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

SCHEDULE 13D
(Rule 13d-102)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

(Amendment No.)*

Marker Therapeutics, Inc.
(Name of Issuer)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

57055L107
(CUSIP Number)

Aisling Capital
888 Seventh Avenue, 12th Floor
New York, NY 10106
(212) 651-6380

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

October 17, 2018
(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 (the "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 PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Aisling Capital IV, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 3,500,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,500,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7% (See Item 5)	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Aisling Capital Partners IV, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 3,500,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,500,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7% (See Item 5)	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Aisling Capital Partners IV LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 3,500,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,500,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7% (See Item 5)	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Steve Elms	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,500,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,500,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7% (See Item 5)	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Andrew Schiff	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,500,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,500,000
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7% (See Item 5)	
14	TYPE OF REPORTING PERSON IN	

Item 1. Security and Issuer.

This Schedule 13D (this “13D”) is filed with respect to the Common Stock, \$0.001 par value (the “Shares”), of Marker Therapeutics, Inc., a Delaware corporation (“Marker” or the “Issuer”). The principal executive office of the Issuer is located at 5 West Forsyth Street, Suite 200, Jacksonville, FL 32202.

Item 2. Identity and Background.

(a) This Schedule 13D is being filed on behalf of the following persons (each, a “Reporting Person” and collectively, the “Reporting Persons”):

- (i) Aisling Capital IV, LP, a Delaware limited partnership (“Aisling”);
- (ii) Aisling Capital Partners IV, LP, a Delaware limited partnership (“Aisling Partners”), a general partner of Aisling;
- (iii) Aisling Capital Partners IV LLC, a Delaware limited liability company (“Aisling Partners GP”), a general partner of Aisling Partners;
- (iv) Mr. Steve Elms, a managing member of Aisling Partners GP; and
- (v) Mr. Andrew Schiff, a managing member of Aisling Partners GP.

(b) The principal business address for each of the Reporting Persons is 888 Seventh Avenue, 12th Floor, New York, New York 10106.

(c) Aisling was formed in order to engage in the acquiring, holding and disposing of investments in various companies. Aisling Partners is the general partner of Aisling and was formed to act as the general partner of Aisling, to make investments through Aisling and to fulfill such other purposes as may be determined by Aisling from time to time. Aisling Partners GP is the general partner of Aisling Partners and was formed to act as the general partner of Aisling Partners. The principal occupation of each of Messrs. Elms and Schiff are as the Managers of Aisling Partners GP. Accordingly, pursuant to the regulations promulgated under Section 13(d) of the Act, Aisling Partners, Aisling GP and Messrs. Elms and Schiff each may be deemed to be a beneficial owner of the Common Stock held for the account of Aisling.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding were or are 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.

(f) Each of Aisling and Aisling Partners is a Delaware limited partnership. Aisling Partners GP is a Delaware limited liability company. Each of Steven Elms and Andrew Schiff is a United States citizen.

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

As of the date hereof, each of the Reporting Persons may be deemed to beneficially own 3,500,000 Shares, consisting of (i) 2,000,000 Shares and (ii) 1,500,000 warrants to purchase Shares at an exercise price of \$5.00 per share with a five-year term (the "Warrants"). The source of the purchase price for the Common Stock was capital contributions from the partners of Aisling. No borrowed funds were used in the purchase of the Common Stock.

The Information set forth in Item 4 hereof is incorporated by reference herein.

Item 4. Purpose of Transaction.

Each Reporting Person expects to evaluate on an ongoing basis the Issuer's financial condition and prospects and its interest in, and intentions with respect to, the Issuer and their investment in the securities of the Issuer, which review may be based on various factors, including the Issuer's business and financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and those for the Issuer's securities in particular, as well as other developments and other investment opportunities, which, if effected, could result in, among other things, any of the matters identified in Items 4(a)-(j) of Schedule 13D.

