As filed with the Securities and Exchange Commission on September 4, 2026
Registration No. ________________

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ELEDON PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**20-1000967**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

19800 MacArthur Blvd., Suite 250
Irvine, California 92612
(Address, including zip code, of Principal Executive Offices)

Eledon Pharmaceuticals, Inc. 2020 Long Term Incentive Plan
Stock Option Agreement (Inducement Grant)
(Full title of the plan)

David-Alexandre C. Gros, M.D.
Chief Executive Officer
Eledon Pharmaceuticals, Inc.
19800 MacArthur Blvd., Suite 250
Irvine, California 92612
(949) 238-8090
(Name, address and telephone number, including area code, of agent for service)

COPY TO:

Shelly Heyduk, Esq.
O'Melveny & Myers LLP
610 Newport Center Drive, Suite 1700
Newport Beach, California 92660

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

PART I

INFORMATION REQUIRED IN THE
SECTION 10(a) PROSPECTUS

The document(s) containing the information specified in Part I of Form S-8 will be sent or given to participants as specified by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended (the "Securities Act").

PART II

INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of Eledon Pharmaceuticals, Inc. (the “Company” or “Registrant”) filed with the Securities and Exchange Commission (the “Commission”) are incorporated herein by reference:

(a) The Company’s Registration Statements on Form S-8, filed with the Commission on April 12, 2021 and August 11, 2023 (Commission File Nos. 333-255173 and 333-273900, respectively);

(b) The Company’s Annual Report on Form 10-K for its fiscal year ended December 31, 2025, filed with the Commission on March 19, 2026 (Commission File No. 001-36620);

(c) The portions of the Company’s Definitive Proxy Statement on Schedule 14A, filed with the Commission on April 30, 2026, that are incorporated by reference in Part III of the Company’s Annual Report on Form 10-K for its fiscal year ended December 31, 2025 (Commission File No. 001-36620);

(d) The Company’s Quarterly Reports on Form 10-Q for its fiscal quarters ended March 31, 2026 and June 30, 2026, filed with the Commission on May 13, 2026 and August 13, 2026, respectively (each, Commission File No. 001-36620);

(e) The Company’s Current Reports on Form 8-K, filed with the Commission on January 2, 2026 and June 22, 2026 (each, Commission File No. 001-36620); and

(f) The description of the Company’s common stock, par value $0.001 per share (the “Common Stock”), contained in Exhibit 4.8 to the Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the Commission on March 19, 2026 (each, Commission File No. 001-36620), as well as any subsequent amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with Commission rules shall not be deemed incorporated by reference into this Registration Statement. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel

The validity of the issuance of Common Stock registered hereby is passed on for the Company by Bryan Smith. Mr. Smith is the General Counsel, Corporate Secretary, and Chief Compliance Officer of the Company and is compensated by the Company as an employee. Mr. Smith owns 0 shares of Common Stock, Company stock options to acquire up to an additional 1,479,000 shares of Common Stock and 64,500 restricted stock units that, when vested, will be delivered in the form of shares of Common Stock of the Company. Mr. Smith is eligible to receive stock awards by the Company under the 2020 Long Term Incentive Plan.

Item 6. Indemnification of Directors and Officers.

The Company's certificate of incorporation provides for the elimination of personal monetary liability of directors and officers of the Company to the fullest extent permissible under Delaware law. Delaware law does not permit the elimination or limitation of director monetary liability for: (i) breaches of the director's duty of loyalty to the corporation or its stockholders; (ii) acts or omissions not in good faith or involving intentional misconduct or knowing violations of law; (iii) for a director, the willful or negligent payment of unlawful dividends or unlawful stock repurchases or redemptions; (iv) transactions in which the director received an improper personal benefit; or (v) for an officer, in any action by or in the right of the corporation.

Section 145 of the Delaware General Corporation Law (the "DGCL") permits a Delaware corporation to indemnify, on certain terms and conditions, any person who was or is a party or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action. The certificate of incorporation and by-laws of the Company require the Company to indemnify the Company's directors and officers to the fullest extent permitted under Delaware law.

