

**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: April 19, 2013
(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)

4902 Eisenhower Boulevard, Suite 125
Tampa, FL
(Address of principal executive offices)

33634
(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

On April 19, 2013, Oragenics, Inc. (the “Company”) entered into amendments (the “Fifth Amendments”) to each of its existing exclusive license agreements with University of Florida Research Foundation, Inc. (“UFRF”) for (i) the Antimicrobial Polypeptide, Nucleic Acid and Methods of Use patent (the “MU1140 License Agreement”) and (ii) the Replacement Therapy for Dental Caries patent (the “SMaRT Replacement Therapy License Agreement”).

As a result of the Fifth Amendments, the Company’s annual payments to UFRF on the license agreements would be decreased from \$100,000 to \$20,000 as the Company continues its efforts with respect to the intellectual property covered by the UFRF licenses. The Fifth Amendments: identified the patents covered; lowered the amount of current annual payments the Company was required to make to UFRF from \$50,000 to \$10,000; and removed the requirement of the Company to spend at least \$1.0 million annually on combined research and development. The Company’s obligation to provide a development report to UFRF was revised from bi-annually to annually. In addition, the amount payable to UFRF on all revenue received from sublicensees was increased from 20% to 22%, and additional fees payable to UFRF were added as follows: a new one-time commercialization fee, post-commercialization minimum royalty payments, and a new one-time cumulative royalty payment. The one-time commercialization fee would be due on the first anniversary of first commercial sale and is calculated at \$5,000 per month between May 1, 2013 and the month of the first anniversary of a commercial sale. The post-commercialization minimum royalty payments of \$50,000 annually would be due following payment of a commercialization fee. The one-time additional royalty payment would be due when total cumulative royalties paid to UFRF exceed \$2.0 million, upon which the Company would be obligated to make a one-time additional payment to UFRF of 10% of the total royalties due to UFRF in the calendar year in which cumulative royalties exceeded \$2.0 million.

The foregoing descriptions of the Fifth Amendments to the MU1140 License Agreement and to the SMaRT Replacement Therapy License Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Fifth Amendments, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Fifth Amendment to MU1140 License Agreement dated April 19, 2013.
10.2	Fifth Amendment to Replacement Therapy License Agreement dated April 19, 2013.

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 23rd day of April, 2013.

ORAGENICS, INC.
(Registrant)

BY: /s/ Michael Sullivan

Michael Sullivan
Chief Financial Officer

**FIFTH AMENDMENT TO LICENSE AGREEMENT
UFRF REFERENCE NUMBER A1502**

WHEREAS, the University of Florida Research Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida and having its principal office at 223 Grinter Hall, Gainesville, Florida 32611 U.S.A. (hereinafter referred to as "UFRF"), and Oragenics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4902 Eisenhower Boulevard, Suite 125 Tampa, Florida 33634, (hereinafter referred to as "Licensee") entered into a license agreement effective June 22, 2000 (the "Original License Agreement");

WHEREAS, the Original License Agreement was subsequently amended on September 15, 2000; July 10, 2002; September 25, 2002 and March 17, 2003 (as amended the Original License Agreement is hereinafter referred to as the "License Agreement");

WHEREAS, the parties now wish to further amend the License Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows;

1. The following sections of the License Agreement shall be re-written to read as follows:

Section 1.1 shall be amended to read as follows:

- 1.1. "Licensed Patents" shall refer to and mean the following UFRF intellectual property: United States patent number 5,932,469 and the following foreign patents based on the technology in the '469 patent; Australian patent number 748871, Canadian patent number 2295986, European patent number 1019084 validated in France, Germany, Ireland, Italy, Spain, Sweden and United Kingdom. Additionally, United States patent numbers, 6,964,760, 7,067,125, 6,391,285 and 6,475,771.

Section 2.2.2 was previously amended in the First Amendment to the Original License Agreement, and this section shall be amended to read as follows:

- 2.2.2 In respect to Sublicenses granted by Licensee under Section 2.2.1, in lieu of royalties required under Section 3.3, Licensee shall pay to UFRF an amount equal to twenty two percent (22%) of all revenues received from Sublicensees, including royalties, upfront fees, and milestone payments. License shall not be obligated to pay to UFRF any share of monies received from Sublicenses that are dedicated solely for Development Costs incurred after the Sublicensee payment.

