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): July 22, 2015

PRESSURE BIOSCIENCES, INC.
(Exact name of registrant as specified in its charter)

Massachusetts	000-21615	04-2652826
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

14 Norfolk Avenue
South Easton, Massachusetts 02375
(Address of principal executive offices)(Zip Code)

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

N/A
(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))

Cautionary Note on Forward-Looking Statements

This Current Report on Form 8-K (this "Report") contains, or may contain, among other things, certain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such forward-looking statements involve significant risks and uncertainties. Such statements may include, without limitation, statements with respect to the Company's plans, objectives, projections, expectations and intentions and other statements identified by words such as "projects," "may," "will," "could," "would," "should," "believes," "expects," "anticipates," "estimates," "intends," "plans," or similar expressions. These statements are based upon the current beliefs and expectations of the Company's management and are subject to significant risks and uncertainties, including those detailed in the Company's filings with the Securities and Exchange Commission (the "SEC"). Actual results may differ significantly from those set forth in the forward-looking statements. These forward-looking statements involve certain risks and uncertainties that are subject to change based on various factors (many of which are beyond the Company's control). The Company undertakes no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

Item 1.01 Entry into a Material Definitive Agreement.

On July 22, 2015, (the "Issuance Date") Pressure BioSciences Inc. (the "Company") entered into a Subscription Agreement (the "Subscription Agreement") with various individuals (each, a "Purchaser"), pursuant to which the Company sold Senior Secured Convertible Debentures (the "Debentures") and warrants to purchase shares of common stock equal to 50% of the number of shares issuable pursuant to the subscription amount (the "Warrants") for an aggregate purchase price of $2,180,000 (the "Purchase Price"). The total amount of the offering could be up to a potential amount of $5,000,000 with an over-allotment of $1,875,000 (the "Private Placement"). One or more additional closings may occur on or before August 7, 2015 ("Final Closing"). The Purchase Price consisted of $1,520,000 in cash from various subscribers and $660,000 from the conversion of principal and interest on outstanding promissory notes.

In connection with the Subscription Agreement, the Company paid to a FINRA-registered broker dealer that acted as the placement agent (the "Placement Agent") an aggregate of approximately $152,000 in cash compensation, representing fees and an expense allowance. The Company received total net proceeds of $1,340,000 after deducting Placement Agent fees and other costs associated with the Private Placement. The Company intends to use the funds to pay down outstanding variable rate convertible debt and to help solidify its marketing and sales efforts.

Senior Secured Convertible Debenture

The Company issued a principal aggregate amount of $2,398,000 in Debentures which represents a 10% original issue discount on the Purchase Price. The Debenture does not accrue any additional interest during the first year it is outstanding but accrues interest at a rate equal to 10% per annum for the second year it is outstanding. The Debenture has a maturity date of July 21, 2017. The Debenture is convertible any time after its issuance date. The Purchaser has the right to convert the Debenture into shares of the Company's common stock at a fixed conversion price equal to $0.28 per share, subject to applicable adjustments. In the second year that the Debenure is outstanding, any interest accrued shall be payable quarterly in either cash or common stock, at the Company's discretion.

At any time after the Issuance Date, the Company has the option, subject to certain conditions, to redeem some or all of the then outstanding principal amount of the Debenture for cash in an amount equal to the sum of (i) 120% of the then outstanding principal amount of the Debenture, (ii) accrued but unpaid interest and (iii) any liquidated damages and other amounts due in respect of the Debenture.

Warrants

The Company issued warrants exercisable into a total of 3,892,857 shares of our common stock. The Warrants issued in this transaction are immediately exercisable at an exercise price of $0.40 per share, subject to applicable adjustments including full ratchet anti-dilution in the event that we issue any securities at a price lower than the exercise price then in effect. The Warrants have an expiration period of five years from the original issue date. The Warrants are subject to adjustment for stock splits, stock dividends or recapitalizations and also include anti-dilution price protection for subsequent equity sales below the exercise price.

Subject to the terms and conditions of the Warrants, at any time commencing six months from the Final Closing, the Company has the right to call the Warrants for cancellation if the volume weighted average price of its Common Stock on the OTC QB Market (or other primary trading market or exchange on which the Common Stock is then traded) equals or exceeds three times the per share exercise price of the Warrants for 15 out of 20 consecutive trading days.

Security Agreement

In connection with the Subscription Agreement and Debenture, the Company entered into a Security Agreement dated July 22, 2015 with the Purchaser and the Placement Agent whereby the Company agreed to grant to Purchaser an unconditional and continuing, first priority security interest in all of the assets and property of the Company to secure the prompt payment, performance and discharge in full of all of Company's obligations under the Debentures, Warrants and the other Transaction Documents.

The foregoing description of the terms of the Subscription Agreement, Debentures, Warrants and the Security Agreement do not purport to be complete and are qualified in their entirety by reference to the provisions of such agreements forms of which are filed as exhibits 10.1, 4.1, 4.2 and 10.2 to this Current Report on Form 8-K.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure set forth under Item 1.01 of this Report, which disclosure is incorporated herein by reference.

The issuance of the securities described above were completed in accordance with the exemption provided by Section 4(a)(2) of the Securities Act of 1933, as amended.

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

On July 23, 2015, the Company filed an Articles of Amendment to the Articles of Organization with the Commonwealth of Massachusetts in order to effectuate an increase in the authorized common stock of the Company (the "Increase in Authorized Common Stock") from an aggregate of sixty five million (65,000,000) shares to one hundred million (100,000,000) shares, par value of $0.01 per share. The amendment will not affect the number of the Company's issued and outstanding preferred shares.

A copy of the filed Articles of Amendment to the Company's Restate Articles of Organization is attached hereto as Exhibit 3.1.

Item 8.01 Other Items

On July 23, 2015, we issued a press release relating to this initial closing of the Private Placement. The press release is attached hereto as Exhibit 99.1.

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	Form of Debenture
4.2	Form of Warrant
10.1	Subscription Agreement
10.2	Security Agreement
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.

PRESSURE BIOSCIENCES, INC.

Dated: July 28, 2015

By: */s/ Richard T. Schumacher*
Richard T. Schumacher
President

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PC

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED **Articles of Amendment** FORM MUST BE TYPED

(General Laws Chapter 156D, Section 10.06; 950 CMR 113.34)

(1) Exact name of corporation: Pressure BioSciences, Inc.

(2) Registered office address: 14 Norfolk Ave., South Easton, MA 02375
(number, street, city or town, state, zip code)

(3) These articles of amendment affect article(s): Article III
(specify the number(s) of article(s) being amended (I-VI))

(4) Date adopted: July 15, 2015
(month, day, year)

(5) Approved by:

(check appropriate box)

- ☐ the incorporators.
- ☐ the board of directors without shareholder approval and shareholder approval was not required.
- ☑ the board of directors and the shareholders in the manner required by law and the articles of organization.

(6) State the article number and the text of the amendment. Unless contained in the text of the amendment, state the provisions for implementing the exchange, reclassification or cancellation of issued shares.

Article III is being amended by increasing the Common Stock from 65,000,000 to 100,000,000, $0.01 par value per share.

P.C.

To change the number of shares and the par value, * if any, of any type, or to designate a class or series, of stock, or change a designation of class or series of stock, which the corporation is authorized to issue, complete the following:

Total authorized prior to amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
		COMMON	65,000,000	$0.01
		PREFERRED	26,065	$0.01
		Series A Convertible Preferred	313,960	$0.01
		Series B Convertible Preferred	279,256	$0.01
		Series C Convertible Preferred	88,098	$0.01
		Series D Convertible Preferred	850	$0.01
		Series E Convertible Preferred	500	$0.01
		Series G Convertible Preferred	240,000	$0.01
		Series H Convertible Preferred	10,000	$0.01
		Series J Convertible Preferred	6,250	$0.01
		Series K Convertible Preferred	15,000	$0.01
		Series A Junior Participating Preferred	20,000	$0.01
		Series H2 Convertible Preferred	21	$0.01

Total authorized after amendment:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	TYPE
		COMMON	100,000,000	$0.01
		PREFERRED	26,065	$0.01
		Series A Convertible Preferred	313,960	$0.01
		Series B Convertible Preferred	279,256	$0.01

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		Series C Convertible Preferred	88,098	$0.01
		Series D Convertible Preferred	850	$0.01
		Series E Convertible Preferred	500	$0.01
		Series G Convertible Preferred	240,000	$0.01
		Series H Convertible Preferred	10,000	$0.01
		Series J Convertible Preferred	6,250	$0.01
		Series K Convertible Preferred	15,000	$0.01
		Series A Junior Participating Preferred	20,000	$0.01
		Series H2 Convertible Preferred	21	$0.01

(7) The amendment shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified:

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* G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and comments relative thereto.

Signed by: _____
Richard T. Schumacher (signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☑ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary.

on this 23rd day of July, 2015.

MA SOC Filing Number: 201539964490 Date: 7/23/2015 11:35:00 AM

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

July 23, 2015 11:35 AM

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

Original Issue Date:
Original Conversion Price (subject to adjustment herein): **$0.28**

$ _____

PRESSURE BIOSCIENCES, INC.

SENIOR SECURED CONVERTIBLE DEBENTURE
DUE _____ [2017]

THIS SENIOR SECURED CONVERTIBLE DEBENTURE is one of a series of duly authorized and validly issued Senior Secured Convertible Debentures of Pressure BioSciences, Inc., a Massachusetts corporation, (the "Company"), having its principal place of business at 14 Norfolk Avenue, South Easton, Massachusetts 02375, designated as its Senior Secured Convertible Debenture due plus accrued Interest thereon not previously paid (this debenture, the "Debenture" and, collectively with the other debentures of such series, the "Debentures").

FOR VALUE RECEIVED, the Company promises to pay to _____ or its registered assigns (the "Holder"), or shall have paid pursuant to the terms hereunder, the principal sum of $ _____ [reflects increase by 10% original issue discount from actual subscription proceeds] on [24 months from Issue Date] _____ (the "Maturity Date") or such earlier date as this Debenture is required or permitted to be repaid as provided hereunder, and to pay Interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Debenture in accordance with the provisions hereof. This Debenture is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Debenture: (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement; and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(e).

"Bankruptcy Event" means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof; (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement; (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered; (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or (g) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing.

"Base Conversion Price" shall have the meaning set forth in Section 5(b).

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 4(d).

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Buy-In" shall have the meaning set forth in Section 4(c)(v).

"Change of Control Transaction" means the occurrence after the date hereof of any of: (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of 50.1% of the voting securities of the Company (other than by means of conversion or exercise of the Debentures and the Securities issued together with the Debentures); (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than 50.1% of the aggregate voting power of the Company or the successor entity of such transaction; (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than 50.1% of the aggregate voting power of the acquiring entity immediately after the transaction; (d) a replacement at one time or within a three year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof); or (e) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

"Common Stock" means the common stock, par value $0.01 per share of the Company.

"Conversion Date" shall have the meaning set forth in Section 4(a).

"Conversion Price" shall have the meaning set forth in Section 4(b).

"Conversion Schedule" means the Conversion Schedule in the form of Schedule 1 attached hereto.

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of this Debenture in accordance with the terms hereof.

"Debenture Register" shall have the meaning set forth in Section 2(c).

"Dilutive Issuance" shall have the meaning set forth in Section 5(b).

"Dilutive Issuance Notice" shall have the meaning set forth in Section 5(b).

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

"DWAC Shares" means shares of Common Stock that are (i) issued in electronic form, (ii) freely tradable and transferable and without restriction on resale and (iii) timely credited by the Company to the Investor's or its designee's 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, with no restrictions.

"Equity Conditions" means, during the period in question, (a) the Company shall have duly honored all conversions and redemptions scheduled to occur or occurring by virtue of one or more Notices of Conversion of the Holder, if any, (b) the Company shall have paid all liquidated damages and other amounts owing to the Holder in respect of this Debenture, (c)(i) there is an effective Registration Statement pursuant to which the Holder is permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to the Transaction Documents (and the Company believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to the Transaction Documents may be resold by non-Affiliates pursuant to Rule 144 without volume or manner-of-sale restrictions as determined by the counsel to the Company as set forth in a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the Holder the cost of which is to be borne by the Company, (d) the Common Stock is trading on a Trading Market and all of the shares issuable pursuant to the Transaction Documents are listed or quoted for trading on such Trading Market (and the Company believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future), (e) the Conversion Shares constitute DWAC Shares and there is no DTC chill or other DTC limitation on the trading or transferability of the Underlying Shares, (f) there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all of the shares then issuable pursuant to the Transaction Documents, (g) there is no existing Event of Default and no existing event which, with the passage of time or the giving of notice, would constitute an Event of Default, (h) the issuance of the shares in question (or, in the case of an Optional Redemption, the shares issuable upon conversion in full of the Optional Redemption Amount) to the Holder would not violate the limitations set forth in Section 4(d) and Section 4(e) herein, and (i) there has been no public announcement of a pending or proposed Fundamental Transaction or Change of Control Transaction that has not been consummated.

"Event of Default" shall have the meaning set forth in Section 8(a).

"Exempt Issuance" means the issuance of (a) shares of Common Stock or options or other stock based awards to employees, officers or directors and consultants of the Company pursuant to the Company's stock or option plans existing as of the date hereof and to also include up to 2,500,000 shares of Common Stock (subject to adjustment for forward and reverse stock splits, recapitalizations and the like), in the aggregate, to employees, officers or directors and consultants of the Company pursuant to a written agreement, provided that such shares of Common Stock are not registered and carry no registration rights other than on Form S-8, (b) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Original Issue Date of this Debenture, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

"Forced Conversion" shall have the meaning set forth in Section 6(d).

"Forced Conversion Date" shall have the meaning set forth in Section 6(d).

"Forced Conversion Notice" shall have the meaning set forth in Section 6(d).

"Forced Conversion Notice Date" shall have the meaning set forth in Section 6(d).

"Fundamental Transaction" shall have the meaning set forth in Section 5(e).

"Interest" shall mean 10% interest per annum on the outstanding principal amount of Debentures, compounded annually to the extent not paid.

"Interest Payment Date" shall have the meaning set forth in Section 2(a).

"Issuable Maximum" shall have the meaning set forth in Section 4(e).

"Late Fees" shall have the meaning set forth in Section 2(d).

"Mandatory Default Amount" means the sum of (a) the greater of (i) the outstanding principal amount of this Debenture, plus all accrued and unpaid interest hereon, divided by the Conversion Price on the date the Mandatory Default Amount is either (A) demanded (if demand or notice is required to create an Event of Default) or otherwise due or (B) paid in full, whichever has a lower Conversion Price, multiplied by the VWAP on the date the Mandatory Default Amount is either (x) demanded or otherwise due or (y) paid in full, whichever has a higher VWAP, or (ii) 125% of the outstanding principal amount of this Debenture, plus 100% of accrued and unpaid interest hereon, and (b) all other amounts, costs, expenses and liquidated damages due in respect of this Debenture.

"Majority in Interest" means, at any time of determination, sixty-seven percent (67%) in interest (based on then-outstanding principal amounts of Debentures at the time of such determination) of the holders of Debentures.

"Memorandum" means the private placement memorandum dated as of April __, 2015, describing the private placement offering by the Company, pursuant to which this Debenture has been issued and sold.

"New York Courts" shall have the meaning set forth in Section 9(d).

"Notice of Conversion" shall have the meaning set forth in Section 4(a).

"Optional Redemption" shall have the meaning set forth in Section 6(a).

"Optional Redemption Amount" means the sum of: (a) (i) 120% of the then outstanding principal amount of the Debenture or (ii) if after the date of the Payment in Kind Notice as provided in Section 2(a) below, 125% of the then outstanding principal amount of the Debenture; (b) all liquidated damages and other amounts due in respect of the Debenture; and (c) an additional amount equal to the amount of interest that, but for such redemption hereunder, would have accrued with respect to the principal amount then outstanding under this Debenture being for the period from the date of such redemption hereunder through the Maturity Date.

"Optional Redemption Date" shall have the meaning set forth in Section 6(a).

"Optional Redemption Notice" shall have the meaning set forth in Section 6(a).

"Optional Redemption Notice Date" shall have the meaning set forth in Section 6(a).

"Optional Redemption Period" shall have the meaning set forth in Section 6(a).

"Original Issue Date" means the date of the first issuance of the Debentures, regardless of any transfers of any Debenture and regardless of the number of instruments which may be issued to evidence such Debentures.

"Permitted Indebtedness" means: (a) the indebtedness evidenced by the Debentures; (b) the Indebtedness existing on the Original Issue Date and set forth on Schedule 3.1(aa) attached to the Purchase Agreement; (c) indebtedness to trade creditors incurred in the ordinary course of business, including indebtedness incurred in the ordinary course of business with corporate credit cards; (d) Subordinated Indebtedness; (e) indebtedness owed to employees and officers of the Company in the ordinary course of business and (f) and extensions, refinancings and renewals of any items of Permitted Indebtedness, provided that the principal amount is not increased or the terms modified to impose materially more burdensome terms upon the Company or its Subsidiary, as the case may be.

"Permitted Lien" means (i) Liens in favor of the Holder; (ii) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; provided, that the Company maintains adequate reserves therefor in accordance with GAAP; (iii) Liens securing claims or demands of materialmen, artisans, mechanics, carriers, warehousemen, landlords and other like Persons arising in the ordinary course of the Company's business and imposed without action of such parties; provided, that the payment thereof is not yet required; (iv) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default hereunder; (vi) Liens on equipment or software or other intellectual property constituting purchase money liens and liens in connection with capital leases securing indebtedness permitted in clause (c) of "Permitted Indebtedness"; (vii) Liens incurred in connection with Subordinated Indebtedness; (viii) leases or subleases and licenses granted in the ordinary course of business and not interfering in any material respect with the business of the lessor or licensor; (ix) the interests of lessors under operating leases and non-exclusive licensors under license agreements; and (x) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clauses (i) through (ix) above; provided, that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase.

"Purchase Agreement" means the Subscription Agreement and Investor Questionnaire, dated as of May 10, 2015 among the Company and the original Holders, as amended, modified or supplemented from time to time in accordance with its terms, providing for the sale to the Holders of the Debentures and the Common Stock Warrants described therein.

"Registration Statement" means a registration statement meeting the requirements set forth in the Purchase Agreement and covering the resale of the Underlying Shares by each Holder.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Share Delivery Date" shall have the meaning set forth in Section 4(c)(ii).

"Subordinated Indebtedness" means (i) unsecured indebtedness subordinated to the Debentures in amounts and on terms and conditions reasonably satisfactory to a Majority in Interest, and (ii) secured indebtedness subordinated to the Debentures in amounts and on terms and conditions satisfactory to a Majority in Interest in their sole discretion.

"Successor Entity" shall have the meaning set forth in Section 5(e).

"Threshold Period" shall have the meaning set forth in Section 6(d).

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the OTC Bulletin Board (or any successors to any of the foregoing).

"Transaction Documents" means this Debenture, the Purchase Agreement, the Security Agreement and the Warrant (as defined in the Purchase Agreement).

"Underlying Shares" means the Conversion Shares and any shares of Common Stock issued or issuable by the Company as payment of Interest under this Debenture, including shares of Common Stock issuable under Section 2(a) below.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2. Payment in Kind; Interest.

a) Payment in Kind. At the Company's option, upon ten business days prior written notice to the Holder ("Payment in Kind Notice"), payment of principal (in full or partially) of the Debenture may be made at the Maturity Date by issuance of a number of shares of Common Stock equal to the sum determined by dividing the principal amount of the Debenture held by the Holder by the average VWAP price of the Company's Common Stock for the ten (10) days prior to the Conversion Date.

b) In order for the Company to avail itself of the ability to make payment of the Debenture with shares of its Common Stock the following conditions shall be satisfied at the date of the Payment in Kind Notice.

(i) the Equity Conditions shall have been satisfied;

(ii) the Maturity Date of the Debenture shall be extended for an additional 180 days and the Debentures (the "Maturity Extended Period") shall continue to bear Interest; and

(iii) the Company has sufficient authorized shares of Common Stock reserved for issuance in connection with the conversion or payment of the Debenture in shares of Common Stock (plus interest) equal to 300% of the number of shares of Common Stock issuable at the Conversion Price then in effect.

During the Extended Maturity Period the Company shall not have the right to force conversion or redeem the Debenture under Section 6 hereof.

c) Payment of Interest. The Company shall pay Interest to the Holder on the principal amount of this Debenture on a calendar quarterly basis on each of March 30th, June 30th, September 30th and December 30th, on all outstanding amounts under this Debenture commencing on a date which is the twelve month anniversary date following the Original Issue Date. At the Company's option, interest may be payable, provided the Equity Conditions are then satisfied, based upon the average VWAP price of the Company's Common Stock for the ten (10) days prior to the Interest due date.

