

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended: August 31, 2015

OR

**TRANSACTION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 333-168413

**ECOSCIENCES, INC.**

(Exact Name of Registrant as Specified in Its Charter)

Nevada

(State of Other Jurisdiction of  
Incorporation or Organization)

27-2692640

(I.R.S. Employer  
Identification Number)

420 Jericho Turnpike, Suite 110  
Jericho, NY 11753

(Address of Principal Executive Offices)

11753

(Zip Code)

(516) 465-3964

(Registrant's Telephone Number, Including Area Code)

With a copy to:

Philip Magri, Esq.  
Magri Law, LLC  
2642 NE 9th Avenue  
Fort Lauderdale, FL 33334  
T: (646) 502-5900  
F: (646) 826-9200  
pmagri@magrilaw.com  
www.SEClawyerFL.com

N/A

(Former Name, Former Address and Former Fiscal Year, If Changed Since Last Report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

**APPLICABLE ONLY TO CORPORATE ISSUERS:**

Indicate the number of shares outstanding of each of the issuer's classes of Common Stock, as of the latest practicable date. As of November 9, 2015, there were 101,751,500 shares of Common Stock, \$0.0001 par value per share, issued and outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

Ecosciences, Inc.  
Condensed Consolidated Financial Statements  
(Unaudited)

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**Ecosciences, Inc.**  
**Condensed Consolidated Balance Sheets**  
**(Unaudited)**

	August 31, 2015	May 31, 2015
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash	\$ 653	\$ 381
Accounts receivable - net	2,438	3,371
Inventory	2,684	2,772
Prepaid expenses	1,050	1,537
<b>Total Assets</b>	<b>\$ 6,825</b>	<b>\$ 8,061</b>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIT</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 172,705	\$ 141,711
Accrued liabilities	84,298	22,439
Due to related party	19,400	10,600
Notes payable	245,428	238,232
Convertible notes payable	6,177	6,177
<b>Total Liabilities</b>	<b>528,008</b>	<b>419,159</b>
<b>Stockholders' Deficit</b>		
Preferred Stock 50,000,000 shares authorized, \$0.0001 par value;		
Series A Redeemable and Convertible Preferred Stock 1,468,630 shares issued and outstanding	147	147
Series B Preferred Stock 200,000 shares issued and outstanding	20	20
Series C Redeemable and Convertible Preferred Stock 4,700,000 shares issued and outstanding	470	470
Series D Convertible Preferred Stock 610,000 shares issued and outstanding (May 31, 2015 – 0 shares)	61	–
Common Stock 500,000,000 shares authorized, \$0.0001 par value; 101,751,500 shares issued and outstanding	10,175	10,175
Additional Paid-in Capital	83,969	23,030
<b>Deficit</b>	<b>(616,025)</b>	<b>(444,940)</b>
<b>Total Stockholders' Deficit</b>	<b>(521,183)</b>	<b>(411,098)</b>
<b>Total Liabilities and Stockholders' Deficit</b>	<b>\$ 6,825</b>	<b>\$ 8,061</b>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**

	Three Months Ended August 31, 2015	Three Months Ended August 31, 2014
Revenue	\$ 3,354	\$ 3,225
Cost of sales	(2,421)	(1,595)
Gross Profit	<u>933</u>	<u>1,630</u>
Expenses		
General and administrative	69,390	11,106
Professional fees	97,500	25,280
Total Expenses	<u>166,890</u>	<u>36,386</u>
Net Loss Before Other Expenses	(165,957)	(34,756)
Other Expenses		
Interest expense	<u>(5,128)</u>	<u>(3,428)</u>
Net Loss	<u>\$ (171,085)</u>	<u>\$ (38,184)</u>
Net Loss Per Share	<u>\$ -</u>	<u>\$ -</u>
Weighted-average Common Shares Outstanding - Basic and Diluted	<u>101,751,500</u>	<u>336,751,500</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Condensed Consolidated Statements of Cash Flows**  
**(Unaudited)**

	Three Months Ended August 31, 2015	Three Months Ended August 31, 2014
<b>Cash Flows from Operating Activities</b>		
Net loss	\$ (171,085)	\$ (38,184)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation	61,000	-
Changes in operating assets and liabilities:		
Accounts receivable	933	(3,004)
Inventory	88	(402)
Prepaid expenses	487	-
Accounts payable	30,994	4,379
Accrued liabilities	61,859	3,429
Due to related party	8,500	-
<b>Net Cash Used in Operating Activities</b>	<b>(7,224)</b>	<b>(33,782)</b>
<b>Cash Flows from Financing Activities</b>		
Advances from related party	300	300
Proceeds from notes payable	7,196	77,500
Redemption of Series A redeemable preferred stock	-	(50,000)
<b>Net Cash Provided by Financing Activities</b>	<b>7,496</b>	<b>27,800</b>
<b>Change in Cash</b>	<b>272</b>	<b>(5,982)</b>
Cash - Beginning of Period	381	19,238
Cash - End of Period	\$ 653	\$ 13,256
<b>Supplemental Disclosures of Cash Flow Information:</b>		
Interest paid	\$ -	\$ -
Income taxes paid	\$ -	\$ -

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**Ecosciences, Inc.**  
**Notes to the Unaudited Condensed Consolidated Financial Statements**

1. Nature of Operations

Ecosciences, Inc. (the "Company") was incorporated in the State of Nevada on May 26, 2010. The Company's principal business is focused on the development, production and sale of environmentally focused wastewater products. It currently produces organic tablets and powders to be used regularly and in lieu of harmful chemical cleaning products in grease trap and septic tank systems. The Company intends to generate revenue through the sale of tablets and powders to domestic and international customers in the food and sanitation industries as well as residential consumers.

The accompanying unaudited condensed consolidated financial statements of the Company should be read in conjunction with the financial statements and accompanying notes filed with the U.S. Securities and Exchange Commission in the Company's Annual Report on Form 10-K for the fiscal year ended May 31, 2015. In the opinion of management, the accompanying unaudited condensed consolidated financial statements reflect all adjustments of a recurring nature considered necessary to present fairly the Company's financial position and the results of its operations and its cash flows for the periods shown.

The preparation of unaudited condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported. Actual results could differ materially from those estimates. The results of operations and cash flows for the periods shown are not necessarily indicative of the results to be expected for the full year.