Accordingly, each Reporting Person reserves the right to change its intentions and develop plans or proposals at any time, as it deems appropriate. In particular, each Reporting Person may at any time and from time to time, (i) in the open market, in privately negotiated transactions or otherwise, acquire additional Shares, Warrants or other securities of the Issuer, including acquisitions from affiliates of the Reporting Persons; (ii) dispose or transfer of all or a portion of the securities of the Issuer, including the Shares and Warrants that the Reporting Persons now own or may hereafter acquire, to any person or entity, including dispositions to affiliates of the Reporting Persons; (iii) enter into derivative transactions with institutional counterparties with respect to the Issuer's securities; (iv) cause or seek to cause the Issuer or any of its subsidiaries to acquire all or a portion of another person's assets or business, including acquisitions from affiliates of the Reporting Persons; (v) cause or seek to cause the Issuer or any of its subsidiaries to enter into one or more acquisitions, business combinations or mergers or to sell, transfer or otherwise dispose of all or any portion of its assets or business to any person or entity, including acquisitions, business combinations, mergers, sales, transfers and other dispositions with or to affiliates of the Reporting Persons; (vi) restructure the Issuer's or any of its subsidiaries' capitalization, indebtedness or holding company arrangements; (vii) make personnel changes to the present management of the Issuer deemed necessary or desirable; (viii) change the identity of the directors of the Issuer; (ix) change the identity of the board observers of the Issuer, including Mr. Elms, who is a board observer of the Issuer; (x) make or propose any other material change in the Issuer's or any of its subsidiaries' corporate structure or business; or (xi) engage in communications with one or more stockholders, officers or directors of the Issuer and other persons regarding any of the matters described in clauses (i) through (x) above.

Item 5. Interest in Securities of the Issuer.

(a) The aggregate percentage of Shares reported as owned by each Reporting Person is based on 45,328,510 Shares issued and outstanding immediately following the Merger (as defined below) as reported in the Issuer's Form 8-K filed with the Securities and Exchange Commission (the "SEC") on October 17, 2018. Based on calculations made in accordance with Rule 13d-3(d), each Reporting Person may be deemed to beneficially own 3,500,000 Shares, constituting approximately 7.7% of the outstanding Shares.

(b) (i) Each of Aisling, Aisling Partners and Aisling Partners GP may be deemed to have sole power to direct the voting and disposition of the 3,500,000 Shares of Common Stock that may be deemed to be beneficially owned by the Reporting Persons.

(ii) By virtue of the relationships between and among the Reporting Persons described in Item 2 of this Schedule 13D, each of the Messrs. Elms and Schiff may be deemed to share the power to direct the voting and disposition of the 3,500,000 Shares beneficially owned by the Reporting Persons.

(c) On October 17, 2018, Aisling acquired 2,000,000 Shares and 1,500,000 Warrants to purchase Shares for an aggregate purchase price of \$8,000,000 in a private placement transaction (the "Financing") pursuant to the terms of the Securities Purchase Agreements, dated June 8, 2018, by and among TapImmune Inc., a Nevada corporation ("TapImmune") and certain accredited investors, including Aisling, (the "Securities Purchase Agreement"), entered into in connection with an Agreement and Plan of Merger and Reorganization, dated as of May 15, 2018 (the "Merger Agreement"), by and among TapImmune, Timberwolf Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of TapImmune ("Merger Sub"), and Marker Therapeutics, Inc., a privately-held Delaware corporation ("Marker"). On October 17, 2018, pursuant to the Merger Agreement, Merger Sub was merged with and into Marker (the "Merger"), with Marker being the surviving corporation and becoming a wholly owned subsidiary of TapImmune. In connection with the Merger, TapImmune changed its name to Marker Therapeutics, Inc., and Marker changed its name to Marker Cell Therapy, Inc.

(d) The partners of Aisling have the right to participate in the receipt of dividends from, or proceeds from the sale of, the Shares held for the account of Aisling in accordance with their ownership interests in Aisling.

(e) Not applicable.

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

Mr. Elms, a managing member of Aisling Partners GP, has been an observer on the board of directors of the Issuer since October 17, 2018.

Securities Purchase Agreement

Aisling is party to the Securities Purchase Agreement, dated June 8, 2018, providing for the issuance and sale of the Shares to Aisling.

