
**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 (Date of earliest event reported): **June 10, 2016**

BONE BIOLOGICS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-53078
(Commission
File Number)

42-1743430
(IRS Employer
Identification No.)

321 Columbus Ave.
Boston, MA
(Address of principal executive offices)

02116
(Zip Code)

Registrant's telephone number, including area code: **(732) 661-2224**

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 1.01. Entry into a Material Definitive Agreement.

Effective June 10, 2016, Bone Biologics Corporation (the “ **Company** ”) entered into the Tenth Amendment to the License Agreement (the “ **Tenth Amendment** ”) with The Regents of the University of California (the “ **Regents** ”). Under the License Agreement, as amended, the Company is responsible for the development and commercialization for Nell-1 (the “ **Licensed Product** ”). The Licensed Product is a recombinant human protein growth factor that is essential for normal bone development. Under the terms of the License Agreement, the Regents have previously granted the Company exclusive rights to develop and commercialize the Licensed Product for use in spinal fusions (the “ **Initial Field of Use** ”).

The Tenth Amendment grants to the Company an exclusive right to negotiate the expansion of the Initial Field of Use to include treatment of osteoporosis (the “Option”). The term of the Option is for one year commencing June 3, 2016. The Company may exercise the Option by providing notice after completion of certain diligence milestones set forth in the Tenth Amendment. Upon exercise, the Company and the Regents will negotiate in good faith the terms and conditions of an agreement.

The foregoing description of the Tenth Amendment does not purport to be complete, and is qualified in its entirety by reference to the full text of the Tenth Amendment, which is filed as an exhibit to this report and incorporated herein by reference.

Item 8.01 Other Events

On June 14, 2016, the Company issued a press release regarding the Tenth Amendment.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

There is filed as part of this report the exhibit listed on the accompanying Index to Exhibits, which information is incorporated herein by reference.

Exhibit No.	Description
10.1	Tenth Amendment, dated June 3, 2016, by and between the Company and The Regents of the University of California
99.1	Press Release dated June 14, 2016 relating to the Tenth Amendment

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 14, 2016

Bone Biologics Corporation

By: /s/ STEPHEN R. LANEVE

Name: Stephen R. LaNeve

Title: Chief Executive Officer

Index to Exhibits

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10.1	Tenth Amendment, dated June 3, 2016, by and between the Company and The Regents of the University of California
99.1	Press Release dated June 14, 2016 relating to the Tenth Amendment

TENTH AMENDMENT TO THE LICENSE AGREEMENT

UC Control Number 2006-03-0536

THIS TENTH AMENDMENT (the “**Tenth Amendment**”), dated June 3, 2016 (the “**Tenth Amendment’s Effective Date**”), is made by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** (“**The Regents**”), a California corporation having its statewide administrative offices at IIII Franklin Street, 12th Floor, Oakland, California 94607-5200, acting through the offices of The University of California, Los Angeles located at **11000 Kinross Avenue, Suite #200, Los Angeles, CA 90095-1406** and **BONE BIOLOGICS CORPORATION** (“**Licensee**”) having a principal place of business at **321 Columbus Avenue, Boston, MA 02116** and amends the Exclusive License Agreement with Licensee, dated March 15, 2006 with UC Agreement Control Number 2006-03-0536 as amended by the First Amendment dated September 1, 2007 with UC Control Number 2006-03-0536F, as further amended by the Second Amendment dated May 29, 2008 with UC Control Number 2006-03-0536I, as further amended by the Third Amendment dated December 4, 2008 with UC Control Number 2006-03-0536K, as further amended by the Fourth Amendment dated August 19, 2009 with UC Control Number 2006-03-0536M, as further amended by the Fifth Amendment dated January 11, 2011 with UC Control Number 2006-03-0536T, as further amended by the Sixth Amendment dated August 18, 2011 with UC Control Number 2006-03-0536V, as further amended by the Seventh Amendment dated August 7, 2012 with UC Control Number 2006-03-0536W, as further amended by the Eighth Amendment dated October 22, 2013 with UC Control Number 2006-03-0536Y, as further amended by the Ninth Amendment dated December 22, 2015 with UC Control Number 2006-03-0356 R-29 (collectively, the “**License Agreement**”) in accordance with the terms and conditions of this Tenth Amendment.

