**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): May 30, 2014**

# Ohr Pharmaceutical, Inc.

(Exact name of registrant as specified in its charter)

| **Delaware** | **333-88480** | **#46-5622433** |
|---|---|---|
| (State or other Jurisdiction of Incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| **800 Third Avenue, 11th Floor, New York, NY** | **10022** |
|---|---|
| (Address of Principal Executive Offices) | (Zip Code) |

Registrant's telephone number, including area code: (212)-682-8452

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

As disclosed below, on May 30, 2014 (pursuant to a previously announced plan to implement a holding company reorganization), Ohr Holdco, Inc., a Delaware corporation (referred to herein as "Holdco" or "Registrant"), became the successor issuer to Ohr Pharmaceutical, Inc., a Delaware corporation (referred to herein as "Old Ohr"). This Current Report on Form 8-K (the "Form 8-K") is being filed for the purpose of establishing Holdco as the successor issuer pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and to disclose certain related matters. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of Holdco Common Stock, par value $0.0001 per share ("Holdco Common Stock"), as successor issuer, are deemed registered under Section 12(b) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement**

Adoption of Agreement and Plan of Merger and Consummation of Holding Company Reorganization

On May 30, 2014, Old Ohr completed a holding company reorganization (the "Reorganization") pursuant to which Old Ohr became a direct, wholly-owned subsidiary of a new public holding company, Registrant. To implement the Reorganization, Old Ohr formed Holdco and Holdco, in turn, formed Ohr Merger Sub, Inc. ("Merger Sub"). The holding company structure was implemented pursuant to Section 251(g) of the General Corporation Law of the State of Delaware ("DGCL") by the merger of Merger Sub with and into Old Ohr (the "Merger") pursuant to the Agreement and Plan of Merger, dated as of May 30, 2014, among Old Ohr, Holdco and Merger Sub (the "Merger Agreement"). Old Ohr survived the Merger as a direct, wholly-owned subsidiary of Holdco and each share of Old Ohr Common Stock, par value $0.0001 per share ("Old Ohr Common Stock"), issued and outstanding immediately prior to the Merger and each share of Old Ohr Common Stock held in the treasury of Old Ohr immediately prior to the Merger converted into one issued and outstanding or treasury, as applicable, share of Holdco Common Stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the Old Ohr Common Stock being converted.

The conversion of Old Ohr Common Stock in connection with the Merger occurred without an exchange of stock certificates. Accordingly, stock certificates previously representing shares of Old Ohr Common Stock represent the same number of shares of Holdco Common Stock after the Merger. Immediately after the consummation of the Merger, Holdco had the same authorized, outstanding and treasury capital stock as Old Ohr immediately prior to the Merger. Each share of Holdco common stock outstanding immediately prior to the Merger was cancelled. Old Ohr's stockholders will not recognize any gain or loss for U.S. federal income tax purposes upon the conversion of their shares of Old Ohr Common Stock in connection with the Merger.

Pursuant to Section 251(g) of the DGCL, the Merger did not require a vote of the stockholders of Old Ohr. Effective upon the consummation of the Merger, Holdco adopted an amended and restated certificate of incorporation and amended and restated bylaws that are identical to those of Old Ohr immediately prior to the consummation of the Merger (other than provisions regarding certain technical matters, as permitted by Section 251(g)). Holdco's directors and executive officers immediately after the consummation of the Merger are the same as the directors and executive officers of Old Ohr immediately prior to the consummation of the Merger. Immediately after the consummation of the Merger, Holdco has, on a consolidated basis, the same assets, businesses and operations as Old Ohr had immediately prior to the consummation of the Merger.

Effective upon the consummation of the Merger, Holdco Common Stock was listed on the Nasdaq Stock Market, and trades on an uninterrupted basis under the same trading symbol ("OHRP") and with the same CUSIP (#67778H200) as was applicable to Old Ohr.

As a result of the Merger, Holdco became the successor issuer to Old Ohr pursuant to Rule 12g-3(a) of the Exchange Act. Pursuant to Rule 12g-3(a) under the Exchange Act, the shares of Holdco Common Stock, as successor issuer, are deemed registered under Section 12(b) of the Exchange Act. In connection with the Merger, the company historically known as "Ohr Pharmaceutical, Inc." changed its name to "Ohr Opco, Inc." and the new parent holding company (initially named Ohr Holdco, Inc.) changed its name to "Ohr Pharmaceutical, Inc."

In connection with the Merger, on May 30, 2014, Holdco also entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") with Old Ohr pursuant to which Holdco assumed all of Old Ohr's rights and obligations under all of its outstanding warrants, options, employee benefit plans, agreements and arrangements, equity incentive plans and subplans and related agreements, including obligations with respect to the Ohr Pharmaceutical, Inc. 2014 Stock Incentive Plan (the "Compensation Plan"). Named executive officers and other officers participate in certain of these warrants, options, plans, agreements and arrangements. The outstanding stock options, stock appreciation rights, stock units or other rights to receive Old Ohr Common Stock under the Compensation Plan converted into stock options, stock appreciation rights, stock units or other rights for the same number of shares of Holdco Common Stock, with the same rights and conditions as such awards had prior to the Merger.

The foregoing descriptions of the Merger Agreement and the Assignment and Assumption Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement and the Assignment and Assumption Agreement, which are filed as Exhibits 2.2 and 10.44 hereto, respectively, and each of which is incorporated by reference herein.

The foregoing descriptions of the Certificate of Incorporation and the Bylaws of Holdco do not purport to be complete and are qualified in their entirety by reference to the full text of the Certificate of Incorporation, as amended, and the Bylaws, which are filed as Exhibits 3.1 and 3.2 hereto, respectively, and each of which is incorporated by reference herein.

**Item 2.01. Completion of Acquisition or Disposition of Assets**

On May 30, 2014, Ohr completed its previously announced acquisition of certain assets (the "Acquisition") pursuant to the Contribution Agreement, dated as of May 14, 2014 (the "Contribution Agreement"), by and among Old Ohr, Holdco and Ohr Pharma, LLC (collectively, "Ohr") and SKS Ocular, LLC ("SKS Parent"), a Delaware limited liability company, SKS Ocular 1, LLC, a Delaware limited liability company ("SKS 1" and together with SKS Parent, "SKS") and the controlling members of SKS, pursuant to which SKS agreed to contribute to Ohr certain assets of SKS, including licenses, patents and contracts relating to micro-fabrication polymer-based sustained delivery platforms related to ocular therapeutics and dry age-related macular degeneration animal models, together with biomarkers to support such models.

In connection with the closing of the Acquisition (the "Closing"), Ohr paid to SKS (i) $3.5 million in cash and (ii) 1,194,862 shares of Holdco Common Stock. In addition, upon the completion of certain milestones, Ohr will issue to SKS up to 1,493,577 shares of Company Common Stock as additional contingent consideration to be issued by the Company, and, in the event Ohr enters into an additional research agreement with SKS' current research partner in the next six months, two-thirds of any cash payments from the research partner up to $5 million.

On Closing, Ohr also entered into a Bill of Sale and Assignment and Assumption Agreement with SKS pursuant to which Ohr assumed certain contracts of SKS relating to the Contributed Assets. In accordance with the rules of the U.S. Securities and Exchange Commission, copies of the material contracts assumed by Ohr in connection with the Acquisition will be filed with Holdco's Quarterly Report on Form 10-Q for the quarterly period ending June 30, 2014.

The cash portion of the purchase price was funded through Ohr's cash and cash equivalents.

The controlling members of SKS, Drs. Jason S. Slakter, Glenn L. Stoller and Peter K. Kaiser, will be retained as consultants. Drs. Slakter and Stoller previously were retained by Ohr as consultants. Dr. Slakter is a principal of one of the Company's vendors and a member of Ohr's Scientific Advisory Board. In 2012, Dr. Slakter received warrants to purchase 16,667 shares of Ohr's common stock at $2.85 per share as compensation related to his services on Ohr's Scientific Advisory Board. In connection with this transaction, Dr. Slakter is stepping down from his position on the Scientific Advisory Board. In January 2014, Dr. Stoller received warrants to purchase 20,550 shares of Ohr's common stock at $7.88 per share for his performance of scientific evaluation and due diligence on opportunities unrelated to the SKS asset acquisition.