Registration of Shares

Pursuant to the terms of the Securities Purchase Agreement, Marker is, among other things, obligated to file a resale registration statement with the SEC within 15 days following completion of the Financing, relating to the resale of the Shares (including Shares underlying the Warrants) by Aisling from time to time. Marker is required to bear all expenses in connection with the registration of such Shares pursuant to the terms of the Securities Purchase Agreement.

The Securities Purchase Agreement contains customary cross indemnification provisions, pursuant to which Marker is obligated to indemnify Aisling in the event of material misstatements or omissions in the registration statement attributable to Marker, and Aisling is obligated to indemnify Marker for material misstatements or omissions related to it.

Board Observer Agreement

Pursuant to a Board Observer Agreement, dated as of October 17, 2018, between Marker and Aisling, Aisling was granted the right to designate a board observer, so long as Aisling holds at least 70% of the number of shares of common stock that Aisling purchased in the Financing. Aisling has designated Mr. Elms to serve as such observer.

The foregoing descriptions of the Securities Purchase Agreement and Board Observer Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 1 and 2, respectively, and incorporated herein by reference.

Other than as described in this Schedule 13D, to the best of the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer.

On October 19, 2018, each of the Reporting Persons entered into an agreement (the “Joint Filing Agreement”) in which the parties agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached as Exhibit 3 to this Schedule 13D and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

- Exhibit 1: Securities Purchase Agreement, dated as of June 8, 2018, by and among TapImmune Inc. and Aisling Capital IV, LP., incorporated by reference to Exhibit 10.1 to the Issuer’s Current Report on Form 8-K, filed on June 8, 2018.
- Exhibit 2: Board Observer Agreement, dated as of October 17, 2018, between Marker Therapeutics, Inc. and Aisling Capital IV, LP.
- Exhibit 3: Joint Filing Agreement, dated as of October 19, 2018, as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

SIGNATURE

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.

Date: October 19, 2018

AISLING CAPITAL IV, LP

By: Aisling Capital Partners IV, LP,
As its General Partner

By: Aisling Capital Partners IV LLC,
As its General Partner

By: /s/ Andrew Schiff

Name: Andrew Schiff
Title: Managing Member

AISLING CAPITAL PARTNERS IV, LP

By: Aisling Capital Partners IV LLC,
As its General Partner

By: /s/ Andrew Schiff

Name: Andrew Schiff
Title: Managing Member

AISLING CAPITAL PARTNERS IV LLC

By: /s/ Andrew Schiff

Name: Andrew Schiff
Title: Managing Member

STEVE ELMS

By: /s/ Steve Elms

ANDREW SCHIFF

By: /s/ Andrew Schiff

Attention. Intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001).

EXHIBIT INDEX

- Exhibit 1: Securities Purchase Agreement, dated as of June 8, 2018, by and among TapImmune Inc. and Aisling Capital IV, LP., incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K, filed on June 8, 2018.
- Exhibit 2: Board Observer Agreement, dated as of October 17, 2018, between Marker Therapeutics, Inc. and Aisling Capital IV, LP.
- Exhibit 3: Joint Filing Agreement, dated as of October 19, 2018, as required by Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended.

BOARD OBSERVER AGREEMENT

THIS BOARD OBSERVER AGREEMENT (this "**Agreement**") is made as of October 17, 2018 (the "**Effective Date**"), between MARKER THERAPEUTICS, INC., a Delaware corporation formerly known as TapImmune Inc., a Nevada corporation (the "**Company**"), and AISLING CAPITAL IV, LP (the "**Shareholder**"). Unless otherwise specified herein, all of the capitalized terms used herein are defined in Section 3 hereof.

WHEREAS, effective as of the Effective Date, the Shareholder has purchased 2,000,000 shares of common stock, par value, \$0.001 per share, of the Company ("**Common Stock**") in a private placement of the Company with a group of institutional investors for an aggregate of 17,500,000 shares of Common Stock; and

WHEREAS, the Company has agreed to permit the Shareholder, for so long as the Shareholder Beneficially Owns at least 1,400,000 shares of Common Stock, par value, \$0.001 per share, of the Company (the "**Company Shares**"), to have the right to designate one person as a board observer to the board of directors of the Company (the "**Board**"), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Board Observer.

