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

FORM 10-Q

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended June 30, 2008.

OR

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT**

For the transition period from _____ to _____

Commission File Number: 000-50614

ORAGENICS, INC.

(Exact name of small business issuer as specified in its charter)

FLORIDA	**59-3410522**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

13700 Progress Boulevard
Alachua, Florida 32615
(Address of principal executive offices)

(386) 418-4018
(Issuer's telephone number)

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer, "accelerated filer," "non-accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	**Accelerated filer**	☐
Non-accelerated filer	☐	**Smaller reporting company**	☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes☐ No ☒

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date:

As of August 11, 2008, there were 38,316,585 shares of Common Stock, $.001 par value, outstanding.

		Page
PART I - FINANCIAL INFORMATION		
Item 1.	Financial Statements	
	Balance Sheets as of June 30, 2008 (unaudited) and December 31, 2007	3
	Statements of Operations for the Three and Six Months ended June 30, 2008 and 2007 (unaudited)	4
	Statements of Cash Flows for the Six Months ended June 30, 2008 and 2007 (unaudited)	5
	Notes to Financial Statements (unaudited)	6
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	8
Item 4T.	Controls and Procedures	16
PART II - OTHER INFORMATION		
Item 1A.	Risk Factors	17
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	20
Item 4.	Submission of Matters to a Vote of Security Holders	21
Item 5.	Other Information	22
Item 6.	Exhibits	23

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Oragenics, Inc.

Balance Sheets

	June 30, 2008 (Unaudited)	December 31, 2007
Assets		
Current assets:		
Cash and cash equivalents	$ 3,634,145	$ 475,508
Prepaid expenses and other current assets	215,999	116,520
Total current assets	3,850,144	592,028
Property and equipment, net	413,878	559,349
Total assets	$ 4,264,022	$ 1,151,377
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 253,395	$ 244,994
Current portion of note payable	69,215	-
Deferred compensation	42,750	86,500
Total current liabilities	365,360	331,494
Stockholders' equity:		
Preferred stock, no par value; 20,000,000 shares authorized; none issued and outstanding at June 30, 2008 and December 31, 2007	-	-
Common stock, $0.001 par value; 100,000,000 shares authorized; 38,316,585 and 28,002,443 shares issued and outstanding at June 30, 2008 and December 31, 2007, respectively	38,316	28,002
Additional paid-in-capital	19,717,887	14,762,674
Accumulated deficit	(15,857,541)	(13,970,793)
Total stockholders' equity	3,898,662	819,883
Total liabilities and stockholders' equity	$ 4,264,022	$ 1,151,377

See accompanying notes.

Oragenics, Inc.

Statements of Operations
(Unaudited)

	Three months ended June 30		Six months ended June 30	
	2008	2007	2008	2007
Revenue	$ -	$ 26,673	$ 125,000	$ 59,761
Operating expenses:				
Research and development	492,667	401,353	971,040	772,276
General and administration	618,886	221,612	1,066,608	439,425
Total operating expenses	1,111,553	622,965	2,037,648	1,211,701
Loss from operations	(1,111,553)	(596,292)	(1,912,648)	(1,151,940)
Other income:				
Interest income	9,731	4,567	14,330	14,393
Gain on sale of property and equipment	-	-	4,860	-
Sales tax refund	6,710	-	6,710	-
Total other income	16,441	4,567	25,900	14,393
Net loss	$ (1,095,112)	$ (591,725)	$ (1,886,748)	$ (1,137,547)
Basic and diluted net loss per share	$ (0.03)	$ (0.03)	$ (0.06)	$ (0.05)
Shares used to compute basic and diluted net loss per share	33,694,363	23,198,927	31,768,114	20,764,214

See accompanying notes.

Oragenics, Inc.

Statements of Cash Flows
(Unaudited)

	Six months ended June 30	
	2008	**2007**
Operating activities		
Net loss	$ (1,886,748)	$ (1,137,547)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	125,581	137,997
Gain on sale of property and equipment	(4,860)	-
Stock-based compensation expense resulting from fair value based method	454,527	99,036
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(84,479)	(151,093)
Accounts payable and accrued expenses	8,401	92,620
Deferred compensation	(43,750)	(45,500)
Net cash used in operating activities	(1,431,328)	(1,004,487)
Investing activities		
Purchases of property and equipment	(17,500)	(6,079)
Proceeds from sale of property and equipment	27,250	-
Net cash provided by (used in) investing activities	9,750	(6,079)
Financing activities		
Net proceeds from note payable	69,215	-
Net proceeds from issuance of common stock	4,511,000	454,757
Net cash provided by financing activities	4,580,215	454,757
Net increase (decrease) in cash and cash equivalents	3,158,637	(555,809)
Cash and cash equivalents at beginning of period	475,508	707,278
Cash and cash equivalents at end of period	$ 3,634,145	$ 151,469

See accompanying notes.

Oragenics, Inc.

Notes to Financial Statements
(Unaudited)

1. Organization and Significant Accounting Policies

Oragenics, Inc. (d/b/a ONI BioPharma, Inc., formerly known as Oragen, Inc.) (the Company) was incorporated in November 1996; however, operating activity did not commence until 1999. The Company is dedicated to developing technologies associated with oral health, broad spectrum antibiotics and general health benefits.

Basis of Presentation

The accompanying unaudited condensed financial statements as of June 30, 2008 and December 31, 2007 and for the three and six months ended June 30, 2008 and 2007 have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, the accompanying financial statements include all adjustments, consisting of normal recurring accruals, necessary for a fair presentation of the financial condition, results of operations and cash flows for the periods presented. The results of operations for the interim period June 30, 2008 are not necessarily indicative of the results that may be expected for the year ended December 31, 2008 or any future period.

These financial statements should be read in conjunction with the audited financial statements and notes thereto for the year ended December 31, 2007 which are included in our Annual Report on Form 10-KSB filed with the Securities and Exchange Commission on March 18, 2008. In that report the Company disclosed that it expects to incur substantial expenditures to further develop each of its technologies. It further stated that it believes its working capital will be insufficient to meet the business objectives as presently structured and that without sufficient capital to fund its operations, the Company will be unable to continue as a going concern. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

2. Net Loss Per Share

Net loss per share is computed using the weighted average number of shares of common stock outstanding. Common equivalent shares from stock options and warrants are excluded as their effect is anti-dilutive.

3. Income Taxes

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in operations in the period that includes the enactment date. Deferred tax assets are reduced to estimated amounts expected to be realized by the use of a valuation allowance.

In September 2006, the FASB issued FASB Interpretation No. 48, "*Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statements No. 109*" (FIN 48). FIN 48 clarifies the accounting for uncertainty in income taxes by prescribing a two-step method of first evaluating whether a tax position has met a more likely than not recognition threshold and second, measuring that tax position to determine the amount of benefit to be recognized in the financial statements. FIN 48 provides guidance on the presentation of such positions within a classified statement of financial position as well as on derecognition, interest and penalties, accounting in interim periods, disclosure, and transition. FIN 48 was adopted by the Company effective January 1, 2007. As a result of the implementation of FIN 48, the Company did not recognize a change in its tax liabilities or assets as of June 30, 2008.

4. Fair Value of Financial Instruments

SFAS No. 157, *Fair Value Measurements* ("SFAS 157"), defines fair value, establishes a framework for measuring fair value in accordance with generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS 157 establishes a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1. Observable inputs such as quoted prices in active markets;

Level 2. Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3. Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

The Company does not have any assets or liabilities measured at fair value on a recurring basis at June 30, 2008. The Company did not have any fair value adjustments for assets and liabilities measured at fair value on a nonrecurring basis during the six months ended June 30, 2008.

5. Private Placement

On June 12, 2008, our Securities Purchase Agreement with accredited investors became binding and we closed on $2,600,000 in equity based financing with net proceeds of $2,515,000. We issued a total of 5,777,778 shares of restricted common stock in the private placement. The shares were sold to accredited investors at $0.45 per share. Each participating investor also received warrants to purchase shares of common stock at the price of $1.30 per share. One warrant was issued for each share of common stock issued for a total of 5,777,778 shares that may be acquired upon exercise of the warrants. The warrants are exercisable and expire July 1, 2013. We intend to use the net proceeds of the private placement, including any proceeds from exercise of the warrants, for working capital and general corporate purposes.