Section 3. Registration of Transfers and Exchanges.

a) Different Denominations. This Debenture is exchangeable for an equal aggregate principal amount of Debentures of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Debenture has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and may be transferred or exchanged only in compliance with the Purchase Agreement and applicable federal and state securities laws and regulations.

c) Reliance on Debenture Register. Prior to due presentment for transfer to the Company of this Debenture, the Company and any agent of the Company may treat the Person in whose name this Debenture is duly registered on the Debenture Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Debenture is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time after the Original Issue Date until this Debenture is no longer outstanding, this Debenture shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(d) and Section 4(e) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount of this Debenture to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. To effect conversions hereunder, the Holder shall not be required to physically surrender this Debenture to the Company unless the entire principal amount of this Debenture has been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Debenture in an amount equal to the applicable conversion. The Holder and the Company shall maintain records showing the principal amount(s) converted and the date of such conversion(s). The Company may deliver an objection to any Notice of Conversion within two (2) Business Days of delivery of such Notice of Conversion. In the event of any dispute or discrepancy, the records of the Holder shall be controlling and determinative in the absence of manifest error. **The Holder, and any assignee by acceptance of this Debenture, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Debenture, the unpaid and unconverted principal amount of this Debenture may be less than the amount stated on the face hereof.**

b) Conversion Price. The conversion price in effect on any Conversion Date shall be equal to **$0.28, per share,** subject to adjustment herein (the "Conversion Price").

c) Mechanics of Conversion.

i. Conversion Shares Issuable Upon Conversion of Principal Amount. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the outstanding principal amount of this Debenture to be converted by (y) the Conversion Price.

ii. Delivery of Certificate Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder (A) a certificate or certificates representing the Conversion Shares which, on or after the earlier of (i) the six month anniversary of the Original Issue Date or (ii) the Effective Date, shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Purchase Agreement) representing the number of Conversion Shares being acquired upon the conversion of this Debenture and (B) a Company or bank check in the amount of accrued and unpaid Interest. On or after the earlier of (i) the six month anniversary of the Original Issue Date or (ii) the Effective Date, the Company shall use its reasonable best efforts to deliver any certificate or certificates required to be delivered by the Company under this Section 4(c) electronically through The Depository Trust Company or another established clearing corporation performing similar functions.

iii. Failure to Deliver Certificates. If, in the case of any Notice of Conversion, such certificate or certificates are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Conversion, in which event the Company shall promptly return to the Holder any original Debenture delivered to the Company and the Holder shall promptly return to the Company the Common Stock certificates issued to such Holder pursuant to the rescinded Conversion Notice.

iv. Obligation Absolute. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Debenture in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder. In the event the Holder of this Debenture shall elect to convert any or all of the outstanding principal amount hereof, the Company may not refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and or enjoining conversion of all or part of this Debenture shall have been sought and obtained, and the Company posts a surety bond for the benefit of the Holder in the amount of the outstanding principal amount of this Debenture, which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to the Holder to the extent it obtains judgment. In the absence of such injunction, the Company shall issue Conversion Shares or, if applicable, cash, upon a properly noticed conversion. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 8 hereof for the Company's failure to deliver Conversion Shares within the period specified herein and the Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(c)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Debenture in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(c)(ii). For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of this Debenture with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Debenture as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of this Debenture, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Debentures), not less than such aggregate number of shares of the Common Stock as shall (subject to the terms and conditions set forth in the Purchase Agreement) be issuable (taking into account the adjustments and restrictions of Section 5) upon the conversion of the then outstanding principal amount of this Debenture. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable and, if the Registration Statement is then effective under the Securities Act, shall be registered for public resale in accordance with such Registration Statement (subject to such Holder's compliance with its obligations under the Registration Rights Agreement).

vii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Debenture. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Company shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

viii. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Debenture shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Debenture so converted and the Company shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion.

d) Holder's Conversion Limitations. The Company shall not effect any conversion of this Debenture, and a Holder shall not have the right to convert any portion of this Debenture, to the extent that after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Debenture with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted principal amount of this Debenture beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, any other Debentures or the Warrants as described in the Purchase Agreement)) beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 4(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4(d) applies, the determination of whether this Debenture is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which principal amount of this Debenture is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Debenture may be converted (in relation to other securities owned by the Holder together with any Affiliates) and which principal amount of this Debenture is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(d), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Debenture, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Debenture held by the Holder. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(d), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Debenture held by the Holder and the Beneficial Ownership Limitation provisions of this Section 4(d) shall continue to apply. Any such increase or decrease will not be effective until the 61 st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Debenture.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Debenture is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of the Debentures or upon the exercise of any options or warrants), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Equity Sales. If, at any time while this Debenture is outstanding, the Company or any Subsidiary, as applicable, sells or grants any option to purchase or reprices or reduce the conversion or exercise price of any outstanding Securities, grants any right to reprice, or otherwise disposes of or issues, any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Conversion Price, other than in connection with any Common Stock Equivalents outstanding on the Original Issue Date (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the Conversion Price shall be reduced to equal the Base Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustment will be made under this Section 5(b) in respect of an Exempt Issuance. If the Company enters into a Variable Rate Transaction, despite the prohibition set forth in the Purchase Agreement, the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion price at which such securities may be converted or exercised. The Company shall notify the Holder in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section 5(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 5(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Conversion Shares based upon the Base Conversion Price on or after the date of such Dilutive Issuance, regardless of whether the Holder accurately refers to the Base Conversion Price in the Notice of Conversion.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 5(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents 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 the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Debenture (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) 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 (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Debenture is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Debenture, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Debenture (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, 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 participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Debenture is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of more than 50% of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent conversion of this Debenture, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(d) and Section 4(e) on the conversion of this Debenture), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Debenture is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(d) and Section 4(e) on the conversion of this Debenture). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Debenture following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Debenture and the other Transaction Documents in accordance with the provisions of this Section 5(e) pursuant to written agreements in form and substance reasonably satisfactory to the holders of a majority in principal amount of the Debentures prior to such Fundamental Transaction and shall, at the option of the holder of this Debenture, deliver to the Holder in exchange for this Debenture a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Debenture which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Debenture (without regard to any limitations on the conversion of this Debenture) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Debenture immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Debenture and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Debenture and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Debenture, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Debenture Register, at least ten (10) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Debenture during the 10-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Redemption and Forced Conversion.

a) Optional Redemption at Election of Company. Subject to the provisions of this Section 6(a), at any time after Original Issue Date and from time to time, the Company may deliver a notice to the Holder (an "Optional Redemption Notice" and the date such notice is deemed delivered hereunder, the "Optional Redemption Notice Date") of its irrevocable election to redeem all or any portion of the then outstanding principal amount of this Debenture and all other outstanding Debentures on a pro rata basis based upon the total principal amount of Debentures then outstanding for cash in an amount equal to the Optional Redemption Amount on the 10^{th} business day following the Optional Redemption Notice Date (such date, the "Optional Redemption Date", such 10^{th} business day period, the "Optional Redemption Period" and such redemption, the "Optional Redemption"). The Optional Redemption Amount is payable in full on the Optional Redemption Date. The Company covenants and agrees that it will honor all Notices of Conversion tendered from the time of delivery of the Optional Redemption Notice through the date all amounts owing thereon are due and paid in full. The Company's determination to pay an Optional Redemption in cash shall be applied ratably to all of the holders of the then outstanding Debentures based on their (or their predecessor's) initial purchases of Debentures pursuant to the Purchase Agreement.

b) Optional Redemption at the Election of the Holder. Subject to the provisions of this Section 6, at any time after either (i) the date the Company announces a Change in Control Transaction or (ii) the date the Company or any Subsidiary enters into an agreement providing for the sale of a material portion of their respective assets, the Holder may deliver a notice to the Company (a "Holder Optional Redemption Notice" and the date such notice is deemed delivered hereunder, the "Holder Optional Redemption Notice Date") of its irrevocable election to cause the Company redeem some or all of the then outstanding principal amount of this Debenture for cash in an amount equal to the Optional Redemption Amount on the later of (i) the 5th Trading Day following the Holder Optional Redemption Notice Date or (ii) the date such applicable transaction triggering such redemption right is consummated (such date, the "Holder Optional Redemption Date" and such redemption, the "Holder Optional Redemption"). The Optional Redemption Amount is payable in full on the Holder Optional Redemption Date. Any Holder Optional Redemption shall be applied ratably to all Holders that submit a Holder Optional Redemption based on their (or their predecessor's) initial purchases of Debentures pursuant to the Purchase Agreement. The Company hereby agrees to publicly disclose any Change of Control Transaction or entry into an asset sale agreement which would trigger a redemption right hereunder within one Trading Day from the date such agreement or transaction is entered into.

c) Redemption Procedure. The payment of cash pursuant to an Optional Redemption or a Holder Optional Redemption shall be payable on the Optional Redemption Date or Holder Optional Redemption Date. If any portion of the payment pursuant to an Optional Redemption or Holder Optional Redemption shall not be paid by the Company by the applicable due date, interest shall accrue thereon at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law until such amount is paid in full. Notwithstanding anything herein contained to the contrary, if any portion of an Optional Redemption Amount in connection with an Optional Redemption remains unpaid after such date, the Holder may elect, by written notice to the Company given at any time thereafter, to invalidate such Optional Redemption, ab initio, and, with respect to the Company's failure to honor the Optional Redemption, the Company shall have no further right to exercise such Optional Redemption. The Holder may elect to convert the outstanding principal amount of the Debenture pursuant to Section 4 prior to actual payment in cash for any redemption under this Section 6 by the delivery of a Notice of Conversion to the Company.

d) Forced Conversion. Notwithstanding anything herein to the contrary, if after the 6 month anniversary of the Closing Date provided that: (i) (A) Equity Conditions have been satisfied and are in effect; and (B) the VWAP for 15 out of any 20 consecutive Trading Days, which period shall have commenced only after the 6 month anniversary of the Closing Date but prior to the 10th day prior to the Maturity Date (such period the "Threshold Period"), exceeds 300% of the applicable Conversion Price, or (ii) (Y) the Company's Common Stock is listed for trading on the Nasdaq Stock Market or (Z) the Company completes an underwritten public offering of its Common Stock under the Securities Act for gross proceeds equal to the larger of (a) two (2) times the amount of Debentures sold in the aggregate pursuant to the terms of the offering as described in the Memorandum or (b) $5,000,000, the Company may, within three (3) Trading Days after the end of any such Threshold Period, deliver a written notice to the Holder (a "Forced Conversion Notice" and the date such notice is delivered to the Holder, the "Forced Conversion Notice Date") to cause the Holder to convert all or part of the then outstanding principal amount of this Debenture plus, if so specified in the Forced Conversion Notice, accrued but unpaid interest, liquidated damages and other amounts owing to the Holder under this Debenture, it being agreed that the "Conversion Date" for purposes of Section 4 shall be deemed to occur on the fifth Trading Day following the Forced Conversion Notice Date (such fifth Trading Day, the "Forced Conversion Date"). The Company may not deliver a Forced Conversion Notice, and any Forced Conversion Notice delivered by the Company shall not be effective, unless all of the Equity Conditions are met (unless waived in writing by the Holder) on each Trading Day occurring during the applicable Threshold Period through and including the later of the Forced Conversion Date and the Trading Day after the date such Conversion Shares pursuant to such conversion are delivered to the Holder. Any Forced Conversion shall be applied ratably to all Holders based on their initial purchases of Debentures pursuant to the Purchase Agreement, provided that any voluntary conversions by a Holder shall be applied against the Holder's pro rata allocation, thereby decreasing the aggregate amount forcibly converted hereunder if only a portion of this Debenture is forcibly converted. For purposes of clarification, a Forced Conversion shall be subject to all of the provisions of Section 4, including, without limitation, the provision requiring payment of liquidated damages and limitations on conversions.

Section 7. Negative Covenants. As long as any portion of this Debenture remains outstanding, unless the holders of a Majority in Interest shall have otherwise given prior written consent, the Company shall not, and shall not permit any of the Subsidiaries to, directly or indirectly:

a) other than Permitted Indebtedness, enter into, create, incur, assume, guarantee or suffer to exist any indebtedness for borrowed money of any kind, including, but not limited to, a guarantee, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom;

b) other than Permitted Liens, enter into, create, incur, assume or suffer to exist any Liens of any kind, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom;

c) amend its charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder;

d) repay, repurchase or offer to repay, repurchase or otherwise acquire more than a de minimis number of shares of its Common Stock or Common Stock Equivalents other than as to (i) the Conversion Shares or Warrant Shares as permitted or required under the Transaction Documents and (ii) repurchases of Common Stock or Common Stock Equivalents pursuant to employee, director or consultant repurchase plans or similar agreements;

e) prepay any Indebtedness, other than the Debentures if on a pro-rata basis and other than pursuant to payments of Permitted Indebtedness;

f) pay cash dividends or distributions on any equity securities of the Company;

g) enter into any transaction with any Affiliate of the Company which would be required to be disclosed in any public filing with the Commission, unless such transaction is made on an arm's-length basis and expressly approved by a majority of the disinterested directors of the Company (even if less than a quorum otherwise required for board approval); or

h) use the proceeds from the sale of the Debentures in a manner not described or provided for as described in the "Use of Proceeds" section of the Memorandum.

Section 8. Events of Default.

a) "Event of Default" means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of any Debenture or (B) interest, liquidated damages and other amounts owing to a Holder on any Debenture, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within ten (10) Trading Days;

ii. the Company shall fail to observe or perform any other covenant or agreement contained in the Debentures (other than a breach by the Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed in clause (xi) below) which failure is not cured, if possible to cure, within the earlier to occur of (A) ten (10) Trading Days after notice of such failure sent by the Holder or by any other Holder to the Company and (B) fifteen (15) Trading Days after the Company has become aware of such failure;

iii. a default or event of default or breach of covenant shall occur under any of the Transaction Documents (subject to any grace or cure period provided therein) ;

iv. any representation or warranty made in this Debenture or any other Transaction Documents shall be untrue or incorrect in any material respect as of the date when made or deemed made, which is not cured within 15 Trading Days;

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Company or any Subsidiary shall default on any of its obligations under any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement that (a) involves an obligation greater than $100,000, whether such indebtedness now exists or shall hereafter be created, and (b) results in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable;

vii. the Common Stock shall not be eligible for listing or quotation for trading on a Trading Market and shall not be eligible to resume listing or quotation for trading thereon within five (5) Trading Days or there is a DTC chill upon the Common stock which is not vacated or cured within five (5) Trading Days;

viii. the Company shall be a party to any Change of Control Transaction or Fundamental Transaction or shall agree to sell or dispose of all or in excess of 25% of its assets in one transaction or a series of related transactions (whether or not such sale would constitute a Change of Control Transaction);

ix the Company shall fail to timely satisfy its obligations to file periodic reports with the Securities and Exchange Commission under Sections 13 or 15(d) of the Securities and Exchange Act of 1934, as amended, which is not cured within 30 calendar days of the applicable due date or files a Form 15 to withdraw such filing requirements.

x. the Company fails to satisfy its obligations under the Purchase Agreement to register for resale the Underlying Shares under the Securities Act;

xi. the Board of Directors of the Company shall fail to recommend to its stockholders for a vote of stockholders in accordance with the laws of the Commonwealth of Massachusetts and the rules and regulations of the Securities and Exchange Commission an increase in the number of shares of authorized Common Stock in a number so as to provide for the conversion of all Debentures and exercise of all Warrants in accordance herewith and therewith, on or before November 10, 2015, and a vote of stockholders occurs on or before December 31, 2015; provided, however, in the event that the stockholders of the Company do not vote approving favor of such increase on or before December 31, 2015, the Company shall have 120 days from December 31, 2015 to obtain such stockholder approval.

xii. the Company shall fail for any reason to deliver certificates to a Holder prior to the fifth (5^{th}) Trading Day after a Conversion Date pursuant to Section 4(c) or any Forced Conversion Date pursuant to Section 6(d) or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of any Debentures in accordance with the terms hereof; or

xiii. any monetary judgment, writ or similar final process shall be entered or filed against the Company, any subsidiary or any of their respective property or other assets for more than $150,000 individually or $300,000 in the aggregate, and such judgment, writ or similar final process shall remain unvacated, unbonded or unstayed for a period of 45 calendar days.

b) Remedies Upon Event of Default. If any Event of Default occurs (other than an Event of Default under Section 8(a)(v)), the outstanding principal amount of this Debenture, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the written election of a Majority in Interest, immediately due and payable in cash at the Mandatory Default Amount. If any Event of Default in Section 8(a)(v) occurs, the outstanding principal amount of this Debenture, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become immediately due and payable in cash at the Mandatory Default Amount. Commencing five (5) days after the occurrence of any Event of Default that results in the eventual acceleration of this Debenture, the interest rate on this Debenture shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. Upon the payment in full of the Mandatory Default Amount, the Holder shall promptly surrender this Debenture to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Debenture until such time, if any, as the Holder receives full payment pursuant to this Section 8(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 9. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above, or such other facsimile number or address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 9(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of the Holder appearing on the books of the Company, or if no such facsimile number or address appears on the books of the Company, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Debenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Debenture at the time, place, and rate, and in the coin or currency, herein prescribed. This Debenture is a direct debt obligation of the Company. This Debenture ranks pari passu with all other Debentures now or hereafter issued under the terms set forth herein and the Purchase Agreement.

c) Lost or Mutilated Debenture. If this Debenture shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Debenture, or in lieu of or in substitution for a lost, stolen or destroyed Debenture, a new Debenture for the principal amount of this Debenture so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Debenture, and of the ownership hereof, reasonably satisfactory to the Company.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Debenture shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Debenture and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Debenture or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Debenture, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

e) Waiver. Any waiver by the Company or the Holder of a breach of any provision of this Debenture shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Debenture. The failure of the Company or the Holder to insist upon strict adherence to any term of this Debenture on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Debenture on any other occasion. Any waiver by the Company or the Holder must be in writing.

f) Severability. If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Debenture as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Debenture, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Debenture and shall not be deemed to limit or affect any of the provisions hereof.

i) Secured Obligation. The obligations of the Company under this Debenture are secured by a lien and security interest on all assets of the Company and each Subsidiary pursuant to the Security Agreement, dated as of July 21, 2015 between the Company, the Subsidiaries of the Company, the Agent (as named therein) and the Secured Parties (as defined therein).

****

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

PRESSURE BIOSCIENCES, INC.

By:
Name: _____
Title: _____

Facsimile No. for delivery of Notices:

_____

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal under the Senior Secured Convertible Debenture due _____ of Pressure BioSciences, Inc., a Delaware corporation (the "Company"), into shares of common stock, par value $0.01 per share (the "Common Stock"), of the Company according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of this Debenture, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock.

Conversion calculations:

Date to Effect Conversion:
Principal Amount of Debenture to be Converted:
Number of shares of Common Stock to be issued:
Signature:

Name:
Address for Delivery of Common Stock Certificates:
Or

DWAC Instructions:

Broker No: _____

Account No: _____

Schedule 1

CONVERSION SCHEDULE

The Senior Secured Convertible Debenture due on July 21, 2017, 2015 in the original principal amount of $ _____is issued by Pressure BioSciences, Inc. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Debenture

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

COMMON STOCK PURCHASE WARRANT

PRESSURE BIOSCIENCES, INC.

Warrant Shares: _____ Initial Exercise Date: _____ _____
Issue Date: _____ _____

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after _____ (the "Initial Exercise Date") and on or prior to the close of business on the five year anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Pressure BioSciences, Inc., a Delaware corporation (the "Company"), up to _____ shares (as subject to adjustment hereunder, the "Warrant Shares") of Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Subscription Agreement (the "Purchase Agreement"), dated of even date herewith among the Company and the purchaser's signatory thereto.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy of the Notice of Exercise form annexed hereto and within three (3) Trading Days of the date said Notice of Exercise is delivered to the Company, the Company shall have received payment of the aggregate Exercise Price of the shares thereby purchased by wire transfer or cashier's check drawn on a United States bank or, if available, pursuant to the cashless exercise procedure specified in Section 2(c) below. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within two (2) Business Days of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be $0.40, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. This Warrant may be exercised, in whole or in part, by means of a "cashless exercise" in accordance with this Section 2(c), if at any time after the earlier of: (i) the 180 day anniversary of the date of the Purchase Agreement; and (ii) the completion of the then-applicable holding period required by Rule 144, or any successor provision then in effect, there is no effective Registration Statement registering, or no current prospectus available for, the resale of the Warrant Shares by the Holder, then this Warrant may be exercised, in whole or in part, at such time by means of a "cashless exercise." Pursuant to a cashless exercise, the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the VWAP on the Trading Day immediately preceding the date on which Holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. Warrant Shares purchased hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the shares are eligible for resale by the Holder without the holding period, volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise by the date that is three (3) Trading Days after the latest of (A) the delivery to the Company of the Notice of Exercise and (B) surrender of this Warrant (if required) (such date, the "Warrant Share Delivery Date"). The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price (or by cashless exercise, if permitted) and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d)(vi) prior to the issuance of such shares, having been paid.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon: (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates; and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, any other Warrants of the Debentures) beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be; (B) a more recent public announcement by the Company; or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant held by the Holder. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any such increase or decrease will not be effective until the 61 st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

f) Company Warrant Call. Commencing on a date which is 180 days after the Final Closing, the Company shall have the right, subject to satisfaction of the conditions in this Section 2(f), to cause the exercise of this Warrant ("Forced Exercise"). The Company shall deliver prior written notice to the Holder at least ten (10) business days ("Forced Exercise Notice") prior to the effective date (the "Forced Exercise Effective Date") of such Forced Exercise. In order to effectuate a Forced Conversion, the following conditions shall be satisfied as of the Forced Exercise Effective Date: (i) no Event of Default shall have occurred or exist under the Debentures; (ii) the Company shall have satisfied and be current all of its filing requirements under the Securities and Exchange Act of 1934; (iii) the VWAP shall be equal or exceed 300% of the Conversion Price of the Debentures for at least 15 of the prior 20 Trading Days prior to the date of the Forced Exercise Note; (iv) the Warrant Shares may be delivered to the Holder via DWAC; and (v) all of the Warrants issued pursuant to the Purchase Agreement are called by the Company for a Forced Exercise. The Holder shall have the right to exercise this Warrant during such ten (10) days notice period on a caller's basis pursuant to Section 2(c) above at its option.