Section 102(b)(7) of the DGCL provides that a corporation may in its certificate of incorporation eliminate or limit the personal liability of a director or officer to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer except for liability: (i) for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions by a director or officer not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for a director under Section 174 of the DGCL (pertaining to certain prohibited acts including unlawful payment of dividends or unlawful purchase or redemption of the corporation's capital stock); (iv) for any transaction from which the director or officer derived an improper personal benefit; or (v) for an officer in any action by or in the right of the corporation. The Company's certificate of incorporation eliminates such personal liability of its directors and officers under such terms.

The Company's certificate of incorporation also requires the Company to provide exculpation to the following senior corporate officers: (i) the Company's president, chief executive officer, chief operating officer, chief financial officer, chief legal officer, controller, treasurer or chief accounting officer, (ii) "named executive officers" identified in the Company's SEC filings, and (iii) other individuals who, by written agreement with the Company, have consented to be identified as an officer for purposes of Delaware's long-arm jurisdiction statute, in each case who were serving in such position at the time of an act or omission as to which liability is asserted.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, the Company has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index at page 7, which is incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 above, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
4.1	Eledon Pharmaceuticals, Inc. 2020 Long Term Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K, filed with the Commission on March 19, 2026 (Commission File No. 001-36620) and incorporated herein by this reference).
4.2	Stock Option Agreement (Inducement Grant). Filed herewith.
5	Opinion of Bryan Smith, General Counsel Corporate Secretary, and Chief Compliance Officer of the Registrant (opinion re legality).
23.1	Consent of Deloitte & Touche LLP (consent of independent auditors).
23.2	Consent of Crowe LLP (consent of independent auditors).
23.3	Consent of Counsel (included in Exhibit 5).
24	Power of Attorney (included in this Registration Statement under "Signatures").
107	Filing Fee Table

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Form S-8 Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on September 4, 2026.

ELEDON PHARMACEUTICALS, INC.

By: /s/ David-Alexandre C. Gros, M.D.
David-Alexandre C. Gros, M.D.
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David-Alexandre C. Gros, M.D. and Paul Little, and each of them, acting individually and without the other, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place, and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments, exhibits thereto and other documents in connection therewith) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them individually, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ David-Alexandre C. Gros, M.D. David-Alexandre C. Gros, M.D.	Chief Executive Officer and Director (Principal Executive Officer)	September 4, 2026
/s/ Paul Little Paul Little	Chief Financial Officer (Principal Financial and Accounting Officer)	September 4, 2026

Signature	Title	Date
/s/ Keith A. Katkin Keith A. Katkin	Director	September 4, 2026
/s/ Jan Hillson, M.D. Jan Hillson, M.D.	Director	September 4, 2026
/s/ Allan Kirk, M.D., Ph.D. Allan Kirk, M.D., Ph.D.	Director	September 4, 2026
/s/ June Lee, M.D. June Lee, M.D.	Director	September 4, 2026
/s/ John S. McBride John S. McBride	Director	September 4, 2026
/s/ Steven Perrin, Ph.D. Steven Perrin, Ph.D.	Director	September 4, 2026
/s/ James Robinson James Robinson	Director	September 4, 2026

ELEDON PHARMACEUTICALS, INC.

NON-QUALIFIED STOCK OPTION INDUCEMENT AWARD AGREEMENT

1) **GRANT OF OPTION**.

A) This agreement evidences the grant by **ELEDON PHARMACEUTICALS, INC**., a Delaware corporation (the "**Company**"), on [ ] (the "**Grant Date**") to [ ], an employee of the Company (the "**Participant**"), and is made in connection with Participant's entry into that certain employment agreement with the Company dated as of [ ] (the "**Employment Agreement**") and is an inducement material to the Participant's entry into employment within the meaning of Rule 5635(c)(4) of the NASDAQ Listing Rules.

B) If and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions and provisions of any employment, consulting or similar services agreement (including the Employment Agreement) between the Participant and the Company as may be in effect (the "**Service Agreement**"), the Service Agreement shall control, and this Agreement shall be deemed to be modified accordingly.

