

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**Current Report Pursuant  
to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) September 30, 2011

**PRESSURE BIOSCIENCES, INC.**

(Exact Name of Registrant as Specified in its Charter)

MASSACHUSETTS

(State or Other Jurisdiction of Incorporation)

0-21615

04-2652826

(Commission File Number)

(IRS Employer Identification No.)

14 Norfolk Avenue, South Easton, MA

02375

(Address of Principal Executive Offices)

(Zip Code)

(508) 230-1828

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions ( *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

**Item 1.01 Entry into a Material Definitive Agreement.**

On or about September 30, 2011, 46 of the 47 holders of both the outstanding Series A Convertible Preferred Stock, par value \$0.01 per share (the "Series A Preferred Stock") and Series A 30-Month Common Stock Purchase Warrants, issued in the Series A Convertible Preferred Stock financing completed by Pressure BioSciences, Inc. (the "Company") in February 2009 (the "Series A Warrants"), voluntarily converted an aggregate of 247,187 shares of Series A Preferred Stock into 2,471,870 shares of the Company's Common Stock, \$0.01 par value per share (the "Common Stock"). In connection with this conversion into Common Stock, the Company entered into Amendment No. 2 to the Series A Warrants (the "Series A Warrant Amendment") with the 46 holders under which the Series A Warrants were amended to reduce the exercise price from \$1.74 to \$0.90 and to extend the term of the Series A Warrants until August 12, 2016 and, with respect to affiliates, August 12, 2015. Following the conversion of the Series A Preferred Stock by such holders, there remain 13,948 shares of Series A Preferred Stock outstanding.

Also on or about September 30, 2011, all 34 of the holders of the outstanding Series B Convertible Preferred Stock, par value \$0.01 per share (the "Series B Preferred Stock") and the Series B Stock Purchase Warrants (the "Series B Warrants"), issued in the Series B Convertible Preferred Stock financing completed by the Company in November 2009 and March 2010, voluntarily converted an aggregate of 82,831 shares of Series B Preferred Stock into 828,310 shares of the Company's Common Stock. In connection with this conversion into Common Stock, the Company entered into Amendment No. 2 to the Series B Warrants (the "Series B Warrant Amendment") with each of the holders, under which the Series B Warrants were amended to reduce the exercise price from \$2.38 to \$1.43, for Series B Warrants issued in November 2009, and from \$2.88 to \$1.75, for Series B Warrants issued in March 2010 and to extend the term of the Series B Warrants until August 12, 2016 and, with respect to affiliates, August 12, 2015. Following the conversion of the Series B Preferred Stock by such holders, there are no longer any shares of the Series B Preferred Stock outstanding.

As previously disclosed in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on August 11, 2011, all outstanding Series B Warrants were amended at that time to provide that they were exercisable for that number of shares of Common Stock of the Company into which the shares of Series B Preferred Stock subject to the Series B Warrant were previously convertible, with a per share exercise price equal to one-tenth of the original exercise price.

In connection with the Series A Warrant Amendment and the Series B Warrant Amendment, the holders of the Series A Warrants and Series B Warrants also waived all registration rights they may have with respect to the Company's Common Stock through September 30, 2012.

The Series A Warrant Amendment and the Series B Warrant Amendment are filed as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

---

**Item 9.01**

**Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Exhibit Description</b>
4.1	Amendment No. 2 to 30-Month Common Stock Purchase Warrant.
4.2	Amendment No. 2 to Series B Convertible Preferred Stock Purchase Warrant.

---

**SIGNATURES**

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

Dated: October 6, 2011

**PRESSURE BIOSCIENCES, INC.**

By: \_\_\_/s/ Richard T. Schumacher \_\_\_  
Richard T. Schumacher,  
President and Chief Executive Officer

---

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Exhibit Description</b>
4.1	Amendment No. 2 to 30-Month Common Stock Purchase Warrant.
4.2	Amendment No. 2 to Series B Convertible Preferred Stock Purchase Warrant.

