SEC Form 4	

FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).
Instruction I(D).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL								
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transaction was contract, instru for the purchas securities of the intended to sat	isfy the affirmativ ions of Rule 10b5	to a lan y e		
1. Name and Addr <u>Kjellson Nin</u> (Last) C/O TYRA BI	na S (First) OSCIENCES	(Middle)	2. Issuer Name and Ticker or Trading Symbol <u>Tyra Biosciences, Inc.</u> [TYRA] 3. Date of Earliest Transaction (Month/Day/Year) 10/30/2024	5. Relationship of Reporting Person(s) to Issuer (Check all applicable) Image: Check all applicable Image: Check all applicable <t< td=""></t<>
2656 STATE S (Street) CARLSBAD (City)	CA (State)	92008 (Zip)	4. If Amendment, Date of Original Filed (Month/Day/Year)	 6. Individual or Joint/Group Filing (Check Applicable Line) Form filed by One Reporting Person Form filed by More than One Reporting Person
		Table I - Non-De	rivative Securities Acquired. Disposed of. or Ben	eficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Disposed O	s Acquire f (D) (Ins	ed (A) or tr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	v	Amount	(A) or (D)	Price	Reported Transaction(s) (Instr. 3 and 4)		
Common Stock	10/30/2024		S		9,889	D	\$16.169 ⁽¹⁾	3,926,706	I	By Canaan XI L.P. ⁽²⁾
Common Stock	10/30/2024		S		1,189	D	\$16.169 ⁽¹⁾	472,207	I	By 2020+ Co- Investment L.P Series 7 ⁽³⁾
Common Stock	10/31/2024		s		89,390	D	\$ 16.4596 ⁽⁴⁾	3,837,316	I	By Canaan XI L.P. ⁽²⁾
Common Stock	10/31/2024		S		10,750	D	\$ 16.4596 ⁽⁴⁾	461,457	I	By 2020+ Co- Investment L.P Series 7 ⁽³⁾
Common Stock	11/01/2024		S		23,938	D	\$ 16.5444 ⁽⁵⁾	3,813,378	I	By Canaan XI L.P. ⁽²⁾
Commmon Stock	11/01/2024		S		604	D	\$17.1594 ⁽⁶⁾	3,812,774	I	By Canaan XI L.P. ⁽²⁾
Common Stock	11/01/2024		S		2,878	D	\$ 16.5444 ⁽⁵⁾	458,579	I	By 2020+ Co- Investment L.P Series 7 ⁽³⁾
Common Stock	11/01/2024		S		73	D	\$17.1594 ⁽⁶⁾	458,506	I	By 2020+ Co- Investment L.P Series 7 ⁽³⁾

1. Title of Derivative 6. Date Exercisable and Expiration Date (Month/Day/Year) 4. Transaction Code (Instr. 8) 3. Transaction Date 3A. Deemed 5. Number 7. Title and 8. Price of 9. Number of 11. Nature 10. 2. Conversion Ownership of Indirect Beneficial Ownership Execution Date, of Amount of Derivative derivative Security (Instr. 3) or Exercise Price of if any (Month/Day/Year) Derivative Securities Securities Underlying Security (Instr. 5) Securities Beneficially Form: Direct (D) (Month/Day/Year) Acquired (A) or Disposed of (D) (Instr. 3, 4 Owned Following Reported Transaction(s) (Instr. 4) or Indirect (I) (Instr. 4) Derivative Derivative (Instr. 4) Security (Instr. 3 and 4) Security and 5)

		Tal	ole II - Derivat (e.g., pu					options,	convertit	e se	l or		d		
1. Title of	2.	3. Transaction	3A. Deemed	C.ode		(6A)Nu	m(D)¢r	Date ExDatis Ebler		7itTët	leSainaaires	8. Price of	9. Number of	10.	11. Nature
Esplantatio (Instr. 3) 1. The price	Price of reported in Col	(%tonth/Day/Year) umn 4 is a weighted a	Execution Date, if any (Month/Day/Year) average price. The sh aff of the Securities a	Transa Code (8) ares wer ad Exch	Instr.	Deriv Secul Acqu	rities ple fra	(Month/Day/ nsactions at pr	Year) ices ranging fi	Secu Unde	rlying \$16.0	Derivative Security (Instr. 5) 50. The Report ber of shares s	Securities Beneficially rting Person under	Form: Direct (D) takes to provi or indirect ate price with	of Indirect Beneficial Ownership (Instr. 4) the range.
 The sole g shares held b The sole g sole voting, i except to the 	by Canaan XI. C eneral partner of investment and extent of its pe	of Canaan XI L.P. ("C Canaan XI GP disclai of Canaan 2020+ Co- dispositive power wi ecuniary interest there	Canaan XI") is Canaai ms Section 16 benefit Investment L.P Ser th respect to the share in, if any.	n Partne cial own ies 7 (th es held b	rs XI LI tership c e "Cana by Cana	L Dispa of Qfi(D) (Instr. an Serie an Serie	sed n : curitie 3, 4 (es 7") es 7. C	XI GP"), whic es held by Can is Canaan Par Canaan 2020+	h may be deer aan XI, excep tners 2020+ C GP disclaims S	ne d ant t to the o-Inves Section	able sole vo extent of its tment LLC 16 beneficia	ting, investme pecuniary int ("Canaan 202 al ownership o	er Reported ositive te Transaction(s) (Instr. 4) 0+ GP"), which n of the securities he	e power with r ny. nay be deemed eld by Canaan	to have Series 7,
5. The price i	reported in Col	of the Issuer, or the sta umn 4 is a weighted a	average price. The sh aff of the Securities a average price. The sh aff of the Securities a	nd Exch ares wer	ange Co e sold i	ommiss n multi	ple tra	pon request, fu n State ons at pr	Il information	regardi	n sNumber 5.1 0f to \$17.0	ber of shares s 08. The Report	sold at each separa rting Person under	te price within takes to provi	n the range. de to the
			average price. The sh aff of the Securities a												