Section 3. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Debentures or upon the exercise of any options or warrants, including the Warrants); (ii) subdivides outstanding shares of Common Stock into a larger number of shares; (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares; or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Equity Sales. If, at any time while this Warrant is outstanding, the Company or any Subsidiary, as applicable, sells or grants any option to purchase, or grants any right to reprice, or otherwise dispose of or issues, any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the then Exercise Price, other than in connection with any Exempt Issuance (as defined below) (such lower price, the "Base Share Price" and such issuances collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Exercise Price, such issuance shall be deemed to have occurred for less than the Exercise Price on such date of the Dilutive Issuance, then the Exercise Price shall be reduced to equal the Base Share Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued. Notwithstanding the foregoing, no adjustment will be made under this Section 3(b) in respect of an Exempt Issuance. If the Company enters into a Variable Rate Transaction, despite the prohibition thereon in the Purchase Agreement, the Company shall be deemed to have issued Common Stock or Common Stock Equivalents at the lowest possible conversion or exercise price at which such securities may be converted or exercised. The Company shall notify the Holder in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section 3(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice"). For purposes of clarification, whether or not the Company provides a Dilutive Issuance Notice pursuant to this Section 3(b), upon the occurrence of any Dilutive Issuance, the Holder is entitled to receive a number of Warrant Shares based upon the Base Share Price on or after the date of such Dilutive Issuance, regardless of whether the Holder accurately refers to the Base Share Price in the Notice of Exercise. Notwithstanding this Section 3(b), nothing contained herein shall cause the number of warrant shares to increase. Any adjustment herein shall solely be with respect to the Exercise Price.

c) Subsequent Rights Offerings. If the Company, at any time while the Warrant is outstanding, shall issue rights, options or warrants to all holders of Common Stock (and not to the Holder) entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the VWAP on the record date mentioned below, then the Exercise Price shall be multiplied by a fraction, of which the denominator shall be the number of shares of the Common Stock outstanding on the date of issuance of such rights, options or warrants plus the number of additional shares of Common Stock offered for subscription or purchase, and of which the numerator shall be the number of shares of the Common Stock outstanding on the date of issuance of such rights, options or warrants plus the number of shares which the aggregate offering price of the total number of shares so offered (assuming receipt by the Company in full of all consideration payable upon exercise of such rights, options or warrants) would purchase at such VWAP. Such adjustment shall be made whenever such rights, options or warrants are issued, and shall become effective immediately after the record date for the determination of stockholders entitled to receive such rights, options or warrants.

d) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, shall distribute to all holders of Common Stock (and not to the Holder) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock (which shall be subject to Section 3(b)), then in each such case the Exercise Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the VWAP determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness or rights or warrants so distributed applicable to one outstanding share of the Common Stock as determined by the Board of Directors in good faith. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

e) Fundamental Transaction. If, at any time while this Warrant is outstanding: (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person; (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions; (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of more than 50% of the outstanding Common Stock; (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property; or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) or Section 2(f) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the holders of a majority of the Warrants prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to Holder.

i Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to each Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of exercise of this Warrant, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least ten (10) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

(h) For purposes of this Warrant, the term "Exempt Issuance" shall mean the issuance of (a) shares of Common Stock or options or other stock based awards to employees, officers or directors and consultants of the Company pursuant to the Company's stock or option plans existing as of the date hereof and to also include up to 2,500,000 shares of Common Stock (subject to adjustment for forward and reverse stock splits, recapitalizations and the like), in the aggregate, to employees, officers or directors and consultants of the Company pursuant to a written agreement, provided that such shares of Common Stock are not registered and carry no registration rights other than on Form S-8, (c) securities upon the exercise or exchange of or conversion of any Securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Original Issue Date of this Debenture, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, and (d) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 4.1 of the Purchase Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date the Holder delivers an assignment form to the Company assigning this Warrant full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions;Registration Rights. At the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall be either: (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or exempt therefrom; or (ii) eligible for resale without holding period, volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144.. The Holder and any permitted transfer shall be entitled to the registration rights with respect to the resale of the Warrant Shares as described under the Purchase Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

(i) The Company covenants that during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(ii) Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will: (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value; (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant; and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

(iii) Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Purchase Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that all rights hereunder terminate on the Termination Date. If the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Holder and the Company each hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Holder and the Company each hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Holder and the Company each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Warrant, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

PRESSURE BIOSCIENCES, INC.

By: _____
Name:
Title:

NOTICE OF EXERCISE

TO: PRESSURE BIOSCIENCES, INC.

(1) The undersigned hereby elects to purchase Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] [if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____

_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____

Holder's Signature: _____

Holder's Address: _____

SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE

Minimum Offering of $1,500,000
Maximum Offering of $5,000,000
Senior Secured Convertible Debentures and Common Stock Warrants

THE SECURITES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND IMMEDIATE DILUTION AND MAY BE PURCHASED ONLY BY PERSONS WHO QUALIFY AS "ACCREDITED INVESTORS" UNDER RULE 501 (a) OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

THIS DOCUMENT HAS NOT BEEN FILED WITH OR REVIEWED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER COMMISSION OR REGULATORY AUTHORITY, AND HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATES NOR HAS ANY SUCH COMMISSION, AUTHORITY OR ATTORNEY GENERAL DETERMINED WHETHER IT IS ACCURATE OR COMPLETE OR PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS CONFIDENTIAL PRIVATE OFFERING SUBSCRIPTION AGREEMENT AND EXHIBITS CONTAINS CONFIDENTIAL INFORMATION CONCERNING PRESSURE BIOSCIENCES, INC. AND HAS BEEN PREPARED SOLELY FOR USE IN CONNECTION WITH THE OFFERING DESCRIBED HEREIN. ANY USE OF THIS INFORMATION FOR ANY PURPOSE OTHER THAN IN CONNECTION WITH THE CONSIDERATION OF AN INVESTMENT IN THE SECURITIES OF PRESSURE BIOSCIENCES, INC. THROUGH THE OFFERING DESCRIBED HEREIN MAY SUBJECT THE USER TO CIVIL AND/OR CRIMINAL LIABILITY.

[Placement Agent]

SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE

THIS SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE IS TO BE COMPLETED BY EACH PERSON WHO DESIRES TO PURCHASE SECURITIES OF PRESSURE BIOSCIENCES, INC. (THE "COMPANY") IN CONNECTION WITH THE PROPOSED PRIVATE PLACEMENT (THE " OFFERING") OF UP TO $5,000,000 GROSS SUBSCRIPTION PROCEEDS OF SENIOR SECURED CONVERTIBLE DEBENTURES AND WARRANTS TO PURCHASE SHARES OF COMMON STOCK (THE "SECURITIES") AS DESCRIBED IN THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM DATED AS OF MAY 11, 2015 (THE "MEMORANDUM"). THE COMPANY AND THE PLACEMENT AGENT MAY ISSUE ADDITIONAL DEBENTURES AND WARRANTS FOR AN ADDITIONAL $1,250,000 OF GROSS PROCEEDS.

THIS MATERIAL DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES. THE OFFERING WILL BE MADE SOLELY PURSUANT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM WHICH CONTAINS MATERIAL INFORMATION REQUIRED TO BE REVIEWED IN CONNECTION WITH ANY INVESTMENT DECISION. ALL TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE MEMORANDUM.

INSTRUCTIONS:

Items to be delivered by all Subscribers:

a. One (1) completed and executed Subscription Agreement and Investor Questionnaire.

b. Payment in the amount of subscription, by wire transfer of funds or check. All checks should be made payable to "SIGNATURE BANK AS ESCROW AGENT FOR PRESSURE BIOSCIENCES, INC."

For Information and Wire Transfer Instructions:

Placement Agent:
[PLACEMENT AGENT]

THE SUBSCRIBER IS RESPONSIBLE FOR ALL WIRE TRANSFER FEES.

The Offering is comprised of Senior Secured Convertible Debentures (the "Debentures") and Common Stock Purchase Warrants, ("Warrants" and together with the Debentures, collectively the "Securities" or the "Units") of the Company, as well as the terms of the Offering, which are described in the Private Placement Memorandum, dated as of May 11, 2015 ("Memorandum") are being offered without registration under the Securities Act of 1933, as amended (the "Act"), or the securities laws of any state or any other jurisdiction, in reliance on the exemption contained in Section 4(2) of the Act and Regulation D promulgated thereunder and on similar exemptions under applicable state laws. Under Regulation D of the Act and/or certain state laws, the Company is required to determine that an individual, or an individual together with a "Subscriber representative" or each individual equity owner of an "investing entity" meets certain suitability requirements before selling Securities to such individual or entity. You understand that the Company and the Placement Agent will rely upon the following information to determine whether you meet such suitability requirements. Terms not defined herein shall have the meaning ascribed to such terms in the Memorandum.

THE COMPANY WILL NOT SELL SECURITIES TO ANY SUBSCRIBER WHO HAS NOT FILLED OUT, AS THOROUGHLY AS POSSIBLE, EXECUTED AND DELIVERED THIS SUBSCRIPTION AGREEMENT AND INVESTOR QUESTIONNAIRE (THE "SUBSCRIPTION AGREEMENT"). IN THE CASE OF A SUBSCRIBER THAT IS A PARTNERSHIP, TRUST, CORPORATION OR OTHER ENTITY, AN AUTHORIZED OFFICER, OR GENERAL PARTNER OR EACH EQUITY OWNER OR BENEFICIARY, AS APPLICABLE, MUST COMPLETE THIS SUBSCRIPTION AGREEMENT. This Subscription Agreement is merely a request for information and does not constitute an offer to sell or a solicitation of an offer to buy the Units. No sale will occur prior to the acceptance of any subscription by the Company and the Placement Agent. The Company and the Placement Agent, reserve the right to reject any subscription for any reason or to accept subscriptions for less than the minimum subscription of $25,000.

The principal amount of Debenture to be issued shall reflect original issue discount of 10% of the subscription amount. By way of example, for each $100,000 of Debentures purchased, the Investor shall receive a Debenture in the principal amount of $110,000 (reflecting original issue discount of 10% of the principal amount) and Warrants to purchase an aggregate of 178,571 shares of Common Stock of the Company (based upon a conversion price of $0.28 of the Debentures and the actual cash subscription paid). The Offering is being conducted on an "all or none best efforts" basis as to a minimum amount of gross proceeds of $1,500,000 ("Minimum Offering") and on a best efforts basis at to a maximum amount of $5,000,000 ("Maximum Offering") of gross proceeds. The Company and the Placement Agent may increase to maximum amount of gross proceeds by an additional $1,250,000 for an aggregate maximum offering of $6,250,000 of gross proceeds. All subscription proceeds shall be placed and held in a non interest bearing escrow account pending acceptance and closings of the Offering. The Offering commences on the date hereof and the Minimum Offering must be satisfied on or before Friday, August 7, 2015 unless extended for up to 2 additional 30 days periods by the Company and the Placement Agent.

The Company and the Placement Agent will promptly return any money without interest thereon or deduction therefrom to a Subscriber whose subscription is rejected in whole or in part as the case may be. Subscribers should also understand that they may be required to furnish additional information to the Company.

The Securities are being offered by the Company through the Placement Agent. The purpose of this Subscription Agreement is to determine whether you meet certain standards, because the Securities will not be registered under the Act and will be sold only to persons who are "Accredited Investors," as that term is defined in Rule 501(a) of Regulation D, promulgated under the Act.

Your answers to the Subscription Agreement questions will be kept confidential. At all times, however, you hereby agree that the Company may present this Subscription Agreement to such parties as it deems appropriate in order to assure itself that the offer and the sale of the Units to you will not result in violations of federal or state securities laws which are being relied upon by the Company in connection with the offer and sale thereof and as otherwise required by law or any regulatory authority.

Please type or clearly print your answers, and state "none" or "not applicable" when appropriate. Please complete Section A and each other section you are requested to complete in Question A3. If there is insufficient space for any of your answers, please attach additional pages. If the Units are to be owned by more than one individual or by a corporation or partnership, you may need extra copies of this Subscription Agreement. You may use photocopies or request extra copies from the Company or the Placement Agent.

INSTRUCTIONS FOR WIRE AND PAYMENT:

Payment in the amount of subscription, by wire transfer of funds or check. All checks should be made payable to "Pressure BioSciences, Inc., Signature Bank As Escrow Agent"

Wire Transfer Instructions:

Bank:
Acct Name: Signature Bank as Escrow Agent for Pressure BioSciences, Inc.
Acct #: 1502330248
Signature Bank
ABA/Routing #: 026013576
SWIFT Code:
261 Madison Avenue
New York, NY 10006
Attn: Angelo Galati

FBO: Investor Name:
Social Security Number:
Address:

THE INVESTOR IS RESPONSIBLE FOR ALL WIRE TRANSFER FEES.

SECTION A: SUBSCRIBER INFORMATION

A1. Name(s) of SUBSCRIBER(s): _____

_____

_____

A2. Principal Amount of Units Subscribed for:
(Minimum Subscription is $___) $_____

A3. Manner of Ownership of Securities:

____ One Individual	Please complete Sections A, B and C.
____ Husband and Wife Tenants by the Entirety	Please have one spouse complete Sections A and B. Please have both spouses complete Section C.
____ Tenants in Common	Please have each individual separately complete Sections A, B and C.
____ Joint Tenants with Right of Survivorship - Two or more Individuals (but not husband and wife)	Please have each individual separately complete Section A, B and C.
____ Corporate Ownership	Please complete Section A, B, D and, if applicable, E and F for the corporation. If the corporation does not qualify as an "accredited investor" on its own, please have each person who owns an equity interest in the corporation separately complete Sections B and, if applicable, C, D, E and F.
____ Partnership Ownership	Please complete Sections A, B and D, and have each general partner and limited partner separately complete Sections B, C, D, E and F, if applicable.
____ Trust Ownership	Please complete Sections A, B and F, if applicable, and have each beneficiary and trustee of the trust separately complete Sections B, C, D, E and F, if applicable.
____ Individual Retirement Account (IRA)	Please complete Sections A, B, C and Signature Page.

FINRA Affiliation. Please state whether you or any of your associates or affiliates (which includes your spouse, in-laws, children and parents): (i) are a member or a person associated (including as an employee, officer, director or partner) with a member of the Financial Industry Regulatory Authority ("FINRA"), (ii) are an owner of stock or other securities of an FINRA member, (iii) have made a subordinated loan to any FINRA member, or (iv) are a relative or member of the same household of any person meeting the description set forth in clauses (i) through (iii) above.

_____ Yes _____ No

If you marked yes above, please briefly describe the FINRA relationship below:

_____

_____

_____

SECTION B: ACCREDITED INVESTOR STATUS

B1. Please check one or more of the following definitions of "Accredited Investor," if any, which applies to you. If none of the following applies to you, please leave blank.

____ (a) A "Bank" as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity;

____ (b) Any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act");

____ (c) An insurance company as defined in Section 2(13) of the Act;

____ (d) An investment company registered under the Investment Company Act of 1940 (the "1940 Act") or a business development company as defined in Section 2(a)(48) of the 1940 Act;

____ (e) A "Small Business Investment Company" licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

____ (f) A plan established and maintained by a state, or its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

____ (g) Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors.

____ (h) A "Private Business Development Company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

____ (i) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation or similar business trust, or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of $5,000,000.

____ (j) A natural person whose individual net worth,* or joint net worth with that person's spouse, at the time of purchase exceeds $1,000,000.

____ (k) A natural person who had an individual income** in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

____ (l) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Act.

____ (m) Any entity in which all of the equity owners are Accredited Investors.***

---

* For purposes hereof net worth shall be deemed to include ALL of your assets, liquid or illiquid and excluding the value of the primary residence. (including such items as furnishings, automobile and restricted securities) MINUS any liabilities (including such items as primary home mortgages which exceed the fair market value of the primary residence and other debts and liabilities).

** For purposes hereof the term "income" is not limited to "adjusted gross income" as that term is defined for federal income tax purposes, but rather includes certain items of income which are deducted in computing "adjusted gross income." For Subscribers who are salaried employees, the gross salary of such Subscribers, minus any significant expenses personally incurred by such Subscriber in connection with earning the salary, plus any income from any other source including unearned income, is a fair measure of "income" for purposes hereof. For Subscribers who are self-employed, "income" is generally construed to mean total revenues received during the calendar year minus significant expenses incurred in connection with earning such revenues.

*** If the Subscriber intends to qualify under (m), then all owners of the entity must complete a Subscription Agreement as an individual.

SECTION C: INDIVIDUAL INFORMATION

C1. General Information

Name: _____

Age: _____ Social Security Number: _____

Marital status: _____ Spouse's name: _____

Date of Birth: _____

If the Securities are to be owned by two or more individuals (not husband and wife), are you related to any other co-owner(s)?

_____ Yes _____ No

If Yes, please explain the relationship(s):

_____

_____

C2. Principal Residence

Address:

_____
Number Street

_____
City State Zip Code

_____
Country

Mailing address (if other than principal residence address above):

_____
Number Street

_____
City State Zip Code

_____
Country

Telephone number: _____

Facsimile number: _____

Email address: _____

C3. Current employment or business activity:

Company name: _____

Address: _____
Number Street

_____
City State Zip Code

Principal business: _____

Position and title: _____

Years employed at current position: _____

C4. Net worth excluding your primary residence:

( ) $500,000 to $999,999
( ) $1,000,000 to $1,249,999
( ) $1,250,000 - $2,999,999
( ) Over $3,000,000

(Indebtedness on primary residence in excess of the fair market value of the residence shall be deemed a liability)

C5. Liquid Net worth:

( ) $100,000 to $249,999
( ) $250,000 to $499,999
( ) $500,000 to $999,999
( ) $1,250,000 - $2,999,999
( ) $1,000,000 to $1,249,999
( ) Over $3,000,000

C6. Indicate your annual income from all sources for the calendar years 2013, 2014, and expected for 2015 (check one box for each year):

	$100,000 to $199,999	$200,000 to $299,999	$300,000 to $399,999	$400,000 to $499,999	$500,000 to $749,999	$750,000 to $999,999	Over $1M
2013							
2014							
2015							

C7. Indicate your JOINT annual income (if applicable) from all sources for the calendar years 2013 and 2014, and expected for 2015 (check one box for each year):

	$100,000 to $199,999	$200,000 to $299,999	$300,000 to $399,999	$400,000 to $499,999	$500,000 to $749,999	$750,000 to $999,999	Over $1M
2013							
2014							
2015							

C8. Please describe your business or professional education or training:

Dates	**Degree**	**School / Major**

C9. Investment experience:

The frequency with which you invest in marketable securities is:

( ) often ( ) occasionally ( ) never

The frequency with which you invest in unmarketable securities (such as private placement offerings) is:

( ) often ( ) occasionally ( ) never

Have you previously participated in private placement offerings in the last 5 years?

_____ Yes _____ No

If you answered "yes" to the above state the private placement(s) in which you participated in the last 5 years:

Amount Invested	Name of Entity/Issuer
_____	_____
_____	_____
_____	_____
_____	_____

You may use additional sheets if necessary

C10. (a) Have you been afforded an opportunity to investigate the Company and review relevant factors and documents pertaining to the officers, managers and the Company and its business and to ask questions of a qualified representative of the Company regarding this investment and the assets, operations, and methods of doing business of the Company?

_____ Yes _____ No

(b) Do you understand the nature of an investment in the Company and the risk associated with such an investment?

_____ Yes _____ No

(c) Do you understand that there is no guarantee of any financial return on this investment?

_____ Yes _____ No

(d) Do you understand that this investment is not liquid?

_____ Yes _____ No

(e) Do you have adequate means of providing for your current needs and personal contingencies in view of the fact that this is not a liquid investment?

_____ Yes _____ No

(f) Are you aware of the Company's business affairs and financial condition, and have you acquired all such information about the Company as you deem necessary and appropriate to enable you to reach an informed and knowledgeable decision to acquire the Units?

Yes _____ No _____

(g) Do you have a "pre-existing relationship" with the Company or any of its officers, managers or members?

Yes _____ No _____

(For purposes hereof, "Pre-existing relationship" means any relationship consisting of personal or business contacts of a nature and duration such as would enable a reasonably prudent Investor to be aware of the character, business acumen, and general business and financial circumstances of the person with whom such relationship exists.)

If so, please indicate whether the relationship is with the Company, and/or name the individual(s) with whom you have a pre-existing relationship and describe the relationship:

_____

_____

(h) Do you agree that you are able to bear the economic risk of an investment in the Securities and at the present time, you are able to afford a complete loss of such investment?

Yes _____ No _____

(i) Do you agree, either alone or together with your representatives, that you have 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 Securities, and you have so evaluated the merits and risks of such investment?

Yes _____ No _____

C11. In order for the Company to comply with applicable anti-money laundering/U.S. Treasury Department Office of Foreign Assets Control ("OFAC") rules and regulations, Investor is required to provide the following information:

(a) Payment Information

(i) Name and address (including country) of the bank from which Investor's payment to the Company is being wired (the "Wiring Bank"):

_____

(ii) Investor's wiring instructions at the Wiring Bank:

_____

_____

(iii) Is the Wiring Bank located in the U.S. or another "FATF Country"*?

_____ Yes _____ No

(iv) Is Investor a customer of the Wiring Bank?

_____ Yes _____ No

(b) Additional Information

Investors wishing to subscribe must provide the following additional information or documents.

For Individual Investors:

_____ A copy of a government issued form of picture identification (*e.g.*, passport or drivers license).

_____ Proof of the individual's current address (*e.g.*, current utility bill), if not included in the form of picture identification.

_____ One or more of the above documents have been previously provided to the Placement Agent.

* As of the date hereof, countries that are members of the Financial Action Task Force on Money Laundering (" FATF Country") are: Argentina, Australia, Austria, Belgium, Brazil, Canada, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Mexico, Kingdom of the Netherlands, New Zealand, Norway, Portugal, Russian Federation, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States of America.

