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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**SCHEDULE 13D**

**UNDER THE SECURITIES EXCHANGE ACT OF 1934**

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**Carbylan Therapeutics, Inc.**

(Name of Issuer)

**Common Stock**

(Title of Class of Securities)

**141384 107**

(CUSIP Number)

**W. STEPHEN HOLMES III  
INTERWEST PARTNERS  
2710 SAND HILL ROAD, SUITE 200  
MENLO PARK, CALIFORNIA 94025  
TELEPHONE: (650) 854-8585**

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

**April 9, 2015**

(Date of Event Which Requires Filing of this Statement)

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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.

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**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.

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\* 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).

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1.	Name of Reporting Persons InterWest Partners IX, L.P.
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  California
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 4,619,195 shares of Common Stock (2)
	8. Shared Voting Power 0
	9. Sole Dispositive Power 4,619,195 shares of Common Stock (2)
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,619,195 shares of Common Stock (2)
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 17.6% (3)
14.	Type of Reporting Person (see instructions)  PN

- (1) This Schedule 13D is filed by InterWest Partners IX, L.P. ("InterWest IX"), InterWest Management Partners IX, LLC ("IMP IX," together with InterWest IX, the "InterWest Entities"), Philip T. Gianos ("Gianos"), W. Stephen Holmes III ("Holmes"), Gilbert H. Kliman ("Kliman"), Arnold L. Oronsky ("Oronsky"), Bruce A. Cleveland ("Cleveland"), Nina Kjellson ("Kjellson"), Khaled A. Nasr ("Nasr"), and Douglas A. Pepper ("Pepper"). Together with the InterWest Entities, Gianos, Holmes, Kliman, Oronsky, Cleveland, Kjellson, Nasr and Pepper are herein collectively referred to as the "Reporting Persons". The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Securities and Exchange Commission (the "Commission") on April 9, 2015.

1.	Name of Reporting Persons InterWest Management Partners IX, LLC
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  California
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 4,619,195 shares of Common Stock (2)
	8. Shared Voting Power 0
	9. Sole Dispositive Power 4,619,195 shares of Common Stock (2)
	10. Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,619,195 shares of Common Stock (2)
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 17.6% (3)
14.	Type of Reporting Person (see instructions)  OO

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Bruce A. Cleveland
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Cleveland owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Philip T. Gianos
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Gianos owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons W. Stephen Holmes III
2.	Check the Appropriate Box if a Member of a Group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions) 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 United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,619,195 shares of Common Stock (2)
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 17.6% (3)
14.	Type of Reporting Person (see instructions) IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Holmes owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Nina S. Kjellson
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power
	8. Shared Voting Power 4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power
	10. Shared Dispositive Power 4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 4,619,195 shares of Common Stock (2)
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 17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Kjellson owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Gilbert H. Kliman
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Kliman owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.



1.	Name of Reporting Persons Khaled A. Nasr
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Nasr owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Arnold L. Oronsky
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Oronsky owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

1.	Name of Reporting Persons Douglas A. Pepper
2.	Check the Appropriate Box if a Member of a Group (see instructions)  (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/> (1)
3.	SEC USE ONLY
4.	Source of Funds (see instructions)  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  United States of America
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power  0
	8. Shared Voting Power  4,619,195 shares of Common Stock (2)
	9. Sole Dispositive Power  0
	10. Shared Dispositive Power  4,619,195 shares of Common Stock (2)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person  4,619,195 shares of Common Stock (2)
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  17.6% (3)
14.	Type of Reporting Person (see instructions)  IN

- (1) This Schedule 13D is filed by the Reporting Persons. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. Pepper owns no securities of the Issuer directly as of the date of this filing.
- (3) This percentage set forth on the cover sheets is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

**Item 1. Security and Issuer.**

This statement on Schedule 13D relates to the common stock, par value \$0.001, (“Common Stock”), of Carbylan Therapeutics, Inc., a Delaware corporation (the “Issuer” or “Carbylan”). The principal executive office of the Issuer is located at 3181 Porter Dr., Palo Alto, CA 94304.