A copy of the Contribution Agreement is attached hereto as Exhibit 2.1 The above description of the Contribution Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Contribution Agreement, which is incorporated herein by reference.

**Item 8.01. Other Items.**

On June 2, 2014, the Company issued a press release announcing the completion of the Acquisition.

A copy of the press release is being furnished as exhibit 99.1 to Form 8K.

**Item 9.01 Financial Statements and Exhibits**

(a) Financial Statements of Businesses Acquired.

The financial information required by this item, if any, with respect to the Acquisition, will be filed as soon as practicable, and in any event within the timeframe required by Form 8-K.

(b) Pro Forma Financial Information.

The pro forma financial information required by this item, if any, with respect to the Acquisition, will be filed as soon as practicable, and in any event within the timeframe required by Form 8-K.

(d) Exhibits.

| Number | Description |
|---|---|
| 2.1* | Contribution Agreement. |
| 2.2 | Agreement and Plan of Merger, dated as of May 30, 2014, among Ohr Pharmaceutical, Inc. (renamed Ohr Opco, Inc.), Ohr Holdco, Inc. (renamed Ohr Pharmaceutical, Inc.) and Ohr Merger Sub, Inc. |
| 3.1(a) | Certificate of Incorporation of Registrant, dated as of May 30, 2014 |
| 3.1(b) | Amendment 1 to Certificate of Incorporation of Registrant, dated as of May 30, 2014 |
| 3.2 | Bylaws of Registrant, dated as of May 30, 2014 |
| 10.44 | Assignment and Assumption Agreement between Ohr Pharmaceutical, Inc. and Ohr Holdco, Inc., dated May 30, 2014 |
| 99.1 | Press release dated June 2, 2014 |

* Incorporated by reference to exhibit filed with the Registrant's Current Report on Form 8-K, filed with the Securities and Exchange Commission on May 16, 2014.

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.

OHR PHARMACEUTICAL, INC.

By: /s/ Irach Taraporewala
Dr. Irach Taraporewala, President and CEO
Dated: June 2, 2014

Exhibit 2.2

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is entered into as of May 30, 2014 by, between and among Ohr Pharmaceutical, Inc., a Delaware corporation (the "Company"), Ohr Holdco, Inc., a Delaware corporation ("New Parent"), and Ohr Merger Sub, Inc., a Delaware corporation ("Merger Sub").

WHEREAS, on the date hereof, the Company has authority to issue One Hundred Eighty Million (180,000,000) shares of common stock, $0.0001 par value per share (the "Company Stock"), of which Twenty Three Million, Six Seventeen Thousand, Seven Hundred Eighty Three (23,617,783) shares are issued and outstanding, and Fifteen Million (15,000,000) shares of preferred stock, $0.0001 par value per share, of which no shares are outstanding;

WHEREAS, on the date hereof, New Parent has authority to issue One Hundred Eighty Million (180,000,000) shares of common stock, $0.0001 par value per share (the "New Parent Stock"), of which 100 shares are issued and outstanding, and Fifteen Million (15,000,000) shares of preferred stock, $0.0001 par value per share, of which no shares are outstanding;

WHEREAS, on the date hereof, Merger Sub has authority to issue Ten Thousand (10,000) shares of common stock, $0.0001 par value per share (the "Merger Sub Stock"), of which One Hundred (100) shares are issued and outstanding;

WHEREAS, the respective Boards of Directors of the Company, New Parent and Merger Sub have determined that it is advisable and in the best interests of each of such corporations that they reorganize into a holding company structure pursuant to §251(g) of the Delaware General Corporation Law, under which New Parent would survive as the holding company, by the merger of Merger Sub, with and into the Company, and with each holder of shares of the Company Stock receiving an equal number of shares of New Parent Stock in exchange for such shares of the Company Stock;

WHEREAS, under the respective certificates of incorporation of the Company and New Parent, the New Parent Stock has the same designations, rights and powers and preferences, and the qualifications, limitations and restrictions thereof, as the Company Stock which will be exchanged therefore pursuant to the holding company reorganization;

WHEREAS, the Certificate of Incorporation and Bylaws of New Parent, as the holding company, at the time of the merger contain provisions identical to the Certificate of Incorporation and Bylaws of the Company immediately prior to the merger, other than differences permitted by Section 251(g) of the Delaware General Corporation Law;

WHEREAS, the Certificate of Incorporation of the Surviving Corporation is identical to the Certificate of Incorporation of the Company immediately prior to the merger, other than differences permitted by Section 251(g) of the Delaware General Corporation Law, pursuant to this Merger Agreement;

WHEREAS, the Boards of Directors of the Company, New Parent and Merger Sub have approved this Merger Agreement, shareholder approval not being required pursuant to Section 251(g) of the Delaware General Corporation Law;

WHEREAS, at the Effective Time, New Parent shall amend Article I of its Certificate of Incorporation so as to read in its entirety:

"The name of the corporation (which is herein referred to as the "Corporation") shall be Ohr Pharmaceutical, Inc."

WHEREAS, the parties hereto intend that the reorganization contemplated by this Merger Agreement shall constitute a tax-free reorganization pursuant to Section 368(a)(1) of the Internal Revenue Code;

WHEREAS, the parties intend, for United States federal income tax purposes, the Merger (as defined below), together with the contributions contemplated by that Contribution Agreement entered into by and among SKS Ocular, LLC, the Controlling Members (as defined therein), SKS Ocular 1, LLC, the Company, Ohr Pharma, LLC and New Parent on May 14, 2014 (the "Contributions"), shall qualify as an exchange described in Section 351 of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Company, New Parent and Merger Sub hereby agree as follows:

1. Merger. Merger Sub shall be merged with and into the Company (the "Merger"), and the Company shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). As soon as practicable on or after the date hereof, the Surviving Corporation shall file a certificate of merger executed in accordance with the relevant provisions of the Delaware General Corporation Law ("DGCL"), with the Secretary of State of the State of Delaware and shall make all other filings or recordings required under the DGCL to effectuate the Merger. The Merger shall become effective as of the time of such filing, or such later time as the parties may agree to in writing prior to the filing of the certificate of merger (such date and time being referred to herein as the "Effective Time"). At the Effective Time, the effects of the Merger shall be as provided in Section 259 of the DGCL.

2. Succession. At the Effective Time, the separate corporate existence of Merger Sub shall cease, and the Company shall succeed to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of Merger Sub and the Company shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Merger Sub, including, without limitation, all outstanding indebtedness of Merger Sub, all in the manner and as more fully set forth in Section 251(g) of the Delaware General Corporation Law.

3. Directors. The Directors of the Company immediately preceding the Effective Time shall be the Directors of the Surviving Corporation and New Parent at and after the Effective Time until their successors are duly elected and qualified.

4. Officers. The officers of the Company immediately preceding the Effective Time shall be the officers of the Surviving Corporation and New Parent at and after the Effective Time, to serve at the pleasure of the Board of Directors of New Parent.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. each share of Company Stock issued and outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and non-assessable share of New Parent Stock;

b. each share of Company Stock held in the treasury of the Company immediately prior to the Effective Time shall be cancelled and retired;

c. each option, warrant, purchase right, unit debenture or other security of the Company shall be convertible into or exercisable to purchase on substantially the same terms the same number of shares of New Parent Stock as shares of the Company as such security would have received if the security had been converted into New Parent Stock immediately prior to the Effective Time, and New Parent shall reserve for purposes of the exercise of such options, warrants, purchase rights, units, debentures or other securities an equal number of shares of New Parent Stock as the Company had reserved; and

d. each share of New Parent Stock issued and outstanding in the name of the Company immediately prior to the Effective Time shall be cancelled and retired and resume the status of authorized and unissued shares of New Parent Stock.

e. Each share of Merger Sub Stock issued and outstanding immediately prior to the Effective Time shall be changed and converted into and shall be one fully paid and non-assessable share of common stock, par value $0.0001, of the Surviving Corporation.