SECTION D: CORPORATE OFFEREES OR PARTNERSHIP OFFEREES

D1. General Information

Legal name of corporation or partnership: _____

Fictitious name (d/b/a): _____

State or place of incorporation or formation: _____

Date of incorporation or formation: _____

If partnership, type: _____ General _____ Limited

Federal I.D. number: _____

Fiscal year ends: _____

Number of equity owners or partners: _____

If Investor is a partnership, list names of each partner is the partnership:

_____

Name and title of authorized person executing Investor Questionnaire:

_____

Business address: _____

Mailing address (if different): _____

Telephone number: (____) _____ Facsimile number: (____) _____

Email address: _____

D2. Bank Information

Name of primary bank: _____

Address: _____

Telephone number: (____) _____

Account type and number: _____

Person familiar with corporation's or partnership's account: _____

Was the corporation or partnership formed for the specific purpose of purchasing the Units?

Yes _____ No _____

Check if applicable to the corporation:

Subchapter S_____ Professional_____

D3. The undersigned represents and warrants as follows:

(a) The corporation or partnership, as the case may be, has been duly organized (if a partnership) is validly existing as a corporation or partnership in good standing under the laws of the jurisdiction of its incorporation or formation with full power and authority to enter into the transactions contemplated by the Investor Questionnaire;

(b) (i) The officers or partners of the undersigned who, on behalf of the undersigned, have considered the purchase of the Units and the advisers, if any, of the corporation or the partnership, as the case may be, in connection with such consideration are named below in this Investor Questionnaire, and such officers and partners or advisers, if any, were duly authorized to act for the corporation or the partnership in reviewing such investment;

(ii) The names and positions of the officers or partners, of the undersigned who, on its behalf, have reviewed the purchase of the Units are as follows:

_____ _____

_____ _____

(iii) In evaluating the merits and risks of the purchase of the Units, the corporation or the partnership, as the case may be, intends to rely upon the advice of, or will consult with, the following persons:

_____ _____

_____ _____

(c) The officers of the corporation (if not Accredited Investors) or the partners of the partnership who, on its behalf, have considered the purchase of the Units and the advisers, if any, of the corporation or the partnership who, in connection with such consideration, together have such knowledge and experience in financial and business matters that such officer(s), partner(s) and such adviser(s), if any, together are capable of evaluating the merits and risks of the purchase of the Units and of making an informed investment decision;

(d) Together with any corporation or group of corporations with which it files a consolidated federal income tax return, the undersigned has reserves and/or net worth adequate to permit it to satisfy any tax or other liabilities arising from its personal liability with respect to its investment in this Offering and the operation thereof;

(e) The total assets of the corporation or the partnership are in excess of $_____.

(f) The corporation or the partnership has had, during each of the past two years, gross income from all sources of at least $_____ and $_____, respectively;

(g) The undersigned expects the corporation or the partnership to have during the current and the next tax year, gross income from all sources of at least $_____ and $_____.

(h) The undersigned knows of no pending or threatened litigation, the outcome of which could adversely affect the answer to any question hereunder.

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SECTION E: TRUST OFFEREES

E1. General Information

Legal name: _____

State or place of formation: _____

Date of formation: _____

Federal I.D. number: _____ Fiscal year ends: _____

Number of beneficiaries: _____

Principal purpose: _____

Was the trust formed for the specific purpose of purchasing the Securities?

_____ Yes _____ No

Business address: _____

Mailing address (if different): _____

_____

Telephone number: (____) _____

Facsimile number: (____) _____

Email address: _____

E2. Authorization: If the trust was established in connection with a deferred compensation plan, please attach a copy of the trust's organizational documents and a properly certified copy of the resolutions adopted by the trust's board of directors authorizing the trust to purchase the Units and authorizing the trustee named below to execute on behalf of the trust all relevant documents necessary to subscribe for and purchase the Units. In all cases, please attach a properly certified copy of the resolutions adopted by the trustees of the trust authorizing the trust to purchase the Units and authorizing the trustee named below to execute on behalf of the trust all relevant documents necessary to subscribe for and purchase the Units.

Name of trustee authorized to execute the Investor Questionnaire: _____

E3. Name of primary bank: _____

Address: _____

_____

Telephone number: (____) _____

Facsimile number: (____) _____

Account type and number: _____

Person familiar with trust's account: _____

E4. Additional Information

(a). Certain trusts generally may not qualify as accredited investors except under special circumstances. Therefore, if you intend to purchase the shares of the Company's securities in whole or in part through a trust, please answer each of the following questions.

Is the trustee of the trust a national or state bank that is acting in its fiduciary capacity in making the investment on behalf of the trust?

Yes [ ] No [ ]

Does this investment in the Company exceed 10% of the trust assets?

Yes [ ] No [ ]

(b). If the trust is a revocable trust, please complete Question 1 below. If the trust is an irrevocable trust, please complete Question 2 below.

1. **REVOCABLE TRUSTS**

Can the trust be amended or revoked at any time by its grantors:

Yes [ ] No [ ]

If yes, please answer the following questions relating to **each** grantor (please add sheets if necessary):

Grantor Name: _____

Net worth of grantor (including spouse, if applicable), excluding home, home furnishings and automobiles exceeds $1,000,000?

Yes [ ] No [ ]

OR

Income (exclusive of any income attributable to spouse) was in excess of $200, 000 for 2012 and 2013 and is reasonably expected to be in excess of $200,000 for 2014?

Yes [ ] No [ ]

OR

Income (including income attributable to spouse) was in excess of $300,000 for 2012 and 2013 and is reasonably expected to be in excess of $300,000 for 2014?

Yes [ ] No [ ]

2. IRREVOCABLE TRUSTS

If the trust is an irrevocable trust, please answer the following questions:

Please provide the name of each trustee:

Trustee Name: _____

Trustee Name: _____

Does the trust have assets greater than $5 million?

Yes [ ] No [ ]

Do you have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company?

Yes [ ] No [ ]

Indicate how often you invest in:

Marketable Securities

Often [ ] Occasionally [ ] Seldom [ ] Never [ ]

Restricted Securities

Often [ ] Occasionally [ ] Seldom [ ] Never [ ]

Venture Capital Companies

Often [ ] Occasionally [ ] Seldom [ ] Never [ ]

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SECTION F: QUALIFIED PENSION PLAN ("PLAN") OFFEREES

F1. Please check one:

_____a. The Plan requires the investment of each beneficiary or participant to be held in a segregated account and the Plan allows each beneficiary or participant to make his own investment decisions and, the decision to purchase the Units has been made by the beneficiary or the participant and such beneficiary or participant is an Accredited Investor (Please have each such beneficiary or participant execute a separate Investor Questionnaire).

OR

_____b. The investment decisions made for the Plan are made by a plan fiduciary, whether a bank, an insurance company, or a registered investment adviser.

OR

_____c. The Plan has total assets exceeding $5,000,000.

F2. General Information

Legal name: _____

State or place of formation: _____

Date of formation: _____

Federal I.D. number: _____ Fiscal year ends: _____

Number of beneficiaries: _____

Principal purpose: _____

Business address: _____

Telephone number: ( ) _____

Facsimile number: ( ) _____

Email address: _____

Mailing address: _____

_____

F3. Authorization: If the investment decision is being made by a beneficiary or participant of a Plan, please attach applicable trust documents which permit each beneficiary or participant to make his own investment decisions. In all other cases, please attach a properly certified copy of the resolutions adopted by the trustees of the Plan trust authorizing the Plan to purchase the Units and authorizing the fiduciary named below to execute on behalf of the Plan all relevant documents necessary to subscribe for and purchase the Units.

Name of trustee authorized to execute the Investor Questionnaire:

_____

F4. Name of primary bank:

Address: _____

Telephone number: ( ) _____

Facsimile number: ( ) _____

Account type and number: _____

Person familiar with your account: _____

SECTION G: SUBSCRIPTION

The Investor hereby irrevocably subscribes for and agrees to purchase the Debentures and Warrants for an aggregate purchase price equal to the gross subscription price set forth on the signature page hereof (the "Purchase Price") and, subject to the terms hereof, the Company agrees to sell the Debentures and Warrants to the Investor for the Purchase Price.

SECTION H: REPRESENTATIONS AND WARRANTIES BY ALL SUBSCRIBERS

By signing this Subscription Agreement, the undersigned hereby confirms the following statements:

(a) I have read the Memorandum and this Subscription Agreement and other accompanying documents of the Company, and am aware of and understand the risk factors disclosed therein related to the Company and an investment in the Company.

(b) I am aware that the Offering involves Securities for which no market exists, thereby requiring any investment to be maintained for an indefinite period of time. (c) I acknowledge that any delivery to me of the Memorandum relating to the Securities prior to the determination by the Company or the Placement Agent of my suitability as a Subscriber shall not constitute an offer of the Securities until such determination of suitability shall be made, and I agree that I shall promptly return the Memorandum and the other Offering documents to the Company or the Placement Agent upon request.

(d) I also understand and agree that, although the Company and the Placement Agent will use their respective best efforts to keep the information provided in answers to this Subscription Agreement strictly confidential, the Company and the Placement Agent or their respective counsel may present this Subscription Agreement and the information provided in answer to it to such parties as they may deem advisable if called upon to establish the availability under any federal or state securities laws of an exemption from registration of the Offering or if the contents thereof are relevant to any issue in any action, suit or proceeding to which the Company, the Placement Agent or their respective affiliates is a party, or by which they are or may be bound or as otherwise required by law or regulatory authority.

(e) I realize that this Subscription Agreement does not constitute an offer to sell or a solicitation of an offer to buy the Securities or any other security of the Company but is merely a request for information.

(f) I understand that the Securities are being offered without registration under the Act in reliance upon the private offering exemption contained therein, and that such reliance is based in part on the information herein supplied. For the foregoing reasons and to induce the Company to issue and deliver the Securities to me, I represent and warrant that the information stated herein is true, accurate and complete, and I agree to notify and supply corrective information promptly to the Company as provided above if any of such information becomes inaccurate or incomplete.

(g) The individual signing below on behalf of any entity hereby warrants and represents that he/she is authorized to execute this Subscription Agreement on behalf of such entity.

(h) The undersigned is able to bear the economic risk of the investment in the Securities and can afford a complete loss of such investment. I understand that the Company is a reporting company under the Securities and Exchange Act of 1934, as amended and files periodic reports with the SEC. The undersigned has reviewed such recent filings by the Company, including, without limitation, its recent annual report on Form 10-K for the year ended December 31, 2014, as filed with the SEC on March 31, 2015, which includes a description of the Company, the risks involved with an investment in the Company and its business and operations and financial statements.

(i) Subject to the terms and conditions hereof and on the basis of the representations and warranties hereinafter set forth, the Company hereby agrees to issue and sell to the Subscriber and the Subscriber agrees to purchase from the Company, upon closing of the Offering, the Debentures and Warrants as described in the Memorandum. The Company or the Placement Agent may reject any subscription in whole or in part.

(j) The Subscriber acknowledges and agrees that there is a Minimum Offering Amount of $1,500,000 in aggregate gross proceeds of subscriptions prior to release of funds to the Company and that pending acceptance of the Minimum Offering and throughout the Offering period all subscription funds shall be held in a non-interest bearing escrow account. The Placement Agent and its officers, directors and other associated persons may purchase Securities, which purchases shall count towards satisfaction of the Minimum Offering.

(k) In entering into this Subscription Agreement and in purchasing the Units, the Subscriber further acknowledges that:

(i) The Company has informed the Subscriber that the Securities have not been offered for sale by means of general advertising or solicitation.

(ii) The Securities may not be resold by the Subscriber in the absence of a registration under the Act or exemption from registration. In particular, the Subscriber is aware that the Securities will be "restricted securities", as such term is defined in Rule 144 promulgated under the Act ("Rule 144"), and they may not be sold pursuant to Rule 144, unless the conditions thereof are met.

(iii) In the event the Company determines to issue certificates evidencing the Securities, the following legends (or similar language) shall be placed on such certificate(s):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) THE COMPANY RECEIVES AN OPINION OF COUNSEL TO THE HOLDER OF SUCH SECURITIES, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO THE COMPANY, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR TRANSFERRED IN THE MANNER CONTEMPLATED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR APPLICABLE STATE SECURITIES LAWS.

(iv) The Company may at any time place a stop transfer order on its transfer books against the Securities. Such stop order will be removed, and further transfer of the Securities will be permitted upon an effective registration of the respective Securities, or the receipt by the Company of an opinion of counsel satisfactory to the Company that such further transfer may be effected pursuant to an applicable exemption from registration.

(v) The purchase of the Units involves risks which the Subscriber has evaluated, and the Subscriber is able to bear the economic risk of the purchase of such securities and the loss of its entire investment.

(l) The Subscriber agrees to indemnify and hold harmless the Company and the Placement Agent , their respective officers, managers, members, employees, agents, counsel and affiliates and each other person, if any, who controls the Company or the Placement Agent, within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, against any and all losses, liabilities, claims, damages and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever arising out of or based upon any false representation or warranty or breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

(m) The Subscriber hereby acknowledges and agrees, subject to any applicable state securities laws that the subscription and application hereunder are irrevocable, that the Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the Subscriber and his heirs, executors, administrators, successors, legal representatives, and assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several, and the agreements, representations, warranties, and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, administrators, successors, legal representatives, and assigns.

(n) The Company and the Placement Agent have each employed its own legal counsel in connection with the Offering. The Subscribers have not been represented by independent counsel in connection with the preparation of the Memorandum or the terms of the Offering and no investigation of the merits or fairness of the Offering has been conducted on behalf of the Subscribers. Prospective Subscribers should consult with their own legal, tax and financial advisors with respect to the Offering made pursuant to the Memorandum.

(o) The undersigned hereby acknowledges that officers, managers, members, employees and affiliates of the Company and/or the Placement Agent may purchase Units in the Offering, which purchases may count towards the Minimum Offering Amount.

(p) My answers to the foregoing questions are true and complete to the best of my information and belief and I will promptly notify the Company or the Placement Agent of any changes in the information I have provided.

(q) Notwithstanding anything else contained in this Subscription Agreement or the Memorandum, each prospective investor (and its employees, representatives or other agents) and the Company may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure (as such terms are used in Sections 6011, 6111 and 6112 of the Code and the Treasury Regulations promulgated thereunder) of the undersigned subscribers investment in the Company and any transactions entered into by the Company and all materials of any kind (including opinions or other tax analyses) that are provided to such prospective investor relating to such tax treatment and tax structure; provided that no prospective investor or its employees, representatives or agents shall disclose any information for which nondisclosure is reasonably necessary in order to comply with U.S. securities laws; and provided further that this authorization is not intended to permit disclosure of any term or detail not relevant to the tax treatment or the tax structure of the Company, the Offering or transactions entered into by the parties hereto.

The undersigned understands and agrees that this authorization to disclose such tax treatment and tax structure is not intended to permit disclosure of any other information including (without limitation) (i) any portion of any materials to the extent not related to the tax treatment or tax structure of the Company, the Offering or transactions entered into by the undersigned and the Company, (ii) the identities of any investors in the Offering or (iii) any other term or detail not relevant to the tax treatment or the tax structure of the Partnership or transactions entered into by it.

The undersigned has been advised by the Company and the Placement Agent that the principal amount of Debentures to be issued shall include original issue discount, and therefore the principal amount shall be greater than the subscription amount paid by the undersigned. The undersigned has been advised to consult its own tax advisors with respect to the effect of such original issue discount.

(r) The recipient, by accepting this Subscription Agreement and related Offering documents confirms its understanding that the Offering and its terms may constitute material non public information and agrees (i) not to distribute or reproduce the offering documents, in whole or in part, at any time, without the prior written consent of the Company and the Placement Agent, (ii) to keep confidential the existence of this document and the information contained herein, and (iii) refrain from trading in the publicly-traded securities of the Company for so long as the undersigned is in possession of the material non-public information contained herein.

I. COVENANTS, REPRESENTATIONS AND WARRANTS OF THE COMPANY

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Massachusetts and has the corporate power to conduct the business which it conducts and proposes to conduct.

(b) The execution, delivery and performance of this Subscription Agreement by the Company have been duly authorized by the Company and all other corporate action required to authorize and consummate the offer and sate of the Units has been duly taken and approved.

(c) The Debentures and Warrants to be issued and sold to the undersigned as provided in the Memorandum have been duly authorized and when issued and delivered against payment therefor, will be validly issued, fully paid and non-assessable and will conform to the description thereof in the Memorandum. There are no preemptive or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any shares of the Common Stock issuable upon conversion of the Debentures or exercise of the Warrants pursuant to the Company's certificate of incorporation or bylaws or any agreement or other outstanding instrument to which the Company is a party or is otherwise known to the Company. On or before the initial closing of the Offering, the Company shall have filed an amendment to its Certificate of Incorporation with the State of Massachusetts to increase its authorized shares of Common Stock to 100 million shares of Common Stock. The Company shall obtain an affirmative vote of its Board of Directors to recommend to its stockholders for a vote of stockholders in accordance with the laws of the State of Massachusetts and the rules and regulations of the Securities and Exchange Commission, an increase in the number of shares of authorized Common Stock in a number so as to provide for the conversion of all Debentures and exercise of all Warrants in accordance herewith and therewith, on or before November 10, 2015, and a vote of stockholders occurs on or before December 31, 2015; provided, however, in the event that the stockholders of the Company do not vote approving favor of such increase on or before December 31, 2015, the Company shall have 120 days from December 31, 2015 to obtain such stockholder approval.

(d) The Company has obtained, or is in the process of obtaining, all licenses, permits and other governmental authorizations necessary for the conduct of its business, except where the failure to so obtain such licenses, permits and authorizations would not have a material adverse effect on the Company. Such licenses, permits and other governmental authorizations which have been obtained are in full force and effect, except where the failure to be so would not have a material adverse effect on the Company, and the Company is in all material respects complying therewith.

(e) The Company knows of no pending or threatened legal or governmental proceedings to which the Company is a party which would materially adversely affect the business, financial condition or operations of the Company.

(f) The Company is not in violation of or default under, nor will the execution and delivery of this Subscription Agreement or the issuance of the Common Stock, or the consummation of the transactions herein contemplated, result in a violation of, or constitute a default under, the Company's Certificate of Incorporation or By-laws, any material obligations, agreements, covenants or conditions contained in any bond, debenture, note or other evidence of indebtedness or in any material contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which the Company is a party or by which it or any of its properties may be bound or any material order, rule, regulation, writ, injunction, or decree of any government, governmental instrumentality or court, domestic or foreign.

(g) The information provided in the Memorandum and its filings made with the SEC ("SEC Reports") regarding the Company does not and do 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 not misleading. The Company shall use the proceeds of the Offering as described in the Memorandum.

(h) As of the date hereof there is no litigation, arbitration, claim, governmental or other proceeding (formal or informal), or investigation pending or to the Company's knowledge threatened, with respect to the Company, or its respective operations, businesses, properties, or assets, except as properly described in the Memorandum or such as individually or in the aggregate do not now have and will not in the future have a material adverse effect upon the operations, business, properties, or assets of the Company.

(i) To the best of its knowledge, the Company has not infringed, is not infringing, and has not received notice of infringement with respect to asserted intangibles of others. To the best knowledge of the Company, none of the patents, patent applications, trademarks, service marks, trade names and copyrights, and licenses and rights to the foregoing presently owned or held by the Company, materially infringe upon any like right of any other person or entity. Except as disclosed in the Memorandum or its SEC Reports, the Company (i) owns or has the right to use, free and clear of all liens, charges, claims, encumbrances, pledges, security interests, defects or other restrictions of any kind whatsoever, sufficient patents, trademarks, service marks, trade names, copyrights, licenses and right with respect to the foregoing, to conduct its business as presently conducted, and (ii), is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant to, any patent, trademark, service mark, trade name, copyright, know-how, technology or other intangible asset, with respect to the use thereof or in connection with the conduct of its business as now conducted or otherwise. the Company has direct ownership of title to all its intellectual property (including all United States and foreign patent applications and patents), other proprietary rights, confidential information and know-how; owns all the rights to its Intangibles as are currently used in or have potential for use in its business.

(j) The Company shall provide for the transfer, upon request of the Subscriber, or removal of any legends upon the Securities, all as may be allowed in accordance with SEC Rule 144, and provide any required opinions of counsel to the Company's transfer agents, at no cost to the Subscriber. The Company shall make generally available such information as may be necessary under SEC Rule 144 to allow for the resale of Securities by the Subscriber for at least three (3) years after the final Closing of the Offering.

(k) The Subscribers shall be entitled to the registration rights for the shares of Common Stock underlying the Debentures and Warrants (including any shares of Common stock issuable upon conversion, exercise, redemption or payment of interest) description annexed hereto as Exhibit A and incorporated herein. The Company shall provide upon request of the Subscriber in connection with a sale of the Securities (and underlying shares of Common Stock) or removal of any legends upon the Securities and the underlying shares of Common Stock, all as may be allowed in accordance with SEC Rule 144, and provide any required opinions of counsel to the Company's transfer agents, at no cost to the Subscriber.

(l) Within 24 hours of the initial closing of the Offering, the Company shall disclose in a public filing on Form 8-K as filed with the SEC, information related to the terms of the Offering as may be required and allowed under the rules and regulations of the SEC; provided, however, the Company shall not be required to disclose the name or other information related to the Placement Agent in accordance with SEC Rule 135.

(m) At or prior to the initial closing of the Offering, the Company shall either obtain (i) subordination agreements from all secured creditors of the Company subordinating their security interests and right of payment and collection to the holders of the Debentures, and otherwise in form and substance acceptable to the collateral agent under the Security Agreement or (ii) termination of all security interests on any assets of the Company.

