UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2020

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____________ to _____________

Commission File Number 001-38185

PRESSURE BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Massachusetts	**04-2652826**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
14 Norfolk Avenue South Easton, Massachusetts	**02375**
(Address of principal executive offices)	(Zip Code)

(508) 230-1828
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

[X] Yes [ ] No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

[X] Yes [ ] No

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

Large accelerated filer	[ ]	Accelerated filer	[ ]
Non-accelerated filer	[X]	Smaller reporting company	[X]
Emerging Growth Company	[ ]		

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

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 13(a) of the Exchange Act. [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2 of the Exchange Act).

[ ] Yes [X] No

The number of shares outstanding of the Issuer's common stock as of August 11, 2020 was 3,575,469.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

PRESSURE BIOSCIENCES, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

	June 30, 2020	December 31, 2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 41,458	$ 29,625
Accounts receivable	121,306	229,402
Inventories, net of $342,496 reserve at June 30, 2020 and December 31, 2019	614,863	617,716
Loan receivable	531,250	-
Prepaid expenses and other current assets	192,605	213,549
Total current assets	1,501,482	1,090,292
Investment in equity securities	362,905	16,643
Property and equipment, net	26,275	55,590
Right of use asset leases	40,659	76,586
Intangible assets, net	533,654	576,923
TOTAL ASSETS	$ 2,464,975	$ 1,816,034
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable	$ 809,837	$ 815,764
Accrued employee compensation	392,425	451,200
Accrued professional fees and other	1,866,083	1,658,452
Accrued interest	5,076,790	2,949,621
Deferred revenue	36,888	23,248
Operating lease liability	40,659	76,586
Convertible debt, net of unamortized discounts of $3,923,549 and $619,227, respectively	6,224,450	6,121,338
Other debt, net of unamortized discounts of $0 and $1,769, respectively	1,577,328	1,675,667
Other related party debt	90,000	81,500
Total current liabilities	16,114,460	13,853,376
LONG TERM LIABILITIES		
Long term debt	527,039	-
Deferred revenue	35,462	18,065
TOTAL LIABILITIES	16,676,961	13,871,441
COMMITMENTS AND CONTINGENCIES (Note 4)		
STOCKHOLDERS' DEFICIT		
Series D Convertible Preferred Stock, $.01 par value; 850 shares authorized; 300 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively (Liquidation value of $300,000)	3	3
Series G Convertible Preferred Stock, $.01 par value; 240,000 shares authorized; 80,570 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	806	806
Series H Convertible Preferred Stock, $.01 par value; 10,000 shares authorized; 10,000 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	100	100
Series H2 Convertible Preferred Stock, $.01 par value; 21 shares authorized; 21 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	-	-
Series J Convertible Preferred Stock, $.01 par value; 6,250 shares authorized; 3,458 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	35	35
Series K Convertible Preferred Stock, $.01 par value; 15,000 shares authorized; 6,880 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	68	68
Series AA Convertible Preferred Stock, $.01 par value; 10,000 shares authorized; 7,939 shares issued and outstanding on June 30, 2020 and December 31, 2019, respectively	80	80
Common stock, $.01 par value; 100,000,000 shares authorized; 3,207,285 and 2,549,620 shares issued and outstanding on June 30, 2020 and December 31, 2019 respectively	32,072	25,496
Warrants to acquire common stock	26,527,615	22,599,177
Additional paid-in capital	47,413,735	44,261,105
Accumulated deficit	(88,186,500)	(78,942,277)
Total stockholders' deficit	(14,211,986)	(12,055,407)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 2,464,975	$ 1,816,034

The accompanying notes are an integral part of these unaudited consolidated financial statements

PRESSURE BIOSCIENCES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Revenue:				
Products, services, other	$ 268,154	$ 518,663	$ 522,027	$ 1,028,903
Total revenue	268,154	518,663	522,027	1,028,903
Costs and expenses:				
Cost of products and services	134,882	304,172	310,028	613,884
Research and development	294,602	291,538	560,292	556,242
Selling and marketing	162,098	186,609	351,214	374,824
General and administrative	1,007,215	1,136,768	2,026,225	2,281,189
Total operating costs and expenses	1,598,797	1,919,087	3,247,759	3,826,139
Operating loss	(1,330,643)	(1,400,424)	(2,725,732)	(2,797,236)
Other (expense) income:				
Interest expense, net	(1,724,879)	(1,074,488)	(3,296,679)	(1,587,194)
Unrealized gain on investment in equity securities	196,891	-	346,262	-
Loss on extinguishment of liabilities	(1,710,151)	(106,461)	(2,846,518)	(147,271)
Other expense	-	(185,469)	-	(290,314)
Total other expense	(3,238,139)	(1,366,418)	(5,796,935)	(2,024,779)
Net loss	(4,568,782)	(2,766,842)	(8,522,667)	(4,822,015)
Deemed dividend on beneficial conversion feature	-	(889,532)	-	(1,949,731)
Preferred stock dividends	(396,970)	(420,489)	(721,556)	(776,099)
Net loss attributable to common stockholders	$ (4,965,752)	$ (4,076,863)	$ (9,244,223)	$ (7,547,845)
Basic and diluted net loss per share attributable to common stockholders	$ (1.70)	$ (2.22)	$ (3.34)	$ (4.24)
Weighted average common stock shares outstanding used in the basic and diluted net loss per share calculation	2,914,659	1,837,913	2,765,132	1,780,881

The accompanying notes are an integral part of these unaudited consolidated financial statements

PRESSURE BIOSCIENCES, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	For the Six Months Ended June 30, 2020	For the Six Months Ended June 30, 2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (8,522,667)	$ (4,822,015)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash lease expense	35,927	28,053
Common stock issued for interest and extension fees	159,784	-
Depreciation and amortization	74,247	47,180
Accretion of interest and amortization of debt discount	1,750,911	290,040
Issuance of incentive shares and common stock warrants	-	168,000
Loss on extinguishment of accrued liabilities and debt	977,622	147,271
Stock-based compensation expense	307,110	607,574
Gain on investment in equity securities	(346,262)	-
Common stock issued for services	87,963	-
Changes in operating assets and liabilities:		
Accounts receivable	108,096	64,217
Inventories	2,853	20,673
Prepaid expenses and other assets	20,944	43,077
Accounts payable	(5,927)	152,275
Accrued employee compensation	(58,775)	(18,323)
Operating lease liability	(35,927)	(28,053)
Deferred revenue and other accrued expenses	2,643,607	(172)
Net cash used in operating activities	(2,800,494)	(3,300,203)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Advance on loan receivable	(531,250)	-
Purchases of property plant and equipment	(1,663)	(28,915)
Net cash used in investing activities	(532,913)	(28,915)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds from Series AA Convertible Preferred Stock	-	2,292,300
Net proceeds from convertible debt	4,422,600	3,339,050
Net proceeds from non-convertible debt – third party	990,539	1,211,500
Net proceeds from non-convertible debt – related party	8,500	125,000
Payments on convertible debt	(1,257,250)	(2,533,985)
Payments on non-convertible debt – related party	-	(125,000)
Payments on non-convertible debt	(819,149)	(964,932)
Net cash provided by financing activities	3,345,240	3,343,933
NET INCREASE IN CASH AND CASH EQUIVALENTS	11,833	14,815
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	29,625	103,118
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 41,458	$ 117,933
SUPPLEMENTAL INFORMATION		
Interest paid in cash	$ 419,817	$ 1,162,557
NON CASH TRANSACTIONS:		
Interest added to principal	152,552	-
Common stock issued to settle accrued liabilities	127,855	-
Common stock issued with debt	-	167,359
Discount from warrants issued with debt	2,958,693	-
Common stock issued in lieu of cash for dividend	176,748	151,993
Preferred stock dividends	721,556	776,099
Conversion of debt and interest into common stock	1,317,649	-
Discount due to beneficial conversion feature	982,097	-
Deemed dividend-beneficial conversion feature	-	1,949,731

The accompanying notes are an integral part of these unaudited consolidated financial statements

PRESSURE BIOSCIENCES, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
(UNAUDITED)

	Series D Preferred Stock		Series G Preferred Stock		Series H Preferred Stock		Series H(2) Preferred Stock		Series J Preferred Stock		Series K Preferred Stock		Series AA Preferred Stock		Common Stock		Stock	Additional Paid-In	Accumulated other comprehensive	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Warrants	Capital	loss	Deficit	Deficit
BALANCE, December 31, 2018	300	$ 3	80,570	$ 806	10,000	$ 100	21	$ -	3,458	$ 35	6,880	68	6,499	65	1,684,184	$ 16,842	$19,807,247	$39,777,301	$ -	$ (65,727,538)	$ (6,125,071)
Stock-based compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	245,392	-	-	245,392
Series AA Preferred Stock dividend	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	(355,610)	(355,610)
Issuance of shares for services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	500		167,500	-	-	168,000
Beneficial conversion feature on Series AA convertible preferred stock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,060,199	-	-	1,060,199
Deemed dividend-beneficial conversion feature	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,060,199)	-	-	(1,060,199)
Preferred Stock offering	-	-	-	-	-	-	-	-	-	-	-	-	560	6	-	-	738,528	661,466	-	-	1,400,000
Offering costs for issuance of preferred stock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	160,764	(300,764)	-	-	(140,000)
Common Stock issued for debt extension															16,350	163		38,824	-		38,988
Stock issued with debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	17,958	180		50,553	-	-	50,733
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,055,173)	(2,055,173)
BALANCE, March 31, 2019	300	$ 3	80,570	$ 806	10,000	$ 100	21	$ -	3,458	$ 35	6,880	$ 68	7,059	$ 71	1,768,492	$ 17,685	$20,706,539	$40,640,273	$ -	$ (68,138,321)	$ (6,772,741)
Stock-based compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	362,182	-	-	362,182
Series AA Convertible Preferred Stock dividend	-	-	-	-	-	-	-	-	-	-	-	-	-						-	(420,489)	(420,489)
Beneficial conversion feature on Series AA Convertible Preferred Stock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	889,532	-	-	889,532
Deemed dividend-beneficial conversion feature	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(889,532)	-	-	(889,532)
Issuance of common stock for dividends paid-in-kind	-	-	-	-	-	-	-	-	-	-	-	-			42,456	425		151,568	-	-	151,993
Preferred Stock offering	-	-	-	-	-	-	-	-	-	-	-	-	459	5			608,852	538,062	-	-	1,146,919
Offering costs for issuance of preferred stock	-	-	-	-	-	-	-	-	-	-	-	-	-				131,251	(245,870)	-	-	(114,619)
Stock issued with debt	-	-	-	-	-	-	-	-	-	-	-	-	-		29,641	296		105,293	-	-	105,589
Common Stock issued for debt extension	-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,027	490		125,418	-	-	125,908
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,766,842)	(2,766,842)
BALANCE, June 30, 2019	300	$ 3	80,570	$ 806	10,000	$ 100	21	$ -	3,458	$ 35	6,880	$ 68	7,518	$ 76	1,889,616	$ 18,896	$21,446,642	$41,676,926	$ -	$ (71,325,652)	$ (8,182,100)

	Series D Preferred Stock		Series G Preferred Stock		Series H Preferred Stock		Series H(2) Preferred Stock		Series J Preferred Stock		Series K Preferred Stock		Series AA Preferred Stock		Common Stock		Stock	Additional Paid-In	Accumulated	Total Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Warrants	Capital	Deficit	Deficit
BALANCE, December 31, 2019	300	$ 3	80,570	$ 806	10,000	$ 100	21	$ -	3,458	$ 35	6,880	$ 68	7,939	$ 80	2,549,620	$ 25,496	$ 22,599,177	$ 44,261,105	$ (78,942,277)	$ (12,055,407)
Stock-based compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	241,769	-	241,769
Series AA Preferred Stock dividend	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(324,586)	(324,586)
Issuance of common stock to settle accrued liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	66,500	665	-	127,190	-	127,855
Common stock issued for debt settlement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	100	-	24,900	-	25,000
Issuance of common stock for debt extension and interest paid in kind	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,521	385	-	60,175	-	60,560
Beneficial conversion feature on debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	404,608	-	404,608
Warrants issued with debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,205,010	-	-	1,205,010
Warrants issued for debt extension	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	609,143	-		609,143
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(3,953,885)	(3,953,885)
BALANCE, March 31, 2020	300	$ 3	80,570	$ 806	10,000	$ 100	21	-	3,458	$ 35	6,880	$ 68	7,939	$ 80	2,664,641	$ 26,646	$ 24,413,330	$ 45,119,747	$ (83,220,748)	$ (13,659,933)
Stock-based compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65,341	-	65,341
Series AA Preferred Stock dividend	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(396,970)	(396,970)
Issuance of common stock for services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	$ 250	-	87,713	-	87,963
Issuance of common stock for interest paid-in-kind	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,510	$ 425	-	98,799	-	99,224
Beneficial conversion feature on debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	577,489	-	577,489
Warrants issued with debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,753,683	-	-	1,753,683
Warrants issued for debt extension	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	360,602	-	-	360,602
Issuance of common stock for dividends paid-in-kind	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64,388	644	-	176,104	-	176,748
Conversion of debt and interest for common stock	-	-	-	-	-	-	-	-	-	-	-	-	-	-	410,746	$ 4,107	-	1,288,542	-	1,292,649
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(4,568,782)	(4,568,782)
BALANCE, June 30, 2020	300	$ 3	80,570	$ 806	10,000	$ 100	21	$ -	3,458	$ 35	6,880	$ 68	7,939	$ 80	3,207,285	$ 32,072	$ 26,527,615	$ 47,413,735	$ (88,186,500)	$ (14,211,986)