6. Other Agreements. At the Effective Time, New Parent shall assume any obligation of the Company to deliver or make available shares of Company Stock under any agreement or employee benefit plan not referred to in Paragraph 5 herein to which the Company is a party. Any reference to Company Stock under any such agreement or employee benefit plan shall be deemed to be a reference to New Parent Stock and one share of New Parent Stock shall be issuable in lieu of each share of Company Stock required to be issued by any such agreement or employee benefit plan, subject to subsequent adjustment as provided in any such agreement or employee benefit plan.

7. Further Assurances. From time to time, as and when required by the Surviving Corporation, or by its successors or assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or conform, of record or otherwise, in the Surviving Corporation, the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized, in the name and on behalf of the Company or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares Company Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of New Parent Stock, as the case may be, into which the shares of Company Stock represented by such certificates have been converted as herein provided and shall be so registered on the books and records of New Parent and its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to New Parent or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of New Parent Stock, as the case may be, evidenced by such outstanding certificate, as above provided.

9. Tax Reporting. The parties intend, for federal income Tax purposes, that the Merger, together with the Contributions, qualify as an exchange as described in Section 351(a) of the Code and the applicable Treasury Regulations promulgated with respect thereto, and the parties hereto shall file all Tax Returns (including amended returns and claims for refunds) in a manner consistent with such treatment and shall use their reasonable best efforts to sustain such treatment in any subsequent Tax audit or dispute.

10. Amendment. The parties hereto, by mutual consent of their respective boards of directors, may amend, modify or supplement this Merger Agreement prior to the Effective Time.

11. Certificate of Incorporation. From and after the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of the Company, until thereafter amended as provided therein or by the DGCL, except as follows:

a. Article I thereof shall be amended so as to read in its entirety as follows:

"The name of the corporation (which is herein referred to as the "Corporation") shall be Ohr Opco, Inc.

b. A new Article TWELFTH shall be added thereto which shall read in its entirety as follows:

"Vote of Stockholders Required to Approve Certain Actions.

Any act or transaction by or involving the Corporation, other than the election or removal of directors of the Corporation, that requires for its adoption under the DGCL or under this Certificate of Incorporation the approval of the stockholders of the Corporation shall, pursuant to Section 251(g) of the DGCL, require, in addition, the approval of the stockholders of Ohr Pharmaceutical, Inc. (formerly Ohr Holdco, Inc.), a Delaware corporation, or any successor thereto by merger, by the same vote as is required by the DGCL or this Certificate of Incorporation, as the case may be."

12. Termination. This Merger Agreement may be terminated, and the Merger and the other transactions provided for herein may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Merger Agreement by the board of directors of the Company, New Parent, and Merger Sub, by action of the board of directors of the Company if it determines for any reason, in its sole judgment and discretion, that the consummation of the Merger would be inadvisable or not in the best interests of the Company and its stockholders.

13. Counterparts. This Merger Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

14. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Merger Agreement.

15. Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[*remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Company, New Parent, and Merger Sub have caused this Merger Agreement to be executed and delivered as of the date first above.

OHR PHARMACEUTICAL, INC.
A Delaware Corporation

By: /s/ Sam Backenroth
Name: Sam Backenroth
Title: Chief Financial Officer

OHR HOLDCO, INC.
A Delaware Corporation

By: /s/ Sam Backenroth
Name: Sam Backenroth
Title: Chief Financial Officer

OHR MERGER SUB, INC.
A Delaware Corporation

By: /s/ Sam Backenroth
Name: Sam Backenroth
Title: Chief Financial Officer

Exhibit 3.1a

**CERTIFICATE OF INCORPORATION**

**OF**

**OHR HOLDCO, INC.**

* * * *

FIRST: The name of the Corporation is: Ohr Holdco, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, Delaware, 19801, County of New Castle. The name of the registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which Corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH:

**PART A.** Aggregate Capitalization. The aggregate number of shares of capital stock which the Corporation shall be authorized to issue shall be One Hundred Ninety Five Million (195,000,000) shares, of which One Hundred Eighty Million (180,000,000) shares are Common Stock, $0.0001 par value per share (the "Common Stock"), and Fifteen Million (15,000,000) shares are Serial Preferred Stock, $0.0001 par value per share (the "Serial Preferred Stock"), of which Six Million (6,000,000) shares have been designated as Series B Convertible Preferred Stock, $0.0001 par value per share. Holders of capital stock shall have no pre-emptive rights with respect to any authorized but unissued shares of Common Stock or Serial Preferred Stock.

**PART B.** Common Stock. Each share of Common Stock held on the applicable record date shall entitle the holder thereof to one (1) vote, in person or by proxy or by written consent, on all matters for which stockholders are entitled to vote, as a single class of Common Stock.

**PART C.** Preferred Stock.

1. Serial Preferred Stock. The Board of Directors of the Corporation is expressly authorized at any time, and from time to time, to provide for the issuance of shares of Serial Preferred Stock in one or more series, with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the Board of Directors.

2. Series B Preferred Stock.

2. Series B Preferred Stock.

a. Number and Designation. This series shall consist of 6,000,000 shares of Serial Preferred Stock of the Corporation and shall be designated the Series B Convertible Preferred Stock, $0.0001 par value per share ("Series B Stock"). The number of authorized shares of Series B Stock may be reduced to the extent any shares are not issued and outstanding by further resolution duly adopted by the Board of Directors of the Corporation and by filing amendments to the Certificate of Designations pursuant to the provisions of the General Corporation Law of the State of Delaware stating that such reduction has been so authorized, but the number of authorized shares of this Series shall not be increased except with the approval of the holders of not less than a majority of such outstanding shares of Series B Stock. None of the shares of Series B Stock are outstanding.

b. Dividends. When and as any dividend or distribution is declared or paid by the Corporation on Common Stock, whether payable in cash, property, securities or rights to acquire securities, the Series B Holders will be entitled to participate with the holders of Common Stock in such dividend or distribution as set forth in this clause. At the time such dividend or distribution is payable to the holders of Common Stock, the Corporation will pay to each Series B Holder such holder's share of such dividend or distribution equal to the amount of the dividend or distribution per share of Common Stock payable at such time multiplied by the number of shares of Common Stock then obtainable upon conversion of such holder's Series B Stock.

c. Voting Rights.

i. The Series B Holders shall be entitled to notice of any shareholders' meeting and to vote as a single class with the Common Stock upon any matter submitted for approval by the holders of Common Stock on the following basis: the Series B Holders shall have that number of votes equal to the number of shares of Common Stock into which such Series B Stock is then convertible.

ii. In addition to any other rights provided by law, so long as any Series B Stock is outstanding, the Corporation, without first obtaining the affirmative vote or written consent of the record holders of a majority of the outstanding shares of Series B Stock (the "Required Holders") will not:

(1) amend or repeal any provision of, or add any provision to, the Corporation's Certificate of Incorporation or By-Laws if such action would alter adversely the liquidation preferences of, or the rights or restrictions provided for the benefit of, any Series B Stock; or

(2) reclassify any class or series of stock junior to the Series B Stock into stock senior to the Series B Stock with respect to any preference or priority.

d. Preference Upon Liquidation.

i. Upon any liquidation, dissolution or winding up of the Corporation, each Series B Holder will be entitled to be paid, before any distribution or payment is made upon any Junior Securities of the Corporation, an amount in cash equal to the aggregate Liquidation Value of all shares of Series B Stock held by such holder, plus accrued dividends, if any.

ii. The reorganization, consolidation or the merger of the Corporation into or with any other corporation(s) or other entity(ies) ("Reorganization"), the sale, lease, licensing, exchange or other transfer by the Corporation of all or any material part of its assets or the commencement by the Corporation of a voluntary case under the United States bankruptcy laws or any applicable bankruptcy, insolvency or similar law of any other country, or consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Corporation or of any substantial part of its property, or the making of an assignment for the benefit of its creditors, or an admission in writing of its inability to pay its debts generally as they become due, will be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this subparagraph; provided that, a Reorganization of the Corporation shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph d. if (i) the principal agreement for such Reorganization shall expressly provide that the Series B Stock shall become preferred stock of such surviving entity with the equivalent rights to the rights set forth herein ("Surviving Entity Preferred Stock"), (ii) the holders of Junior Securities receive, in exchange for such Junior Securities, common stock or preferred stock in the surviving entity (whether or not the surviving entity is the Corporation) of such Reorganization, or common stock or preferred stock of another entity, which is junior as to dividends and upon liquidation, dissolution or winding up to the Series B Stock or Surviving Entity Preferred Stock, as applicable, and (iii) the Series B Holders shall be entitled to receive at the option of each Series B Holder (A) either the Surviving Entity Preferred Stock or (B) the kind and amount of shares or other securities or property which they

would have been entitled to receive had they converted their shares of Series B Stock into shares of Common Stock of the Corporation as of the record date for the determination of holders of Common Stock entitled to cast their votes for or against or to express any dissent to such Reorganization. After any such Reorganization, the rights of such holders of Surviving Entity Preferred Stock with respect to the adjustment of the Conversion Price shall be appropriately continued and preserved in order to afford, as nearly as possible, protection against dilution of the conversion rights and privileges comparable to those conferred herein.

e. Conversion into Conversion Stock.

i. Conversion.