RECITALS

WHEREAS, Licensee desires to obtain an exclusive time-limited right to negotiate in good faith the terms of expanding the Field of Use of the License Agreement to include treatment of osteoporosis by systemic administration;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, and agreements hereinafter set forth, all parties to this Tenth Amendment mutually agree to amend the License Agreement as follows:

1. **ADD** the following **PARAGRAPH 2.5** to **ARTICLE 2 (GRANT)** of the License Agreement:

“2.5 The Regents hereby grants to Licensee an exclusive, time-limited right to negotiate in good faith the expansion of the Field of Use definition of the License Agreement to include treatment of Osteoporosis (the “**Option**”). The term of the Option (the “**Option Term**”) will be for a period of one (1) year commencing from the Tenth Amendment Effective Date. Licensee may exercise the Option by providing written notice to The Regents after completion of the diligence milestones outlined in this Section 2.5, declaring its intent to exercise the Option to negotiate the expansion of the Field of Use to include Osteoporosis. If Licensee elects to exercise the Option, the parties agree to negotiate in good faith the terms and conditions for a period not to exceed three (3) months from the date of Licensee’s exercise of the Option (the “**Negotiation Period**”). The Negotiation Period may be extended upon mutual written agreement of the parties. If, despite the parties’ good faith negotiation, such expansion of the Field of Use is not concluded within the Negotiation Period, neither party will have any further obligations to the other with respect to such Field of Use expansion.

During the Option Term, Licensee will achieve the following diligence milestones:

- 2.5a Prepare and deliver to The Regents investor documents outlining strategic plan for development of the Osteoporosis indication;
- 2.5b Conduct meetings (in person or by telephone) with minimum five (5) prospective corporate partners (e.g. pharmaceutical companies, biotechnology companies and medical device companies); and
- 2.5c Initiate large animal (e.g. sheep) pilot testing of NELL-I in the spinal fusion Field of Use.

In the event Licensee is unable to complete all of the milestones outlined in the above during the Option Term, The Regents will not be obligated to negotiate or enter into the expansion of the Field of Use definition of the License Agreement.”

2. In the event the Field of Use of the License Agreement is expanded per this Tenth Amendment:

2.1 **ADD** the following **PARAGRAPH 1.18** to **ARTICLE 1 (DEFINITIONS)** of the License Agreement:

“1.18 “ **Osteoporosis** ” means thinning of the bones, with reduction in bone mass, due to depletion of calcium and bone protein.”

2.2 **DELETE** the Field of Use defined in **PARAGRAPH 1.4** in **ARTICLE 1 (DEFINITIONS)** of the License Agreement in its entirety and **REPLACE** with the following:

“1.4 The “ **Field of Use** ” means use in spinal fusion by local administration and Osteoporosis, and excludes use in cartilage and all other indications.”

In Consideration for this Tenth Amendment, Licensee agrees to pay to The Regents **Five Thousand Dollars (\$5,000.00)** . If Licensee fails to make such payment within thirty (30) days of the Tenth Amendment’s Effective Date, The Regents shall have the right, but not the obligation, to terminate this Tenth Amendment in its entirety by providing written notice to Licensee. All other terms and conditions of the License Agreement remain the same.

This Tenth Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the Parties will have the same legal validity as original signatures.

IN WITNESS WHEREOF, the parties have executed this Tenth Amendment by their duly authorized representatives for good and valuable consideration.