Remarks:

Exhibit 24.2 Power of Attorney

/s/ Janine MacDonald,

Attorney-in-Fact for Nina S. 11/01/2024

<u>Kjellson</u>

** Signature of Reporting Person Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 4 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

2024 POWER OF ATTORNEY

1. Appointment, Powers and Revocation. KNOW ALL MEN BY THESE PRESENTS, that each undersigned, and if such undersigned is not a natural person, acting by and through one of its authorized representatives (each such undersigned person or entity, a "Grantor"), effective from the date set forth opposite the name of such Grantor on the signature pages hereto (such date, for each Grantor, is hereinafter referred to as such Grantor's "Effective Date"), hereby constitutes and appoints each of the employees, partners or managers of Canaan Management LLC (together with its subsidiaries and affiliates, "Canaan Partners") listed on Schedule A attached hereto, which schedule may be amended from time to time by the Chief Financial Officer or Chief Operating Officer of Canaan Partners to remove any such employee, manager or partner or to add any new employee, partner or manager of Canaan Partners (each such employee, partner or manager, an "Attorney-In-Fact") as the Grantor's true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for the Grantor and in the Grantor's place and stead, in any and all capacities to: (a) sign any and all instruments, certificates and documents required to be executed on behalf of the Grantor as an individual (if applicable) or in the Grantor's capacity as a general partner, manager, member, managing member or authorized signatory, as the case may be, on behalf of any of the following (i) Canaan Partners, (ii) any of the funds or accounts managed, advised or sponsored by Canaan Partners (the "Canaan Funds") and (iii) any of the entities formed to act as the direct or indirect general partner, manager, managing member or equivalent of such funds or accounts (the "Canaan General Partners", together with Canaan Partners and the Canaan Funds collectively, the "Canaan Entities"), in each case, pursuant to the Securities Act of 1933, as amended, (the "Securities Act"), and any and all rules and regulations promulgated thereunder (including, without limitation, filings pursuant to Rule 144 (Form 144)) or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any and all rules and regulations promulgated thereunder (including, without limitation, filings pursuant to Section 16 (Forms 3, 4 and 5) and Section 13 (Schedule 13D, Schedule 13G, Form 13F and Form 13H) of the Exchange Act); and (b) file the same, with all exhibits thereto, and any other documents in connection therewith, with the Securities and Exchange Commission, and with any other entity when and if such is mandated by the Securities Act, the Exchange Act or by the Financial Industry Regulatory Authority, granting unto such Attorney-In-Fact full power and authority to do and perform each and every act and thing requisite and necessary fully to all intents and purposes as the Grantor might or could do in person thereby, and ratifying and confirming all that such Attorney-In-Fact, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof, or may have done in connection with the matters described above. By this power of attorney, each Grantor hereby revokes all previous powers of attorney granted by him, her or it to any Attorney-In-Fact or any other employee, representative or agent of Canaan Partners relating to the matters described above.

2. Effective Date and Termination. This power of attorney shall be effective as to each Grantor as of such Grantor's Effective Date and shall remain in full force and effect with respect to each Grantor and each Attorney-In-Fact until:

(a) in the case of any Grantor that is an individual, the earlier of the date on which this power of attorney is revoked in writing by such Grantor solely as it relates to himself or herself and such Grantor's Termination Date (as defined below);

(b) in the case of any Grantor that is an entity, the earlier of the date on which this power of attorney is revoked in writing by such Grantor solely as it relates to itself and the filing by such entity of a certificate of cancellation or notice of dissolution with the jurisdiction in which it was organized evidencing such entity's complete dissolution and termination under the laws of such jurisdiction; and

(c) in the case of any Attorney-In-Fact, the earlier of the date on which such person is no longer listed on Schedule A attached hereto as an "Attorney-In-Fact" or such Attorney-In-Fact's Termination Date.

For purposes of the foregoing, "Termination Date" means (i) with respect to any Grantor or Attorney-In- Fact that is a member or manager of any Canaan General Partner, the date on which such Grantor becomes a "retired member" of any Canaan General Partner or, if later, the date on which his, her or its employment with Canaan Partners terminates for any reason and (ii) with respect to any other Grantor or Attorney-In-Fact, the date on which his, her or its employment with Canaan Partners terminates for any reason.

3. Miscellaneous. Each of the Grantors may execute this power of attorney in separate counterparts, and each counterpart shall be deemed to be an original instrument. This Agreement shall be governed by the laws of the State of Delaware, without regard for choice-of-law provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Power of Attorney has been signed as of the respective dates set forth below.

Dated: October 29, 2024

/s/ Nina Kjellson

Nina Kjellson

Schedule A

John J. Pacifico III

Guy M. Russo

Nancy Levenson

Janine MacDonald