2. Going Concern

These unaudited consolidated financial statements have been prepared on a going concern basis, which implies that the Company will continue to realize its assets and discharge its liabilities in the normal course of business. The Company has not generated significant revenue since inception and has not generated significant earnings. The continuation of the Company as a going concern is dependent upon the continued financial support from its shareholders, the ability of the Company to obtain necessary equity financing to continue operations, and the attainment of profitable operations. As of August 31, 2015, the Company has accumulated losses of \$616,025 and a working capital deficit of \$521,183. These factors raise substantial doubt regarding the Company's ability to continue as a going concern. These financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

3. Inventory

Inventory consists of the following:

	<u>August 31, 2015</u>	<u>May 31, 2015</u>
Raw Materials	\$ 178	\$ 34
Finished Goods	1,503	1,882
Packaging Supplies	<u>1,003</u>	<u>856</u>
Total	<u>\$ 2,684</u>	<u>\$ 2,772</u>

4. Related Party Transactions

- a) During the three months ended August 31, 2015, the Company incurred management services fees of \$17,800 (2014 - \$nil) to the President of the Company, of which \$10,000 was for issuing 100,000 shares of the Company's Series D convertible preferred stock at \$0.10 per share upon execution of the Management Services Agreement referred to in Note 8 (a).
- b) At August 31, 2015 and May 31, 2015, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$19,400 and \$10,600, respectively. The amount is unsecured, non-interest bearing and due on demand.



**Ecosciences, Inc.**  
**Notes to the Unaudited Condensed Consolidated Financial Statements**

5. Notes Payable

Notes payable consist of the following:	August 31, 2015	May 31, 2015
a) Notes payable that are unsecured, non-guaranteed, non-interest bearing and due on demand.	\$ 6,928	\$ 3,732
b) Note payable which is unsecured, non-guaranteed, and non-interest bearing. The note is due one year following the borrowing date.	8,000	8,000
c) Note payable which is unsecured, non-guaranteed, and bears interest at 10% per annum. The note is due 60 days following demand. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$4,773 and \$4,268, respectively.	20,000	20,000
d) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$16,831 and \$13,164, respectively.	170,000*	170,000*
e) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$203 and \$152, respectively.	2,500	2,500
f) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$552 and \$250, respectively.	15,000	15,000
g) Note payable which is unsecured, non-guaranteed, and bears interest at 8% per annum. The note is due one year following the borrowing date. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$585 and \$137, respectively.	23,000	19,000
	\$ 245,428	\$ 238,232

\* On May 9, 2014, the Company entered into a Master Loan Agreement (the "Loan Agreement"), whereby the lender agreed, from time to time, to purchase from the Company one or more Promissory Notes for the account of the Company, provided, however, that the aggregate principal amount of all Promissory Notes then outstanding shall not exceed \$500,000 and that no Event of Default has occurred and remains uncured. Amounts borrowed under the Loan Agreement are evidenced by an unsecured, non-recourse Promissory Note, bearing interest at a rate of 8% per annum, maturing on the first anniversary date thereof, and may be prepaid by the Company before the maturity date. Amounts borrowed under the Loan Agreement and repaid or prepaid may not be re-borrowed. The Loan Agreement will automatically terminate and be of no further force and effect upon the earlier to occur of (i) the satisfaction of all indebtedness, including the promissory notes and any additional indebtedness issued thereafter, between the Company and the lender and (ii) written termination notice is delivered by the Company or the lender to the other party. Two notes matured in May 2015 and were not repaid. Therefore, under the default terms of the Loan Agreement, all remaining promissory notes immediately become due and payable.

6. Convertible Notes Payable

a) On December 22, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of \$4,000. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of common stock at a conversion price equal to \$0.01 per share. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$1,477 and \$1,376, respectively. At August 31, 2015, and May 31, 2015, the balance owing on the two Notes was \$4,000.

**Ecosciences, Inc.**  
**Notes to the Unaudited Condensed Consolidated Financial Statements**

6. Convertible Notes Payable (continued)

- b) On December 22, 2011, the Company entered into a Convertible Promissory Note agreement for \$10,000. The Note bears interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price equal to \$0.01 per share. In addition, as a condition precedent to the right to convert the debt to common stock of the Company, the holder must purchase 3,000,000 shares of common stock at \$0.01 per share. No payment of principal or interest have been made during the three months ended August 31, 2015. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$278 and \$249, respectively. At August 31, 2015, and May 31, 2015, the balance owing on the Note was \$1,177.
- c) On December 28, 2011, the Company entered into a Convertible Promissory Note agreement for \$1,000. The Note bears interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreement, the Note is convertible into shares of common stock at a conversion price equal to \$0.001 per share. At August 31, 2015, and May 31, 2015, the Company owed accrued interest of \$368 and \$342, respectively. At August 31, 2015, and May 31, 2015, the balance owing on the Note was \$1,000.

7. Preferred Stock

- a) On June 4, 2015, the Company filed a Certificate of Amendment (the "Amendment") to its Certificate of Designation for the Company's Series C convertible preferred stock originally filed with the Secretary of State of Nevada on April 20, 2015. Pursuant to the Amendment, the Company increased the number of shares of common stock issuable upon the conversion of each share of Series C preferred stock from 10 shares to 12 shares but also added the restriction that the holder has to wait until the one year anniversary date of issuance before the holder can elect to convert. Also, the Company removed the right of the holder to elect to have any portion of the shares be repurchased by the Company at \$0.10 per share, and amended the voting rights to increase the voting equivalency of each share of Series C preferred stock from 10 shares to 12 shares of common stock.
- b) On June 4, 2015, the Company designated 10,000,000 shares of preferred stock as Series D convertible preferred stock. The holders of the Series D convertible preferred stock may elect to convert their shares at any time and from time to time and after the first year anniversary of the issue date. Each share of Series D convertible preferred stock is convertible into 10 shares of common stock of the Company; provided, however, that the holder is prohibited from converting such number of shares of Series D convertible preferred stock that would result in the stockholder beneficially owning more than 4.99% of the common stock of the Company. The holders of the Series D convertible preferred stock shall be entitled to a number of votes equal to the number of shares of common stock into which the Series D shares held are convertible.
- c) On June 4, 2015, upon execution of the Management Services Agreement referred to in Note 8 (a), the Company issued 100,000 shares of the Series D convertible preferred stock to the President of the Company at \$0.10 per share in exchange for management services.
- d) On June 4, 2015, upon execution of the Services Agreements referred to in Note 8 (b), the Company issued 400,000 shares of the Series D convertible preferred stock to persons or companies at \$0.10 per share in exchange for services.
- e) On June 11, 2015, upon execution of the Services Agreements referred to in Notes 8 (d) and (e), the Company issued 110,000 shares of the Series D convertible preferred stock to persons or companies at \$0.10 per share in exchange for services.