## Amendment No. 2 to 30-Month Common Stock Purchase Warrant

AMENDMENT NO. 2 TO 30-MONTH COMMON STOCK PURCHASE WARRANT (“*Amendment*”) is made as of the \_\_\_ day of September, 2011 by and among Pressure BioSciences, Inc., a Massachusetts corporation (the “*Company*”) and the holder listed on the signature page attached hereto (the “*Holder*”) [and the transferee listed on the signature page attached hereto (the “*Transferee*”) of any shares of Preferred Stock (as defined below) originally purchased by the Holder directly from the Company]1. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Warrant (as defined below).

WHEREAS, the Holder currently holds Warrant No. B-[ ] to purchase [ ] shares (the “*Warrant Shares*”) of Common Stock, \$0.01 par value, of the Company (the “*Common Stock*”), as amended by that certain Amendment No. 1 to 30-Month Common Stock Purchase Warrant between the Company and the Holder dated August \_\_, 2011 (as so amended, the “*Warrant*”).

WHEREAS, the Warrant is due to expire on August 11, 2012 (the “*Termination Date*”), at which time the Warrant will terminate and no longer be exercisable;

WHEREAS, contingent upon the voluntary conversion of all of the shares of the Series A Convertible Preferred Stock, \$0.01 par value (the “*Preferred Stock*”) held by the Holder [and/or the Transferee, as the case may be,]1 the Company and the Holder desire to (i) extend the Termination Date to August 12, 20162 and (ii) reduce the exercise price of the Warrant to from \$1.74 to \$0.90;

WHEREAS, Section 6(j) of the Warrant provides that the Warrant may be modified or amended or the provisions thereof waived with the written consent of the Company and the Holder; and

WHEREAS, the Holder [and/or the Transferee, as the case may be,]1 [is/are] party to that certain Registration Rights Agreement dated February 12, 2009 by and among the Company and the purchasers named therein (the “*Registration Rights Agreement*”).

NOW, THEREFORE, in consideration of the Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to amend the Warrant as follows:

1. As of the Effective Date (as defined in Section 2 below), the Warrant is hereby amended as follows:

a. “Termination Date” as set forth in the first sentence of the Warrant shall mean August 12, 20162, or sooner in accordance with Section 3(b) or Section 5(c) of the Warrant.

b. Section 2(b) of the Warrant shall be amended and restated in its entirety as follows:

“b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$0.90, subject to adjustment hereunder (the “Exercise Price”).”

c. Section 3(a) of the Warrant shall be amended and restated in its entirety as follows:

“a) Adjustments for Stock Splits. If the Company, at any time while this Warrant is outstanding: (A) subdivides outstanding shares of Common Stock into a larger number of shares, (B) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (C) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the effective date of such subdivision, combination or re-classification.”

2. Effective Date. This Amendment shall be effective upon the earlier of (i) the date that the Holder [and/or the Transferee, as the case may be,]1 voluntary convert all of the shares of Preferred Stock held by the Holder [and/or the Transferee, as the case may be]1 (the “*Requisite Conversion*”) or (ii) if the Holder does not hold any shares of Preferred Stock and has previously converted all shares of Preferred Stock originally purchased by the Holder directly from the Company, the date hereof (the “*Effective Date*”).

3. Expiration of Offer to Amend. Notwithstanding anything to the contrary contained herein, this Amendment shall not become effective and shall have no force or effect if the Holder [and/or the Transferee, as the case may be] do[es] not return a signed copy of this Amendment to the Company on or before to September 26, 2011, or such later date as the Company may determine in its sole discretion.

4. Conversion of Preferred Stock. The Holder [and/or the Transferee, as the case may be] hereby notif(y)(ies) the Company, pursuant to Section A.4.3 of the Company’s Second Amended and Restated Certificate of Designation to the Company’s Restated Articles of Organization, as amended, that the Holder [and/or the Transferee, as the case may be] hereby elect(s) to convert all of the shares of Preferred Stock held by the Holder [and/or the Transferee, as the case may be]. The Holder [and/or the Transferee, as the case may be] shall deliver the original stock certificates representing such shares of Preferred Stock to the Company together with this Amendment. The certificates representing the shares of Common Stock into which such shares of Preferred Stock are converted shall be issued in the names and amounts specified by the Holder [and/or the Transferee, as the case may be] on Schedule A hereto.