The accompanying notes are an integral part of these unaudited consolidated financial statements

1) Business Overview, Liquidity and Management Plans

Pressure Biosciences, Inc. ("we", "our", "the Company") develops and sells innovative, broadly enabling, pressure-based platform solutions for the worldwide life sciences industry. Our solutions are based on the unique properties of both constant (i.e., static) and alternating (i.e., pressure cycling technology, or "PCT") hydrostatic pressure. PCT is a patented enabling technology platform that uses alternating cycles of hydrostatic pressure between ambient and ultra-high levels to safely and reproducibly control bio-molecular interactions (e.g., cell lysis, biomolecule extraction). Our primary focus is in the development of PCT-based products for biomarker and target discovery, drug design and development, biotherapeutics characterization and quality control, soil & plant biology, forensics, and counter-bioterror applications. Additionally, major new market opportunities have emerged in the use of our pressure-based technologies in the following areas: (1) the use of our recently acquired, patented technology from BaroFold, Inc. (the "BaroFold" technology) to allow entry into the bio-pharma contract services sector, and (2) the use of our recently-patented, scalable, high-efficiency, pressure-based Ultra Shear Technology ("UST") platform to (i) create stable nanoemulsions of otherwise immiscible fluids (e.g., oils and water) and to (ii) prepare higher quality, homogenized, extended shelf-life or room temperature stable low-acid liquid foods that cannot be effectively preserved using existing non-thermal technologies.

2) Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. However, we have experienced negative cash flows from operations with respect to our pressure cycling technology business since our inception. As of June 30, 2020, we do not have adequate working capital resources to satisfy our current liabilities and as a result, there is substantial doubt regarding our ability to continue as a going concern. We have been successful in raising debt and equity capital in the past and as described in Notes 6 and 7. In addition we raised debt and equity capital after June 30, 2020 as described in Note 8. We have financing efforts in place to continue to raise cash through debt and equity offerings. Although we have successfully completed financings and reduced expenses in the past, we cannot assure you that our plans to address these matters in the future will be successful. These financial statements do not include any adjustments that might result from this uncertainty.

3) Summary of Significant Accounting Policies

Basis of Presentation

The unaudited interim financial statements of Pressure BioSciences, Inc. and its consolidated subsidiaries (collectively, the “Company”) included herein have been prepared by the Company in accordance with the instructions to Form 10-Q and the rules and regulations of the U.S. Securities and Exchange Commission. Under these rules and regulations, some information and footnote disclosures normally included in financial statements prepared under accounting principles generally accepted in the United States of America have been shortened or omitted. Management believes that all adjustments necessary for a fair statement of the financial position and the results of operations for the periods shown have been made. All adjustments are normal and recurring. These financial statements should be read together with the Company’s audited financial statements included in its Form 10-K for the fiscal year ended December 31, 2019.

Use of Estimates

The Company’s consolidated financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America, which require the use of estimates, judgements and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the periods presented. Global concerns about the COVID-19 pandemic have adversely affected, and we expect will continue to adversely affect, our business, financial condition and results of operations including the estimates and assumptions made by management. Significant estimates and assumptions include valuations of share-based awards, investments in equity securities and intangible asset impairment. Actual results could differ from the estimates, and such differences may be material to the Company’s consolidated financial statements.

Principles of Consolidation

The consolidated financial statements include the accounts of Pressure BioSciences, Inc., and its wholly-owned subsidiary PBI BioSeq, Inc. All intercompany accounts and transactions have been eliminated in consolidation.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments. The standard is effective for the Company for interim and annual periods beginning after December 15, 2022. The Company is evaluating the impact of this standard on its Consolidated Financial Statements.

In December 2019, the FASB, issued ASU 2019-12, Simplifying the Accounting for Income Taxes. The standard is effective for the Company for interim and annual periods beginning after December 15, 2020 for the Company and for annual periods beginning after December 15, 2021 and interim periods beginning after December 15, 2022. The Company is evaluating the impact of this standard on its Consolidated Financial Statements.

Revenue Recognition

We recognize revenue in accordance with FASB ASC 606, *Revenue from Contracts with Customers,* and *ASC 340-40, Other Assets and Deferred Costs—Contracts with Customers*. Revenue is measured based on a consideration specified in a contract with a customer, and excludes any sales incentives and amounts collected on behalf of third parties. We enter into sales contracts that may consist of multiple distinct performance obligations where certain performance obligations of the sales contract are not delivered in one reporting period. We measure and allocate revenue according to ASC 606-10.

We identify a performance obligation as distinct if both the following criteria are true: the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer and the entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract. Determining the standalone selling price ("SSP") and allocation of consideration from a contract to the individual performance obligations, and the appropriate timing of revenue recognition, is the result of significant qualitative and quantitative judgments. Management considers a variety of factors such as historical sales, usage rates, costs, and expected margin, which may vary over time depending upon the unique facts and circumstances related to each performance obligation in making these estimates. While changes in the allocation of the SSP between performance obligations will not affect the amount of total revenue recognized for a particular contract, any material changes could impact the timing of revenue recognition, which would have a material effect on our financial position and result of operations. This is because the contract consideration is allocated to each performance obligation, delivered or undelivered, at the inception of the contract based on the SSP of each distinct performance obligation.

Taxes assessed by a governmental authority that are both imposed on and concurrent with a specific revenue-producing transaction, that are collected by the Company from a customer, are excluded from revenue.

Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are accounted for as a fulfillment cost and are in included in cost of revenues as consistent with treatment in prior periods.

Our current Barocycler® instruments require a basic level of instrumentation expertise to set-up for initial operation. To support a favorable first experience for our customers, upon customer request, and for an additional fee, will send a highly trained technical representative to the customer site to install Barocycler®s that we sell, lease, or rent through our domestic sales force. The installation process includes uncrating and setting up the instrument, followed by introductory user training. Our sales arrangements do not provide our customers with a right of return. Any shipping costs billed to customers are recognized as revenue.

The majority of our instrument and consumable contracts contain pricing that is based on the market price for the product at the time of delivery. Our obligations to deliver product volumes are typically satisfied and revenue is recognized when control of the product transfers to our customers. Concurrent with the transfer of control, we typically receive the right to payment for the shipped product and the customer has significant risks and rewards of ownership of the product. Payment terms require customers to pay shortly after delivery and do not contain significant financing components.

We apply ASC 845, "Accounting for Non-Monetary Transactions", to account for products and services sold through non-cash transactions based on the fair values of the products and services involved, where such values can be determined. Non-cash exchanges would require revenue to be recognized at recorded cost or carrying value of the assets or services sold if any of the following conditions apply:

a) The fair value of the asset or service involved is not determinable.

b) The transaction is an exchange of a product or property held for sale in the ordinary course of business for a product or property to be sold in the same line of business to facilitate sales to customers other than the parties to the exchange.

c) The transaction lacks commercial substance.

We currently record revenue for its non-cash transactions at recorded cost or carrying value of the assets or services sold.

In accordance with FASB ASC 842, *Leases*, we account for our lease agreements under the operating method. The new standard provides a number of optional practical expedients in transition. We elected the 'package of practical expedients' for our instrument leases, which permits us not to reassess under the new standard our prior conclusions about lease identification, lease classification and initial direct costs.

We record revenue over the life of the lease term and we record depreciation expense on a straight-line basis over the thirty-six-month estimated useful life of the Barocycler® instrument. The depreciation expense associated with assets under lease agreement is included in the "Cost of PCT products and services" line item in our accompanying consolidated statements of operations. Many of our lease and rental agreements allow the lessee to purchase the instrument at any point during the term of the agreement with partial or full credit for payments previously made. We pay all maintenance costs associated with the instrument during the term of the leases.

Revenue from government grants is recorded when expenses are incurred under the grant in accordance with the terms of the grant award.

Deferred revenue represents amounts received from grants and service contracts for which the related revenues have not been recognized because one or more of the revenue recognition criteria have not been met. Revenue from service contracts is recorded ratably over the length of the contract.

Disaggregation of revenue

In the following table, revenue is disaggregated by primary geographical market, major product line, and timing of revenue recognition.

In thousands of US dollars ($)	Three Months Ended June 30,		Six Months Ended June 30,	
Primary geographical markets	**2020**	**2019**	**2020**	**2019**
North America	$ 162	$ 368	$ 307	$ 592
Europe	3	54	4	94
Asia	103	97	211	343
	$ 268	$ 519	$ 522	$ 1,029

	Three Months Ended June 30,		Six Months Ended June 30,	
Major products/services lines	**2020**	**2019**	**2020**	**2019**
Hardware	$ 122	$ 212	$ 217	$ 352
Consumables	51	91	107	153
Contract research services	34	111	44	349
Sample preparation accessories	33	35	58	35
Technical support/extended service contracts	17	28	36	67
Shipping and handling	6	14	15	19
Other	5	28	45	54
	$ 268	$ 519	$ 522	$ 1,029

Timing of revenue recognition	Three Months Ended June 30, 2020	Three Months Ended June 30, 2019	Six Months Ended June 30, 2020	Six Months Ended June 30, 2019
Products transferred at a point in time	$ 217	$ 506	$ 442	$ 1,007
Services transferred over time	51	13	80	22
	$ 268	$ 519	$ 522	$ 1,029

Contract balances

In thousands of US dollars ($)	June 30, 2020	December 31, 2019
Receivables, which are included in 'Accounts Receivable'	$ 121	$ 229
Contract liabilities (deferred revenue)	72	41

Transaction price allocated to the remaining performance obligations

The following table includes estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) at the end of the reporting period.

In thousands of US dollars ($)	2020	2021	2022	Total
Extended warranty service	$ 37	35	-	$ 72

All consideration from contracts with customers is included in the amounts presented above.

Contract Costs

The Company recognizes the incremental costs of obtaining contracts as an expense when incurred if the amortization period of the assets that the Company otherwise would have recognized is one year or less. These costs are included in selling, general, and administrative expenses. The costs to obtain a contract are recorded immediately in the period when the revenue is recognized either upon shipment or installation. The costs to obtain a service contract are considered immaterial when spread over the life of the contract so the Company records the costs immediately upon billing.

Concentrations

Credit Risk

Our financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash, cash equivalents, and trade receivables. We have cash investment policies which, among other things, limit investments to investment-grade securities. We perform ongoing credit evaluations of our customers, and the risk with respect to trade receivables is further mitigated by the fact that many of our customers are government institutions, large pharmaceutical and biotechnology companies, and academic laboratories.

The following table illustrates the level of concentration as a percentage of total revenues during the three months and six months ended June 30, 2020 and 2019.

	For the Three Months Ended June 30,	
	2020	2019
Top Five Customers	71%	47%
Federal Agencies	2%	9%

	For the Six Months Ended June 30,	
	2020	2019
Top Five Customers	70%	55%
Federal Agencies	4%	14%

The following table illustrates the level of concentration as a percentage of net accounts receivable balance as of June 30, 2020 and December 31, 2019. The Top Five Customers category may include federal agency receivable balances if applicable.