**Item 2. Identity and Background**

- a) The persons and entities filing this statement are InterWest Partners IX, L.P. (“InterWest IX”), InterWest Management Partners IX, LLC (“IMP IX,” together with InterWest IX, the “InterWest Entities”), Philip T. Gianos (“Gianos”), W. Stephen Holmes (“Holmes”), Gilbert H. Kliman (“Kliman”), Arnold L. Oronsky (“Oronsky”), Bruce A. Cleveland (“Cleveland”), Nina Kjellson (“Kjellson”), Khaled A. Nasr (“Nasr”), and Douglas A. Pepper (“Pepper”). Together with the InterWest Entities, Gianos, Holmes, Kliman, Oronsky, Cleveland, Kjellson, Nasr and Pepper are herein collectively referred to as the “Reporting Persons”).
- b) The address of the principal place of business of each of the Reporting Persons is 2710 Sand Hill Road, Suite 200, Menlo Park, California 94025.
- c) The principal business of each of the Reporting Persons is the venture capital investment business.
- d) During the last five years, none of the Reporting Persons nor the Listed Persons (as defined below) has been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).
- e) During the last five years, none of the Reporting Persons nor the Listed 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 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.
- f) The Listed Persons are United States citizens; InterWest IX is a California limited partnership and IMP IX is a California limited liability company.

In accordance with the provisions of General Instruction C to Schedule 13D, information concerning the managers and each other person controlling IMP IX (the “Listed Persons”) required by Item 2 of Schedule 13D is listed on Schedule 1 hereto and is incorporated by reference herein.

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

On April 8, 2015, the Issuer’s Registration Statement on Form S-1 filed with the Securities and Exchange Commission (the “SEC”) in connection with its initial public offering of 13,000,000 shares of Common Stock was declared effective by the SEC. The closing of the offering took place on April 9, 2015, and at such closing IWP IX purchased 810,000 shares of Common Stock at the initial public offering price of \$5.00 per share, for a total purchase price of \$4,050,000. The funds used by IWP IX to acquire the securities described herein were obtained from capital contributions by its partners.

**Item 4. Purpose of Transaction**

IWP IX agreed to purchase the Common Stock for investment purposes with the aim of increasing the value of its investments and the Issuer.

Reza Zadno is a member of the Board of Directors of the Issuer and is also an Executive in Residence of InterWest Venture Management Co., which serves as the investment advisor to IWP IX, but is not a managing director or venture member of IMP IX and is therefore not a beneficial owner of the shares held by IWP IX.

Subject to applicable legal requirements, IWP IX may purchase additional securities of the Issuer from time to time in open market or private transactions, depending on its evaluation of the Issuer’s business, prospects and financial condition, the market for the Issuer’s securities, other developments concerning the Issuer, the reaction of the Issuer to IWP IX’s ownership of the Issuer’s securities, other opportunities available to IWP IX, and general economic, money market and stock market conditions. In addition, depending upon the factors referred to above, IWP IX may dispose of all or a portion of their securities of the Issuer at any time. IWP IX reserves the right to increase or decrease its holdings on such terms and at such times as each may decide.

Other than as described above in this Item 4, IWP IX does not have any plan or proposal relating to or that would result in: (a) the acquisition by any person of additional securities of the Issuer or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) any change in the Board of Directors or management of the Issuer, including any plans or proposals to change the number or terms of directors or to fill any existing vacancies on the Board of Directors of the Issuer; (e) any material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) any changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) a class of securities of the Issuer being delisted from a national securities exchange or ceasing to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (j) any action similar to those enumerated above.

