

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K/A (No. 4)

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

Date of Report (Date of earliest event reported) January 31, 2012

GENESIS BIOPHARMA, INC
(EXACT NAME OF COMPANY AS SPECIFIED IN ITS CHARTER)

NEVADA

(STATE OR OTHER JURISDICTION OF
INCORPORATION)

000-53172

(COMMISSION FILE NUMBER)

75-3254381

(I.R.S. EMPLOYER IDENTIFICATION)

11500 Olympic Boulevard, Suite 400, Los Angeles CA 90064
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (866) 963-2220

N/A
(Former name or former address, if changed since last report)

- £ Written communication 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 40.13e-4(c))
-

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Effective January 31, 2012, Genesis Biopharma, Inc. (the “Company”) entered into a fifth amendment with all the holders of the Company’s previously issued Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (the “Notes”) whereby the maturity date of the Notes has been further extended from January 31, 2012 to February 29, 2012.

The foregoing description of Amendment No.5 to the Tranche A Senior Unsecured Convertible Notes and the Tranche B Senior Unsecured Convertible Notes does not purport to be complete and is qualified in its entirety by the form of Amendment No. 5 to the Tranche A Senior Unsecured Convertible Notes and the Tranche B Senior Unsecured Convertible Notes attached hereto as Exhibits 10.1 and which is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) EXHIBITS

Exhibit No. Description

10.1 Form of Amendment No. 5 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes

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 hereunto duly authorized.

GENESIS BIOPHARMA, INC.

Date: February 3, 2012

By: /s/ Anthony J. Cataldo
Anthony J. Cataldo,
Chairman, Chief Executive Officer and President

AMENDMENT No. 5

TO

TRANCHE A SENIOR UNSECURED CONVERTIBLE NOTES AND TRANCHE B SENIOR UNSECURED CONVERTIBLE NOTES

This Amendment No. 5 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes (this **“Amendment”**) is entered into effective as of January 31, 2012 (the **“Effective Date”**), by and among Genesis Biopharma, Inc., a Nevada corporation (the **“Company”**), and the parties set forth on the signature page hereto as the **“Holders”** (the **“Holders”**).

Background

A. The Company and the Holders are the parties to the (A) Tranche A Senior Unsecured Convertible Notes (the **“Tranche A Notes”**) and (B) Tranche B Senior Unsecured Convertible Notes (the **“Tranche B Notes”**), each as amended by Amendment No. 1 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of November 30, 2011, Amendment No. 2 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of December 19, 2011, Amendment No. 3 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of January 5, 2012 and Amendment No. 4 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes, dated as of January 13, 2012.

B. The Holders own all of the currently outstanding Tranche A Notes and Tranche B Notes.

C. The Company and the Holders wish to further amend the Tranche A Notes and the Tranche B Notes as set forth in this Amendment.

Agreement

The Company and the Holders agree as follows:

1. The capitalized term **“Maturity Date”** as defined in Section 1 of each of the Tranche A Notes is hereby amended and hereafter shall be defined to be February 29, 2012.

2. The capitalized term **“Maturity Date”** as defined in Section 1 of each of the Tranche B Notes is hereby amended and hereafter shall be defined to be February 29, 2012.

3. Except as expressly set forth in the preceding Sections 1 and 2, each of the Tranche A Notes and the Tranche B Notes shall remain in full force and effect.

4. Each Holder represents and warrants to the Company that this Amendment has been duly authorized, executed and delivered by him, her or it and constitutes his, her or its legal, valid and binding obligation, enforceable against him, her or it in accordance with its terms.

5. The Company represents and warrants to the Holders that this Amendment has been duly authorized, executed and delivered by the Company and constitutes the Company's legal, valid and binding obligation, enforceable against the Company in accordance with its terms.

6. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

7. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES WHICH MIGHT CAUSE THE LAWS OF ANY OTHER JURISDICTION TO BE APPLIED.

IN WITNESS WHEREOF, the Company and the Holders have duly executed this Amendment effective as of the Effective Date.

COMPANY:

GENESIS BIOPHARMA, INC.

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Master Fund, L.P.

By: _____
Name: _____
Title: _____

HOLDER:

Epworth-Ayer Capital

By: _____
Name: _____
Title: _____

HOLDER:

Bristol Investment Fund, Ltd.

By: _____
Name: _____
Title: _____

HOLDER:

Ayer Capital Partners Kestrel Fund, LP

By: _____
Name: _____
Title: _____