(a) Subject to the terms and conditions of this Agreement, from and after the Effective Date and until a Termination Event (as defined below) shall have occurred, the Shareholder shall have the right, effective immediately, to designate one person to be appointed as a board observer ("**Board Observer**"). The Shareholder shall exercise these rights, in its sole discretion, from time to time by providing written notice to the Company. Steven A. Elms is hereby designated by the Shareholder to serve as a Board Observer, effective as of the Effective Date.

(b) The Board Observer shall have the right to attend and participate in all meetings of the Board in a non-voting capacity, and the Company shall provide such Board Observer copies of all notices, consents, minutes and other materials, financial or otherwise, which the Company provides to the Board, provided, however, that if the Board Observer does not, upon the written request of the Company, before attending any meetings of the Board, execute and deliver to the Company an agreement to abide by all Company policies applicable to members of the Board and a confidentiality agreement reasonably acceptable to the Company, the Board Observer may be excluded from access to any material or meeting or portion thereof if the Board determines in good faith, upon advice of counsel, that such exclusion is reasonably necessary to protect highly confidential proprietary information of the Company or confidential proprietary information of third parties that the Company is required to hold in confidence, or for other similar reasons. The Shareholder may revoke the designation of any person as the Board Observer at any time upon written notice to the Company after which the Shareholder shall be entitled to designate a replacement Board Observer.

(c) The Board Observer shall serve under the terms of the Board Observer and Indemnification Agreement attached hereto as Exhibit 1 with such changes as may be agreed upon by the Company and the Board Observer.

(d) The Company shall pay the reasonable, documented out-of-pocket expenses incurred by the Board Observer in connection with his or her services provided to or on behalf of the Company, including attending meetings (including committee meetings) or events attended on behalf of the Company at the Company's request.

(e) The Company shall (i) purchase directors' and officers' liability insurance in an amount determined by the Board to be reasonable and customary and (ii) for so long as the Board Observer serves in such capacity, maintain such coverage with respect to the Board Observer.

Section 2. Termination. Notwithstanding anything to the contrary contained herein, upon (i) a Change of Control Transaction, or (ii) the Shareholder (together with its Affiliates and permitted assignees) ceases to Beneficially Own less than 1,400,000 Company Shares ("**Termination Event**"), then this Agreement shall expire and terminate automatically; provided, however, that Sections 1(d), 10 and 11 shall survive the termination of this Agreement.

Section 3. Definitions.

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person.

"**Agreement**" has the meaning set forth in the preamble.

"**Beneficially Own**" has the meaning ascribed to it in Section 13(d) of the Securities Exchange Act of 1934, as amended.

"**Board**" has the meaning set forth in the recitals.

"**Board Observer**" has the meaning set forth in Section 1(a).

"**Business Day**" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks in New York, New York are authorized or required by applicable law to close.

"**Change of Control Transaction**" means a merger, consolidation or other similar transaction or series of transactions to which the Company is a party, regardless of whether the Company is the surviving Person in such transaction, pursuant to which the holders of shares of Common Stock immediately prior to such transaction (including for this purpose the Shares issuable on conversion of notes and exercise of options and warrants) represent less than 50% of the shares of Common Stock outstanding immediately following such transaction.

"**Common Stock**" has the meaning set forth in the recitals.

“**Company Shares**” has the meaning set forth in the recitals.

“**Company**” has the meaning set forth in the preamble.

“**Company Charter**” means the Company’s Certificate of Incorporation, as in effect at the Effective Date, as the same may be amended from time to time.

“**Effective Date**” has the meaning set forth in the preamble.

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“**Shareholder**” has the meaning set forth in the preamble.

“**Termination Event**” has the meaning set forth in Section 3.

“**Transfer**” means any sale, transfer, assignment or other disposition of (whether with or without consideration and whether voluntary or involuntary or by operation of law) of Company Shares.