#### Item 5. Interest in Securities of the Issuer

The following information with respect to the ownership of the Common Stock of the Issuer by the Reporting Persons filing this Statement on Schedule 13D is provided as of the date of this filing:

Reporting Persons	Shares Held Directly (1)	Sole Voting Power (1)	Shared Voting Power (1)	Sole Dispositive Power (1)	Shared Dispositive Power (1)	Beneficial Ownership (1)	Percentage of Class (1, 3)
InterWest IX	4,619,195	4,619,195	0	4,619,195	0	4,619,195	17.6%
IMP IX (2)	0	4,619,195	0	4,619,195	0	4,619,195	17.6%
Cleveland (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Gianos (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Holmes (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Kjellson (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Kliman (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Nasr (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Oronsky (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%
Pepper (2)	0	0	4,619,195	0	4,619,195	4,619,195	17.6%

- (1) Represents the number of shares of Common Stock currently underlying all Securities held by the Reporting Persons.
- (2) The shares are owned by InterWest IX. IMP IX serves as the general partner of InterWest IX. Gianos, Holmes, Kliman and Oronsky are Managing Directors of IMP IX, and Cleveland, Kjellson, Nasr and Pepper are Venture Members of IMP IX and share voting and dispositive power over the shares held by InterWest IX, and may be deemed to own beneficially the shares held by InterWest IX. IMP IX, Gianos, Holmes, Kliman, Oronsky, Cleveland, Kjellson, Nasr and Pepper own no securities of the Issuer directly as of the date of this filing.
- (3) This percentage is calculated based on 26,217,107 shares of the Common Stock outstanding as of April 9, 2015, as disclosed in the Issuer's Rule 424(b)(4) prospectus filed with the Commission on April 9, 2015.

#### Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer Amended and Restated Registration Rights Agreement

IWP IX and other stockholders (collectively, the "Holders") of the Issuer have entered into an Amended and Restated Registration Rights Agreement dated December 21, 2012 (the "Registration Rights Agreement") with the Issuer. Subject to the terms of the Registration Rights Agreement, Holders of shares having registration rights ("Registrable Securities") can demand that the Issuer file a registration statement or request that their shares be covered by a registration statement that the Issuer is otherwise filing.

### ***Demand Registration Rights***

At any time beginning 180 days following the closing of this offering, and before December 21, 2017, the Holders of at least 20% of the Registrable Securities, as defined in the Registration Rights Agreement, have the right to make up to three demands that the Issuer file a registration statement under the Securities Act covering Registrable Securities with an aggregate offering price to the public of not less than \$10,000,000, subject to specified exceptions.

### ***Form S-3 Registration Rights***

If the Issuer is eligible to file a registration statement on Form S-3, Holders of Registrable Securities have the right to two demands in any 12-month period that the Issuer file a registration statement on Form S-3 so long as the aggregate amount of securities to be sold under the registration statement on Form S-3 is at least \$1.0 million, subject to specified exceptions, conditions and limitations.

### ***“Piggyback” Registration Rights***

If the Issuer registers any securities for public sale, subject to certain exceptions, Holders of registration rights will have the right to include their shares in the registration statement. The underwriters of any underwritten offering will have the right to limit the number of shares having registration rights to be included in the registration statement, but not below 20% of the total number of shares requested by the Holders to be included in the registration statement, except this offering in which the aggregate amount of Registrable Securities, if any, may be reduced to zero.

### ***Expenses of Registration***

Generally, the Issuer is required to bear all registration and selling expenses incurred in connection with the demand, piggyback and Form S-3 registrations described above, other than underwriting discounts and commissions.

### ***Lock-up Agreement***

IWP IX, along with all of the Issuer’s directors, executive officers, other stockholders and optionholders, have agreed that, pursuant to a lock-up agreement (the “Lock-up Agreement”) subject to certain limited exceptions, they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock or securities convertible into or exchangeable or exercisable for any shares of Common Stock, enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of Common Stock, whether any of these transactions are to be settled by delivery of Common Stock or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Leerink Partners LLC for a period of 180 days after April 8, 2015.

The foregoing description of the terms of the Registration Rights Agreement and the Lock-up Agreement is intended as a summary only and is qualified in its entirety by reference to the Registration Rights Agreement and Form of Lock-up Agreement, which are filed as exhibits to this Schedule 13D and incorporated by reference herein.

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.