6. Stock Options Issued During 2nd Quarter, 2008

During the quarter, the Company issued 2,780,000 stock options of which 1,191,667 vested immediately. The remaining options that have yet to vest will vest subject to the price of the stock reaching certain levels. The stock options were granted (1) to existing employees to supplement or replace options that were previously granted that had exercise prices far out-of-the-money, and (2) to executive employees who recently joined the Company. This increase in the number of options granted was partially offset by the number of stock options that have been forfeited. Since the beginning of the 2nd Quarter, 2008, through the date of this filing, 715,000 options that were previously granted have been forfeited. From January, 1, 2008 to the date of this filing, 850,000 stock options have been forfeited. It is important to note that stock options compensation expense is a non-cash expense.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following information should be read in conjunction with the Financial Statements, including the notes thereto, included elsewhere in this Form 10-Q. This discussion contains certain forward-looking statements that involve risks and uncertainties. Our actual results and the timing of certain events could differ materially from those discussed in these forward-looking statements as a result of certain factors, including, but not limited to, those set forth herein and elsewhere in this Form 10-Q.

Oragenics, Inc. d/b/a ONI Biopharma, Inc, (the "Company" or "ONI") has changed its strategy as it has the name under which it does business. ONI is no longer strictly a research and development company, but, as management expects, is now securely on the road towards the commercialization of some of its products. ONI is also moving forward with the clinical testing of other products to achieve registration in as timely a manner as possible. These opportunities have derived from our focus on creating novel technologies that apply to individual products as well as platforms from which numerous products can be developed.

Second Quarter Highlights

During the quarter the following significant events occurred:

- **Officer and Board of Director Changes.** During the quarter, our Board of Directors appointed Mr. Stanley B. Stein as President and Chief Executive Officer and David B. Hirsch as Chief Operating Officer and Chief Financial Officer. During the quarter, our Board of Directors also appointed Mr. Kevin H. Sills as an independent director and Dr. Marc Siegel as a director. The change in management and the additions to our Board of Directors has brought a greater depth of experience for us to draw upon in our commercialization efforts.

- **Launch of Probiora3.** We announced the test marketing of our oral probiotic product, Probiora3 through chewable tablets which we believe help to whiten teeth and improve breath. Probiora3 is a unique combination of safe, naturally occurring bacteria that are released in the mouth by chewing on a mint-flavored tablet that we have designed to be used twice daily.

- **Name Change.** On May 13, 2008 we announced that we approved our name change to "ONI BioPharma Inc." which is how we will refer to ourselves until we are able to seek shareholder approval to amend our articles of incorporation in order to formally change our name. We believe the new name more accurately reflects the broad range of scientific platforms and products we have under development.

- **Financing Transaction.** On June 12, 2008 we announced that we had entered into a stock purchase agreement with accredited investors, pursuant to which we received net proceeds of $2,515,000, which will be used for general corporate purposes. In the transaction we issued 5,777,778 shares of common stock and warrants to acquire 5,777,778 shares of common stock at an exercise price of $1.30 per share.

- **Amex Compliance Extension.** We obtained an extension from the American Stock Exchange to meets its requirements for continued listing. Our deadline for meeting Amex's continued listing requirements which require us to have minimum shareholder equity of $4,000,000 is October 27, 2008. Additionally, these AMEX minimum listing requirements will increase the minimum shareholder equity requirement to $6,000,000 at year end. Our plan is to have in excess of $6,000,000 in shareholder equity by year end, thereby complying with current and future AMEX listing requirements.

Since ONI's inception, the Company has funded a significant portion of its operations from the public and private sales of its securities. There have been no significant revenues from operations during the last two years. All of our revenues have been from sponsored research agreements and various governmental grants. At this time we have not generated revenues from sales of products.

Management believes that we are now positioned over the next several months to generate revenues from a number of technologies. Furthermore, with respect to products that are not ready for immediate commercialization, we are taking what we regard to be concrete steps in completing the research and development of pending products and platforms. Consequently, our proofs of concept are essentially complete, and we are taking the steps necessary to bring our product portfolio to market, with the expectation, but not assurance that our products, where necessary will be approved for marketing.

Business Objectives and Milestones

We have a number of products and platforms. For ease in understanding., we have broken these products and platforms down into four distinct categories; (1) Consumer Products, which consists of ProBiora3 and LPT3-04, (2) Diagnostics, which consists of the IVIAT and CMAT platforms, (3) Antibiotics, which consists the DPOLT lantibiotic synthesis platform, and (4) SMaRT replacement therapy.

Consumer Products

The specific goal for our consumer products is to rapidly and effectively commercialize ProBiora3 and LPT3-04.

Probiora3™ (Probiotics)

We have made strides in its commercialization efforts regarding our oral probiotic, ProBiora3. We are currently in the final stages in the development of a comprehensive global marketing strategy for the Probiora3 technology. We expect to unveil this comprehensive strategy in the near future. We believe ProBiora3 to be a safe and efficacious treatment for oral care including the gums, teeth and breath.

Although it will take some time to generate sufficient sales that may be produced by such efforts, we expect the product to be profitable. Furthermore, we will expect to comply with applicable regulations with respect to each foreign jurisdiction in which we expect to sell the product, and intend to test the product on a continuing basis to increase the amount of benefits that we may claim with respect to it. Currently, we are planning to market ProBiora3 in the United States this September. In order to effectively launch the product, we have retained experts in marketing, sales, media, design, and regulatory matters.

Despite our commitment to commercializing ProBiora3, there can be no assurances that it will meet its timeline for commercialization or that the product will meet our sales projections that are anticipated.

Probiora3 contains three naturally occurring, live microorganisms that helps maintain dental and oral health when administered to the host in adequate amounts. The use of yogurt containing live *Lactobacillus* cultures is an example of a probiotic application. Because probiotic treatments may be marketed as a cosmetic or as "health supplements" in certain geographic areas without the need for extensive regulatory oversight, we believe we can expedite our marketing efforts. Two sets of subjects completed our Probiora3 human study in 2006, and we believe the results confirmed that the product is safe for human use and demonstrated a substantial effect of Probiora3 in reducing the levels of specific bacteria in the mouths of young, healthy adult subjects.

LPT3-04™

We have made material progress with respect to commercialization of our weight loss product LPT3-04. We are currently exploring several marketing and packaging options and anticipate a product launch of LPT3-04 in the first-half of 2009. However, there can be no assurances that the product will launch at that time. Initial clinical testing has shown the need for coating of the product to eliminate an uncomfortable side-effect of transient nausea. Management expects that a number of coatings will eliminate this side-effect.

LPT3-04 is a small molecule weight management agent for which we filed a U.S. patent application on April 5, 2006 to protect our intellectual property rights to the agent and its analogs. As a natural substance, LPT3-04 is orally available, and we believe it has an excellent safety and tolerability profile.

Diagnostics

The goal of our Diagnostics unit is to utilize the IVIAT and C MAT platforms to identify and secure intellectual property rights to gene targets associated with the natural onset and progression of infections, cancers and other diseases in humans, animals, and agricultural products. There are a number of profitable business models to realize value from these platforms.

One model that already has proven itself, is that of a third-party diagnostic company that requests genetic markers or targets from ONI. Such third-party diagnostic company pays for the markers or targets that it uses as well as a license fee if the diagnostic kit that encompasses the markers or targets receives regulatory approval.

IVIAT™ and CMAT™

The first major commercial effort that we have undertaken utilizing the CMAT platform has been to extract genetic targets from tissue samples containing colorectal cancer. Colorectal cancer affects millions of people worldwide. The current "Gold Standard" in the detection of colorectal cancer is the use of a colonoscopy. Due to the invasive nature and cost of colonoscopies, patient compliance is low. As such, many cases of bowel cancer go undetected until the cancer has reached an advanced stage. Using the CMAT diagnostic platform, we have discovered what we believe to be unique genetic markers that appear during the earliest stages of colorectal cancer. At this time we are in active discussions with a major company in the diagnostics market to determine the potential of these markers. We intend to form a collaborative arrangement with the diagnostics company referred to herein to test and subsequently incorporate the CMAT markers into a diagnostic blood test for the early detection of colorectal cancer.