(1) At any time any Series B Holder may convert all or any portion of such holder's shares of Series B Stock into a number of shares of the Conversion Stock computed by multiplying the number of shares to be converted by $0.18 and dividing the result by the Conversion Price then in effect. For purposes of this Section, "Conversion Stock" means the Common Stock.

(2) All of the outstanding shares of Series B stock will be automatically converted into Common Stock in the event the Required Holders determine to convert all shares of Series B Stock. Any such mandatory conversion shall be effected only at the time of and subject to the conversion of all Series B Stock held by the Required Holders and upon written notice of such mandatory conversion delivered to all holders of Series B Stock at least seven (7) days prior to such date.

(3) Each conversion of Series B Stock will be deemed to have been effected as of the close of business on the date on which the certificate or certificates representing the Series B Stock to be converted have been surrendered at the principal office of the Corporation. At such time as such conversion has been effected, the rights of the holder of such Series B Stock as such holder will cease and the person or persons in whose name or names any certificate or certificates for shares of Conversion Stock are to be issued upon such conversion will be deemed to have become the holder or holders of record of the shares of Conversion Stock represented thereby.

(4) As soon as possible after a conversion has been effected, the Corporation will deliver to the converting holder:

(a) a certificate or certificates representing the number of shares of Conversion Stock issuable by reason of such conversion in such name or names and such denomination or denominations as the converting holder has specified; and

(b) a certificate representing any shares of Series B Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(c) If any fractional share of Conversion Stock would be issuable upon any conversion, the Corporation will pay the holder of the Conversion Stock the fair market value of such fractional share.

(d) The issuance of certificates for shares of Conversion Stock upon conversion of Series B Stock will be made without charge.

(e) The Corporation will not close its books against the transfer of Series B Stock or of Conversion Stock issued or issuable upon conversion of Series B Stock in any manner which interferes with the conversion of Series B Stock.

f. Conversion Price. The initial Conversion Price for the Series B Stock will be $0.18. In order to prevent dilution of the conversion rights, the Conversion Price will be subject to adjustment from time to time pursuant to this clause.

g. Subdivision or Combination of Common Stock; Dissolution.

i. If the Corporation at any time subdivides (by any stock split, stock dividend or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision will be proportionately reduced, and if the Corporation at any time combines (by reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination will be proportionately increased.

ii. In the event of a judicial or non-judicial dissolution of the Corporation, the conversion rights and privileges of the Series B Holders shall terminate on a date, as fixed by the Board of Directors of the Corporation, not more than 45 days and not less than 30 days before the date of such dissolution. The reference to shares of Common Stock herein shall be deemed to include shares of any class into which said shares of Common Stock may be changed.

h. Other Adjustments.

i. General. In any case to which PART C (2)(g) hereof is not applicable, except as set forth below, where the Corporation shall issue or sell shares of its Common Stock, during the two year period commencing on the Original Issue Date for a consideration per share less than the Conversion Price in effect pursuant to the terms of the Series B Stock at the time of issuance or sale of such additional shares (the "Issuance Price"), then the Conversion Price in effect hereunder shall simultaneously with such issuance or sale be reduced to an amount equal to the Issuance Price. This clause shall not apply to the (a) issuance of Common Stock, Convertible Securities or Options (as defined below) that have been approved by the holders of not less than a majority of the outstanding Common Stock, (b) issuance of Common Stock pursuant to the exercise of Options, (I) outstanding on the date hereof or (II) issued pursuant to a plan which has been approved by the holders of not less than a majority of the outstanding Common Stock, (c) issuance of Options to a lender(s) pursuant to a loan to the Corporation with a term of not less than two years in an amount of not less than $250,000 (and the issuance of Common Stock on the exercise of such lender Options), (d) issuance of Common Stock or Options to financial institutions, lessors or vendors in connection with commercial credit arrangements, equipment financings or similar transactions with a term of not less than one year approved by the Board of Directors, (e)(i) securities issued or deemed to have been issued as full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity, (f) securities issued or deemed to have been issued in connection with strategic license agreements and other partnering arrangements so long as such issuances are not for the purpose of raising capital, and (g) the shares of Common Stock issued or deemed to be issued by the Company upon conversion of this Debenture or exercise conversion of Options or Convertible Securities outstanding on the Original Issue Date.

ii. Convertible Securities.

(1) In case the Corporation shall issue or sell any securities convertible into Common Stock of the Corporation ("Convertible Securities") after the Original Issue Date, there shall be determined the price per share for which Common Stock is issuable upon the conversion or exchange thereof, such determination to be made by dividing (1) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof, by (2) the maximum number of shares of Common Stock of the Corporation issuable upon the conversion or exchange of all of such Convertible Securities.

(2) If the price per share so determined shall be less than the applicable Conversion Price, then such issue or sale shall be deemed to be an issue or sale for cash (as of the date of issue or sale of such Convertible Securities) of such maximum number of shares of Common Stock at the price per share so determined, provided that, if such Convertible Securities shall by their terms provide for an increase or increases or decrease or decreases with the passage of time, in the amount of additional consideration, if any, to the Corporation, or in the rate of exchange, upon the conversion or exchange thereof, the adjusted Conversion Price shall, forthwith upon any such increase or decrease becoming effective, be readjusted to reflect the same, and provided further, that upon the expiration of such rights of conversion or exchange of such Convertible Securities, if any thereof shall not have been exercised, the adjusted Conversion Price shall forthwith be readjusted and thereafter be the price which it would have been had an adjustment been made on the basis that the only shares of Common Stock so issued or sold were issued or sold upon the conversion or exchange of such Convertible Securities, and that they were issued or sold for the consideration actually received by the Corporation upon such conversion or exchange, plus the consideration, if any, actually received by the Corporation for the issue or sale of all of such Convertible Securities which shall have been converted or exchanged.

iii. Rights and Options.

(1) In case the Corporation shall grant any rights, warrants or options to subscribe for, purchase or otherwise acquire Common Stock (collectively, "Options"), there shall be determined the price per share for which Common Stock is issuable upon the exercise of such Options, such determination to be made by dividing (1) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options, plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of such Options, by (2) the maximum number of shares of Common Stock of the Corporation issuable upon the exercise of such Options.