	June 30, 2020	December, 31, 2019
Top Five Customers	82%	83%
Federal Agencies	5%	17%

Product Supply

CBM Industries (Taunton, MA) has recently become the manufacturer of the Barocycler® 2320EXT. CBM is ISO 13485:2003 and 9001:2008 Certified. CBM provides us with precision manufacturing services that include management support services to meet our specific application and operational requirements. Among the services provided by CBM to us are:

- CNC Machining
- Contract Assembly & Kitting
- Component and Subassembly Design
- Inventory Management
- ISO certification

At this time, we believe that outsourcing the manufacturing of our new Barocycler® 2320EXT to CBM is the most cost-effective method for us to obtain and maintain ISO Certified, CE and CSA Marked instruments. CBM's close proximity to our South Easton, MA facility is a significant asset enabling interactions between our Engineering, R&D, and Manufacturing groups and their counterparts at CBM. CBM was instrumental in helping PBI achieve CE Marking on our Barocycler 2320EXT, as announced on February 2, 2017.

Although we currently manufacture and assemble the Barozyme HT48, Barocycler® HUB440, the SHREDDER SG3, and most of our consumables at our South Easton, MA facility, we plan to take advantage of outsourced manufacturing relationships such as that with CBM and outsource manufacturing of the entire Barocycler® product line, future instruments, and other products to CBM.

Investment in Equity Securities

As of June 30, 2020, we held 100,250 shares of common stock of Everest Investments Holdings S.A. ("Everest"), a Polish publicly traded company listed on the Warsaw Stock Exchange. We account for this investment in accordance with ASC 321 *"Investments —Equity Securities."* ASC 321 requires equity investments with readily determinable fair values to be measured at fair value with changes in fair value recognized in net income. As of June 30, 2020, our consolidated balance sheet reflected the fair value of our investment in Everest to be approximately $362,905. We recorded $346,262 as an unrealized gain during the six months ended June 30, 2020 for changes in Everest market value.

Computation of Loss per Share

Basic loss per share is computed by dividing loss available to common shareholders by the weighted average number of common shares outstanding. Diluted loss per share is computed by dividing loss available to common shareholders by the weighted average number of common shares outstanding plus additional common shares that would have been outstanding if dilutive potential common shares had been issued. For purposes of this calculation, convertible preferred stock, common stock dividends, and warrants and options to acquire common stock, are all considered common stock equivalents in periods in which they have a dilutive effect and are excluded from this calculation in periods in which these are anti-dilutive to our net loss.

The following table illustrates our computation of loss per share for the three months and six months ended June 30, 2020 and 2019:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Numerator:				
Net loss	$ (4,568,782)	$ (2,766,842)	$ (8,522,667)	$ (4,822,015)
Deemed dividend on beneficial conversion feature	-	(889,532)	-	(1,949,731)
Preferred stock dividends	(396,970)	(420,489)	(721,556)	(776,099)
Net loss applicable to common shareholders	$ (4,965,752)	$ (4,076,863)	$ (9,244,223)	$ (7,547,845)
Denominator for basic and diluted loss per share:				
Weighted average common stock shares outstanding	2,914,659	1,837,913	2,765,132	1,780,881
Loss per common share – basic and diluted	$ (1.70)	$ (2.22)	$ (3.34)	$ (4.24)

The following table presents securities that could potentially dilute basic loss per share in the future. For all periods presented, the potentially dilutive securities were not included in the computation of diluted loss per share because these securities would have been anti-dilutive to our net loss. The Series D Convertible Preferred Stock, Series G Convertible Preferred Stock, Series H and H2 Convertible Preferred Stock, Series J Convertible Preferred Stock, Series K Convertible Preferred Stock and Series AA Convertible Preferred Stock are presented below as if they were converted into common shares according to the conversion terms.

	As of June 30,	
	2020	2019
Stock options	1,392,370	347,070
Convertible debt	3,905,867	692,715
Common stock warrants	12,761,126	8,880,554
Convertible preferred stock:		
Series D Convertible Preferred Stock	25,000	25,000
Series G Convertible Preferred Stock	26,857	26,857
Series H Convertible Preferred Stock	33,334	33,334
Series H2 Convertible Preferred Stock	70,000	70,000
Series J Convertible Preferred Stock	115,267	115,267
Series K Convertible Preferred Stock	229,334	229,334
Series AA Convertible Preferred Stock	7,939,000	7,518,622
	26,498,155	17,938,753

Accounting for Stock-Based Compensation Expense

We maintain equity compensation plans under which incentive stock options and non-qualified stock options are granted to employees, independent members of our Board of Directors and outside consultants. We recognize stock-based compensation expense over the requisite service period using the Black-Scholes formula to estimate the fair value of the stock options on the date of grant.

Determining Fair Value of Stock Option Grants

Valuation and Amortization Method - The fair value of each option award is estimated on the date of grant using the Black-Scholes pricing model based on certain assumptions. The estimated fair value of employee stock options is amortized to expense using the straight-line method over the vesting period.

Expected Term - The Company uses the simplified calculation of expected life, as the Company does not currently have sufficient historical exercise data on which to base an estimate of expected term. Using this method, the expected term is determined using the average of the vesting period and the contractual life of the stock options granted.

Expected Volatility - Expected volatility is based on the Company’s historical stock volatility data over the expected term of the award.

Risk-Free Interest Rate - The Company bases the risk-free interest rate used in the Black-Scholes valuation method on the implied yield currently available on U.S. Treasury zero-coupon issues with an equivalent remaining term.

Forfeitures - The Company records stock-based compensation expense only for those awards that are expected to vest. The Company estimated a forfeiture rate of 5% for awards granted based on historical experience and future expectations of options vesting. The Company used this historical rate as our assumption in calculating future stock-based compensation expense.

The Company recognized stock-based compensation expense of $65,341 and $362,182 for the three months ended June 30, 2020 and 2019, respectively. The Company recognized stock-based compensation expense of $307,110 and $607,574 for the six months ended June 30, 2020 and 2019, respectively. The following table summarizes the effect of this stock-based compensation expense within each of the line items of our costs and expenses within our Consolidated Statements of Operations:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Cost of sales	$ 5,107	$ 12,082	$ 13,063	$ 20,398
Research and development	26,137	49,948	64,963	84,573
Selling and marketing	6,358	28,959	20,294	51,078
General and administrative	27,739	271,193	208,790	451,525
Total stock-based compensation expense	$ 65,341	$ 362,182	$ 307,110	$ 607,574

Fair Value of Financial Instruments

Due to their short maturities, the carrying amounts for cash and cash equivalents, accounts receivable, accounts payable, accrued expenses and debt approximate their fair value. Long-term liabilities include only deferred revenue with a carrying value that approximates fair value.

Fair Value Measurements

The Company follows the guidance of FASB ASC Topic 820, "*Fair Value Measurements and Disclosures*" ("ASC 820") as it related to all financial assets and financial liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis.

The Company generally defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The Company uses a three-tier fair value hierarchy, which classifies the inputs used in measuring fair values. These tiers include: Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring the Company to develop its own assumptions. A slight change in an unobservable input like volatility could have a significant impact on fair value measurement.

Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company has determined that its financial assets are classified within Level 1 in the fair value hierarchy. The development of the unobservable inputs for Level 3 fair value measurements and fair value calculations are the responsibility of the Company's management.

The following tables set forth the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis as of June 30, 2020:

	June 30, 2020	Fair value measurements at June 30, 2020 using: Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Equity Securities	362,905	362,905	-	-
Total Financial Assets	$ 362,905	$ 362,905	$ -	$ -

The following tables set forth the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis as of December 31, 2019:

	December 31, 2019	Fair value measurements at December 31, 2019 using: Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Equity Securities	16,643	16,643	-	-
Total Financial Assets	$ 16,643	$ 16,643	$ -	$ -

4) Commitments and Contingencies

Operating Leases

The Company accounts for its leases under ASC 842. The Company has elected to apply the short-term lease exception to leases of one year or less. Consequently, as a result of adoption of ASC 842, we recognized an operating liability of $136,385 on our Medford lease with a corresponding Right-Of-Use ("ROU") asset of the same amount based on present value of the minimum rental payments of the lease. As of June 30, 2020 the Company carries a ROU asset and operating lease liability of $40,659.

Our corporate office is currently located at 14 Norfolk Avenue, South Easton, Massachusetts 02375. We are currently paying $6,950 per month, on a lease extension, signed on December 31, 2019, that expires December 31, 2020, for our corporate office. We expanded our space to include offices, warehouse and a loading dock on the first floor starting May 1, 2017 with a monthly rent increase already reflected in the current payments.

We extended our lease for our space in Medford, MA to December 30, 2020. The lease requires monthly payments of $7,130 subject to annual cost of living increases. The lease shall be automatically extended for an additional three years unless either party terminates at least six months prior to the expiration of the current lease term.

Following is a schedule by years of future minimum rental payments required under operating leases with initial or remaining non-cancelable lease terms as of June 30, 2020:

2020	$	84,480
Thereafter		-
Total Minimum Payments Required	$	84,480

5) Loan Receivable

In the six months ended June 30, 2020, the Company issued two loans for $575,000 to its pending merger partner, Cannaworx who agreed to repay the loans directly to the lender, on the Company's behalf. The Cannaworx loans have one-year terms and interest (12% for a $325,000 note and 18% for a $250,000 note) is only payable upon an event of default. Cannaworx loans receivable are carried on the Company's balance sheet net of a $43,750 debt discount.

6) Convertible Debt and Other Debt

Convertible Debt

On various dates during the six months ended June 30, 2020, the Company issued convertible notes for net proceeds of approximately $4.4 million which contained varied terms and conditions as follows: a) 12 month maturity date; b) interest rate of 10%; c) convertible to the Company's common stock at issuance at a fixed rate of $2.50. These notes were issued with warrants to purchase common stock that were fair valued at issuance date. The aggregate relative fair value of the warrants issued with the notes $2,705,996 was recorded as a debt discount to be amortized over the term of the notes. We then computed the effective conversion price of the notes, and recorded a $982,097 beneficial conversion feature as a debt discount to be amortized over the term of the notes. We also evaluated the convertible notes for derivative liability treatment and determined that the notes did not quality for derivative accounting treatment at June 30, 2020.

The specific terms of the convertible notes and outstanding balances as of June 30, 2020 are listed in the tables below.

