
**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): **April 13, 2017**

ECOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

333-168413

(Commission
File Number)

27-2692640

(IRS Employer
Identification No.)

420 Jericho Turnpike, Suite 110 Jericho, NY

(Address of principal executive offices)

11753

(Zip Code)

Registrant's telephone number, including area code: **(516) 465-3964**

N/A

(Former name or former address, if changed since last report)

With a copy to :
Philip Magri, Esq.
Magri Law, LLC
2642 NE 9th Avenue
Fort Lauderdale, FL 33334
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www.magrilaw.com

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 5.01 Changes in Control of Registrant.

On April 13, 2017, Joel Falitz (“**Falitz**”), the President and CEO of Ecosciences, Inc., a Nevada corporation (the “**Company**”), and Maverick, LLC, a Nevis limited liability company (“**Maverick**”), entered into a stock purchase agreement (the “**Stock Purchase Agreement**”), pursuant to which Falitz purchased an aggregate of 200,000 shares (the “**Shares**”) of Series B Non-Convertible Preferred Stock, par value \$0.0001 per share (the “**Series B Preferred Stock**”), of the Company held by Maverick in consideration for 2,000,000 shares of Series C Convertible Preferred Stock, par value \$0.0001 per share (the “**Series C Preferred Stock**”), of the Company held by Falitz (the “**Transaction**”). The Shares represent approximately 100% of the outstanding shares of Series B Preferred Stock of the Company. Ester Barrios is the Managing Member of Maverick, LLC and has voting and dispositive control over these securities.

Pursuant to the Certificate of Designation for the Series B Preferred Stock filed with the Secretary of State of the State of Nevada on May 8, 2014, the outstanding shares of Series B Preferred Stock are entitled to vote together with the shares of Common Stock and other voting securities of the Company as a single class and, regardless of the number of shares of Series B Preferred Stock outstanding and as long as at least one of such shares of Series B Preferred Stock is outstanding, shall represent eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of stockholders of the Company or action by written consent of stockholders. Each outstanding share of the Series B Preferred Stock shall represent its proportionate share of the 80% which is allocated to the outstanding shares of Series B Non-Convertible Preferred Stock. The Series B Preferred Stock have no redemption or dividend rights.

Due to the 80% voting rights of the Series B Preferred Stock (as summarized under Item 1.01 of this Form 8-K), upon the consummation of the Transaction on April 13, 2017, there was a change in control of the Company.

The Stock Purchase Agreement contained customary representations, warranties and covenants made by Falitz and Maverick. The Stock Purchase Agreement is filed as Exhibit 10.1 to this Form 8-K and are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number:	Description:
10.1	Stock Purchase Agreement, dated as of April 13, 2017, between Joel Falitz and Maverick LLC

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 hereunto duly authorized.

ECOSCIENCES, INC.

Dated: April 13, 2017

By: */s/ Joel Falitz*

Joel Falitz
Chief Executive Officer, President, Secretary & Treasurer
(Principal Executive Officer)
(Principal Financial and Accounting Officer)

STOCK PURCHASE AGREEMENT (“AGREEMENT” OR “SPA”)

SECTION 1. SUBSCRIPTION

The undersigned buyer (the “**Buyer**”) hereby purchases the number of shares of Series B Non-Convertible Preferred Shares, par value \$0.0001 per share (the “**Shares**”), of Ecosciences, Inc., a Nevada corporation (the “**Company**”), indicated below (“**Exhibit A**”), from the undersigned seller (the “**Seller**”) and the Seller agrees to transfer the Shares to the Purchaser in consideration for Two Million (2,000,000) shares of Series C Convertible Preferred Stock of the Company owned by the Buyer (the “**Purchase Price**”).

SECTION 2. PAYMENT OF PURCHASE PRICE & CLOSING

Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the “**Closing**”) to be held at the offices of Magri Law, LLC in Fort Lauderdale, FL, or at such other place or on such other date as Buyer and Seller may mutually agree upon in writing within two (2) business days after the date on which all of the conditions and obligations of the Parties as set forth in this Agreement shall have been substantially satisfied in all material respects or otherwise duly waived, or on such other date and at such other place and date as the Buyer and the Sellers may hereafter agree upon in writing (such date of the Closing being referred to herein as the “**Closing Date**”).

At the Closing, Seller shall deliver to Buyer the following:

- (i) a copy of this Agreement duly executed by the Seller;
- (ii) a stock certificate or certificates evidencing the Shares, free and clear of all lien, pledge, encumbrance, charge, security interest, claim or right of another (collectively, “**Encumbrances**”), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank;

At the Closing, Buyer shall deliver to Seller the following:

- (i) a copy of this Agreement duly executed by the Buyer;
- (ii) a stock certificate or certificates evidencing the Purchase Price, free and clear of all lien, pledge, encumbrance, charge, security interest, claim or right of another (collectively, “**Encumbrances**”), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank/

SECTION 3. REPRESENTATIONS AND WARRANTIES

- (a) The Buyer represents and warrants that the Buyer is purchasing the Shares for investment purposes only, and not with a view to distribution or resale thereof.
 - (b) The Seller represents and warrants that the Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (“**Encumbrances**”). Upon consummation of the transaction contemplated by this Agreement, Buyer shall own the Shares, free and clear of all Encumbrances.
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SECTION 4. SECURITIES LAWS

The Buyer understands that the Shares have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and were issued to Seller in reliance upon an exemption from the registration requirements of the Securities Act. The Buyer also understands that the Shares must be held indefinitely, unless they are later registered under the Securities Act or unless an exemption from registration is otherwise available, and that the Company has no obligation to register the. The Buyer agrees that the Shares shall not be offered, sold, transferred, pledged, or otherwise disposed of without registration under the Securities Act and applicable state securities laws or an opinion of counsel acceptable to the Company that such registration is not required.

SECTION 5. LEGEND

The Buyer understands and agrees that the certificate(s) evidencing the Shares shall bear a restrictive Rule 144 legend and that the Shares shall maintain such legend.

SECTION 6. AMENDMENT

This Agreement may not be amended except by an instrument in writing signed by all of the parties hereto.

SECTION 7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

SECTION 8. SECTION HEADINGS

Section headings are for reference purposes only and will not affect in any way the meaning or interpretation of any provision of this Agreement.

SECTION 9. SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Telecopied or email (via PDF) signatures shall be deemed to have the same effect as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

THE BUYER:

By: /s/ Joel Falitz
Joel Falitz

THE SELLER:

MAVERICK LLC
By: /s/ Ester Barrios
Name: Ester Barrios
Title: Member

Exhibit A

Company:	Ecosciences, Inc.
Number of Shares of Series B Preferred Stock of Company:	200,000