8. Commitments

- a) On June 4, 2015, the Company entered into a Management Services Agreement with the President, CEO, Secretary and Treasurer of the Company. In consideration for his services, the Company has agreed to pay \$31,200 per year, accruing in equal monthly increments of \$2,600, and to issue an aggregate of 1,000,000 shares of the Company's Series D convertible preferred stock, of which 100,000 shares were issued upon the execution of the Management Services Agreement, and the remaining 900,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Management Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The term of the Management Services Agreement is for one year, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing.

**Ecosciences, Inc.**  
**Notes to the Unaudited Condensed Consolidated Financial Statements**

8. Commitments (continued)

- b) On June 4, 2015, the Company entered into Services Agreements with four unrelated third party persons or companies. In consideration of these services, the Company has agreed to pay an aggregate \$96,000 per year, accruing in equal monthly increments of \$8,000, and to issue an aggregate 4,000,000 shares of the Company's Series D convertible preferred stock, of which 400,000 shares were issued upon the execution of the Services Agreements, and the remaining 3,600,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreements are for one year, commencing on the date of the agreement, and are automatically renewable for successive one year terms unless mutually agreed to in writing.
- c) On June 9, 2015, the Company entered into a Consultancy Agreement with a company for investor relations services. The Company has agreed to pay \$5,000 per month and the term of the Consultancy Agreement is for six months, commencing June 11, 2015. An extension of the term will be subject to a mutually written agreement between the parties.
- d) On June 11, 2015, the Company entered into a Services Agreement with an unrelated third party company. In consideration of these services, the Company has agreed to pay \$60,000 per year, accruing in equal monthly increments of \$5,000, and to issue 500,000 shares of the Company's Series D convertible preferred stock, of which 50,000 shares were issued upon the execution of the Services Agreement, and the remaining 450,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreement is for one year, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing.
- e) On June 11, 2015, the Company entered into Services Agreements with two unrelated third party persons or companies. In consideration of these services, the Company has agreed to issue an aggregate 600,000 shares of the Company's Series D convertible preferred stock, of which 60,000 shares were issued upon the execution of the Services Agreements, and the remaining 540,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreements, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreements are for one year, commencing on the date of the agreement, and are automatically renewable for successive one year terms unless mutually agreed to in writing.

9. Concentrations

The Company's revenues and receivables were concentrated among four customers as of August 31, 2015, and May 31, 2015:

August 31, 2015:

Customer	Revenue for the Three Months Ended August 31, 2015	Receivables as at August 31, 2015
1	37%	82%
2	23%	*
3**	16%	*
4	11%	*

May 31, 2015:

Customer	Revenue for the Year Ended May 31, 2015	Receivables as at May 31, 2015
1	40%	72%
2	30%	28%
3	14%	*

\* not greater than 10%

\*\* related party

**Ecosciences, Inc.**  
**Notes to the Unaudited Condensed Consolidated Financial Statements**

10. Subsequent Events

- a) On September 11, 2015, the Company filed a Certificate of Amendment (the “Amendment”) to amend the provisions of the Company’s Amended and Restated Certificate of Designation for the Company’s Series A convertible preferred stock originally filed with the Secretary of State of Nevada on May 8, 2014. Pursuant to the Amendment, the Company restated the conversion and redemption terms of the Series A convertible preferred stock. For shares of Series A convertible preferred stock issued prior to September 11, 2015, the holders shall have the right to convert the shares from the first anniversary date of issuance. For shares of Series A convertible preferred stock issued on or after September 11, 2015, the holders shall have the right to convert the shares from October 1, 2016. The Company may also redeem all, or any portion of, the outstanding shares of Series A convertible preferred stock for \$0.40 per share.
  
- b) On September 11, 2015, the Company entered into a Stock Purchase Agreement, whereby the Company issued 125,000 shares of Series A preferred stock for proceeds of \$25,000.

## **Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations**

You should read the following discussion together with our unaudited condensed consolidated financial statements and the related notes included elsewhere in this report. This discussion contains forward-looking statements, which involve risks and uncertainties. Our actual results may differ materially from those we currently anticipate as a result of many factors, including the factors we describe under “Risk Factors” and elsewhere in this report.

### **Forward Looking Statements**

Some of the information in this section contains forward-looking statements that involve substantial risks and uncertainties. You can identify these statements by forward-looking words such as “may,” “will,” “expect,” “anticipate,” “believe,” “estimate” and “continue,” or similar words. You should read statements that contain these words carefully because they:

- discuss our future expectations;
- contain projections of our future results of operations or of our financial condition; and
- state other “forward-looking” information.

We believe it is important to communicate our expectations. However, there may be events in the future that we are not able to accurately predict or over which we have no control. Our actual results and the timing of certain events could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth elsewhere in this Report.

Unless stated otherwise, the words “we,” “us,” “our,” the “Company” or “Ecosciences” in this section collectively refer to Ecosciences, Inc. and its wholly-owned subsidiary, Eco-Logical Concepts, Inc., a Delaware corporation.

### **Corporate History**

We were formerly known as On-Air Impact, Inc., a Nevada corporation (“On-Air Impact”). From the date of our inception on May 26, 2010 until the consummation of the reverse merger described below on May 9, 2014, On-Air Impact had been a “shell company” (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)).

On May 9, 2014, On-Air Impact and its wholly-owned subsidiary, Eco Merger Sub, Inc., a Delaware corporation (“Merger Sub”), consummated a reverse merger (the “Merger”) with Eco-Logical Concepts, Inc., a Delaware corporation (“Eco-Logical”), pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated May 9, 2014 (the “Merger Agreement”), whereby Merger Sub merged with and into Eco-Logical with Eco-Logical being the surviving corporation and replacing Merger Sub as On-Air Impact’s wholly-owned subsidiary. Since the Merger, the business and operations of Eco-Logical have been business and operations of On-Air Impact.

