

**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) April 6, 2012

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))
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Item 1.01 Entry into a Material Definitive Agreement.

Placement Agency Agreement. On April 6, 2012, Pressure BioSciences, Inc. (the “Company”) entered into a Placement Agency Agreement (the “Placement Agency Agreement”) with Ladenburg Thalmann & Co. Inc. (the “Placement Agent”), pursuant to which the Placement Agent agreed to act as the Company’s exclusive placement agent for the registered public offering (the “Offering”) of up to \$500,000 of shares of Series E Convertible Preferred Stock, \$0.01 par value per share (the “Series E Preferred Stock”) (which are convertible into shares of Common Stock, \$0.01 par value per share (the “Common Stock”).

The Placement Agent did not purchase or sell any shares, nor is it required to arrange the purchase or sale of any minimum number or dollar amount of shares. The Placement Agent agreed to use its best efforts to arrange for the sale of all of the shares being offered in the Offering. In connection with the Offering, the Placement Agent will receive a cash fee equal to 8% of the gross proceeds of the Offering. The Company has agreed to indemnify the Placement Agent against certain liabilities, including liabilities under the Securities Act of 1933, as amended. The Company may also be required to contribute to payments the Placement Agent may be required to make in respect of such liabilities. The Placement Agency Agreement contains certain customary representations, warranties and covenants of the Company, and certain customary conditions to closing of the Offering.

The foregoing is only a brief description of the material terms of the Placement Agency Agreement, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the Placement Agency Agreement that is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein.

Stock Purchase Agreement. In connection with the Offering, the Company entered into a Stock Purchase Agreement, dated April 6, 2012 (the “Purchase Agreement”) with Ironridge BioPharma Co., a division of Ironridge Global IV, Ltd. (“Ironridge”), pursuant to which Ironridge has agreed to purchase all of the 500 shares of Series E Preferred Stock offered by the Company in the Offering at a purchase price of \$1,000 per share. The closing of the Offering is expected to occur on or about April 11, 2012 upon compliance with all closing conditions, including the Company’s receipt of the aggregate purchase price from Ironridge. The Purchase Agreement contains customary representations, warranties and covenants of each of the parties to the other. The Company has agreed to indemnify Ironridge against certain liabilities, including those relating to a breach of the Company’s representations, warranties and covenants in the Purchase Agreement and those arising in connection with the transactions contemplated by the Purchase Agreement.

For a period of 45 days following the date of the Purchase Agreement, the Company has agreed with Ironridge not to enter into any financing transaction with anyone other than Ironridge, with the exception of any financing transactions with commercial banks or government agencies, and any financing transactions of up to \$500,000 with natural persons which do not include a variable rate component, a required minimum dividend payment or a make-whole provision. Under the Purchase Agreement, among other restrictions, for as long as Ironridge holds any shares of Series E Preferred Stock or Common Stock, Ironridge has agreed not to (i) vote any shares of Common Stock owned or controlled by it, (ii) acquire any additional securities of the Company which would result in its beneficial ownership of more than 9.99% of the total outstanding Common Stock, (iii) cause the Company to engage in any extraordinary corporate transaction, (iv) cause the Company to change its current board of directors or management, or (v) change the Company’s business. Ironridge has also agreed not to engage in or effect, directly or indirectly, any short sale within one year following the closing under the Purchase Agreement, .

The net proceeds from the sale of the shares of Series E Preferred Stock, after deducting the fees and expenses of the Placement Agent and other expenses payable by the Company is estimated to be approximately \$395,000. The Company currently intends to use the net proceeds for general working capital needs and for repayment of up to \$50,000 of the amount outstanding under the Company’s existing debt.

The foregoing is only a brief description of the material terms of the Purchase Agreement, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the form of Stock Purchase Agreement that is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein. The terms of the Series E Preferred Stock are described under Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year, below, which description is incorporated by reference herein.

Rights Agreement Amendment. In connection with the Offering, the Placement Agency Agreement and the Purchase Agreement, the Company entered into Amendment No. 3 to Rights Agreement dated April 3, 2012 between the Company and Computershare Trust N.A. (the “Rights Agreement Amendment”), which amends the Rights Agreement between the Company and Computershare Trust N.A., as amended (the “Rights Agreement”), to provide that no shareholder will be deemed to be an Acquiring Person (as defined in the Rights Agreement) under the Rights Agreement as a result of purchasing securities from the Company pursuant to the Purchase Agreement in the Offering.

The foregoing is only a brief description of the material terms of the Rights Agreement Amendment, does not purport to be a complete description of the rights and obligations of the parties thereunder, and is qualified in its entirety by reference to the Rights Agreement Amendment that is filed as Exhibit 4.1 to this Current Report on Form 8-K and incorporated by reference herein.

Additional Information Relating to the Offering. The Offering is being made only by means of a prospectus, copies of which may be obtained from Ladenburg Thalmann & Co. Inc., Prospectus Department, 520 Madison Avenue, 9th Floor, New York, New York, 10022, telephone: 212-409-2000. Electronic copies of the prospectus are available on the Securities and Exchange Commission's Website at www.sec.gov.

The Series E Preferred Stock and the shares of Common Stock underlying the Series E Preferred Stock are being offered pursuant to an effective registration statement. This Current Report on Form 8-K does not constitute an offer to sell these securities or a solicitation of an

offer to buy these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

On April 9, 2012, the Company issued a press release with respect to the Offering, the Placement Agency Agreement and the Purchase Agreement. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

Effective on April 6, 2012, the Company amended its Restated Articles of Organization, as amended, by filing with the Secretary of the Commonwealth of The Commonwealth of Massachusetts Articles of Amendment (the "Amended Articles") to create a new series of preferred stock, designated "Series E Convertible Preferred Stock," par value \$0.01 per share.

Each share of Series E Preferred Stock is convertible at any time by the holder into approximately 980 shares of Common Stock, which is determined by dividing the stated value of the Series E Preferred Stock of \$1,000 by the conversion price of \$1.02 per share of Common Stock. Upon conversion, the holder will also receive a make-whole adjustment equal to all accrued but unpaid dividends and dividends that otherwise would be due through the fifth anniversary, and under certain circumstances, the fourth anniversary, of the original issue date of the Series E Preferred Stock (the "Make-Whole Adjustment"). The Company may require the holders of the Series E Preferred Stock to convert their shares into Common Stock, subject to certain limitations on the number of shares of Series E Preferred Stock to be converted at any time, if the average volume weighted average price of the Common Stock exceeds \$2.00 per share for 20 of 25 consecutive trading days, and certain other conditions are met. The holder will be prohibited, however, from converting the Series E Preferred Stock into shares of Common Stock if, as a result of such conversion, the holder, together with its affiliates, would own more than 9.99% of the total number of shares of Common Stock then issued and outstanding.

The Series E Preferred Stock will accrue dividends at a rate of 10.5% per year of the stated value of the Series E Preferred Stock, subject to increase if the closing bid price of the Common Stock falls below \$0.65 per share, up to a maximum rate of 18% per year, and subject to decrease if the closing bid price of the Common Stock rises above \$1.20 per share, down to a minimum rate of 2% per year. The dividends are payable annually, at Company's option, in cash or shares of Common Stock.

The Company may redeem the Series E Preferred Stock at any time for cash at a redemption price of \$1,000 per share, plus any accrued but unpaid dividends and the Make-Whole Adjustment, if any.

If the trading price of the Common Stock is at least \$2.00 per share at any time on any date prior to the fifth anniversary of the original issue date of the Series E Preferred Stock, the Make-Whole Adjustment will be equal to all accrued but unpaid dividends that would otherwise be due through the fourth anniversary of the original issue date of the Series E Preferred Stock.

Shares of Common Stock used to pay dividends or the Make-Whole Adjustment will be valued at 85% of the volume weighted average price of the shares of Common Stock on the trading day immediately prior to the day on which the dividend or Make-Whole Payment is electronically issued to the holders of the Series E Preferred Stock.

Shares of Series E Preferred Stock will generally have no voting rights, except with respect to the issuance of any preferred stock that is not junior to the Series E Preferred Stock, changes in the Series E Preferred Stock and except as required by law.

In the event of the Company's liquidation, dissolution, or winding up, for so long as the holders of Series E Preferred Stock continue to hold at least 50% of the number of shares of Series E Preferred Stock originally issued, such holders will receive a payment equal to \$1,000 per share of Series E Preferred Stock plus accrued and unpaid dividends before any proceeds are distributed to the holders of Common Stock. After the holders of Series E Preferred Stock no longer holds at least 50% of the number of shares of Series E Preferred Stock originally issued, the holders will receive the liquidation amount of \$1,000 per share of Series E Preferred Stock plus accrued and unpaid dividends on a proportionate and *pari passu* basis with the holders of Common Stock.

The foregoing is only a brief description of the material terms of the Amended Articles and the Series E Preferred Stock, does not purport to be a complete description of the terms thereof, and is qualified in its entirety by reference to the Amended Articles that are filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 9.01

Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Description
3.1	Articles of Amendment to the Company's Restated Articles of Organization, as amended
4.1	Amendment No. 3 to Rights Agreement dated April 3, 2012 between the Company and Computershare Trust N.A.
5.1	Legal Opinion Relating to Prospectus Supplement dated April 9, 2012 to the Company's Registration Statement on Form S-3 (Registration No. 333-176828)
10.1	Placement Agency Agreement between the Placement Agent and the Company, dated April 6, 2012
10.2	Securities Purchase Agreement between the Purchaser and the Company dated April 6, 2012
99.1	Press Release

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: April 9, 2012

PRESSURE BIOSCIENCES, INC.

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

EXHIBIT INDEX

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AMENDMENT NO. 3

TO

RIGHTS AGREEMENT

This Amendment No. 3 (this "Amendment"), dated April 3, 2012 and effective as of April 2, 2012 ("Effective Date"), to the Rights Agreement dated as of February 27, 2003, between Pressure BioSciences, Inc. (formerly known as Boston Biomedica, Inc.), a Massachusetts corporation (the "Company"), and Computershare Trust Company, N.A., a federally chartered trust company, successor-in-interest to Computershare Trust Company, Inc., a Colorado corporation (the "Rights Agent"), as amended by Amendment No. 1 to Rights Agreement, dated as of April 16, 2004 and Amendment No. 2 to Rights Agreement dated as of November 8, 2011 (as so amended, the "Rights Agreement"). Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Rights Agreement.

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company may prior to a Section 11(a)(ii) Event supplement or amend the Rights Agreement without the approval of any holders of the Rights;

WHEREAS, the board of directors of the Company has approved a certain offering (the "Offering") of shares of a new series of convertible preferred stock of the Company to be designated as Series E Convertible Preferred Stock, \$.01 par value per share (the "Series E Preferred Stock").

WHEREAS, the purchase of Series E Preferred Stock by certain purchasers in the Offering may cause such purchasers to be deemed to be an "Acquiring Person" under the Rights Agreement, which would trigger certain events pursuant to the terms of the Rights Agreement.

WHEREAS, at the Board of Directors of the Company has determined that it is in the best interest of the Company to amend the Rights Agreement prior to the Company consummating the Offering so that purchasers in the Offering do not become Acquiring Persons under the Rights Agreement as a result of actions taken in connection with the Offering.

WHEREAS, the Company now desires to amend the Rights Agreement as set forth in this Amendment, and pursuant to Section 27 of the Rights Agreement, the Company hereby directs that the Rights Agreement should be amended as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

1. AMENDMENT OF FIRST SUBPARAGRAPH OF SECTION 1. The definition of "Acquiring Person," in Section 1 is hereby amended and restated so that such subparagraph reads in its entirety as follows:

"Acquiring Person" shall mean any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of 15% or more of the Common Shares of the Company then outstanding, but shall not include an Exempt Person. Notwithstanding the foregoing, (1) no Person shall become an "Acquiring Person" as the result of an acquisition of Common Shares by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person to 15% or more of the Common Shares of the Company then outstanding; PROVIDED, HOWEVER, that if a Person shall so become the Beneficial Owner of 15% or more of the Common Shares of the Company then outstanding by reason of an acquisition of Common Shares by the Company and shall, after such share purchases by the Company, become the Beneficial Owner of an additional 1% of the outstanding Common Shares of the Company, then such Person shall be deemed to be an "Acquiring Person"; (2) if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph, has become such inadvertently (including, without limitation, because (i) such Person was unaware that it Beneficially Owned a percentage of Common Shares that would otherwise cause such Person to be an "Acquiring Person" or (ii) such Person was aware of the extent of its Beneficial Ownership of Common Shares but had no actual knowledge of the consequences of such Beneficial Ownership under this Agreement) and without any intention of changing or influencing control of the Company, and such Person divests as promptly as practicable a sufficient number of Common Shares so that such Person would no longer be an "Acquiring Person," as defined pursuant to the foregoing provisions of this paragraph, then such Person shall not be deemed to have become an "Acquiring Person" for any purposes of this Agreement; (3) an underwriter or underwriters which become the Beneficial Owner of 15% or more of the Common Shares of the Corporation then outstanding in connection with an underwritten offering with a view to the distribution of such Common Shares shall not become an "Acquiring Person" hereunder; (4) the term "Acquiring Person" shall not include any Person who is the Beneficial Owner of 15% or more of the Common Shares of the Company on February 27, 2003 until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional Common Shares; (5) the term "Acquiring Person" shall not include Seracare Life Sciences, Inc. (the "Prospective Buyer") if and only if the Prospective Buyer shall become the Beneficial Owner of 15% or more of the Common Shares of the Company then outstanding as a result of (i) the execution and delivery of the Asset Purchase Agreement by and among the Company, BBI Biotech Research Laboratories, Inc., and Prospective Buyer which has been authorized and approved by the Board of Directors of the Company at the meeting of the Board of Directors held on April 15, 2004, as such agreement may be amended from time to time (the "Asset Purchase Agreement"), (ii) the execution of the voting agreements (the "Voting Agreements") with each of Richard T. Schumacher and Richard Kiphardt (together with related parties), (iii) the granting of proxies to vote Common Shares of the Company by each of Richard T. Schumacher and Richard Kiphardt (together with related parties) to the Prospective Buyer pursuant to the Voting Agreements, and (iv) the consummation of the transactions under the Asset Purchase Agreement and the taking of actions under the Voting Agreements; (6) the term "Acquiring Person" shall not include (i) any Person who becomes the Beneficial Owner of 15% or more of the Common Shares of the Company as a result of purchasing securities from the Company pursuant to that certain Securities Purchase Agreement, dated November 8, 2011, between the Company and the purchasers named therein (the "Securities Purchase

Agreement”) until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional Common Shares; (ii) any Person who is the Beneficial Owner of 15% or more of the Common Shares of the Company who would otherwise become an Acquiring Person Company as a result of purchasing securities from the Company pursuant to the Securities Purchase Agreement until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional Common Shares; or (iii) any Person who would otherwise be deemed to be an Acquiring Person as a result of entering into a Voting Agreement (as defined in the Securities Purchase Agreement); and (7) the term “Acquiring Person” shall not include (i) any Person who becomes the Beneficial Owner of 15% or more of the Common Shares of the Company as a result of purchasing securities from the Company pursuant to that certain Securities Purchase Agreement, dated April 4, 2012, between the Company and the purchasers named therein (the “Series E Securities Purchase Agreement”) until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional Common Shares; or (ii) any Person who is the Beneficial Owner of 15% or more of the Common Shares of the Company who would otherwise become an Acquiring Person Company as a result of purchasing securities from the Company pursuant to the Series E Securities Purchase Agreement until such time thereafter as such Person shall become the Beneficial Owner (other than by means of a stock dividend or stock split) of any additional Common Shares. For purposes of this Agreement, any calculation of the number of Common Shares outstanding at any particular time, including for purposes of determining the particular percentage of outstanding Common Shares of which any Person is the Beneficial Owner, shall be made in accordance with the last sentence of Rule 13d-3(d)(1)(i) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as in effect on the date of this Agreement. “Affiliate” and “Associate” shall have the respective meanings ascribed to such terms in Rule 12b-2 under the Exchange Act, as in effect on the date of this Agreement.”

2. REAFFIRMATION OF RIGHTS AGREEMENT. Except as specifically amended by this Amendment shall remain in full force and effect.

3. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all of which together shall constitute one and the same instrument. A signature to this Amendment transmitted electronically shall have the same authority, effect, and enforceability as an original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date.

PRESSURE BIOSCIENCES, INC.

By: /s/ Richard T Schumacher
Name: Richard T. Schumacher
Title: President and Chief Executive Officer

COMPUTERSHARE TRUST COMPANY, N.A.