SECTION J: MISCELLANEOUS

(a) All notices or other communications required under this Subscription Agreement shall be deemed given upon (i) hand delivery; (ii) receipt of confirmation of delivery via overnight courier to a Subscriber or to the Company at the respective addresses set forth herein, or such other addresses as a Subscriber or the Company shall designate to the other by notice in writing; (iii) receipt of confirmation of transmission via facsimile at the facsimile number set forth herein, or such other facsimile number as a Subscriber or the Company shall designate to the other by notice in writing; (iv) three days after mailing, postage prepaid, to a Subscriber or to the Company at the respective addresses set forth herein, or such other addresses as a Subscriber or the Company shall designate to the other by notice in writing; or (v) one business day after transmission via electronic mail to the electronic mail address set forth herein, or such other electronic mail addresses as a Subscriber or the Company shall designate to the other by notice in writing.

(b) Each undersigned Subscriber agrees that neither this Subscription Agreement, nor any of the Subscriber's rights or interest herein or hereunder, is transferable or assignable by the Subscriber, and further agrees that the transfer or assignment of any Securities acquired pursuant hereto shall be made only in accordance with the provisions hereof and all applicable laws.

(c) Each undersigned Subscriber agrees that, except as permitted by applicable law and confirmation of the Subscriber's subscription at such time, it may not cancel, terminate or revoke this Subscription Agreement or any agreement of the Subscriber made hereunder, and that this Subscription Agreement shall survive the death or legal disability of the Subscriber and shall be binding upon the Subscriber's heirs, executors, administrators, successors and permitted assigns.

(d) All of the representations, warranties, covenants, agreements and confirmations set out above shall survive the acceptance of the subscription made herein and the issuance of the Securities in the Offering.

(e) Other than as reflected in the Transaction Documents, as defined in the Debenture, **t**his Subscription Agreement constitutes the complete and exclusive statement of agreement among the parties hereto with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among parties hereto or any of them.

(f) All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Subscription Agreement.

(g) All exhibits attached to this Agreement are incorporated and shall be treated as if set forth herein.

(h) If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Subscription Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

(i) The parties agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Subscription Agreement and the transactions contemplated hereby.

(j) This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(k) The undersigned Subscriber appoints [PLACEMENT AGENT] as collateral agent, in accordance with the terms of the Security Agreement entered into by the Subscriber with the Company in connection with the purchase of the Debentures, and hereby approves the rights, duties and obligations of the Subscriber and the collateral agent, respectively, as described therein. Further, the undersigned Subscriber and Company hereby consent and agree that Garden [PLACEMENT AGENT] shall have the right, at its option, to assign and transfer its rights, duties and obligations as collateral agent to an assignee upon 15 days notice to the Subscriber and the Company.

[SIGNATURE PAGES APPEAR NEXT]

IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement and Investor Questionnaire and agrees to the terms hereof.

Dated: _____, 2015

FOR INDIVIDUALS:
(including Subscriber Representative)

_____
(Print Name)

_____
(Signature)

Dated: _____, 2015

FOR INDIVIDUALS:
(including Subscriber Representative)

_____
(Print Name)

_____
(Signature)

Principal Amount of Units
Subscribed for hereby:

$_____

Dated: _____, ____

FOR INDIVIDUAL RETIREMENT ACCOUNTS (IRA/ROTH IRA):
(including Purchaser Representative)

_____
(Print Name)

_____
(Signature)

Principal Amount of Units
Subscribed for hereby:

$_____

IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement and Investor Questionnaire and agrees to the terms hereof.

Dated: _____, 2015

FOR CORPORATIONS:

_____
Name of Corporation

_____
Name of Authorized Executive Officer of Corporation

_____
Signature of Authorized Executive Officer

Dated: _____, 2015

FOR PARTNERSHIPS:

_____
Name of Partnership

_____
Name of Authorized Partner

_____
Signature of Authorized Partner

Principal Amount of Units Subscribed for hereby:

$_____

IN WITNESS WHEREOF, the undersigned has duly executed this Subscription Agreement and Investor Questionnaire and agrees to the terms hereof.

Dated: _____, 2015

FOR TRUSTS:

_____
Name of Trust

_____
Name of Authorized Trustee

_____
Signature of Authorized Trustee

Principal Amount of Units Subscribed for hereby:

$_____

ACCEPTANCE OF SUBSCRIPTION BY THE COMPANY

The undersigned, Pressure BioSciences, Inc. hereby accepts the Subscription Agreement of _____ as of the date stated below.

Dated:_____, 2015

Pressure BioSciences, Inc

By: _____
Name:
Title:

EXHIBIT A

REGISTRATION RIGHTS

1. Company Registration. If at any time while the Debentures or Warrants are outstanding, the Company shall determine to register with the Securities and Exchange Commission ("Commission") under the Securities Act of 1933, as amended (the "Act"), any of its securities either for its own account or the account of a security holder or holders of the Company, other than an Excluded Registration (as defined below), the Company will:

(a) Promptly give written notice of the proposed registration to Subscriber at least three (3) business days prior to the filing of any registration statement; and

(b) Include in such registration (and any related qualification under blue sky laws or other compliance), all of such Registrable Securities (as defined below) as are specified in a written request or requests made by Subscriber or any other Holder (as defined below) received by the Company within ten (10) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of Subscriber's Registrable Securities. For purposes of this Subscription, "**Registrable Securities**" means (b) "Registrable Securities" means, as of any date of determination, (a) all of the shares of Common Stock then issued and issuable upon conversion in full or payment in lieu of cash or redemption of the Debentures (assuming on such date the Debentures are converted in full without regard to any conversion limitations therein) or payment of interest thereon, (b) all Warrant Shares then issued and issuable upon exercise of the Warrants (assuming on such date the Warrants are exercised in full without regard to any exercise limitations therein), (c) any additional shares of Common Stock issued and issuable in connection with any anti-dilution provisions in the Debentures or the Warrants (in each case, without giving effect to any limitations on conversion set forth in the Debentures or limitations on exercise set forth in the Warrants) and (e) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (i) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (ii) such Registrable Securities have been previously sold in accordance with Rule 144, or (iii) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders and all Warrants are exercised by "cashless exercise" as provided in each of the Warrants, as reasonably determined by the Company, upon the advice of counsel to the Company For purposes of this Subscription, "**Holder**" means any person who holds Registrable Securities.

(c) For purposes of this Subscription, the term "**Excluded Registration**" shall mean (i) a registration relating solely to shares of Common Stock (or Common Stock based awards) issuable under an employee benefit plan approved by a majority of non-employee directors or other compensation agreements of the Company provided that not more than 2,500,000 shares of Common stock are issuable to officers or directors of the Company, (ii) a registration relating to the offer and sale of non convertible debt securities, (iii) a registration relating to a corporate reorganization or other Rule 145 transaction, (iv) a registration on any registration form that does not permit secondary sales or (v) in connection with an underwritten public offering on a firm commitment basis under the Securities Act of 1933, for gross proceeds of at least $5,000,000 and the managing or lead underwriter advises the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, and that the underwriters may (subject to the limitations set forth below) exclude all Registrable Securities from, or limit the number of Registrable Securities to be included in, the registration and underwriting. The number of shares of securities that are entitled to be included in the registration and underwriting shall be allocated, as follows: (i) first, to the Company for securities being sold for its own account, and (ii) second, to the Holders of Debentures and Warrants (including Subscriber) requesting to include Registrable Securities in such registration statement based on the *pro rata* percentage of Registrable Securities held by such Holders, assuming conversion, and (iii) all other securities holders of the Company.

(d) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subscription prior to the effectiveness of such registration whether or not Subscriber or any other Holder has elected to include securities in such registration.

(e) Expenses of Registration. All Registration Expenses (as defined below) incurred in connection with registration pursuant this Subscription shall be borne by the Company. All Selling Expenses (as defined below) relating to securities registered on behalf of the Holders shall be borne by the holders of securities included in such registration *pro rata* among each other on the basis of the number of Registrable Securities so registered. For purposes of this Subscription, "**Registration Expenses**" shall mean all expenses incurred in effecting any registration pursuant to this Subscription, including, without limitation, all registration, qualification, and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company and one special counsel for the Holders, blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company. For purposes of this Subscription, "**Selling Expenses**" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel for the Holders included in the Registration Expenses which shall equal the sum of $7,500).

2. Registration Procedures. In the case of each registration effected by the Company pursuant to this Subscription, the Company will keep Subscriber advised in writing as to the initiation of registration and the completion thereof. At its expense, the Company will use its commercially reasonably efforts to:

(a) Keep such registration effective for a period ending on the earlier of (i) the date that any of the Debentures or warrants are issued and outstanding or (ii) the date Subscriber has completed the distribution described in the registration statement relating thereto;

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (i) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as Subscriber from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by Subscriber; *provided*, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration; and

(f) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.

(g) Include in any prospectus the "Plan of Distribution" set forth in section 3 below.

3. Plan of Distribution.

Each Selling Stockholder (the "Selling Stockholders") of the securities of Pressure BioSciences, Inc. and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2440; and in the case of a principal transaction a markup or markdown in compliance with FINRA IM-2440.

In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

Because Selling Stockholders may be deemed to be "underwriters" within the meaning of the Securities Act, they will be subject to the prospectus delivery requirements of the Securities Act including Rule 172 thereunder. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 under the Securities Act may be sold under Rule 144 rather than under this prospectus. The Selling Stockholders have advised us that there is no underwriter or coordinating broker acting in connection with the proposed sale of the resale securities by the Selling Stockholders.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of securities of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 21, 2015 (this "Agreement"), is among Pressure BioSciences, Inc., a Massachusetts corporation (the "Company"), and [PLACEMENT AGENT] as collateral agent (the "Agent") for the holders of the Company's Secured Convertible Debentures in the original aggregate principal amount of $1,672,000 (collectively, the "Debentures"), their endorsees, transferees and assigns as set forth on Schedule H, as amended from time to time (collectively, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, the Company has issued or is issuing the Debentures to the Secured Parties in a private placement offering for up to $6,875,000 (including the over-subscription amount) principal amount ("Offering") as described in the Private Placement Memorandum dated as of May 11, 2015 ("Memorandum");

WHEREAS, pursuant to the Purchase Agreement (as defined in the Debentures), the Secured Parties have severally agreed to extend the loans to the Company evidenced by the Debentures;

WHEREAS, in order to induce the Secured Parties to extend the loans evidenced by the Debentures, the Debtor has agreed to execute and deliver to the Secured Parties this Agreement and to grant the to the Agent, for the benefit of the Secured Parties, a security interest in certain property of the Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Debentures.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions**. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account", "chattel paper", "commercial tort claim", "deposit account", "document", "equipment", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC.

(a) "CFC" means a controlled foreign corporation (as that term is defined in the U.S. Internal Revenue Code).

(b) "Collateral" means the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or:

(i) All goods, including, without limitation, (A) all equipment and fixtures of every kind and nature and wherever situated, together with all documents representing the same, all additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing and all other items used and useful in connection with any Debtor's businesses and all improvements thereto; and (B) all inventory;

(ii) All general intangibles, including, without limitation, all partnership interests, membership interests, stock or other securities, rights under any of the Organizational Documents, agreements related to the Pledged Securities, licenses, distribution and other agreements, computer software (whether "off-the-shelf", licensed from any third party or developed by any Debtor), computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, Intellectual Property and income tax refunds;

(iii) All accounts;

(iv) All documents, letter-of-credit rights, instruments and chattel paper;

(v) All commercial tort claims;

(vi) All deposit accounts and all cash (whether or not deposited in such deposit accounts);

(vii) All investment property;

(viii) All supporting obligations; and

(ix) All files, records, books of account, business papers, and computer programs;

(xi) All Intellectual Property (as defined in this Agreement)

(xii) All equipment; and

(xiii) The products and proceeds of all of the foregoing Collateral set forth in clauses (i)-(xii) above.

Without limiting the generality of the foregoing, the "Collateral" shall include all and any other shares of capital stock and/or other equity interests of any other direct or indirect subsidiary of Debtor obtained in the future, and, in each case, all certificates representing such shares and/or equity interests and, in each case, all rights, options, warrants, stock, other securities and/or equity interests that may hereafter be received, receivable or distributed in respect of, or exchanged for, any of the foregoing and all rights arising under or in connection with the Pledged Securities, including, but not limited to, all dividends, interest and cash.

Notwithstanding the foregoing: (i) nothing herein shall be deemed to constitute an assignment of or grant of a security interest in any asset which, in the event of an assignment or grant of a security interest, becomes void by operation of applicable law or the assignment of which or grant of a security in is otherwise prohibited by the terms of any contract, lease, permit or licenses or applicable law (in each case to the extent that any such term or applicable law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the UCC or other similar applicable law); provided, however, that to the extent permitted by applicable law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by applicable law, this Agreement shall create a valid security interest in the proceeds of such asset; and (ii) the Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

(c) "Debtor" or "Debtors" means the Company and any direct and indirect entity of whatever legal form of which the Company owns 50.1% or more of the equity voting securities or economic interests which may be in existence from time to time while this Agreement is in effect.

(d) "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office; (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.

(e) "Majority in Interest" means, at any time of determination, 67% of the outstanding principal amount of Debentures then outstanding (based on then-outstanding principal amounts of Debentures at the time of such determination) of the Secured Parties.

(f) "Necessary Endorsement" means undated stock powers endorsed in blank or other proper instruments of assignment duly executed and such other instruments or documents as the Agent (as that term is defined below) may reasonably request.

(g) "Obligations" means all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of the Debtor to the Secured Parties, including, without limitation, all obligations under this Agreement, the Debentures, and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any of the Secured Parties as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) principal of, and interest on the Debentures and the loans extended pursuant thereto; (ii) any and all other fees, indemnities, costs, obligations and liabilities of the Debtor from time to time under or in connection with this Agreement, the Debentures, and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

(h) "Organizational Documents" means with respect to any Debtor, the documents by which such Debtor was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Debtor (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(i) "Pledged Interests" shall have the meaning ascribed to such term in Section 4(i).

(j) "Pledged Securities" shall have the meaning ascribed to such term in Section 4(h).

(k) "Subordination Agreements" means the Subordination Agreements dated on or about the date hereof among _____, the Agent, each Secured Party and the Company.

(l) "UCC" means the Uniform Commercial Code of the State of New York and or any other applicable law of any state or states which has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that defined terms in the UCC should be construed in their broadest sense so that the term "Collateral" will be construed in its broadest sense. Accordingly if there are, from time to time, changes to defined terms in the UCC that broaden the definitions, they are incorporated herein and if existing definitions in the UCC are broader than the amended definitions, the existing ones shall be controlling.

2. Grant of Security Interest in Collateral. As an inducement for the Secured Parties to extend the loans as evidenced by the Debentures and to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Debtor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Agent, for the benefit of the Secured Parties, a security interest in and to, a lien upon and a right of set-off against all of their respective right, title and interest of whatsoever kind and nature in and to, the Collateral (a "Security Interest" and, collectively, the "Security Interests").

3. Delivery of Certain Collateral. Contemporaneously or prior to the execution of this Agreement, each Debtor shall deliver or cause to be delivered to the Agent (a) any and all certificates and other instruments representing or evidencing the Pledged Securities, and (b) any and all certificates and other instruments or documents representing any of the other Collateral, in each case, together with all Necessary Endorsements. The Debtors are, contemporaneously with the execution hereof, delivering to Agent, or have previously delivered to Agent, a true and correct copy of each Organizational Document governing any of the Pledged Securities.

4. Representations and Warranties of the Debtors. Except as set forth under the corresponding section of the disclosure schedules delivered to the Secured Parties concurrently herewith (the "Disclosure Schedules"), which Disclosure Schedules shall be deemed a part hereof, each Debtor represents and warrants to the Secured Parties as follows:

(a) Each Debtor has the requisite corporate, partnership, limited liability company or other power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by each Debtor of this Agreement and the filings contemplated therein have been duly authorized by all necessary action on the part of such Debtor and no further action is required by such Debtor. This Agreement has been duly executed by each Debtor. This Agreement constitutes the legal, valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors and by general principles of equity.

(b) The Debtors have no place of business or offices where their respective books of account and records are kept (other than temporarily at the offices of its attorneys or accountants) or places where Collateral is stored or located, except as set forth on Schedule A attached hereto. Except as specifically set forth on Schedule A, each Debtor is the record owner of the real property where such Collateral is located, and there exist no mortgages or other liens on any such real property except for Permitted Liens (as defined in the Debentures). Except as disclosed on Schedule A, none of such Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor.

(c) Except for Permitted Liens (as defined in the Debentures) and except as set forth on Schedule B attached hereto, the Debtors are the sole owner of the Collateral (except for non-exclusive licenses granted by any Debtor in the ordinary course of business), free and clear of any liens, security interests, encumbrances, rights or claims, and are fully authorized to grant the Security Interests. Except as set forth on Schedule C attached hereto, there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement, license or transfer or any notice of any of the foregoing (other than those that will be filed in favor of the Agent pursuant to this Agreement) covering or affecting any of the Collateral. Except as set forth on Schedule C attached hereto and except pursuant to this Agreement, as long as this Agreement shall be in effect, the Debtors shall not execute and shall not knowingly permit to be on file in any such office or agency any other financing statement or other document or instrument (except to the extent filed or recorded in favor of the Agent pursuant to the terms of this Agreement).

(d) No written claim has been received that any Collateral or any Debtor's use of any Collateral violates the rights of any third party. There has been no adverse decision to any Debtor's claim of ownership rights in or exclusive rights to use the Collateral in any jurisdiction or to any Debtor's right to keep and maintain such Collateral in full force and effect, and there is no proceeding involving said rights pending or, to the best knowledge of any Debtor, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority.

(e) This Agreement creates in favor of the Agent, for the benefit of the Secured Parties, a valid first priority security interest in the Collateral, subject only to Permitted Liens (as defined in the Debentures) securing the payment and performance of the Obligations. Upon making the filings described in the immediately following paragraph, all security interests created hereunder in any Collateral which may be perfected by filing Uniform Commercial Code financing statements shall have been duly perfected.

(f) Each Debtor hereby authorizes the Agent to file one or more financing statements under the UCC, with respect to the Security Interests, with the proper filing and recording agencies in any jurisdiction deemed proper by it.

(g) The execution, delivery and performance of this Agreement by the Debtors does not: (i) violate any of the provisions of any Organizational Documents of any Debtor or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation applicable to any Debtor; or (ii) subject to the Agent's each Secured Party's performance of its respective obligations under the Subordination Agreements, conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, 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 any Debtor's debt or otherwise) or other understanding to which any Debtor is a party or by which any property or asset of any Debtor is bound or affected. If any, all required consents (including, without limitation, from stockholders or creditors of any Debtor) necessary for any Debtor to enter into and perform its obligations hereunder have been obtained.

(h) The capital stock and other equity interests listed on Schedule H hereto (the "Pledged Securities") represent: (i) all of the capital stock and other equity interests of the Guarantors that are domestic subsidiaries, and represent all capital stock and other equity interests owned, directly or indirectly, of such Guarantors by the Company; and (ii) 65% of the capital stock of the subsidiaries of the Company that are not U.S. subsidiaries. All of the Pledged Securities are validly issued, fully paid and nonassessable, and the Company is the legal and beneficial owner of the Pledged Securities, free and clear of any lien, security interest or other encumbrance except for the security interests created by this Agreement and other Permitted Liens (as defined in the Debentures).

(i) The ownership and other equity interests in partnerships and limited liability companies (if any) included in the Collateral (the "Pledged Interests") by their express terms do not provide that they are securities governed by Article 8 of the UCC and are not held in a securities account or by any financial intermediary.

(j) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of any Debtor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(k) Each Debtor was organized and remains organized solely under the laws of the state set forth next to such Debtor's name in Schedule D attached hereto, which Schedule D sets forth each Debtor's organizational identification number or, if any Debtor does not have one, states that one does not exist.

(l) (i) The actual name of each Debtor is the name set forth in Schedule D attached hereto; (ii) no Debtor has any trade names except as set forth on Schedule E attached hereto; (iii) no Debtor has used any name other than that stated in the preamble hereto or as set forth on Schedule E for the preceding five years; and (iv) no entity has merged into any Debtor or been acquired by any Debtor within the past five years except as set forth on Schedule E.

(m) Schedule F attached hereto lists all of the United States patents, patent applications, trademarks, trademark applications, registered copyrights, and domain names owned by any of the Debtors as of the date hereof. Schedule F lists all material licenses in favor of any Debtor for the use of any patents, trademarks, copyrights and domain names as of the date hereof. All material patents and trademarks of the Debtors have been duly recorded at the United States Patent and Trademark Office and all material copyrights of the Debtors have been duly recorded at the United States Copyright Office.

(n) Except as set forth on Schedule G attached hereto, none of the account debtors or other persons or entities obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or any similar federal, state or local statute or rule in respect of such Collateral.