At the closing of the Merger:

- Every one hundred (100) shares of Common Stock, par value \$0.0001 per share, of Eco-Logical issued and outstanding immediately prior to the closing of the Merger was converted into one (1) share of Common Stock, par value \$0.0001 per share (the “Common Stock”), of On-Air Impact, rounding up to the nearest whole number for resulting fractional shares; and
- Each share of Series A Non-Convertible Preferred Stock, par value \$0.0001 per share, of Eco-Logical issued and outstanding immediately prior to the closing of the Merger was converted into one share of Series B Non-Convertible Preferred Stock, par value \$0.0001 per share (the “Series B Non-Convertible Preferred Stock”), of On-Air Impact.

In addition, pursuant to the Merger Agreement, on May 9, 2014, Joel Falitz, the President and Chief Executive Officer of Eco-Logical, was appointed to serve as the Chairman of our Board of Directors for a one-year period until the next annual stockholders’ meeting or until his successor is elected and qualified and as the Chief Executive Officer, President, Secretary and Treasurer of the Company.

As a result of the Merger, On-Air Impact ceased to be a shell company. The information contained in our “Super Form 8-K” filed on May 15, 2014 constitutes the current “Form 10 information” necessary to satisfy the conditions contained in Rule 144(i)(2) under the Securities Act of 1933, as amended (the “Securities Act”).

The Merger was intended to be treated as a tax-free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and has been treated as a recapitalization of the Company for financial accounting purposes. Even though On-Air Impact was the legal acquirer, Eco-Logical is considered to be the acquirer for accounting purposes, and the Company’s historical financial statements before the Merger will be replaced with the historical financial statements of Eco-Logical before the Merger in this Report and all future filings with the SEC.

To better reflect our new operations as a result of the Merger, on June 23, 2014, the Company changed its name from “On-Air Impact” to “Ecosciences, Inc.” On June 23, 2014, we also increased our authorized capital stock from 100 million shares of Common Stock to 500 million shares; and from 10 million shares of “blank check” Preferred Stock, par value \$0.0001 per share (“Preferred Stock”) to 50 million shares. We also effectuated a 500-for-1 forward stock split of our outstanding Common Stock on June 23, 2014 (the “Forward Stock Split”).

Also, on June 23, 2014, Dorothy Whitehouse and Edward Whitehouse each resigned as a member of our Board of Directors. Their resignations were not due to any disagreement with the Company nor were they related to our operations, policies or practices.

On July 21, 2014, the ticker symbol of our Common Stock on the OTCQB was changed from “OAIR” to “ECEZ” to better reflect our new name.

## **Overview**

Eco-Logical Concepts Inc. (hereinafter referred to as the “Company,” “Eco,” “Eco-Logical,” “our,” “we,” “us,” and similar terms) was incorporated in the State of Delaware on November 30, 2011.

The following discussion highlights Eco-Logical’s results of operations and the principal factors that have affected our consolidated financial condition as well as our liquidity and capital resources for the periods described, and provides information that management believes is relevant for an assessment and understanding of our consolidated financial condition and results of operations presented herein. The following discussion and analysis is based on Eco-Logical’s unaudited financial statements contained in this Report, which have been prepared in accordance with generally accepted accounting principles in the United States. You should read the discussion and analysis together with such financial statements and the related notes thereto.

As a result of the Merger and the change in our business and operations, a discussion of the past financial results of On-Air Impact, Inc. is not pertinent, and under generally accepted accounting principles in the United States, the historical financial results of Eco-Logical, the accounting acquirer, prior to the Merger are considered the historical financial results of the Company.

Located in Jericho, New York, Eco-Logical provides bio-remediation services for sewers, sludge ponds, septic tanks, lagoons, farms, car washes, portable sanitation facilities, grease tanks, lakes and ponds. We provide a suite of tablet-based products that can be added to waste systems. The active ingredients in our tablets oxygenate wastewater, remove hydrogen sulfide odors, prevent corrosion in wastewater systems and initiate aerobic biological breakdown of organic sludge including fats, oils and grease. The tablets are non-toxic to the environment, non-caustic and comprised of natural ingredients that do not require any special permitting for use and disposal. The product is simple to use directly by the end consumer.

The Company has formulated a business model that management believes can help it grow and achieve economies of scale over time. We have undertaken the necessary due diligence and prepared a business that will enable us to compete in the market for bio-remediation services.

The Company is focused on building, acquiring and investing in businesses around ecological and life sciences. From waste water remediation to healthcare and more, Ecosciences is committed to building a better living environment for all people.

### **Growth Strategy of the Company**

Our mission is to maximize stockholder value through expanding the scope of products offered. We intend to conduct research and development to bring new, improved products to market to ensure we are competitive in our market space. We intend to focus on growing our distribution channels using master-distributor relationships, full-line distributors and other similar sales channels. We intend to build product and brand awareness through a direct retail channel using online marketing and info-commercials, which we believe will provide a feedback benefit for the growth of our other distribution channels as well as to establish opportunities for indirect retail sales channels, such as through chain stores and small retailers.

We have been working to set up regional distributors in several different market segments, such as septic systems, grease traps, ponds, agricultural and wastewater. Sales this fiscal year have primarily been to Mexico, and we are currently finalizing more orders locally in New Jersey. All sales were completed in US dollars and have not been subject to any foreign taxes.

### **Critical Accounting Policies, Estimates, and Judgments**

Our condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. We continually evaluate our estimates and judgments, our commitments to strategic alliance partners and the timing of the achievement of collaboration milestones. We base our estimates and judgments on historical experience and other factors that we believe to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known. Besides the estimates identified above that are considered critical, we make many other accounting estimates in preparing our financial statements and related disclosures. All estimates, whether or not deemed critical, affect reported amounts of assets, liabilities, revenues and expenses, as well as disclosures of contingent assets and liabilities. These estimates and judgments are also based on historical experience and other factors that are believed to be reasonable under the circumstances. Materially different results can occur as circumstances change and additional information becomes known, even for estimates and judgments that are not deemed critical.