C) Although this Option is an inducement award made outside of the Company's 2020 Long Term Incentive Plan (the "**Plan**"), it shall be subject to terms of the Plan in all respects as if granted under the Plan, which are incorporated into this Agreement by this reference, and which shall control in the event of any conflict with the terms and conditions hereof, provided that the Service Agreement shall control over any conflicting provision of the Plan.

2) **GRANT OF OPTIONS.**

A) The Company, on the Grant Date, granted to Participant, subject to the terms and conditions herein set forth, the right and option to purchase from the Company all or any part of an aggregate of [ ] shares of common stock of the Company, par value $0.001 per share (the "**Common Stock**") at the option price of $[ ] per share, being not less than the closing price of a share of our Common Stock on the NASDAQ on the Grant Date (the "**Option**"). This Option is intended to be a nonqualified stock option and not an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"). Unless earlier terminated, this Option shall expire at 5:00 p.m., Pacific Time, on [ ] (the "**Final Exercise Date**"). This Option is exercisable as hereinafter provided.

B) In addition to this Agreement, and although this Option is an inducement grant made outside of the Plan, it shall be subject to terms of the Plan, which are incorporated into this Agreement by this reference, and which shall control in the event of any conflict with the terms and conditions hereof. For the avoidance of doubt, the shares of Common Stock issuable hereunder shall not reduce or have any effect on the number of shares of Common Stock that may be issued under the Plan. The Service Agreement, this Agreement and the Plan constitute the entire understanding between the Participant and the Company regarding this Option. Any prior agreements, commitments or negotiations concerning this Option are superseded.

3) **VESTING SCHEDULE**.

A) This Option shall vest and become exercisable with respect to 1/4th of the underlying shares on the first anniversary of the grant date, and thereafter with respect to 1/48th of the underlying shares monthly for 36 months, such that the options shall be fully vested and exercisable on the fourth anniversary of the grant date (subject to the Participant's continued service as an Eligible Participant as of each applicable vesting date).

B) Notwithstanding anything herein to the contrary, if, upon the consummation of a Change in Control (as defined in the Plan) or during a period of ninety-days prior to the Change in Control or one-year period thereafter, the Participant's employment with the Company is terminated by the Company without "Cause" or by the Participant for "Good Reason" (in each case as defined below), then this Option shall automatically vest with respect to all of the Shares not already vested and shall become vested and exercisable in full.

4) **EXERCISE OF OPTION**.

A) **Form of Exercise**. Each election to exercise this Option shall be done electronically through the Company's equity plan administrator's website or in writing, in the form of the Stock Option Exercise Notice attached as Annex A, signed by the Participant, and received by the Company at its principal office, together with payment in full in the manner provided in the Plan.

B) **Continuous Relationship with the Company Required**. Except as otherwise provided in this Section 3, this Option may not be exercised unless the Participant, at the time he or she exercises this Option, is, and has been at all times since the Grant Date, an employee, director or officer of, or consultant or advisor to, the Company or any other entity the employees, officers, directors, consultants, or advisors of which are eligible to receive option grants under the Plan (an "**Eligible Participant**").

C) **Termination of Relationship with the Company**. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (D) and (E) below, the right to exercise this Option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this Option shall be exercisable only to the extent that the Participant was entitled to exercise this Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this Option shall terminate immediately upon such violation.

D) **Exercise Period Upon Death or Disability**. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "Cause" as specified in paragraph (E) below, this Option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this Option shall be exercisable only to the extent that this Option was exercisable by the Participant on the date of his or her death or disability, and further provided that this Option shall not be exercisable after the Final Exercise Date.

E) **Termination for Cause**. If, prior to the Final Exercise Date, the Participant's employment is terminated by the Company for Cause, the right to exercise this Option shall terminate immediately upon the effective date of such termination of employment.

5) **TAX MATTERS**.

A) **Withholding**. No Shares will be issued pursuant to the exercise of this Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this Option.

B) **Disqualifying Disposition**. If the Participant disposes of Shares acquired upon exercise of this Option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this Option, the Participant shall notify the Company in writing of such disposition.

6) **DEFINITIONS**.