Although we are aggressively undertaking the completion of this arrangement, there can be no assurances that such genetic markers will result in a diagnostic test that will be marketed to appropriate health care professionals, nor can there be any assurance that upon further examination, the diagnostic company will elect to use these markers.

Our IVIAT platform, which revolves around the extraction of gene targets for infectious diseases, has also made progress. We are currently in discussions with major foundations and institutions with respect to diseases of epidemic proportions.

CMAT and IVIAT are technologies that enable the simple, fast identification of novel and potentially important gene targets associated with the natural onset and progression of infections, cancers and other diseases in humans and other living organisms, including plants. These technologies offer the potential to generate and develop a number of product candidates as diagnostics or therapeutics for future out-licensing to corporate partners, particularly in the areas of cancer and infectious diseases.

Antibiotics

DPOLT™ (Differentially Protected Orthogonal Lantionine Technology)

Through the DPOLT platform, we believe we have the ability to synthesize lantibiotic molecules that have historically been un-synthesizable. In proving this concept, the company is currently in the process of using the platform to synthesize the MU 1140 molecule. We have extensively studied MU 1140, in its naturally occurring state. As a result of such tests, MU 1140 has proven itself to be a uniquely effective antibiotic. If our efforts to synthesize MU 1140 are successful, we believe we will then have the ability to produce the synthetic version of the molecule in commercial quantities. We will then have the ability to use the DPOLT platform to potentially synthesize numerous other lantibiotics.

DPOLT is a solid and/or liquid phase peptide synthesis platform technology that has broad application for the cost-effective manufacture of a number of commercially important bioactive peptides. Scientific literature has demonstrated that various Lantibiotics are highly effective at accomplishing their goals of killing off foreign bacteria. These Lantibiotics, which include our lead antibiotic, MU 1140, are a potentially important class of antibiotics, and constitute a family of polycyclic peptides that are produced by bacteria, and are highly modified structurally. However, attempts to study Lantibiotics for their potential usefulness as therapeutic agents have been hindered by the difficulty of producing sufficient pure material in amounts adequate for clinical testing let alone commercialization. DPOLT provides a basis to overcome this impediment to further research and development in this area as we believe it constitutes a platform from which such Lanitbiotics would be able to be produced in sufficiently pure quantities for research and ultimately commercialization.

SMaRT Replacement Therapy™

We currently have FDA approval for Phase 1B clinical trial for SMaRT. It may make sense for us to commence this clinical trial in Mexico where there appears to be broad public health demand for this product.

SMaRT Replacement Therapy is a single, painless one time topical treatment to teeth that has the potential to offer significant lifelong protection against dental caries (tooth decay). The therapy is based on genetically altering the bacterium, Streptococcus mutans (S. mutans), which is the primary etiologic agent in tooth decay. Present in the normal flora of the mouth, S. mutans convert dietary sugar to lactic acid; the lactic acid, in turn, causes the erosion of tooth enamel that results in the destruction of the tooth surface and eventually the entire tooth. SMaRT Replacement Therapy permanently replaces resident acid-producing S. mutans with a patented genetically modified strain of S. mutans that does not produce lactic acid. Applied topically to tooth surfaces with a cotton-tipped swab, the therapy may require only one application.

Global Expansion

We are in active negotiations with various parties in Mexico to create a research and development business, and ultimately, a base for clinical studies, manufacturing and distribution of our products in Mexico, Central America, South America and the Caribbean. We hope to benefit from collaboration with a leading academic center as well as working with individual or corporate partners.

Although discussions have been on going for some time, there is a risk that an agreement that is satisfactory to the Company cannot be completed.

Critical Accounting Policies

Our discussion and analysis of our financial condition and results of operations are based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires us to make estimates and assumptions that affect reported amounts and related disclosures. We consider an accounting estimate to be critical if it requires assumptions to be made that were uncertain at the time the estimate was made; and changes in the estimate or different estimates that could have been made could have a material impact on our results of operations or financial condition. Our financial statements do not include any significant estimates other than stock based compensation that would have a material impact on our results of operations or financial condition.

New Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board ("FASB") issued SFAS No. 157, *Fair Value Measurements* ("SFAS 157"). SFAS 157 defines fair value, establishes a framework for measuring fair value in accordance with generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS 157 is effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB deferred the effective date of SFAS 157 until the fiscal year beginning after November 15, 2008 for all non-financial assets and non-financial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). The partial adoption of SFAS 157 for financial assets and liabilities did not have a material effect on the Company's financial statements. The remaining requirements of SFAS 157 are not expected to have a material effect on the Company's financial statements.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* ("SFAS 159"), which gives entities the option to measure eligible financial assets, and financial liabilities at fair value on an instrument by instrument basis, that are otherwise not permitted to be accounted for at fair value under other accounting standards. The election to use the fair value option is available when an entity first recognizes a financial asset or financial liability. Subsequent changes in fair value must be recorded in earnings. This statement is effective as of the beginning of a Company's first fiscal year after November 15, 2007. The adoption of SFAS 159 did not have an effect on the Company's financial statements as it did not elect this fair value option.

In June 2007, the FASB ratified Emerging Issues Task Force Issue No. 06-11, *Accounting for Income Tax Benefits of Dividends on Share-Based Payment Awards* ("EITF 06-11"). EITF 06-11 specifies how companies should recognize the income tax benefit received on dividends that are (a) paid to employees holding equity-classified nonvested shares, equity-classified nonvested share units, or equity-classified outstanding share options and (b) charged to retained earnings under SFAS 123(R). The adoption of EITF 06-11 did not have a material impact on the Company's financial statements.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations* ("SFAS 141R"). SFAS 141R establishes principles and requirements for an acquiring entity to recognize and measure in its financial statements the identifiable assets acquired, the liabilities assumed, any noncontrolling interest in the acquired entity and the goodwill acquired. SFAS 141R expands on required disclosures to improve the statement users' abilities to evaluate the nature and financial effects of business combinations. SFAS 141R is effective for fiscal years beginning after December 15, 2008. The Company is currently evaluating the potential impact, if any, of the adoption of SFAS 141R on its financial statements.

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB No. 51* ("SFAS 160"). SFAS 160 requires that a noncontrolling interest in a subsidiary be reported within equity and the amount of consolidated net income attributable to the noncontrolling interest be identified in the consolidated financial statements. SFAS 160 calls for consistency in the manner of reporting changes in the parent's ownership interest and requires fair value measurement of any noncontrolling equity investment retained in a deconsolidation. SFAS No. 160 also establishes disclosure requirements that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS No. 160 is effective for fiscal years beginning after December 15, 2008. The Company is currently evaluating the potential impact, if any, of the adoption of SFAS 160 on its financial statements.

In March 2008, the FASB issued SFAS No. 161, *Disclosures about Derivative Instruments and Hedging Activities — an amendment of FASB Statement No. 133* ("SFAS 161"). This statement amends SFAS No. 133 by requiring enhanced disclosures about an entity's derivative instruments and hedging activities, but does not change SFAS No. 133's scope or accounting. SFAS 161 requires increased qualitative, quantitative and credit-risk disclosures about the entity's derivative instruments and hedging activities. SFAS 161 is effective for fiscal years, and interim periods within those fiscal years, beginning after November 15, 2008, with earlier adoption permitted. The adoption of SFAS 161 is not expected to have a material impact on the Company's financial statements.

Results of Operations

Three Months Ended June 30, 2008 and 2007

We had no revenues in the three months ended June 30, 2008 compared with $26,673 in revenues in the same period in 2007. Our first quarter operating expenses increased by 78.4% to $1,111,553 in the three months ended June 30, 2008 from $622,965 in the same period in 2007. Research and development (R&D) expenses increased 22.8% to $492,667 in the three months ended June 30, 2008 from $401,353 in the same period in 2007. This increase was primarily due to clinical trials for our LPT3-04 weight loss product. General and administration (G&A) expenses increased 179.3% to $618,886 in the three months ended June 30, 2008 from $221,612 in the same period in 2007, reflecting the shift in corporate focus to commercialization. The increase can be attributed to the Company's recruitment of a new management team, the continued use of outside consultants for business development to help facilitate our marketing plans for our technology and from stock option compensation expense (see Note 6, Notes to Financial Statements, p. 6).