(2) If the price per share so determined shall be less than the applicable Conversion Price, then the granting of such Options shall be deemed to be an issue or sale for cash (as of the date of the granting of such rights or options) of such maximum number of shares of Common Stock at the price per share so determined, provided that, if such Options shall by their terms provide for an increase or increases or decrease or decreases, with the passage of time, in the amount of additional consideration payable to the Corporation upon the exercise thereof, the adjusted Conversion Price shall, forthwith upon any such increase or decrease becoming effective, be readjusted to reflect the same, and provided, further, that upon the expiration of such Options, if any thereof shall not have been exercised, the adjusted Conversion Price shall forthwith be readjusted and thereafter be the price which it would have been had an adjustment been made on the basis that the only shares of Common Stock so issued or sold were those issued or sold upon the exercise of such Options and that they were issued or sold for the consideration actually received by the Corporation received by the Corporation for the granting of all such Options, whether or not exercised.

i. Notices.

i. Immediately upon any adjustment of the Conversion Price, the Corporation will send written notice thereof to all Series B Holders.

ii. The Corporation will send written notice to all Series B Holders at least 20 days prior to the date on which the Corporation (a) closes its books or takes a record (1) with respect to any dividend or distribution upon Common Stock, (2) with respect to any pro rata subscription offer to holders of Common Stock, (3) for determining rights to vote on or approve any matter or (b) proposes to take any action on which the Series B Holders are entitled to vote pursuant to PART C (2)(c)(ii) and (d)(ii).

iii. All notices and other communications from the Corporation to a Series B Holder shall be mailed by first class registered or certified mail, postage prepaid, at such address as may have been furnished to the Corporation in writing by such holder, or, until an address is so furnished, to and at the address of the last holder who has so furnished an address to the Corporation.

j. Converted Shares. Any shares of Series B Stock which are converted pursuant to this clause will be canceled and will not be reissued, sold or transferred.

k. Miscellaneous.

i. Registration of Transfer. The Corporation will keep at its principal office a register for the registration of Series B Stock. Upon the surrender of any certificate representing Series B Stock at such place, the Corporation will, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares represented by the surrendered certificate. Each such new certificate will be registered in such name and will represent such number of shares as is requested by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

ii. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of Series B Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, the Corporation will (at its expense) execute and deliver in lieu of such certificate a new certificate representing the number of shares represented by such lost, stolen, destroyed or mutilated certificate.

iii. Definitions. For purposes hereof:

"Common Stock" means the Common Stock of the Corporation, $0.0001 par value per share, and includes all stock of any class or classes (however designated) of the Company, authorized upon the Original Issue Date or thereafter, the holders of which shall have the right, without limitation as to amount, either to all or to a share of the balance of current dividends and liquidating dividends after the payment of dividends and distributions on any shares entitled to preference, and the holders of which shall ordinarily, in the absence of contingencies, be entitled to vote for the election of a majority of directors of the Company (even though the right so to vote has been suspended by the happening of such a contingency).

"Conversion Price" and "Conversion Stock" shall have the meanings set forth in PART C (2)(f) and (e), respectively.

"Corporation" means BBM Holdings, Inc., a Utah corporation.

"Junior Securities" means the Common Stock and any equity securities of any kind (but not including any debt securities convertible into equity securities) which the Corporation or any Subsidiary at any time issues or is authorized to issue other than the Series B Stock unless the terms of such security explicitly state that such security shall be senior to or on a par with the Series B Stock.

"Liquidation Value" of any share of Series B Stock as of any particular date will be $0.18.

"Original Issue Date" means the date the Series B Stock is first issued.

"Person" and "person" means an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and a government or any department or agency thereof.

"Required Holders" means the record holders of a majority of the outstanding shares of Series B Stock.

"Series B Holder" means a registered holder of Series B Stock.

"Series B Stock" has the meaning set forth in PART C (2)(a).

"Subsidiary" means any corporation of which the shares of stock having a majority of the general voting power in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

l. Amendment and Waiver. No amendment, modification or waiver will be binding or effective with respect to any provision hereof without the prior approval of the Required Holders; provided that notwithstanding PART C (2) (c)(ii) above no such action will change or affect (a) the Conversion Price of the Series B Stock or the number of shares or the class of stock into which the Series B Stock is

convertible, (b) the Liquidation Value of the Series B Stock, or (c) the amount of cash, securities or other property receivable or to be received by the Series B Holders.

m. Generally Accepted Accounting Principles. When any accounting determination or calculation is required to be made, such determination or calculation (unless otherwise provided) will be made in accordance with generally accepted accounting principles, consistently applied, except that if because of a change in generally accepted accounting principles the Corporation would have to alter a previously utilized accounting method or policy in order to remain in compliance with generally accepted accounting principles, such determination or calculation will continue to be made in accordance with the Corporation's previous accounting methods and policies unless the Corporation has obtained the prior written consent of the holders of a majority of the Series B Stock then outstanding.

FIFTH: The name and mailing address of the incorporator is as follows:

Edward Farkas
c/o Hahn & Hessen LLP
488 Madison Avenue
New York, New York 10222

SIXTH: The Board of Directors is expressly authorized to make, alter or repeal the By-Laws of the Corporation.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation, and the regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. Number of Directors. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies.

2. Terms of Directors. Except as otherwise provided in or fixed by or pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation or to elect directors under specified circumstances, the directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the By-Laws of the

Corporation. One class shall be originally elected for a term expiring at the annual meeting of stockholders to be held in 2015, another class shall be originally elected for a term expiring at the annual meeting of stockholders to be held in 2016, and another class shall be originally elected for a term expiring at the annual meeting of stockholders to be held in 2017, with each member of each class to hold office until a successor is elected and qualified. At each annual meeting of stockholders of the Corporation and except as otherwise provided in or fixed by or pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term of three years.

3. Newly Created Directorships and Vacancies. Except as otherwise required by law and except as otherwise provided in or fixed by or pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances: (i) newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors; (ii) any director elected in accordance with the preceding clause (i) shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified; and (iii) no decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

4. Removal. Except as otherwise provided in or fixed by or pursuant to the provisions of Article FOURTH hereof relating to the rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances, any director may be removed from office only for cause by the affirmative vote of the holders of at least a majority of the combined voting power of the then outstanding shares of the Corporation's stock entitled to vote generally, voting together as a single class. Whenever in this Article SEVENTH hereof, the phrase, "the then outstanding shares of the Corporation's stock entitled to vote generally" is used, such phrase shall mean each then outstanding share of any class or series of the Corporation's stock that is entitled to vote generally in the election of the Corporation's directors.

5 Amendment or Repeal of this Article. Notwithstanding any other provisions of this Article SEVENTH or any other Article hereof or of the By-Laws of the Corporation (and notwithstanding the fact that a lesser percentage may be specified from time to time by law, this Article SEVENTH, any other Article hereof, or the By-Laws of the Corporation), the provisions of this Article SEVENTH may not be altered, amended or repealed in any respect, nor may any provision inconsistent therewith be adopted, unless such alteration, amendment, repeal or adoption is approved by the affirmative vote of at least 75% of the combined voting power of the then outstanding shares of the Corporation's capital stock entitled to vote generally, voting together as a single class.

6. Amendment of Bylaws. After the original or other By-Laws of the Corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of §109 of the General Corporation Law of the State of Delaware, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the Corporation may be exercised by the Board of Directors of the Corporation, unless otherwise provided in the By-Laws.

7. Voting Power. Whenever the Corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the Corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the Certificate of Incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of §242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

8. Ballots. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

EIGHTH: The Corporation is to have perpetual existence.

NINTH: The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

TENTH: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of §102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented. No amendment or repeal of this Article TENTH shall apply to or have any effect on the liability or alleged liability of any director of this Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ELEVENTH: The Corporation shall, to the fullest extent permitted by the provisions of §145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify, and upon request advance expenses to, any and all persons who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of this Corporation or while a director or officer is or was serving at the request of this Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section (including without limitation attorneys' fees and expenses); provided, however, that the foregoing shall not require this Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person other than solely to enforce rights under this ARTICLE ELEVENTH. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Any person seeking indemnification under this Article ELEVENTH shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be proven in a court of competent jurisdiction. Any repeal or modification of the foregoing provisions of this Article ELEVENTH shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the General Corporation Law of Delaware, does make this certificate, hereby declaring and certifying that it is his act and deed and that the facts herein stated are true, and accordingly has set his hand this 8th day of May, 2014.

Edward Farkas, Incorporator

Exhibit 3.1b

**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION OF OHR HOLDCO, INC.**

Ohr Holdco, Inc. (the "**Corporation**"), a corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. This Certificate of Amendment (the "**Certificate of Amendment**") amends the provisions of the Corporation's Certificate of Incorporation filed with the Secretary of State on May 8, 2014 (the "**Certificate of Incorporation**").