5. **Covenants and Agreements of the Debtors**. Each Debtor covenants and agrees with the Secured Parties as follows:

(a) Each Debtor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral at the locations set forth on Schedule A attached hereto and may not relocate such books of account and records or tangible Collateral unless it delivers to the Agent at least 30 days prior to such relocation (i) written notice of such relocation and the new location thereof (which must be within the United States) and (ii) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to perfect the Security Interests to create in favor of the Agent a valid, perfected and continuing perfected first priority (subject to Permitted Liens) lien in the Collateral. (b) Except for Permitted Liens (as defined in the Debentures), each Debtor shall at all times maintain the liens and Security Interests provided for hereunder as valid and perfected first priority (subject to Permitted Liens) liens and security interests in the Collateral in favor of the Agent until this Agreement and the Security Interest hereunder shall be terminated pursuant to Section 15 hereof. Each Debtor hereby agrees to defend the same against the claims of any and all persons and entities. Each Debtor shall safeguard and protect all Collateral for the account of the Secured Parties. At the reasonable request of the Agent, each Debtor will sign and deliver to the Agent on behalf of the Secured Parties at any time or from time to time one or more financing statements pursuant to the UCC in form reasonably satisfactory to the Agent and will pay the cost of filing the same in all public offices wherever filing is, or is deemed by the Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, each Debtor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the Security Interests hereunder, and each Debtor shall obtain and furnish to the Agent from time to time, upon demand, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the Security Interests hereunder.

(b) No Debtor will transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral (except for non-exclusive licenses granted by a Debtor in its ordinary course of business and sales of inventory or obsolete capital equipment by a Debtor in its ordinary course of business) without the prior written consent of a Majority in Interest.

(c) Each Debtor shall keep and preserve its equipment, inventory and other tangible Collateral in good condition, repair and order (ordinary wear and tear excepted) and shall not operate or locate any such Collateral (or cause to be operated or located) in any area excluded from insurance coverage.

(d) Each Debtor shall maintain with financially sound and reputable insurers, insurance with respect to the Collateral, including Collateral hereafter acquired, against loss or damage of the kinds and in the amounts customarily insured against by entities of established reputation having similar properties similarly situated and in such amounts as are customarily carried under similar circumstances by other such entities and otherwise as is prudent for entities engaged in similar businesses but in any event sufficient to cover the full replacement cost thereof. Each Debtor shall cause each insurance policy issued in connection herewith to provide, and the insurer issuing such policy to certify to the Agent, that (a) the Agent will be named as lender loss payee and additional insured under each such insurance policy; (b) if such insurance be proposed to be cancelled or materially changed for any reason whatsoever, such insurer will promptly notify the Agent and such cancellation or change shall not be effective as to the Agent for at least thirty (30) days after receipt by the Agent of such notice, unless the effect of such change is to extend or increase coverage under the policy; and (c) the Agent will have the right (but no obligation) at its election to remedy any default in the payment of premiums within thirty (30) days of notice from the insurer of such default. If no Event of Default (as defined in the Debentures) exists and if the proceeds arising out of any claim or series of related claims do not exceed $100,000, loss payments in each instance will be applied by the applicable Debtor to the repair and/or replacement of property with respect to which the loss was incurred to the extent reasonably feasible, and any loss payments or the balance thereof remaining, to the extent not so applied, shall be payable to the applicable Debtor; provided, however, that payments received by any Debtor after an Event of Default occurs and is continuing or in excess of $50,000 for any occurrence or series of related occurrences shall be paid to the Agent on behalf of the Secured Parties and, if received by such Debtor, shall be held in trust for the Secured Parties and immediately paid over to the Agent unless otherwise directed in writing by the Agent. Copies of such policies or the related certificates, in each case, naming the Agent as lender loss payee and additional insured shall be delivered to the Agent at least annually and at the time any new policy of insurance is issued.

(e) Each Debtor shall, within ten (10) days of obtaining knowledge thereof, advise the Secured Parties promptly, in sufficient detail, of any material adverse change in the Collateral, and of the occurrence of any event which would have a material adverse effect on the value of the Collateral or on the Secured Parties' security interest, through the Agent, therein.

(f) Each Debtor shall promptly execute and deliver to the Agent such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Agent may from time to time reasonably request to perfect, protect or enforce the Agent's security interest in the Collateral including, without limitation, if applicable, the execution and delivery of a separate security agreement with respect to each Debtor's Intellectual Property ("Intellectual Property Security Agreement") in which the Agent has been granted a security interest hereunder, substantially in a form reasonably acceptable to the Agent, which Intellectual Property Security Agreement, other than as stated therein, shall be subject to all of the terms and conditions hereof.

(g) Each Debtor shall permit the Agent and its representatives and agents to inspect the Collateral during normal business hours and upon reasonable prior notice, and to make copies of records pertaining to the Collateral as may be reasonably requested by the Agent from time to time.

(h) Each Debtor shall take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.

(i) Each Debtor shall promptly notify the Agent in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Debtor that may materially affect the value of the Collateral, the Security Interest or the rights and remedies of the Agent hereunder.

(j) The Debtors shall at all times preserve and keep in full force and effect their respective valid existence and good standing and any rights and franchises material to their business.

(k) No Debtor will change its name, type of organization, jurisdiction of organization, organizational identification number (if it has one), legal or corporate structure, or identity, or add any new fictitious name unless it provides at least 30 days prior written notice to the Agent of such change and, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(l) Except in the ordinary course of business, no Debtor may consign any of its inventory or sell any of its inventory on bill and hold, sale or return, sale on approval, or other conditional terms of sale without the consent of the Agent which shall not be unreasonably withheld.

(m) No Debtor may relocate its chief executive office to a new location without providing 30 days prior written notification thereof to the Agent and so long as, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(n) At any time and from time to time that any Collateral consists of instruments, certificated securities or other items that require or permit possession by the secured party to perfect the security interest created hereby, the applicable Debtor shall deliver such Collateral to the Agent.

(o) Each Debtor, in its capacity as issuer, hereby agrees to comply with any and all orders and instructions of Agent regarding the Pledged Interests consistent with the terms of this Agreement without the further consent of any Debtor as contemplated by Section 8-106 (or any successor section) of the UCC. Further, each Debtor agrees that it shall not enter into a similar agreement (or one that would confer "control" within the meaning of Article 8 of the UCC) with any other person or entity.

(p) Subject to the Subordination Agreements, each Debtor shall cause all tangible chattel paper constituting Collateral to be delivered to the Agent, or, if such delivery is not possible, then to cause such tangible chattel paper to contain a legend noting that it is subject to the security interest created by this Agreement. Subject to the Subordination Agreements, to the extent that any Collateral consists of electronic chattel paper, the applicable Debtor shall cause the underlying chattel paper to be "marked" within the meaning of Section 9-105 of the UCC (or successor section thereto).

(q) Subject to the Subordination Agreements, to the extent that any Collateral consists of letter-of-credit rights, the applicable Debtor shall cause the issuer of each underlying letter of credit to consent to an assignment of the proceeds thereof to the Agent.

(r) To the extent that any Collateral is in the possession of any third party other than [other creditors], the applicable Debtor shall join with the Agent in notifying such third party of the Agent's security interest in such Collateral and shall use its best efforts to obtain an acknowledgement and agreement from such third party with respect to the Collateral, in form and substance reasonably satisfactory to the Agent.

(s) If any Debtor shall at any time hold or acquire a commercial tort claim, such Debtor shall promptly notify the Agent in a writing signed by such Debtor of the particulars thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Agent.

(t) Each Debtor shall immediately provide written notice to the Agent of any and all accounts which arise out of contracts with any governmental authority and, to the extent necessary to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof, shall execute and deliver to the Agent an assignment of claims for such accounts and cooperate with the Agent in taking any other steps required, in its judgment, under the Federal Assignment of Claims Act or any similar federal, state or local statute or rule to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof.

(u) Each Debtor shall vote the Pledged Securities to comply with the covenants and agreements set forth herein and in the Debentures.

(v) Each Debtor shall register the pledge of the applicable Pledged Securities, if any, on the books of such Debtor.

(w) In the event that, upon an occurrence of an Event of Default, Agent shall sell all or any of the Pledged Securities to another party or parties (herein called the "Transferee") or shall purchase or retain all or any of the Pledged Securities, each Debtor shall, to the extent applicable: (i) deliver to Agent or the Transferee, as the case may be, the articles of incorporation, bylaws, minute books, stock certificate books, corporate seals, deeds, leases, indentures, agreements, evidences of indebtedness, books of account, financial records and all other Organizational Documents and records of the Debtors and their direct and indirect subsidiaries; (ii) use its best efforts to obtain resignations of the persons then serving as officers and directors of the Debtors and their direct and indirect subsidiaries, if so requested; and (iii) use its best efforts to obtain any approvals that are required by any governmental or regulatory body in order to permit the sale of the Pledged Securities to the Transferee or the purchase or retention of the Pledged Securities by Agent and allow the Transferee or Agent to continue the business of the Debtors and their direct and indirect subsidiaries.

(x) Without limiting the generality of the other obligations of the Debtors hereunder, each Debtor shall promptly: (i) cause to be registered at the United States Copyright Office all of its material copyrights; (ii) cause the security interest contemplated hereby with respect to all Intellectual Property registered at the United States Copyright Office or United States Patent and Trademark Office to be duly recorded at the applicable office, and (iii) give the Agent notice whenever it acquires (whether absolutely or by license) or creates any additional material Intellectual Property.

(y) Each Debtor will from time to time, at the joint and several expense of the Debtors, promptly execute and deliver all such further instruments and documents, and take all such further action as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder and with respect to any Collateral or to otherwise carry out the purposes of this Agreement.

6. **Effect of Pledge on Certain Rights**. If any of the Collateral subject to this Agreement consists of nonvoting equity or ownership interests (regardless of class, designation, preference or rights) that may be converted into voting equity or ownership interests upon the occurrence of certain events (including, without limitation, upon the transfer of all or any of the other stock or assets of the issuer), it is agreed that the pledge of such equity or ownership interests pursuant to this Agreement or the enforcement of any of Agent's rights hereunder shall not be deemed to be the type of event which would trigger such conversion rights notwithstanding any provisions in the Organizational Documents or agreements to which any Debtor is subject or to which any Debtor is party.

7. **Defaults**. The following events shall be "Events of Default":

(a) The occurrence of an Event of Default (as defined in the Debentures) under the Debentures or a breach by the Company of any covenant under the Purchase Agreement which is not cured within ten business days unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion;

(b) Any representation or warranty of any Debtor in this Agreement shall prove to have been incorrect in any material respect when made;

(c) The failure by any Debtor to observe or perform any of its obligations hereunder for ten business days after delivery to such Debtor of notice of such failure by or on behalf of a Secured Party unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion; or

(d) If any provision of this Agreement shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by any Debtor, or a proceeding shall be commenced by any Debtor, or by any governmental authority having jurisdiction over any Debtor, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny that any Debtor has any liability or obligation purported to be created under this Agreement.

8. **Duty To Hold In Trust**.

(a) Upon the occurrence and during the continuance of any Event of Default, upon the request of the Agent and subject to the Subordination Agreements, each Debtor shall, upon receipt of any revenue, income, dividend, interest or other sums subject to the Security Interests, whether payable pursuant to the Debentures or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Secured Parties and shall forthwith endorse and transfer any such sums or instruments, or both, to the Secured Parties, pro-rata in proportion to their respective then-currently outstanding principal amount of Debentures for application to the satisfaction of the Obligations (and if any Debenture is not outstanding, pro-rata in proportion to the initial purchases of the remaining Debentures).

(b) If any Debtor shall become entitled to receive or shall receive any securities or other property (including, without limitation, shares of Pledged Securities or instruments representing Pledged Securities acquired after the date hereof, or any options, warrants, rights or other similar property or certificates representing a dividend, or any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of such Debtor or any of its direct or indirect subsidiaries) in respect of the Pledged Securities (whether as an addition to, in substitution of, or in exchange for, such Pledged Securities or otherwise), such Debtor agrees to: (i) accept the same as the agent of the Secured Parties; (ii) hold the same in trust on behalf of and for the benefit of the Secured Parties; and (iii) subject to the Subordination Agreements, to deliver any and all certificates or instruments evidencing the same to Agent on or before the close of business on the fifth business day following the receipt thereof by such Debtor, in the exact form received together with the Necessary Endorsements, to be held by Agent subject to the terms of this Agreement as Collateral.

9. **Rights and Remedies Upon Default**.

(a) Subject to the Subordination Agreements, upon the occurrence of any Event of Default and at any time thereafter while such Event of Default is continuing, the Secured Parties, acting through the Agent, shall have the right to exercise all of the remedies conferred hereunder and under the Debentures, and the Secured Parties shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Agent, for the benefit of the Secured Parties, shall have the following rights and powers:

(i) The Agent shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and each Debtor shall assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Debtor's premises or elsewhere, and make available to the Agent, without rent, all of such Debtor's respective premises and facilities for the purpose of the Agent taking possession of, removing or putting the Collateral in saleable or disposable form.

(ii) Upon notice to the Debtors by Agent, all rights of each Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise and all rights of each Debtor to receive the dividends and interest which it would otherwise be authorized to receive and retain, shall cease. Upon such notice, Agent shall have the right to receive, for the benefit of the Secured Parties, any interest, cash dividends or other payments on the Collateral and, at the option of Agent, to exercise in such Agent's discretion all voting rights pertaining thereto. Without limiting the generality of the foregoing, Agent shall have the right (but not the obligation) to exercise all rights with respect to the Collateral as it were the sole and absolute owner thereof, including, without limitation, to vote and/or to exchange, at its sole discretion, any or all of the Collateral in connection with a merger, reorganization, consolidation, recapitalization or other readjustment concerning or involving the Collateral or any Debtor or any of its direct or indirect subsidiaries.

(iii) The Agent shall have the right to operate the business of each Debtor using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Agent may deem commercially reasonable, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to any Debtor or right of redemption of a Debtor, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Agent, for the benefit of the Secured Parties, may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of any Debtor, which are hereby waived and released.

(iv) The Agent shall have the right (but not the obligation) to notify any account debtors and any obligors under instruments or accounts to make payments directly to the Agent, on behalf of the Secured Parties, and to enforce the Debtors' rights against such account debtors and obligors.

(v) The Agent, for the benefit of the Secured Parties, may (but is not obligated to) direct any financial intermediary or any other person or entity holding any investment property to transfer the same to the Agent, on behalf of the Secured Parties, or its designee.

(vi) The Agent may (but is not obligated to) transfer any or all Intellectual Property registered in the name of any Debtor at the United States Patent and Trademark Office and/or Copyright Office into the name of the Secured Parties or any designee or any purchaser of any Collateral.

(b) The Agent shall comply with any applicable law in connection with a disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Agent may sell the Collateral without giving any warranties and may specifically disclaim such warranties. If the Agent sells any of the Collateral on credit, the Debtors will only be credited with payments actually made by the purchaser. In addition, each Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default that is continuing to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(c) For the purpose of enabling the Agent to further exercise rights and remedies under this Section 9 or elsewhere provided by agreement or applicable law, each Debtor hereby grants to the Agent, for the benefit of the Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use, license or sublicense following an Event of Default, any Intellectual Property now owned or hereafter acquired by such Debtor (subject, in the case of trademarks, to sufficient rights to quality control and inspection in favor of such Debtor to avoid the risk of invalidation of such trademarks), and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

10. Applications of Proceeds. The proceeds of any such sale, lease or other disposition of the Collateral hereunder or from payments made on account of any insurance policy insuring any portion of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Agent in enforcing the Secured Parties' rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations pro rata among the Secured Parties (based on then-outstanding principal amounts of Debentures at the time of any such determination), and to the payment of any other amounts required by applicable law, after which the Secured Parties shall pay to the applicable Debtor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Debtors will be liable for the deficiency, together with interest thereon, at the rate of 15% per annum or the lesser amount permitted by applicable law (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Parties to collect such deficiency. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands against the Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless due solely to the gross negligence or willful misconduct of the Secured Parties as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.

11. Securities Law Provision. Each Debtor recognizes that Agent may be limited in its ability to effect a sale to the public of all or part of the Pledged Securities by reason of certain prohibitions in the Securities Act of 1933, as amended, or other federal or state securities laws (collectively, the "Securities Laws"), and may be compelled to resort to one or more sales to a restricted group of purchasers who may be required to agree to acquire the Pledged Securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor agrees that sales so made may be at prices and on terms less favorable than if the Pledged Securities were sold to the public, and that Agent has no obligation to delay the sale of any Pledged Securities for the period of time necessary to register the Pledged Securities for sale to the public under the Securities Laws.

12. Costs and Expenses. Each Debtor agrees to pay all reasonable and documented out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Agent. The Debtors shall also pay all other claims and charges which in the reasonable opinion of the Agent is reasonably likely to prejudice, imperil or otherwise affect the Collateral or the Security Interests therein. The Debtors will also, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, may incur in connection with the creation, perfection, protection, satisfaction, foreclosure, collection or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Agreement and pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, and the Secured Parties may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, or (iii) the exercise or enforcement of any of the rights of the Secured Parties under the Debentures. Until so paid, any fees payable hereunder shall be added to the principal amount of the Debentures and shall bear interest at the Default Rate.

13. Responsibility for Collateral. The Debtors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason. Without limiting the generality of the foregoing, (a) neither the Agent nor any Secured Party (i) has any duty (either before or after an Event of Default) to collect any amounts in respect of the Collateral or to preserve any rights relating to the Collateral, or (ii) has any obligation to clean-up or otherwise prepare the Collateral for sale, and (b) each Debtor shall remain obligated and liable under each contract or agreement included in the Collateral to be observed or performed by such Debtor thereunder. Neither the Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to any of the Collateral, nor shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Agent or to which the Agent or any Secured Party may be entitled at any time or times.

14. Security Interests Absolute. Each Debtor waives all right to require the Secured Parties to marshal assets. Each Debtor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

15. Term of Agreement . This Agreement and the Security Interests shall terminate on the date on which all payments under the Debentures have been indefeasibly paid in full and all other Obligations (other than contingent indemnification obligations for which no claim has been made) have been paid or discharged; provided, however, that all indemnities of the Debtors contained in this Agreement (including, without limitation, Annex A hereto) shall survive and remain operative and in full force and effect regardless of the termination of this Agreement.

16. Power of Attorney; Further Assurances.

(a) Each Debtor authorizes the Agent, and does hereby make, constitute and appoint the Agent and its officers, agents, successors or assigns with full power of substitution, as such Debtor's true and lawful attorney-infact, with power, in the name of the Agent or such Debtor, to, after the occurrence and during the continuance of an Event of Default, (i) endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Agent; (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to transfer any Intellectual Property or provide licenses respecting any Intellectual Property; and (vi) generally, at the option of the Agent, and at the expense of the Debtors, at any time, or from time to time, to execute and deliver any and all documents and instruments and to do all acts and things which the Agent deems necessary to protect, preserve and realize upon the Collateral and the Security Interests granted therein in order to effect the intent of this Agreement and the Debentures all as fully and effectually as the Debtors might or could do; and each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding. The designation set forth herein shall be deemed to amend and supersede any inconsistent provision in the Organizational Documents or other documents or agreements to which any Debtor is subject or to which any Debtor is a party. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, each Secured Party is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

(b) On a continuing basis, each Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions indicated on Schedule C attached hereto, all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Agent, to perfect the Security Interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent the grant or perfection of a perfected security interest in all the Collateral under the UCC.

(c) Each Debtor hereby irrevocably appoints the Agent as such Debtor's attorney-in-fact, with full authority in the place and instead of such Debtor and in the name of such Debtor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Debtor where permitted by law, which financing statements may (but need not) describe the Collateral as "all assets" or "all personal property" or words of like import, and ratifies all such actions taken by the Agent. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

17. Notices. All notices, requests, demands and other communications hereunder shall be subject to the notice provision of the Purchase Agreement (as such term is defined in the Debentures).

18. Other Security. To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Parties' rights and remedies hereunder.

19. Appointment of Agent . Each of the Secured Parties hereby appoint [PLACEMENT AGENT] to act as Agent for purposes of exercising any and all rights and remedies of the Secured Parties hereunder. Such appointment shall continue until revoked in writing by a Majority in Interest, at which time a Majority in Interest shall appoint a new Agent. The Agent shall have the rights, responsibilities and immunities set forth in the Collateral Agent Rights, Responsibilities and Duties attached as Annex A hereto which are incorporated herein and will be binding upon the parties hereto.

20. Miscellaneous.

(a) No course of dealing between the Debtors and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Debentures shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Secured Parties with respect to the Collateral, whether established hereby or by the Debentures or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement, together with the exhibits and schedules hereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement and the exhibits and schedules hereto. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Debtors and the Secured Parties holding a Majority-In-Interest, or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(e) No waiver of any default with respect to any provision, condition or requirement of this Agreement shall 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 shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company and the Guarantors may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Secured Party (other than by merger). Any Secured Party may assign any or all of its rights under this Agreement to any Person (as defined in the Purchase Agreement) to whom such Secured Party assigns or transfers any Obligations, provided such transferee agrees in writing to be bound, with respect to the transferred Obligations, by the provisions of this Agreement that apply to the "Secured Parties."

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and the Debentures (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or other electronic transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature or electronic transmission were the original thereof.

(j) All Debtors shall jointly and severally be liable for the obligations of each Debtor to the Secured Parties hereunder.

(k) Each Debtor shall indemnify, reimburse and hold harmless the Agent and the Secured Parties and their respective partners, members, shareholders, officers, directors, employees and agents (and any other persons with other titles that have similar functions) (collectively, "Indemnitees") from and against any and all losses, claims, liabilities, damages, penalties, suits, costs and expenses, of any kind or nature, (including fees relating to the cost of investigating and defending any of the foregoing) imposed on, incurred by or asserted against such Indemnitee in any way related to or arising from or alleged to arise from this Agreement or the Collateral, except any such losses, claims, liabilities, damages, penalties, suits, costs and expenses which result from the gross negligence or willful misconduct of the Indemnitee as determined by a final, nonappealable decision of a court of competent jurisdiction. This indemnification provision is in addition to, and not in limitation of, any other indemnification provision in the Debentures, the Purchase Agreement (as such term is defined in the Debentures) or any other agreement, instrument or other document executed or delivered in connection herewith or therewith.