### **Results of Operations**

#### **Three Months Ended August 31, 2015 Compared to the Three Months Ended August 31, 2014**

The following table presents Eco-Logical's results of operations for the periods indicated and as a percentage of total revenue. Historical results are not necessarily indicative of results for future periods.

**Three-Month Period Ended  
August 31,**

	2015*		2014*	
	\$	% of Revenue	\$	% of Revenue
Revenue:	\$ 3,354	%	\$ 3,225	%
Cost of sales:	(2,421)	(72.18)%	(1,595)	(49.46)%
Gross profit	933	27.82%	1,630	50.54%
<b>Operating expenses:</b>				
General and administrative	69,390	2,068.00%	11,106	344.37%
Professional fees	97,500	2,907.00%	25,280	783.88%
Total Expenses	166,890	4,975.85%	36,386	1,128.25%
Net loss before other expenses:	(165,957)	(4,948.03)%	(34,756)	1,077.70%
<b>Other expenses:</b>				
Interest expense	(5,128)	(152.89)%	(3,428)	(106.29)%
Net (loss) income	(171,085)	(5,100.92)%	(38,184)	(1,100.84)%

\* Amounts may not sum due to rounding.

The following tables present our revenue and operating expenses for the periods indicated.

Revenue

	Three-Month Period Ended August 31,		
	2015	2014	% Change
Revenue	\$ 3,354	\$ 3,225	4.00%

Our Revenue increased 4.00% for the three months ended August 31, 2015 as compared to the three months ended August 31, 2014. The increase is attributed to repeat sales and new accounts.

Costs and Expenses

Cost of Sales

	Three-Month Period Ended August 31,		
	2015	2014	% Change
Costs of Sales	\$ 2,421	\$ 1,595	51.79%

Our Costs of Sales increased 51.79% for the three months ended August 31, 2015 as compared to the three months ended August 31, 2014. The increase is due to an increase in sales volume through E-commerce which carries additional merchant fees.

Operating Expenses

	Three-Month Period Ended August 31,		
	2015	2014	% Change
Operating Expenses	\$ 166,890	\$ 36,386	358.66%



Our Operating Expenses increased 358.66% for three months ended August 31, 2015 as compared to the three months ended August 31, 2014. The increase is attributable to an increase in Management and Professional Fees consisting of legal, accounting and consulting fees as well as administrative costs.

Interest Expense

	<b>Three-Month Period Ended</b>		
	<b>August 31,</b>		
	<b>2015</b>	<b>2014</b>	<b>% Change</b>
Interest Expense	\$ 5,128	\$ 3,428	49.59%

Our Interest Expense increased 49.59% for the three months ended August 31, 2015 as compared to the three months ended August 31, 2014. The increase is attributable to the sale of additional promissory notes to finance operations.

Financial Condition, Liquidity and Capital Resources

At August 31, 2015, we had \$653 in cash on hand and an accumulated deficit of \$616,025; and had \$3,354 in revenues for the three month period ended August 31, 2015. In their report for the fiscal year ended May 31, 2015, our auditors have expressed that there is substantial doubt as to our ability to continue as a going concern. We have incurred operating losses since our formation and expect to incur losses and negative operating cash flows for the foreseeable future. We expect to incur substantial losses for the foreseeable future and may never become profitable. We also expect to continue to incur significant operating and capital expenditures for the next several years and anticipate that our expenses will increase substantially in the foreseeable future. We also expect to experience negative cash flow for the foreseeable future as we fund our operating losses and capital expenditures. As a result, we will need to generate significant revenues in order to achieve and maintain profitability. We may not be able to generate these revenues or achieve profitability in the future. Our failure to achieve or maintain profitability could negatively impact the value of our Common Stock.

To date, we have financed our operations primarily through the sale of Convertible Promissory Notes to Joel Falitz and other non-affiliated third parties and the issuance and sale of equity securities for cash consideration. As of May 31, 2015, we have financed our operations by the following:

- On December 22, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of \$4,000. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of Common Stock at a conversion price equal to \$0.01 per share. At August 31, 2015, the outstanding principal and accrued interest of each Note was \$2,738, for a total of \$5,476.
- On December 22, 2011, the Company entered into a Convertible Promissory Note agreement for \$10,000. The Note bears interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the Note, the Note is convertible into shares of Common Stock at a conversion price equal to \$0.01 per share. In addition, as a condition precedent to the right to convert the debt to Common Stock of the Company, the holder must purchase 3,000,000 shares of Common Stock at \$0.01 per share. On December 27, 2012, the Company repaid \$4,005 towards the principal balance and \$995 towards accrued interest. On April 19, 2013, the Company repaid \$4,818 towards the principal balance and \$182 towards accrued interest. At August 31, 2015, the outstanding principal and accrued interest of the Note was \$1,455.
- On December 28, 2011, the Company entered into two Convertible Promissory Note agreements for an aggregate of \$6,000, of which \$5,000 is due to the President of the Company. The Notes bear interest at 10% per annum, and the principal amount and any interest thereon are due 60 days following demand. Pursuant to the agreements, the Notes are convertible into shares of Common Stock at a conversion price equal to \$0.0001 per share. On October 27, 2012, the Company issued 50,000,000 shares of Common Stock to the President of the Company upon the conversion of the principal amount of \$5,000. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$1,368.