Section 3.1.1 shall be amended to read as follows:

3.1.1 Licensee agrees to and warrants that: it has the expertise necessary to independently evaluate the inventions of the Licensed Patents; it will actively and diligently pursue development to the end that the inventions of the Licensed Patents will be utilized to provide Licensed Products and/or Licensed Processes for sale in the retail market within the Licensed Field; and on an annual basis, before December 31st of each year, will supply UFRF with a detailed written Development Report. All development activities and strategies and all aspects of product design and decisions to market and the like are entirely at the discretion of Licensee, and Licensee shall rely entirely on its own expertise with respect thereto. UFRF's review of Licensee's Development Report is solely to verify the existence of Licensee's commitment to development activity and to ensure compliance with Licensee's obligations to commercialize the inventions of the Licensed Patents, as set forth above. Licensee's Development Reports will be treated as confidential information and will not be shared with a third party without written permission from Licensee.

Section 3.4 Other Payments will be deleted and replaced with the following:

3.4.1 Licensee agrees to pay UFRF Maintenance Fee payments of ten thousand dollars (\$10,000) per year beginning in 2014. The Maintenance Fees shall be paid in advance on a quarterly basis for each year in which this Agreement is in effect. Payments of \$2,500 will be due within thirty (30) days of March 31, June 30, September 30 and December 31 for the following quarter.

3.4.2 The date on which Licensee first sells Licensed Product and/or Licensed Process will be First Commercial Sale. On the first anniversary of First Commercial Sale, Licensee will pay to UFRF a one-time Commercialization Fee calculated as follows: Five thousand dollars (\$5,000) per month for each full month that has elapsed from April 1, 2013 until first anniversary of First Commercial Sale. By way of example; if First Commercial Sale is July 9, 2015, Licensee would pay to UFRF on July 1, 2016 the sum of two hundred and fifty thousand dollars (\$250,000).

3.4.3 In each year following payment of the Commercialization Fee, Licensee will make Minimum Royalty payments of fifty thousand dollars (\$50,000) per year. The Minimum Royalty shall be paid in advance on a quarterly basis for each year in which this Agreement is in effect. The first Minimum Royalty payment, in the amount of \$12,500 shall be made within thirty (30) days of the first December 31 that follows payment of the Commercialization Fee.

3.4.4 When total cumulative royalties paid to UFRF exceed two million dollars (\$2,000,000), Licensee will make a one-time additional payment to UFRF of ten percent (10%) of total royalties due in the calendar year in which cumulative royalties exceeded two million dollars.

Section 13.2 shall be replaced with the following:

Oragenics, Inc.
Attention President
4902 Eisenhower Blvd., Suite 125
Tampa, Florida 33634

Appendix E shall be deleted. For clarification purposes, the obligation to expend at least \$1,000,000 in each calendar year on research, development and regulatory prosecution of the technologies covered by the Licensed Patents and to submit to UFRF an accounting of the amounts expended for the previous calendar year is no longer required as Licensee shall be required to provide a written development report to UFRF as detailed in revised Section 3.1.1 above.

2. The terms and provisions of this Fifth Amendment control, supersede and amend any conflicting terms and provisions contained in the License Agreement. All other provisions of the License Agreement not amended hereby shall remain in full force and effect and unmodified by this Amendment. The parties hereby acknowledge and agree that there are no performance obligations owed or due under the License Agreement from either party to the other party up to and including the date of this Fifth Amendment.

3. This amendment shall be executed in duplicate and shall be referred to as the Fifth Amendment.

**UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.**

ORAGENICS, INC.

By: /s/ David L. Day

By: /s/ John Bonfiglio

Name: David L. Day

Name: John Bonfiglio

Title: Director of Technology Licensing

Title: President

Date: April 19, 2013

Date: April 17, 2013

**FIFTH AMENDMENT TO LICENSE AGREEMENT
UFRF REFERENCE NUMBER A0376**

WHEREAS, the University of Florida Research Foundation, Inc., a not-for-profit corporation duly organized and existing under the laws of the State of Florida and having its principal office at 223 Grinter Hall, Gainesville, Florida 32611 U.S.A. (hereinafter referred to as "UFRF"), and Oragenics, Inc., a corporation duly organized under the laws of the State of Florida, and having its principal office at 4902 Eisenhower Boulevard, Suite 125 Tampa, Florida 33634, (hereinafter referred to as "Licensee") entered into a license agreement effective August 4, 1998 (the "Original License Agreement");

WHEREAS, the Original License Agreement was subsequently amended on September 15, 2000; July 10, 2002; September 25, 2002 and March 17, 2003 (as amended the Original License Agreement is hereinafter referred to as the "License Agreement");

WHEREAS, the parties now wish to further amend the License Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows;

1. The following sections of the License Agreement shall be re-written to read as follows:

Section 1.1 shall be amended to read as follows:

- 1.1. "Licensed Patents" shall refer to and mean the following UFRF intellectual property: The United States Patent Number 5,607,672.