Inception Date	Term	Loan Amount	Outstanding balance with OID	Original Issue Discount (OID)	Interest Rate	Conversion Price	Deferred Finance Fees	Discount for conversion feature and warrants/shares
February 15, 2018 (2)(3)(4)	6 months	$ 100,000	$ 115,000	$ -	5%	2.50	$ 9,000	$ 17,738
May 17, 2018 (2)	12 months	$ 380,000	$ 166,703	$ 15,200	8%	2.50	$ 15,200	$ 332,407
June 8, 2018 (1)(4)	6 months	$ 50,000	$ 50,000	$ 2,500	2%	7.50	$ 2,500	$ 3,271
June 16, 2018 (2)	9 months	$ 130,000	$ 79,000	$ -	5%	2.50	$ -	$ -
June 16, 2018 (2)	6 months	$ 110,000	$ 79,000	$ -	5%	2.50	$ -	$ -
June 26, 2018 (1)(2)(3)(4)	3 months	$ 150,000	$ 86,250	$ -	5%	2.50	$ -	$ 30,862
July 17, 2018 (1) (2)(3)(4)	3 months	$ 100,000	$ 105,000	$ 15,000	5%	2.50	$ -	$ 52,897
July 19, 2018 (2)	12 months	$ 184,685	$ 150,000	$ 34,685	10%	2.50	$ -	$ -
October 19, 2018 (1)	6 months	$ 100,000	$ 100,000	$ -	5%	7.50	$ -	$ -
November 13, 2018 (1) (2)(3)(4)	6 months	$ 200,000	$ 220,000	$ -	5%	2.50	$ -	$ 168,634
January 3, 2019 (4)	6 months	$ 50,000	$ 50,000	$ 2,500	24%	7.50	$ 2,500	$ -
February 21, 2019 (2)	12 months	$ 215,000	$ 215,000	$ -	4%	2.50	$ 15,000	$ 107,709
February 22, 2019 (2)	9 months	$ 115,563	$ 115,562	$ 8,063	7%	2.50	$ 2,500	$ -
March 18, 2019 (1)	6 months	$ 100,000	$ 100,000	$ -	4%	7.50	$ -	$ 10,762
June 4, 2019 (2)	9 months	$ 500,000	$ 302,484	$ -	8%	2.50	$ 40,500	$ 70,631
April 30, 2019 (2)	12 months	$ 105,000	$ 80,000	$ -	4%	2.50	$ 5,000	$ 3,286
June 19, 2019 (2)	12 months	$ 105,000	$ 105,000	$ -	4%	2.50	$ 5,000	$ 2,646
April 9, 2019 (2)	12 months	$ 118,800	$ 88,800	$ 8,800	4%	2.50	$ 3,000	$ -
May 20, 2019 (1) (2)(4)	3 months	$ 100,000	$ 100,000	$ -	5%	2.50	$ -	$ 13,439
June 7, 2019 (1) (2)(4)	6 months	$ 125,000	$ 125,000	$ -	5%	7.50	$ -	$ 18,254
July 1, 2019 (2)	12 months	$ 107,500	$ 107,500	$ -	4%	2.50	$ 7,500	$ 85,791
July 29, 2019 (2)	6 months	$ 250,000	$ 250,000	$ -	4%	2.50	$ -	$ 36,835
July 19, 2019 (2)	12 months	$ 115,000	$ 115,000	$ -	4%	2.50	$ 5,750	$ 15,460
July 19, 2019 (2)	12 months	$ 130,000	$ 130,000	$ -	6%	2.50	$ 6,500	$ -
August 6, 2019 (2)	12 months	$ 108,000	$ 108,000	$ -	4%	2.50	$ 11,000	$ -
August 14, 2019 (1)(4)	6 months	$ 50,000	$ 50,000	$ -	2%	7.50	$ -	$ -
September 27, 2019 (2)	12 months	$ 78,750	$ 78,750	$ -	4%	2.50	$ 3,750	$ 13,759
October 24, 2019 (2)	12 months	$ 78,750	$ 78,750	$ -	4%	2.50	$ 3,750	$ -
October 25, 2019	12 months	$ 105,000	$ 105,000	$ -	8%	2.50	$ 5,000	$ -
November 1, 2019 (2)	12 months	$ 270,000	$ 270,000	$ -	6%	2.50	$ 13,500	$ -
October 8, 2019	6 months	$ 100,000	$ 100,000	$ -	4%	7.50	$ -	$ 5,725
November 15, 2019	12 months	$ 385,000	$ 385,000	$ 35,000	10%	2.50	$ 35,000	$ 90,917
December 4, 2019	12 months	$ 495,000	$ 495,000	$ 45,000	10%	2.50	$ 45,000	$ 56,387
December 20, 2019	12 months	$ 275,000	$ 275,000	$ 25,000	10%	2.50	$ 25,000	$ 40,601
January 2, 2020	12 months	$ 330,000	$ 330,000	$ 30,000	10%	2.50	$ 30,000	$ 91,606
January 24, 2020	12 months	$ 247,500	$ 247,500	$ 22,500	10%	2.50	$ 22,500	$ 89,707
January 29, 2020	12 months	$ 363,000	$ 363,000	$ 33,000	10%	2.50	$ 33,000	$ 297,000
February 12, 2020	12 months	$ 275,000	$ 275,000	$ 25,000	10%	2.50	$ 25,000	$ 225,000
February 19, 2020	12 months	$ 165,000	$ 165,000	$ 15,000	10%	2.50	$ 15,000	$ 135,000
March 11, 2020	12 months	$ 330,000	$ 330,000	$ 30,000	10%	2.50	$ 30,000	$ 232,810
March 13, 2020	12 months	$ 165,000	$ 165,000	$ 15,000	10%	2.50	$ 15,000	$ 60,705
March 26, 2020	12 months	$ 111,100	$ 111,100	$ 10,100	10%	2.50	$ 10,100	$ 90,900
April 8, 2020	12 months	$ 276,100	$ 276,100	$ 25,100	10%	2.50	$ 25,000	$ 221,654
April 17, 2020	12 months	$ 143,750	$ 143,750	$ 18,750	10%	2.50	$ -	$ 96,208
April 30, 2020	12 months	$ 546,250	$ 546,250	$ 71,250	10%	2.50	$ 47,500	$ 427,500
May 7, 2020	12 months	$ 460,000	$ 460,000	$ 60,000	10%	2.50	$ 40,000	$ 360,000
May 18, 2020	12 months	$ 546,250	$ 546,250	$ 71,250	10%	2.50	$ 35,500	$ 439,500
June 2, 2020	12 months	$ 902,750	$ 902,750	$ 117,750	10%	2.50	$ 58,900	$ 708,500
May 29, 2020	12 months	$ 110,000	$ 110,000	$ 10,000	10%	2.50	$ -	$ -
June 12, 2020	12 months	$ 57,500	$ 57,500	$ 7,500	10%	2.50	$ 5,000	$ 45,000
June 22, 2020	12 months	$ 138,000	$ 138,000	$ 18,000	10%	2.50	$ 12,000	$ 108,000
			$ 10,147,999	$ 771,948			$ 666,450	$ 4,807,101

(1) The Note is past due. The Company and the lender are negotiating in good faith to extend the loan.
(2) As of June 30, 2020 lender entered into a Standstill and Forbearance agreement (as described below). Loan is convertible at $2.50 until the expiration of the agreement.
(3) Interest was capitalized and added to outstanding principal.
(4) During the six months ended June 30, 2020 the Company entered into Rate Modification Agreements with these lenders. In these agreements five lenders agreed to reduce their interest rate and were granted the right to convert loans using a variable conversion price if more than one other variable rate lender converted at a variable rate.

For the six months ended June 30, 2020, the Company recognized amortization expense related to the debt discounts indicated above of $1,397,121. The unamortized debt discounts as of June 30, 2020 related to the convertible debentures and other convertible notes amounted to $3,923,549.

Standstill and Forbearance Agreements

On December 13, 2019, the Company entered into Standstill and Forbearance Agreements with lenders who hold convertible promissory notes with a total principal of $2,267,066. Pursuant to the Standstill and Forbearance Agreements, the lenders agreed to not convert any portion of their notes into shares of common stock at a variable rate until either January 30th or January 31st of 2020, and to waive, through January 30th or January 31st of 2020, all of the Company's defaults under their notes including, but not limited to, the late filing of the Company's Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2019.

On January 31, 2020 and again on March 3, 2020, April 6, 2020, April 30, 2020, May 15, 2020, May 31, 2020 and June 15, 2020 the Company extended these Standstill and Forbearance Agreements until June 30, 2020. For the six months ended June 30, 2020, the Company incurred fees of approximately $1,660,000 to extend the agreements.

Convertible Loan Modifications and Extinguishments

We refinanced certain convertible loans during the six months ended June 30, 2020 at substantially the same terms for extensions ranging over a period of three to six months. We amortized any remaining unamortized debt discount as of the modification date over the remaining, extended term of the new loans. We applied ASC 470 of modification accounting to the debt instruments which were modified during the quarter or those settled with new notes issued concurrently for the same amounts but different maturity dates. The terms such as the interest rate, prepayment penalties, and default rates will be the same over the new extensions. According to ASC 470, an exchange of debt instruments between or a modification of a debt instrument by a debtor and a creditor in a nontroubled debt situation is deemed to have been accomplished with debt instruments that are substantially different if the present value of the cash flows under the terms of the new debt instrument is at least 10 percent different from the present value of the remaining cash flows under the terms of the original instrument. If the terms of a debt instrument are changed or modified and the cash flow effect on a present value basis is less than 10 percent, the debt instruments are not considered to be substantially different and will be accounted for as modifications.

The cash flows of new debt exceeded 10% of the remaining cash flows of the original debt on several loans. During the six months ended June 30, 2020 we recorded losses on extinguishment of liabilities of approximately $2.8 million by calculating the difference of the fair value of the new debt and the carrying value of the old debt. The reported loss on extinguishment of liabilities includes $977,622 of non-cash expenses for warrants issued and writeoffs, of any unamortized discount at the date of modification.

The following table provides a summary of the changes in convertible debt, net of unamortized discounts, during 2020:

		2020
Balance at January 1,	$	6,121,338
Issuance of convertible debt, face value		5,435,950
Deferred financing cost		(1,013,350)
Beneficial conversion feature on convertible note		(982,097)
Debt discount from warrants issued with debt		(2,705,996)
Payments		(1,257,250)
Conversion of debt into equity		(771,266)
Accretion of interest and amortization of debt discount to interest expense		1,397,121
Balance at June 30,		6,224,450
Less: current portion		6,224,450
Convertible debt, long-term portion	$	–

Other Notes

On September 9, 2019 and February 28, 2020 we received a total of $966,500 unsecured non-convertible loans from a private investor with a one-month term. During the six months ended June 30, 2020, the Company received net proceeds of $463,500, issued 150,000 warrants to purchase common stock (five-year term and $3.50 exercise price) and repaid $275,000. The relative fair value of $185,660 of the warrants issued with the note was recorded as a debt discount to be amortized over the term of the notes. As of June 30, 2020 the Company owes $691,500 on these notes which are past due. The Company and the investor are negotiating in good faith to extend the loans.

On October 1, 2019, the Company and the holder of the $170,000 non-convertible loan issued in May 2017 agreed to extend the term of the loan to December 31, 2019. The Company agreed to issue 1,200 shares of its common stock per month while the note remains outstanding. The note will continue to earn 10% annual interest. The loan is currently past due and the Company and the investor are negotiating in good faith to extend the loan.

On October 11, 2019 we received a non-convertible loan with a one month term and a 2% interest charge for $25,000 from a private investor. The loan is past due and the Company and the investor are negotiating in good faith to extend the loan.

For the six months ended June 30, 2020, the Company recognized amortization expense related to debt discounts attributable to other notes of $353,790.

Merchant Agreements

We have signed various Merchant Agreements which are secured by second position rights to all customer receipts until the loan has been repaid in full and subject to interest rates of 6% - 76%. As illustrated in the following table, under the terms of these agreements, we received the disclosed Purchase Price and agreed to repay the disclosed Purchase Amount, which is collected by the Merchant lenders at the disclosed Daily Payment Rate. The following table shows our Merchant Agreements as of June 30, 2020:

Inception Date	Purchase Price	Purchased Amount	Outstanding Balance	Daily Payment Rate	Deferred Finance Fees
August 5, 2019	$ 600,000	$ 816,000	$ 174,943	$ 4,533	$ 6,000
August 19, 2019	350,000	479,500	245,355	2,664	3,000
August 23, 2019	175,000	239,750	87,192	1,410	1,750
September 19, 2019	275,000	384,275	183,348	2,138	5,000
	$ 1,400,000	$ 1,919,525	$ 690,838	$ 10,745	$ 15,750

The following table shows our Merchant Agreements as of December 31, 2019:

Inception Date	Purchase Price	Purchased Amount	Outstanding Balance	Daily Payment Rate	Deferred Finance Fees
August 5, 2019	$ 600,000	$ 816,000	$ 421,024	4,533	$ 6,000
August 19, 2019	350,000	479,500	272,315	2,664	3,000
August 23, 2019	175,000	239,750	132,284	1,410	1,750
September 19, 2019	275,000	384,275	256,812	2,138	5,000
	$ 1,400,000	$ 1,919,525	$ 1,082,435	$ 10,745	$ 15,750

We have accounted for the Merchant Agreements as loans under ASC 860 because while we provided rights to current and future receipts, we still had control over the receipts. The difference between the Purchase Amount and the Purchase Price is imputed interest that is recorded as interest expense when paid each day.

On November 15, 2019 the Company and its Merchant lenders agreed to a temporary reduction in the Daily Payment Rate. Subsequently, on January 31, 2020, March 2, 2020 and April 6, 2020 the Company and its Merchant lenders agreed to extend the term of the reduction of its Daily Payment Rate, ultimately to April 30, 2020. The Company issued 495,000 warrants to lenders (valued at $969,745) as compensation for these agreements. The warrants have a three year life and a $3.50 exercise Price. During the six months ended June 30, 2020, the Company repaid $544,149 of these loans and capitalized $152,552 of interest into principal (and recorded as interest expense).

The Company’s Chief Executive Officer is personally guaranteeing $690,838 of loans outstanding as of June 30, 2020 under our Merchant Agreements.

Related Party Notes

In June 2018, we received a non-convertible loan of $15,000 from a private investor. The loan includes a one-year term and 15% guaranteed interest. This loan remains outstanding at June 30, 2020 and is currently past due.

As of June 30, 2020 we also hold $75,000 of short-term non-convertible loans from related parties. These notes bear interest ranging from 0% to 15% interest and are due upon demand.