2. Article First of the Certificate of Incorporation is hereby amended and restated in its entirety as follows:

FIRST: The name of the Corporation is: Ohr Pharmaceutical, Inc.

3. This amendment was duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

4. All other provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by James Kardon, its Secretary, this ___ day of May, 2014.

By: /s/
Name: James Kardon
Title: Secretary

Exhibit 3.2

**BY-LAWS**

**OF**

**OHR HOLDCO, INC.**

a Delaware Corporation

Effective May 8, 2014

ARTICLE I

Stockholders

Section 1.1 Annual Meetings. An annual meeting of stockholders shall be held for the election of directors at such date, time and place either within or without the State of Delaware as may be designated by the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2 Special Meetings. Special meetings of stockholders may be called at any time by the Chairman of the Board, if any, the President or the Board of Directors to be held at such date, time and place either within or without the State of Delaware as may be stated in the notice of the meeting. A special meeting of stockholders shall be called by the Secretary upon the written request, stating the purpose of the meeting, of stockholders who together own of record a majority of the outstanding shares of each class of stock entitled to vote at such meeting. Business transacted at any special meeting shall be limited to the purposes stated in the notice of the special meeting.

Section 1.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

Section 1.4 Adjournments. Any meeting of stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5 Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these by-laws, the holders of a majority of the outstanding shares of each class of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the

holders thereof are entitled to vote together as a single class at the meeting. A quorum, once established, shall not be broken by the withdrawal of votes. In the absence of a quorum the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided by Section 1.4 of these by-laws until a quorum shall attend. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman of the Board by the President, or in the absence of the President by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, or in the absence of the Secretary by an Assistant Secretary, or in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7 Voting; Proxies. Unless otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot unless the Board or the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect each director. With respect to other matters, unless otherwise provided by law or by the certificate of incorporation or these by-laws, the affirmative vote of the holders of a majority of the shares of all classes of stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Where a separate vote by class is required, the affirmative vote of the holders of a majority of the shares of each class present in person or represented by proxy at the meeting shall be the act of such class, except as otherwise provided by law or by the certificate of incorporation or these by-laws.

Section 1.8 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 1.9 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting during ordinary business hours, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

Section 1.10 Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the certificate of incorporation, any action required by law to be taken at any annual or special meeting of stockholders of the Corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are being recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date of the written consent.

Section 1.11 Inspectors. In advance of any meeting of the stockholders, the Board of Directors, by resolution, the Chairman or the President shall appoint one or more inspectors to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of the stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by applicable law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by applicable law.

## ARTICLE II
## Board of Directors

Section 2.1 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts as are not by law, or by the certificate of incorporation or by these by-laws required to be exercised by the stockholders. The Board shall consist of not less than one nor more than nine members, the exact number of which shall be determined from time to time by the Board. Directors need not be stockholders.

Section 2.2 Election; Term of Office; Resignation; Removal; Vacancies.

(a) The Directors shall be appointed initially by the incorporator. All members of the Board of Directors shall be classified, with respect to the time for which they each hold office, into three classes, as nearly equal in number as possible, as determined by the incorporator or incorporators. One class shall originally be elected for an initial one year term expiring at the annual meeting of stockholders to be held in 2015, another class shall be originally elected for an initial two year term expiring at the annual meeting of stockholders to be held in 2016, and another class shall be originally elected for an initial three year term expiring at the annual meeting of stockholders to be held in 2017, with each member of each class to hold office until a successor is elected and qualified or until his earlier resignation or removal. Thereafter, at each annual meeting of stockholders, the successors of the class

of directors whose term expires at that meeting shall be elected to hold office for a three year term until their successors are elected and qualified or until their earlier resignation or removal. If the annual meeting for the election of Directors is not held on the date designated therefor, the Directors shall cause the meeting to be held as soon thereafter as convenient. At each meeting of the stockholders for the election of Directors, provided a quorum is present, the Directors shall be elected by a plurality of the votes validly cast in such election.

(b) Any director may resign at any time upon written notice to the corporation. Except as the General Corporation Law of the State of Delaware (the "General Corporation Law") may otherwise require, in the interim between annual meetings of stockholders or of special meetings of stockholders called for the election of directors or for the removal of one or more directors and for the filling of any vacancy in that connection, newly created directorships and any vacancies in the Board of Directors, including unfilled vacancies resulting from the removal of directors for cause, shall be filled by the vote of a majority of the remaining directors then in office, although less than a quorum, or by the sole remaining directors. In the event of a newly created directorship, any director elected in accordance with the preceding clause shall hold office for the remainder of the full term of the class of directors having the longest remaining term at the time of the election and until such director's successor shall have been elected and qualified. In the event of a vacancy, any director elected in accordance with the preceding clause shall hold office for the remainder of the full term of the class of directors in which the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(c) Except as otherwise provided in or fixed by or pursuant to the Corporation's Certificate of Incorporation, nominations for the election of directors may be made by the Board of Directors or by any stockholder entitled to vote in the election of directors generally. However, such stockholders may nominate one or more persons for election as director or directors at a stockholders' meeting only if written notice of intent to make such nomination or nominations has been given either by personal delivery or by mail to the Secretary of the Corporation not less than 90 days before the meeting of stockholders at which such election is held. Each such notice shall state (i) the name and address of the stockholder who intends to make the nomination and of the person or persons to be nominated; (ii) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (iii) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to

be made by the nominee proposed by such stockholder as would be required to be included in a proxy statement filed pursuant to the proxy rules of the Securities and Exchange Commission, had the nominee been nominated, or intended to be nominated, by the Board of Directors; and (iv) the consent of each nominee to serve as a director of the corporation if so elected. The chairman of the meeting may refuse to acknowledge the nomination of any person not made in compliance with the foregoing procedure.

Section 2.3 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given.

Section 2.4 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the Chairman of the Board, if any, by the President or by any two directors. Reasonable notice thereof shall be given by the person or persons calling the meeting.

Section 2.5 Participation in Meetings by Conference Telephone Permitted. Unless otherwise restricted by the certificate of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6 Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the entire Board shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the certificate of incorporation or these by-laws shall require a vote of a greater number. In case at any meeting of the Board a quorum shall not be present, the members of the Board present may adjourn the meeting from time to time until a quorum shall attend.

Section 2.7 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman of the Board by the President, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 Action by Directors Without a Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 2.9 Compensation of Directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated fee for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for service as committee members.

## ARTICLE III

## Committees

Section 3.1 Committees. The Board of Directors may, by resolution passed by a majority of the entire Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, removing or indemnifying directors or amending these by-laws; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these by-laws.

## ARTICLE IV

## Officers

Section 4.1 Officers; Election. As soon as practicable after the annual meeting of stockholders in each year, the Board of Directors shall elect, by vote of a majority of the entire Board, a President and a Secretary, and it may, if it so determines, by vote of a majority of the entire Board, elect from among its members a Chairman of the Board. The Board may also elect one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person, unless otherwise prohibited by law, the certificate of incorporation or these by-laws.

Section 4.2 Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in these by-laws or in the resolution of the Board of Directors electing any officer, each officer shall hold office until the first meeting of the Board after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.3 Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board and as may be provided by law.

Section 4.4 President. In the absence of the Chairman of the Board, the President shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. The President shall be the chief executive officer and shall have general charge and supervision of the business of the Corporation and, in general, shall perform all duties incident to the office of president of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or as may be provided by law. The President shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporations may sign and execute documents when so authorized by these by-laws, the Board of Directors or the President.

Section 4.5 Vice Presidents. The Vice President or Vice Presidents, at the request of the President, shall perform the duties of the President, and when so acting shall have the powers of the President. If there be more than one Vice President, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties; or if such determination is not made by the Board, the President may make such determination; otherwise any of the Vice Presidents may perform any of such duties. The Vice President or Vice Presidents shall have such other powers and shall perform such other duties as may, from time to time, be assigned to him or her or them by the Board or the President or as may be provided by law.