Section 4. Assignment; Benefit of Parties; Transfer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees for the uses and purposes set forth and referred to herein. Notwithstanding the foregoing, the Company may not assign any of its rights or obligations hereunder without the prior written consent of the Shareholder. Nothing herein contained shall confer or is intended to confer on any third party or entity that is not a party to this Agreement any rights under this Agreement.

Section 5. Remedies. The Company and the Shareholder shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages may not be an adequate remedy for any such breach and that, in addition to other rights and remedies hereunder, the Company and the Shareholder shall be entitled to specific performance and/or injunctive or other equitable relief (without posting a bond or other security) from any court of law or equity of competent jurisdiction in order to enforce or prevent any violation of the provisions of this Agreement.

Section 6. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid, return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Company and the Shareholder at the addresses set forth below. Notices shall be deemed to have been given hereunder when delivered personally, three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service.

(a) If to the Company:

Marker Therapeutics, Inc.
5 W. Forsyth Street, Suite 200
Jacksonville FL 32202
Attention: CEO

with a copy to:

Seyfarth Shaw LLP
700 Milam, Suite 1400
Houston TX 77002
Attention: Paul Pryzant

(b) If to the Shareholder:

Mr. Steven A. Elms, Managing Partner
Aisling Capital IV, LP
888 Seventh Avenue, 12th Floor
New York, NY 10106

Section 7. Adjustments. If, and as often as, there are any changes in the Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization, recapitalization or sale, or by any other means, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations hereunder shall continue with respect to the Company Shares as so changed.

Section 8. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity other than the parties hereto and their respective successors and assigns any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

Section 9. Further Assurances. Each of the parties hereby agrees that it will hereafter execute and deliver any further document, agreement, instruments of assignment, transfer or conveyance as may be necessary or desirable to effectuate the purposes hereof.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, and may be delivered by means of facsimile or electronic transmission in portable document format, each of which shall be deemed to be an original and shall be binding upon the party who executed the same, but all of such counterparts shall constitute the same agreement.

Section 11. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 12. Mutual Waiver of Jury Trial. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THE PARTIES HERETO RELATING TO THIS AGREEMENT SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Section 13. Complete Agreement; Inconsistent Agreements. This Agreement represents the complete agreement between the parties hereto as to all matters covered hereby and supersedes any prior agreements or understandings between the parties.

Section 14. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 15. Amendment and Waiver. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or the Shareholder unless such modification is approved in writing by the Company and the Shareholder. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

[SIGNATURE PAGES FOLLOW]

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

Company:

Marker Therapeutics, Inc. (f/k/a TapImmune Inc.)

By: _____
Peter Hoang, CEO

Signature Page to Board Observer Agreement - Aisling Capital

Shareholder:

Aisling Capital IV, LP

By: _____, as General Partner

By: _____

Name: _____

Title: _____

Signature Page to Board Observer Agreement - Aisling Capital

JOINT FILING AGREEMENT

Each of the undersigned hereby acknowledges and agrees, in compliance with the provisions of Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, that the Schedule 13D to which this Agreement is attached as an Exhibit, and any amendments thereto, will be filed with the Securities and Exchange Commission jointly on behalf of the undersigned. This Agreement may be executed in one or more counterparts.

Date: October 19, 2018

AISLING CAPITAL IV, LP

By: Aisling Capital Partners IV, LP,
As its General Partner

By: Aisling Capital Partners IV LLC,
As its General Partner

By: /s/ Andrew Schiff

Name: Andrew Schiff

Title: Managing Member

AISLING CAPITAL PARTNERS IV, LP

By: Aisling Capital Partners IV LLC,
As its General Partner

By: /s/ Andrew Schiff

Name: Andrew Schiff

Title: Managing Member

AISLING CAPITAL PARTNERS IV LLC

By: /s/ Andrew Schiff

Name: Andrew Schiff

Title: Managing Member

STEVE ELMS

By: /s/ Steve Elms

ANDREW SCHIFF

By: /s/ Andrew Schiff