Section 2.2.2 was previously amended in the First Amendment to the Original License Agreement and this section shall be amended to read as follows:

- 2.2.2 In respect to Sublicenses granted by Licensee under Section 2.2.1, in lieu of royalties required under Section 3.3, Licensee shall pay to UFRF an amount equal to twenty two percent (22%) of all revenues received from Sublicensees, including royalties, upfront fees, and milestone payments. License shall not be obligated to pay to UFRF any share of monies received from Sublicenses that are dedicated solely for Development Costs incurred after the Sublicensee payment.

Section 3.1. shall be amended to read as follows:

- 3.1. Licensee agrees to and warrants that: it has the expertise necessary to independently evaluate the inventions of the Licensed Patents; it will actively and diligently pursue development to the end that the inventions of the Licensed Patents will be utilized to provide Licensed Products and/or Licensed Processes for sale in the retail market within

the Licensed Field; and on an annual basis, before December 31st of each year, will supply UFRF with a detailed written Development Report. All development activities and strategies and all aspects of product design and decisions to market and the like are entirely at the discretion of Licensee, and Licensee shall rely entirely on its own expertise with respect thereto. UFRF's review of Licensee's Development Report is solely to verify the existence of Licensee's commitment to development activity and to ensure compliance with Licensee's obligations to commercialize the inventions of the Licensed Patents, as set forth above. Licensee's Development Reports will be treated as confidential information and will not be shared with a third party without written permission from Licensee.

Section 3.5 Other Payments will be deleted and replaced with the following:

3.5.1 Licensee agrees to pay UFRF Maintenance Fee payments of ten thousand dollars (\$10,000) per year beginning in 2014. The Maintenance Fees shall be paid in advance on a quarterly basis for each year in which this Agreement is in effect. Payments of \$2,500 will be due within thirty (30) days of March 31, June 30, September 30 and December 31 for the following quarter.

3.5.2 The date on which Licensee first sells Licensed Product and/or Licensed Process will be First Commercial Sale. On the first anniversary of First Commercial Sale, Licensee will pay to UFRF a one-time Commercialization Fee calculated as follows: Five thousand dollars (\$5,000) per month for each full month that has elapsed from May 1, 2013 until first anniversary of First Commercial Sale. By way of example; if First Commercial Sale is July 9, 2015, Licensee would pay to UFRF on July 1, 2016 the sum of two hundred and fifty thousand dollars (\$250,000).

3.5.3 In each year following payment of the Commercialization Fee, Licensee will make Minimum Royalty payments of fifty thousand dollars (\$50,000) per year. The Minimum Royalty shall be paid in advance on a quarterly basis for each year in which this Agreement is in effect. The first Minimum Royalty payment, in the amount of \$12,500 shall be made within thirty (30) days of the first December 31 that follows payment of the Commercialization Fee.

3.5.4 When total cumulative royalties paid to UFRF exceed two million dollars (\$2,000,000), Licensee will make a one-time additional payment to UFRF of ten percent (10%) of total royalties due in the calendar year in which cumulative royalties exceeded two million dollars.

Section 13.2 shall be replaced with the following:

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Appendix E shall be deleted. For clarification purposes, the obligation to expend at least \$1,000,000 in each calendar year on research, development and regulatory prosecution of the technologies covered by the Licensed Patents and to submit to UFRF an accounting of the amounts expended for the previous calendar year is no longer required as Licensee shall be required to provide a written development report to UFRF as detailed in revised Section 3.1.1 above.

2. The terms and provisions of this Fifth Amendment control, supersede and amend any conflicting terms and provisions contained in the License Agreement. All other provisions of the License Agreement not amended hereby shall remain in full force and effect and unmodified by this Amendment. The parties hereby acknowledge and agree that there are no performance obligations owed or due under the License Agreement from either party to the other party up to and including the date of this Fifth Amendment.

3. This amendment shall be executed in duplicate and shall be referred to as the Fifth Amendment.

**UNIVERSITY OF FLORIDA
RESEARCH FOUNDATION, INC.**

ORAGENICS, INC.

By: /s/ David L. Day

By: /s/ John Bonfiglio

Name: David L. Day

Name: John Bonfiglio

Title: Director of Technology Licensing

Title: President

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