(l) Nothing in this Agreement shall be construed to subject Agent or any Secured Party to liability as a partner in any Debtor or any if its direct or indirect subsidiaries that is a partnership or as a member in any Debtor or any of its direct or indirect subsidiaries that is a limited liability company, nor shall Agent or any Secured Party be deemed to have assumed any obligations under any partnership agreement or limited liability company agreement, as applicable, of any such Debtor or any of its direct or indirect subsidiaries or otherwise, unless and until any such Secured Party exercises its right to be substituted for such Debtor as a partner or member, as applicable, pursuant hereto.

(m) To the extent that the grant of the security interest in the Collateral and the enforcement of the terms hereof require the consent, approval or action of any partner or member, as applicable, of any Debtor or any direct or indirect subsidiary of any Debtor or compliance with any provisions of any of the Organizational Documents, the Debtors hereby grant such consent and approval and waive any such noncompliance with the terms of said documents.

(n) Upon any disposition of property permitted by the Debentures, the Security Interest granted herein shall be deemed to be automatically released as to such property and such property shall automatically revert to the applicable Debtor with no further action on the part of any person or entity. The Agent shall, at the applicable Debtor's expense, execute and deliver or otherwise authorize the filing of such documents as such Debtor shall reasonably request, in form and substance reasonably satisfactory to the Agent, including financing statement amendments to evidence such release.

(o) Each holder of Debentures, as may be issued from time to time as contemplated under the Memorandum shall be deemed a Secured Party, it being understood and agreed by the Secured Parties and the Debtors that the principal amount of Debentures and number of Secured Parties shall be increased as additional Debentures are sold in accordance with the terms as set forth in the Memorandum up to the maximum amount of $6,125,000 principal amount.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed on the day and year first above written.

COMPANY:

PRESSURE BIOSCIENCES, INC.

By: _____
Name:
Title:
Address:

Facsimile:

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS OF DEBENTURES TO PRESSURE BIOSCIENCES, INC.]

Name of Investing Entity or Person: _____

Signature of Authorized Signatory of Investing entity or Person:

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Accepted and Agreed as Collateral Agent:

[PLACEMENT AGENT]
as Collateral Agent

By: _____
Name:
Title:

SCHEDULES ATTACHED

SCHEDULE A

Principal Place of Business of Debtors: *14*
Norfolk Avenue
South Easton, Massachusetts

Locations Where Collateral is Located or Stored: *14*
Norfolk Avenue
South Easton, Massachusetts

200 Boston Avenue Medford,
Massachusetts

Locations where the Debtors own, lease, or occupy any real property: *14*
Norfolk Avenue
South Easton, Massachusetts

200 Boston Avenue Medford,
Massachusetts

Location of warehousemen, bailees, or other third parties who have possession of any of the Debtors' inventory or equipment:
Constant Systems
975 Cobb Place Blvd
Suite 202
Kennesaw, Georgia

SCHEDULE B
EXISTING LIENS

The following chart is what shows up with we conducted a UCC Search Results for Pressure Biosciences, Inc. in the Commonwealth of Massachusetts.

Name	Name Type	City	State	Filing Type	Filing Number	Original Filing Number	Filing Date
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201301238130	201301238130	01/14/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201302379760	201301238130	03/07/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201302573960	201302573960	03/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201303248290	201302573960	04/12/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306555700	201306555700	09/10/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306734240	201306734240	09/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306734240	201306734240	09/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201412407810	201306734240	06/05/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201412407810	201306734240	06/05/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201412577450	201412577450	06/12/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201413756430	201413756430	08/06/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201413756430	201413756430	08/06/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201517465120	201517465120	0/28/2015

SCHEDULE C

EXISTING FILINGS

The following chart is what shows up with we conducted a UCC Search Results for Pressure Biosciences, Inc. in the Commonwealth of Massachusetts.

Name	Name Type	City	State	Filing Type	Filing Number	Original Filing Number	Filing Date
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201301238130	201301238130	01/14/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201302379760	201301238130	03/07/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201302573960	201302573960	03/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201303248290	201302573960	04/12/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306555700	201306555700	09/10/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306734240	201306734240	09/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201306734240	201306734240	09/18/2013
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201412407810	201306734240	06/05/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-3 Termination	201412407810	201306734240	06/05/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201412577450	201412577450	06/12/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201413756430	201413756430	08/06/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201413756430	201413756430	08/06/2014
Pressure Biosciences, Inc.	Debtor	South Easton	MA	UCC-1	201517465120	201517465120	0/28/2015

SCHEDULE D
LEGAL NAMES AND ORGANIZATIONAL IDENTIFICATION NUMBERS

	Entity	Jurisdiction of Organization (and form)	Organizational Identification Number
1.	Bioseq, Inc.	Massachusetts corporation	04-3253991
2.	Pressure BioSciences, Inc.	Massachusetts corporation	04-2652826

SCHEDULE E
INTELLECTUAL PROPERTY

Patents:

US Patents

Pressure cycling reactor and methods of controlling reactions using pressure

Authors: Laugharn, J., G. Dreier, E. Rudd, and David Green

Date Awarded: 3/14/00

Patent Number: US 6,036,923

Abstract: Methods and apparatus in which pressure provides precise control over the timing and preferably synchronization of chemical reactions, particularly enzymatic reactions.

Nucleic acid isolation and purification

Authors: Laugharn, J., R. Hess, and Feng Tao

Date Awarded: 08/29/2000

Patent Number: US 6,111,096

Abstract: The invention is based on the discovery that hyperbaric, hydrostatic pressure reversibly alters the partitioning of nucleic acids between certain adsorbed and solvated phases relative to partitioning at ambient pressure. The new methods and devices disclosed herein make use of this discovery for highly selective and efficient, low salt isolation and purification of nucleic acids from a broad range of sample types, including forensic samples, blood and other body fluids, and cultured cells.

Pressure-enhanced extraction and purification

Authors: Laugharn, J., R. Hess, and Feng Tao

Date Awarded: 9/19/00

Patent Number: US 6,120,985

Abstract: Methods for cell lysis and purification of biological materials, involving subjecting a sample maintained at a subzero temperature to high pressure, are disclosed. Apparatus for practicing the methods are also disclosed. The cell or cells that are lysed may be in suspension or part of a tissue. They are lysed by a method that includes: (i) providing a frozen cell or cells under atmospheric pressure; (ii) while maintaining the cell or cells at a subzero temperature, exposing the cell or cells to an elevated pressure in a pressure chamber, the elevated pressure being sufficient to thaw the frozen cell or cells at the subzero temperature; (iii) depressurizing the pressure chamber to freeze the cell or cells at the subzero temperature; and (iv) repeating the exposing and depressurizing steps until the cell or cells are lysed. This method can lyse a cell or cells with or without cell walls; such cells include, but are not limited to, bacteria, viruses, fungal cells (e.g, yeast cells), plant cells (e.g, corn leaf tissue), animal cells, insect cells, and protozoan cells.

Pressure modulated ion activity

Authors: Hess, R., and J. Laugharn

Date Awarded: 10/03/2000

Patent Number: US 6,127,534

Abstract: The invention is based on the discovery that pressure-induced changes in the free ion activity of a solution can be used to reversibly modulate the rate or the equilibrium position of chemical reactions, including catalytic reactions and associating/dissociating reactions. Pressure induced changes in free-ion activity can also be used to improve separation processes.

Pressure-enhanced extraction and purification

Authors: Laugharn, Jr., James A., Hess, Robert A., and Tao, Feng

Date Awarded: 8/14/2001

Patent Number: US 6,274,762

Abstract: The invention is based on the discovery that hyperbaric, hydrostatic pressure reversibly alters the partitioning of biomolecules between certain adsorbed and solvated phases relative to partitioning at ambient pressure. The new methods and devices disclosed herein make use of this discovery for highly selective and efficient, low salt isolation and purification of nucleic acids from a broad range of sample types, including forensic samples, blood and other body fluids, and cultured cells. In one embodiment, the invention features a pressure-modulation apparatus. The apparatus includes an electrode array system having at least two (i.e., two, three, four, or more) electrodes; and a conduit interconnecting the electrodes. The conduit contains an electrically conductive fluid in contact with a phase positioned in a pressure chamber. The phase can be, for example, a binding medium or stationary phase.

Integrated sequencing device

Authors: Laugharn, J, and R. Hess

Date Awarded: 06/12/2001 Patent

Number: US 6,245,506

Abstract: The invention is based on the discovery that the sequence of monomers in a polymeric biomolecule can be determined in a self-contained, high pressure reaction and detection apparatus, without the need for fluid flow into or out from the apparatus. The pressure is used to control the activity of enzymes that digest the polymeric biomolecule to yield the individual monomers in the sequence in which they existed in the polymer. High pressures modulate enzyme kinetics by reversibly inhibiting those enzymatic processes which result in a higher average activation volume, when compared to the ground state, and reversibly accelerating those processes which have lower activation volumes than the ground state. Modulating the pressure allows the experimenter to precisely control the activity of the enzyme. Conditions can be found, for example, where the enzyme removes only one monomer (e.g., a nucleotide or amino acid) from the biomolecule before the pressure is again raised to a prohibitive level. The identity of the single released nucleotide or amino acid can be determined using a detector that is in communication with a probe in the detection zone within the reaction vessel.

Pressure-controlled nucleic acid hybridization

Authors: Laugharn, J., D. Green and R. Hess Date Awarded: 7/10/2001

Patent Number: US 6,258,534

Abstract: A method of hybridizing a first nucleic acid to a second nucleic acid at least partially complementary to the first nucleic acid by (1) providing a sample vessel and pressure controller for the vessel; and (2) contacting the first and second nucleic acids within the vessel at a pressure above ambient pressure that is effective to enhance hybridization of the first and second nucleic acids.

Rapid cryobaric sterilization and vaccine preparation

Authors: Laugharn, J., D. Bradley, and R. Hess

Date Awarded: 08/07/2001

Patent Number: US 6,270,723

Abstract: The invention is based on the discovery that biological and non-biological materials can be sterilized, decontaminated, or disinfected by repeatedly cycling between relatively high and low pressures. Pressure cycling can be carried out at low, ambient, or elevated temperatures (e.g., from about -20.degree. C. to about 95.degree. C.). New methods based on this discovery can have applications in, for example, the preparation of vaccines, the sterilization of blood plasma or serum, the decontamination of military devices, and the disinfection of medical equipment. The new methods can also be incorporated into production processes or research procedures.

Integrated sequencing device

Authors: Laugharn, J, and R. Hess.

Date Awarded: 09/10/2002

Patent Number: US 6,448,065

Abstract: The invention is based on the discovery that the sequence of monomers in a polymeric biomolecule can be determined in a self-contained, high pressure reaction and detection apparatus, without the need for fluid flow into or out from the apparatus. The pressure is used to control the activity of enzymes that digest the polymeric biomolecule to yield the individual monomers in the sequence in which they existed in the polymer. High pressures modulate enzyme kinetics by reversibly inhibiting those enzymatic processes which result in a higher average activation volume, when compared to the ground state, and reversibly accelerating those processes which have lower activation volumes than the ground state. Modulating the pressure allows the experimenter to precisely control the activity of the enzyme. Conditions can be found, for example, where the enzyme removes only one monomer (e.g., a nucleotide or amino acid) from the biomolecule before the pressure is again raised to a prohibitive level. The identity of the single released nucleotide or amino acid can be determined using a detector that is in communication with a probe in the detection zone within the reaction vessel.

Pressure cycling reactor

Authors: Laugharn, J.A., G.H. Dreier, E.A. Rudd, and D.J. Green

Date Awarded: 05/27/2003

Patent Number: US 6,569,672

Abstract: Methods and apparatus in which pressure provides precise control over the timing and preferably synchronization of chemical reactions, particularly enzymatic reactions.

Pressure-mediated binding of biomolecular complexes

Authors: Litt, G.J., J.A. Laugharn, D.J. Green

Date Awarded: 10/21/2003

Patent Number: US 6,635,469

Abstract: The invention relates to (1) pressure-mediated dissociation of an analyte complexed with an endogenous binding partner to enable detection of a complex formed from the analyte and an exogenous binding factor, (2) pressure-mediated association of an analyte and an exogenous binding partner to enable more rapid and/or more sensitive detection of an analyte, and (3) pressure-mediated association and dissociation of biomolecular complexes to enable separation of one biomolecule from a complex mixture. Pressure can be used to improve assays by dissociating endogenous analyte complexes and improving assay speed and sensitivity by associating the analyte molecules with exogenously supplied binding partners. Pressure can also be used to improve the separation of compounds from contaminated mixtures. Methods of assaying an analyte in a sample having an endogenous complex between the analyte and an endogenous sample component include dissociating the analyte from the endogenous component using pressure and reacting the analyte with an exogenously supplied specific binding reagent to determine complexation between the analyte and the binding reagent.

Rapid cryobaric sterilization and vaccine preparation

Authors: Laugharn, J.A., D.W. Bradley, R.A. Hess

Date Awarded: 2/24/2004

Patent Number: US 6,696,019

Abstract: The invention is based on the discovery that biological and non-biological materials can be sterilized, decontaminated, or disinfected by repeatedly cycling between relatively high and low pressures. Pressure cycling can be carried out at low, ambient, or elevated temperatures (e.g., from about -40.degree. C. to about 95.degree. C., or intermediate ranges). New methods based on this discovery can have applications in, for example, the preparation of vaccines, the sterilization of blood plasma or serum, plant, animal, and human tissue, sputum, urine, feces, water, and ascites, the decontamination of military devices, food and beverage production, and the disinfection of medical equipment. The new methods can also be incorporated into production processes or research procedures.

Pressure-controlled nucleic acid hybridization

Authors: Laugharn, J., D. Green and R. Hess

Date Awarded: 6/22/2004

Patent Number: US 6,753,169

Abstract: A method of hybridizing a first nucleic acid to a second nucleic acid at least partially complementary to the first nucleic acid by (1) providing a sample vessel and pressure controller for the vessel; and (2) contacting the first and second nucleic acids within the vessel at a pressure above ambient pressure that is effective to enhance hybridization of the first and second nucleic acids.

Pressure-enhanced extraction and purification

Authors: James A. Laugharn, Robert Hess, and Feng Tao

Date Awarded: 12/01/2009

Patent Number: US 7,626,017 B2

Abstract: Methods for cell lysis and purification of biological materials, involving subjecting a sample to high pressure. Also featured is an apparatus for practicing the methods.

Japanese Patents

Pressure-mediated binding of biomolecular complexes

Authors: Litt, G.J., J.A. Laugharn, D.J. Green

Date Awarded: 03/17/2006

Patent Number: JP 3781780

Abstract: The invention relates to (1) pressure-mediated dissociation of an analyte complexed with an endogenous binding partner to enable detection of a complex formed from the analyte and an exogenous binding factor, (2) pressure-mediated association of an analyte and an exogenous binding partner to enable more rapid and/or more sensitive detection of an analyte, and (3) pressure-mediated association and dissociation of biomolecular complexes to enable separation of one biomolecule from a complex mixture. Pressure can be used to improve assays by dissociating endogenous analyte complexes and improving assay speed and sensitivity by associating the analyte molecules with exogenously supplied binding partners. Pressure can also be used to improve the separation of compounds from contaminated mixtures.

Pressure cycling reactor and methods of controlling reactions using pressure

Authors: Laugharn, J., G. Dreier, E. Rudd, and David Green

Date Awarded: 05/15/2009 Patent Number: JP 4308320

Abstract: Methods and apparatus in which pressure provides precise control over the timing and preferably synchronization of chemical reactions, particularly enzymatic reactions.

European Patent

Pressure cycling reactor

Authors: Laugharn, J., G. Dreier, E. Rudd, and David Green

Date Awarded: 09/12/2001

Patent Number: EP 0814900 Same name (U.S. Patent No. 6,036,923) to European Patent Convent, Germany, France, the United Kingdom, Italy, Sweden and Switzerland.

Abstract: Methods and apparatus in which pressure provides precise control over the timing and preferably synchronization of chemical reactions, particularly enzymatic reactions.

Pressure-mediated binding of biomolecular complexes

Authors: Litt, Gerald, Laugharn, J., Green, D., Hess, R., and Paulus, H.,

Date Awarded: 10/04/2001

Patent Number: EP 0924991

Issued in European Patent Convention, Austria, Belgium, Switzerland, Germany, Denmark, Spain, Finland, France, United Kingdom, Greece, Ireland, Italy, Luxemburg, Monaco, Netherlands, Portugal, and Sweden.

Abstract: The invention relates to (1) pressure-mediated dissociation of an analyte complexed with an endogenous binding partner to enable detection of a complex formed from the analyte and an exogenous binding factor, (2) pressure-mediated association of an analyte and an exogenous binding partner to enable more rapid and/or more sensitive detection of an analyte, and (3) pressure-mediated association and dissociation of biomolecular complexes to enable separation of one biomolecule from a complex mixture. Pressure can be used to improve assays by dissociating endogenous analyte complexes and improving assay speed and sensitivity by associating the analyte molecules with exogenously supplied binding partners. Pressure can also be used to improve the separation of compounds from contaminated mixtures.

Rapid cryobaric sterilization and vaccine preparation

Authors: Laugharn, J., D.W. Bradley, and R.A. Hess

Date Awarded 09/17/2003

Patent Number: EP 1112091

Abstract: The invention is based on the discovery that biological and non-biological materials can be sterilized, decontaminated, or disinfected by repeatedly cycling between relatively high and low pressures. Pressure cycling can be carried out at low, ambient, or elevated temperatures (e.g., from about -20 DEG C to about 95 DEG C). New methods based on this discovery can have applications in, for example, the preparation of vaccines, the sterilization of blood plasma or serum, the decontamination of military devices, and the disinfection of medical equipment. The new methods can also be incorporated into production processes or research procedures.

Australian Patents

Pressure-enhanced extraction and purification

Authors: Laugharn, J., R. Hess, and Feng Tao

Date Awarded: 07/25/2002

Patent Number: AU 745925

Abstracts: Methods for cell lysis and purification of biological materials, involving subjecting a sample to high pressure. Also featured is an apparatus for practicing the methods.

Multichamber device and uses thereof for processing of biological samples

Authors: Laugharn James A Jr; Tao Feng; Manak Mark M; Lawrence Nathan P; Kakita Allan; Schumacher Richard T.

Date Awarded: 11/29/2007

Patent Number: AU 2002259017

Abstract: Devices and methods are described for homogenization, processing, detection, and analysis of biological samples such as insects, fungi, bacteria, and plant and animal tissues. Multiple chambers in these devices permit different processing functions to be carried out at each stage, such that the resulting homogenized product can be further processed, purified, analyzed, and/or biomolecules such as metabolites, proteins and nucleic acids, or pharmaceutical products can be detected. The device can be used in a hydrostatic pressure

apparatus, in which different activities, i.e. incubations, addition or renewal of reagent, and generation and detection of signal can be carried out in the appropriate chamber. The method improves the preservation of biomolecules from chemical and enzymatic degradation relative to conventional means. Additionally, this method enables automated sample preparation and analytical processes.

Rapid sterilization and vaccine preparation

Authors: Bradley David W; Laugharn James A Jr; Hess Robert A

Date Awarded: 01/17/2008

Patent Number: AU 2002367749

Abstract: The invention is based on the discovery that biological and non-biological materials can be sterilized, decontaminated, or disinfected by repeatedly cycling between relatively high and low pressures. Pressure cycling can be carried out at low, ambient, or elevated temperatures (e.g., from about -40 DEG C to about 95 DEG C, or intermediate ranges). New methods based on this discovery can have applications in, for example, the preparation of vaccines, the sterilization of blood plasma or serum, plant, animal, and human tissue, sputum, urine, feces, water, and ascites, the decontamination of military devices, food and beverage production, and the disinfection of medical equipment. The new methods can also be incorporated into production processes or research procedures.

Canadian Patents

Pressure-mediated binding of biomolecular complexes

Authors: Hess, R., Paulus, H., Laugharn, J., Green, D., Litt. G,

Date Awarded: 06/26/2007

Patent Number: CA 2259318

Abstract: The invention relates to (1) pressure-mediated dissociation of an analyte complexed with an endogenous binding partner to enable detection of a complex formed from the analyte and an exogenous binding factor, (2) pressure-mediated association of an analyte and an exogenous binding partner to enable more rapid and/or more sensitive detection of an analyte, and (3) pressure-mediated association and dissociation of biomolecular complexes to enable separation of one biomolecule from a complex mixture. Pressure can be used to improve assays by dissociating endogenous analyte complexes and improving assay speed and sensitivity by associating the analyte molecules with exogenously supplied binding partners. Pressure can also be used to improve the separation of compounds from contaminated mixtures.

Rapid cryobaric sterilization and vaccine preparation

Authors: Laugharn, J.A., D.W. Bradley, R.A. Hess

Date Awarded: 09/02/2008

Patent Number: CA 2301067

Summary: The invention is based on the discovery that biological and non-biological materials can be sterilized, decontaminated, or disinfected by repeatedly cycling between relatively high and low pressures. Pressure cycling can be carried out at low, ambient, or elevated temperatures (e. g., from about -20.degree.C to about 95.degree.C). New methods based on this discovery can have applications in, for example, the preparation of vaccines, the sterilization of blood plasma or serum, the decontamination of military devices, and the disinfection of medical equipment. The new methods can also be incorporated into production processes or research procedures.

Patent Applications:

We have a number of patents pending but as a company policy we do not disclose the applications that are patent pending.