Section 4.6 Secretary. The Secretary shall have the duty to record the proceedings of the meetings of the stockholders, the Board of Directors and any committees in a book to be kept for that purpose, shall see that all notices are duly given in accordance with the provisions of these by-laws or as required by law, shall be custodian of the records of the Corporation, may affix the corporate seal to any document the execution of which, on behalf of the Corporation, is duly authorized, and when so affixed may attest the same, and, in general, shall perform all duties incident to the office of secretary of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or the President or as may be provided by law. If the Secretary shall be unable or shall refuse to perform any of the duties set forth in this by-law, the Board of Directors may choose another officer to perform such duties.

Section 4.7 Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation and shall deposit or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by or under authority of the Board of Directors. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties, with such surety or sureties as the Board may determine. The Treasurer shall keep or cause to be kept full and accurate records of all receipts and disbursements in books of the Corporation, shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation, and, in general, shall perform all the duties incident to the

office of treasurer of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or the President or as may be provided by law.

Section 4.8 Other Officers. The other officers, if any, of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in a resolution of the Board of Directors that are not inconsistent with these by-laws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

## ARTICLE V

## Stock

Section 5.1 Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by such holder in the Corporation. Any or all signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.3 Transfers. Stock of the Corporation shall be transferable in the manner prescribed by applicable law and in these by-laws. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by such person's attorney lawfully constituted in writing and upon the surrender of the certificate therefor, properly endorsed for transfer and payment of all necessary transfer taxes; provided, however, that such surrender and endorsement or payment of taxes shall not be required in any case in which the officers of the Corporation shall determine to waive such requirement. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "cancelled," with the date of cancellation, by the Secretary or Assistant Secretary

of the Corporation or the transfer agent thereof. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

Section 5.4 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by law.

Section 5.5 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors.

## ARTICLE VI

## Miscellaneous

Section 6.1 Fiscal Year. The fiscal year of the Corporation shall end on September 30 of each year or on such date as may be determined by the Board of Directors.

Section 6.2 Seal. The Corporation may have a corporate seal, which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 6.3 Waiver of Notice of Meetings of Stockholders. Directors and Committees. Whenever notice is required to be given by applicable law or under any provision of the certificate of incorporation or these by-laws, a written waiver thereof, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the certificate of incorporation or these by-laws.

Section 6.4 Indemnification of Directors, Officers, Employees and Agents. The Corporation shall indemnify its directors, officers, employees and agents in accordance with the provisions set forth in its certificate of incorporation.

Section 6.5 Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction, or solely because his or her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

Section 6.6 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.7 Amendment of By-Laws. These by-laws may be amended, altered or repealed at any regular or special meeting of the stockholders, if, in the case of such special meeting only, notice of such amendment, alteration or repeal is contained in the notice or waiver of notice of such meeting. These by-laws may also be amended, altered or repealed by a majority of the whole Board of Directors.

**Exhibit 10.44**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of May 30, 2014, by and between Ohr Pharmaceutical, Inc., a Delaware corporation ("Assignor"), and Ohr Holdco, Inc., a Delaware corporation and newly-formed parent company of Assignor ("Assignee").

**RECITALS**

Pursuant to the Agreement and Plan of Merger dated as the date hereof, among Assignor, Assignee, and Ohr Merger Sub, Inc., a direct wholly-owned subsidiary of Assignee (the "Merger Agreement"), Assignor has created a new holding company structure by merging Ohr Merger Sub, Inc. with and into Assignor with Assignor being the surviving corporation and converting the capital stock of Assignor into the capital stock of Assignee (the "Merger"). In connection with the Merger, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's employee benefit plans, equity incentive plans and related agreements.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties intending to be legally bound, agree as follows:

1. Assignment. Effective immediately following the consummation of the Merger (the "Effective Time"), Assignor hereby assigns to Assignee all of its rights and obligations under all of its outstanding warrants and options, employee benefit plans, agreements and arrangement, equity incentive plans and subplans, and related agreements, including but not limited to those listed on Exhibit A hereto, together with any and all amendments thereto (collectively, the "Assumed Plans and Agreements").

2. Assumption. Assignee hereby, effective immediately following the Effective Time, assumes all of the rights and obligations of Assignor under the Assumed Plans and Agreements, and agrees to abide by and perform all terms, covenants and conditions of Assignor under such Assumed Plans and Agreements. In consideration of the assumption by Assignee of all of the rights and obligations of Assignor under the Assumed Plans and Agreements, Assignor agrees to pay all expenses incurred by Assignee in connection with the assumption of the Assumed Plans and Agreements pursuant to this Agreement. As of the Effective Time, the Assumed Plans and Agreements shall each be automatically amended without any further action by either party as necessary to provide that references to the Assignor in such agreements shall be read to refer to Assignee from and after the effective time of the merger.

3. Further Assurances. Subject to the terms of this Agreement, the parties hereto shall take all reasonable and lawful action as may be necessary or appropriate to cause the intent of this Agreement to be carried out, including, without limitation, entering into amendments to the Assumed Plans and Agreements and notifying other parties thereto of such assignment and assumption.

4. Successors and Assigns. This Agreement shall be binding upon Assignor and Assignee, and their respective successors and assigns. The terms and conditions of this Agreement shall survive the consummation of the transfers provided for herein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

6. Entire Agreement. This Agreement, including Exhibit A attached hereto, constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be modified or amended except by a writing executed by the parties hereto.

7. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

8. Third Party Beneficiaries. The parties to the various equity incentive awards and other agreements included in the Assumed Plans and Agreements are intended to be third party beneficiaries to this Agreement.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

[Remainder of page intentionally left blank.]

This Assignment and Assumption Agreement is signed as of the date first written above.

Assignor

**OHR PHARMACEUTICAL, INC.**

By: /s/ Irach Taraporewala
Name: Irach Taraporewala
Title: Chief Executive Officer

Assignee

**OHR HOLDCO, INC.**

By: /s/ Irach Taraporewala
Name: Irach Taraporewala
Title: Chief Executive Officer

**Exhibit A**

**Assumed Plans and Agreements**

**Benefit Plans**

None

**Equity Incentive Plans**

· Ohr Pharmaceutical, Inc. Amended and Restated 2014 Stock Incentive Plan

**Exhibit 99.1**

Ohr Pharmaceutical Announces Closing of SKS Ocular Acquisition;
Strengthens Executive Management Team

*Jason Slakter, MD Appointed Chief Medical Officer*
*Glenn L. Stoller, MD Appointed Chief Scientific Officer*
*Peter K. Kaiser, MD Appointed as Senior Vice President of Product Development*

NEW YORK, New York – June 2, 2014 – Ohr Pharmaceutical, Inc. (NasdaqCM: OHRP), a research and development company with a primary focus in ophthalmology, today announced the closing of its previously announced acquisition of the assets of SKS Ocular LLC. In connection with this transaction, three of the cofounders of SKS Ocular are being appointed to senior management and advisory roles at Ohr. Jason Slakter, MD has been appointed Chief Medical Officer and is expected to join the Board of Directors. Dr. Glenn L. Stoller has been appointed Chief Scientific Officer. Dr. Peter K. Kaiser, will serve as Senior Vice President of product development.

“We are thrilled to complete the acquisition of SKS Ocular and have such a highly accomplished team of ophthalmologists join Ohr Pharmaceutical,” said Dr. Irach Taraporewala, Chief Executive Officer of Ohr Pharmaceutical. “This acquisition is transformative for our Company, as it complements our Squalamine Eye Drop program currently in Phase II trials for back-of-the-eye diseases, with a pipeline of pre-clinical drug candidates based on a proprietary, sustained-release technology platform to treat glaucoma, ocular allergy, and other ophthalmic indications.”

“Drs. Slakter, Stoller, and Kaiser have been at the forefront of ophthalmic research and development for many years,” Dr. Taraporewala continued. “They each have extensive experience in the development, regulatory approval, and commercialization of pharmaceutical products to treat eye diseases. As we continue to develop Squalamine Eye Drops and move forward with our newly expanded pipeline, it is critical that we have the right executive management team in place to oversee and manage these activities.”