Interest income increased 113.1% to $9,731 in the three months ended June 30, 2008 from $4,567 during the same period in 2007. This increase is primarily due to the Company's strengthened cash position.

We incurred net losses of $1,095,112 and $591,725 during the three months ended June 30, 2008 and 2007, respectively. The increase in our net loss was principally caused by the increase in general and administrative expenses due to the shift in Company focus from development to commercialization and increases in stock option expense.

Six Months Ended June 30, 2008 and 2007

We had revenues of $125,000 in the six months ended June 30, 2008 compared with $59,761 in revenues in the same period in 2007. Our operating expenses increased by 68.2% to $2,037,648 in the six months ended June 30, 2008 from $1,211,701 in the same period in 2007. Research and development (R&D) expenses increased 25.7% to $971,040 in the six months ended June 30, 2008 from $772,276 in the same period in 2007. This increase was primarily due to clinical trials for our LPT3-04 weight loss product. General and administration (G&A) expenses increased 142.7% to $1,066,608 in the six months ended June 30, 2008 from $439,425 in the same period in 2007, reflecting the shift in corporate focus to commercialization. The increase can be attributed to the increased cash position due to our financing and the exercise of warrants, and the Company's recruitment of a new management team and the continued use of outside consultants for business development to help facilitate our marketing plans for our technology and from stock option compensation expense (see Note 6, Notes to Financial Statements, p. 6).

Interest income decreased 0.4% to $14,330 in the six months ended June 30, 2008 from $14,393 during the same period in 2007.

We incurred net losses of $1,886,748 and $1,137,547 during the six months ended June 30, 2008 and 2007, respectively. The increase in our net loss was principally caused by the increase in general and administrative expenses due to the shift in Company focus from development to commercialization and increase in stock options expense.

Liquidity and Capital Resources

Since our inception, we have funded our operations through the sale of equity securities in private placement and our initial public offering, the sale of equity securities and warrants in private placements, debt financing and grants. For the six months ended June 30, 2008, we have received proceeds from the following: (i) award of a two-year $500,000 NSF Phase II grant for our DPOLT technology; (ii) outstanding warrants to acquire 4,536,364 shares of our common stock were exercised which provided $1,996,000 in proceeds to us and resulted in the issuance of 4,536,364 shares of our common stock; and (iii) the sale of 5,777,778 shares of our common stock in a private placement to accredited investors at a price of $0.45 per share resulting in proceeds of $2,600,000 before fees and expenses.

Our operating activities used cash of $1,431,328 for the six months ended June 30, 2008 and $1,004,487 for the six months ended June 30, 2007. Our working capital was $3,484,784 as of June 30, 2008. Cash used by operations in the six months ended June 30, 2008 resulted primarily from our net loss from operations of $1,912,648.

Our investing activities provided net cash of $9,750 during the six month period ended June 30, 2008 versus net cash of $6,079 for the same period ending June 30, 2007.

Our financing activities for the six months ended June 30, 2008 provided net cash of $4,580,215 from the issuance of shares in private placements, the exercise of warrants, and the financing of insurance premiums. Additional details of our financing activities are provided below:

Private Placement-June 2008

On June 12, 2008, our Securities Purchase Agreement with accredited investors became binding and we closed on $2,600,000 in equity based financing with net proceeds of $2,515,000. We issued a total of 5,777,778 shares of restricted common stock in the private placement. The shares were sold to accredited investors at $0.45 per share. Each participating investor also received warrants to purchase shares of common stock at the price of $1.30 per share. One warrant was issued for each share of common stock issued for a total of 5,777,778 shares that may be acquired upon exercise of the warrants. The warrants are exercisable and expire June 12, 2013. We intend to use the net proceeds of the private placement, including any proceeds from exercise of the warrants, for working capital and general corporate purposes.

Warrant Exercises-Q1 2008

On August 7, 2007, we closed on $1,171,591 in equity based financing. We issued a total of 4,600,000 shares of restricted common stock and warrants to acquire 4,600,000 shares of common stock in a private placement to accredited investors. The shares were sold to accredited investors at $0.25 per share, except that per AMEX requirements, our former CEO, Dr. Ronald Evens acquired his shares at $0.44 per share, which was the closing share price on August 7, 2007. Each warrant to purchase shares of common stock is exercisable at the price of $0.58 per share. The warrants expire on August 8, 2008 (the "August 2007 Warrants"). On January 31, 2008 we amended the August 2007 Warrants, to reduce the exercise price to $0.44, which was the fair market value on the date of the amendment for a designated period of time (from January 28, 2008 to February 29, 2008) following which the exercise price reverted back to $0.58. Prior to the expiration of the August 2007 Warrants, 3,386,364 were issued upon exercise at the amended exercise price resulting in additional working capital proceeds to us of $1,490.000. The remaining unexercised August 2007 warrants expired unexercised on August 8, 2008.

On March 6, 2006, we issued a total of 1,500,000 shares of our common stock and warrants to purchase 1,500,000 shares of our common stock in a private placement to accredited investors. We received gross proceeds of $600,000 in the private placement and incurred estimated costs of approximately $75,000 resulting in net proceeds of approximately $525,000. Each warrant is exercisable on or before February 8, 2008 to acquire one share of common stock at a price of $0.60 per share (the "March 2006 Warrants"). On January 17, 2008 we amended the March 2006 Warrants. Pursuant to the amendment, the warrant exercise price was reduced to $0.44, which was the fair market value on the date of the amendment. Prior to the expiration of the March 2006 Warrants, 1,150,000 were issued upon exercise at the amended exercise price resulting in additional working capital proceeds to us of $506,000. The remaining unexercised March 2006 Warrants expired and are no longer outstanding.

Warrant Exercises Q1 2007

On December 14, 2005, we issued a total of 2,937,500 shares of our common stock and warrants to purchase 2,937,500 shares of our common stock in a private placement to accredited investors. The issuance of the shares of common stock and warrants was made pursuant to the exemptions from registration provided by Section 4(2) of the Securities Act and Regulation D promulgated there under. We received gross proceeds of $1,175,000 in the private placement and incurred estimated costs of approximately $70,000 resulting in net proceeds of approximately $1,105,000. The warrants representing shares of common stock were exercisable by the accredited investors at any time over a two-year period at an exercise price of $0.60 per share. On January 16, 2007, we called all outstanding warrants associated with our December, 2005 private placement pursuant to the terms of the warrant. A total of 1,387,500 warrants were exercised that provided $832,500 in additional working capital and following the call of the warrants no further warrants associated with the private placement remain outstanding.

Fusion Stock Purchase Agreement Termination

On May 23, 2005, we entered into a stock purchase agreement with Fusion Capital Fund II, LLC ("Fusion Capital"). Pursuant to the terms of the stock purchase agreement, Fusion Capital has agreed to purchase from us up to $9,000,000 of our common stock over a 30 month period commencing from the date of the stock purchase agreement. The stock purchase agreement has expired per the 30-month contract terms. On August 12, 2008, we sent Fusion our Notice of Termination of the stock purchase agreement and expect to withdraw the previously filed registration statement relating to the stock purchase agreement. In connection with the stock purchase agreement and pursuant thereto, we have issued an aggregate 205,732 shares to Fusion Capital and received aggregate proceeds of approximately $200,000 in 2006 and since that time we have not issued any other shares to Fusion Capital.

On February 15, 2008, we were awarded a two year NSF SBIR Phase II grant to advance development of its small peptide antibiotic synthesis program using the Company's proprietary DPOLT. This federal grant will support studies focused on the synthesis and testing of our lead antibiotic, MU 1140. While the grant will total $500,000, to date we have received $125,000 of these restricted funds with the remaining balance to be issued during the remaining two-year grant period.

While management is encouraged by the aforementioned financing, the proceeds are insufficient, alone, to regain final compliance with the American Stock Exchange's continued listing requirements. We have until October 27, 2008 to achieve compliance with AMEX's minimum shareholder equity requirement of $4,000,000. There can be no assurance that we will be able to do so and if we are not able to do so we will be subject to delisting by AMEX. Additionally, these AMEX minimum listing requirements will increase the minimum shareholder equity requirement to $6,000,000 at year end. Our plan is to have in excess of $6,000,000 in shareholder equity by year end, thereby complying with current and future AMEX listing requirements.