By: /s/ Ian Yewer
Name: Ian Yewer
Title: President

15th Floor, Oliver Street Tower
125 High Street
Boston, MA 02110-2736
617.204.5100
Fax 617.204.5150

April 9, 2012

Pressure BioSciences, Inc.
14 Norfolk Avenue
South Easton, Massachusetts 02375
Pressure BioSciences, Inc.
14 Norfolk Avenue
South Easton, Massachusetts 02375

Re: Registration Statement on Form S-3 (333-176828)

Ladies and Gentlemen:

Reference is made to our legal opinion dated September 13, 2011 and included as Exhibit 5.1 to the Registration Statement on Form S-3 (Registration No. 333-176828) filed with the Securities and Exchange Commission (the "**Commission**") on September 13, 2011 (the "**Registration Statement**") by Pressure BioSciences, Inc., a Massachusetts corporation (the "**Company**"), under the Securities Act of 1933, as amended (the "**Securities Act**"). We are rendering this supplemental legal opinion in connection with the prospectus supplement (the "**Prospectus Supplement**") dated April 9, 2012 to the Registration Statement, relating to the offer and sale by the Company of 500 shares of Series E Convertible Preferred Stock, par value \$0.01 per share, of the Company (the "**Preferred Shares**") pursuant to a Securities Purchase Agreement dated April 6, 2012 (the "**Agreement**") among the Company and the Purchaser signatory thereto (the "**Purchaser**"). We also are rendering this supplemental legal opinion in connection with the offering of up to an aggregate of 1,113,033 shares of common stock, par value \$0.01 per share (the "**Common Stock**") issuable upon conversion of the Preferred Shares (the "**Conversion Shares**") and issuable in lieu of cash payment of dividends on the Preferred Shares, including a make-whole adjustment (the "**Dividend Shares**"), together with an equal number of rights (the "**Rights**") issuable pursuant to that certain Rights Agreement dated February 27, 2003, between the Company and Computershare Trust Company, as amended (the "**Rights Agreement**"), providing, in effect, for the delivery of a Right, along with each share of Common Stock issued by the Company (the Preferred Shares, Conversion Shares, Dividend Shares and Rights being referred to collectively as the "**Securities**").

You have requested that we render the opinions set forth in this letter and we are furnishing this legal opinion pursuant to the requirements of Item 601(b)(5) of Regulation S-K promulgated by the Commission under the Securities Act.

In connection with this legal opinion, we have examined the following documents (collectively, the "**Documents**"): (1) the Registration Statement, (2) the exhibits to the Registration Statement, (3) the Prospectus Supplement, (4) the Agreement, (5) a specimen stock certificate for the Preferred Shares, (6) the Rights Agreement, (7) the Company's Restated Articles of Organization, as amended, including the Certificate of Designation of Preferences, Rights and Limitations of Series E Convertible Preferred Stock (the "**Charter**"), and Amended and Restated Bylaws, as amended (the "**Bylaws**"), as in effect on the date hereof, (8) the corporate records and resolutions of the Company relating to the proceedings of the Board of Directors of the Company relating to the Registration Statement, the Prospectus Supplement and the transactions contemplated by the Agreement, and (9) a certificate of officers of the Company certifying as to the Charter, Bylaws, resolutions of the Board of Directors, incumbency of officers and certain factual matters.

For purposes of this legal opinion, we have assumed, without any investigation, (1) the legal capacity of each natural person, (2) the full power and authority of each entity and person other than the Company to execute, deliver and perform each document heretofore executed and delivered or hereafter to be executed and delivered and to do each other act heretofore done or hereafter to be done by such entity or person, (3) the due authorization by each entity or person other than the Company of each document heretofore executed and delivered or hereafter to be executed and delivered and to do each other act heretofore done or to be done by such entity or person, (4) the due execution and delivery by each entity or person other than the Company of each document heretofore executed and delivered or hereafter to be executed and delivered by such entity or person, (5) the legality, validity, binding effect and enforceability of each document heretofore executed and delivered or hereafter to be executed and delivered by each entity or person other than the Company and of each other act heretofore done or hereafter to be done by such entity or person, (6) the genuineness of each signature on, and the completeness of each document submitted to us as an original, (7) the conformity to the original of each document submitted to us as a copy, (8) the authenticity of the original of each document submitted to us as a copy, (9) the completeness, accuracy and proper indexing of all governmental and judicial records searched and (10) there has been no modification of any provision of any document, no waiver of any right or remedy and no exercise of any right or remedy other than in a commercially reasonable and conscionable manner and in good faith. We have also assumed that the Preferred Shares and the Conversion Shares and Dividend Shares will be issued against payment of valid consideration under applicable law.

We have, without independent investigation, relied upon the representations and warranties of the various parties as to matters of objective fact contained in the Documents.

We have not made any independent review or investigation of orders, judgments, rules or other regulations or decrees by which the Company or any of its property may be bound, nor have we made any independent investigation as to the existence of actions, suits, investigations or proceedings, if any, pending or threatened against the Company.

The opinions expressed herein are based solely upon: (1) our review of the Documents; (2) discussions with those of our attorneys who have devoted substantive attention to the matters contained herein; and (3) such review of published sources of law as we have

deemed necessary.

Our opinions contained herein are limited to the laws of The Commonwealth of Massachusetts, including the statutory provisions and reported judicial decisions interpreting these laws, and the federal law of the United States of America.

We express no legal opinion upon any matter other than those explicitly addressed in numbered paragraphs 1 through 4 below, and our express opinions therein contained shall not be interpreted to be an implied opinion upon any other matter.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, we are of the opinion that:

1. The Preferred Shares have been duly authorized and, when issued and delivered by the Company against payment therefor as set forth in the Agreement, will be validly issued, fully paid and non-assessable.

2. The Conversion Shares have been duly authorized and, when issued and delivered by the Company upon conversion of the Preferred Shares in accordance with the Charter, will be validly issued, fully paid and non-assessable.

3. The Dividend Shares have been duly authorized and, when issued and delivered by the Company in accordance with the Charter, will be validly issued, fully paid and non-assessable

4. The Rights have been duly authorized and, when issued and delivered by the Company as set forth in the Rights Agreement, will be validly issued, fully paid and non-assessable.

We assume no obligation to supplement this legal opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

We hereby consent to the filing of this legal opinion with the Commission and the incorporation by reference of this legal opinion into the Registration Statement and to the reference of our firm under the caption "Legal Matters" in the Prospectus Supplement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

As counsel to the Company, we have furnished this opinion in connection with the Registration Statement and the filing of the Prospectus Supplement. This opinion is to be used only in connection with the offer and sale of the Securities while the Registration Statement is in effect. Except as otherwise set forth herein, this opinion may not be used, circulated, quoted or otherwise referred to for any purpose or relied upon by any other person without our express written permission.

Very truly yours,

/s/ Pepper Hamilton LLP

Pepper Hamilton LLP

PLACEMENT AGENCY AGREEMENT

April 6, 2012

Ladenburg Thalmann & Co. Inc.
4400 Biscayne Blvd
14th Floor
Miami, Florida 33137

Ladies and Gentlemen:

Introduction. Subject to the terms and conditions herein (this "Agreement"), Pressure BioSciences, Inc., a Massachusetts corporation (the "Company"), hereby agrees to sell up to an aggregate of \$500,000 of registered securities (the "Securities") of the Company, consisting of shares (the "Shares") of the Company's Series E Convertible Preferred Stock, par value \$0.01 per share (the "Preferred Stock"), and the shares of the Company's common stock, par value \$0.01 per share, (the "Common Stock") issuable upon conversion thereof (the "Underlying Shares" and together with the Shares, the "Securities"), directly to various investors (each, an "Investor" and, collectively, the "Investors") through Ladenburg Thalmann & Co. Inc., as placement agent ("Ladenburg" or the "Placement Agent"). The Placement Agent may retain other brokers or dealers to act as sub-agents or selected-dealers on its behalf in connection with the Offering (as defined below).

The Company hereby confirms its agreement with the Placement Agent as follows:

Section 1. Agreement to Act as Placement Agent.

(a) On the basis of the representations, warranties and agreements of the Company herein contained, and subject to all the terms and conditions of this Agreement, the Placement Agent shall be the exclusive Placement Agent in connection with the offering and sale by the Company of the Securities from time to time pursuant to the Company's registration statement on Form S-3 (File No.333-176828) (the "Registration Statement"), with the terms of such offering (the "Offering") to be subject to market conditions and negotiations between the Company and the prospective Investors. The Placement Agent will act on a reasonable best efforts basis and the Company agrees and acknowledges that there is no guarantee of the successful placement of the Securities, or any portion thereof, in the prospective Offering. Under no circumstances will the Placement Agent or any of its "Affiliates" (as defined below) be obligated to underwrite or purchase any of the Securities for its own account or otherwise provide any financing. The Placement Agent shall act solely as the Company's agent and not as principal. The Placement Agent shall have no authority to bind the Company with respect to any prospective offer to purchase Securities and the Company shall have the sole right to accept offers to purchase Securities and may reject any such offer, in whole or in part. Subject to the terms and conditions hereof, payment of the purchase price for, and delivery of, the Securities shall be made at one or more closings (each a "Closing" and the date on which each Closing occurs, a "Closing Date"). As compensation for services rendered, on each Closing Date, the Company shall pay to the Placement Agent the fees and expenses set forth below:

(i) A cash fee equal to 8% of the gross proceeds received by the Company from the sale of the Securities at the Closing.

(b) The term of the Placement Agent's exclusive engagement will be until the earlier of (i) 6 months from the date hereof or (ii) completion of the Offering (the "Exclusive Term"); provided, however, that a party hereto may terminate the engagement at any time upon 10 days written notice to the other party. Notwithstanding anything to the contrary contained herein, the provisions concerning confidentiality, indemnification and contribution contained herein and the Company's obligations contained in the indemnification provisions will survive any expiration or termination of this Agreement, and the Company's obligation to pay fees actually earned and payable and to reimburse expenses actually incurred and reimbursable pursuant to Section 1 hereof and which are permitted to be reimbursed under FINRA Rule 5110(f)(2)(D), will survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to limit the ability of the Placement Agent or its Affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with Persons (as defined below) other than the Company. As used herein (i) "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind and (ii) "Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended (the "Securities Act").

Section 2. Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and covenants to the Placement Agent as of the date hereof, and as of each Closing Date, as follows. For the purposes of this Section 2, "Knowledge of the Company" shall mean the actual knowledge that was, or would reasonably be expected to be, obtained after due inquiry of all executive officers, directors and key employees of the Company:

(a) Securities Law Filings. The Company has filed with the Securities and Exchange Commission (the "Commission") the Registration Statement under the Securities Act, which was filed on September 13, 2011 and declared effective on September 26, 2011 for the registration of the Securities. At the time of such filing, the Company met the requirements of Form S-3 under the Securities Act. Following the determination of pricing among the Company and the prospective Investors introduced to the Company by the Placement Agent, the Company will file with the Commission pursuant to Rule 424(b) under the Securities Act, and the rules and regulations (the "Rules and Regulations") of the Commission promulgated thereunder, a prospectus supplement relating to the terms of the Offering and of the Securities and the plan of distribution thereof and will advise the Placement Agent of all further information (financial and other) with respect to the Company required to be set forth therein. Such registration statement, at any given time, including the exhibits thereto filed at such time, as amended at such time, is hereinafter called the "Registration Statement"; such prospectus in the form in which it appears in the Registration Statement is hereinafter called the "Base Prospectus"; and the amended or supplemented form of prospectus relating to the Securities, in the form in which it will be filed with the Commission pursuant to

Rule 424(b) (including the Base Prospectus as so amended or supplemented) is hereinafter called the “Prospectus Supplement.” The Registration Statement at the time it originally became effective is hereinafter called the “Original Registration Statement.” Any reference in this Agreement to the Registration Statement, the Original Registration Statement, the Base Prospectus or the Prospectus Supplement shall be deemed to refer to and include the documents incorporated by reference therein (the “Incorporated Documents”), if any, which were filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), at any given time, as the case may be; and any reference in this Agreement to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Original Registration Statement, the Base Prospectus or the Prospectus Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the date of this Agreement, or the issue date of the Base Prospectus or the Prospectus Supplement, as the case may be, deemed to be incorporated therein by reference. All references in this Agreement to financial statements and schedules and other information that is “contained,” “included,” “described,” “referenced,” “set forth” or “stated” in the Registration Statement, the Base Prospectus or the Prospectus Supplement (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information that is or is deemed to be incorporated by reference in the Registration Statement, the Base Prospectus or the Prospectus Supplement, as the case may be. The Company has not received any notice that the Commission has issued or intends to issue a stop order suspending the effectiveness of the Registration Statement or the use of the Base Prospectus or the Prospectus Supplement or intends to commence a proceeding for any such purpose.

(b) Assurances. The Original Registration Statement, as amended, (and any further documents to be filed with the Commission) contains all exhibits and schedules as required by the Securities Act. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the Securities Act and the Exchange Act and the applicable Rules and Regulations and did not and, as amended or supplemented, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Base Prospectus, and the Prospectus Supplement, each as of its respective date, comply or will comply in all material respects with the Securities Act and the Exchange Act and the applicable Rules and Regulations. Each of the Base Prospectus and the Prospectus Supplement, as amended or supplemented, did not and will not contain as of the date thereof any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Incorporated Documents, if any, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the applicable Rules and Regulations, and none of such documents, when they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein (with respect to Incorporated Documents incorporated by reference in the Base Prospectus or Prospectus Supplement), in light of the circumstances under which they were made not misleading; and any further documents so filed and incorporated by reference in the Base Prospectus or Prospectus Supplement, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and the applicable Rules and Regulations, as applicable, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. No post-effective amendment to the Registration Statement reflecting any facts or events arising after the date thereof which represent, individually or in the aggregate, a fundamental change in the information set forth therein is required to be filed with the Commission. There are no documents required to be filed with the Commission in connection with the transaction contemplated hereby that (x) have not been filed as required pursuant to the Securities Act or (y) will not be filed within the requisite time period. There are no contracts or other documents required to be described in the Base Prospectus, or Prospectus Supplement, or to be filed as exhibits or schedules to the Registration Statement, that have not been described or filed as required. The Company is eligible to use free writing prospectuses in connection with the Offering pursuant to Rules 164 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable Rules and Regulations. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or behalf of or used by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable Rules and Regulations. The Company will not, without the prior consent of the Placement Agent, prepare, use or refer to, any free writing prospectus.

(c) Offering Materials. The Company has delivered, or will as promptly as practicable deliver, to the Placement Agent complete conformed copies of the Registration Statement and of each consent and certificate of experts, as applicable, filed as a part thereof, and conformed copies of the Registration Statement (without exhibits), the Base Prospectus, and the Prospectus Supplement, as amended or supplemented, in such quantities and at such places as the Placement Agent reasonably requests. Neither the Company nor any of its directors and officers has distributed and none of them will distribute, prior to the Closing Date, any offering material in connection with the Offering and sale of the Securities other than the Base Prospectus, the Prospectus Supplement, the Registration Statement, copies of the documents incorporated by reference therein and any other materials permitted by the Securities Act.

(d) Subsidiaries. All of the direct and indirect subsidiaries of the Company (the “Subsidiaries”) are set forth in Schedule 2(d). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any liens, charges, security interests, encumbrances, rights of first refusal, preemptive rights or other restrictions (collectively, “Liens”), and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(e) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective articles of organization and bylaws. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement or any other agreement entered into between the Company and the Investors, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or

otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement or the transactions contemplated under the agreement among the Company and the Investors for the purchase and sale of the Securities (the "Securities Purchase Agreement") (any of (i), (ii) or (iii), a "Material Adverse Effect") and, to the Knowledge of the Company, no an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened ("Proceeding") has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(f) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and the Securities Purchase Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby and under the Securities Purchase Agreement have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Company's Board of Directors (the "Board of Directors") or the Company's stockholders in connection therewith other than in connection with the Required Approvals (as defined below). This Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(g) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement, the issuance and sale of the Securities and the consummation by it of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's articles of organization or bylaws, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect.

(h) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person (as defined in the Securities Purchase Agreement) in connection with the execution, delivery and performance by the Company of this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement, other than: (i) the filing with the Commission of the Prospectus Supplement and a Current Report on Form 8-K disclosing the material terms of the transactions contemplated by the Prospectus Supplement, (ii) application(s) to the OTC Markets Group for the listing of the Securities for trading on the OTCQB Marketplace or other OTC Market as applicable (the "Trading Market") in the time and manner required thereby and (iii) such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(i) Issuance of the Securities; Registration. The Shares are duly authorized and, when issued and paid for in accordance with the Prospectus Supplement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Underlying Shares are duly authorized, and when issued in accordance with the terms of the Shares, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the number of shares of Common Stock issuable pursuant to the conversion of the Shares.