### **Item 7. Material to Be Filed as Exhibits**

- A. Agreement regarding filing of joint Schedule 13D.
- B. Amended and Restated Registration Rights Agreement by and among the Issuer and the investors listed on Exhibit A thereto, dated as of December 21, 2012, (incorporated by reference to Exhibit 4.3 of the Issuer’s Registration Statement of Form S-1 (SEC File No. 333-201278), filed with the SEC on March 6, 2015).
- C. Form of Lock-up Agreement

**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.

Date: April 20, 2015

INTERWEST PARTNERS IX, L.P.

By: InterWest Management Partners IX, LLC  
Its: General Partner

By: \_\_\_\_\_ /s/ W. Stephen Holmes III  
W. STEPHEN HOLMES III  
Managing Director

INTERWEST MANAGEMENT PARTNERS IX, LLC

By: \_\_\_\_\_ /s/ W. Stephen Holmes III  
W. STEPHEN HOLMES III  
Managing Director

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Philip T. Gianos

\_\_\_\_\_/s/ W. Stephen Holmes III  
W. Stephen Holmes III

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Gilbert H. Kliman

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Arnold L. Oronsky

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Bruce A. Cleveland

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Nina Kjellson

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Khaled A. Nasr

\_\_\_\_\_/s/ Karen A. Wilson  
Karen A. Wilson, Attorney-in-Fact for Douglas A. Pepper

The original statement shall be signed by each person on whose behalf the statement is filed or his authorized representative. If the statement is signed on behalf of a person by his authorized representative (other than an executive officer or general partner of the filing person), evidence of the representative's authority to sign on behalf of such person shall be filed with the statement: provided, however, that a power of attorney for this purpose which is already on file with the Commission may be incorporated by reference. The name and any title of each person who signs the statement shall be typed or printed beneath his signature.

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

**SCHEDULE I**

**Managers:**

**Philip T. Gianos**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Managing Director of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**W. Stephen Holmes III**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Managing Director of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Gilbert H. Kliman**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Managing Director of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Arnold L. Oronsky**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Managing Director of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Venture Members:**

**Bruce A. Cleveland**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Venture Member of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Nina S. Kjellson**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Venture Member of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Khaled A. Nasr**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Venture Member of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America

**Douglas A. Pepper**

c/o InterWest Partners  
2710 Sand Hill Road, Suite 200  
Menlo Park, California 94025  
Principal Occupation: Venture Member of IMP IX, which serves as the general partner of InterWest IX  
Citizenship: United States of America



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**EXHIBIT INDEX**

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- C. Form of Lock-up Agreement



September 15, 2014

Leerink Partners LLC  
RBC Capital Markets, LLC  
as Representatives of the several Underwriters

c/o Leerink Partners LLC  
299 Park Avenue, 21st  
Floor New York, New York 10176

Re: Proposed Public Offering by Carbylan Therapeutics, Inc.

Ladies and Gentlemen:

The undersigned, a stockholder, officer and/or director of Carbylan Therapeutics, Inc., a Delaware corporation (the "Company"), understands that Leerink Partners LLC ("Leerink") and RBC Capital Markets, LLC propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with the Company providing for the public offering (the "Public Offering") of shares (the "Securities") of the Company's common stock, par value \$0.001 per share (the "Common Stock"). In recognition of the benefit that such an offering will confer upon the undersigned as a stockholder, officer and/or director of the Company, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees with each underwriter to be named in the Underwriting Agreement (collectively, the "Underwriters") that, subject to the exceptions set forth in this letter agreement (this "Agreement"), during the period beginning on the date of the preliminary prospectus used in connection with the road show for the Public Offering and ending on, and including, the date that is 180 days from the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned will not, without the prior written consent of Leerink, directly or indirectly, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of the Company's Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the "Lock-Up Securities"), or, subject to the provisions herein, exercise any right with respect to the registration of any of the Lock-up Securities, or file or cause to be filed any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Lock-Up Securities, whether any such swap or transaction is to be settled by delivery of Common Stock or other securities, in cash or otherwise. If the undersigned is an officer or director of the Company, the undersigned further agrees that the foregoing provisions shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the Public Offering.