A) For the purposes of this Option:

i) "**Cause**" shall have the meaning set forth in any employment or other agreement between the Participant and the Company or, in the absence of such an agreement, shall mean that, in the good faith determination of the Company, the Participant has: (a) committed gross negligence or willful malfeasance in the performance of the Participant's work or duties; (b) committed a breach of fiduciary duty or a breach of any non-competition, non-solicitation or confidentiality obligations to the Company; (c) failed to follow the proper directions of the Participant's direct or indirect supervisor after written notice of such failure; (d) been convicted of, or pleaded "guilty" or "no contest" to, any misdemeanor relating to the affairs of the Company or any felony; (e) disregarded the material rules or material policies of the Company which has not been cured within 15 days after notice thereof from the Company; or (f) engaged in intentional acts that have generated material adverse publicity toward or about the Company.

ii) "**Good Reason**" shall have the meaning set forth in any employment or other agreement between the Participant and the Company or, in the absence of such an agreement, shall mean any action on the part of the Company or a successor in interest not consented to by the Participant in writing having the following effect or effects: (a) a material diminution in the Participant's duties, authority or responsibilities from and after the Change in Control; (b) a material reduction in the Participant's base salary from and after the Change in Control, other than a reduction comparable to reductions generally applicable to similarly situated persons; or (c) the Company's requiring the Participant's ongoing and regular services to be performed at a location more than fifty (50) miles from the geographic location at which the Participant was providing services before such requirement. Notwithstanding the occurrence of any such event or circumstance, such occurrence shall not be deemed to constitute Good Reason unless (1) the Participant gives the Company's Chief Executive Officer (or the Chief Executive Officer of the Company's successor in interest, if applicable) written notice specifying that such event or circumstance will give rise to a right of termination no more than thirty (30) days after the initial existence of such event or circumstance, (2) such event or circumstance shall not have been cured within thirty (30) days following such written notice from the Participant and (3) the Participant terminates the Participant's employment within forty-five (45) days after the end of the 30-day cure period and prior to such event or circumstance having been cured.

iii) Except as otherwise indicated by the context, the term "Participant", as used in this Option, shall be deemed to include any person who acquires the right to exercise this Option validly under its terms.

[Signature pages follow.]

IN WITNESS WHEREOF, the Company has caused this Option to be executed by its duly authorized officer.

ELEDON PHARMACEUTICALS, INC.

By: ______________________________
Name: David-Alexandre C. Gros, MD
Title: Chief Executive Officer

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Plan.

PARTICIPANT:

____
Signature of Participant

____
Grant Acceptance Date

____
Print Name of Participant

ANNEX A

ELEDON PHARMACEUTICALS, INC.

STOCK OPTION EXERCISE NOTICE

Eledon Pharmaceuticals, Inc.
19800 MacArthur Blvd., Suite 250
Irvine, California 92612 USA

Dear Sir or Madam:

I, ___________________________ (the "**Participant**"), hereby irrevocably exercise the right to purchase ________ shares of the Common Stock, $0.001 par value per share (the "**Shares**"), of **ELEDON PHARMACEUTICALS, INC.** (the "**Company**") at $________ per share pursuant to the Company's 2020 Stock Incentive Plan and a stock option agreement with the Company dated __________________ (the "**Option Agreement**"). Enclosed herewith is a payment of $_____________, the aggregate purchase price for the Shares. The certificate for the Shares should be registered in my name as it appears below or, if so indicated below, jointly in my name and the name of the person designated below, with right of survivorship.

Dated: ____

____
Signature of Participant

____
Print Name of Participant

Address: ____

____

____

Name and address of persons in whose name the Shares are to be jointly registered (if applicable):

____

____

____

____

September 4, 2026

Eledon Pharmaceuticals, Inc.
19800 MacArthur Blvd., Suite 250
Irvine, California 92612

Re: ***Registration of Securities of Eledon Pharmaceuticals, Inc.***

Ladies and Gentlemen:

In connection with the registration of up to 4,421,000 shares of Common Stock of Eledon Pharmaceuticals, Inc., a Delaware corporation (the "Company"), par value $0.001 per share (the "Shares"), under the Securities Act of 1933, as amended, pursuant to a Registration Statement on Form S-8 (the "Registration Statement"), filed with the Securities and Exchange Commission on or about the date hereof, such Shares to be issued or delivered pursuant to a stock option award granted under the Company's Stock Option Agreement (Inducement Grant) (the "Inducement Agreement") and awards to be issued and delivered pursuant to the Eledon Pharmaceuticals, Inc. 2020 Long Term Incentive Plan, as amended and restated (the "Plan"), you have requested my opinion set forth below.