(j) Capitalization. Except as set forth in Schedule 2(j), the capitalization of the Company is as set forth in the Incorporated Documents. Except as set forth in Schedule 2(j), the Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans and pursuant to the conversion and/or exercise of securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time any Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock ("Common Stock Equivalents") outstanding as of the date of the most recently filed periodic report under the Exchange Act. Except as a result of the sale of the Securities pursuant to the Securities Purchase Agreement and as set forth on Schedule 2(j), no Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement. Except as a result of the purchase and sale of the Securities and as set forth on Schedule 2(j), there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. Except as set forth in the on Schedule 2(j), the issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Investors) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. Except as set forth in the SEC Reports (as defined below), there are no stockholders agreements, voting agreements or other similar agreements with

respect to the Company's capital stock to which the Company is a party or, to the Knowledge of the Company, between or among any of the Company's stockholders.

(k) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with the Prospectus and the Prospectus Supplement, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the Rules and Regulations with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(l) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof or as set forth in Schedule 2(l), (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by the Prospectus Supplement or disclosed in the Securities Purchase Agreement or as set forth in Schedule 2(l), no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective business, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day prior to the date that this representation is made.

(m) Litigation. To the Knowledge of the Company, there is no action, suit, inquiry, notice of violation, proceeding or investigation pending, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor, within the five (5) years prior to the date of this Agreement, any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. To the Knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(n) Labor Relations. No material labor dispute exists or, to the Knowledge of the Company, is imminent with respect to any of the employees of the Company, which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the Knowledge of the Company, no executive officer of the Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) to the Knowledge of the Company, is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(p) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports as being currently conducted, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (“Material Permits”), and neither the Company nor any Subsidiary has received any written notice of proceedings relating to the revocation or modification of any Material Permit.

(q) Title to Assets. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance.

(r) Patents and Trademarks. The Company and the Subsidiaries have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights as described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the “Intellectual Property Rights”). Except as set forth on Schedule 2(r), none of, and neither the Company nor any Subsidiary has received a notice (written or otherwise) that any of, the Intellectual Property Rights has expired, terminated or been abandoned, or is expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement. Neither the Company nor any Subsidiary has received, since the date of the latest audited financial statements included within the SEC Reports, a written notice of a claim or otherwise has any knowledge that the Intellectual Property Rights violate or infringe upon the rights of any Person, except as would not have a Material Adverse Effect. To the Knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(s) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary for companies in similar businesses and of similar size, stage of development and financial resources as the Company and its Subsidiaries, including, but not limited to, directors and officers insurance coverage, up to \$1,000,000. To the Knowledge of the Company, the Company and its Subsidiaries will be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

(t) Transactions With Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company and, to the Knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the Knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(u) Sarbanes-Oxley; Internal Accounting Controls. The Company is in compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof, and any and all applicable Rules and Regulations that are effective as of the date hereof and as of each Closing Date. Except as set forth in the SEC Reports, the Company and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management’s general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management’s general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms. The Company’s certifying officers have evaluated the effectiveness of the Company’s disclosure controls and procedures as of the end of the period covered by the Company’s most recently filed periodic report under the Exchange Act (such date, the “Evaluation Date”). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company’s internal control over financial reporting (as such term is defined in the Exchange Act) that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

(v) Certain Fees. Except as set forth in the Prospectus Supplement, no brokerage or finder’s fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement. The Investors shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 2(v) that may be due in connection with the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement.

(w) Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an “investment company” within the meaning of the Investment Company Act of

1940, as amended. The Company shall conduct its business in a manner so that it will not become an “investment company” subject to registration under the Investment Company Act of 1940, as amended.

(x) Registration Rights. Except as set forth in the SEC Reports, no Person has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company.

(y) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to the Knowledge of the Company is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth in the SEC Reports and the Prospectus Supplement, the Company has not, in the 12 months preceding the date hereof, received notice from the Nasdaq Stock Market to the effect that the Company is not in compliance with the listing or maintenance requirements thereof. On April 5, 2012, the Company was delisted from the Nasdaq Stock Market, and on April 5, 2012, commenced quotation on the Trading Market. The Company is in compliance with all listing and maintenance requirements of the Trading Market.

(z) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company’s certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Investors as a result of the Investors and the Company fulfilling their obligations or exercising their rights under this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement, including without limitation as a result of the Company’s issuance of the Securities and the Investors’ ownership of the Securities.

(aa) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by this Agreement and the transactions contemplated pursuant to the Securities Purchase Agreement, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Investors or their agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the Prospectus Supplement. The Company understands and confirms that the Investors will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Investors regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the twelve months preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made and when made, not misleading.

(bb) No Integrated Offering. Assuming the accuracy of the Investors’ representations and warranties set forth in Section 3.2 of the Securities Purchase Agreement, neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this Offering to be integrated with prior offerings by the Company for purposes of any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(cc) Indebtedness. Based upon the Company’s current financial projections, the Company believes that its current cash resources, together with the maximum amount for which the Securities are being offered pursuant to the Prospectus Supplement, will be sufficient to fund its operations until May 2012. Schedule 2(cc) sets forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, “Indebtedness” means (x) any liabilities for borrowed money or amounts owed in excess of \$50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company’s balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of \$50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

(dd) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and each Subsidiary (i) has made or filed all United States federal and state income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and to the Knowledge of the Company there is no reasonable basis for any such claim.

(ee) Foreign Corrupt Practices. Neither the Company, nor to the Knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(ff) Accountants. The Company’s accounting firm is set forth in the Incorporated Documents. To the Knowledge of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act. Such accounting firm has not notified the Company in writing that it would not express its opinion with respect to the financial statements to be included in

the Company's Annual Report for the year ending December 31, 2012.

(gg) Regulation M Compliance. The Company has not, and to the Knowledge of the Company no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities, (ii) sold, bid for, purchased, or, paid any compensation for soliciting purchases of, any of the Securities, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), compensation paid to the Company's placement agent in connection with the Offering of the Securities.

(hh) Office of Foreign Assets Control. Neither the Company nor, to the Knowledge of the Company, any director, officer, agent, employee or affiliate of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

(ii) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Investor's request.

(jj) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries or Affiliates is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries or Affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or Affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(kk) Money Laundering. The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the Knowledge of the Company, threatened.

(ll) Certificates. Any certificate signed by an officer of the Company and delivered to the Placement Agent or to counsel for the Placement Agent shall be deemed to be a representation and warranty by the Company to the Placement Agent as to the matters set forth therein.

(mm) Reliance. The Company acknowledges that the Placement Agent will rely upon the accuracy and truthfulness of the foregoing representations and warranties and hereby consents to such reliance.

(n n) Forward-Looking Statements. No forward-looking statements (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in either the Registration Statement, the Base Prospectus or the Prospectus Supplement has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(o o) Statistical or Market-Related Data. Any statistical, industry-related and market-related data included or incorporated by reference in the Registration Statement, the Base Prospectus or the Prospectus Supplement, are based on or derived from sources that the Company reasonably and in good faith believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(p p) FINRA Affiliations. There are no affiliations with any FINRA member firm among the Company's officers, directors or, to the knowledge of the Company, any five percent (5%) or greater stockholder of the Company.

Section 3. Delivery and Payment. Each Closing shall occur at the offices of the Placement Agent (or at such other place as shall be agreed upon by the Placement Agent and the Company). Subject to the terms and conditions hereof, at each Closing payment of the purchase price for the Shares sold on such Closing Date shall be made by Federal Funds wire transfer, against delivery of such Shares, and such Shares shall be registered in such name or names and shall be in such denominations, as the Investors may request at least one business day before the time of purchase (as defined below).

Deliveries of the documents with respect to the purchase of the Shares, if any, shall be made at the offices of Placement Agent. All actions taken at a Closing shall be deemed to have occurred simultaneously.

Section 4. Covenants and Agreements of the Company. The Company further covenants and agrees with the Placement Agent as follows:

(a) Registration Statement Matters. The Company will advise the Placement Agent promptly after it receives notice thereof of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to any Prospectus Supplement or any amended Prospectus Supplement has been filed and will furnish the Placement Agent with copies thereof. The Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 14 or 15(d) of the Exchange Act subsequent to the date of any Prospectus Supplement and for so long as the delivery of a prospectus is required in connection with the Offering. The Company will advise the Placement Agent, promptly after it receives notice thereof (i) of any request by the Commission to amend the Registration Statement or to amend or supplement any Prospectus Supplement or for additional information, and (ii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or any order directed at any Incorporated Document, if any, or any amendment or supplement thereto or any order preventing or suspending the use of the Base Prospectus or any Prospectus Supplement or any amendment or supplement thereto or any post-effective amendment to the

Registration Statement, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the institution or threatened institution of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or a Prospectus Supplement or for additional information. The Company shall use its commercially reasonable efforts to prevent the issuance of any such stop order or prevention or suspension of such use. If the Commission shall enter any such stop order or order or notice of prevention or suspension at any time, the Company will use its commercially reasonable efforts to obtain the lifting of such order at the earliest possible moment, or will file a new registration statement and use its commercially reasonable efforts to have such new registration statement declared effective as soon as practicable. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430A, 430B and 430C, as applicable, under the Securities Act, including with respect to the timely filing of documents thereunder, and will use its commercially reasonable efforts to confirm that any filings made by the Company under such Rule 424(b) are received in a timely manner by the Commission.

(b) Blue Sky Compliance. The Company will cooperate with the Placement Agent and the Investors in endeavoring to qualify the Securities for sale under the securities laws of such jurisdictions (United States and foreign) as the Placement Agent and the Investors may reasonably request and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose, provided the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent, and provided further that the Company shall not be required to produce any new disclosure document other than a Prospectus Supplement. The Company will, from time to time, prepare and file such statements, reports and other documents as are or may be required to continue such qualifications in effect for so long a period as the Placement Agent may reasonably request for distribution of the Securities. The Company will advise the Placement Agent promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Securities for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its commercially reasonable efforts to obtain the withdrawal thereof at the earliest possible moment.

(c) Amendments and Supplements to a Prospectus Supplement and Other Matters. The Company will comply with the Securities Act and the Exchange Act, and the Rules and Regulations, so as to permit the completion of the distribution of the Securities as contemplated in this Agreement, the Incorporated Documents and any Prospectus Supplement. If during the period in which a prospectus is required by law to be delivered in connection with the distribution of Securities contemplated by the Incorporated Documents or any Prospectus Supplement (the “Prospectus Delivery Period”), any event shall occur as a result of which, in the judgment of the Company or in the opinion of the Placement Agent or counsel for the Placement Agent, it becomes necessary to amend or supplement the Incorporated Documents or any Prospectus Supplement in order to make the statements therein, in the light of the circumstances under which they were made, as the case may be, not misleading, or if it is necessary at any time to amend or supplement the Incorporated Documents or any Prospectus Supplement or to file under the Exchange Act any Incorporated Document to comply with any law, the Company will promptly prepare and file with the Commission, and furnish at its own expense to the Placement Agent and to dealers, an appropriate amendment to the Registration Statement or supplement to the Registration Statement, the Incorporated Documents or any Prospectus Supplement that is necessary in order to make the statements in the Incorporated Documents and any Prospectus Supplement as so amended or supplemented, in the light of the circumstances under which they were made, as the case may be, not misleading, or so that the Registration Statement, the Incorporated Documents or any Prospectus Supplement, as so amended or supplemented, will comply with law. Before amending the Registration Statement or supplementing the Incorporated Documents or any Prospectus Supplement in connection with the Offering, the Company will furnish the Placement Agent with a copy of such proposed amendment or supplement and will not file any such amendment or supplement to which the Placement Agent reasonably objects.

(d) Copies of any Amendments and Supplements to a Prospectus Supplement. The Company will furnish the Placement Agent, without charge, during the period beginning on the date hereof and ending on the later of the last Closing Date of the Offering, as many copies of the Incorporated Documents and any Prospectus Supplement and any amendments and supplements thereto (including any Incorporated Documents, if any) as the Placement Agent may reasonably request.

(e) Free Writing Prospectus. The Company covenants that it will not, unless it obtains the prior written consent of the Placement Agent, make any offer relating to the Securities that would constitute a Company free writing prospectus or that would otherwise constitute a “free writing prospectus” (as defined in Rule 405 of the Securities Act) (a “Company Free Writing Prospectus”) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act. In the event that the Placement Agent expressly consents in writing to any such free writing prospectus (a “Permitted Free Writing Prospectus”), the Company covenants that it shall (i) treat each Permitted Free Writing Prospectus as a Company Free Writing Prospectus, and (ii) comply with the requirements of Rule 164 and 433 of the Securities Act applicable to such Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(f) Transfer Agent. The Company will maintain, at its expense, a registrar and transfer agent for the Common Stock.

(g) Earnings Statement. As soon as practicable and in accordance with applicable requirements under the Securities Act, but in any event not later than 18 months after the last Closing Date, the Company will make generally available to its security holders and to the Placement Agent an earnings statement, covering a period of at least 12 consecutive months beginning after the last Closing Date, that satisfies the provisions of Section 11(a) and Rule 158 under the Securities Act.

(h) Periodic Reporting Obligations. During the Prospectus Delivery Period, the Company will duly file, on a timely basis, with the Commission and the Trading Market all reports and documents required to be filed under the Exchange Act within the time periods and in the manner required by the Exchange Act.

(i) Additional Documents. The Company will enter into any subscription, purchase or other customary agreements as the Placement Agent or the Investors deem necessary or appropriate to consummate the Offering and which subscription, purchase or other customary agreements are reasonably acceptable to the Company, all of which will be in form and substance reasonably acceptable to the Placement Agent and the Investors. The Company agrees that the Placement Agent may rely upon, and each is a

third party beneficiary of, the representations and warranties, and applicable covenants, set forth in any such purchase, subscription or other agreement with Investors in the Offering.

(j) No Manipulation of Price. The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

(k) Acknowledgment. The Company acknowledges that any advice given by the Placement Agent to the Company is solely for the benefit and use of the Board of Directors of the Company and may not be used, reproduced, disseminated, quoted or referred to, without the Placement Agent's prior written consent.

Section 5. Conditions of the Obligations of the Placement Agent. The obligations of the Placement Agent hereunder shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 2 hereof, in each case as of the date hereof and as of each Closing Date as though then made, to the timely performance by each of the Company of its covenants and other obligations hereunder on and as of such dates, and to each of the following additional conditions:

(a) Compliance with Registration Requirements; No Stop Order; No Objection from the FINRA. Each Prospectus Supplement (in accordance with Rule 424(b)) and "free writing prospectus" (as defined in Rule 405 of the Securities Act), if any, shall have been duly filed with the Commission, as appropriate; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order preventing or suspending the use of any Prospectus Supplement shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order having the effect of ceasing or suspending the distribution of the Securities or any other securities of the Company shall have been issued by any securities commission, securities regulatory authority or stock exchange and no proceedings for that purpose shall have been instituted or shall be pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange except, however, on April 5, 2012 the Company's shares of Common Stock were delisted from the Nasdaq Capital Market as more fully described in the Prospectus Supplement; all requests for additional information on the part of the Commission shall have been complied with; and the FINRA shall have raised no objection to the fairness and reasonableness of the Offering terms and arrangements.

(b) Corporate Proceedings. As of the Closing Date, all corporate proceedings and other legal matters in connection with this Agreement, the Registration Statement and each Prospectus Supplement, and the registration, sale and delivery of the Securities, shall have been completed or resolved in a manner reasonably satisfactory to the Placement Agent's counsel, and such counsel shall have been furnished with such papers and information as it may reasonably have requested to enable such counsel to pass upon the matters referred to in this Section 5.

(c) No Material Adverse Change. Subsequent to the execution and delivery of this Agreement and prior to each Closing Date, in the Placement Agent's sole judgment after consultation with the Company, there shall not have occurred any Material Adverse Change or Material Adverse Effect.

(d) Opinion of Counsel for the Company. The Placement Agent shall have received on each Closing Date the favorable opinion of legal counsel to the Company, dated as of such Closing Date, including, without limitation, a negative assurance letter, addressed to the Placement Agent in form and substance satisfactory to the Placement Agent.