Our business is based on commercializing entirely new and unique technologies, and our current business plan contains a variety of assumptions and expectations that are subject to uncertainty, including assumptions and expectations about manufacturing capabilities, clinical testing cost and pricing, regulatory matters, continuing technological improvements, strategic licensing relationships and other relevant matters. These assumptions take into account recent financings, as well as expected but currently unidentified additional financings. We have experienced losses from operations during the last three fiscal years and have an accumulated deficit of $15,857,541 as of June 30, 2008. The net loss from operations for the second quarter of 2008 was $1,111,553. Cash used in operations for the year ended December 31, 2007 was $1,913,760 and for the six months ending June 30, 2008 was $1,431,328. As of June 30, 2008, our principal source of liquidity was $3,634,145 of cash and cash equivalents. Our current and historical operating results occurred while developing and attempting to commercialize and manufacture products from entirely new and unique technologies. Our business plan requires significant spending related primarily to the commercialization of our consumer products, clinical testing, as well as conducting basic research. These factors place a significant strain on our limited financial resources. Our ultimate success depends on our ability to continue to generate revenue and to raise capital for our operations.

Our capital requirements for 2008 will depend on numerous factors, including the success of our commercialization efforts and of our research and development, the resources we devote to develop and support our technologies and the success of pursuing strategic licensing and funded product development relationships with external partners. Subject to our ability to generate income from our consumer products and our ability to raise additional capital through joint ventures and/or partnerships, we expect to need to incur substantial expenditures to further commercialize or develop each of our technologies including continued increases in costs related to research, preclinical testing and clinical studies, as well as significant costs associated with being a public company. We will require substantial funds to conduct research and development and preclinical and Phase I clinical testing of our licensed, patented technologies and to develop sublicensing relationships for the Phase II and III clinical testing and manufacture and marketing of any products that are approved for commercial sale. We must generate additional capital resources to enable us to continue as a going concern. Our plans include seeking financing, alliances or other partnership agreements with entities interested in our technologies, or other business transactions that would generate sufficient resources to assure continuation of our operations and research and development programs as well as seeking equity financing.

Our future success depends on our ability to continue to raise capital and ultimately generate revenue and attain profitability. We cannot be certain that additional capital, whether through selling additional debt or equity securities or obtaining a line of credit or other loan, will be available to us or, if available, will be on terms acceptable to us. If we issue additional securities to raise funds, these securities may have rights, preferences, or privileges senior to those of our common stock, and our current stockholders may experience substantial dilution.

We will continue to seek additional funds for conducting preclinical studies for our LPT3-04 weight loss agent, and the commercialization of Probiora3 and LPT3-04. As we move into more advanced stages concerning our product development and testing is likely to increase our monthly budget accordingly. Our available working capital at June 30, 2008 is $3,484,784 which includes the proceeds from the sale of common stock as discussed above. While we believe our available working capital is sufficient for us to continue to operate through the next twelve months, we expect to continue to need to raise capital to operate beyond this period. If additional capital is not raised, we would likely need to adjust our anticipated plan of operations until we are able to acquire the necessary funds.

ITEM 4T. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act"), that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. We conducted an evaluation (the "Evaluation"), under the supervision and with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of our disclosure controls and procedures ("Disclosure Controls") as of the end of the period covered by this report pursuant to Rule 13a-15 of the Exchange Act. Based on this Evaluation, our CEO and CFO concluded that our Disclosure Controls were effective as of the end of the period covered by this report.

Changes in Internal Controls

We have also evaluated our internal controls for financial reporting, and there have been no significant changes in our internal controls or in other factors that could significantly affect those controls subsequent to the date of their last evaluation.

PART II - OTHER INFORMATION

ITEM 1A. RISK FACTORS

You should carefully consider the risks described below which update the risk factors contained in our Annual Report on Form 10KSB for the year ended December 31, 2007, as well as the risks described in the risk factors in such form 10KSB before making an investment decision in our securities. These risk factors are effective as of the date of this Form 10-Q and shall be deemed to be modified or superseded to the extent that a statement contained in our future filings incorporated herein by reference modifies or replaces such statement. All of these risks may impair our business operations. The forward-looking statements in this Form 10-Q and in the documents incorporated herein by reference involve risks and uncertainties and actual results may differ materially from the results we discuss in the forward-looking statements. If any of the following risks actually occur, our business, financial condition or results of operations could be materially adversely affected. In that case, the trading price of our stock could decline, and you may lose all or part of your investment.

We have a limited operating history with significant losses and expect losses to continue for the foreseeable future.

We have yet to establish any history of profitable operations. Our profitability will require the successful commercialization of one or more of the technologies we either license or own. No assurances can be given when this will occur or that we will ever be profitable.

We may continue to require additional financing in the future

If we are not able to generate sufficient revenues or raise additional capital, among other things:

- We may need to curtail or cease operations and be unable to pursue further development of our technologies;
- We may be unable to pursue patenting our small molecule weight loss agent and development of our technologies and products;
- We may have to lay-off personnel;
- We could be unable to continue to make public filings;
- We may be de-listed from the American Stock Exchange; and
- Our licenses for our SMaRT Replacement Therapy technology and MU 1140 technology could be terminated which would significantly harm our business.

At June 30, 2008 and December 31, 2007, we had working capital of approximately $3,484,784 and $260,534, respectively. The report of independent registered public accounting firm's report as of and for the year ended December 31, 2007, includes an explanatory paragraph stating that our recurring losses from operations and limited working capital raise substantial doubt about our ability to continue as a going concern. We have an operating cash flow deficit of $1,431,328 for the six months ended June 30, 2008 and have sustained operating cash flow deficit of $1,913,760 in 2007. Our ability to obtain additional funding may determine our ability to continue as a going concern. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We can offer you no assurance the government and the public will accept our licensed patented technologies. If they do not, we will be unable to generate sufficient revenues from our technologies, which may cause us to cease operations.

The commercial success of our DPOLT platform, SMaRT Replacement Therapy, Probiora3, LPT3-04 and other technologies will depend in part on government and public acceptance of their production, distribution and use. Biotechnology has enjoyed and continues to enjoy substantial support from the scientific community, regulatory agencies and many governmental officials in the United States and around the world. Future scientific developments, media coverage and political events may diminish such support. Public attitudes may be influenced by claims that health products based on biotechnology are unsafe for consumption or pose unknown risks to the environment or to traditional social or economic practices. Securing governmental approvals for, and consumer confidence in, such products poses numerous challenges, particularly outside the United States. The market success of technologies developed through biotechnology such as ours could be delayed or impaired in certain geographical areas because of such factors. Products based on our technologies may compete with a number of traditional dental therapies and drugs manufactured and marketed by major pharmaceutical companies and other biotechnology companies. Market acceptance of products based on our technologies will depend on a number of factors including potential advantage over alternative treatment methods. We can offer you no assurance that dentists, physicians, patients or the medical and dental communities in general will accept and utilize products developed from our technologies. If they do not, we may be unable to generate sufficient revenues from our technologies, which may cause us to have to cease operations.

Risk Factors Relating to our Common Stock

We may be unable to maintain the listing of our common stock on the American Stock Exchange and that would make it more difficult for stockholders to dispose of their common stock.

Our common stock is listed on the American Stock Exchange. We cannot guarantee that it will always be listed. The American Stock Exchange rules for continual listing include minimum market capitalization and other requirements, which we may not meet in the future, particularly if the price of our common stock declines or we are unable to raise additional capital to continue operations. Under our plan that has been filed with the AMEX, we expect to meet the minimum listing requirements in a timely basis.

