

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report: February 4, 2011 (Date of earliest event reported)

Oragenics, Inc

(Exact name of registrant as specified in its charter)

FL
(State or other jurisdiction
of incorporation)

001-32188
(Commission
File Number)

59-3410522
(IRS Employer
Identification Number)

**3000 Bayport Drive, Suite 685
Tampa, FL**
(Address of principal executive offices)

33607
(Zip Code)

813-286-7900
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Oragenics (the "Company") entered into a Second Amendment (the "Second Amendment") to its Unsecured Revolving Line of Credit (the "Credit Facility") with the Koski Family Limited Partnership ("KFLP") an accredited investor and the Company's largest shareholder. The entering into of the Amendment was approved by the Company's Audit Committee and disinterested directors. As a result of the Second Amendment, the Company will be able to borrow up to an additional \$2.5 million from the KFLP. Future draws under the Credit Facility, as amended, are limited to \$500,000 per month commencing no earlier than March 2011.

The Company and the KFLP originally entered into the Credit Facility on July 30, 2010. Pursuant to the Credit Facility the Company was able to borrow up to \$2.0 million from the KFLP at LIBOR plus 6.0%. The term of the Credit Facility was for twelve months commencing August 1, 2010.

Since the commencement of the Credit Facility the Company borrowed \$1,000,000 on September 13, 2010 and the remaining available \$1,000,000 on November 8, 2010. On January 24, 2011 the Company entered into a First Amendment to the Credit Facility (the "First Amendment") to increase the available borrowing from \$2,000,000 to \$2,500,000 and simultaneously therewith the Company drew on the Credit Facility as amended by the First Amendment to borrow the additional \$500,000 in available funds.

Under the Second Amendment, the due date of the amounts outstanding under the Credit Facility, has been extended by one year from July 30, 2011 to July 30, 2012. The interest rate remained at LIBOR plus 6.0%.

The Second Amendment further provided for the automatic conversion of any amounts borrowed and outstanding under the Credit Facility into Company securities that may be issued by the Company in subsequent securities offerings. Any automatic conversion of amounts outstanding under the Credit Facility would be on the same terms of any such offering. In addition, the Second Amendment provides the KFLP with the right to put any undrawn available amounts under the Credit Facility, as amended, to the Company and thereby have a note issued to the KFLP. The KFLP can exercise its put right to the extent it desires to fully participate, through the automatic conversion provision, in any subsequent offering by the Company.

A copy of the February 8, 2011 press release announcing the amendment to the Credit Facility is attached to this report as Exhibit 99.1 and is incorporated herein by reference.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; APPOINTMENT OF CERTAIN OFFICER; COMPENSATORY ARRANGEMENT OF CERTAIN OFFICER

Effective February 4, 2011 Mr. David Hirsch resigned as President, Chief Executive Officer and director of the Company to pursue other opportunities. Mr. Hirsch's resignation was not due to any disagreement with the Company on any matter related to its operations, policies or practices. The Company expects to enter into a Separation, Severance and Release Agreement with Mr. Hirsch.

In addition, on February 4, 2011, Mr. Frederick W. Telling succeeded Ms. Christine Koski as Chair of the Board of Directors. Ms. Koski will remain on the Board of Directors. The Company's Chief Financial Officer, Mr. Brian Bohunicky, will be the lead executive of the Company while the Board conducts a search for a new President and Chief Executive Officer to succeed Mr. Hirsch. In addition, the Board of Directors will provide direction to the Company with Robert Koski acting as its liaison to management.

A copy of the February 8, 2011 press release announcing the Changes in Management Team and Board of Directors is attached to this report as Exhibit 99.2 and is incorporated herein by reference.

Item 9.01 FINANCIAL INFORMATION AND EXHIBITS**(c) Exhibits.**

<u>Number</u>	<u>Description</u>
10.1	Second Amendment to Unsecured Revolving Credit Agreement between Orogenics and the Koki Family Limited Partnership dated February 4, 2011
10.2	Revolving Credit Agreement by and between the Koski Family Limited Partnership and Orogenics, Inc. dated July 30, 2010 and form of Revolving Unsecured Promissory Note*
10.3	First Amendment to the Revolving Credit Agreement by and between the Koski Family Limited Partnership and Orogenics, Inc. dated January 24, 2011**.
99.1	Press Release (regarding Second Amendment to Credit Facility) dated February 8, 2011
99.2	Press Release (Changes in Management Team and Board of Directors) dated February 8, 2011

* Incorporated by reference to Form 8-K filed on August 2, 2010.

** Incorporated by reference to Form 8-K filed on January 28, 2011.

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 8th day of February, 2011.

ORAGENICS, INC.
(Registrant)

BY: /s/ Brian Bohunicky
Brian Bohunicky
Chief Financial Officer

**SECOND AMENDMENT TO
REVOLVING CREDIT AGREEMENT**

Between:

THE KOSKI FAMILY LIMITED PARTNERSHIP,
a Texas Limited Partnership

as "**Lender**"

and

ORAGENICS, Inc.,
a Florida Corporation

as "**Borrower**".