(e) Officers' Certificate. The Placement Agent shall have received on each Closing Date a certificate of the Company, dated as of such Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, to the effect that, and the Placement Agent shall be satisfied that, the signers of such certificate have reviewed the Registration Statement, the Incorporated Documents, any Prospectus Supplement, any Permitted Free Writing Prospectus and this Agreement and to the further effect that:

(i) The representations and warranties of the Company in this Agreement are true and correct, as if made on and as of such Closing Date, and the Company has complied with all the agreements and satisfied all the conditions on its part under this Agreement to be performed or satisfied at or prior to such Closing Date;

(ii) No stop order suspending the effectiveness of the Registration Statement or the use of the Base Prospectus or any Prospectus Supplement has been issued and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, threatened under the Securities Act; no order having the effect of ceasing or suspending the distribution of the Securities or any other securities of the Company has been issued by any securities commission, securities regulatory authority or stock exchange in the United States and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange in the United States except, however, the Company has received written notification that the Common Stock is subject to delisting and was delisted from the Nasdaq Capital Market as more fully described in the Prospectus Supplement;

(iii) When the Registration Statement became effective, at the time of sale of the Securities, and at all times subsequent thereto up to the delivery of such certificate, the Registration Statement and the Incorporated Documents, if any, when such documents became effective or were filed with the Commission, contained all material information required to be included therein by the Securities Act and the Exchange Act and the applicable Rules and Regulations, as the case may be, and in all material respects conformed to the requirements of the Securities Act and the Exchange Act and the applicable Rules and Regulations, as the case may be, and the Registration Statement and the Incorporated Documents, if any, did not and do not include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided, however, that the preceding representations and warranties contained in this paragraph (iii) shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the

Placement Agent expressly for use therein) and, since the effective date of the Registration Statement, there has occurred no event required by the Securities Act and the Rules and Regulations to be set forth in the Incorporated Documents which has not been so set forth; and

(iv) Except as set forth in Schedule 2(i) and Schedule 2(l), subsequent to the respective dates as of which information is given in the Registration Statement, the Incorporated Documents and any Prospectus Supplement, there has not been: (a) any Material Adverse Effect; (b) any transaction that is material to the Company and the Subsidiaries taken as a whole, except transactions entered into in the ordinary course of business; (c) any obligation, direct or contingent, that is material to the Company and the Subsidiaries taken as a whole, incurred by the Company or any Subsidiary, except obligations incurred in the ordinary course of business; (d) any material change in the capital stock (except changes thereto resulting from the exercise of outstanding stock options or warrants and the conversion of outstanding convertible preferred) or outstanding indebtedness of the Company or any Subsidiary; (e) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company, other than as required with respect to the Company's Series A Convertible Preferred Stock, Series B Convertible Preferred Stock and Series C Convertible Preferred Stock; or (f) any loss or damage (whether or not insured) to the property of the Company or any Subsidiary which has been sustained or will have been sustained which has a Material Adverse Effect.

(f) Stock Exchange Listing. The Common Stock shall be registered under the Exchange Act and, if to the extent permitted under the rules of the principal Trading Market, shall be listed on the principal Trading Market, and the Company shall not have taken any action designed to terminate, or likely to have the effect of terminating, the registration of the Common Stock under the Exchange Act or delisting or suspending from trading the Common Stock from the principal Trading Market, nor shall the Company have received any information suggesting that the Commission or the principal Trading Market is contemplating terminating such registration or listing except, however, the Company has received written notification that the Common Stock is subject to delisting and was delisted from The Nasdaq Capital Market as more fully described in the Prospectus Supplement.

(g) Additional Documents. On or before each Closing Date, the Placement Agent and counsel for the Placement Agent shall have received such information and documents as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Placement Agent by notice to the Company at any time on or prior to a Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 6 (Payment of Expenses), Section 7 (Indemnification and Contribution) and Section 8 (Representations and Indemnities to Survive Delivery) shall at all times be effective and shall survive such termination.

Section 6. Payment of Expenses. The Company agrees to pay all costs, fees and expenses incurred by the Company in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation: (i) all expenses incident to the issuance, delivery and qualification of the Securities (including all printing and engraving costs); (ii) all fees and expenses of the registrar and transfer agent of the Common Stock; (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities; (iv) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors; (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), the Base Prospectus and each Prospectus Supplement, and all amendments and supplements thereto, and this Agreement; (vi) all filing fees, reasonable attorneys' fees and expenses incurred by the Company or the Placement Agent in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the state securities or blue sky laws or the securities laws of any other country, and, if requested by the Placement Agent, preparing and printing a "Blue Sky Survey," an "International Blue Sky Survey" or other memorandum, and any supplements thereto, advising the Placement Agent of such qualifications, registrations and exemptions; (vii) if applicable, the filing fees incident to the review and approval by the FINRA of the Placement Agent's participation in the Offering of the Securities; (viii) the fees and expenses associated with including the Securities on the Trading Market; (ix) all costs and expenses incident to the travel and accommodation of the Company's and the Placement Agent's employees on the "roadshow," if any; and (x) all other fees, costs and expenses referred to in Part II of the Registration Statement.

Section 7. Indemnification and Contribution. The Company agrees to indemnify the Placement Agent in accordance with the provisions of Schedule A hereto, which is incorporated by reference herein and made a part hereof.

Section 8. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties and other statements of the Company or any person controlling the Company, of its officers, and of the Placement Agent set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Placement Agent, the Company, or any of its or their partners, officers or directors or any controlling person, as the case may be, and will survive delivery of and payment for the Securities to be sold in the proposed Offering and any termination of this Agreement. A successor to a Placement Agent, or to the Company, its directors or officers or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Agreement.

Section 9. Notices. All communications hereunder shall be in writing and shall be mailed, hand delivered or telecopied and confirmed to the parties hereto as follows:

If to the Placement Agent to the address set forth above, attn: General Counsel, Facsimile: 305.572.4220.

With a copy to:

Ellenoff Grossman & Schole LLP
150 East 42nd Street
New York, New York 10017

Facsimile: (201) 401-4741
Attention: Joseph Smith

If to the Company:

Pressure BioSciences, Inc.
14 Norfolk Avenue
South Easton, MA 02375

Facsimile: (508) 230-1829
Attention: Richard T. Schumacher

With a copy to:

Pepper Hamilton LLP
15th Floor, Oliver Street Tower
125 High Street
Boston, MA 02110
Facsimile: (866) 847-7002
Attention: Steven R. London

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 10. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 8 hereof, and to their respective successors, and personal representative, and no other person will have any right or obligation hereunder.

Section 11. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 12. Governing Law Provisions. This Agreement shall be deemed to have been made and delivered in New York City and both this Agreement and the transactions contemplated hereby shall be governed as to validity, interpretation, construction, effect and in all other respects by the internal laws of the State of New York, without regard to the conflict of laws principles thereof. Each of the Placement Agent and the Company: (i) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement and/or the transactions contemplated hereby shall be instituted exclusively in New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, (ii) waives any objection which it may have or hereafter to the venue of any such suit, action or proceeding, and (iii) irrevocably consents to the jurisdiction of the New York Supreme Court, County of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. Each of the Placement Agent and the Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York and agrees that service of process upon the Company mailed by certified mail to the Company's address shall be deemed in every respect effective service of process upon the Company, in any such suit, action or proceeding, and service of process upon the Placement Agent mailed by certified mail to the Placement Agent's address shall be deemed in every respect effective service process upon the Placement Agent, in any such suit, action or proceeding. If either party shall commence an action or proceeding to enforce any provision of this Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorney's fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Section 13. General Provisions.

(a) This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

(b) The Company acknowledges that in connection with the Offering of the Securities: (i) the Placement Agent has acted at arms length, are not agents of, and owe no fiduciary duties to the Company or any other person, (ii) the Placement Agent owes the Company only those duties and obligations set forth in this Agreement and (iii) the Placement Agent may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Placement Agent arising from an alleged breach of fiduciary duty in connection with the Offering of the Securities

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If the foregoing is in accordance with your understanding of our agreement, please sign below whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

PRESSURE BIOSCIENCES, INC.,
A Massachusetts corporation

By: /s/ Richard T Schumacher
Name: Richard T Schumacher
Title: Chief Executive Officer

The foregoing Placement Agency Agreement is hereby confirmed and accepted as of the date first above written.

LADENBURG THALMANN & CO. INC.

By: /s/ Nicholas Stergis
Name: Nicholas Stergis
Title: Managing Director

SCHEDULE A – INDEMNIFICATION

The Company hereby agrees to indemnify and hold Ladenburg, its officers, directors, principals, employees, affiliates, and shareholders, and their successors and assigns, harmless from and against any and all loss, claim, damage, liability, deficiencies, actions, suits, proceedings, costs and legal expenses or expense whatsoever (including, but not limited to, reasonable legal fees and other expenses and reasonable disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding, including any inquiry or investigation, commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as a witness in any proceeding, including any pretrial proceeding such as a deposition) (collectively, "Losses") arising out of, based upon, or in any way related or attributed to, (i) any breach of a representation, warranty or covenant by the Company contained in this Agreement or (ii) any activities or services performed hereunder by Ladenburg, unless it is finally judicially determined in a court of competent jurisdiction that such Losses were the primary and direct result of the intentional misconduct or gross negligence of Ladenburg in performing the services hereunder.

If Ladenburg receives written notice of the commencement of any legal action, suit or proceeding with respect to which the Company is or may be obligated to provide indemnification pursuant to this Schedule A, Ladenburg shall, within thirty (30) days of the receipt of such written notice, give the Company written notice thereof (a "Claim Notice"). Failure to give such Claim Notice within such thirty (30) day period shall not constitute a waiver by Ladenburg of its right to indemnity hereunder with respect to such action, suit or proceeding, unless the Company is prejudiced in any material respect thereby. Upon receipt by the Company of a Claim Notice from Ladenburg with respect to any claim for indemnification which is based upon a claim made by a third party ("Third Party Claim"), the Company may assume the defense of the Third Party Claim with counsel of its own choosing, as described below. Ladenburg shall cooperate in the defense of the Third Party Claim and shall furnish such records, information and testimony and attend all such conferences, discovery proceedings, hearings, trial and appeals as may be reasonably required in connection therewith. Ladenburg shall have the right to employ its own counsel in any such action, which shall be at the Company's expense if (i) the Company and Ladenburg shall have mutually agreed in writing to the retention of such counsel, (ii) the Company shall have failed in a timely manner to assume the defense and employ counsel or experts reasonably satisfactory to Ladenburg in such litigation or proceeding or (iii) the named parties to any such litigation or proceeding (including any impleaded parties) include the Company and Ladenburg and representation of the Company and Ladenburg by the same counsel or experts would, in the reasonable opinion of counsel to Ladenburg, be inappropriate due to actual or potential conflicts of interests between the Company and Ladenburg. The Company shall not satisfy or settle any Third Party Claim for which indemnification has been sought and is available hereunder, without the prior written consent of Ladenburg, which consent shall not be delayed and which shall not be required if Ladenburg is granted a release in connection therewith. The indemnification provisions hereunder shall survive the termination or expiration of this Agreement.

The Company further agrees, upon demand by Ladenburg, to promptly reimburse Ladenburg for, or pay, any fees, expenses or disbursements as to which Ladenburg has been indemnified herein with such reimbursement to be made currently as any such fees, expenses or disbursements are incurred by Ladenburg. Notwithstanding the provisions of the aforementioned indemnification, any such reimbursement or payment by the Company of fees, expenses, or disbursements incurred by Ladenburg shall be repaid by Ladenburg in the event of any proceeding in which a final judgment (after all appeals or the expiration of time to appeal) is entered in a court of competent jurisdiction against Ladenburg based solely upon its gross negligence or intentional misconduct in the performance of its duties hereunder, and provided further, that the Company shall not be required to make reimbursement or payment for any settlement effected without the Company's prior written consent (which consent shall not be unreasonably withheld or delayed).

If for any reason the foregoing indemnification is unavailable or is insufficient to hold Ladenburg harmless, the Company agrees to contribute the amount paid or payable by Ladenburg in such proportion as to reflect not only the relative benefits received by the Company, on the one hand, and Ladenburg, on the other hand, but also the relative fault of the Company and Ladenburg as well as any relevant equitable considerations. In no event shall Ladenburg contribute in excess of the fees actually received by it pursuant to the terms of this Agreement.

For purposes of this Agreement, each officer, director, shareholder, and employee or affiliate of Ladenburg and each person, if any, who controls Ladenburg (or any affiliate) within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, shall have the same rights as Ladenburg with respect to matters of indemnification by the Company hereunder.

Notwithstanding any provision of this Agreement to the contrary, the Company agrees that neither Ladenburg nor its affiliates, and the respective officers, directors, employees, agents and representatives of Ladenburg, its affiliates and each other person, if any, controlling Ladenburg or any of its affiliates, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement and transaction described herein except for any such liability for losses, claims, damages or liabilities incurred by the Company that are finally judicially determined to have resulted from the bad faith, intentional misconduct or gross negligence of such individuals or entities.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (“**Agreement**”) is made and entered into as of April 6, 2012 (“**Execution Date**”), by and between Pressure BioSciences, Inc., a Massachusetts corporation (“**Company**”), and Ironridge BioPharma Co., a division of Ironridge Global IV, Ltd., a British Virgin Islands business company (“**Purchaser**”).

Recitals

A. The parties desire that, upon the terms and subject to the conditions herein, Purchaser will purchase \$500,000.00 in shares of Series E Convertible Preferred Stock, \$.01 par value per share, of Company, convertible into shares of Common Stock at \$1.02 per share of Common Stock; and

B. The offer and sale of the Shares provided for herein are being made pursuant to an effective shelf Registration Statement.

Agreement

In consideration of the foregoing, the receipt and adequacy of which are hereby acknowledged, Company and Purchaser agree as follows:

I. Definitions. In addition to the terms defined elsewhere in this Agreement and the Transaction Documents, capitalized terms that are not otherwise defined herein have the meanings set forth in the Glossary of Defined Terms attached as **Exhibit 1**, incorporated herein by reference.

II. Purchase and Sale.

A. **Agreement to Purchase.** Subject to the terms and conditions herein and the satisfaction of the conditions to Closing set forth in this **Section II**, Company will sell to Purchaser for the aggregate sum of \$500,000.00 (“**Purchase Amount**”), and Purchaser will purchase from Company, 500 shares of Series E Convertible Preferred Stock (“**Preferred Shares**”), at a price of \$1,000.00 per Preferred Share.

B. Closing.

1. Commitment Closing. The closing of this Agreement (“**Commitment Closing**”) will be deemed to occur when this Agreement has been duly executed by both Purchaser and Company, and the other conditions to the Commitment Closing set forth in **Section II.B.2** have been met.

2. Conditions to Purchase Commitment. As a condition precedent to the Commitment Closing, all of the following conditions will have been satisfied:

a. The following documents will have been delivered to Purchaser:

i. This Agreement, executed by Company;

ii. A Secretary’s Certificate, certifying as to and attaching copies of: (1) the resolutions of Company’s board of directors authorizing this Agreement and the Transaction Documents, and the transactions contemplated hereby and thereby, (2) Company’s current Restated Articles of Incorporation, as amended, and (3) Company’s current Bylaws, as amended;

iii. Executed Transfer Agent Instructions, in the form attached hereto as **Exhibit 3**.

iv. The Certificate of Designations, executed by Company, filed and accepted by the Secretary of State of the Commonwealth of Massachusetts;

v. The Prospectus and Prospectus Supplement;

vi. Massachusetts Certificate of Good Standing dated within 10 days of Purchase Closing; and

vii. The Opinion executed by Company’s counsel.

b. The representations and warranties of Company in this Agreement will be true and correct in all material respects and Company will have delivered an Officer’s Closing Certificate to such effect to Purchaser, signed by an officer of Company.

C. Purchase Closing.

1. Announcement. Subject to the Purchase Amount and the other conditions and limitations set forth in this Agreement, on the Trading Day after which the Company has widely publicly disclosed all material terms of the Transaction Documents and the transactions contemplated thereby, in accordance with Regulation FD by filing a Current Report on Form 8-K containing such information with the Commission and issuing a press release also containing such information (“**Announcement Date**”), Purchaser will purchase and make payment for the Preferred Shares, in cash by wire transfer of immediately available funds to an account designated by Company. Company will deliver the Preferred Shares to Purchaser by reputable overnight courier immediately upon the date of receipt of such funds (“**Purchase Closing**”).

