

**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: June 29, 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**

Orogenics (the "Company") entered into a Third Amendment (the "Third Amendment") to its Unsecured Revolving Line of Credit (as amended the "Credit Facility") with the Koski Family Limited Partnership ("KFLP") an accredited investor and the Company's largest shareholder. The entering into of the Third Amendment was approved by the Company's Audit Committee and disinterested directors. The Third Amendment increases the available borrowing under the Credit Facility by \$2.0 million from \$5.0 million to \$7.0 million. Future draws of the \$2.0 million in increased availability provided by the Third Amendment to the Credit Facility are limited to \$1,000,000 increments beginning no earlier than August 2011 and October 2011, respectively. All other terms of the Credit Facility remained the same.

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.

On January 24, 2011 the Company entered into a First Amendment to the Credit Facility (to increase the available borrowings 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.

On February 4, 2011 the Company entered into the Second Amendment to the Credit Facility (the "Second Amendment") which (i) increased the available borrowing under the Credit Facility by \$2,500,000 from \$2,500,000 to \$5,000,000 (ii) changed the due date of the amounts outstanding and future borrowings from July 12, 2011 to July 30, 2012 (iii) 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 offering, and (iv) provided 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. Between March and June 2011, the Company borrowed an additional \$2,000,000 under the Credit Facility in \$500,000 monthly increments for its working capital and operational needs.

To date the Company has borrowed an aggregate of \$4,500,000 from the KFLP under the Credit Facility, as amended, and currently has available \$2,500,000 (including the increased availability of \$2,000,000 from the Third Amendment).

A copy of the Third Amendment to the Credit Facility is attached to this report as Exhibit 10.1 and is incorporated herein by reference.

A copy of the June 30, 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 9.01 FINANCIAL INFORMATION AND EXHIBITS****(c) Exhibits.**

<u>Number</u>	<u>Description</u>
10.1	Third Amendment to Unsecured Revolving Credit Agreement between Orogenics and the Koki Family Limited Partnership dated June 29, 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.**
10.4	Second Amendment to Unsecured Revolving Credit Agreement between Orogenics and the Koki Family Limited Partnership dated February 4, 2011.***
99.1	Press Release (regarding Third Amendment to Credit Facility) dated June 30, 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.

\*\*\* Incorporated by reference to Form 8-K filed on February 8, 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 30<sup>th</sup> day of June, 2011.

**ORAGENICS, INC.**  
**(Registrant)**

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

**THIRD 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**".

Date: June 29, 2011

---

**THIRD AMENDMENT TO  
REVOLVING CREDIT AGREEMENT**

**THIS THIRD AMENDMENT to the REVOLVING CREDIT AGREEMENT** (the “**Third Amendment**”) is made and entered into as of the 29<sup>th</sup> day of June, 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, upon and subject to the terms and conditions hereof;

**WHEREAS**, on July 30, 2010, Lender and Borrower entered into the Revolving Credit Agreement (the “Credit Agreement”);

**WHEREAS**, on each of September 13, 2010 and November 8, 2010, Borrower drew down \$1,000,000 under the Credit Agreement and issued notes to Lender in such amounts;

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

**WHEREAS**, on February 4, 2011, Borrower and Lender again amended the Credit Agreement which (i) increased the availability under the Credit Agreement by an additional \$2,500,000 to \$5,000,000; (ii) limited future borrowings to \$500,000 per month and to the first week of any applicable month; (iii) extended the due date of amounts outstanding and subsequently borrowed under the Agreement from July 30, 2011 to July 30, 2012; (iv) included an automatic conversion provision; and (v) provided the KFLP with a put right as to any undrawn availability under certain conditions (the “Second Amendment”);

**WHEREAS**, Borrower subsequently issued notes each month to Lender in the amount of \$500,000 for the months of March, April, May and June 2011; and

**WHEREAS**, Borrower expects to borrow the remaining \$500,000 of funding made available under the Second Amendment in July 2011;

**WHEREAS**, Borrower and Lender hereby seek to enter into this Third Amendment to increase the availability under the Credit Agreement, as amended, by an additional \$2,000,000 to \$7,000,000.

**NOW, THEREFORE**, for and in consideration of 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 \$7,000,000, 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 \$7,000,000, 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, in increments as set forth below but in no event in excess of \$7,000,000 (when considering all draw downs made hereunder). Future draw downs shall be requested within the first week of a month. The draw schedule for the remaining funds available under the Credit Facility, as amended, shall be as follows:

<u>Date</u>	<u>Permitted Draw Amount</u>
No earlier than July 2011	\$ 500,000
No earlier than August 2011	\$ 1,000,000
No earlier than October 2011	\$ 1,000,000

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Third 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 Announces Third Amendment to Unsecured Revolving Line of Credit to Provide up to \$2.0 MM of Additional Funding**

**For Immediate Release:**

**Tampa, FL** (June 30, 2011) - On June 29, 2011, Oragenics, Inc. (OTCBB: ORNI.D [www.rogenics.com](http://www.rogenics.com)), a biopharmaceutical company (the "Company"), entered into a Third Amendment (the "Third Amendment") to its Unsecured Revolving Line of Credit (the "Credit Facility") with the Koski Family Limited Partnership ("KFLP"), the Company's largest shareholder. The Third Amendment increases the available borrowing under the Credit Facility by \$2.0 million from \$5.0 million to \$7.0 million.

Dr. John Bonfiglio, the Company's Chief Executive Officer and President, stated, "We are very pleased to have the support of the KFLP as demonstrated by the additional funding being made available by the Third Amendment to our Credit Facility. While we still had \$500,000 of borrowing availability under the Credit Facility, we believe the additional \$2.0 million of availability will provide us with access to necessary working capital to fund our operations through the end of the year so we can continue to execute on our operational objectives, including continuing to develop the revenue stream from our Evora and ProBiora3 probiotic product lines and enhancing our investor base. Also, the Credit Facility terms continue to enable the Company to seek additional financing since the borrowings under the Credit Facility are subject to conversion at terms agreed upon with any new financing."

The entering into of the Amendment was approved by the Company's Audit Committee and disinterested directors. Future draws of the additional amounts provided under the Third Amendment to the Credit Facility are able to be made in \$1,000,000 increments in August and October 2011.

**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.rogenics.com](http://www.rogenics.com) or contact Brian Bohunicky at (813) 286-7900.

###