Long term debt

During the six months ended June 30, 2020, the Company borrowed $527,039 through COVID-19 programs that were sponsored by the United States and administered by the Small Business Administration (the "SBA"). The most notable programs were the Payroll Protection Program (or "PPP") and the Economic Injury Disaster Loan program (or "EIDL"). The Company's PPP loan, $377,039, has a two- year term and bears interest at 1% per annum. Under the PPP, the Company can be granted forgiveness for all or a portion of these loans based on the Company's spending on payroll, mortgage interest, rent and utilities. The Company's EIDL loan, $150,000, accrues interest at 3.75% and requires monthly payments of $731 for principal and interest beginning in June 2021. The balance of the principal will be due in 30 years. In connection with the EIDL loan the Company entered into a security agreement with the SBA, whereby the Company granted the SBA a security interest in all of the Company's right, title and interest in all of the Company's assets.

7) <u>Stockholders' Deficit</u>

Preferred Stock

We are authorized to issue 1,000,000 shares of preferred stock with a par value of $0.01. Of the 1,000,000 shares of preferred stock:

1) 20,000 shares have been designated as Series A Junior Participating Preferred Stock ("*Junior A*")

2) 313,960 shares have been designated as Series A Convertible Preferred Stock ("*Series A*")

3) 279,256 shares have been designated as Series B Convertible Preferred Stock ("*Series B*")

4) 88,098 shares have been designated as Series C Convertible Preferred Stock ("*Series C*")

5) 850 shares have been designated as Series D Convertible Preferred Stock ("*Series D*")

6) 500 shares have been designated as Series E Convertible Preferred Stock *("Series E")*

7) 240,000 shares have been designated as Series G Convertible Preferred Stock ("*Series G*")

8) 10,000 shares have been designated as Series H Convertible Preferred Stock ("*Series H*")

9) 21 shares have been designated as Series H2 Convertible Preferred Stock ("*Series H2*")

10) 6,250 shares have been designated as Series J Convertible Preferred Stock ("*Series J*")

11) 15,000 shares have been designated as Series K Convertible Preferred Stock ("*Series K*")

12) 10,000 shares have been designated as Series AA Convertible Preferred Stock ("*Series AA*")

As of June 30, 2020, there were no shares of Junior A, and Series A, B, C and E issued and outstanding. See our Annual Report on Form 10-K for the year ended December 31, 2019 for the pertinent disclosures of preferred stock.

Stock Options and Warrants

At the Company's December 12, 2013 Special Meeting, the shareholders approved the 2013 Equity Incentive Plan (the "2013 Plan") pursuant to which 3,000,000 shares of our common stock were reserved for issuance upon exercise of stock options or other equity awards. Under the 2013 Plan, we may award stock options, shares of common stock, and other equity interests in the Company to employees, officers, directors, consultants, and advisors, and to any other persons the Board of Directors deems appropriate. As of June 30, 2020, options to acquire 1,392,370 shares were outstanding under the Plan.

On November 29, 2015 the Company's Board of Directors adopted the 2015 Nonqualified Stock Option Plan (the "2015 Plan") pursuant to which 5,000,000 shares of our common stock were reserved for issuance upon exercise of non-qualified stock options. Under the 2015 Plan, we may award non-qualified stock options in the Company to employees, officers, directors, consultants, and advisors, and to any other persons the Board of Directors deems appropriate.

As of June 30, 2020, total unrecognized compensation cost related to the unvested stock-based awards was $589,652, which is expected to be recognized over weighted average period of 1.61 years. The aggregate intrinsic value associated with the options outstanding and exercisable and the aggregate intrinsic value associated with the warrants outstanding and exercisable as of June 30, 2020, based on the June 30, 2020 closing stock price of $2.30, was $712,250.

The following table summarizes information concerning options and warrants outstanding and exercisable:

	Stock Options		Warrants			
		Weighted Average		Weighted Average		Total
	Shares	price per share	Shares	price per share	Shares	Exercisable
Balance outstanding, December 31, 2019	1,396,302	$ 0.71	9,893,034	$ 3.52	11,289,336	10,148,543
Granted	-	-	2,907,870	3.50	2,907,870	
Exercised	-	-	-	-	-	
Expired	-	-	(39,778)	$ 8.40	(39,778)	
Forfeited	(3,932)	1.68	-	-	(3,932)	
Balance outstanding, June 30, 2020	1,392,370	$ 0.69	12,761,126	$ 3.50	14,153,496	13,203,517

As of June 30, 2020, the 1,392,370 stock options outstanding have a $0.69 exercise price and 9.20 weighted average remaining term. Of these options, 442,391 are currently exercisable.

Common Stock and Warrant Issuances

During the six months ended June 30, 2020, we issued to Series AA holders 64,388 shares of common stock for dividends totaling of $176,748 issued in stock in lieu of cash. During this period the Company also issued 593,277 shares of restricted common stock at a fair value of $1,693,251 to accredited investors and consultants. 420,746 of the shares with a fair value of $1,317,649 were issued for conversions of debt principal and interest; 81,031 of the shares with a fair value of $159,784 were issued for debt extensions and interest payments; 66,500 shares with a fair value of $127,855 were issued to settle an accrued liability; and 25,000 shares with a fair value of $87,963 were issued for services rendered.

During this period, the Company also issued 2,412,870 warrants to acquire common stock at a fair value of $2,958,693 in conjunction with the signing of new convertible loans and 495,000 warrants to acquire common stock at a fair value of $969,745 to lenders for debt extension.

During the six months ended June 30, 2019, we issued to Series AA holders 42,456 shares of common stock for dividends totaling of $105,941 issued in stock in lieu of cash. During this period the Company also issued 205,432 shares of restricted common stock at a fair value of $641,211 to accredited investors. 65,377 of the shares with a fair value of $156,322 were issued to existing holders of convertible loans who agreed to extend the terms of the loans for another six months; 47,599 shares with a fair value of $156,322 were issued in conjunction with the signing of new convertible loans; and 50,000 shares with a fair value of $168,000 were issued for services rendered.

8) Subsequent Events

On July 6, 2020, the Company signed an amendment to its binding letter of intent to acquire Cannaworx, Inc. (USA), extending the completion deadline to July 31,2020 with two 30-day automatic extensions. The planned acquisition remains subject to certain closing conditions, including completion of all due diligence and acquisition financing.

From July 1, 2020 through August 12, 2020 the Company issued loans convertible into common stock at $2.50 per share for $1.92 million, of which $170,000 was received during the quarter ended June 30, 2020. The loans carry 10% interest rates and one-year terms. To secure these loans, the Company issued 25,500 shares of common stock and warrants exercisable into 664,700 common shares (five-year life and a $3.50 exercise price). During this period, the Company also paid off six convertible loans totaling $782,800. The loans were issued July 19, 2018, April 9, 2019, April 30, 2019, July 29, 2019, August 6, 2019 and October 8, 2019. To retire these loans Company paid $472,371 in cash and issued 282,521 shares of common stock and 103,469 warrants to acquire common stock (three-year life and $3.50 exercise price) in full payment of principal, interest and fees. In this period the Company also issued 24,000 shares of common stock in partial settlement of $60,000 of principal and fees on a loan issued February 22, 2019, extended a loan issued January 3, 2019 to January 3, 2021 and agreed to pay $3,750 and issue 2,400 shares of common stock to consultants for services.

From July 1, 2020 to August 12, 2020 the Company entered into Standstill and Forbearance Agreements with lenders who hold convertible notes with a principal balance of approximately $1.89 million. Lenders have agreed with the Company not to convert any portion of their notes at a variable rate until August 15, 2020. In these agreements, the Company incurred fees of approximately $366,285.

On July 7, 2020, the Company and its Merchant lenders agreed to a final resolution of their arrangements. In this agreement, Company paid $385,388, issued 112,885 shares of common stock and 131,442 warrants to the Merchant lenders. The warrants have a three-year life and a $3.50 exercise price.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In some cases, forward-looking statements are identified by terms such as "may," "will," "should," "could," "would," "expects," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" and similar expressions intended to identify forward-looking statements. Such statements include, without limitation, statements regarding:

- our need for, and our ability to raise, additional equity or debt financing on acceptable terms, if at all;
- our need to take additional cost reduction measures, cease operations or sell our operating assets, if we are unable to obtain sufficient additional financing;
- our belief that we will have sufficient liquidity to finance normal operations for the foreseeable future;
- the options we may pursue in light of our financial condition;
- the potential applications for Ultra Shear Technology (*UST*);
- the potential applications of the BaroFold high-pressure protein refolding and disaggregation technology
- the amount of cash necessary to operate our business;
- the anticipated uses of grant revenue and the potential for increased grant revenue in future periods;
- our plans and expectations with respect to our continued operations;
- the expected increase in the number of pressure cycling technology (*"PCT")* and constant pressure (*"CP"*) based units that we believe will be installed and the expected increase in revenues from the sale of consumable products, extended service contracts, and biopharma contract services;
- our belief that PCT has achieved initial market acceptance in the mass spectrometry and other markets;
- the expected development and success of new instrument and consumables product offerings;
- the potential applications for our instrument and consumables product offerings;
- the expected expenses of, and benefits and results from, our research and development efforts;
- the expected benefits and results from our collaboration programs, strategic alliances and joint ventures;
- our expectation of obtaining additional research grants from the government in the future;
- our expectations of the results of our development activities funded by government research grants;
- the potential size of the market for biological sample preparation, biopharma contract services and ultra shear technology;
- general economic conditions;
- the anticipated future financial performance and business operations of our company;
- our reasons for focusing our resources in the market for genomic, proteomic, lipidomic and small molecule sample preparation;
- the importance of mass spectrometry as a laboratory tool;
- the advantages of PCT over other current technologies as a method of biological sample preparation and protein characterization in biomarker discovery, forensics, and histology, as well as for other applications;
- the capabilities and benefits of our PCT Sample Preparation System, consumables and other products;
- our belief that laboratory scientists will achieve results comparable with those reported to date by certain research scientists who have published or presented publicly on PCT and our other products and services;
- our ability to retain our core group of scientific, administrative and sales personnel; and
- our ability to expand our customer base in sample preparation and for other applications of PCT and our other products and services.

These forward-looking statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements, expressed or implied, by such forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of this Quarterly Report on Form 10-Q. Except as otherwise required by law, we expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained in this Quarterly Report on Form 10-Q to reflect any change in our expectations or any change in events, conditions or circumstances on which any of our forward-looking statements are based. Factors that could cause or contribute to differences in our future financial and other results include those discussed in the risk factors set forth in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2019 and in this Report. We qualify all of our forward-looking statements by these cautionary statements.

OVERVIEW:

We are a leader in the development and sale of innovative, broadly enabling, pressure-based platform solutions for the worldwide life sciences industry. Our solutions are based on the unique properties of both constant (i.e., static) and alternating (i.e., pressure cycling technology, or "PCT") hydrostatic pressure. PCT is a patented enabling technology platform that uses alternating cycles of hydrostatic pressure between ambient and ultra-high levels to safely and reproducibly control bio-molecular interactions (e.g., cell lysis, biomolecule extraction). Our primary focus has been in the development of PCT-based products for biomarker and target discovery, drug design and development, biotherapeutics characterization and quality control, soil & plant biology, forensics, and counter-bioterror applications. Additionally, major new market opportunities have emerged in the use of our pressure-based technologies in the following areas: (1) the use of our recently acquired, patented technology from BaroFold, Inc. (the "BaroFold" technology platform) to allow entry into the bio-pharma contract services sector, and (2) the use of our recently-patented, scalable, high-efficiency, pressure-based Ultra Shear Technology ("UST") platform to (i) create stable nanoemulsions of otherwise immiscible fluids (e.g., oils and water) and to (ii) prepare higher quality, homogenized, extended shelf-life or room temperature stable low-acid liquid foods that cannot be acceptably preserved using existing non-thermal technologies.

On April 29, 2020, we signed a binding letter of intent to merge with Cannaworx, Inc. (USA), and their portfolio of products and intellectual property (the "Cannaworx LOI" and "Cannaworx merger"). Cannaworx founders Bobby Ghalili, DMD and Adrienne Denese, MD, PhD bring extensive medical expertise and product innovation into the newly combined public company. Post-merger, Cannaworx products will utilize our proprietary UST platform.

Subsequently, we announced two letters of intent by Cannaworx which we will assume in the Cannaworx merger. On April 30, 2020 we announced a signed Cannaworx agreement to acquire SkinScience Labs, Inc or "SSL" (the SSL LOI). SSL is the parent company of Dr. Denese's skin care and anti-aging product lines. Subsequently, on May 7, 2020 we announced a signed Cannaworx agreement to acquire Five Leaf Labs or "FFL" (the FLL LOI). FLL is based in Louisiana and will expand the Cannaworx sales and distribution network to over 50 sales representatives in 21 states.