2. Conditions to Purchase Closing. Notwithstanding any other provision, as a condition precedent to the Purchase Closing,

all of the following conditions will have been satisfied:

- a. The Common Stock will be listed for and currently trading on a Trading Market, and there is no notice of any suspension or delisting with respect to the trading of the shares of Common Stock on such Trading Market;
- b. The representations and warranties of Company set forth in this Agreement are true and correct in all material respects as if made on such date;
- c. No default has occurred under this Agreement;
- d. There is not then in effect any law, rule or regulation prohibiting or restricting the transactions contemplated in this Agreement or any other Transaction Document, or requiring any consent or approval which will not have been obtained, nor is there any pending or threatened proceeding or investigation which may have the effect of prohibiting or materially and adversely affecting any of the transactions contemplated by this Agreement; no statute, rule, regulation, executive order, decree, ruling or injunction will have been enacted, entered, promulgated or adopted by any court or governmental authority of competent jurisdiction that prohibits the transactions contemplated by this Agreement, and no actions, suits or proceedings will be in progress, pending or, to Company's knowledge threatened, by any person, other than Purchaser or any Affiliate of Purchaser, that seek to enjoin or prohibit the transactions contemplated by this Agreement;
- e. Company is in compliance with all requirements to maintain listing on a Trading Market;
- f. Company has the number of duly authorized shares of Common Stock reserved for issuance as required pursuant to the terms of this Agreement; and
- g. All documents, instruments and other writings required to be delivered by Company to Purchaser pursuant to any provision of this Agreement in order to implement and effect the transactions contemplated herein have been delivered.

III. Representations and Warranties.

A. Representations Regarding Transaction. Except as set forth under the corresponding section of the Disclosure Schedules, if any, which will be deemed a part hereof and which will not contain any material non-public information, Company hereby represents and warrants to, and as applicable covenants with, Purchaser as of the Purchase Closing:

1. Organization and Qualification. Company and each Subsidiary is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, as applicable, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of Company and each Subsidiary is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not have or reasonably be expected to result in a Material Adverse Effect and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

2. Authorization; Enforcement. Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder or thereunder. The execution and delivery of each of the Transaction Documents by Company and the consummation by it of the transactions contemplated hereby or thereby have been duly authorized by all necessary action on the part of Company and no further consent or action is required by Company other than the filing of the Certificate of Designations. Each of the Transaction Documents has been, or upon delivery will be, duly executed by Company. This Agreement, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of Company, enforceable against Company in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (c) insofar as indemnification and contribution provisions may be limited by applicable law. Neither Company nor any Subsidiary is in violation of any of the provisions of its respective certificate or articles of incorporation, by-laws or other organizational or charter documents.

3. No Conflicts. The execution, delivery and performance of the Transaction Documents by Company, the issuance and sale of the Shares and the consummation by Company of the other transactions contemplated thereby do not and will not (a) conflict with or violate any provision of Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, (b) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which Company or any Subsidiary is a party or by which any property or asset of Company or any Subsidiary is bound or affected, (c) conflict with or result in a violation of any material law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of Company or a Subsidiary is bound or affected, or (d) conflict with or violate the terms of any material agreement by which Company or any Subsidiary is bound or to which any property or asset of Company or any Subsidiary is bound or affected; except in the case of each of clauses (b), (c) and (d), such as would not have or reasonably be expected to result in a Material Adverse Effect.

4. Litigation. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the knowledge of Company, overtly threatened against or affecting Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**"), which could adversely affect or challenges the legality, validity or enforceability of any of the Transaction Documents or the Shares. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by Company or any

Subsidiary under the Exchange Act or the Act.

5. Filings, Consents and Approvals. Neither Company nor any Subsidiary is required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by Company of the Transaction Documents, other than the filing of the Certificate of Designations and required federal and state securities filings and such filings and approvals as are required to be made or obtained under the applicable Trading Market rules in connection with the transactions contemplated hereby, each of which has been, or if not yet required to be filed will be, timely filed.

6. Issuance of Shares. The Shares, the Conversion Shares and the Dividend Shares are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens. Company will reserve from its duly authorized capital stock sufficient shares of its Common Stock for issuance pursuant to the Transaction Documents.

7. Disclosure; Non-Public Information. Except with respect to the information that will be, and to the extent that it actually is timely publicly disclosed by Company pursuant to **Section II.C.1**, and notwithstanding any other provision in this Agreement or the other Transaction Documents, neither Company nor any other Person acting on its behalf has provided Purchaser or its agents or counsel with any information that constitutes or might constitute material, non-public information, including without limitation, this Agreement and the Exhibits and Disclosure Schedules hereto. No information contained in the Disclosure Schedules constitutes material non-public information. There is no adverse material information regarding Company that has not been publicly disclosed prior to the Execution Date. Company understands and confirms that Purchaser will rely on the foregoing representations and covenants in effecting transactions in securities of Company. All disclosure provided to Purchaser regarding Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, furnished by or on behalf of Company with respect to the representations and warranties made herein are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

8. No Integrated Offering. Neither Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by Company that cause a violation of the Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of the Trading Market.

9. Financial Condition. Based on the financial condition of Company and its projected capital requirements, effective as of the Commitment Closing, the Company will require additional capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted. Company currently has debts that are beyond its ability to pay as such debts mature, taking into account the timing and amounts of cash to be payable on or in respect of such debts. Company does not intend to become further indebted than it is currently. The Public Reports set forth as of the dates thereof all outstanding secured and unsecured Indebtedness of Company or any Subsidiary, or for which Company or any Subsidiary has commitments, and any default with respect to any Indebtedness.

10. Section 5 Compliance. Company is not aware of any facts or circumstances that would cause the transactions contemplated by the Transaction Documents, when consummated, to violate Section 5 of the Act or other federal or state securities laws or regulations.

11. Investment Company. Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Preferred Shares, will not be an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. Company will conduct its business in a manner so that it will not become subject to the Investment Company Act.

B. Representations Regarding Company. Except as set forth in any current or future Public Reports or under the corresponding section of the Disclosure Schedules, if any, which will be deemed a part hereof and which will not contain any material non-public information, Company hereby represents and warrants to, and as applicable covenants with, Purchaser as of the Purchase Closing:

1. Capitalization. The capitalization of Company is as described in Company's most recently filed Public Report and Company has not issued any capital stock since such filing. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents which has not been waived or satisfied. Except as a result of the purchase and sale of the Shares, there are no outstanding options, warrants, script rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or securities convertible into or exercisable for shares of Common Stock. The issuance and sale of the Shares will not obligate Company to issue shares of Common Stock or other securities to any Person, other than Purchaser, and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange, or reset price under such securities. All of the outstanding shares of capital stock of Company are validly issued, fully paid and nonassessable, have been issued in material compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors of Company or others is required for the issuance and sale of the Shares. There are no stockholders agreements, voting agreements or other similar agreements with respect to Company's capital stock to which Company is a party or, to the knowledge of Company, between or among any of Company's stockholders.

2. Subsidiaries. All of the direct and indirect subsidiaries of Company are set forth in the corresponding section of the Disclosure Schedules. Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary, and all of such directly or indirectly owned capital stock or other equity interests are owned free and clear of any Liens. All the issued and outstanding shares of capital stock of each Subsidiary are duly authorized, validly issued, fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

3. Public Reports; Financial Statements. Company has filed all required Public Reports for the one year preceding the Execution Date. As of their respective dates or as subsequently amended, the Public Reports complied in all material respects with the requirements of the Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, as applicable, and none of the Public Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of Company included in the Public Reports, as amended, comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of Company and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end adjustments.

4. Material Changes. Except as specifically disclosed in the Public Reports, (a) there has been no event, occurrence or development that has had, or that could reasonably be expected to result in, a Material Adverse Effect, (b) Company has not incurred any liabilities (contingent or otherwise) other than (i) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice, and (ii) liabilities not required to be reflected in Company's financial statements pursuant to GAAP or required to be disclosed in filings made with the Commission, (c) Company has not altered its method of accounting, (d) Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (e) Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company equity incentive plans. Company does not have pending before the Commission any request for confidential treatment of information.

5. Litigation. There is no Action which could reasonably be expected to result in a Material Adverse Effect. Neither Company nor any Subsidiary, nor to the knowledge of Company any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of Company, there is not pending, any investigation by the Commission involving Company or any current or former director or officer of Company.

6. Labor Relations. No material labor dispute exists or, to the knowledge of Company, is imminent with respect to any of the employees of Company, which could reasonably be expected to result in a Material Adverse Effect.

7. Compliance. Neither Company nor any Subsidiary (a) is in material default under or in material violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by Company or any Subsidiary under), nor has Company or any Subsidiary received notice of a claim that it is in material default under or that it is in material violation of, any indenture, loan or credit agreement or any other similar agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (b) is in violation of any order of any court, arbitrator or governmental body, or (c) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

8. Regulatory Permits. Company and each Subsidiary possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the Public Reports, except where the failure to possess such permits would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

9. Title to Assets. Company and each Subsidiary have good and marketable title in fee simple to all real property owned by them that is material to the business of Company and each Subsidiary and good and marketable title in all personal property owned by them that is material to the business of Company and each Subsidiary, in each case free and clear of all Liens, except for Liens that do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by Company and each Subsidiary and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by Company and each Subsidiary are held by them under valid, subsisting and enforceable leases of which Company and each Subsidiary are in compliance.

10. Patents and Trademarks. Company and each Subsidiary have, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, licenses and other similar rights that are necessary or material for use in connection with their respective businesses as described in the Public Reports and which the failure to so have would have or reasonably be expected to result in a Material Adverse Effect (collectively, "Intellectual Property Rights"). Neither Company nor any Subsidiary has received a written notice that the Intellectual Property Rights used by Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights of Company or each Subsidiary.

11. Insurance. Company and each Subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Company and each Subsidiary are engaged, including but not limited to directors and officers insurance coverage at least equal to the Purchase Amount. To Company's knowledge, such insurance contracts and policies are accurate and complete in all material respects. Neither Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business without a significant increase in cost.

12. Transactions with Affiliates and Employees. Except as set forth in the Public Reports, none of the officers or directors of Company and, to the knowledge of Company, none of the employees of Company is presently a party to any transaction with Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments

to or from any officer, director or such employee or, to the knowledge of Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of \$120,000 other than (i) for payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of Company and (iii) for other employee benefits, including stock option agreements under any equity incentive plan of Company.

13. Sarbanes-Oxley; Internal Accounting Controls. Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002, which are applicable to it as of the date of the Commitment Closing. Company presented in its most recently filed annual report on Form 10-K under the Exchange Act the conclusions of the certifying officers about the effectiveness of Company's disclosure controls and procedures based on their evaluations as of the evaluation date. Since such date, there have been no significant changes in Company's internal accounting controls or its disclosure controls and procedures or, to Company's knowledge, in other factors that could materially affect Company's internal accounting controls or its disclosure controls and procedures.

14. Certain Fees. No brokerage or finder's fees or commissions are or will be payable by Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement. Purchaser will have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this section that may be due in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

15. Registration Rights. No Person has any right to cause Company to effect the registration under the Act of any securities of Company.

16. Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12 of the Exchange Act, and Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has Company received any notification that the Commission is contemplating terminating such registration. Company has not, in the 12 months preceding the Execution Date, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that Company is not in compliance with the listing or maintenance requirements of such Trading Market. Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

17. Application of Takeover Protections. Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under Company's Restated Articles of Incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to Purchaser as a result of Purchaser and Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation Company's issuance of the Shares and Purchaser's ownership of the Shares.

18. Tax Status. Company and each of its Subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of Company know of no basis for any such claim. Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, statute or local tax. None of Company's tax returns is presently being audited by any taxing authority.

19. Foreign Corrupt Practices. Neither Company, nor to the knowledge of Company, any agent or other person acting on behalf of Company, has (a) directly or indirectly, used any corrupt funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (b) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (c) failed to disclose fully any contribution made by Company, or made by any person acting on its behalf of which Company is aware, which is in violation of law, or (d) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

20. Accountants. Company's accountants are set forth in the Public Reports and such accountants are an independent registered public accounting firm as required by the Act.

21. No Disagreements with Accountants. There are no material disagreements presently existing, or reasonably anticipated by Company to arise, between Company and the accountants formerly or presently employed by Company.

22. Acknowledgments Regarding Purchaser. Company's decision to enter into this Agreement has been based solely on the independent evaluation of Company and its representatives, and Company acknowledges and agrees that:

a. Purchaser is acting solely in the capacity of arm's length purchaser with respect to this Agreement and the transactions contemplated hereby;

b. Purchaser does not make and has not made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in **Section III.C** below; and

c. Purchaser is not acting as a legal, financial, accounting or tax advisor to Company, or fiduciary of Company, or in any similar capacity, with respect to this Agreement and the transactions contemplated hereby. Any statement made by Purchaser or any of its representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation, and is merely incidental to Purchaser's purchase of the Preferred Shares.

C. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants as of the Commitment Closing and the Purchase Closing, as follows:

1. Organization; Authority. Purchaser is an entity validly existing and in good standing under the laws of the British Virgin Islands, the jurisdiction of its organization, with full right, company power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. The execution and delivery of each of the Transaction Documents to which it is a party, and the consummation and performance by Purchaser of the transactions contemplated by this Agreement and the Transaction Documents have been duly authorized by all necessary company or similar action on the part of Purchaser, and no further consent or action is required by Purchaser. Each Transaction Document, to which it is a party has been, or will be, duly executed by Purchaser, and when delivered by Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of Purchaser, enforceable against it in accordance with its terms, except (a) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and (c) insofar as indemnification and contribution provisions may be limited by applicable law.

2. Purchaser Status. At the time Purchaser was offered the Shares, it was, and at the Execution Date it is, and on the Commitment Date and on the Purchase Date, it will be, an "accredited investor" as defined in Rule 501(a) under the Act.

3. Experience of Purchaser. Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Purchaser is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment.

4. Ownership. Purchaser is acquiring the Shares as principal for its own account. Purchaser is acquiring the Shares hereunder in the ordinary course of its business.

5. No Short Sales. Purchaser (a) does not hold any short position in, (b) has not engaged in any Short Sales of, the Common Stock prior to the Execution Date, and (c) will not engage in any Short Sales of the Common Stock for a period of one year days following the Purchase Closing.

IV. Securities Provisions.

A. Registration Statements and Prospectuses. Company hereby represents and warrants to, and as applicable covenants with, Purchaser as follows:

1. The offer and sale of the Shares and the Underlying Shares are being made pursuant to the Registration Statement. Company will use its best efforts to file and cause to become effective any required post-effective amendment or prospectus supplement on or prior to the Announcement Date. Company will use its best efforts to cause the Registration Statement to remain effective for at least 181 days after the Purchase Closing in order for the Company to have the ability to issue dividends in shares of the Company's common stock under the Certificate of Designations. Company may convert the Registration Statement from Form S-3 to Form S-1.

2. If any of the Shares or Underlying Shares are for any reason not registered pursuant to the Registration Statement for any reason, the Company will promptly, within 20 days file a new registration statement on Form S-1 covering all such unregistered Shares or Underlying Shares.

3. The Registration Statement complied when it became effective, and, as amended or supplemented, at the time of the Purchase Closing, or issuance of any Shares, and at all times during which a prospectus is required by the Act to be delivered in connection with any sale of Shares, will comply, in all material respects, with the requirements of the Act.

4. Each Registration Statement, Prospectus and Prospectus Supplement, as of its respective effective time, will not, as applicable, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

5. The Prospectus complied, and each Prospectus Supplement will comply, as of its date and the date filed with the Commission, and at the time of the Purchase Closing, or issuance of any Shares or Underlying Shares, and at all times during which a prospectus is required by the Act to be delivered in connection with any sale of Shares or Underlying Shares, will comply, in all material respects, with the requirements of the Act.

6. At no time during the period that begins on the date a Prospectus is filed with the Commission and ends at the time a Prospectus is no longer required by the Act to be delivered in connection with any sale of Shares or Underlying Shares will any such Prospectus, as then amended or supplemented, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

7. The Registration Statement meets, and the offering and sale of the Shares and Underlying Shares as contemplated hereby will comply with, the requirements of Rule 415 under the Act.

8. Company will not, directly or indirectly, use or refer to any "free writing prospectus" (as defined in Rule 405 under the Act) except in compliance with Rules 164 and 433 under the Act.

9. Company will not be an "ineligible issuer" (as defined in Rule 405 under the Act) as of the eligibility determination date for purposes of Rules 164 and 433 under the Act with respect to the offering of the Shares and Underlying Shares contemplated by any Registration Statement that is filed, without taking into account any determination by the Commission pursuant to Rule 405 under the Act that it is not necessary under the circumstances that Company be considered an "ineligible issuer."

10. Company will notify Purchaser (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and not less than simultaneously with such filing) and (if requested by Purchaser) confirm such notice in writing no later than one Trading Day following the day (i)(A) when a Prospectus or any Prospectus Supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a “review” of such Registration Statement and whenever the Commission comments in writing on such Registration Statement; and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information; (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Shares or Underlying Shares or the initiation of any proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Shares or Underlying Shares for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (vi) the occurrence or existence of any pending corporate development with respect to the Company that the Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus; provided that any and all of such information shall remain confidential to Purchaser until such information otherwise becomes public, unless disclosure by Purchaser is required by law; provided, further, notwithstanding Purchaser’s agreement to keep such information confidential, Purchaser makes no acknowledgement that any such information is material, non-public information. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable.