- On April 12, 2013, the Company entered into a Promissory Note for the principal amount of \$20,000 with an unaffiliated third party, as the lender. The Note bears interest at the rate of 10% per annum and interest shall be paid semi-annually on the 1st day of each calendar quarter commencing on November 1, 2013. All principal and unpaid and accrued interest is due sixty (60) days after demand. The Note may be prepaid without penalty. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$24,773.
- On May 8, 2014, Eco-Logical sold a one-year promissory note to Maverick, LLC (“Maverick”) for the principal amount of \$25,000 and bearing interest at rate of 8% per annum. Pursuant to the terms of the promissory note, simultaneously with the sale of all or substantially all of the assets of Eco-Logical, upon the merger or combination of Eco-Logical with another entity (other than for changing domicile), or change of control of Eco-Logical, the outstanding principal and accrued interest thereon under the promissory note automatically converted, without any action being taken by Eco-Logical or Maverick, into a number of shares of Common Stock and/or preferred stock of Eco-Logical which would enable Maverick to have voting and dispositive control of Eco-Logical. On May 9, 2014, the promissory note issued to Maverick was converted into 5,000,000 shares of Eco-Logical’s Common Stock and 200,000 shares of Eco-Logical’s Series A Preferred Stock. Pursuant to Eco-Logical’s Series A Certificate of Designation filed with the Secretary of State of the State of Delaware, the outstanding shares of Series A Non-Convertible Preferred Stock voted together with the shares of Common Stock and other voting securities of Eco-Logical as a single class and, regardless of the number of shares of Series A Non-Convertible Preferred Stock outstanding and as long as at least one of such shares of Series A Non-Convertible Preferred Stock is outstanding, represented eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of stockholders of Eco-Logical or action by written consent of stockholders. Each outstanding share of the Series A Non-Convertible Preferred Stock shall represent its proportionate share of the 80% which is allocated to the outstanding shares of Series A Non-Convertible Preferred Stock. Upon the consummation of the Merger, Maverick’s 5,000,000 shares of Eco-Logical Common Stock and 200,000 shares of Eco-Logical Series A Non-Convertible Preferred Stock converted into 50,000 shares of our Common Stock and 200,000 shares of our Series B Non-Convertible Preferred Stock, respectively. The voting rights of shares of our Series B Non-Convertible Preferred Stock are identical to the voting rights Eco-Logical’s Series A Non-Convertible Preferred Stock. Therefore, as a result of the Merger, Maverick has voting control over the Company. As a result of the 500-for-1 Forward Stock Split of the Company’s outstanding Common Stock on June 23, 2014, the 50,000 shares of Common Stock held by Maverick resulted in Maverick owning 25,000,000 shares of the Company’s Common Stock.
- On May 9, 2014, the Company entered into that certain Master Loan Agreement, dated May 9, 2014 (the “Loan Agreement”), with Baccarat Holdings, Inc., an unaffiliated third party lender (“Baccarat” or the “Lender”). Subject to the terms and conditions set forth in the Loan Agreement, Baccarat agreed, from time to time to purchase from the Company, and the Company agreed to sell and issue to Baccarat, one or more Promissory Notes for the account of the Company, provided, however, that the aggregate principal amount of all Promissory Notes then outstanding shall not exceed the \$500,000 and that no Event of Default has occurred and has remained uncured. Amounts borrowed under the Loan Agreement shall be evidenced by an unsecured, non-recourse Promissory Note, bear interest at a rate of 8% per annum, mature on the first anniversary date thereof, and may be prepaid by the Company before the maturity date thereof. Amounts borrowed under the Loan Agreement and repaid or prepaid may not be re-borrowed. The Loan Agreement shall automatically terminate and be of no further force and effect upon the earlier to occur of (i) the satisfaction of all indebtedness, including the promissory notes and any additional indebtedness issued thereafter, between the Company and Baccarat and (ii) written termination notice is delivered by the Company or Baccarat to the other party. There can be no assurances that any additional funds will be available to us under the Loan Agreement since it provides that the Lender may terminate this Agreement at any time.

As of August 31, 2015, the Company had sold the following promissory notes to Bacarat pursuant to the Loan Agreement. The Company is currently renegotiating with Bacarat to extend the maturity date of the Notes:

Issue Date	Maturity Date	Principal	Interest Rate	As of August 31, 2015	
				Accrued Interest	Total Outstanding
05/09/14	05/09/15	\$ 50,000	8.0%	\$ 5,249	\$ 55,249
05/19/14	05/19/15	\$ 45,000	8.0%	\$ 4,626	\$ 49,626
06/06/14	06/06/15	\$ 30,000	8.0%	\$ 2,965	\$ 32,965
08/11/14	08/11/15	\$ 25,000	8.0%	\$ 2,110	\$ 27,110
08/18/14	08/18/15	\$ 10,000	8.0%	\$ 828	\$ 10,828
08/25/14	08/25/15	\$ 10,000	8.0%	\$ 813	\$ 10,813
		\$ 170,000		\$ 16,592	\$ 186,592

- On August 26, 2014, the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$2,500, bearing interest at the rate of 8% per annum and maturing on the one year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$2,703. The Company intends to renegotiate with the lender to extend the maturity date of the Note.
- On March 16, 2015, the Company sold a one-year promissory note to unaffiliated third party for the principal amount of \$15,000, bearing interest at the rate of 8% per annum and maturing on the one year anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$15,552.
- On April 28, 2015, the Company sold a three-month promissory note to unaffiliated third party for the principle amount of \$19,000, bearing interest at the rate of 8% per annum and maturing on the three-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$19,521. The Company intends to renegotiate with the Noteholder to extend the maturity date of the Note.
- On June 18, 2015, the Company sold a six-month promissory note to unaffiliated third party for the principle amount of \$4,000, bearing interest at the rate of 8% per annum and maturing on the six-month anniversary of the date thereof. The Company may prepay all or any portion of the promissory note at any time and from time to time without premium or penalty. Any such prepayment shall first be applied against the installments of principal due under the note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment. At August 31, 2015, the outstanding principal and accrued interest of the outstanding Note was \$4,065.

#### **Working Capital**

Since the Company's inception, we have incurred recurring net losses and negative cash flows from operations. As of August 31, 2015, we had a working capital deficit of \$521,183, an accumulated deficit of \$616,025 and a stockholders' deficit of \$521,183.

At August 31, 2015, the Company was indebted to the President of the Company and a company controlled by the President of the Company for \$19,400. The amount is unsecured, non-interest bearing and due on demand.

We do not believe our cash resources are sufficient to implement our current business plan, support operations and meet current obligations for the next 12 months. We plan to raise additional capital to finance our operations. There can be no assurance that financing will be available when required in sufficient amounts, on acceptable terms or at all. In the event that the necessary additional financing is not obtained, we may be required to reduce our discretionary overhead costs substantially, including research and development, general and administrative and sales and marketing expenses or otherwise curtail operations.

**Cash and Cash Equivalents**

The following table summarizes the sources and uses of cash for the periods stated. The Company held no cash equivalents for any of the periods presented.