Dr. Jason S. Slakter is an internationally recognized retinal and macular disease specialist. In addition to being a cofounder of SKS Ocular LLC, Dr. Slakter is the Founder and Director of the Digital Angiography Reading Center (DARC) in New York, which is one of the largest centers for ocular image evaluation for clinical trials of posterior segment disease with over 800 certified clinical sites in over 44 countries worldwide. The DARC model for digital imaging, electronic image management and assessment has become the industry standard for ophthalmic clinical trials. Dr. Slakter has been involved extensively in the design and application of new diagnostic and treatment modalities for ophthalmic diseases. As Director of DARC, a principal investigator of many clinical trials, and a pharmaceutical industry consultant, Dr. Slakter has played a major role in the discovery, development and commercialization of treatments for age-related macular degeneration, diabetic retinopathy, retinal vascular disease, central serous chorioretinopathy and other retinal diseases. He has provided critical assistance in the design of clinical trials at all

stages of development, and has participated in numerous meetings with the FDA. In addition, Dr. Slakter has served as Chief Medical Officer for Potentia Pharmaceuticals from its inception. Dr. Slakter is a member of The Macula Society, The Retina Society, and The American Society of Retina Specialists, and he was the founding editor of the Retinal Physician journal. He has been the recipient of many awards including The Macula Society's Richard and Hinda Rosenthal Award for outstanding contribution to the treatment of ocular disease by an individual under the age of 45, and the 2003 Helen Keller Manhattan League Award. Dr. Slakter is a Clinical Professor of Ophthalmology at New York University School of Medicine and is in clinical practice at the Vitreous-Retina-Macula Consultants of New York where he is partner.

Dr. Glenn L. Stoller is a nationally recognized retina specialist, medical scientist and innovator. In addition to being a cofounder of SKS Ocular LLC, Dr. Stoller has participated in all stages of preclinical and clinical development for therapeutics and devices as well as and post-approval sales and marketing. As a principal investigator, pharmaceutical industry consultant, and scientific advisory board member, he has participated in over 40 clinical trials for ocular diseases including wet age-related macular degeneration, dry age-related macular degeneration, diabetic retinopathy, and retinal venous occlusive disease. Dr. Stoller led Lpath Ocular and oversaw the preclinical and clinical development of iSONEP, from inception through a development and commercialization partnership with Pfizer. He led the non-GLP and IND enabling studies for iSONEP leveraging relationships with biotech companies, contract research organizations, and academia. He was actively involved in all aspects of the iSONEP ocular program, including formulation, toxicology and CMC. He played a key role in the design and development of clinical protocols and presentation of the program to the FDA. Dr. Stoller currently serves as a member of the Pfizer-Lpath Joint Development Committee. He played a key role in establishing that bioactive lipids are mediators of human retinal disease. He is a member of the major medical organizations in his field including The Retina Society and The American Society of Retina Specialists. He is currently a Steering Committee Member of the American Academy of Ophthalmology's Ophthalmic Registry Work Group where he serves as the sole representative for The Macula Society, The Retina Society and The American Society of Retina Specialists. He has served as Editorial Board Member of The American Academy Of Ophthalmology.

Dr. Peter K. Kaiser is an internationally recognized vitreoretinal specialist and a leader in ophthalmic pharmaceutical development. In addition to being a cofounder of SKS Ocular LLC, Dr. Kaiser has been a principal investigator in over 50 trials evaluating new treatments for AMD, DR, and other retinal disorders, and Study Chairman of 7 major, multi-center, international clinical trials. He has participated in the preparation of regulatory filings and presentations to the FDA for Regeneron, and Thrombogenics. Dr. Kaiser is the founder and director of the Digital Optical Coherence Tomography Reading Center (DOCTR), which is the OCT coordinating center for numerous multicenter clinical trials. He serves on the scientific advisory boards of Bayer, Novartis, Digisight, Genentech, GlaxoSmithKline, Allegro, Alcon, Allergan, Regeneron, Bausch and Lomb, Thrombogenics, Alimera, Oraya, Ophthotech, and Kanghong. He is a National Institute of Health RO1 funded investigator and leads a team involved in the evaluation of vascular biology in age-related macular degeneration and diabetic retinopathy. He has

authored six ophthalmology textbooks, and more than 200 peer-reviewed papers. He is Editor-in-Chief of Retinal Physician, Associate Editor of International Ophthalmology Clinics, and serves on the editorial boards of American Journal of Ophthalmology, Retina, Retina Today, and Ocular Surgery News. Dr. Kaiser has been recognized by the American Academy of Ophthalmology and American Society of Retina Specialists with both Achievement and Senior Achievement Awards.

Simultaneously with the acquisition of SKS, Ohr completed a holding company reorganization in which Ohr merged with a wholly-owned subsidiary and a new parent corporation succeeded Ohr as a public holding company under the same name. The business operations of Ohr will not change as a result of the reorganization. The new holding company retains the name “Ohr Pharmaceutical, Inc.” Outstanding shares of the capital stock of the former Ohr Pharmaceutical, Inc. were automatically converted, on a share for share basis, into identical shares of common stock of the new holding company. As a result, stockholders will not need to exchange their old stock certificates. The common stock of the new holding company will continue to be listed on the NASDAQ Stock Market under the symbol “OHRP.” The certificate of incorporation, bylaws, executive officers and board of directors of the new holding company are the same in all substantive respects as those of the former Ohr Pharmaceutical, Inc. in effect immediately prior to the reorganization. In addition, the rights, privileges and interests of Ohr's stockholders will remain the same for the new holding company. Additional information can be found in the Form 8-K filed by Ohr with the Securities and Exchange Commission on June 2, 2014.

*About Squalamine Eye Drops*
Squalamine is an anti-angiogenic small molecule with a novel intracellular mechanism of action, which counteracts multiple growth factors implicated in the angiogenesis process. Ohr Pharmaceutical has developed a novel eye drop formulation of Squalamine for the treatment of wet-AMD, designed for self-administration, which may provide several potential advantages over the FDA approved current standards of care, which require intravitreal injections directly into the eye. The drug, using an intravenous administration in over 250 patients in Phase I and Phase II trials for the treatment of wet-AMD, showed favorable biological effect and maintained and improved visual acuity outcomes. In May 2012, the Squalamine Eye Drop program was granted Fast Track Designation by the U.S. FDA. A Phase II randomized, double blind, placebo-controlled study (OHR-002) to evaluate the efficacy and safety of Squalamine Eye Drops for the treatment of wet-AMD has completed enrollment and interim data is anticipated in mid to late June 2014. Three additional investigator sponsored trials (IST) are evaluating Squalamine eye drops for the treatment of proliferative diabetic retinopathy, retinal vein occlusion and diabetic macular edema, with one additional IST expected to be initiated in diabetic macular edema in the second calendar quarter of 2014.

*About Ohr Pharmaceutical, Inc.*
Ohr Pharmaceutical Inc. (OHRP) is a research and development company with a primary focus in ophthalmology. The Company's lead product, Squalamine, is currently being studied as an eye drop formulation in several company sponsored and investigator sponsored Phase 2 clinical trials for various back-of-the-eye diseases, including the wet form of age related macular degeneration, retinal vein occlusion, diabetic macular edema, and proliferative diabetic retinopathy. Ohr is also developing OHR/AVR118 for the treatment of cancer cachexia. Additional information on the Company can be found at found at www.ohrpharmaceutical.com.

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*Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: This news release contains forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are made only as the date thereof, and Ohr Pharmaceutical undertakes no obligation to update or revise the forward-looking statement whether as a result of new information, future events or otherwise. Our actual results may differ materially and adversely from those expressed in any forward-looking statements as a result of various factors and uncertainties, including the future success of our scientific studies, our ability to successfully develop products, rapid technological change in our markets, changes in demand for our future products, legislative, regulatory and competitive developments, the financial resources available to us, and general economic conditions. Shareholders and prospective investors are cautioned that no assurance of the efficacy of pharmaceutical products can be claimed or assured until final testing; and no assurance or warranty can be made that the FDA or Health Canada will approve final testing or marketing of any pharmaceutical product. Ohr's most recent Annual Report and subsequent Quarterly Reports discuss some of the important risk factors that may affect our business, results of operations and financial condition. We disclaim any intent to revise or update publicly any forward-looking statements for any reason.*

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