B. Purchaser Due Diligence. Purchaser will have the right and opportunity to conduct customary due diligence with respect to any Registration Statement or Prospectus in which the name of Purchaser or any Affiliate of Purchaser appears.

C. Prospectus Availability and Changes. Company will make available to Purchaser upon request, and thereafter from time to time will furnish Purchaser, as many copies of any Prospectus, or of the Prospectus as amended or supplemented if Company will have made any amendments or supplements thereto after the Execution Date of the Registration Statement, as Purchaser may request for the purposes contemplated by the Act; and in case Purchaser is required to deliver a prospectus after the nine-month period referred to in Section 10(a)(3) of the Act in connection with the sale of the Shares or Underlying Shares, or after the time a post-effective amendment to the applicable Registration Statement is required pursuant to Item 512(a) of Regulation S-K under the Act, Company will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Act or Item 512(a) of Regulation S-K under the Act, as the case may be.

D. Updates. Company will advise Purchaser promptly of the happening of any event within the time during which a Prospectus is required to be delivered under the Act which could require the making of any change in the Prospectus then being used so that the Prospectus would not include an untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading, and to advise Purchaser promptly if, during such period, it will become necessary to amend or supplement any Prospectus to cause such Prospectus to comply with the requirements of the Act, and in each case, during such time, to prepare and furnish, at Company’s expense, to Purchaser promptly such amendments or supplements to such Prospectus as may be necessary to reflect any such change or to effect such compliance.

E. Furnishing of Information. As long as Purchaser owns any Shares or Underlying Shares, Company covenants to timely file, or to obtain extensions in respect thereof and file within the applicable grace period, all reports required to be filed by Company after the Execution Date pursuant to the Exchange Act. As long as Purchaser owns any Shares or Underlying Shares, if Company is not required to file reports pursuant to such laws, it will prepare and furnish to Purchaser and make publicly available in accordance with Rule 144(c) such information as is required for Purchaser to sell the Shares or Underlying Shares under Rule 144. Company further covenants that it will take such further action as any holder of Shares or Underlying Shares may reasonably request, all to the extent required from time to time to enable such Person to sell such Shares or Underlying Shares without registration under the Act within the limitation of the exemptions provided by Rule 144.

F. Integration. Company will not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security, as defined in Section 2 of the Act, that would be integrated with the offer or sale of the Shares or Underlying Shares in a manner that would be integrated with the offer or sale of the Shares or Underlying Shares to Purchaser for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

G. Disclosure and Publicity. Company and Purchaser will consult with each other in issuing any press releases or public statements with respect to the transactions contemplated hereby.

H. Shareholders Rights Plan. No claim will be made or enforced by Company or, to the knowledge of Company, any other Person that Purchaser is an “Acquiring Person” under any shareholders rights plan or similar plan or arrangement in effect or hereafter adopted by Company, or that Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares or Underlying Shares under the Transaction Documents

I. No Non-Public Information. Company covenants and agrees that neither it nor any other Person acting on its behalf will, provide Purchaser or its agents or counsel with any information that Company believes or reasonably should believe constitutes material non-public information. On and after the Announcement Date, neither Purchaser nor any Affiliate of Purchaser will have any duty of trust or confidence that is owed directly, indirectly, or derivatively, to Company or the stockholders of Company, or to any other Person who is the source of

material non-public information regarding Company. Company understands and confirms that Purchaser will be relying on the foregoing in effecting transactions in securities of Company, including without limitation sales of the Shares.

J. Indemnification of Purchaser.

1. Obligation to Indemnify. Subject to the provisions of this **Section IV.J**, Company will indemnify and hold Purchaser, its Affiliates, and each of their directors, officers, shareholders, partners, employees, agents and attorneys, and any person who controls Purchaser within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (collectively, “**Purchaser Parties**” and each a “**Purchaser Party**”), harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, reasonable costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation (collectively, “**Losses**”) that any Purchaser Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by Company in this Agreement or in the other Transaction Documents, (b) any action instituted against any Purchaser Party, or any of them or their respective Affiliates, by any stockholder of Company who is not an Affiliate of a Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents, unless such action is based upon a breach of Purchaser’s representations, warranties or covenants under the Transaction Documents or any agreements or understandings Purchaser may have with any such stockholder or any violations by Purchaser of state or federal securities laws or any conduct by Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance, (c) any untrue statement or alleged untrue statement of a material fact contained in a Registration Statement, or in a Registration Statement as amended by any post-effective amendment thereof by Company, or arising out of or based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (d) any untrue statement or alleged untrue statement of a material fact included in any Prospectus, or any amendments or supplements to any Prospectus, in any free writing prospectus, in any “issuer information” as defined in Rule 433 under the Act, of Company, or in any Prospectus together with any combination of one or more of the free writing prospectuses, if any, or arising out of or based upon any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (e) any Purchaser Party becoming involved in any capacity in any proceeding by or against any Person who is a stockholder of Company, except as a result of sales, pledges, margin sales and similar transactions by Purchaser to or with any current stockholder, solely as a result of Purchaser’s acquisition of the Shares or Underlying Shares under this Agreement; provided, however, that Company shall not be obligated to indemnify any Purchaser Party for any Losses finally adjudicated to be caused solely by a false statement of material fact contained within written information provided by such Purchaser Party expressly for the purpose of including it in the applicable Registration Statement.

2. Procedure for Indemnification. If any action will be brought against a Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, such Purchaser Party will promptly notify Company in writing, and Company will have the right to assume the defense thereof with counsel of its own choosing. Purchaser Parties will have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of Purchaser Parties except to the extent that (a) the employment thereof has been specifically authorized by Company in writing, (b) Company has failed after a reasonable period of time to assume such defense and to employ counsel or (c) in such action there is, in the reasonable opinion of such separate counsel, a material conflict of interest with respect to the dispute in question on any material issue between the position of Company and the position of Purchaser Parties such that it would be inappropriate for one counsel to represent Company and Purchaser Parties. Company will not be liable to Purchaser Parties under this Agreement (i) for any settlement by a Purchaser Party effected without Company’s prior written consent, which will not be unreasonably withheld or delayed; or (ii) to the extent, but only to the extent that a loss, claim, damage or liability is either attributable to Purchaser’s breach of any of the representations, warranties, covenants or agreements made by Purchaser in this Agreement or in the other Transaction Documents, including the Registration Statement.

3. No Purchaser Party will have any liability to Company or any Person asserting claims on behalf of or in right of Company as a result of acquiring the Shares or Underlying Shares under this Agreement.

K. Reservation of Shares. Company shall maintain a reserve from its duly authorized Common Stock a number of shares of Common Stock sufficient to ensure that Company can immediately issue Purchaser all Conversion Shares and Dividend Shares potentially issuable upon conversion or redemption of the Preferred Shares.

L. Activity Restrictions. For so long as Purchaser or any of its Affiliates holds any Shares, neither Purchaser nor any Affiliate will, directly or indirectly: (i) vote any shares of Common Stock owned or controlled by it, solicit any proxies, or seek to advise or influence any Person with respect to any voting securities of Company; (ii) engage or participate in any actions, plans or proposals which relate to or would result in (a) acquiring additional securities of Company, alone or together with any other Person, which would result in beneficially owning or controlling more than 9.99% of the total outstanding Common Stock or other voting securities of Company, (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving Company or any of its subsidiaries, (c) a sale or transfer of a material amount of assets of Company or any of its subsidiaries, (d) any change in the present board of directors or management of Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board, (e) any material change in the present capitalization or dividend policy of Company, (f) any other material change in Company’s business or corporate structure, including but not limited to, if Company is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940, (g) changes in Company’s charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of Company by any Person, (h) causing a class of securities of Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (i) a class of equity securities of Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act, or (j) any action, intention, plan or arrangement similar to any of those enumerated above; (iii) request Company or its directors, officers, employees, agents or representatives to amend or waive any provision of this section or (iv) exercise any dissenter’s rights.

M. No Shorting. Purchaser will not engage in or effect, directly or indirectly, any Short Sale that results in a net short position of the Common Stock within one year of the Purchase Closing.

N. Purchaser Notices. Purchaser will promptly notify the Company at such time as it no longer holds any Shares or Underlying Shares.

O. Sole Investor. Purchaser shall be the sole purchaser in the transaction.

P. Subsequent Transactions. From the execution Date until 45 days after the Execution Date, (a) Company shall not enter into any financing transaction with any person or entity other than Purchaser, and (b) Company and its representatives shall not directly or indirectly discuss, negotiate or consider any proposal, plan or offer from any other person or entity relating to any financing transaction; provided, however, that Company may discuss, negotiate and enter into: (i) financings up to \$500,000, with natural persons, that do not include a variable rate component, required minimum dividend payment, or make-whole provision, and (ii) any financing transactions with commercial banks or government agencies.

V. General Provisions.

A. Notice. Unless a different time of day or method of delivery is set forth in the Transaction Documents, any and all notices or other communications or deliveries required or permitted to be provided hereunder will be in writing and will be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:00 p.m. Eastern time on a Trading Day and an electronic confirmation of delivery is received by the sender, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered later than 5:00 p.m. Eastern time or on a day that is not a Trading Day, (c) the next Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses for such notices and communications are those set below, or such other address as may be designated in writing hereafter, in the same manner, by such Person.

If to Purchaser:

Ironridge BioPharma Co.
Harbour House, Waterfront Drive
PO Box 972, Road Town
Tortola, British Virgin Islands
Attn: David Sims

If to Company:

Pressure BioSciences, Inc.
14 Norfolk Avenue
South Easton, Massachusetts 02375
Attn: Richard T. Schumacher

B. Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by Company and Purchaser or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement will be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor will any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

C. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither Company nor Purchaser may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other, which consent will not be unreasonably withheld.

D. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in **Section IV.J**.

E. Fees and Expenses. Company will pay the reasonable fees and costs of Purchaser's counsel incurred in connection with this Agreement, the other Transaction Documents, the Purchase Closing, and the transactions contemplated hereby and thereby. Except as otherwise provided in this Agreement, each party will pay the fees and expenses of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transaction Documents. Company acknowledges and agrees that Purchaser's counsel solely represents Purchaser, and does not represent Company or its interests in connection with the Transaction Documents or the transactions contemplated thereby. Company will pay all stamp and other taxes and duties levied in connection with the original issuance of the Shares to Purchaser, if any.

F. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement will not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, will incorporate such substitute provision in this Agreement.

G. Replacement of Certificates. If any certificate or instrument evidencing any Shares or Underlying Shares is mutilated, lost, stolen or destroyed, Company will issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to Company of such loss, theft or destruction and customary and reasonable indemnity and bond, if requested. The applicants for a new certificate or instrument under such circumstances will also pay any reasonable third-party costs associated with the issuance of such replacement certificates.

H. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction. The parties hereby waive all rights to a trial by jury. If either party will commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding will be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses reasonably incurred in connection with the investigation, preparation and prosecution of such action or proceeding.

I. Arbitration. Any dispute, controversy, claim or action of any kind arising out of or relating to this Agreement, or in any way involving Company and Purchaser or their respective Affiliates, will be resolved by final and binding arbitration before a retired judge at JAMS (www.jamsadr.com), or its successor, in Santa Monica, California, pursuant to its most Streamlined Arbitration Rules and Procedures and the Final Offer (or Baseball) Arbitration Option. Any interim or final award may be entered and enforced by any court of competent

jurisdiction. The final award will include the prevailing party's reasonable arbitration, expert witness and attorney fees, costs and expenses.

J. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of Purchaser and Company will be entitled to specific performance under the Transaction Documents, and injunctive relief to prevent any actual or threatened breach under the Transaction Documents, to the full extent permitted under federal and state securities laws.

K. Payment Set Aside. To the extent that Company makes a payment or payments to Purchaser pursuant to any Transaction Document or Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to Company, a trustee, receiver or any other person under any law, including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action, then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied will be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

L. Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and will not be deemed to limit or affect any of the provisions hereof

M. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

N. Survival. The representations and warranties contained herein will survive the Purchase Closing and the delivery of the Purchase Shares until the earlier of all Preferred Shares issued to Purchaser or any Affiliate have been converted or redeemed, or six months from the Purchase Closing.

O. Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Transaction Documents or any amendments hereto. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

P. Execution. This Agreement may be executed in two or more counterparts, all of which when taken together will be considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by portable document format, facsimile or electronic transmission, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

Q. Entire Agreement. This Agreement, together with the Exhibits hereto which are incorporated herein by reference, contains the entire agreement and understanding of the parties, and supersedes all prior and contemporaneous agreements, term sheets, letters, discussions, communications and understandings, both oral and written, which the parties acknowledge have been merged into this Agreement. No party, representative, attorney or agent has relied upon any collateral contract, agreement, assurance, promise, understanding or representation not expressly set forth hereinabove. The parties hereby expressly waive all rights and remedies, at law and in equity, directly or indirectly arising out of or relating to, or which may arise as a result of, any Person's reliance on any such assurance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the Execution Date.

Company:

PRESSURE BIOSCIENCES, INC.

By: /s/ Richard T Schumacher
Name: Richard T Schumacher
Title: Chief Executive Officer

Purchaser:

IRONRIDGE BIOPHARMA CO.,
a division of IRONRIDGE GLOBAL IV, LTD.

By: /s/ Peter Cooper
Name: Peter Cooper
Title: Director

Exhibit 1

Glossary of Defined Terms

“**Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

“**Action**” has the meaning set forth in [Section III.A.4](#).

“**Affiliate**” means any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Person, as such terms are used in and construed under Rule 144 under the Act.

“**Agreement**” means this Stock Purchase Agreement.

“**Announcement Date**” has the meaning set forth in [Section II.C.1](#).

“**Bloomberg**” means Bloomberg Financial Markets, or its successor performing similar functions.

“**Certificate of Designations**” means the Certificate of Designation of Series E Convertible Preferred Stock of Pressure BioSciences, Inc. to be included within the Articles of Amendment to be filed with the Secretary of State of the Commonwealth of Massachusetts, such Certificate of Designations to be in the form attached hereto as **Exhibit 2**.

“**Closing Price**” means, for any security as of any date, the last closing bid price for such security on the Trading Market, as reported by Bloomberg, or, if the Trading Market begins to operate on an extended hours basis and does not designate the closing bid price, then the last bid price of such security prior to 4:00 p.m. Eastern time, as reported by Bloomberg, or, if the Trading Market is not the principal securities exchange or trading market for such security, the last closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price of such security in the over-the-counter market on the OTC Marketplace or electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security as reported in the OTC Pink Marketplace. All such determinations to be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

“**Commission**” means the U.S. Securities and Exchange Commission.

“**Commitment Closing**” has the meaning set forth in [Section II.B.1](#).

“**Common Shares**” means the Shares of Common Stock issuable upon conversion of the Preferred Shares.

“**Common Stock**” means the common stock, par value \$0.01 per share, of Company and any replacement or substitute thereof, or any share capital into which such Common Stock will have been changed or any share capital resulting from a reclassification of such Common Stock.

“**Company**” has the meaning set forth in the first paragraph of the Agreement.

“**Conversion Shares**” means shares of Common Stock issuable upon conversion of the Preferred Shares, as provided in the Certificate of Designations.

“**Disclosure Schedules**” means the disclosure schedules of Company delivered concurrently herewith, attached hereto, and incorporated herein by reference. The Disclosure Schedules will contain no material non-public information.

“**Dividend Shares**” means shares of Common Stock issued in lieu of cash payment of dividends on the Preferred Shares, including the make-whole payment, as provided in the Certificate of Designations.

“**DTC**” means The Depository Trust Company, or any successor performing substantially the same function for Company.

“**DWAC Shares**” means all Common Shares or other shares of Common Stock issued or issuable to Purchaser or any Affiliate, successor or assign of Purchaser pursuant to any of the Transaction Documents, all of which will be (a) issued in electronic form, (b) freely tradable and without restriction on resale, and (c) timely credited by Company to the specified Deposit/Withdrawal at Custodian (DWAC) account with DTC under its Fast Automated Securities Transfer (FAST) Program or any similar program hereafter adopted by DTC performing substantially the same function, in accordance with irrevocable instructions issued to and countersigned by the Transfer Agent, in the form attached hereto as **Exhibit 3**.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission thereunder.

“**Execution Date**” has the meaning set forth in the first paragraph of the Agreement.

“**GAAP**” means U.S. generally accepted accounting principles applied on a consistent basis during the periods involved.