The Cannaworx LOI and SSL LOI are subject to certain closing conditions, including completion of all due diligence and acquisition financing. The FLL LOI is subject to the completion of all due diligence.

On May 7, 2020 we also announced that, if the mergers are completed, Jim Morrison would be appointed as the new CEO of the rebranded public company and that following the completion of the Cannaworx merger we would change our name to "Availa Bio".

Developments and Accomplishments:

We reported the following accomplishments during the half of 2020:

On June 20, 2020: PBI and Leica Microsystems sign worldwide co-marketing alliance: combination of proprietary technologies expected to accelerate cancer R&D with innovative tumor processing workflow

On June 4, PBI announces first manufacturing build completely sold out for revolutionary UST System for processing hemp-derived cannabinoid oil into stable, water-soluble nanoemulsions

On May 14, 2020, Pressure BioSciences announced the launch of FDA-registered hand sanitizer as first product developed through pending merger partners.

On May 7, 2020, former L'Oreal President Jim Morrison, one of the top brand strategists in the personal care space worldwide, was announced as the person who would become CEO of Availa Bio upon merger completion.

On May 5, 2020, PBI announced plans to change name to Availa Bio following completion of the Cannaworx and SkinScience Labs merger.

On April 30, 2020, PBI announced plans to acquire SkinScience Labs and their profitable and award-winning Dr. Denese Skin Care and Anti-Aging Lines.

On April 29, 2020, PBI announced plans to acquire Cannaworx, Inc. and their portfolio of innovative consumer products.

On April 16, 2020, PBI and RedShiftBio demonstrate potential of combining proprietary technologies to enable new tool for development and production of biotherapeutics.

On March 12, 2020, PBI announced that it is nearing a complete sellout on its pre-launch offering of game-changing UST Platform for processing CBD Oil into water-soluble nanoemulsions.

On February 27, 2020, PBI launched new era in preparation of water-soluble nanoemulsions for CBD and other valuable oils with opening of UST Demonstration Laboratory.

On January 30, 2020, PBI announced acceleration of UST Platform rollout for water-soluble CBD with planned release of additional BaroShear product – a benchtop, R&D scale, BaroShear 'Mini" instrument.

On January 24, 2020, PBI announced significant new order and near sellout on revolutionary nanoemulsification system for water-soluble CBD oil. Company said that additional orders are expected shortly.

On January 17, 2020, PBI reported the Company's UST Platform was featured in a leading North American Cannabis Magazine and that the article highlighted the potential of the UST Platform to play a significant role in multiple billion-dollar markets, such as CBD, nutraceuticals, cosmetics, biopharmaceuticals, and food/beverage.

On January 9, 2020, PBI reported that the number of published scientific papers in 2019 citing the advantages of the Company's PCT Platform remained strong, with over 20 journal articles for the second straight year.

Results of Operations

The following disclosure compares the results of operations for the quarter ended June 30, 2020 ("Q2 2020") with June 30, 2019 ("Q2 2019"), and also compares the six months ended June 30, 2020 with June 30, 2019.

Products and Services Revenue

We recognized total revenue of $268,154 for Q2 2020 compared to $518,663 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 we recognized total revenue of $522,027 and $1,028,903, respectively. The reported decreases were 48% for the quarterly periods and 49% for the year-to-date periods. These decreases were from a decrease in Scientific Services revenue which was primarily attributable to the negative impact that the COVID-19 pandemic had on our operations and on the operations of our customers.

Cost of Products and Services

The cost of products and services was $134,882 for Q2 2020 compared to $304,172 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 our cost of products and services was $310,028 and $613,884, respectively. Gross profit margin on products and services decreased in line with the percentage change in revenue.

Research and Development

Research and development expenses were $294,602 for Q2 2020 compared to $291,538 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 these expenses were $560,292 and $556,242, respectively. The reported increases were approximately 1% for the quarterly and year-to-date periods.

Selling and Marketing

Selling and marketing expenses were $162,098 for Q2 2020 compared to $186,609 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 these expenses were $351,214 and $374,824, respectively. The reported decreases of 13% for the quarterly periods and 6% for the year-to-date periods were primarily attributable to lower stock-based compensation expense.

General and Administrative

General and administrative expenses were $1,007,215 for Q2 2020 compared to $1,136,768 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 these expenses were $2,026,225 and $2,281,189 respectively. The reported decreases of 11% for the quarterly periods and 11% for the year-to-date periods were primarily attributable to lower investor relations and stock-based compensation expense.

Operating Loss

Operating loss was $1,330,643 for Q2 2020 compared to $1,400,424 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 the operating loss was $2,725,732 and $2,797,236 respectively. The reported decreases of 5% for the quarterly periods and 3% for the year-to-date periods were primarily attributable to lower operating expenses, which offset the decreases in revenues.

Interest Expense, net

Interest expense was $1,724,879 for Q2 2020 compared to $1,074,488 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 these expenses were $3,296,679 and $1,587,194, respectively. The reported increases of 61% for the quarterly periods and 108% for the year-to-date periods were primarily attributable to increases in convertible and other debt.

Unrealized gain on investment in equity securities

Unrealized gain on investments in equity securities was $196,891 for Q2 2020 compared to zero for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 the unrealized gain was $346,262 and zero, respectively. The reported increases were attributable the increase in the market price of the Company's investment in Everest.

Loss on extinguishment of liabilities

In connection with payments of interest in common stock and debt extensions, we recognized losses of $1,710,151 for Q2 2020 compared to $106,461 for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 these losses were $2,846,518 and $147,271, respectively. These increases were related to extension fees incurred and warrants issued for the recent Standstill and Forbearance Agreements and merchant loan extension.

Net loss attributable to common stockholders

Net loss was $4,965,752 ($1.70 per share) for Q2 2020 compared to $4,076,863 ($2.22 per share) for Q2 2019. For the year-to-date periods ending on June 30, 2020 and 2019 the losses were $9,244,223 ($3.34 per share) and $7,547,845 ($4.24 per share), respectively. The decreases in the loss per share for the quarterly and year-to-date periods was attributable the 2019 deemed dividend on beneficial conversion feature (which did not recur in 2020) and a 59% increase in weighted shares outstanding for the quarterly period and a 55% increase for the year-to-date period.

Liquidity and Financial Condition

We have experienced negative cash flows from operations with respect to our pressure cycling technology business since our inception. As of June 30, 2020, we did not have adequate working capital resources to satisfy our current liabilities and as a result, we have substantial doubt regarding our ability to continue as a going concern. We have been successful in raising debt and equity capital and as described in Notes 6 and 7 of the accompanying consolidated financial statements, we received $5.4 million in net proceeds from loans in the first half of 2020. We have efforts in place to continue to raise cash through debt and equity offerings.

We will need substantial additional capital to fund our operations in future periods. If we are unable to obtain financing on acceptable terms, or at all, we will likely be required to cease our operations, pursue a plan to sell our operating assets, or otherwise modify our business strategy, which could materially harm our future business prospects.

Net cash used in operations for the six months ended June 30, 2020 was $2,800,494 as compared to $3,300,203 for the six months ended June 30, 2019.

Net cash used in investing activities for the six months ended June 30, 2020 was $532,913 compared to $28,915 in the prior period. Cash capital expenditures in the current year included a loan advance to our pending merger partner and purchases of laboratory equipment and IT equipment.

Net cash provided by financing activities for the six months ended June 30, 2020 was $3,345,240 as compared to $3,343,933 for the same period in the prior year. The cash from financing activities in the period ended June 30, 2020 included $4,422,600 from convertible debt and $999,039 from other debt and less debts payments ($1,257,250 of convertible debt and $819,149 of other debt).

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

This Item 3 is not applicable to us as a smaller reporting company and has been omitted.

ITEM 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Securities Exchange Act of 1934 filings are recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our President and Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, as ours are designed to do, and management was necessarily required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of June 30, 2020, we carried out an evaluation, under the supervision and with the participation of our management, including our Principal Executive Officer and Principal Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934. Based upon that evaluation, our Principal Executive Officer and Principal Financial Officer concluded that our disclosure controls and procedures were not effective.

Our conclusion that our disclosure controls and procedures were not effective as of June 30, 2020 is due to the continued presence of the material weaknesses in our internal control over financial reporting identified in our Annual Report on Form 10-K for the year ended December 31, 2019. These material weaknesses are the following:

- We identified a lack of sufficient segregation of duties. Specifically, this material weakness is such that the design over these areas relies primarily on detective controls and could be strengthened by adding preventative controls to properly safeguard Company assets.

- Management has identified a lack of sufficient personnel in the accounting function due to our limited resources with appropriate skills, training and experience to perform the review processes to ensure the complete and proper application of generally accepted accounting principles, particularly as it relates to valuation of warrants and other complex debt /equity transactions. Specifically, this material weakness resulted in audit adjustments to the annual consolidated financial statements and revisions to related disclosures, valuation of warrants and other equity transactions.

- Limited policies and procedures that cover recording and reporting of financial transactions.

- Lack of multiple levels of review over the financial reporting process

We continue to plan to remediate those material weaknesses as follows:

- Improve the effectiveness of the accounting group by augmenting our existing resources with additional consultants or employees to assist in the analysis and recording of complex accounting transactions, and to simultaneously achieve desired organizational structuring for improved segregation of duties. We plan to mitigate this identified deficiency by hiring an independent consultant once we generate significantly more revenue or raise significant additional working capital.

- Improve expert review and achieve desired segregation procedures by strengthening cross approval of various functions including quarterly internal audit procedures where appropriate.

During the period covered by this Report, we implemented and performed additional substantive procedures, such as supervisory review of work papers and consistent use of financial models used in equity valuations, to ensure our consolidated financial statements as of and for the three-month period ended June 30, 2020, are fairly stated in all material respects in accordance with GAAP. We have not, however, been able to fully remediate the material weaknesses due to our limited financial resources. Our remediation efforts are largely dependent upon our securing additional financing to cover the costs of implementing the changes required. If we are unsuccessful in securing such funds, remediation efforts may be adversely affected in a material manner.

Except as described above, there have been no changes in our internal controls over financial reporting that occurred during the period ended June 30, 2020 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently involved in any litigation that we believe could have a material adverse effect on our financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our company or any of our subsidiaries, threatened against or affecting our company, our common stock, any of our subsidiaries or of our companies or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

Item 1A. Risk Factors

Factors that could cause or contribute to differences in our future financial and operating results include those discussed in the risk factors set forth in Item 1 of our Annual Report on Form 10-K for the year ended December 31, 2019 and in Part II, Item 1A of our Quarterly Report on Form 10-Q for the period ended March 31, 2020 (the "Q1 10-Q"). The risks described in our Form 10-K, the Q1 10-Q and this Report are not the only risks that we face. Additional risks not presently known to us or that we do not currently consider significant may also have an adverse effect on the Company. If any of the risks actually occur, our business, results of operations, cash flows or financial condition could suffer.

There have been no material changes to the risk factors set forth in Item 1A of our 10-K or in Part II, Item 1A of our Q1 10-Q Annual Report on Form 10-K for the year ended December 31, 2019 other than the following:

During 2019, the Company issued notes to one holder in the principal amount of $1,155,000. Through July 31, 2020, we have issued other Notes to the same holder such that the current gross amount owed to the holder is approximately $7,684,200. Our obligations under the Notes and the transaction documents relating to the Notes are secured by a security interest in all of our assets. As a result, if we default under our obligations under the Notes or the transaction documents, the holders of the Notes, acting through their appointed agent, could foreclose on their security interests and liquidate some or all of these assets, which could harm our business, financial condition and results of operations and could require us to reduce or cease operations. In addition, the pledge of these assets and other restrictions may limit our flexibility in raising capital for other purposes. Because all of our assets are pledged under these financing arrangements, our ability to incur additional secured indebtedness or to sell or dispose of assets to raise capital may be impaired, which could have an adverse effect on our financial flexibility.

The holders of our Common Stock could suffer substantial dilution due to our corporate financing practices.