If the undersigned is an officer or director of the Company, (1) Leerink agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of shares of the Common Stock, Leerink will notify the Company of the impending release or waiver, and (2) the Company will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by Leerink hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (i) the release or waiver is effected solely to permit a transfer not for consideration and (ii) the transferee has agreed in writing to be bound by the same terms described in this Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Lock-Up Securities without the prior written consent of Leerink, provided that in the case of clauses (i) through (v) below, (1) Leerink receives a signed lock-up agreement on substantially the same terms set forth in this Agreement for the balance of the Lock-Up Period from each donee, trustee, distributee, or transferee, as the case may be, (2) any such transfer shall not involve a disposition for value, (3) only in the case of clauses (i) through (iv) below, such transfers are not required to be reported with the Securities and Exchange Commission on Form 4 in accordance with Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and (4) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers; provided, that, for clause (viii) below, other than in respect of warrants that will expire or automatically exercise by their terms in connection with the Public Offering, (1) such transfers are not required to be reported with the SEC on Form 4 in accordance with Section 16 of the Exchange Act and (2) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers during the Lock-Up Period; provided further, that, for clause (ix) below, any shares of Common Stock received upon such conversion remain subject to the terms of this Agreement; and provided further, that for clause (xi) below, in the event that the tender offer, merger, consolidation or other such transaction is not completed, the Lock-Up Securities owned by the undersigned shall remain subject to the restrictions contained in this Agreement:

- (i) as a bona fide gift or gifts; or
- (ii) to the immediate family of the undersigned or any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin); or
- (iii) if the undersigned is an entity, as a distribution to the limited partners, members, stockholders or other equity holders of the undersigned or as a part of a disposition, transfer or distribution without consideration by the undersigned to its equity holders; or
- (iv) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned; or
- (v) by will or intestate succession upon the death of the undersigned; or
- (vi) by operation of law, including pursuant to a qualified domestic order or in connection with a divorce settlement; or
- (vii) sell or transfer shares of Common Stock to the underwriters in the Public Offering; or

- (viii) transfer Lock-Up Securities to the Company upon a vesting event of the Company's securities or to the Company upon the exercise or conversion of options or warrants to purchase the Company's securities, in each case, on a "cashless" or "net exercise" basis or to cover tax withholding obligations of the undersigned in connection with such vesting or exercise; or
- (ix) convert shares of preferred stock of the Company into shares of Common Stock of the Company; or
- (x) transfer Lock-Up Securities to the Company pursuant to agreements under which the Company has the option to repurchase such Lock-Up Securities or the Company has a right of first refusal with respect to transfers of such Lock-Up Securities; or
- (xi) transfer Lock-Up Securities pursuant to a bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of Lock-Up Securities involving a change of control of the Company.

Furthermore, during the Lock-Up Period, the undersigned may (a) sell shares of Common Stock of the Company purchased by the undersigned on the open market following the Public Offering if and only if (i) such sales are not required during the Lock-Up Period to be reported in any press release or public report or filing with the Securities and Exchange Commission, or otherwise and (ii) the undersigned does not otherwise voluntarily effect any press release, public filing or report regarding such sales during the Lock-Up Period and (b) exercise any rights to purchase, exchange or convert any stock options granted pursuant to the Company's equity incentive plans existing as of the date of the Underwriting Agreement or warrants or any other securities existing as of the date of the Underwriting Agreement, which securities are convertible into or exchangeable or exercisable for Common Stock, if and only if (but subject to clause (viii), including the proviso related to such clause, in the immediately preceding paragraph) the shares of Common Stock received upon such exercise, purchase, exchange or conversion shall remain subject to the terms of this Agreement.

In addition, the restrictions on transfer and disposition of the Lock-Up Securities during the Lock-Up Period shall not apply to the repurchase of Lock-Up Securities by the Company in connection with the termination of the undersigned's employment or other service with the Company.

