

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 31, 2011

**BioZone Pharmaceuticals, Inc.**

(Exact Name Of Registrant As Specified In Its Charter)

Nevada

(State or Other Jurisdiction of Incorporation)

333-146182

(Commission File Number)

20-5978559

(I.R.S. Employer Identification No.)

550 Sylvan Avenue, Suite 101, Englewood Cliffs, NJ

(Address of Principal Executive Offices)

07632

(Zip Code)

(201) 608-5101

(Registrant's Telephone Number, Including Area Code)

(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 (see General Instruction A.2. below):

- 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))
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**Item 3.02. Unregistered Sales of Equity Securities.**

On November 3, 2011, BioZone Pharmaceuticals, Inc. (the "Company") issued 455,000 shares of its common stock, par value \$0.001 per share, at a purchase price of \$1.00 per share pursuant to subscription agreements entered into on October 31, 2011 and November 1, 2011. The shares were issued to an accredited investor in reliance upon the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated by the Securities and Exchange Commission thereunder.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Subscription Agreement

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

BioZone Pharmaceuticals, Inc.

Date: November 4, 2011

By: /s/ Elliot Maza  
Name: Elliot Maza  
Title: Chief Executive Officer and CFO

## SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT (this “**Agreement**”) made as of October [ ], 2011 between BioZone Pharmaceuticals, Inc., a Delaware corporation (the “**Company**”) and each of the Subscribers identified on the signature pages hereto (including their respective successors and assigns, each a “**Subscriber**,” and collectively, the “**Subscribers**”).

### WITNESSETH:

WHEREAS, the Company is offering (the “**Offering**”) in a private placement to “accredited investors” (as defined below) up to 500,000 shares of Common Stock, \$.001 par value, of the Company (the “**Shares**”) at a purchase price of \$1.00 per share (the “**Purchase Price**”);

WHEREAS, the Subscribers desire to participate in the Offering and purchase that number of Shares set forth on the signature page hereof on the terms and conditions hereinafter set forth and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations and covenants hereinafter set forth, the parties hereto agree as follows:

#### I. SUBSCRIPTION FOR SHARES.

1.1 Subject to the terms and conditions hereinafter set forth, the Company will sell and issue to each of the Subscribers and each of the Subscribers will purchase the number of Shares set forth opposite such Subscriber’s name on the signature page hereto for the purchase price of \$1.00 per Share. The Company’s agreement with each of the Subscribers is a separate agreement and the sale of Shares to each of the Subscribers is a separate sale.

1.2 The Company shall deliver to each of the Subscribers a certificate for the number of Shares in the amount being purchased by such Subscriber, registered in the name of such Subscriber against payment to the Company of the Purchase Price. The Subscriber hereby authorizes and directs the Company to deliver the Shares to be issued to the Subscriber pursuant to this Agreement directly to the residential or business address indicated on the signature page hereto.

#### II. REPRESENTATIONS BY SUBSCRIBERS.

Each of the Subscribers severally represents and warrants to the Company as follows:

2.1 The Subscriber acknowledges and agrees that in the event that the Subscriber previously subscribed for Shares and executed a Subscription Agreement in connection therewith, this Agreement supersedes such Subscription Agreement and any funds currently being held in an escrow account in connection therewith shall be used as payment of the Purchase Price in accordance with the terms and conditions of this Agreement.

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2.2 The Subscriber acknowledges and agrees that, in connection with some or all of the Offering, the Company may engage a placement agent (the “**Placement Agent**”) to assist with the sale of the Shares and that the Placement Agent may receive certain compensation and fees from the gross proceeds received by the Company in connection with the Offering and warrants to purchase Common Stock.

2.3 The Subscriber recognizes that the purchase of the Shares involves a high degree of risk in that (i) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company; (ii) the Subscriber may not be able to liquidate its investment; (iii) transferability of the Shares is extremely limited; and (iv) in the event of a disposition, the Subscriber could sustain the loss of its entire investment.

2.4 The Subscriber represents that the Subscriber is an “**accredited investor**” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the “Act”), and that the Subscriber is able to bear the economic risk and illiquidity of an investment in the Shares.

2.5 The Subscriber hereby acknowledges and represents that (i) the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or that the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors to evaluate the merits and risks of such an investment on the Subscriber’s behalf; (ii) the Subscriber recognizes the highly speculative nature of an investment in the Shares; and (iii) the Subscriber is able to bear the economic risk and illiquidity which the Subscriber assumes by investing in the Shares.

2.6 The Subscriber (i) hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know; (ii) has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the terms and conditions of the Shares; and (iii) has received any additional information which the Subscriber has requested.

2.7 (a) To the extent necessary, the Subscriber has retained, at its own expense, and relied upon the advice of appropriate professionals regarding the investment, tax and legal merits and consequences of this Agreement and its purchase of the Shares hereunder.

