

**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) June 16, 2011

PRESSURE BIOSCIENCES, INC.

(Exact Name of Registrant as Specified in its Charter)

MASSACHUSETTS

(State or Other Jurisdiction of Incorporation)

0-21615

(Commission File Number)

04-2652826

(IRS Employer Identification No.)

14 Norfolk Avenue, South Easton, MA

(Address of Principal Executive Offices)

02375

(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.

On June 21, 2011, Pressure BioSciences, Inc. (the “Company”) completed the second tranche (the “Second Tranche”) of its private placement (the “Private Placement”) pursuant to a Securities Purchase Agreement, as amended (the “Securities Purchase Agreement”), in which the Company sold an aggregate of 22,038 units to two accredited investors for a purchase price of \$12.50 per unit (the “Purchase Price”), resulting in gross proceeds to the Company of \$275,475. Each unit (“Unit”) consists of (i) one share of Series C Convertible Preferred Stock, par value \$0.01 per share (the “Series C Convertible Preferred Stock”) convertible into 10 shares of our Common Stock and (ii) a warrant to purchase ten shares of Common Stock at an exercise price equal to \$2.13 per share, exercisable until the third anniversary of the date of issuance (the “Warrant”).

In connection with the closing of the Second Tranche, the Company and the investors (the “Purchasers”) in the Private Placement entered into Amendment No. 1 to the Securities Purchase Agreement (the “Amendment”), which reduced the per Unit purchase price for Units sold pursuant to the Securities Purchase Agreement from \$15.00 to \$12.50. As a result of the reduction in the per Unit purchase price, the Company issued an additional 11,011 Units to Purchasers of Units who participated in closings on April 8, 2011 and April 11, 2011, as disclosed in the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on April 12, 2011 (the “Prior Report”).

To date, the aggregate amount of gross proceeds the Company has received in the Private Placement is approximately \$1.1 million.

The Company engaged an investment banker (the “Investment Banker”) to assist with the Private Placement. In connection with the Second Tranche, the Company is paying a fee of (i) approximately \$22,000 cash, (ii) an expense allowance of approximately \$5,500, (iii) a warrant to purchase 1,760 shares of Common Stock exercisable at a purchase price of \$1.50, and (iv) a warrant to purchase 1,760 shares of Common Stock exercisable at a purchase price of \$2.38.

The Prior Report is incorporated herein by reference. The Amendment filed as Exhibit 4.1 to this Current Report on Form 8-K is also incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

The sale of the Units described in Item 1.01 of this Current Report on Form 8-K were issued and sold in the Private Placement without registration under the Securities Act, in reliance upon the exemption from registration set forth in Rule 506 of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”). The Company based such reliance upon representations made by each Purchaser of Units, including, but not limited to, representations as to the Purchaser’s status as an “accredited investor” (as defined in Rule 501(a) under Regulation D) and the Purchaser’s investment intent. The Units were not offered or sold by any form of general solicitation or general advertising (as such terms are used in Rule 502 under Regulation D). The Units, or the shares of Series C Convertible Preferred Stock and Warrants comprising the Units, may not be re-offered or sold absent an effective registration statement or an exemption from the registration requirements under applicable federal and state securities laws. The information in Item 1.01 of this Current Report on Form 8-K is incorporated herein by this reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 16, 2011, based on the recommendation of the Nominating Committee, the Board of Directors unanimously elected Jeffery N. Peterson to the Board of Directors, as a Class I Board member with a term expiring at the 2012 annual meeting of shareholders. The Board of Directors increased the number of directors from seven to eight with Mr. Peterson filling the newly created additional Class I position.

Mr. Peterson was elected contingent and effective upon the purchase of an aggregate of at least \$500,000 of Units in the Private Placement by Clayton A. Struve, pursuant to an informal agreement between the Company and Mr. Struve. Mr. Struve purchased \$250,170 worth of Units on April 8, 2011 and an additional \$250,450 worth of Units in the Second Tranche on June 21, 2011. Mr. Struve purchased the Units on the terms described in Item 1.01 of this Current Report on Form 8-K.

Mr. Peterson, currently the CEO of Target Discovery, Inc. (TDI), a discovery biology company, has broad executive, general management, multi-functional, multi-business, and international experience. He has guided TDI through 12 years of breakthrough proteomics platform tools development and positioning as an emerging leader in Personalized Medicine Diagnostics.

Prior to TDI, Mr. Peterson spent 9 years in key management roles in Abbott Laboratories' International and Diagnostics businesses. He last served as CEO and General Manager of Abbott South Africa. He played a pivotal management role in Abbott's successful introduction and support of multiple new diagnostics instrument and reagent systems in Abbott's X-System series, including the IMx. Mr. Peterson's experience prior to Abbott included 11 years with General Electric's Engineered Materials and Plastics businesses, spanning roles in strategic planning, business development, technology licensing, marketing/sales, operations/quality, and R&D.

Mr. Peterson holds BSChE and MSChE (Chemical Engineering) degrees from MIT. He serves on the Board and is Chairman Emeritus of the BayBio Institute, a non-profit organization serving the regional life science community, and on the Board of BayBio, the trade association for the life sciences industry in Northern California. He is a co-founder of the Coalition for 21st Century Medicine, and of BIO's Research Tools & Molecular Diagnostics Working Group.