Notwithstanding anything herein to the contrary, nothing herein shall prevent the undersigned from establishing a 10b5-1 trading plan that complies with Rule 10b5-1 under the Exchange Act ("10b5-1 Trading Plan") or from amending an existing 10b5-1 Trading Plan so long as there are no sales of Lock-Up Securities under such plans during the Lock-Up Period; and provided that the establishment of a 10b5-1 Trading Plan or the amendment of a 10b5-1 Trading Plan, in either case, providing for sales of Lock-Up Securities shall only be permitted if (i) the establishment or amendment of such plan is not required to be reported in any public report or filing with the Securities and Exchange Commission, or otherwise and (ii) the undersigned does not otherwise voluntarily effect any public filing or report regarding the establishment or amendment of such plan.

In the event that Leerink releases, in full or in part, any officer, director or equity holder of the Company (a "Stockholder") from the restrictions of any lock-up agreement signed by such Stockholder with the Underwriters (a "Triggering Release"), then the undersigned shall be released in the same manner from the restrictions of this Agreement (i.e., in an amount equal to the same percentage of the shares of Common Stock being released in the Triggering Release relative to the undersigned's ownership of Common Stock at the time of the request of the Triggering Release); provided that (i) in order to request a Triggering Release, the Stockholder requesting the Triggering Release must make a request in writing to the Company setting forth the number of shares of Common Stock to be released; and (ii) the Company must (x) make a request in writing to Leerink setting forth for the Stockholder requesting the Triggering Release the number of shares of Common Stock for which such Stockholder is requesting a release and the number of shares of Common Stock that would be released for each other Stockholder as a result of the Triggering Release and (y) provide to Leerink the total number of shares of Common Stock outstanding as of the date of the request of such Triggering Release and certify in writing to the Underwriters that such number is true and accurate. In the event of a Triggering Release, the Company will use commercially reasonable efforts to notify the other Stockholders of the Triggering Release within three business days. If the Company fails to notify the undersigned within three business days of the Triggering Release, the failure to give such notice shall not give rise to any claim or liability against Leerink, or the Underwriters.

Notwithstanding the foregoing, no release by Leerink of any shares of Common Stock will constitute a Triggering Release (i) if the aggregate of such releases granted to any individual Stockholder requesting a release does not exceed an aggregate amount of \$500,000 of shares of Common Stock during the Lock-Up Period (such value to be calculated using the closing or last reported sale price of the Common Stock on the date of each such release) (for the avoidance of doubt, all affiliates of the undersigned that are party to a lock-up agreement similar to this Agreement for the benefit of the Underwriters in connection with the proposed Underwriting Agreement shall be treated for this purpose, together with the undersigned, as a single Stockholder); or (ii) if the release, in full or in part, of any shares of Common Stock from the restrictions of this Agreement is in connection with an underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of Common Stock during the Lock-Up Period (the "Underwritten Sale") and then the shares of Common Stock held by the undersigned shall be released only if the undersigned enters into a new lock-up agreement with the underwriters of such Underwritten Sale with respect to the shares of Common Stock that are not being released, upon the terms and conditions reasonably satisfactory to the underwriters of such Underwritten Sale but with restrictions that will be no more restrictive than those set forth herein and only to the extent that the undersigned agrees to participate as a selling stockholder in the Underwritten Sale and to sell any of the shares of Common Stock released from the restrictions of this Agreement in such Underwritten Sale; provided that, with respect to clause (ii) of this paragraph, the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the Lock-Up Securities or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of Common Stock, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the Lock-Up Securities except in compliance with the foregoing restrictions. This Agreement shall automatically terminate, and the undersigned shall be released from its obligations hereunder, upon the earliest to occur, if any, of (i) prior to the execution of the Underwriting Agreement, the Company advises Leerink in writing that it has determined not to proceed with the Public Offering, (ii) the Company files an application to withdraw the registration statement related to the Public Offering, (iii) the Underwriting Agreement is executed but is terminated prior to the closing of the Public Offering (other than the provisions thereof which survive termination), or (iv) July 31, 2015, in the event that the Underwriting Agreement has not been executed by such date.

The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Agreement.

\* \* \*

**INTERWEST PARTNERS IX, LP**

By: InterWest Management Partners IX, LLC,  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Lock-Up Agreement]