(b) The Subscriber covenants that no Shares were offered or sold to it by means of any form of general solicitation or general advertising, and in connection therewith the Subscriber did not (i) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit or generally available; or (ii) attend any seminar, meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising.

2.8 The Subscriber hereby acknowledges that the sale of Shares has not been reviewed by the United States Shares and Exchange Commission (the "SEC") because of the Company's representations that this sale of Shares is intended to be exempt from the registration requirements of Section 5 of the Act pursuant to Sections 3(b), 4(2) and 4(6) thereof and Regulation D promulgated under the Act. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Shares for the Subscriber's own account for investment and not with a view toward the resale or distribution thereof to others. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Shares unless they are registered under the Act or unless an exemption from such registration is available.

2.9 The Subscriber understands and hereby acknowledges that the Shares it is purchasing are characterized as "restricted securities" under federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Act only in certain limited circumstances. In this connection, Subscriber represents that it is familiar with Rule 144 promulgated under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

2.10 The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Shares under the Act or any state securities or "blue sky" laws. The Subscriber consents that the Company may, if it desires, permit the transfer of the Shares out of the Subscriber's name only when the Subscriber's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state "blue sky" laws.

2.11 The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Shares indicating that such Shares have not been registered under the Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records and issue "stop transfer" instructions to its transfer agent with respect to the restrictions on the transferability of such Shares.

2.12 The Subscriber represents that the Subscriber has full power and authority (corporate, statutory and otherwise) to execute and deliver this Agreement and to purchase the Shares subscribed for hereby. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

2.13 The Subscriber, whose name appears on the signature line below, shall be the beneficial owner of the Shares for which such Subscriber subscribes.

### III. PIGGYBACK REGISTRATION.

3.1 Notice of Piggyback Registration and Inclusion of Registrable Securities. Subject to the terms of this Agreement, in the event the Company decides to register any of its Common Stock (either for its own account or the account of a security holder), other than pursuant to a Registration Statement which exclusively relates to the registration of securities under an employee stock option, purchase, bonus or other benefit plan, then for so long as the Subscriber holds Shares, the Company will: (1) promptly give the Subscriber written notice thereof (which shall include a list of the jurisdictions in which the Company intends to attempt to qualify such securities under the applicable Blue Sky or other state securities laws) and (2) include in such registration (and any related qualification under Blue Sky laws or other compliance), and in any underwriting involved therein, all the Shares specified in a written request delivered to the Company by the Subscriber within 10 days after delivery of such written notice from the Company.

### IV MISCELLANEOUS

4.1 The Subscriber hereby agrees to indemnify the Company and hold it harmless from and against any and all losses, damages, liabilities, costs and expenses which it may sustain or incur in connection with the breach by the Subscriber of any representation, warranty or covenant made by the Subscriber.

4.2 This Agreement shall not be changed, modified or amended except by a writing signed by the parties to be charged, and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the party to be charged.

4.3 Upon the execution and delivery of this Agreement by the Subscriber, this Agreement shall become a binding obligation of the Subscriber with respect to the purchase of the Shares as herein provided, subject to acceptance by the Company.

4.4 Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of law.

4.5 All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail, return receipt requested, postage prepaid, as follows:

(a) If to the Company, to BioZone Pharmaceuticals, Inc., 550 Sylvan Avenue, Suite 101, Englewood Cliffs, NJ 07632 Attention: Elliot Maza, Chief Executive Officer, or to such other address as the Company or the undersigned shall have designated to the other by like notice.

(b) If to a Subscriber, at his, her or its address set forth on the signature page hereto, or at such other address or addresses as may have been furnished to the Company in writing by such Subscriber.

The holding of any provision of this Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Agreement, which shall remain in full force and effect. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provisions shall be deemed dependent upon any other covenant or provision unless so expressed herein.

4.6 It is agreed that a waiver by any party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

4.7 The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

4.8 This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

4.9 Any pronoun herein shall include all genders and/or the plural or singular as appropriate from the context.

**[The remainder of this page is intentionally left blank.]**



SUBSCRIBER COUNTERPART SIGNATURE PAGE TO  
SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this agreement on the date set forth below.

**SUBSCRIBER**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_, 2011

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

SSN or Tax ID #: \_\_\_\_\_

**Aggregate Purchase Price:** **\$ 80,000**

**Divided by Purchase Price Per Share:** , \$1.00

**Equals Number of Shares:** = **80,000**

**Name in which securities should be issued:**

**Anesta Management Ltd**

Address:

\_\_\_\_\_

\_\_\_\_\_

**Address to which securities should be sent:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY COUNTERPART SIGNATURE PAGE TO  
SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of the date first written above.

BIOZONE PHARMACEUTICALS, INC

By: \_\_\_\_\_  
Elliot Maza  
Chief Executive Officer and CFO