The holders of our common stock could suffer substantial dilution due to our corporate financing practices which, in the past few years has included private placements. As of June 30, 2020, we had 3,207,285 shares outstanding. As of June 30, 2020, if all of the outstanding shares of Series D Convertible Preferred Stock, Series G Convertible Preferred Stock, Series H Convertible Preferred Stock, Series H2 Convertible Preferred Stock, Series J Convertible Preferred Stock, Series K Convertible Preferred Stock and Series AA Convertible Preferred Stock were converted into shares of common stock and all outstanding options and warrants to purchase shares of common stock were exercised and all fixed rate convertible notes and debentures were converted, each as of June 30, 2020, an additional 26,498,155 shares of common stock would be issued and outstanding. The full cash exercise of the options and warrants would result in approximately $44.9 million in cash proceeds to the Company. This additional issuance of shares of common stock would cause immediate and substantial dilution to our existing stockholders and could cause a significant reduction in the market price of our common stock.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Except where noted, all the securities discussed in this Part II, Item 2 were issued in reliance on the exemption under Section 4(a)(2) of the Securities Act.

On various dates in the quarter ended June 30, 2020 the Company issued a total of 542,644 shares of restricted common stock at a fair value of approximately $1,656,584 to accredited investors and consultants. 410,746 of the shares with a fair value of $1,292,649 were issued for the conversion of debt and interest for common stock; 64,388 of the shares with a fair value of $176,748 were issued for dividends paid-in-kind; 42,510 of the shares with a fair value of $99,224 were issued for interest paid-in-kind and 25,000 of the shares with a fair value of $87,963 were issued for services.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

We are providing the following disclosure in lieu of filing a Current Report on Form 8-K relating to: “Item 1.01—Entry into a Material Definitive Agreement,” “Item 2.03—Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant,” and “Item 3.02—Unregistered Sales of Equity Securities,” of Form 8-K.

Except where noted, all the securities discussed in this Part II, Item 5 were issued in reliance on the exemption under Section 4(a)(2) of the Securities Act.

On June 25, 2020, the Company entered into a promissory note (the “Note”) with the U.S. Small Business Administration, which provides for a loan in the amount of $150,000 (the “Loan”) pursuant to the Economic Injury Disaster Loan program (the “EIDL”) under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). The Loan accrues interest at 3.75% and requires monthly payments of $731 for principal and interest beginning in June 2021. The balance of the principal will be due in 30 year. The Loan may be prepaid at any time prior to maturity with no prepayment penalties. In connection with the EIDL loan the Company entered into a security agreement with the SBA, whereby the Company granted the SBA a security interest in all of the Company’s right, title and interest in all of the Company’s assets.

On July 7, 2020, the Company and its Merchant lenders agreed to a final resolution of their arrangements. In this agreement, Company paid $385,388, issued 112,885 shares of common stock and 131,442 warrants to the Merchant lenders. The warrants have a three-year life and a $3.50 exercise price.

Item 6. Exhibits

Exhibits

10.1*	Binding Letter of Intent by and between Pressure BioSciences, Inc. and Cannaworx, Inc., dated April 29, 2020
10.2*	First Amendment to Binding Letter of Intent by and between Pressure BioSciences, Inc. and Cannaworx, Inc., dated July 6, 2020
10.3*	Economic Injury Disaster Loan Note, dated June 25, 2020, issued to the U.S. Small Business Administration
10.4*	Security Agreement, dated June 25, 2020, by and between Pressure BioSciences, Inc. and the U.S. Small Business Administration
10.5	Paycheck Protection Program Note, dated April 18, 2020, issued to North Easton Savings Bank (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the SEC on June 29, 2020)
10.6	Form of Amendment to Standstill and Forbearance Agreement entered into in January, March, April, May and June 2020 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed with the SEC on June 29, 2020)
31.1*	Certification by the Principal Executive Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Rule 13a-14(a) or Rule 15d-14(a))
31.2*	Certification by the Principal Financial Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (Rule 13a-14(a) or Rule 15d-14(a))
32.1**	Certification by the Principal Executive Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*
32.2**	Certification by the Principal Financial Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002*
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

** In accordance with SEC Release 33-8238, Exhibits 32.1 and 32.2 are furnished and not filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PRESSURE BIOSCIENCES, INC.

Date: August 14, 2020

By: */s/ Richard T. Schumacher*
Richard T. Schumacher
President & Chief Executive Officer
(Principal Executive Officer and Principal Financial Officer)

Exhibit 10.1

Pressure BioSciences, Inc. and CannawoRx
Binding Acquisition Letter of Intent

The terms and conditions set forth herein are subject to change. The issuance and sale of securities and the closing of the proposed transactions is subject to completion of due diligence, preparation of definitive documentation, and the satisfaction of all pre-closing terms and conditions. Only those provisions specifically designated herein as binding on the parties shall be binding.

Parties:	Pressure BioSciences, Inc., a Massachusetts corporation whose shares are listed for trading under the "PBIO" symbol ("PBIO") and CannawoRx Holdings, Inc., a Delaware corporation ("CWX").
Transaction Overview:	The transaction is expected to take the form of a merger or acquisition pursuant to which CWX will become a wholly owned subsidiary of PBIO (the "Transaction"). The Parties agree to consult and work together to determine the appropriate structure of the Transaction with a view to optimizing positive federal and other tax implications in the relevant jurisdictions. Currently the Transaction may be effected as a merger in which CWX will be issued convertible securities convertible into approx. 50% of the fully diluted capitalization (excluding warrants and options) of PBIO to become a wholly owned subsidiary of PBIO.
PBIO:	As of Closing, defined below, PBIO will (i) have shares quoted for trading in the over the counter markets; (ii) endeavor to be DWAC and DTC eligible, if not already; (iii) be current in all filings with the Securities and Exchange Commission (the "SEC"); (iv) be able to deliver books and records to enable a timely filing of the next quarterly and yearly report with the SEC; and (v) not have changed any compensation packages to their officers and directors within 12 months from Closing, other than in the ordinary course of business, including but not limited to, employment agreements and stock option plans. Prior to the consummation of the Transaction, each party shall have conducted its due diligence on the other and shall have been satisfied as to the results of such due diligence in its sole discretion.
CWX	Prior to completion of the Transaction, CWX shall have supplied PBIO with unaudited financial statements for CWX's two prior fiscal years (the "Financial Statements"), and a valuation rationale for CWX reasonably satisfactory for the PBI Board of Directors. CWX shall supply PBIO with audited financials without material discrepancies as compared to the unaudited financial statements within the time required by the SEC.

Availa Bio Board:	For purposes of this Letter of Intent, upon closing of the Transaction (the "Closing") PBIO shall be referred to, upon confirmation that such name or a similar name is not currently being used, as "Availa Bio". As of the Closing, CWX shareholders shall have the right to appoint 2 Directors to the Board, at least 1 of which must be independent as defined by Nasdaq Corporate Governance Rules, Skin Science Labs shareholders shall have the right to appoint 2 Directors to the Board, at least 1 of which must be independent as defined by Nasdaq Corporate Governance Rules, PBIO will be allowed to retain 2 directors, at least one of which must be independent as defined by Nasdaq Corporate Governance Rules, and Clayton Struve shall have the right to approve 1 director, for a total of 7 Directors, including at least 3 independent directors, (the "Board"). The definitive agreement will provide that CWX shall take full control of management of Availa Bio and shall designate management positions, at their discretion and with consent of the Availa Bio Board, including the appointment of Jim Morrison as CEO. Jim Morrison shall receive an employment contract which shall include stock equal to 5% of Availa Bio, and stock incentives for him to earn up to a total of 10% of Availa Bio as defined in his Employment Agreement. Ric Schumacher shall remain with Availa Bio with a position to be negotiated prior to the Closing as evidenced by an amended employment contract.
Indemnity	To be determined
Binding Agreement	This agreement shall be binding on all parties, subject to the negotiation of definitive documentation and may be terminated by either party if definitive agreements have not been executed by June 30, 2020. This agreement shall supersede and replace the letter of intent between the parties dated as of March 20, 2020.
CWX Ownership	Upon the Closing, the pre-Closing owners of CWX shall receive Convertible Preferred Stock ("Preferred Stock"). The Preferred Stock shall be convertible into $30 million of stock equivalents at $2.50.
PBIO Ownership	For the Closing, with the exception of outstanding warrants and options, PBIO's total issued and outstanding securities, on a fully diluted basis, shall be valued at $30 million at $2.50.
Financing	GSS shall raise a minimum of $8 million up to a maximum of $15 million (the maximum financing shall include any over-subscription amount of 20%) at a minimum of $2.50 (the "Financing").

Closing Conditions	Closing Conditions shall be defined as (i) closing the Financing, from which a total of $5 million from the financing proceeds shall eliminate convertible loans of PBIO, and up to an additional $3 million over the minimum raised and to be raised within 120 days, subject to the resolution of certain debts and liabilities of PBIO may be used for the payment of said debts and liabilities of PBIO; (ii) funding Availa Bio's operations for the next 6 months after closing (approx. $3 million) (iii) a bridge loan of $500,000 for CWX, to be applied to the amount of working capital to be raised from the minimum financing, shall be completed within 30 days from the execution of this Binding Letter of Intent and (iv) agreement to change incorporation of Availa Bio from Massachusetts to Nevada.
Skin Science Labs	Availa Bio shall enter into an exclusive management agreement ("Management Agreement") in which Availa Bio shall receive a management fee of 5% on all gross sales of Skin Science Labs from all distribution channels, including but not limited to, QVC, Amazon, digital platforms etc. Availa Bio shall enter into an irrevocable exclusive right for 12 months to purchase from Skin Science Labs stockholders 100% of Skin Science Labs for $30 million (70% in stock, 30% in cash) and the stock shall be Preferred Stock convertible into $21 million of stock equivalents at $2.50 ("Exclusive Buy-Out"). It is also agreed that all revenue over $700,000 per month from Skin Science Labs (less the Management Fee) shall be applied to the cash portion of the Exclusive Buy-Out at a rate of 75% from sales until such time the Exclusive Buy Out is exercised. Example, if Skin Science Labs generates a total of $1.4 million in sales for a month, $525,000 shall be applied to cash portion owed on the Exclusive Buy-Out.
Capitalization of Availa Bio:	PBIO and CWX, prior to Closing, shall provide to each other a fully detailed capitalization table.
Best Efforts and Cooperation:	The Parties agree to mutually cooperate and negotiate in good faith the terms and conditions of the Definitive Agreements that will incorporate the terms and conditions of this Term Sheet together with such additional representations, warranties, covenants, terms and conditions respecting the Transaction and all related matters as are generally usual and customary. Each of the Parties shall use and exercise reasonable commercial efforts, taking all reasonable, ordinary and necessary measures to ensure a timely Closing.

Exclusive Dealing:

Until the earlier of June 30, 2020 or the signing of a definitive agreement memorializing the terms and conditions of this Term Sheet, neither PBIO nor CWX shall enter into any agreement, discussion, or negotiation with, or provide information to, any other consulting firm, investment banking firm, or any other person, or solicit, encourage, entertain, or consider any inquiries or proposals, with respect to financing, the issuance of securities, a reverse merger transaction, or any other transaction intended to sell a controlling interest in PBIO or in CWX to a new single or organized group of owners. The Parties hereby agree that this provision shall be binding on them. PBIO and CWX each also agrees not to enter into any material business transactions, hire any additional employees, put out any press releases or enter into any other material business events without the consent of Jim Morrison.

Conduct of Business:

Prior to the closing of the transactions contemplated herein, the parties will conduct their operations so as to not issue, or enter into any agreements for the future issuance of any capital stock or grant any options with respect to their capital stock, nor will they make any distributions, incur any debt, dividends or other payments to any affiliate or shareholders of the party, except in accordance to an agreed upon budget (the "Budget"). Within 3 days from the signing of this Letter of Intent, PBIO and CWX will agree on a bi-weekly Budget and either party will be allowed to fund this Budget on terms with the consent of Jim Morrison.

Closing

The Closing of the Transaction shall be conditioned on the satisfaction of customary closing conditions including, but not limited to, the following: (1) execution and delivery of all required definitive instruments and agreements including, but not limited to, the merger agreement; (2) obtaining all necessary board, shareholder and third party consents; (3) there being no material adverse event since the date of the Financial Statements; and (4) satisfactory completion by PBIO and CWX of all business, technical and legal due diligence. Whether the Transaction is or is not consummated, each of PBIO and CWX will pay its own fees and expenses (including those of their representatives) and any fee for advice or opinions incurred in connection with their respective due diligence investigations and the negotiation, preparation, execution and delivery of this Term Sheet and the Definitive Agreement.