Trademarks:

Case Number	Mark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
P2028-2004	BAROCYCLER	US	76/352002	20-Dec-2001	2798648	23-Dec-2003	Registered
P2028-2004	BAROCYCLER	Canada	1270711	01-Sep-2005	TMA668512	24-Jul-2006	Registered
P2028-2003	BAROCYCLER	European Community	001014570	11-Dec-1998	001014570	01-Mar-2000	Registered
P2028-2004	BAROCYCLER	European Community	002783983	19-Jul-2002	002783983	17-Dec-2003	Registered
P2028-2003	BAROCYCLER	Japan	H10-106249	14-Dec-1998	4359274	04-Feb-2000	Registered
P2028-2004	BAROCYCLER	Japan	2002-060636	19-Jul-2002	4720951	24-Oct-2003	Registered
P2028-2005	PULSE	Canada	1152320	11-Sep-2002	TMA649503	03-Oct-2005	Registered
P2028-2005	PULSE	European Community	002698702	15-May-2002	002698702	18-Mar-2004	Registered
P2028-2005	PULSE	US	76/338783	16-Nov-2001	2821558	09-Mar-2004	Registered
P2028-2005	XSTREAMPCT	European Community	10488971	13-Dec-2011	10488971	09-Jan-2013	Registered
P2028-2008	XSTREAMPCT	US	85/346049	14-Jun-2011			Published

Domain Names:

www.pressurebiosciences.com

SCHEDULE F
ACCOUNT DEBTORS

NONE

SCHEDULE G
PLEDGED SECURITIES

Current Legal Entities Owned	Record Owner	No. Shares Authorized	No. Shares Owned	No. Shares Pledged	Certificate Nos.
NONE					

ANNEX A

COLLATERAL AGENT RIGHTS, RESPONSIBILITIES AND DUTIES

The terms and conditions of this Exhibit A Rights, Responsibilities and Duties of the Collateral Agent are hereby incorporated into the Security Agreement dated as of July 21, 2015; amended from time to time, between the holders (each, individually a "Lender" and collectively the "Lenders") of Senior Secured Convertible Debentures issued or to be issued by Pressure BioSciences, Inc. ("Borrower"), at or about the date of the Security Agreement referred to in Section 1(a) below (collectively herein the "Debentures").

WHEREAS, the Lenders have made, are making and will be making loans to Borrower to be secured by certain collateral; and

WHEREAS, it is desirable to provide for the orderly administration of such collateral by requiring each Lender to appoint the Collateral Agent, and the Collateral Agent has agreed to accept such appointment and to receive, hold and deliver such collateral, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, it is desirable to allocate the enforcement of certain rights of the Lenders under the Debentures for the orderly administration thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Collateral.

(a) Contemporaneously with the execution and delivery of this Agreement by the Collateral Agent and the Lenders: (i) the Collateral Agent has or will have entered into a Security Agreement ("Security Agreement") among the Collateral Agent, Borrower and Lenders, regarding the grant of a security interest in the Collateral to the Collateral Agent, for the benefit of the Lenders; and (ii) Borrower is issuing the Debentures to the Lenders pursuant to a "Securities Purchase Agreement" dated at or about the date of this Agreement. Collectively, the Security Agreement, the Intellectual Property Security Agreement, the Debentures and Securities Purchase Agreement, and other agreements referred to therein are referred to herein as "Borrower Documents."

(b) The Collateral Agent hereby acknowledges that any Collateral held by the Collateral Agent is held for the benefit of the Lenders in accordance with this Agreement and the Borrower Documents. No reference to the Borrower Documents or any other instrument or document shall be deemed to incorporate any term or provision thereof into this Agreement unless expressly so provided.

(c) The Collateral Agent is to distribute in accordance with the Borrower Documents any proceeds received from the Collateral which are distributable to the Lenders in proportion to their respective interests in the Obligations as defined in the Security Agreement.

2. Appointment of the Collateral Agent.

The Lenders hereby appoint the Collateral Agent (and the Collateral Agent hereby accepts such appointment) to take any action including, without limitation, the registration of any Collateral in the name of the Collateral Agent or its nominees prior to or during the continuance of an Event of Default (as defined in the Borrower Documents), the exercise of voting rights upon the occurrence and during the continuance of an Event of Default, the application of any cash collateral received by the Collateral Agent to the payment of the Obligations, the making of any demand under the Borrower Documents, the exercise of any remedies given to the Collateral Agent pursuant to the Borrower Documents and the exercise of any authority pursuant to the appointment of the Collateral Agent as an attorney-in-fact pursuant to the Security Agreement that the Collateral Agent deems necessary or proper for the administration of the Collateral pursuant to the Security Agreement. Upon disposition of the Collateral in accordance with the Borrower Documents, the Collateral Agent shall promptly distribute any cash or Collateral in accordance with Section 10 of the Security Agreement. Borrower and Lenders must notify Collateral Agent in writing of the issuance of Debentures to Lenders by Borrower. The Collateral Agent will not be required to act hereunder in connection with Debentures the issuance of which was not disclosed in writing to the CollateralAgent nor will the Collateral Agent be required to act on behalf of any assignee of Debentures without the written consent of Collateral Agent.

3. Action by the Majority in Interest.

(a) Certain Actions. Each of the Lenders covenants and agrees that only a Majority in Interest shall have the right, but not the obligation, to undertake the following actions (it being expressly understood that less than a Majority in Interest hereby expressly waive the following rights that they may otherwise have under the Borrower Documents):

(i) Acceleration. If an Event of Default occurs, after the applicable cure period, if any, a Majority in Interest may, on behalf of all the Lenders, instruct the Collateral Agent to provide to Borrower notice to cure such default and/or declare the unpaid principal amount of the Debentures to be due and payable, together with any and all accrued interest thereon and all costs payable pursuant to such Debentures;

(ii) Enforcement. Upon the occurrence of any Event of Default after the applicable cure period, if any, a Majority in Interest may instruct the Collateral Agent to proceed to protect, exercise and enforce, on behalf of all the Lenders, their rights and remedies under the Borrower Documents against Borrower, and such other rights and remedies as are provided by law or equity; and

(iii) Waiver of Past Defaults. A Majority in Interest may instruct the Collateral Agent to waive any Event of Default by written notice to Borrower, and the other Lenders, but not waive damages accrued or accruing until the effective date of such waiver.

(b) Permitted Subordination and Release. A Majority in Interest may instruct the Collateral Agent to agree to release in whole or in part or to subordinate any Collateral to any claim or other actual or proposed security interest and may enter into any agreement with Borrower to evidence such subordination; provided, however, that subsequent to any such release or subordination, each Note shall remain pari passu with the other Debentures held by the Lenders.

(c) Further Actions. A Majority in Interest may instruct the Collateral Agent to take any action that it may take under this Agreement by instructing the Collateral Agent in writing to take such action on behalf of all the Lenders.

(d) Majority in Interest. For so long as any obligations remain outstanding on the Debentures, Majority in Interest for the purposes of this Agreement and the Borrower Documents shall mean Lenders who hold not less than a majority of the outstanding principal amount of the Debentures.

4. Power of Attorney.

(a) To effectuate the terms and provisions hereof, the Lenders hereby appoint the Collateral Agent as their attorney-in-fact (and the Collateral Agent hereby accepts such appointment) for the purpose of carrying out the provisions of this Agreement including, without limitation, taking any action on behalf of, or at the instruction of, the Majority in Interest at the written direction of the Majority in Interest and executing any consent authorized pursuant to this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable (and lawful) to accomplish the purposes hereof.

(b) All acts done under the foregoing authorization are hereby ratified and approved and neither the Collateral Agent nor any designee nor agent thereof shall be liable for any acts of commission or omission, for any error of judgment, for any mistake of fact or law except for acts of gross negligence or willful misconduct.

(c) This power of attorney, being coupled with an interest, is irrevocable while this Agreement remains in effect.

5. Expenses of the Collateral Agent. The Company shall pay any and all reasonable costs and expenses incurred by the Collateral Agent, including, without limitation, reasonable costs and expenses relating to all waivers, releases, discharges, satisfactions, modifications and amendments of this Agreement, the administration and holding of the Collateral, insurance expenses, and the enforcement, protection and adjudication of the parties' rights hereunder by the Collateral Agent, including, without limitation, the reasonable disbursements, expenses and fees of the attorneys the Collateral Agent may retain, if any, each of the foregoing in proportion to their holdings of the Debentures. The expenses and costs herein shall be subject to a maximum amount of $3,000 in the aggregate prior to an Event of Default while the Debentures are outstanding. Following an Event of Default, there shall be no maximum limitation on costs and expenses.

6. Reliance on Documents and Experts. The Collateral Agent shall be entitled to rely upon any notice, consent, certificate, affidavit, statement, paper, document, writing or communication (which may be by telegram, cable, telex, telecopier, or telephone) reasonably believed by it to be genuine and to have been signed, sent or made by the proper person or persons, and upon opinions and advice of its own legal counsel, independent public accountants and other experts selected by the Collateral Agent.

7. Duties of the Collateral Agent; Standard of Care.

(a) The Collateral Agent's only duties are those expressly set forth in this Agreement, and the Collateral Agent hereby is authorized to perform those duties in accordance with commercially reasonable practices. The Collateral Agent may exercise or otherwise enforce any of its rights, powers, privileges, remedies and interests under this Agreement and applicable law or perform any of its duties under this Agreement by or through its officers, employees, attorneys, or agents. Independently and without reliance upon the Collateral Agent, each Lender, to the extent it deems appropriate, has made and shall continue to make: (i) its own independent investigation of the financial condition and affairs of the Borrower and its subsidiaries in connection with such Lender's investment in the Borrower, the creation and continuance of the Obligations, the transactions contemplated by the Borrower Documents, and the taking or not taking of any action in connection therewith; and (ii) its own appraisal of the creditworthiness of the Borrower and its subsidiaries, and of the value of the Collateral from time to time, and the Collateral Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Collateral Agent shall not be responsible to the Borrower or any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of the Agreement or any other Borrower Document, or for the financial condition of the Borrower or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Borrower Document, or the financial condition of the Borrower, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under the Agreement, the Debentures or any of the other Borrower Documents. Without limiting the foregoing, (a) no Lender shall have any right of action whatsoever against the Agent as a result of the Collateral Agent acting or refraining from acting hereunder in accordance with the terms of the Agreement or any other Borrower Document, and the Borrower shall have no right to question or challenge the authority of, or the instructions given to, the Collateral Agent pursuant to the foregoing and (b) the Collateral Agent shall not be required to take any action which the Collateral Agent believes: (i) could reasonably be expected to expose it to personal liability; or (ii) is contrary to this Agreement, the Borrower Documents or applicable law. Anything to the contrary notwithstanding, the Agent shall have no obligation whatsoever to any Lender to assure that the Collateral exists or is owned by the Borrower or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.

(b) The Collateral Agent shall act in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

(c) Any funds held by the Collateral Agent hereunder need not be segregated from other funds except to the extent required by law. The Collateral Agent shall be under no liability for interest on any funds received by it hereunder.

(d) Collateral Agent may generally engage in any kind of business with any of the parties hereto or any subsidiary or affiliate thereof as if it had not entered into this Agreement. Collateral Agent and its affiliates and their officers, directors, employees, and agents (including legal counsel) may now or hereafter be engaged in one or more transactions with any party hereto or may act as trustee, agent or representative of any party hereto, or otherwise be engaged in other transactions with such parties (collectively, the "Other Activities"). Without limiting the forgoing, Collateral Agent and its affiliates and their officers, directors, employees, and agents (including legal counsel) shall not be responsible to account to any party hereto for such other activities.

8. Resignation. The Collateral Agent may resign and be discharged of its duties hereunder at any time by giving written notice of such resignation to the other parties hereto, stating the date such resignation is to take effect. Within five (5) days of the giving of such notice, a successor collateral agent shall be appointed by the Majority in Interest; provided, however, that if the Lenders are unable so to agree upon a successor within such time period, and notify the Collateral Agent during such period of the identity of the successor collateral agent, the successor collateral agent may be a person designated by the Collateral Agent, and any and all fees of such successor collateral agent shall be the joint and several obligation of the Lenders. The Collateral Agent shall continue to serve until the effective date of the resignation or until its successor accepts the appointment and receives the Collateral held by the Collateral Agent but shall not be obligated to take any action hereunder. The Collateral Agent may deposit any Collateral with the Supreme Court of the State of New York for New York County or any such other court in New York State that accepts such Collateral.

9. Exculpation. The Collateral Agent and its members, officers, employees, attorneys and agents, shall not incur any liability whatsoever for the holding or delivery of documents or the taking of any other action in accordance with the terms and provisions of this Agreement, for any mistake or error in judgment, for compliance with any applicable law or any attachment, order or other directive of any court or other authority (irrespective of any conflicting term or provision of this Agreement), or for any act or omission of any other person engaged by the Collateral Agent in connection with this Agreement, unless occasioned by the exculpated person's own gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.; and each party hereto hereby waives any and all claims and actions whatsoever against the Collateral Agent and its officers, employees, attorneys and agents, arising out of or related directly or indirectly to any or all of the foregoing acts, omissions and circumstances. The duties of the Collateral Agent shall be mechanical and administrative in nature; the Collateral Agent shall not have by reason of the Agreement or any other Borrower Document a fiduciary relationship in respect of any Borrower or any Lender; and nothing in the Agreement or any other Borrower Document, expressed or implied, is intended to or shall be so construed as to impose upon the Collateral Agent any obligations in respect of the Agreement or any other Borrower Document except as expressly set forth herein and therein.

10. Indemnification. The Lenders hereby agree to indemnify, reimburse and hold harmless the Collateral Agent and its directors, officers, employees, attorneys and agents, jointly and severally, from and against any and all claims, liabilities, losses and expenses that may be imposed upon, incurred by, or asserted against any of them, arising out of or related directly or indirectly to this Agreement or the Collateral, except such as are occasioned by the indemnified person's own gross negligence or willful misconduct.

11. Miscellaneous.

(a) Rights and Remedies Not Waived. No act, omission or delay by the Collateral Agent shall constitute a waiver of the Collateral Agent's rights and remedies hereunder or otherwise. No single or partial waiver by the Collateral Agent of any default hereunder or right or remedy that it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of laws that would result in the application of the substantive laws of another jurisdiction.

(c) Waiver of Jury Trial and Setoff; Consent to Jurisdiction; Etc.

(i) In any litigation in any court with respect to, in connection with, or arising out of this Agreement or any instrument or document delivered pursuant to this Agreement, or the validity, protection, interpretation, collection or enforcement hereof or thereof, or any other claim or dispute howsoever arising, between the Collateral Agent and the Lenders or any Lender, then each Lender, to the fullest extent it may legally do so, (A) waives the right to interpose any setoff, recoupment, counterclaim or cross-claim in connection with any such litigation, irrespective of the nature of such setoff, recoupment, counterclaim or cross-claim, unless such setoff, recoupment, counterclaim or cross-claim could not, by reason of any applicable federal or state procedural laws, be interposed, pleaded or alleged in any other action; and (B) **WAIVES TRIAL BY JURY IN CONNECTION WITH ANY SUCH LITIGATION AND ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH LENDER AGREES THAT THIS SECTION 11(c) IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE COLLATERAL AGENT WOULD NOT ENTER THIS AGREEMENT IF THIS SECTION 11(c) WERE NOT PART OF THIS AGREEMENT.**

(ii) Each Lender irrevocably consents to the exclusive jurisdiction of any State or Federal Court located within the County of New York, State of New York, in connection with any action or proceeding arising out of or relating to this Agreement or any document or instrument delivered pursuant to this Agreement or otherwise. In any such litigation, each Lender waives, to the fullest extent it may effectively do so, personal service of any summons, complaint or other process and agree that the service thereof may be made by certified or registered mail directed to such Lender at its address for notice determined in accordance with Section 11(e) hereof. Each Lender hereby waives, to the fullest extent it may effectively do so, the defenses of forum non conveniens and improper venue.

(d) Admissibility of this Agreement. Each of the Lenders agrees that any copy of this Agreement signed by it and transmitted by telecopier for delivery to the Collateral Agent shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

(e) Address for Notices. Any notice or other communication under the provisions of this Agreement shall be given in writing and delivered in person, by reputable overnight courier or delivery service, by facsimile machine (receipt confirmed) with a copy sent by first class mail on the date of transmissions, or by registered or certified mail, return receipt requested, directed to such party's addresses set forth below (or to any new address of which any party hereto shall have informed the others by the giving of notice in the manner provided herein):

In the case of the Collateral Agent, to:

[PLACEMENT AGENT]

In the case of the Lenders, to:

To the address and telecopier number set forth on Schedule A hereto

In the case of Borrower, to:

Pressure BioSciences, Inc.
14 Norfolk Avenue
South Easton, MA 02375
Attn.: Chief Financial Officer

With a copy by telecopier only to:

(f) Amendments and Modification; Additional Lender. No provision hereof shall be modified, altered, waived or limited except by written instrument expressly referring to this Agreement and to such provision, and executed by the parties hereto. Any transferee of a Note who acquires a Note after the date hereof will become a party hereto by signing the signature page and sending an executed copy of this Agreement to the Collateral Agent and receiving a signed acknowledgement from the Collateral Agent.

(g) Fees of Collateral Agent. Upon the occurrence of an Event of Default, if the Lenders instruct the Collateral Agent to act, the Lenders shall collectively shall pay the Collateral Agent the sum of up to $10,000 on account, to apply against an hourly fee of $250 to be paid to the Collateral Agent by the Lenders for services rendered pursuant to this Agreement which fees and costs shall be deemed obligation of the Borrower and for which the Lender shall be entitled to reimbursement from the Borrower. All payments due to the Collateral Agent under this Agreement including reimbursements must be paid when billed. The Collateral Agent may refuse to act on behalf of or make a distribution to any Lender who is not current in payments to the Collateral Agent. Payments required pursuant to this Agreement shall be pari passu to the Lender's interests in the Debentures. The Collateral Agent is hereby authorized to deduct any sums due the Collateral Agent from Collateral in the Collateral Agent's possession.

(h) Captions: Certain Definitions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement. As used in this Agreement the term "person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

(i) Severability. In the event that any term or provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability (i) by or before that authority of the remaining terms and provisions of this Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Agreement.

(j) Schedules. The Collateral Agent is authorized to annex hereto any schedules referred to herein.

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SCHEDULE H TO COLLATERAL AGENT AGREEMENT

LIST OF DEBENTURE HOLDERS

FOR IMMEDIATE RELEASE

Investor Contacts:
Richard T. Schumacher, President & CEO (508) 230-1828 (T)
Jeffrey N. Peterson, Chairman (650) 812-8121 (T)

Pressure Biosciences Closes $2,180,000 Initial Tranche of a $5 Million Private Placement

Senior Secured Convertible Debenture Offering Closed at Market Price with Common Stock Warrants Exercisable at a 43% Premium; Proceeds Will Support Expansion of Marketing and Sales Team and Pay-down of Convertible Debt

South Easton, MA, July 23, 2015 – Pressure BioSciences, Inc. (OTCQB: PBIO) ("PBI" and the "Company"), a leader in the development and sale of broadly enabling, pressure cycling technology ("PCT")-based sample preparation solutions to the worldwide life sciences industry, today announced that it has closed on gross proceeds of $2,180,000 from the initial tranche of a $5 million Private Placement (the "Offering"). Of the amount invested, $1,520,000 was received in cash and $660,000 was from the conversion of principal and interest on outstanding promissory notes. One or more additional tranches in the Private Placement may close on or before August 7, 2015.

Pursuant to the Subscription Agreement, the Company will issue Senior Secured Convertible Debentures with a fixed conversion price of $0.28 per restricted common share, and Common Stock Purchase Warrants exercisable into a total of 3,892,857 shares of restricted common stock at an exercise price of $0.40 per share. The Company is under no obligation to file a registration statement to register the shares underlying the Debentures and Warrants.

The Company netted $1,340,000 in cash after taking into account fees related to the Offering and the value of the notes that converted into the Offering.

Mr. Richard T. Schumacher, President and CEO of PBI, commented: "The priorities for the use of funds raised in the initial tranche are (i) to increase the number of personnel in our marketing and sales department, to continue building the installed base of instruments and utilization of consumables, and (ii) to retire a significant portion of the variable priced convertible debt we took on to help facilitate growth while additional equity capital was being raised. It is expected that cash received from any additional closings that might occur in the near future will be used to pay off any remaining variable priced convertible debt."

This press release is not an offer to sell or a solicitation of offers to participate in the Offering. The units, including the shares underlying the Debentures and Warrants, have not been registered under the Securities Act and may not be sold in the United States absent registration under the Securities Act or an applicable exemption from registration.

For more information on the Offering, please see the Form 8k filed by the Company on July 23, 2015.

About Pressure BioSciences, Inc.

Pressure BioSciences, Inc. ("PBI") (OTCQB: PBIO) develops, markets, and sells proprietary laboratory instrumentation and associated consumables to the estimated $6 billion life sciences sample preparation market. Our products are based on the unique properties of both constant (i.e., static) and alternating (i.e., pressure cycling technology, or PCT) hydrostatic pressure. PCT is a patented enabling technology platform that uses alternating cycles of hydrostatic pressure between ambient and ultra-high levels to safely and reproducibly control bio-molecular interactions. To date, we have installed over 250 PCT systems in approximately 160 sites worldwide. There are over 100 publications citing the advantages of the PCT platform over competitive methods, many from key opinion leaders. Our primary application development and sales efforts are in the biomarker discovery and forensics areas. Customers also use our products in other areas, such as drug discovery & design, bio-therapeutics characterization, soil & plant biology, vaccine development, histology, and forensic 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. 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, the risks and uncertainties discussed under the heading "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, in the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2015, 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 website link:
http://www.pressurebiosciences.com
Please visit us on Facebook, LinkedIn, and Twitter