Additional Loan Amount: \$2,500,000.00

Date: February 4, 2011

**SECOND AMENDMENT TO
REVOLVING CREDIT AGREEMENT**

THIS SECOND AMENDMENT to the REVOLVING CREDIT AGREEMENT (the “**Second Amendment**”) is made and entered into as of the 4th day of February, 2011, by and between **THE KOSKI FAMILY LIMITED PARTNERSHIP**, a Texas Limited Partnership (“**Lender**”), having an address for the purposes hereof of 3525 Turtle Creek Boulevard, Unit 19-B, Dallas, Texas 75219 and **ORAGENICS, INC.**, a Florida corporation (“**Borrower**”), having an address of 3000 Bayport Drive, Suite 685, Tampa, Florida 33607.

RECITALS:

WHEREAS, Borrower applied to Lender for a revolving loan in the principal amount of up to \$2,000,000.00, upon and subject to the terms and conditions hereof;

WHEREAS, Lender and Borrower entered into the Revolving Credit Agreement on July 30, 2010 (the “**Agreement**”) pursuant to which the Borrower could borrow up to \$2,000,000;

WHEREAS, Borrower drew down \$1,000,000 under the Agreement on September 13, 2010 and issued a note to Lender in such amount (the “**September Note**”) and Borrower drew down the remaining \$1,000,000 in available funds under the Agreement on November 8, 2010 and issued a note to Lender in such amount (the “**November Note**”);

WHEREAS, Borrower and Lender amended the Agreement through that First Amendment dated January 24, 2011, to add an additional \$500,000 of availability and Borrower thereafter drew down the additional \$500,000 and issued a note to Lender in such amount (the “**January Note**”); and

WHEREAS, Borrower and Lender hereby seek to enter into this Second Amendment to (i) increase the availability under the original Agreement by an additional \$2,500,000; (ii) limit future borrowings under the Agreement to \$500,000 per month and to the first week of any applicable month; (iii) extend the due date of amounts outstanding and subsequently borrowed under the Agreement from July 30, 2011 to July 30, 2012; (iv) include an automatic conversion provision; and (v) provide the KFLP with a put right as to any undrawn availability under certain conditions.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. The Recitals set forth above are true and correct.
2. Section 1.20 in Article 1, “Definitions and Particular Terms” is hereby amended and replaced in its entirety with the following:

Section 1.20 **Note**: The Note or Note(s) executed in connection with this Agreement in the maximum aggregate principal amount of \$5,000,000.00, in the form attached hereto on Exhibit 1.21.
3. Article 2 “The Financing” Section 2.01 is hereby amended by replacing the entire section with the following:

Section 2.01 **Revolving Loan**. Upon the execution of this Agreement and ongoing compliance with its terms and conditions, Lender agrees to make, and Borrower agrees to take, an ongoing loan in the principal amount of up to \$5,000,000.00, which Credit Facility shall be evidenced by a Note and shall accrue interest on the outstanding balance existing from time to time as provided in and as payable under the Note at the Interest Rate, with principal to be payable under and

pursuant to the Note, which has a final maturity of July 30, 2012. The proceeds of the Credit Facility shall be used for general corporate purposes.

4. Article 2 "The Financing" Section 2.02 is hereby amended by replacing the entire section with the following:

Section 2.02 **Draw Downs.** So long as the Borrower is in compliance with the terms of the Loan Documents, provides five days written notice of request for draw down to Lender at the address of Lender set forth above (or as later changed in writing by Lender), and provides Lender with such written notice, a No Adverse Change Certificate in such form and substance acceptable to Lender, Borrower may draw down on this Revolving Facility, sums in increments no greater than \$500,000.00 but in no event sums in excess of aggregate of \$5,000,000.00 (when considering all draw downs made hereunder) and any such future draw downs shall occur only within the first week of a month and may occur no earlier than March 2011.

5. A new Section 2.04 is added as follows:

Section 2.04 **Automatic Conversion.** Amounts outstanding and due and payable by the Borrower to the KFLP under the Credit Facility shall automatically convert into securities of the Borrower (i) commensurate with the closing of an offering by the Borrower, (ii) such conversion shall be on the same terms as provided by Borrower in the offering.

6. A new Section 2.05 is added as follows:

Section 2.05 **Put Right.** To the extent the Borrower conducts a future securities offering, the Lender shall have the right to put any unborrowed or undrawn available amounts under this Agreement, as amended hereby, to the Company and the Company shall issue a Note to Lender for such amount. This put right is intended to enable the Lender, at its discretion, to fully avail itself of the automatic conversion provision of Section 2.04 above.

7. Each of the September Note, the November Note and January Note (collectively the "Issued Notes") is hereby amended to change the date referred to in paragraph 2 of each of the Issued Notes from July 30, 2011 to July 30, 2012.

8. All other terms of the Agreement as amended remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed and delivered as of the date first above written.