On April 25, 2007 we received notification from the American Stock Exchange ("AMEX") that we were not in compliance with AMEX's continued listing requirements because our shareholders' equity is less than $2,000,000 and we have experienced losses from continuing operations and/or net losses in two of our most recent fiscal years. We submitted a plan on May 24, 2007 to AMEX for regaining compliance with all of the continued listing standards. On July 2, 2007, AMEX notified the Company that it had completed its review and has determined that the Company's compliance plan made a reasonable demonstration of the Company's ability to regain compliance with the continued listing standards by the end of the plan period, October 27, 2008, and was therefore continuing the Company's listing pursuant to an extension. On May 14, 2008, the Company received a notice from AMEX that a review of the Company's Form 10-KSB for the year ended December 31, 2007 and Form 10-Q for the period ended March 31, 2008 indicated that it did not meet certain of AMEX's additional continued listing standards. Specifically, the Company was not in compliance with Section 1003(a)(ii) of the Company Guide because its stockholders' equity is less than the required $4,000,000 and because it has losses from continuing operations and net losses in three of its four most recent fiscal years. The Company provided a revised plan of compliance and supporting documentation, dated June 13, 2008, (the "Plan") to AMEX with respect to its previously announced noncompliance with Section 1003(a)(i) of the Company Guide and such Plan was subsequently approved by AMEX. The proceeds from our recent financings and warrant exercises are insufficient, alone, to regain compliance with AMEX listing requirements by the end of the extension period. We have until October 27, 2008 to regain AMEX compliance but there can be no assurance that we will be able to do so.

If our common stock is de-listed from the American Stock Exchange, trading in our common stock would be conducted, if at all, on the NASDAQ's OTC Bulletin Board in the United States. This would make it more difficult for stockholders to dispose of their common stock and more difficult to obtain accurate quotations on our common stock. This could have an adverse effect on the price of our common stock.

Our stock price historically has been volatile and our stock's trading volume has been low.

Because of the low trading volume and lack of market liquidity, some institutional investors may find it difficult to buy an sell our stock in a sufficiently timely manner, which makes an investment in our Company's stock less appealing. The market price of our common stock has been and is expected to continue to be highly volatile. Factors, including announcements of technological innovations by us or other companies, regulatory matters, new or existing
products or procedures, concerns about our financial position, operating results, litigation, government regulation, developments or disputes relating to agreements, patents or proprietary rights, may have a significant impact on the market price of our stock. In addition, potential dilutive effects of future sales of shares of common stock by us and by stockholders, including Fusion Capital, and subsequent sales of common stock acquired by the holders of warrants and options could have an adverse effect on the market price of our shares.

Forward-Looking Statements

This 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Such forward-looking statements include statements regarding, among other things, (a) our anticipated needs for and availability of working capital, (b) our future financing plans, (c) our strategies, (d) our projected sales and profitability,(e) anticipated trends in our industry. Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” or “project” or the negative of these words or other variations on these words or comparable terminology. This information may involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from the future results, performance, or achievements expressed or implied by any forward-looking statements. These statements may be found under “Management’s Discussion and Analysis or Plan of Operation” and “Business,” as well as in this 10-Q generally. Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors, including, without limitation, the risks outlined under “Risk Factors” and matters described in this 10-Q generally. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this filing will in fact occur. In addition to the information expressly required to be included in this filing, we will provide such further material information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not misleading.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

We issued the following restricted securities during the period covered by this report to the named individual pursuant to exemptions under the Securities Act of 1933 including Section 4(2):

On June 12, 2008, we issued an aggregate of 5,777,778 shares of common stock to accredited investors at a price of $0.45 per share pursuant to a private offering of the Company's stock. One of the investors, Mr. George T. Hawes, a significant shareholder and affiliate, acquired 5,557,778 shares in the private offering and the other accredited investor acquired the remaining shares. The aforementioned private offering investors also received a commensurate number of warrants to purchase 5,777,778 shares of common stock at a price of $1.30 per share. These warrants expire five years from their vesting date on June 12, 2013.

The private placement offering and sale of the common stock and warrants was made in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933 as a transaction by the issuer not involving a public offering.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS.

At our Annual Meeting of Shareholders held on April 8, 2008 our shareholders voted on two proposals:

Proposal 1 Election of Directors

Elected each of the following four nominees as directors, each to hold office until their successors are duly elected and qualified. The vote for each director was as follows:

Nominee	For	Withheld
Jeffrey D. Hillman	16,847,014	251,921
Richard T. Welch	16,899,264	199,671
Derek G. Hennecke	16,899,264	199,671
Stanley B. Stein	16,837,014	261,921

Proposal 2 Approval of the Company's amendment to its Amended and Restated 2002 Stock Option and Incentive Plan to increase the number of shares available from 3,000,000 to 5,000,000

For	Against	Abstain
11,434,220	277,023	1,240,183

ITEM 5. OTHER INFORMATION.

On May 23, 2005, we entered into a stock purchase agreement with Fusion Capital Fund II, LLC ("Fusion Capital"). Pursuant to the terms of the stock purchase agreement, Fusion Capital has agreed to purchase from us up to $9,000,000 of our common stock over a 30 month period commencing from the date of the stock purchase agreement. The stock purchase agreement has expired per the 30-month contract terms. On August 12, 2008, we sent Fusion our Notice of Termination of the stock purchase agreement and expect to withdraw the previously filed registration statement relating to the stock purchase agreement. In connection with the stock purchase agreement and pursuant thereto, we have issued an aggregate 205,732 shares to Fusion Capital and received aggregate proceeds of approximately $200,000 in 2006 and since that time we have not issued any other shares to Fusion Capital.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Form	File No	Exhibit	Filing Date	Filed Herewith
10.1	Securities Purchase Agreement dated June 12, 2008	8-K	001-32188		6/16/2008	
10.2	Employment Agreement of David B. Hirsch					X
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14 and Rule 15d-14(a), promulgated under the Securities and Exchange Act of 1934, as amended.					X
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14 and Rule 15d-14(a), promulgated under the Securities and Exchange Act of 1934, as amended.					X
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).					X
32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).					X

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 10th day of August, 2007.

ORAGENICS, INC.

BY: /s/ Stanley B. Stein

Stanley B. Stein, President and Chief Executive Officer

EXHIBIT INDEX

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31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14 and Rule 15d-14(a), promulgated under the Securities and Exchange Act of 1934, as amended.					X
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Executive Officer).					X
32.2	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Chief Financial Officer).					X

Exhibit 10.2

EMPLOYMENT AGREEMENT OF DAVID B. HIRSCH

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT, dated as of May 14th, 2008 (the "Agreement"), by and between **ORAGENICS, INC.**, a Florida corporation, (the "Company"), and **DAVID B. HIRSCH** (the "Executive").

WHEREAS, the Company is a biotechnology company currently engaged in the business of research and development of proprietary technologies;

WHEREAS, Executive has served as a consultant to since on or about April 23, 2008; and

WHEREAS, the Company wishes to assure itself of the continued services of the Executive on a non-interim basis for the period provided in this Agreement and the Executive is willing to serve in the employ of the Company for such period upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties, intending to be legally bound, hereby agree as follows:

1. EMPLOYMENT

The Company hereby agrees to employ the Executive upon the terms and conditions herein contained, and the Executive hereby agrees to accept such employment for the term described below. The Executive agrees to serve as the Company's Executive Vice President for Administration, a Non-Officer of the Company during the term of this Agreement and shall report only to the Company's Chief Executive Officer.

Throughout the term of this Agreement, the Executive shall devote his best efforts and substantially all of his business time and services to the business and affairs of the Company.

2. TERM OF AGREEMENT

The one (1) year initial term of the employment of Executive under this Agreement shall commence as of the date set forth above (the "Effective Date"). After the expiration of such initial one year employment period, the term of the Executive's employment hereunder shall automatically be extended without further action by the parties for successive one (1) year renewal terms, provided that if either party gives the other party at least thirty (30) days advance written notice of his or its intention to not renew this Agreement for an additional term, the Agreement shall terminate upon the expiration of the current term.

Notwithstanding the foregoing, the Company shall be entitled to terminate this Agreement immediately, subject to a continuing obligation to make any payments required under Section 5 below, if the Executive (i) becomes disabled as described in Section 5(b), (ii) is terminated for Cause, as defined in Section 5(c), or (iii) voluntarily terminates his employment before the current term of this Agreement expires, as described in Section 5(d).

3. SALARY AND BONUS

The Executive shall receive an annual base salary during the term of this Agreement at a rate of not less than $150,000, payable in installments consistent with the Company's normal payroll schedule. The Board shall review this base salary at annual intervals, and may adjust the Executive's annual base salary from time to time as the Board deems to be appropriate.

The Executive shall also be eligible to receive bonuses from the Company during the term of this Agreement in the discretion of the Compensation Committee of the Board of Directors.