	<b>For the Three Months August 31,</b>	
	<b>2015</b>	<b>2014</b>
Cash, beginning of period	\$ 381	\$ 19,238
Net cash used in operating activities	(7,224)	(33,782)
Net cash provided by investing activities	-	-
Net cash provided by financing activities	7,496	27,800
Cash, end of period	<u>\$ 653</u>	<u>\$ 13,256</u>

**Off-Balance Sheet Operations**

The Company does not have any off-balance sheet transactions.

**Item 3. Quantitative and Qualitative Disclosures about Market Risk**

N/A

**Item 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

In accordance with Exchange Act Rules 13a-15 and 15d-15, our management is required to perform an evaluation under the supervision and with the participation of the Company’s management, including the Company’s principal executive officer and principal financial officer, of the effectiveness of the design and operation of the Company’s disclosure controls and procedures as of the end of the period.

Based upon that evaluation, our management has concluded that, as of August 31, 2015, our disclosure controls and procedures were not effective.

**Changes in Internal Control over Financial Reporting**

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the fiscal quarter ended August 31, 2015 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

## PART II - OTHER INFORMATION

### Item 1. Legal Proceedings

None

### Item 1A. Risk Factors

N/A

### Item 2. Unregistered Sale of Equity Securities and Use of Proceeds

On June 4, 2015, the Company entered into a Restricted Stock Purchase Agreement (“Purchase Agreement”) with Joel Falitz in connection with Mr. Falitz’s Management Services Agreement. Pursuant to the Purchase Agreement, the Company issued 100,000 shares of Series D Preferred Stock to Mr. Falitz for a purchase price of \$0.001 per share, which is equal to the Stated Value of the shares, and paid by Mr. Falitz by past services rendered to the Company.

On June 4, 2015, the Company entered into a Restricted Stock Purchase Agreement with four (4) persons, each serving as an independent contractor to the Company, pursuant to which the Company issued each independent contractor 100,000 shares of Series D Preferred Stock for a purchase price of \$0.001 per share and paid by such persons by past services rendered to the Company.

On June 11, 2015, the Company entered into a Services Agreement with an unrelated third party company. In consideration of these services, the Company has agreed to pay \$60,000 per year, accruing in equal monthly increments of \$5,000, and to issue 500,000 shares of the Company’s Series D convertible preferred stock, of which 50,000 shares were issued upon the execution of the Services Agreement and a Restricted Purchase Agreement, dated June 11, 2015. The purchase price of the 500,000 shares was \$0.001 per share and paid by such person by past services rendered to the Company. The remaining 450,000 shares which shall vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreement is for one year, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing.

On June 11, 2015, the Company entered into Services Agreements with two unrelated third party persons or companies. In consideration of these services, the Company has agreed to issue an aggregate 600,000 shares of the Company’s Series D convertible preferred stock, of which 60,000 shares were issued upon the execution of the Services Agreements and Restricted Purchase Agreements, each dated June 11, 2015. The purchase price of the 60,000 shares was \$0.001 per share and paid by such persons by past services rendered to the Company. The remaining 540,000 shares will vest in increments upon the achievement by the Company of the milestones set forth in the Services Agreements, including the completion of product line expansion, and signing distributors nationally and internationally. The terms of the Services Agreements are for one year, commencing on the date of the agreement, and are automatically renewable for successive one year terms unless mutually agreed to in writing.

The Company issued the foregoing securities pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended, available to the Company under Section 4(a)(2) promulgated thereunder due to the fact that such issuances did not involve a public offering of securities, the shares were issued to a small group of persons and no solicitation or advertisement was made in connection therewith.

### Item 3. Defaults Upon Senior Securities

N/A

## **Item 5. Other Information**

### **Series C Preferred Stock Amendment**

On June 4, 2015, the Company filed a Certificate of Amendment (the "Amendment") to its Certificate of Designation for the Company's Series C Convertible Preferred Stock ("Series C Preferred Stock") originally filed with the Secretary of State of Nevada on April 20, 2015. Pursuant to the Amendment, the Company increased the number of shares of Common Stock issuable upon the conversion of each share of Series C Preferred Stock from 10 shares to 12 shares but also added the restriction that the holder has to wait until the one year anniversary date of issuance before the holder can elect to convert. Also, the Company removed the right of the holder to elect to have any portion of the shares be repurchased by the Company at \$0.10 per share, and amended the voting rights to increase the voting equivalency of each share of Series C Preferred Stock from 10 shares to 12 shares of Common Stock.

### **Series D Preferred Stock**

On June 4, 2015, the Company filed a Certificate of Designation with the Secretary of State of Nevada thereby designating 10 million (10,000,000) shares of the Company's authorized "blank check" Preferred Stock as "Series D Convertible Preferred Stock" (the "Series D Preferred Stock"). A summary of the designations, preferences, limitations, restrictions and relative rights of the Series D Preferred Stock are as follows:

#### **Conversion**

At the option of the holder, at any time or from time to time from and after the first year anniversary of the issue date, into ten (10) shares of Common Stock but only to the extent such conversion would cause the holder to not beneficially own more than 4.99% of the Company's Common Stock.

#### **Rank**

With respect to dividend rights, rights on liquidation, winding up and dissolution, rank senior to (i) all classes of Common Stock of the Company and (ii) any class or series of capital stock of the Company hereafter created (unless, with the consent of the holders of Series D Preferred Stock).

#### **Liquidation Preference**

Except as otherwise provided by the Nevada Revised Statutes and subject to the provisions regarding Rank, or elsewhere in the Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series D Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value.

#### **Liquidation**

Subject to the provisions regarding Rank, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series D Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value per share.

### Dividends/Stock Splits

If the Company declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Company of shares of Common Stock for cash, securities or property, but excluding any repurchases of Common Stock held by employees or consultants of the Company upon termination of their employment or services pursuant to agreements providing for such repurchase, the Company shall simultaneously declare and pay a dividend on the Series D Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series D Preferred Stock had been converted as of immediately prior to the record date of the applicable dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined).

The number of shares of Common Stock of the Company issuable pursuant to the conversion of outstanding shares of Series D Preferred Stock shall not be adjusted to reflect any forward to reverse stock splits by the Company of its outstanding shares of Common Stock.

### Voting Rights

Each holder of outstanding Shares of Series D Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Company for their action or consideration (whether at a meeting of stockholders of the Company, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law or by the provisions Protection Provisions below. In any such vote, each Share of Series D Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible pursuant to the Certificate of Designation herein as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series D Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Company's bylaws.