In my capacity as counsel, I have examined originals or copies of those corporate and other records of the Company I considered appropriate.

On the basis of such examination and my consideration of those questions of law I considered relevant, and subject to the limitations and qualifications in this opinion, I am of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company and, when issued in accordance with such authorization, the provisions of the Inducement Agreement, the Plan and relevant agreements duly authorized by and in accordance with the terms of the Plan, and upon payment for and delivery of the Shares as contemplated in accordance with the Inducement Agreement and the Plan (as applicable), and either (a) the countersigning of the certificate or certificates representing the Shares by a duly authorized signatory of the registrar for the Company's Common Stock, or (b) the book-entry of the Shares by the transfer agent for the Company's Common Stock in the name of The Depository Trust Company or its nominee, the Shares will be validly issued, fully paid and non-assessable.

I consent to your filing this opinion as an exhibit to the Registration Statement.

Respectfully submitted,

/s/ Bryan Smith
Bryan Smith

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 19, 2026 relating to the financial statements of Eledon Pharmaceuticals, Inc., appearing in the Annual Report on Form 10-K of Eledon Pharmaceuticals, Inc. for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP
Costa Mesa, CA
September 4, 2026

EXHIBIT 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of Eledon Pharmaceuticals, Inc. of our report dated March 20, 2025 (except for Note 9, as to which the date is August 14, 2025) relating to the consolidated balance sheet of Eledon Pharmaceuticals, Inc. as of December 31, 2024 and the consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' equity, and cash flows for the year then ended, appearing in the Annual Report on Form 10-K of Eledon Pharmaceuticals, Inc. for the year ended December 31, 2025.

/s/ Crowe LLP
Los Angeles, California
September 4, 2026

Calculation of Filing Fee Tables

S-8

Eledon Pharmaceuticals, Inc.

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock, par value of $0.001 per share, issuable pursuant to the Registrant's 2020 Long Term Incentive Plan	Other	3,500,000	$ 2.96	$ 10,360,000.00	0.0001381	$ 1,430.72
2	Equity	Common Stock, par value of $0.001 per share, issuable pursuant to the Registrant's Stock Option Agreement (Inducement Grant)	Other	921,000	$ 1.14	$ 1,049,940.00	0.0001381	$ 145.00
				Total Offering Amounts:		$ 11,409,940.00		$ 1,575.72
				Total Fee Offsets:				$ 0.00
				Net Fee Due:				$ 1,575.72

Offering Note

1 This Registration Statement covers, in addition to the number of shares of Eledon Pharmaceuticals, Inc., a Delaware corporation (the "Company" or the "Registrant"), common stock, par value $0.001 per share (the "Common Stock"), stated above, options and other rights to purchase or acquire the shares of Common Stock covered by this Registration Statement and, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), an additional indeterminate number of shares, options and rights that may be offered or issued pursuant to the Company's Stock Option Agreement (Inducement Grant) (the "Inducement Agreement") and the Eledon Pharmaceuticals, Inc. 2020 Long Term Incentive Plan (the "Plan") as a result of one or more adjustments under the Inducement Agreement and the Plan to prevent dilution resulting from one or more stock splits, stock dividends or similar transactions. The offering price per share and the aggregate offering price have been estimated solely for the purpose of calculating the amount of the registration fee. The offering price per share and the aggregate offering price are based upon, with respect to the Plan shares, the average of the high and low prices of the Registrant's common stock as reported on the Nasdaq Stock Market on September 1, 2026, and with respect to the Inducement Agreement shares, the exercise price for such shares pursuant to the Inducement Agreement. The registration fee has been calculated in accordance with Rule 457(h) and Rule 457(c) promulgated under the Securities Act.

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2 See Note 1.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rule 457(p)											
Fee Offset Claims											
Fee Offset Sources											