Garden State Securities, Inc.

Garden State Securities, Inc. "GSS" shall act as the exclusive placement agent on all financings for this Transaction and shall also receive a fee equal to 5% of the total value of the Transaction, payable in stock.

Governing Law:

This letter of intent and all matters relating to or arising out of the proposed transactions and the other transactions contemplated hereby and the rights of the parties (sounding in contract, tort, or otherwise) will be governed by and construed and interpreted under the laws of the State of New York, without regard to conflicts of laws principles that would require the application of any other law.

Confidentiality:	All information and documentation furnished by any party hereto shall be treated as the sole property of the party furnishing the information or documentation until consummation of the Reverse Merger. If the Transaction shall not occur, each party shall return to the party which furnished such information or documents all materials containing, reflecting, or referring to such information or documentation and all copies thereof. The Parties hereby agree that this provision shall be binding on them.
Press Release:	No press release or public announcement of this Term Sheet shall be made without the consent of all parties. Any press release or public announcement (other than filings with the SEC) regarding the Transaction shall subject to the reasonable agreement of the parties.

EXECUTION

Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Term Sheet; and, (ii) it is duly authorized and empowered to execute and deliver this Term Sheet. This Term Sheet shall be governed by and construed in accord with the laws of the State of New York.

It is expressly understood and acknowledged by executing this Letter of Intent that there will be required the filing of a Current Report on Form 8-K with the SEC and that a Press Release regarding this transaction may also be issued by each of the Parties. The Parties each agree to provide a draft of each such document to the other Party for reasonable review prior to dissemination.

This Term Sheet may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. Any photographic, photocopy, or similar reproduction copy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Term Sheet.

BY:	______________________	BY:	______________________
NAME:	______________________	NAME:	______________________
TITLE:	______________________	TITLE:	______________________
DATED:	______________________	DATED:	______________________

Exhibit 10.2

FIRST AMENDMENT TO BINDING ACQUISITION LETTER OF INTENT

THIS FIRST AMENDMENT TO BINDING ACQUISITION LETTER OF INTENT (this "Amendment"), effective as of the 6th day of July 2020 (the "Effective Date"), is made by and between Pressure BioSciences, Inc., a Massachusetts corporation ("PBIO") and Cannaworx, Inc., a Nevada corporation ("CWX").

WITNESSETH:

WHEREAS, PBIO and CWX entered into that certain Binding Acquisition Letter of Intent dated April 29, 2020 (the "Binding LOI") pursuant to which the parties agreed to negotiate definitive documentation to enter into a merger or acquisition pursuant to which CWX will become a wholly owned subsidiary of PBIO (the "Transaction");

WHEREAS, pursuant to the Binding Agreement provision of the Binding LOI, either party could terminate the Binding LOI if definitive documentation regarding the Transaction was not executed by June 30, 2020;

WHEREAS, pursuant to the Exclusive Dealing provision of the Binding LOI, the exclusivity period with regards to each of PBIO and CWX being prohibited from negotiating a controlling interest transaction with any third party expired on June 30, 2020; and

WHEREAS, PBIO and CWX wish to extend the June 30, 2020 deadline to July 31, 2020 withtwo 30-day automatic extensions.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Amendment and in the Binding LOI, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto mutually agree and covenant as follows:

1. **Capitalized Terms**. All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Binding LOI.

2. **Extension of June 30, 2020 Date**. The June 30, 2020 deadline in the Binding Agreement and Exclusive Dealing provisions of the Binding LOI is hereby extended to July 31, 2020 with two 30-day automatic extensions.

3 . **<u>Additional Covenants</u>**. During the Extension Period, a bridge loan of no more than $300,000 per month will be provided to CWX which will be applied to the amount of working capital to be raised from minimum financing.

4 . **<u>Governing Law</u>**. This Amendment shall be construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of New York.

5 . **<u>Severability</u>**. If any provision of this Amendment, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to such persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

6 . **<u>Counterparts</u>**. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

7 . **<u>Continuing Effect of Binding LOI</u>**. Except as modified by this Amendment, the Binding LOI shall continue in full force and effect in accordance with its terms. To the extent of any conflict between the terms of this Amendment and the terms of the Binding LOI, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Effective Date.

PRESSURE BIOSCIENCES, INC.,
a Massachusetts corporation

By: ______________________
Richard T. Schumacher, CEO

CANNAWORX, INC.,
a Nevada corporation

By: ______________________
__________, CEO

Exhibit 10.3

	U.S. Small Business Administration	**Date: 06.25.2020**
	Note	**Loan Amount: $150,000.00**
	(Secured Disaster Loans)	**Annual Interest Rate: 3.75%**

SBA Loan # 4135758009 **Application #3300065448**

1. **PROMISE TO PAY:** In return for a loan, Borrower promises to pay to the order of SBA the amount of **one hundred and fifty thousand and 00/100 Dollars ($150,000.00)**, interest on the unpaid principal balance, and all other amounts required by this Note.

2. **DEFINITIONS: A)** "Collateral" means any property taken as security for payment of this Note or any guarantee of this Note. **B)** "Guarantor" means each person or entity that signs a guarantee of payment of this Note. **C)** "Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

3. **PAYMENT TERMS:** Borrower must make all payments at the place SBA designates. Borrower may prepay this Note in part or in full at any time, without notice or penalty. Borrower must pay principal and interest payments of **$731.00** every **month** beginning **Twelve (12)** months from the date of the Note. SBA will apply each installment payment first to pay interest accrued to the day SBA receives the payment and will then apply any remaining balance to reduce principal. All remaining principal and accrued interest is due and payable **Thirty (30) years** from the date of the Note.

4. **DEFAULT:** Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower: **A)** Fails to comply with any provision of this Note, the Loan Authorization and Agreement, or other Loan Documents; **B)** Defaults on any other SBA loan; **C)** Sells or otherwise transfers, or does not preserve or account to SBA's satisfaction for, any of the Collateral or its proceeds; **D)** Does not disclose, or anyone acting on their behalf does not disclose, any material fact to SBA; **E)** Makes, or anyone acting on their behalf makes, a materially false or misleading representation to SBA; **F)** Defaults on any loan or agreement with another creditor, if SBA believes the default may materially affect Borrower's ability to pay this Note; **G)** Fails to pay any taxes when due; **H)** Becomes the subject of a proceeding under any bankruptcy or insolvency law; **I)** Has a receiver or liquidator appointed for any part of their business or property; **J)** Makes an assignment for the benefit of creditors; **K)** Has any adverse change in financial condition or business operation that SBA believes may materially affect Borrower's ability to pay this Note; **L)** Dies; **M)** Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without SBA's prior written consent; or, **N)** Becomes the subject of a civil or criminal action that SBA believes may materially affect Borrower's ability to pay this Note.

5. **SBA'S RIGHTS IF THERE IS A DEFAULT:** Without notice or demand and without giving up any of its rights, SBA may: **A)** Require immediate payment of all amounts owing under this Note; **B)** Have recourse to collect all amounts owing from any Borrower or Guarantor (if any); **C)** File suit and obtain judgment; **D)** Take possession of any Collateral; or **E)** Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. **SBA'S GENERAL POWERS:** Without notice and without Borrower's consent, SBA may: **A)** Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses; **B)** Collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If SBA incurs such expenses, it may demand immediate reimbursement from Borrower or add the expenses to the principal balance; **C)** Release anyone obligated to pay this Note; **D)** Compromise, release, renew, extend or substitute any of the Collateral; and **E)** Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. **FEDERAL LAW APPLIES:** When SBA is the holder, this Note will be interpreted and enforced under federallaw, including SBA regulations. SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. **GENERAL PROVISIONS: A)** All individuals and entities signing this Note are jointly and severally liable. **B)** Borrower waives all suretyship defenses. **C)** Borrower must sign all documents required at any time to comply with the Loan Documents and to enable SBA to acquire, perfect, or maintain SBA's liens on Collateral. **D)** SBA may exercise any of its rights separately or together, as many times and in any order it chooses. SBA may delay or forgo enforcing any of its rights without giving up any of them. **E)** Borrower may not use an oral statement of SBA to contradict or alter the written terms of this Note. **F)** If any part of this Note is unenforceable, all other parts remain in effect. **G)** To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that SBA did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale. **H)** SBA may sell or otherwise transfer this Note.

9. **MISUSE OF LOAN FUNDS:** Anyone who wrongfully misapplies any proceeds of the loan will be civilly liableto SBA for one and one- half times the proceeds disbursed, in addition to other remedies allowed by law.

10. **BORROWER'S NAME(S) AND SIGNATURE(S):** By signing below, each individual or entity acknowledges and accepts personal obligation and full liability under the Note as Borrower.

Pressure BioSciences, Inc.

Richard Schumacher, Owner/Officer

U.S. Small Business Administration
Security Agreement

SBA Loan #:	4135758009
Borrower:	Pressure BioSciences, Inc.
Secured Party:	**The Small Business Administration, an Agency of the U.S. Government**
Date:	06.25.2020
Note	Amount: $150,000.00

1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

2. GRANT OF SECURITY INTEREST.

For value received, the Borrower grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a Note dated 06.25.2020, made by Pressure BioSciences, Inc. , made payable to Secured Lender, in the amount of $150,000.00 ("Note"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Borrower in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted includes the following property that Borrower now owns or shall acquire or create immediately upon the acquisition or creation thereof: all tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto.

5. RESTRICTIONS ON COLLATERAL TRANSFER.

Borrower will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Borrower's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Borrower may sell inventory in the ordinary course of business on customary terms. Borrower may collect and use amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.

Borrower must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Borrower hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Borrower must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loss Payable Clause in favor of Secured Party. Borrower hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Borrower's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

7. CHANGES TO BORROWER'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Borrower must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Borrower will pay for the preparation and filing of all documents Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. PERFECTION OF SECURITY INTEREST.

Borrower consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Borrower must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Borrower will pay the filing and recording costs of any documents relating to Secured Party's security interest. Borrower ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Borrower will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

9. DEFAULT.

Borrower is in default under this Agreement if: (a) Borrower fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Borrower makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a “default” under the Obligations occurs. In the event of default and if Secured Party requests, Borrower must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Borrower or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Borrower waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

10. FEDERAL RIGHTS.

When SBA is the holder of the Note, this Agreement will be construed and enforced under federal law, including SBA regulations. Secured Party or SBA may use state or local procedures for filing papers, recording documents, giving notice, enforcing security interests or liens, and for any other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Borrower may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

11. GOVERNING LAW.

Unless SBA is the holder of the Note, in which case federal law will govern, Borrower and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Borrower is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

12. SECURED PARTY RIGHTS.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party’s ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party’s actions or inactions caused or in any way contributed to such loss or damage.

13. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

14. BORROWER CERTIFICATIONS.

Borrower certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Borrower's name and not in the name of any other organization or individual; (c) Borrower has the legal authority to grant the security interest in the Collateral; (d) Borrower's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; (g) Borrower has read and understands the meaning and effect of all terms of this Agreement.

15. BORROWER NAME(S) AND SIGNATURE(S).

By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Borrower under this Agreement.

Pressure BioSciences, Inc.

________________________ Date: 06.25.2020

Richard Schumacher, Owner/Officer

EXHIBIT 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Richard T. Schumacher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pressure BioSciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiary, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Dated: August 14, 2020

/s/ Richard T. Schumacher

Richard T. Schumacher
President and Chief Executive Officer
Principal Financial Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Richard T. Schumacher, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Pressure BioSciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rule 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiary, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: August 14, 2020

/s/ Richard T. Schumacher

Richard T. Schumacher
Principal Financial Officer

EXHIBIT 32.1

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

In connection with the Quarterly Report on Form 10-Q of Pressure BioSciences, Inc., a Massachusetts corporation (the "Company") for the period ended June 30, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard T. Schumacher, President and Chief Executive Officer of the Company, do hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) that:

(1) The Report of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2020

By: */s/ Richard T. Schumacher*
Richard T. Schumacher
President & Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to Pressure BioSciences, Inc. and will be retained by Pressure BioSciences, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

In connection with the Quarterly Report on Form 10-Q of Pressure BioSciences, Inc., a Massachusetts corporation (the "Company") for the period ended June 30, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Richard T. Schumacher, Principal Financial Officer of the Company, do hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) that:

(1) The Report of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2020

By: */s/ Richard T. Schumacher*
Richard T. Schumacher
President & Chief Executive Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Pressure BioSciences, Inc. and will be retained by Pressure BioSciences, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.