4. ADDITIONAL COMPENSATION AND BENEFITS

The Executive shall receive the following additional compensation and welfare and fringe benefits:

(a) Stock Options. Pursuant to a Stock Option Agreement of even date the Executive is being granted no statutory stock options with respect to 500,000 shares of common stock under the Company's Amended and Restated 2002 Stock Option and Incentive Plan (the "Stock Option Plan").

(b) Vacation. The Executive shall be entitled to up to four (4) weeks of vacation during each year during the term of this Agreement and any extensions thereof, prorated for partial years. Unused vacation at the end of each year of employment hereunder, if any, time shall not be carried over.

(c) Business Expenses. The Company shall reimburse the Executive for all reasonable expenses he incurs in promoting the Company's business, including expenses for travel, entertainment of business associates, service and usage charges for business use of cellular phones and similar items, upon presentation by the Executive from time to time of an itemized account of such expenditures.

In addition to the benefits provided pursuant to the preceding paragraphs of this Section 4, the Executive shall be eligible to participate in such other executive compensation and retirement plans of the Company as are applicable generally to other officers, and in such welfare benefit plans, programs, practices and policies of the Company as are generally applicable to other executives of the Company.

5. PAYMENTS UPON TERMINATION

(a) Involuntary Termination. If the Executive's employment is terminated by the Company during the term of this Agreement, the Executive shall be entitled to receive his base salary accrued through the date of termination. The Executive shall also receive any nonforfeitable benefits already earned and payable to him under the terms of any deferred compensation, incentive or other benefit plan maintained by the Company, payable in accordance with the terms of the applicable plan.

If the termination is not for death as described in Section 7, disability as described in paragraph (b), for Cause as described in paragraph (c) or a voluntary termination by the Executive as described in paragraph (d), or the Company notifies Executive of its intent not to renew this Agreement the Company shall also be obligated to make a series of nine (9) equal monthly payments to the Executive equal to one-twelfth (1/12th) of the Executive's annual base salary, as in effect on the date of termination. In addition, any unvested stock options held by the Executive shall become vested and exercisable for a period set forth in the Stock Option Plan for such events following the date of termination.

(b) Disability. The Company shall be entitled to terminate this Agreement, if the Board determines that the Executive has been unable to attend to his duties for at least ninety (90) days in any 12 month period because of a medically diagnosable physical or mental condition, and has received a written opinion from a physician acceptable to the Board that such condition prevents the Executive from resuming full performance of his duties and is likely to continue for an indefinite period. Upon such termination, the Company shall pay to Executive a monthly disability benefit equal to one-twelfth (1/12th) of his current annual base salary at the time he became permanently disabled. Payment of such disability benefit shall commence on the last day of the month following the date of the termination by reason of permanent disability and cease with the earliest of (i) the month in which the Executive returns to active employment, either with the Company or otherwise, (ii) the end of the initial term of this Agreement, or the current renewal term, as the case may be, or (iii) the fourth month after the date of the termination. Any amounts payable under this Section 5(b) shall be reduced by any amounts paid to the Executive under any long-term disability plan or other disability program or insurance policies maintained or provided by the Company.

(c) Termination for Cause. If the Executive's employment is terminated by the Company for Cause, the amount the Executive shall be entitled to receive from the Company shall be limited to his base salary accrued through the date of termination, and any nonforfeitable benefits already earned and payable to the Executive under the terms of deferred compensation or incentive plans maintained by the Company.

For purposes of this Agreement, the term "Cause" shall be limited to (i) any action or omission by the Executive involving willful disloyalty to the Company, such as embezzlement, fraud, misappropriation of corporate assets or a breach of the covenants set forth in Sections 9, 10 or 11 below; or (ii) the Executive being convicted of a felony; or (iii) the Executive being convicted of any lesser crime or offense committed in connection with the performance of his duties hereunder or involving moral turpitude, fraud or that causes the Company a substantial and material financial detriment; (iv) the material failure or refusal by the Executive to substantially perform his duties hereunder as directed by the Board (other than any such failure or refusal resulting from the Executive's incapacity due to physical or mental disability); or (v) an act or omission of the Executive which constitutes a material breach of this Agreement which is not cured as specified below. Notwithstanding the foregoing, no termination pursuant to subsection (iv) or (v) shall be treated as termination for cause unless the Board has provided Executive with at least thirty (30) days prior written notice specifying in reasonable detail the alleged breach and giving the Executive a reasonable opportunity to correct such breach.

(d) Voluntary Termination by the Executive. If the Executive resigns or otherwise voluntarily terminates his employment before the end of the current term of this Agreement, the amount the Executive shall be entitled to receive from the Company shall be limited to his base salary accrued through the date of termination, and any nonforfeitable benefits already earned and payable to the Executive under the terms of any deferred compensation or incentive plans of the Company.

6. EFFECT OF CHANGE IN CORPORATE CONTROL

(a) In the event of a Change in Corporate Control, the vesting of any stock options or other awards granted to the Executive under the terms of the Company's Stock Option Plan shall become immediately vested in full and, in the case of stock options, exercisable in full.

In addition, if, at any time during the period of six (6) consecutive months following the occurrence of a Change in Corporate Control, the Executive is involuntarily terminated (other than for Cause) by the Company, the Executive shall be entitled to receive as severance pay in lieu of the monthly payments described in Section 5(a) above, a series of twenty-four (24) equal monthly payments to the Executive equal to one-twelfth ($^{1}/12^{th}$) of the Executive's annual base salary in effect at the time of the Change in Corporate Control.

(b) For purposes of this Agreement, a "Change in Corporate Control" shall include any of the following events:

(1) The acquisition in one or more transactions of more than thirty percent (30%) of the Company's outstanding Common Stock by any corporation, or other person or group (within the meaning of Section 14(d)(3) of the Securities Exchange Act of 1934, as amended);

(2) Any merger or consolidation of the Company into or with another corporation in which the Company is not the surviving entity, or any transfer or sale of substantially all of the assets of the Company or any merger or consolidation of the Company into or with another corporation in which the Company is the surviving entity and in connection with such merger or consolidation, more than fifty percent of the outstanding shares of Common Stock shall be changed into or exchanged for other stock or securities of any other person, or cash, or any other property.

(3) Any election of persons to the Board of Directors which causes a majority of the Board of Directors to consist of persons other than (i) persons who were members of the Board of Directors on the Effective Date, and (ii) persons who were nominated for election as members of the Board by the Board of Directors (or a Committee of the Board) at a time when the majority of the Board (or of such Committee) consisted of persons who were members of the Board of Directors on the Effective Date; provided, that any person nominated for election by the Board of Directors composed entirely of persons described in (i) or (ii), or of persons who were themselves nominated by such Board, shall for this purpose be deemed to have been nominated by a Board composed of persons described in (i).

(4) Any person, or group of persons, announces a tender offer for at least thirty percent (30%) of the Company's Common Stock.

provided that, no acquisition of stock by any person in a public offering or private placement of the Company's common stock or other transaction approved by the Company's Board of Directors shall be considered a Change in Corporate Control.

7. DEATH

If the Executive dies during the term of this Agreement, the Company shall pay to the Executive's estate a lump sum payment equal to the sum of the Executive's base salary accrued through the date of death plus the total unpaid amount of any bonuses earned with respect to the fiscal year of the Company most recently ended. In addition, the death benefits payable by reason of the Executive's death under any retirement, deferred compensation or other employee benefit plan maintained by the Company shall be paid to the beneficiary designated by the Executive in accordance with the terms of the applicable plan or plans.

8. WITHHOLDING

The Company shall, to the extent permitted by law, have the right to withhold and deduct from any payment hereunder any federal, state or local taxes of any kind required by law to be withheld with respect to any such payment.

9. PROTECTION OF CONFIDENTIAL INFORMATION

The Executive agrees that he will keep all confidential and proprietary information of the Company or relating to its business (including, but not limited to, information regarding the Company's methods of operation, product development and trade secrets) confidential, and that he will not (except with the Company's prior written consent), while in the employ of the Company or thereafter, disclose any such confidential information to any person, firm, corporation, association or other entity, other than in furtherance of his duties hereunder, and then only to those with a "need to know." The Executive shall not make use of any such confidential information for his own purposes or for the benefit of any person, firm, corporation, association or other entity (except the Company) under any circumstances during or after the term of his employment. The foregoing shall not apply to any information which is already in the public domain, or is generally disclosed by the Company or is otherwise in the public domain at the time of disclosure.