“**Indebtedness**” means (a) any liabilities for borrowed money or amounts owed in excess of \$100,000, other than trade accounts

payable incurred in the ordinary course of business, (b) all guaranties, endorsements and other contingent obligations in respect of Indebtedness of others, whether or not the same are or should be reflected in Company's balance sheet, or the notes thereto, except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (c) the present value of any lease payments in excess of \$100,000 due under leases required to be capitalized in accordance with GAAP.

"Intellectual Property Rights" has the meaning set forth in [Section III.B.10](#).

"Liens" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" includes any material adverse effect on (a) the legality, validity or enforceability of any Transaction Document, or (b) the results of operations, assets, business or financial condition of Company and the Subsidiaries, taken as a whole, which is not disclosed in the Public Reports prior to the Execution Date, or (c) Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

"Material Permits" has the meaning set forth in [Section III.B.78](#).

"Officer's Closing Certificate" means a certificate in customary form reasonably acceptable to Purchaser, executed by an authorized officer of Company, the form of which is attached as **Exhibit 5**.

"Opinion" means an opinion from Company's independent legal counsel, in the form attached as **Exhibit 4**, to be delivered in connection with the Commitment Closing.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government, or an agency or subdivision thereof, or other entity of any kind.

"Preferred Shares" means shares of Series E Convertible Preferred Stock, par value \$0.01 per share, of Company provided for in the Certificate of Designations, to be issued to Purchaser pursuant to this Agreement.

"Prospectus" means the final prospectus filed for the Registration Statement.

"Prospectus Supplement" means the supplement to the Prospectus complying with Rule 424(b) of the Securities Act that is filed with the Commission and delivered by Company to Purchaser at the Closing.

"Public Reports" means all reports required to be filed by Company under the Act or the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the Execution Date and thereafter.

"Purchase Amount" has the meaning set forth in [Section II.A.1](#).

"Purchaser" has the meaning set forth in the first paragraph of the Agreement.

"Registration Statement" means a valid, current and effective shelf Registration Statement on Form S-3 or Form S-1, including without limitation File No. 333-176828 originally filed by Company with the Commission on September 13, 2011, registering for sale the Shares, and except where the context otherwise requires, means the Registration Statement, including the prospectus therein, amendments and supplements to such Registration Statement or prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement, and any information contained or incorporated by reference in a prospectus filed with the Commission in connection with the Registration Statement, to the extent such information is deemed under the Act to be part of any registration statement.

"Secretary's Certificate" means a certificate, the form of which is attached as **Exhibit 6**, signed by the secretary of Company.

"Shares" include the Preferred Shares and the Common Shares.

"Short Sales" means "short sales" as defined in Rule 200 of Regulation SHO of the Exchange Act.

"Subsidiary" means any Person Company owns or controls, or in which Company, directly or indirectly, owns a majority of the capital stock or similar interest that would be disclosable pursuant to Regulation S-K, Item 601(b)(21).

"Trading Day" means any day on which the Common Stock is traded on the Trading Market; provided that it will not include any day on which the Common Stock is (a) scheduled to trade for less than 5 hours, or (b) suspended from trading.

"Trading Market" means the OTC Markets (including the OTCQX Marketplace and OTCQB Marketplace), the NASDAQ Stock Market, the NYSE Amex, or the New York Stock Exchange, whichever is at the time the principal trading exchange or market for the Common Stock, but does not include the OTC Pink Marketplace inter-dealer electronic quotation and trading system.

"Transaction Documents" means this Agreement, the other agreements, certificates and documents referenced herein or the form of which is attached hereto, and the exhibits, schedules and appendices hereto and thereto.

"Transfer Agent" means the current transfer agent or any successor transfer agent for the Common Stock.

"Transfer Agent Instructions" means the irrevocable Transfer Agent Instructions in the form set forth in **Exhibit 3**.

"Underlying Shares" means the Dividend Shares together with the Conversion Shares.

Exhibit 2

Form of Certificate of Designations

PRESSURE BIOSCIENCES, INC.

CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES E CONVERTIBLE PREFERRED STOCK

I. Terms of Preferred Stock.

A. Designation, Amount and Par Value. The series of Preferred Stock will be designated as the Corporation's Series E Convertible Preferred Stock (the "**Series E Preferred Stock**") and the number of shares so designated will be 500, which will not be subject to increase without any consent of the holders of the Series E Preferred Stock (each a "**Holder**" and collectively, the "**Holders**") that may be required by applicable law. Each share of Series E Preferred Stock will have a par value of \$0.01 per share.

B. Ranking and Voting.

1. Ranking. The Series E Preferred Stock will, with respect to rights upon liquidation, winding-up or dissolution, rank: (a) senior to the Corporation's common stock, par value \$0.01 per share ("**Common Stock**") for so long as at least 250 shares of Series E Preferred Stock remain outstanding, and *pari passu* with with the Common Stock thereafter; (b) junior with respect to the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock; and (c) junior to all existing and future indebtedness of the Corporation. The Series E Preferred Stock will, with respect to dividend rights, rank: (a) senior to the Corporation's Common Stock; (b) junior to the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock; and (c) senior with respect to Series D Preferred Stock.

2. Voting. For so long as at least 100 shares of Series E Preferred Stock remain outstanding, without the prior written consent of a majority of holders of shares of Series E Preferred Stock, the Company may not issue any preferred stock that is not junior to the Series E Preferred Stock in right of liquidation, winding-up and dissolution. For so long as any shares of Series E Preferred Stock remain outstanding, without the prior written consent of a majority of holders of shares of Series E Preferred Stock, the Company may not issue any preferred stock that is not junior to the Series E Preferred Stock in right of dividends. Except as required by applicable law or as set forth herein, the Holders of shares of Series E Preferred Stock will have no right to vote on any matters, questions or proceedings of this Corporation including, without limitation, the election of directors. Without limiting the foregoing, the Holders of Series E Preferred Stock will have no right to vote on the authorization or issuance of any shares of Common Stock or preferred stock ranking junior to the Series E Preferred Stock with respect to dividend rights and rights upon liquidation, winding-up or dissolution.

C. Dividends and Other Distributions. Commencing on the date of the issuance of any such shares of Series E Preferred Stock (each respectively an "**Issuance Date**"), holders of Series E Preferred Stock will be entitled to receive annual dividends on each outstanding share of Series E Preferred Stock ("**Dividends**"), at the Dividend Rate from the Issuance Date, subject to adjustment as provided herein. Accrued Dividends will be payable annually, beginning on the first anniversary of the original issue date, and upon redemption of the Series E Preferred Stock in accordance with **Section I.F** or conversion of the Series E Preferred Stock in accordance with **Section I.G**.

1. Any calculation of the amount of such Dividends payable pursuant to the provisions of this **Section I.C.** will be made based on a 365-day year and on the number of days actually elapsed during the applicable calendar quarter, compounded annually.

2. Dividends are payable at the Corporation's election, (a) in cash based on the closing bid price of our shares of common stock on the trading day immediately prior to the Dividend Payment Date, or (b) in shares of Common Stock registered pursuant to a current and effective registration statement on file with the U.S. Securities and Exchange Commission, valued at 85.0% of the VWAP of the Corporation's shares of Common Stock on the trading day on which shares of Common Stock are issued by the Corporation in electronic form in payment of such dividend.

3. So long as any shares of Series E Preferred Stock are outstanding, no dividends or other distributions will be paid, declared or set apart with respect to any Common Stock. The Common Stock will not be redeemed while the Series E Preferred Stock is outstanding.

4. Credit Risk Adjustment. Notwithstanding the foregoing, the Dividend Rate shall adjust (a) downward by an amount equal to the Credit Spread Adjustment for each amount equal to the Adjustment Factor, if any, that the Measuring Metric falls below the Lower Triggering Level, and (b) upward by an amount equal to the Credit Spread Adjustment for each amount equal to the Adjustment Factor, if any, that the Measuring Metric rises above the Upper Triggering Level; provided, however, that in no event shall the Dividend Rate be below the Minimum Rate or above the Maximum Rate.

D. Protective Provision. So long as any shares of Series E Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the shares of the Series E Preferred Stock then outstanding (voting as a class), (i) alter or change adversely the powers, preferences or rights given to the Series E Preferred Stock, (ii) authorize or create any class of stock ranking as to distribution of dividends senior to the Series E Preferred Stock, (iii) amend its certificate of incorporation or other charter documents in breach of any of the provisions hereof, (iv) increase the authorized number of shares of Series E Preferred Stock, or (v) enter into any

agreement with respect to the foregoing. So long as at least 100 shares of Series E Preferred Stock are outstanding, the Corporation will not, without the affirmative approval of the Holders of a majority of the shares of the Series E Preferred Stock outstanding (voting as a class), (a) liquidate, dissolve or wind-up the business and affairs of the Corporation, or (b) enter into any agreement with respect to the foregoing.

1. A “Deemed Liquidation Event” will mean: (a) a merger or consolidation in which the Corporation is a constituent party or a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of the surviving or resulting corporation or if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2. The Corporation will not have the power to effect a Deemed Liquidation Event referred to in **Section I.D.1** unless the agreement or plan of merger or consolidation for such transaction provides that the consideration payable to the stockholders of the Corporation will be allocated among the holders of capital stock of the Corporation in accordance with **Section I.E.**

E. Liquidation.

1. For so long as at least 250 shares of Series E Preferred Stock remain outstanding, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (each a “**Liquidation Event**”), after payment or provision for payment of debts and other liabilities of the Corporation, the holders of Series E Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount with respect to each share of Series E Preferred Stock equal to \$1,000.00, plus any accrued but unpaid Dividends thereon (the “**Series E Liquidation Value**”), before any distribution or payment shall be made to the holders of Common Stock. At any time that fewer than 250 shares of Series E Preferred Stock remain outstanding, upon the occurrence of any Liquidation Event, after payment or provision for payment of debts and other liabilities of the Corporation, pari passu with any distribution or payment made to the holders of Common Stock by reason of their ownership thereof, the holders of Series E Preferred Stock will be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders the Series E Liquidation Value. For so long as at least 250 shares of Series E Preferred Stock remain outstanding, if, upon the occurrence of any Liquidation Event, the amounts payable with respect to the shares of Series E Preferred Stock are not paid in full, the holders of shares of Series E Preferred Stock will share equally and ratably with each other in any distribution of assets of the Corporation in proportion to the Series E Liquidation Value, if any, to which each such holder is entitled, before any distribution or payment shall be made to holders of Common Stock. At any time that fewer than 250 shares of Series E Preferred Stock remain outstanding, if, upon the occurrence of any Liquidation Event, the amounts payable with respect to the shares of Series E Preferred Stock are not paid in full, the holders of shares of Series E Preferred Stock will receive the Series E Liquidation Value per share of Series E Preferred Stock on a proportionate and pari passu basis with the holders of Common Stock.

F. Redemption.

1. Corporation’s Redemption Option. Upon or after the fifth anniversary of the Issuance Date, the Corporation will have the right, at the Corporation’s option, to redeem all or a portion of the shares of Series E Preferred Stock, at a price per share equal to 100.0% of the Series E Liquidation Value (the “**Corporation Redemption Price**”).

2. Early Redemption. Prior to redemption pursuant to **Section I.F.1** hereof, the Corporation will have the right, at the Corporation’s option, to redeem all or a portion of the shares of Series E Preferred Stock at any time or times after the Issuance Date of such Series E Preferred Stock, at a price per share (the “**Early Redemption Price**”) equal to the sum of the following: (a) the Corporation Redemption Price, plus (b) the Make Whole Payment.

3. Mandatory Redemption. Subject to Section E, if the Corporation determines to liquidate, dissolve or wind-up its business and affairs, or effect any Deemed Liquidation Event, the Corporation will redeem the Series E Preferred Stock at the applicable Corporation Redemption Price set forth in **Section I.F.1** or Early Redemption Price set forth in **Section I.F.2** depending upon the date of such liquidation, dissolution or winding-up.

4. Mechanics of Redemption. If the Corporation elects to redeem any of the Holders’ Series E Preferred Stock then outstanding, it will deliver written notice thereof via facsimile and overnight courier (“**Notice of Redemption at Option of Corporation**”) to each Holder, which Notice of Redemption at Option of Corporation will indicate (a) the number of shares of Series E Preferred Stock that the Corporation is electing to redeem and (b) the applicable Early Redemption Price or Corporation Redemption Price.

5. Payment of Redemption Price. Upon receipt by any Holder of a Notice of Redemption at Option of Corporation, such Holder will promptly submit to the Corporation such Holder’s Series E Preferred Stock certificates. Upon receipt of such Holder’s Series E Preferred Stock certificates, the Corporation will pay the Corporation Redemption Price or Early Redemption Price, as applicable, to such Holder in cash.

G. Conversion.

1. Mechanics of Conversion.

a. Subject to the terms and conditions hereof, one or more shares of the Series E Preferred Stock may be converted, in part or in whole, into shares of Common Stock, at any time or times after the Issuance Date, at the option of Holder or the Corporation, by (i) if at the option of Holder, delivery of a written notice to the Corporation (the “**Holder Conversion Notice**”), of the Holder’s election to

convert the Series E Preferred Stock, or (ii) if at the option of the Corporation, if the Equity Conditions are met, delivery of a written notice to Holder (the “**Corporation Conversion Notice**” and, with the Holder Conversion Notice, each a “**Conversion Notice**”), of the Corporation’s election to convert the Series E Preferred Stock. On the same Trading Day on which the Corporation has received the Holder Conversion Notice or issued the Corporation Conversion Notice (as the case may be) by 11:59 a.m. Eastern time, or the following Trading Day if received after such time or on a non-Trading Day, the Corporation shall transmit by facsimile or electronic mail an acknowledgment of confirmation of receipt of the Holder Conversion Notice or issuance of the Corporation Conversion Notice to the Holder and the Corporation’s transfer agent (the “**Transfer Agent**”) and shall authorize the credit by the Transfer Agent of such aggregate number of Conversion Shares to which the Holder is entitled pursuant to such Conversion Notice to Holder’s or its designee’s balance account with The Depository Trust Corporation (DTC) Fast Automated Securities Transfer (FAST) Program, through its Deposit/Withdrawal at Custodian (DWAC) system, time being of the essence.

b. No fractional shares of Common Stock are to be issued upon conversion of Series E Preferred Stock, but rather the Corporation shall issue to the Holder cash in lieu of such fractional share based upon a value determined in good faith by holders of a majority of the outstanding shares of Series E Preferred Stock and the Corporation’s board of directors, or at the Corporation’s election, such fractional share shall be rounded up to the nearest whole share of Common Stock.

c. The Holder shall not be required to deliver the original certificates for the Series E Preferred Stock in order to effect a conversion hereunder.

d. The Corporation shall pay any and all taxes which may be payable with respect to the issuance and delivery of Conversion Shares to Holder.

2. Holder Conversion. In the event of a conversion of any Series E Preferred Stock pursuant to a Holder Conversion Notice, the Corporation shall issue to the Holder of such Series E Preferred Stock a number of Conversion Shares equal to (a) the Early Redemption Price multiplied by (b) the number of such Series E Preferred Stock subject to the Holder Conversion Notice divided by (c) the Conversion Price with respect to such Series E Preferred Stock plus the Make Whole Payment.

3. Corporation Conversion. In the event that the Closing Price of the Common Stock exceeds \$2.00 per share for any 20 of 25 consecutive Trading Days, upon a conversion of any Series E Preferred Stock pursuant to a Corporation Conversion Notice, the Corporation shall issue to the Holder of such Series E Preferred Stock a number of Conversion Shares equal to (a) the Early Redemption Price multiplied by (b) the number of such Series E Preferred Stock subject to the Corporation Conversion Notice divided by (c) the Conversion Price with respect to such Series E Preferred Stock plus the Make Whole Payment.

4. Stock Splits. If the Corporation at any time on or after the Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Conversion Shares will be proportionately increased. If the Corporation at any time on or after such Issuance Date combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased and the number of Conversion Shares will be proportionately decreased. Any adjustment under this **Section 4** shall become effective at the close of business on the date the subdivision or combination becomes effective.