5. Payment of Dividends. Within [60] days of the Requisite Conversion, the Company shall pay the Holder [or the Transferee, as the case may be,]1 in shares of Common Stock an amount equal to any dividends accrued but unpaid on the shares of Preferred Stock so converted.

6. Waiver of Registration Rights. The Holder [and/or the Transferee, as the case may be], for himself and all of [his/their respective] successors and assigns, hereby waives any and all rights to which the Holder [and/or the Transferee, as the case may be] is entitled under the Registration Rights Agreement as well as any other benefits or enforcement rights arising from, relating to, or contained in the

Registration Rights Agreement to which he may be entitled in connection with any Registration (as defined in the Registration Rights Agreement) of the Company's securities filed on or before the first anniversary of the date of this Amendment (collectively, the "**Covered Registrations**"). The Holder **[and/or the Transferee, as the case may be]**, for himself and all of **[his/their respective]** successors and assigns, hereby releases the Company from any and all of its obligations for the benefit of Holder arising from, or related to, the Registration Rights Agreement solely in connection with the Covered Registrations.

7. Amended and Restated Warrant. Upon the request of the Holder and receipt by the Company of the original Warrant, the Company will provide the Holder with an Amended and Restated Warrant, reflecting the amendments described herein.

8. Full Force and Effect. Except as amended hereby, the Warrant shall remain in full force and effect in accordance with its original terms.

9. Governing Law. This Amendment is governed by the laws of the Commonwealth of Massachusetts.

*Remainder of Page Intentionally Left Blank*

---

<sup>1</sup> Include for Holders who transferred Preferred Stock that is now held by people who do not hold warrants.

<sup>2</sup> August 12, 2015 for Affiliates.

---

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to 30-Month Common Stock Purchase Warrant as of the date first written above.

**PRESSURE BIOSCIENCES, INC.**

By: \_\_\_\_\_  
Name: Richard T. Schumacher  
Title: President and Chief Executive Officer

**HOLDER**

By:  
Purchaser:  
Name of Signatory:  
Title of Signatory:  
Dated:

**TRANSFEROR: <sup>3</sup>**

By:  
Transferee:  
Name of Signatory:  
Title of Signatory:  
Dated:

---

<sup>3</sup> Include for Holders who transferred Preferred Stock that is now held by people who do not hold warrants.

---



Schedule A

Direction for Issuance of Conversion Shares

Name	Number of Shares

## Amendment No. 2 to Series B Preferred Stock Purchase Warrant

AMENDMENT NO. 2 TO SERIES B PREFERRED STOCK PURCHASE WARRANT ("*Amendment*") is made as of the \_\_\_ day of September, 2011 by and among Pressure BioSciences, Inc., a Massachusetts corporation (the "*Company*") and the holder listed on the signature page attached hereto (the "*Holder*"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Warrant (as defined below).

WHEREAS, the Holder currently holds Warrant No. C-[ ] to purchase [ ] shares (the "*Warrant Shares*") of Common Stock, \$0.01 par value, of the Company (the "*Common Stock*") as amended by Amendment No. 1 to Series B Preferred Stock Purchase Warrant (the "*Warrant*").

WHEREAS, by Amendment No. 1 to the Series B Preferred Stock Purchase Warrant, the Warrants were previously amended to provide that, among other things, the Warrants would be exercisable for 10 shares of Common Stock for each share of Series B Convertible Preferred Stock for which such warrants were originally exercisable;

WHEREAS, the Warrant is due to expire on August 11, 2012 (the "*Termination Date*"), at which time the Warrant will terminate and no longer be exercisable;

WHEREAS, contingent upon the voluntary conversion of all of the shares of the Series B Convertible Preferred Stock, \$0.01 par value (the "*Preferred Stock*") held by the Holder, the Company and the Holder desire to (i) extend the Termination Date to August 12, 2016<sup>1</sup> and (ii) reduce the exercise price of the Warrant to from \$[ ]<sup>2</sup> to \$[ ]<sup>3</sup>;

WHEREAS, Section 6(j) of the Warrant provides that the Warrant may be modified or amended or the provisions thereof waived with the written consent of the Company and the Holder; and

WHEREAS, the Holder is party to that certain Registration Rights Agreement dated November 18, 2009 by and among the Company and the purchasers named therein (the "*Registration Rights Agreement*").