To the extent that under the Nevada Revised Statutes the vote of the Holders of the Series D Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Company, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series D Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series D Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class.

### Protection Provisions

So long as any shares of Series D Preferred Stock are outstanding, the Company shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Revised Statutes) of the Holders of at least a majority of the then outstanding shares of Series D Preferred Stock:

- alter or change the rights, preferences or privileges of the Series D Preferred Stock;
- alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series D Preferred Stock;
- create any new class or series of capital stock having a preference over the Series D Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company ("Senior Securities");
- create any new class or series of capital stock ranking *pari passu* with the Series D Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company;
- increase the authorized number of shares of Series D Preferred Stock;
- issue any additional shares of Senior Securities; or
- redeem, or declare or pay any cash dividend or distribution on, any junior securities.

If Holders of at least a majority of the then outstanding shares of Series D Preferred Stock agree to allow the Company to alter or change the rights, preferences or privileges of the shares of Series D Preferred Stock pursuant to subsection above, then the Company shall deliver notice of such approved change to the Holders of the Series D Preferred Stock that did not agree to such alteration or change.

#### Registration Rights

Piggyback registration rights for a self or underwritten offering pursuant to a registration statement (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable, or a Registration Statement on Form S-4, S-8 or any successor form thereto or another form not available for registering the Registrable Securities for sale to the public), whether the Company's own account or for the account of one or more stockholders of the Company, subject to pro rata reductions and customary market cutbacks.

#### Management Services Agreement

On June 4, 2015, the Company entered into a Management Services Agreement with the President, CEO, Secretary and Treasurer of the Company. In consideration for his services, the Company has agreed to pay \$31,200 per year, accruing in equal monthly increments of \$2,600, and to issue an aggregate of 1,000,000 shares of the Company's Series D Preferred Stock, of which 100,000 shares were issued upon the execution the Management Services Agreement, and the remaining 900,000 shares of which shall vest in increments upon the achievement by the Company of the milestones set forth in the Management Services Agreement, including the completion of product line expansion, and signing distributors nationally and internationally. The term of the Management Services Agreement is for one year, commencing on the date of the agreement, and is automatically renewable for successive one year terms unless mutually agreed to in writing.

#### Subsequent Events

##### Series A Preferred Stock Amendment

On September 11, 2015, the Company filed a Certificate of Amendment (the "Amendment") to amend the provisions of the Company's Amended and Restated Certificate of Designation for the Company's Series A convertible preferred stock ("Series A Preferred Stock") originally filed with the Secretary of State of Nevada on May 8, 2014. Pursuant to the Amendment, the Company restated the conversion and redemption terms of the Series A Preferred Stock. For shares of Series A Preferred Stock issued prior to September 11, 2015, the holders shall have the right to convert the shares from the first anniversary date of issuance. For shares of Series A Preferred Stock issued on or after September 11, 2015, the holders shall have the right to convert the shares from October 1, 2016. The Company may also redeem all, or a portion thereof, the outstanding shares of Series A Preferred Stock for \$0.40 per share.

##### Stock Purchase Agreement - Series A Preferred Stock

On September 19, 2015, the Company consummated a sale under a Stock Purchase Agreement, dated September 11, 2015, with an unaffiliated third party "accredited investor" pursuant to which such investor purchased 125,000 shares of Series A Convertible Preferred Stock from the Company for \$0.20 per share (or an aggregate of \$25,000). The Company issued the foregoing securities pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended, available to the Company under Section 4(a)(2) promulgated thereunder due to the fact that such issuances did not involve a public offering of securities, the shares were issued to one accredited investor and no solicitation or advertisement was made in connection therewith.



## Item 6. Exhibits

### Index to Exhibits

<b>Exhibit No:</b>	<b>Description:</b>
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3.1(1)	Amendment to the Certificate of Designation for the Series A Convertible Preferred Stock, filed with the Nevada Secretary of State on September 11, 2015
3.2(2)	Certificate of Amendment to the Series C Convertible Preferred Stock Certificate of Designation, filed with the Nevada Secretary of State on June 4, 2015
3.3(2)	Certificate of Designation for the Series D Convertible Preferred Stock, filed with the Nevada Secretary of State on n June 4, 2015
10.1(2)	Restricted Stock Purchase Agreement, dated June 4, 2015, between Ecosciences, Inc. and Joel Falitz
10.2(2)	Management Services Agreement, dated June 4, 2015, between Ecosciences, Inc. and Joel Falitz
31.1*	Rule 13(a)-14(a)/15(d)-14(a) Certification
32.1*	Section 1350 Certification
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema Document
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB**	XBRL Taxonomy Extension Labels Linkbase Document
101.DEF**	XBRL Taxonomy Extension Definition Linkbase Document
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document

\* Filed herewith

\*\* Furnished herewith. Users of this data are advised that, pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 or Section 18 of the Exchange Act of 1934 and otherwise are not subject to liability.

- (1) Filed as an Exhibit to the Company Annual Report on Form 10-K for the fiscal year ended May 31, 2015 filed with the Securities and Exchange Commission on September 29, 2015, and incorporated by reference herein.
- (2) Filed as an Exhibit to the Company's Form 8-K filed with the Securities and Exchange Commission on June 12, 2015, and incorporated by reference herein.

**SIGNATURES**

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

Date: November 9, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

**Certification of Principal Executive Officer/Principal Financial Officer Pursuant to Exchange Act Rule 13a-14(a)/15d-14(a) as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Joel Falitz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ecosciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's [most recent fiscal quarter/fourth fiscal quarter] that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

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**Certification of Principal Executive Officer/Principal Financial and Accounting Officer  
Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Joel Falitz, the President, Chief Executive Officer, Secretary and Treasurer of Ecosciences, Inc., a Nevada corporation (the "Company"), hereby certify, that, to my knowledge:

1. The Quarterly Report on Form 10-Q for the period ended August 31, 2015 (the "Report") of the Company fully complies with the requirements of Section 13(a)/15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 9, 2015

By: /s/ JOEL FALITZ

Name: Joel Falitz

Title: President, Chief Executive Officer, Secretary and Treasurer  
(Principal Executive Officer)  
(Principal Financial and Accounting Officer)

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