The Executive recognizes that because his work for the Company will bring him into contact with confidential and proprietary information of the Company, the restrictions of this Section 9 are required for the reasonable protection of the Company and its investments and for the Company's reliance on and confidence in the Executive.

10. COVENANT NOT TO COMPETE

The Executive hereby agrees that he will not, either during the employment term or during the period of twelve (12) months from the time the Executive's employment under this Agreement is terminated, engage in any business activities on behalf of any enterprise which competes with the Company in the specific business or businesses then conducted by the Company in the United States or an other geographic area the Company conducts business. The Executive will be deemed to be engaged in such competitive business activities if he participates in such a business enterprise as an employee, officer, director, consultant, agent, partner, proprietor, or other participant; provided that the ownership of no more than 2 percent of the stock of a publicly traded corporation engaged in a competitive business shall not be deemed to be engaging in competitive business activities.

The Executive agrees that he shall not for himself or for any other person, firm, corporation, partnership or other entity, for a period of twelve (12) months from the time his employment under this Agreement ceases (for whatever reason), directly or indirectly,

(i) solicit or employ any employee, former employee who was employed by the Company in the preceding 90 days or full-time consultant of the Company for the purposes of hiring or retaining such employee or consultant,

(ii) contact any present or prospective client, customer or vendor of the Company to solicit such a person to enter into a contract or arrangement with any competitor of the Company, or

(iii) make known the names and/or addresses of such clients, customers or vendors or any information relating in any manner to the Company's trade or business relationships with such clients, customers or vendors.

11. OWNERSHIP OF DEVELOPMENTS

All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship develop or created by Executive during the course of performing work for the Company or its clients (collectively, the "Work Product") shall belong exclusively to the Company and shall, to the extent possible, be considered a work made by the Executive for hire for the Company within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made by the Executive for hire for the Company, the Executive agrees to assign and automatically assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest the Executive may have in such Work Product. Upon the request of the Company, the Executive shall take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to such assignment.

Solely for purposes of Sections 9, 10, 11 and 12 hereof only, the term "Company" also shall include any existing or future subsidiaries of the Company that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Company during the periods described herein.

12. INJUNCTIVE RELIEF

The Executive acknowledges and agrees that it would be difficult to fully compensate the Company for damages resulting from the breach or threatened breach of the covenants set forth in Sections 9, 10 and 11 of this Agreement and accordingly agrees that the Company shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions in any action or proceeding instituted in the United States District Court for the Middle District of Florida or in any court in the State of Florida having subject matter jurisdiction. This provision with respect to injunctive relief shall not, however, diminish the Company's right to claim and recover damages.

It is expressly understood and agreed that although the parties consider the restrictions contained in this Agreement to be reasonable, if a court determines that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction on the activities of the Executive, no such provision of this Agreement shall be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such extent as such court may judicially determine or indicate to be reasonable.

The Executive acknowledges and confirms that (a) the restrictive covenants contained in Sections 9 and 10 hereof are reasonably necessary to protect the legitimate business interests of the Company, and (b) the restrictions contained in Sections 9 and 10 hereof (including without limitation the length of the term of the provisions of

Sections 9 and 10 hereof) are not overbroad, overlong, or unfair and are not the result of overreaching, duress or coercion of any kind. The Executive further acknowledges and confirms that his full, uninhabited and faithful observance of each of the covenants contained in Sections 9 and 10 hereof will not cause him any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained herein will not impair his ability to obtain employment commensurate with his abilities and on terms fully acceptable to him or otherwise to obtain income required for the comfortable support of him and his family and the satisfaction of the needs of his creditors. The Executive acknowledges and confirms that his special knowledge of the business of the Company is such as would cause the Company serious injury or loss if he were to use such ability and knowledge to the benefit of a competitor or were to compete with the Company in violation of the terms of Sections 9 and 10 hereof. The Executive further acknowledges that the restrictions contained in Sections 9 and 10 hereof are intended to be, and shall be, for the benefit of and shall be enforceable by, the Company's successors and assigns.

If the Executive shall be in violation of any provision of Sections 9 and 10, then each time limitation set forth in the applicable section shall be extended for a period of time equal to the period of time during which such violation or violations occur. If the Company seeks injunctive relief from such violation in any court, then the covenants set forth in Sections 9 and 10 shall be extended for a period of time equal to the pendency of such proceeding including all appeals by the Executive.

13. SEPARABILITY

If any provision of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof which shall remain in full force and effect.

14. ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the heirs and representatives of the Executive and the assigns and successors of the Company, but neither this Agreement nor any rights hereunder shall be assignable or otherwise subject to hypothecation by the Executive.

15. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties and shall supersede any and all previous contracts, arrangements or understandings between the Company and the Executive. The Agreement may be amended at any time by mutual written agreement of the parties hereto.

16. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Florida, other than the conflict of laws provisions of such laws.

17. COUNTERPARTS AND FACSIMILE.

This Agreement may be executed in two (2) counterparts and by facsimile of electronic transmission, each of which shall be considered an original.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and the Executive has hereunto set his hand, as of the day and year first above written.

ORAGENICS, INC.

/s/ Stanley B. Stein

Stanley B. Stein, CEO & President

EXECUTIVE:

/s/ David B. Hirsch

David B. Hirsch

ADDENDUM TO EXECUTVE EMPLOYMENT AGREEMENT

THIS ADDENDUM TO THE EXECUTIVE EMPLOYMENT AGREEMENT, dated as of June 27th, 2008 (the "Addendum"), by and between **ORAGENICS, INC.**, a Florida corporation, (the "Company"), and **DAVID B. HIRSCH** (the "Executive")

WHEREAS, on May 14th, 2008, the parties executed an Executive Employment Agreement, (hereafter referred to as the "Agreement"),

WHEREAS, on May 27th, 2008, the Board of Directors of The Company promoted David B. Hirsch from Executive Vice President of Administration, a Non-Officer of the Company, to Chief Operating Officer and Chief Financial Officer of the Company,

WHEREAS, the parties desire to modify the terms of the Agreement to reflect Mr. Hirsch's position as an Officer of the Company,

NOW THEREFORE, in consideration of the mutual covenants herein contained and in the Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. The Agreement shall be modified as follows:

   a. Section 1 of the Agreement shall now state:

   The Company hereby agrees to employ the Executive upon the terms and conditions herein contained, and the Executive hereby agrees to accept such employment for the term described below. The Executive agrees to serve as the Company's Chief Operating Officer and Chief Financial Officer during the term of this Agreement and shall report only to the Company's Board of Directors. In such capacity, the Executive shall have such powers and responsibilities consistent with his position as the Chief Operating Officer and Chief Financial Officer and as the Board of Directors may assign to him.

   Throughout the term of this Agreement, the Executive shall devote his best efforts and substantially all of his business time and services to the business and affairs of the Company.

IN WITNESS WHEREOF, the Company has caused this Addendum to be duly executed, and the Executive has hereunto set his hand, as of the day and year first above written.

ORAGENICS, INC.

/s/ Stanley B. Stein

Stanley B. Stein, CEO & President

EXECUTIVE:

/s/ David B. Hirsch

David B. Hirsch

Exhibit 31.1

CERTIFICATION

I, Stanley B. Stein, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Oragenics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and we have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2008

/s/ Stanley B. Stein

Stanley B. Stein
President (Chief Executive Officer)

Exhibit 31.2

CERTIFICATION

I, David B. Hirsch, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Oragenics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and we have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2008

/s/ David B. Hirsch

David B. Hirsch
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. Section 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Oragenics, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2008 as filed with the Securities and Exchange Commission on the date here of (the "Report"), I, Stanley B. Stein, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written certification has been provided to the company and will be retained by the company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated this 14th day of August, 2008.

/s/ Stanley B. Stein

Stanley B. Stein
Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. Section 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Oragenics, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2008 as filed with the Securities and Exchange Commission on the date here of (the "Report"), I, David B. Hirsch, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written certification has been provided to the company and will be retained by the company and furnished to the Securities and Exchange Commission or its staff upon request.

Dated this 14th day of August, 2008.

/s/ David B. Hirsch

David B. Hirsch
Chief Financial Officer