonpublic information not known to CSSFF that may impact the value of the Sorrento Shares, including without limitation, information concerning Sorrento's business and financial results for the six months ended June 30, 2016; (b) the disadvantage to which CSSFF is subject due to the disparity of information between Sorrento and CSSFF; (c) notwithstanding such disparity of information, CSSFF has deemed it appropriate to sell the Sorrento Shares to Sorrento as contemplated hereunder (and if CSSFF were in possession of some or all of any such material nonpublic information, CSSFF might not sell the Sorrento Shares to Sorrento); (d) CSSFF has made its own decision to consummate the transaction contemplated hereunder based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it deemed necessary, and without reliance on any representation or warranty of, or advice from, Sorrento; and (e) CSSFF hereby waives any right to rescind or invalidate the sale of the Sorrento Shares to Sorrento or to seek any damages or other remuneration from Sorrento or its officers or directors based on the possession of any such material nonpublic information by Sorrento or the lack of possession of any such material nonpublic information by CSSFF. Without limiting the generality of the foregoing, CSSFF agrees that Sorrento and its officers, directors, stockholders, employees and agents shall have no liability to CSSFF or its beneficiaries whatsoever due to or in connection with Sorrento's use or non-disclosure of any material nonpublic information or otherwise as a result of the transaction contemplated hereby, and CSSFF hereby irrevocably waives any claim that it might have based on the failure of Sorrento to disclose any material nonpublic information.

9. Cambridge Acknowledgments. Cambridge acknowledges and understands: (a) Sorrento and its officers and directors may possess material nonpublic information not known to Cambridge that may impact the value of the Sorrento Warrant, including without limitation, information concerning Sorrento's business and financial results for the six months ended June 30, 2016; (b) the disadvantage to which Cambridge is subject due to the disparity of information between Sorrento and Cambridge; notwithstanding such disparity of information, Cambridge has deemed it appropriate to agree to the Warrant Amendment as contemplated hereunder (and if Cambridge were in possession of some or all of any such material nonpublic information, Cambridge might not agree to the Warrant Amendment); Cambridge has made its own decision to consummate the transaction contemplated hereunder based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it deemed necessary, and without reliance on any representation or warranty of, or advice from, Sorrento; and (e) Cambridge hereby waives any right to rescind or invalidate the Warrant Amendment or to seek any damages or other remuneration from Sorrento or its officers or directors based on the possession of any such material nonpublic information by Sorrento or the lack of possession of any such material nonpublic information by Cambridge. Without limiting the generality of the foregoing, Cambridge agrees that Sorrento and its officers, directors, stockholders, employees and agents shall have no liability to Cambridge or its beneficiaries whatsoever due to or in connection with Sorrento's use or non-disclosure of any material nonpublic information or otherwise as a result of the transaction contemplated hereby, and Cambridge hereby irrevocably waives any claim that it might have based on the failure of Sorrento to disclose any material nonpublic information.

10. Sorrento Acknowledgments. Sorrento acknowledges and understands: (a) CSSFF and its officers and directors may possess material nonpublic information not known to Sorrento that may impact the value of the NantKwest Shares, including without limitation, information concerning NantKwest's business and financial results for the six months ended June 30, 2016; (b) the disadvantage to which Sorrento is subject due to the disparity of information between Sorrento and CSSFF; (c) notwithstanding such disparity of information, Sorrento has deemed it appropriate to sell the NantKwest Shares to CSSFF as contemplated hereunder (and if Sorrento were in possession of some or all of any such material nonpublic information, Sorrento might not sell the NantKwest Shares to CSSFF); (d) Sorrento has made its own decision to consummate the transaction contemplated hereunder based on its own independent review and consultations with such investment, legal, tax, accounting and other advisers as it deemed necessary, and without reliance on any representation or warranty of, or advice from, CSSFF or NantKwest; and (e) Sorrento hereby waives any right to rescind or invalidate the sale of the NantKwest Shares to CSSFF or to seek any damages or other remuneration from CSSFF or NantKwest or its officers or directors based on the possession of any such material nonpublic information by CSSFF or the lack of possession of any such material nonpublic information by Sorrento. Without limiting the generality of the foregoing, Sorrento agrees that CSSFF and NantKwest and its officers, directors, stockholders, employees and agents shall have no liability to Sorrento or its beneficiaries whatsoever due to or in connection with CSSFF's use or non-disclosure of any material nonpublic information or otherwise as a result of the transaction contemplated hereby, and Sorrento hereby irrevocably waives any claim that it might have based on the failure of CSSFF to disclose any material nonpublic information.

11. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, including stock powers, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

12. Arbitration. 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 Streamlined Arbitration Rules & Procedures then in effect. Each party shall bear its own attorneys' fees and expenses in such arbitration. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive.

13. Governing Law. 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.

14. 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.

15. Voluntary Execution of Agreement. This Agreement is executed voluntarily, without any duress or undue influence on the part of any party or on behalf of any party. Each party acknowledges that (a) it has read and understands the terms and consequences of this Agreement; (b) it has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of its own choice or that it has voluntarily declined to seek such counsel; and (c) it is fully aware of the legal and binding effect of this Agreement.

[Signature Page Follows]

Please kindly countersign this Agreement to confirm your agreement with the terms and conditions set forth herein.

Sincerely,

Chan Soon-Shiong Family Foundation

Cambridge Equities, LP

By: MP13 Ventures, LLC, its general partner

By: /s/ Charles Kenworthy
Name: Charles Kenworthy
Title: Executive Vice President

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

ACKNOWLEDGED AND AGREED:

Sorrento Therapeutics, Inc.

By: /s/ Henry Ji
Name: Henry Ji, Ph.D.
Title: President & Chief Executive Officer