NOW, THEREFORE, in consideration of the Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree to amend the Warrant as follows:

1. As of the Effective Date (as defined in Section 2 below), the Warrant is hereby amended as follows:

a. "Termination Date" as set forth in the first sentence of the Warrant shall mean August 12, 2016,<sup>1</sup> or sooner in accordance with Section 3(b) or Section 5(b) of the Warrant.

b. Section 2(b) of the Warrant shall be amended and restated in its entirety as follows:

"b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$[ ]<sup>4</sup>, subject to adjustment hereunder (the "Exercise Price")."

c. Section 3(a) of the Warrant shall be amended and restated in its entirety as follows:

"a) Adjustments for Stock Splits. If the Company, at any time while this Warrant is outstanding: (A) subdivides outstanding shares of Common Stock into a larger number of shares, (B) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (C) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the effective date of such subdivision, combination or re-classification."

2. Effective Date. This Amendment shall be effective upon the earlier of (i) the date that the Holder voluntarily converts all of the shares of Preferred Stock held by the Holder (the "*Requisite Conversion*") or (ii) if the Holder does not hold any shares of Preferred Stock and has previously converted all shares of Preferred Stock originally purchased by the Holder directly from the Company, the date hereof (the "*Effective Date*").

3. Conversion of Preferred Stock. The Holder hereby notifies the Company, pursuant to Section B.4.3 of the Company's Second Amended and Restated Certificate of Designation to the Company's Restated Articles of Organization, as amended, that the Holder hereby elects to convert all of the shares of Preferred Stock held by the Holder. The Holder shall deliver the original stock certificates representing such shares of Preferred Stock to the Company together with this Amendment. The certificates representing the shares of Common Stock into which such shares of Preferred Stock are converted shall be issued in the names and amounts specified by the Holder on Schedule A hereto.

4. Expiration of Offer to Amend. Notwithstanding anything to the contrary contained herein, this Amendment shall not become effective and shall have no force or effect if the Holder does not return a signed copy of this Amendment to the Company prior to September 26, 2011, or such later date as the Company may determine in its sole discretion.

5. Waiver of Registration Rights. The Holder, for himself and all of his successors and assigns, hereby waives any and all rights to which the Holder is entitled under the Registration Rights Agreement as well as any other benefits or enforcement rights arising from, relating to, or contained in the Registration Rights Agreement to which he may be entitled in connection with any Registration (as defined in the Registration Rights Agreement) of the Company's securities filed on or before the first anniversary of the date of this Amendment (collectively, the

“**Covered Registrations**”). The Holder, for himself and all of his successors and assigns, hereby releases the Company from any and all of its obligations for the benefit of Holder arising from, or related to, the Registration Rights Agreement solely in connection with the Covered Registrations.

6. Payment of Dividends. Within **[60]** days of the Requisite Conversion, the Company shall pay the Holder in cash an amount equal to any dividends accrued but unpaid on the shares of Preferred Stock so converted.

7. Amended and Restated Warrant. Upon the request of the Holder and receipt by the Company of the original Warrant, the Company will provide the Holder with an Amended and Restated Warrant, reflecting the amendments described herein.

8. Full Force and Effect. Except as amended hereby, the Warrant shall remain in full force and effect in accordance with its original terms.

9. Governing Law. This Amendment is governed by the laws of the Commonwealth of Massachusetts.

*Remainder of Page Intentionally Left Blank*

---

<sup>1</sup> August 12, 2015 for Affiliates.

<sup>2</sup> \$2.38 for Tranche 1 investors or \$2.88 for Tranche 2 investors.

<sup>3</sup> \$1.43 for Tranche 1 investors or \$1.75 for Tranche 2 investors.

<sup>4</sup> \$1.43 for Tranche 1 investors or \$1.75 for Tranche 2 investors.

---

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Series B Preferred Stock Purchase Warrant as of the date first written above.

**PRESSURE BIOSCIENCES, INC.**

By: \_\_\_\_\_  
Name: Richard T. Schumacher  
Title: President and Chief Executive Officer

**HOLDER**

By:  
Holder:  
Name of Signatory:  
Title of Signatory:  
Dated:

---

Schedule A

Direction for Issuance of Conversion Shares

Name	Number of Shares