"Lender"

THE KOSKI FAMILY LIMITED PARTNERSHIP,
a Texas Limited Partnership

By: /s/ Christine L. Koski

Christine L. Koski, Managing General Partner

"Borrower"

ORAGENICS, INC., Florida Corporation

By: /s/ Brian Bohunicky

Brian Bohunicky, Chief Financial Officer



Oragenics, Inc. Announces Second Amendment to Unsecured Revolving Line of Credit to Provide up to \$2.5 MM of Additional Funding

For Immediate Release

Tampa, FL (February 7, 2011) – Florida-based biopharmaceutical company Oragenics, Inc. (OTCBB: ORNI, www.rogenics.com) has announced that on Friday, February 4, 2011 Oragenics, Inc. (the “Company”) entered into a Second Amendment (the “Second Amendment”) to its Unsecured Revolving Line of Credit (the “Credit Facility”) with the Koski Family Limited Partnership (“KFLP”) an accredited investor and the Company’s largest shareholder. The entering into of the Amendment was approved by the Company’s Audit Committee and disinterested directors. As a result of the Second Amendment, the Company will be able to borrow up to an additional \$2.5 million from the KFLP. Future draws under the Credit Facility, as amended, are limited to \$500,000 per month commencing no earlier than March 2011.

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Dr. Frederick Telling, the Company's Chairman, stated, "We are extremely pleased to have the continued support of the KFLP as demonstrated by the additional funding being made available by the Second Amendment to our Credit Facility."

About Oragenics, Inc.

Oragenics is a biopharmaceutical company focused primarily on oral health products and novel antibiotics. Within oral health, Oragenics is developing its pharmaceutical product candidate, SMaRT Replacement Therapy, and also commercializing its oral probiotic product, ProBiora3. Within antibiotics, Oragenics is developing a pharmaceutical candidate, MU1140-S and intends to use its patented, novel organic chemistry platform to create additional antibiotics for therapeutic use.

Safe Harbor Statement: *Under the Private Securities Litigation Reform Act of 1995: This release includes forward-looking statements that reflect the Company's current views with respect to future events and financial performance. These forward-looking statements are based on management's beliefs and assumptions and information currently available. The words "believe," "expect," "anticipate," "intend," "estimate," "project" and similar expressions that do not relate solely to historical matters identify forward-looking statements. Investors should be cautious in relying on forward-looking statements because they are subject to a variety of risks, uncertainties, and other factors that could cause actual results to differ materially from those expressed in any such forward-looking statements. These factors include, but are not limited to those set forth in our most recently filed annual report on Form 10-K and quarterly report on Form 10-Q, and other factors detailed from time to time in filings with the U.S. Securities and Exchange Commission. We expressly disclaim any responsibility to update forward-looking statements.*

MEDIA CONTACT: *For more information about the company, visit www.oralgenics.com or contact Robert Koski at (813) 286-7900.*



Oragenics, Inc. Announces Changes in Management Team and Board of Directors

For Immediate Release

Tampa, FL (February 7, 2011) – Florida-based biopharmaceutical company Oragenics, Inc. (OTCBB: ORNI, www.rogenics.com) has announced that on Friday, February 4, 2011, Dr. Frederick Telling was elected Chairman of the Board of Directors of Oragenics, Inc. The Board of Directors believes that Dr. Telling's long professional experience in the pharmaceutical industry will provide the Company with important guidance and support.

Dr. Telling succeeds Christine Koski, who has served as Chairperson since July 2, 2009, and will remain on the Board. Ms. Koski, who recently became CEO of the operational visibility and scheduling software company nMetric, LLC, stated "I am pleased to have been a part of the Company's development to the point that has justified an industry professional such as Dr. Telling to take this interest in its future."

Prior to Dr. Telling's election as Chairman of the Board, David Hirsch, resigned from the company as Chief Executive Officer, President and director of Oragenics, Inc. effective Friday, February 4, 2011 to pursue other opportunities. Mr. Hirsch initiated this change, and leaves the company on amicable terms.

The vacancy created by Mr. Hirsch's resignation will be filled by Brian Bohunicky during the interim before a new CEO is hired. Mr. Bohunicky, the company's current CFO, will serve as the company's lead executive. During this period, the Board of Directors will provide direction to the company, with Robert Koski acting as its liaison with management. The Board of Directors has begun the process of finding a permanent successor to Mr. Hirsch.

After his resignation, Mr. Hirsch stated "I am very proud of my service to the Company. I remain optimistic about the Company's future, and wish it continued success." Speaking for the Board of Directors, Dr. Telling stated: "David navigated the Company through an extremely difficult period in its history, and has positioned the Company well for its growth in the future. I am certain that Mr. Hirsch will be successful in his future endeavors."

About Orogenics, Inc.

Orogenics is a biopharmaceutical company focused primarily on oral health products and novel antibiotics. Within oral health, Orogenics is commercializing its oral probiotic product, ProBiora3®, and developing its pharmaceutical product candidate, SMaRT Replacement Therapy™. Within antibiotics, Orogenics is developing a pharmaceutical candidate, MU1140-S™ and intends to use its patented, novel organic DPOLT™ platform to create additional antibiotics for therapeutic use.

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MEDIA CONTACT: *For more information about Orogenics' oral care probiotics, visit www.rogenics.com. To schedule an interview with Dr. Hillman, contact Jennifer Zimmons at (212) 317-1400 / jzimmons@cooperglobalcommunications.com.*