5. Rights. In addition to any adjustments pursuant to **Section I.G.4**, if at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the “**Purchase Rights**”), then Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which Holder could have acquired if Holder had held the number of shares of Common Stock acquirable upon conversion of all Preferred Stock held by Holder immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

6. Definitions. For purposes of this **Section I.G**, the following terms shall have the following meanings:

a. “**Adjustment Factor**” means \$0.050 per share of Common Stock.

a. “**Announcement Date**” with respect to a share of Series E Preferred Stock shall mean the Announcement Date established for the issuance of such Series E Preferred Stock under the Stock Purchase Agreement pursuant to which such Series E Preferred Stock was issued to the Holder thereof.

b. “**Conversion Price**” means a price per share of Common Stock equal to \$1.020 per share of Common Stock, subject to adjustment as otherwise provided herein.

c. “**Conversion Shares**” means shares of Common Stock issuable upon conversion of Series E Preferred Stock.

d. “**Closing Bid Price**” means, for any security as of any date, the last closing bid price for such security on the Trading Market, as reported by Bloomberg, or, if the Trading Market begins to operate on an extended hours basis and does not designate the closing bid price, then the last bid price of such security prior to 4:00 p.m., Eastern time, as reported by Bloomberg, or, if the Trading Market is not the principal securities exchange or trading market for such security, the last closing bid price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price of such security in the over-the-counter market on the OTC Marketplace or electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price is reported for such security by Bloomberg, the average of the bid prices of any market makers for such security as reported in the OTC Pink Marketplace .

e. “**Credit Spread Adjustment**” means 98.7310 basis points.

f. **“Dividend Rate”** means 10.50% *per annum*.

g. **“Equity Conditions”** means (i) on each day during the period beginning 30 Trading Days prior to the applicable date of determination and ending 20 Trading Days after the applicable date of determination (the **“Equity Conditions Measuring Period”**), the Common Stock is designated for quotation on the Trading Market and shall not have been suspended from trading on such exchange or market nor shall delisting or suspension by such exchange or market been threatened or pending either (A) in writing by such exchange or market or (B) by falling below the then effective minimum listing maintenance requirements of such exchange or market; (ii) during the Equity Conditions Measuring Period, the Corporation shall have delivered Conversion Shares upon all conversions or redemptions of the Series E Preferred Stock in accordance with their terms to the Holder on a timely basis; (iii) the Corporation shall have no knowledge of any fact that would cause all of the following (1) the Registration Statement not to be effective and available for the issuance of the Conversion Shares; (2) Section 3(a)(9) under the Securities Act of 1933, as amended, not to be available for the issuance of the Conversion Shares and (3) Securities Act Rule 144 not to be available for the resale of all the Conversion Shares underlying the Series E Preferred Stock; (iv) a minimum of \$600,000 in aggregate trading volume has traded on the Trading Market during 20 out of 25 Trading Days prior to the date of determination; and (v) the Corporation otherwise shall have been in compliance with and shall not have breached any provision, covenant, representation or warranty in the Stock Purchase Agreement pursuant to which the Series E Preferred Stock and the Corporation’s Restated Articles of Incorporation, as amended, including this Certificate of Designations.

h. **“Lower Triggering Level”** means \$0.650 per share of Common Stock.

i. **“Make Whole Payment”** means, upon any redemption or conversion prior to the fifth anniversary of the Issuance Date, a payment equal to (A) if the trading price of the Common Stock at any time on any Trading Day, on which a registration statement is effective and available or Securities Act Rule 144 is available for the resale of all of the Conversion Shares underlying the Series E Preferred Stock, is at or above the Threshold Level, the total cumulative amount of Dividends that otherwise would have been payable through the fourth anniversary of the Issuance Date, less any Dividends that have been paid, and otherwise (B) the total cumulative amount of Dividends that otherwise would have been payable through the fifth anniversary of the Issuance Date, less any Dividends that have been paid. The Make-Whole Payment may be made at the Corporation’s election, (a) in cash or (b) registered shares of Common Stock, valued at 85.0% of the VWAP on the Trading Day immediately prior to the day on which the shares are electronically delivered to each holder of Series E Preferred Stock.

j. **“Maximum Rate”** means 18.00% *per annum*.

k. **“Measuring Metric”** means the Closing Price of the Common Stock on any Trading Day following the Issuance Date of the Series E Preferred Stock.

l. **“Minimum Rate”** means 2.00% *per annum*.

m. **“Threshold Level”** means \$2.00 per share of Common Stock.

n. **“Trading Day”** means any day on which the Common Stock is traded on the Trading Market.

o. **“Trading Market”** means the OTC Markets (OTCQX or OTCQB), the OTC Bulletin Board, the NASDAQ Stock Market, the NYSE Amex, or the New York Stock Exchange, whichever is at the time the principal trading exchange or market for the Common Stock, but does not include the OTC Pink Marketplace, inter-dealer electronic quotation and trading system.

p. **“Upper Triggering Level”** means \$1.200 per share of Common Stock.

q. **“VWAP”** means, for any Trading Day, the volume-weighted average price, calculated by dividing the aggregate value of Common Stock traded on the Trading Market during regular hours (price per share multiplied by number of shares traded) by the total volume (number of shares) of Common Stock traded on the Trading Market for such Trading Day.

7. Conversion Limitation. Notwithstanding any other provision, at no time may the Corporation or Holder deliver a Conversion Notice if the number of Conversion Shares to be received pursuant to such Conversion Notice, aggregated with all other shares of Common Stock then beneficially (or deemed beneficially) owned by Holder, would result in Holder beneficially owning, on the date of delivery of the Conversion Notice, more than 9.99% of all Common Stock outstanding as determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. No Corporation Conversion Notice may be issued with respect to more than 250 Preferred Shares in any Equity Conditions Measuring Period.

H. Register. The Corporation will keep at its principal office, or at the offices of the transfer agent, a register of the Series E Preferred Stock. Upon the surrender of any certificate representing Series E Preferred Stock at such place, the Corporation, at the request of the record Holder of such certificate, will execute and deliver (at the Corporation’s expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares as is requested by the Holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

II. **Miscellaneous.**

A. Notices. Any and all notices to the Corporation will be addressed to the Corporation’s Chief Executive Officer at the Corporation’s principal place of business on file with the Secretary of State of the Commonwealth of Massachusetts. Any and all notices or other communications or deliveries to be provided by the Corporation to any Holder hereunder will be in writing and delivered personally, by facsimile, sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile telephone number or address of such Holder appearing on the books of the Corporation, or if no such facsimile telephone number or address appears, at the principal place of business of the Holder. Any notice or other communication or deliveries hereunder will be deemed given and effective on the earliest of (1)

the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this **Section II.A** prior to 5:30 p.m. Eastern time, (2) the date after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this section later than 5:30 p.m. but prior to 11:59 p.m. Eastern time on such date, (3) the second business day following the date of mailing, if sent by nationally recognized overnight courier service, or (4) upon actual receipt by the party to whom such notice is required to be given.

B. Lost or Mutilated Preferred Stock Certificate. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered Holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series E Preferred Stock, and in the case of any such loss, theft or destruction upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the Holder is a financial institution or other institutional investor its own agreement will be satisfactory) or in the case of any such mutilation upon surrender of such certificate, the Corporation will, at its expense, execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

C. Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designations and will not be deemed to limit or affect any of the provisions hereof.

Exhibit 3

Form of Transfer Agent Instructions

[Letterhead of Pressure BioSciences, Inc.]

April 6, 2012

[Transfer Agent]

Re: Pressure BioSciences, Inc.

Ladies and Gentlemen:

In accordance with the Stock Purchase Agreement (“**Agreement**”), dated April 6, 2012, by and between Pressure BioSciences, Inc., a Massachusetts corporation (“**Company**”), and Ironridge BioPharma Co., a division of Ironridge Global IV, Ltd., a British Virgin Islands business company (“**Purchaser**”), pursuant to which Company may issue and deliver shares (“**Shares**”) of Company’s common stock, par value \$0.01 per share (“**Common Stock**”) upon conversion of shares of Series E Preferred Stock and in lieu of cash payment of dividends on the Preferred Stock, including the make-whole payment, this will serve as our irrevocable authorization and direction to you (provided that you are the transfer agent of Company at such time), in the event the Company or the Purchaser issues a Holder Conversion Notice to issue the Shares. Capitalized terms used herein without definition will have the respective meanings ascribed to them in the Agreement.

Upon your receipt of a copy of a Holder Conversion Notice, you will use your commercially reasonable efforts to, within one (1) Trading Day following the date of receipt of the Conversion Notice, (a) issue and surrender to a common carrier for overnight delivery to the address as specified in the Holder Conversion Notice of exercise a certificate, registered in the name of the Purchaser or its designee, for the number of Shares to which the Purchaser is entitled upon conversion as set forth in the Holder Conversion Notice, or (b) provided you are participating in The Depository Trust Company (DTC) Fast Automated Securities Transfer (FAST) Program, upon the request of the Purchaser, credit such aggregate number of Shares to which the Purchaser is entitled to the Purchaser’s or its designee’s balance account with DTC through its Deposit Withdrawal At Custodian (DWAC) system provided the Purchaser causes its bank or broker to initiate the DWAC transaction.

You are hereby authorized and directed to reserve for issuance the Shares in the Company’s stock ledger. Company hereby confirms that the Shares have been reserved for issuance and are not subject to any stop-transfer restrictions and will otherwise be freely transferable on the books and records of Company. If the Shares are certificated, the certificates will not bear any legend restricting transfer of the shares represented thereby.

You acknowledge and agree that so long as you have previously received (a) written confirmation from the Company’s legal counsel that either (i) a registration statement covering resales of the Shares has been declared effective by the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “1933 Act”), or (ii) that sales of the Shares may be made in conformity with Rule 144 under the 1933 Act, and (b) if applicable, a copy of such registration statement, then, as promptly as practicable, you shall issue the certificates representing the Shares, and such certificates shall not bear any legend restricting transfer of the Shares or the thereby and should not be subject to any stop-transfer restriction.

A form of written confirmation from the Company’s outside legal counsel that a registration statement covering resales of the Shares has been declared effective by the SEC under the 1933 Act is attached hereto as Exhibit I.

Company hereby confirms that no instructions other than as contemplated herein will be given to you by Company with respect to the Shares. Company hereby agrees that it will not replace you as Company’s transfer agent, until such time as Company provides written notice to you and Purchaser that a suitable replacement has agreed to serve as transfer agent and to be bound by the terms and conditions of this letter agreement regarding Irrevocable Transfer Agent Instructions (this “**Transfer Agent Agreement**”).

Company and you hereby acknowledge and confirm that complying with the terms of this Transfer Agent Agreement does not and will not prohibit you from satisfying any and all fiduciary responsibilities and duties you may owe to Company.

Company must keep its bill current with you – if Company is not current and is on suspension, the Purchaser will have the right to pay Company’s outstanding bill, in order for you to act upon this Transfer Agent Agreement. If the outstanding bill is not paid by Company or the Purchaser, you have no further obligation under this Transfer Agent Agreement.

IN WITNESS WHEREOF, the parties have caused this Transfer Agent Agreement regarding Transfer Agent Instructions to be duly executed and delivered as of the date first written above.

PRESSURE BIOSCIENCES, INC.

By:
Name:
Title:

**THE FOREGOING INSTRUCTIONS ARE
ACKNOWLEDGED AND AGREED TO
this ____ day of April 2012**

[NAME OF TRANSFER AGENT]

By:

Name:

Title:

FOR IMMEDIATE RELEASE

Investor Contacts:

Richard T. Schumacher, President & CEO
Brendan O'Neil, Managing Director

Pressure BioSciences, Inc.
Ironridge BioPharma

Co.

Ironridge BioPharma to Invest \$500,000 in Pressure BioSciences

**Signs Definitive Agreement to Purchase Redeemable Convertible Preferred Stock
in Registered Direct Offering at a Fixed Conversion Price of \$1.02 per Share**

South Easton, MA, April 9, 2012 – Pressure BioSciences, Inc. (OTCQB: PBIO) (“PBI” or the “Company”) today announced that it has entered into a definitive agreement with Ironridge BioPharma Co. (“Ironridge”) to purchase \$500,000.00 in shares of Series E Convertible Preferred Stock (the “Preferred Stock”) of the Company.

Each share of the 500 shares of Preferred Stock to be sold to Ironridge is convertible into approximately 980 shares of Common Stock, which is determined by dividing the stated value of the Series E Preferred Stock of \$1,000 by a fixed conversion price of \$1.02 per share. The conversion price is not subject to any price anti-dilution protection. Ironridge will receive no warrants. There are few restrictive covenants and no amortization provisions in the transaction. The Preferred Stock will accrue dividends at 10.5% per annum, subject to a credit risk and make-whole adjustment, and is payable in cash or shares of registered Common Stock at the discretion of PBI. Under certain conditions and subject to certain limitations, the Company may require Ironridge to convert their Preferred Stock into Common Stock. The transaction is subject to customary closing conditions.

In connection with the transaction, Ironridge represented that it has never shorted the Company's stock, does not hold any short position in the Company's stock, and will not engage in or effect, directly or indirectly, any short sale for at least one year.

“We are very impressed with PBI's patented and enabling Pressure Cycling Technology (“PCT”) Platform, their existing customer base, their accomplishments over the past year, and their hard-working and talented staff,” commented Ironridge Managing Director, Brendan O'Neil. “We are excited about this financing transaction, and hope this is the beginning of a long and mutually beneficial relationship.”

Richard T. Schumacher, President and CEO of PBI, said: “We appreciate Ironridge's life science focus, and believe they are a great capital partner for us as we seek to fill a large and growing need in the sample preparation marketplace in the life sciences industry.”

Ladenburg Thalmann & Co. Inc., a subsidiary of Ladenburg Thalmann Financial Services Inc. (NYSE AMEX: LTS), acted as the exclusive placement agent for the transaction.

The offering is expected to close on or about April 11, 2012, subject to the satisfaction of customary closing conditions.

The securities described above are being offered pursuant to a shelf registration statement, as amended (File No. 333-176828), which was declared effective by the United States Securities and Exchange Commission (“SEC”) on September 26, 2011. This press release shall not constitute an offer to sell or the solicitation of an offer to buy any of the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. When filed with the SEC, copies of the prospectus supplement and the accompanying base prospectus relating to this offering may be obtained at the SEC's website at <http://www.sec.gov>.

About Ironridge BioPharma Co.

Ironridge BioPharma Co., a division of Ironridge Global IV, Ltd., specializes in equity investments in the life sciences sector, including companies involved in biotechnology, pharmaceuticals, medical devices and enabling technologies. Ironridge is a long-only institutional investor that entered into more than twenty equity financing transactions last year, ranging from a quarter million to ten million dollars each. Ironridge seeks to be a long-term financial partner, assisting public companies in financing operations and expansion by supplying innovative funding solutions and flexible capital. The firm seeks to unlock the full potential of cash-constrained businesses, propelling higher growth and more profitable enterprises. For more information on Ironridge, please visit www.IronridgeGlobal.com.

About Pressure BioSciences, Inc.

Pressure BioSciences, Inc. (“PBI”) (OTCQB: PBIO) is focused on the development, marketing, and sale of proprietary laboratory instrumentation and associated consumables based on Pressure Cycling Technology (“PCT”). PCT is a patented, enabling technology platform with multiple applications in the estimated \$6 billion life sciences sample preparation market. PCT uses cycles of hydrostatic pressure between ambient and ultra-high levels to control bio-molecular interactions. PBI currently focuses its efforts on the development and sale of PCT-enhanced sample preparation systems (instruments and consumables) for mass spectrometry, biomarker discovery, biotherapeutics characterization, vaccine development, soil and plant biology, forensics, histology, and counter-bioterror applications.

Forward Looking Statements

Statements contained in this press release regarding PBI's intentions, hopes, beliefs, expectations, or predictions of the future are "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward looking statements include

statements regarding the purchase by Ironridge of \$500,000 of the Company's Series E Convertible Preferred Stock, the relationship between the Company and Ironridge, and the estimated size of the life sciences sample preparation market. These statements are based upon the Company's current expectations, forecasts, and assumptions that are subject to risks, uncertainties, and other factors that could cause actual outcomes and results to differ materially from those indicated by these forward-looking statements. These risks, uncertainties, and other factors include, but are not limited to: possible difficulties or delays in the implementation of the Company's strategies that may adversely affect the Company's continued and expanded commercialization of its PCT-based product line; changes in customer's needs and technological innovations; the Company's sales force and distribution network may not be successful in selling the Company's PCT product line because scientists may not perceive the advantages of PCT over other sample preparation methods; and the Company may not be successful in raising additional capital necessary to fund the Company's operations. Given the uncertainty in the capital markets and the current status of the Company's product development and commercialization activities, there can be no assurance that the Company will secure the additional capital necessary to fund its operations beyond May 2012 on acceptable terms, if at all. Additional risks and uncertainties that could cause actual results to differ materially from those indicated by these forward-looking statements are discussed under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2011, and other reports filed by the Company from time to time with the SEC. The Company undertakes no obligation to update any of the information included in this release, except as otherwise required by law.

For more information about PBI and this press release, please click on the following links:
<http://www.pressurebiosciences.com>