Mr. Peterson will receive the same cash compensation as other non-employee directors of the Company, which is a quarterly stipend of \$2,500 to be accrued and not paid until such time in the future that the Board of Directors determines that the overall financial and cash position of the Company will allow payments of such amounts. In addition, as a non-employee director, Mr. Peterson will be granted options to purchase 25,000 shares of the Company's Common Stock at the first Board meeting following the effectiveness of his election to the Board of Directors.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits The Exhibit Index annexed hereto is incorporated herein by reference.

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: June 21, 2011

PRESSURE BIOSCIENCES, INC.

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

EXHIBIT INDEX

Exhibit Number	Exhibit Description
4.1	Amendment No. 1 to Securities Purchase Agreement.

**AMENDMENT NO. 1 TO
SECURITIES PURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT ("**Amendment**") is made as of the 21st day of June, 2011 by and among Pressure BioSciences, Inc., a Massachusetts corporation (the "**Company**") and the purchasers listed on the signature pages attached hereto (each a "**Purchaser**" and together the "**Purchasers**"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Securities Purchase Agreement (as defined below).

WHEREAS, the Company has sold an aggregate of 55,048 units ("**Units**") comprised of (i) one share of Series C Convertible Preferred Stock, \$.01 par value (the "**Preferred Stock**") and (ii) a warrant to purchase ten shares of Common Stock, \$.01 par value (the "**Warrant**") to certain investors at a purchase price of \$15.00 per Unit pursuant to the terms of that certain Securities Purchase Agreement dated on or about April 8, 2011 by and among the Company and the Purchasers named therein (the "**Series C Securities Purchase Agreement**") for an aggregate purchase price of approximately \$825,737 at Closings occurring on April 8, 2011 and April 11, 2011 (the "**Prior Closings**").

WHEREAS, the Company desires to offer and sell additional Units, on substantially the same terms and conditions set forth in the Series C Securities Purchase Agreement as amended hereby, at one or more Closings to be held no later than June 30, 2011 at a per Unit purchase price equal to the greater of (a) (i) \$12.50 for Purchasers who have made each of the deliveries required by Section 2.4(b) of the Series C Securities Purchase Agreement until an aggregate of \$3 million has been deposited with the Escrow Agent and (ii) \$20.00 for Purchasers who have made each of the deliveries required by Section 2.4(b) of the Series C Securities Purchase Agreement after an aggregate of \$3 million has been deposited with the Escrow Agent and (b) (i) the closing bid price of the Common Stock as reported by the Trading Market on the Trading Day immediately preceding the Closing Date with respect to which the particular Units are being purchased, (ii) plus \$0.13, (iii) multiplied by ten.

WHEREAS, as a result of the reduction in the Per Unit Purchase Price due to the amendment to the definition of Per Unit Purchase Price described herein, each Purchaser of Units in a Prior Closing is entitled to receive on the date hereof an additional number of Units calculated by dividing the aggregate purchase price paid by such Purchaser in the Prior Closings by the amended Per Unit Purchase Price set forth herein, minus the number of Units issued to such Purchaser in the Prior Closings ("**Additional Units**").

WHEREAS, Section 5.4 of the Series C Securities Purchase Agreement provides that no provision of the Series C Securities Purchase Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Majority Purchasers, provided such amendment, modification, termination or waiver applies equally and proportionately to all of the Purchasers.

WHEREAS, the Company and the undersigned Purchasers, which constitute the Majority Purchasers, desire to amend the Series C Securities Purchase Agreement to amend and restate the definition of Per Unit Purchase Price and to reflect the issuance of Additional Units to the Purchasers who participated in the Prior Closings as a result of the amendment to the definition of Per Unit Purchase Price.

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

1. Amendments to Preferred Stock Purchase Agreement.

1.1. The definition of “*Per Unit Purchase Price*” in Section 1.1 of the Series C Securities Purchase Agreement is hereby deleted in its entirety and replaced with the following language in lieu thereof:

“*Per Unit Purchase Price*’ means an amount equal to the greater of (a) (i) \$12.50 for Purchasers who have made each of the deliveries required by Section 2.4(b) until an aggregate of \$3 million has been deposited with the Escrow Agent and (ii) \$20.00 for Purchasers who have made each of the deliveries required by Section 2.4(b) after an aggregate of \$3 million has been deposited with the Escrow Agent and (b) (i) the closing bid price of the Common Stock as reported by the Trading Market on the Trading Day immediately preceding the Closing Date with respect to which the particular Units are being purchased, (ii) plus \$0.13, (iii) multiplied by ten. However, in the case of clause (a)(ii), the Company’s board of directors may, but has no obligation to, determine to maintain the Per Unit Purchase Price at \$12.50.”

2. Issuance of Additional Units to Purchasers in Prior Closings. On the date hereof, the Company shall issue to each Purchaser in a Prior Closing that number of Units reflecting that number of Additional Units set forth opposite such Purchaser’s name on Schedule A hereto.

3. Definition of Original Issue Price. The parties hereto acknowledge and agree that, with respect to the shares of Preferred Stock issued to the Purchasers at the Prior Closings, or as contemplated in Section 2 above, the Series C Original Issue Price, as defined in the Company’s Amended and Restated Certificate of Designations, as filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts on April 7, 2011, shall mean \$12.50.

4. Full Force and Effect Except as amended hereby, the Series C Securities Purchase Agreement shall remain in full force and effect in accordance with its original terms.

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

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Securities Purchase Agreement as of the date first written above.

PRESSURE BIOSCIENCES, INC.

By: /s/ Richard T. Schumacher

Name: Richard T. Schumacher

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Securities Purchase Agreement as of the date first written above.

By: _____

Purchaser: _____

Name of Signatory: _____

Title of Signatory: _____

Dated: _____