BONE BIOLOGICS CORPORATION

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Stephen R. LaNeve

Name: Benjamin Dibling

Title: Chief Executive Officer

Title: Sr. Associate Director of Licensing

Date: June 6, 2016

Date: _____

Bone Biologics Announces Signing of Option to License Revolutionary Bone Growth Factor Nell-1 from UCLA for Use in Osteoporosis

Exercise of the Option Would Expand Bone Biologics' Exclusive Rights for Nell-1 Beyond Spinal Fusion

BOSTON, June 14, 2016 / — Bone Biologics (OTCQB: BBLG), an orthobiologic company focused on regenerative medicine, announced today the signing of an option agreement with UCLA, for an opportunity to exclusively license the use of the revolutionary bone growth factor Nell-1 in the treatment of osteoporosis.

Currently, Bone Biologics is funding the development and formulation of a Nell-1-based product for use as a bone graft substitute focused on bone regeneration in spinal fusion procedures, also under exclusive license from UCLA. Nell-1 has already demonstrated a unique ability to form bone in a targeted fashion with a significantly greater safety profile, making it a significantly more attractive treatment modality than other bone growth factors and implanted devices.

The debilitating condition of osteoporosis, the severe loss of bone mass that puts sufferers at increased risk of bone fractures, is currently treated with drugs. The market for osteoporosis therapies is estimated at over \$11bn globally. While most therapies only help prevent further bone loss by inhibiting the osteoclasts, Nell-1 works by inducing the osteoblasts. Competing drugs are expensive, and require daily injections.

Steve La Neve, CEO and President of Bone Biologics, noted, “We believe that Nell-1 may have significant advantages over currently-available osteoporosis therapies. We intend to meet the requirements that would allow Bone Biologics to exercise the option to become the exclusive licensee for the use of Nell-1 for osteoporosis therapy. These requirements include the demonstration of Nell-1’s ability to target multi-billion-dollar target markets in osteoporosis and the demonstration of efficacy in animals. Given the development path we are taking with Nell-1 in the spinal fusion market, we expect to be able to build on that experience as we seek an opportunity to develop Nell-1 for osteoporosis.”

About Bone Biologics

Bone Biologics (OTCQB:BBLG) was founded to pursue regenerative medicine for bone.

Bone Biologics Corporation is undertaking groundbreaking work with the three founders and select strategic partners, building on unprecedented research on the Nell-1 molecule that has produced a significant number of studies and publications in peer reviewed scientific literature.

Bone Biologics is currently focusing its development efforts for its bone graft substitute product on bone regeneration in spinal fusion. Nell-1 is a recombinant human protein growth factor that is essential for normal bone development.

For more information, please visit the company’s website at www.bonebiologics.com.

Bone Biologics trades on the OTCQB venture stage marketplace for early stage and developing U.S. and international companies. OTCQB companies are current in their reporting and undergo an annual verification and management certification process. Investors can find Real-Time quotes and market information for the company on www.otcmarkets.com.

Forward-Looking Statements

This press release contains forward-looking statements that reflect the Company's current beliefs, expectations or intentions regarding future events. Any statements contained in this press release that are not statements of historical fact may be deemed forward-looking statements. Words such as "will," "will be," "anticipate," "predict," "continue," "future," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, the Company's expectations with respect to trading in the Company's common stock on the OTC Bulletin Board; the next phase of the Company's development and testing work; the Company's expectation about moving its technology forward and setting the stage for future growth and enhanced shareholder value; and the future need for regenerative bone solutions. All forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements, many of which are generally outside the control of the Company and are difficult to predict. Examples of such risks and uncertainties include, but are not limited to: future revenues, expenditures, capital or other funding requirements, the adequacy of the Company's current cash and working capital to fund present and planned operations and financing needs, expansion of and demand for product offerings, and the growth of the Company's business and operations through acquisitions or otherwise, as well as future economic and other conditions both generally and in the Company's specific geographic and product markets. Additional factors that could cause actual results to differ materially from those expressed or implied in the forward-looking statements can be found in the most recent current report on Form 10-K, filed with the Securities and Exchange Commission on March 28, 2015 and Form 10-Q, filed with the Securities and Exchange Commission on May 13, 2016. The Company anticipates that subsequent events and developments may cause their views and expectations to change. The Company assumes no obligation, and they specifically disclaim any intention or obligation, to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Contacts

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