

**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) March 30, 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 March 30, 2012, Genesis Biopharma, Inc. (the “Company”) entered into an eighth amendment with all the holders of the Company’s previously issued 7% 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 March 30, 2012 to April 17, 2012.

The Tranche A Warrants and Tranche B Warrants to Purchase Common Stock (the “Note Warrants”) originally issued in conjunction with the Notes were also amended effective March 30, 2012 by way of Amendment No. 5 to the Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock so that the cashless exercise provision that previously existed in the Note Warrants was further modified to permit the holder of the Note Warrants to exercise same by way of a cashless exercise at any time as opposed to only when a registration statement for the Note Warrant shares is not available or demanded by a Note Warrant Holder for the resale of such unavailable Note Warrant shares.

The foregoing descriptions of Amendment No.8 to the Tranche A Senior Unsecured Convertible Notes and the Tranche B Senior Unsecured Convertible Notes and Amendment No. 5 to the Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock does not purport to be complete and is qualified in its entirety by the form of Amendment No. 8 to the Tranche A Senior Unsecured Convertible Notes and the Tranche B Senior Unsecured Convertible Notes and Form Amendment No. 5 to the Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock attached hereto as Exhibits 10.1 and 10.2 and which are incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Amendment No. 8 to Tranche A Senior Unsecured Convertible Notes and Tranche B Senior Unsecured Convertible Notes effective March 30, 2012.
10.2	Form of Amendment No. 5 to the Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock effective March 30, 2012.

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.

Date: April 5, 2012

GENESIS BIOPHARMA, INC.

By: /s/ Anthony J. Cataldo

Anthony J. Cataldo, Chief Executive Officer and President

AMENDMENT No. 8

TO

TRANCHE A SENIOR SECURED CONVERTIBLE NOTES AND TRANCHE B SENIOR SECURED CONVERTIBLE NOTES

This Amendment No. 8 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes (this “**Amendment**”) is entered into effective as of March 30, 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 Secured Convertible Notes (the “**Tranche A Notes**”) and (B) Tranche B Senior Secured Convertible Notes (the “**Tranche B Notes**”), each as amended by Amendment No. 1 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes, dated as of November 30, 2011, Amendment No. 2 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes, dated as of December 19, 2011, Amendment No. 3 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes, dated as of January 5, 2012, Amendment No. 4 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes, dated as of January 13, 2012 and Amendment No. 5 to Tranche A Senior Secured Convertible Notes and Tranche B Senior Secured Convertible Notes, dated as of January 31, 2012, Amendment No. 6 to Tranche A Secured Convertible Notes and Tranche B Secured Convertible Notes, dated February 29, 2012 and Amendment No. 7 to Tranche A Secured Convertible Notes and Tranche B Secured Convertible Notes, dated March 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 April 17, 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 April 17, 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: _____

AMENDMENT No. 5

TO

TRANCHE A WARRANTS TO PURCHASE COMMON STOCK AND TRANCHE B WARRANTS TO PURCHASE COMMON STOCK

This Amendment No. 5 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock (this “**Amendment**”) is entered into effective as of March 30, 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 “**Holder**s” (the “**Holder**s”).

Background

A. The Company and the Holders are the parties to the (A) Tranche A Warrants to Purchase Common Stock (the “**Tranche A Warrants**”) and (B) Tranche B Warrants to Purchase Common Stock (the “**Tranche B Warrants**”), as amended by Amendment No. 1 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of November 30, 2011, Amendment No. 2 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of December 19, 2011, Amendment No. 3 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of January 13, 2012 and Amendment No. 4 to Tranche A Warrants to Purchase Common Stock and Tranche B Warrants to Purchase Common Stock, dated as of January 31, 2012.

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

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

Agreement

The Company and the Holders agree as follows:

1. Section 1(d) of each of the Tranche A Warrants is hereby deleted in its entirety and replaced by the following:

“Cashless Exercise. Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the “**Net Number**” of shares of Common Stock determined according to the following formula (a “**Cashless Exercise**”):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= the Closing Sale Price of the shares of Common Stock (as reported by Bloomberg) on the date immediately preceding the date of the Exercise Notice.

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.”

2. Section 1(d) of each of the Tranche B Warrants is hereby deleted in its entirety and replaced by the following:

“**Cashless Exercise.** Notwithstanding anything contained herein to the contrary, the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the “Net Number” of shares of Common Stock determined according to the following formula (a “**Cashless Exercise**”):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= the Closing Sale Price of the shares of Common Stock (as reported by Bloomberg) on the date immediately preceding the date of the Exercise Notice.

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.”

3. Except as expressly set forth in the preceding Sections 1 and 2, each of the Tranche A Warrants and the Tranche B Warrants 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: _____
