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**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): January 15, 2015**

**Ohr Pharmaceutical, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other Jurisdiction of Incorporation)

**333-88480**

(Commission File Number)

**#46-5622433**

(IRS Employer Identification No.)

**800 Third Avenue, 11th Floor, New York, NY**

(Address of Principal Executive Offices)

**10022**

(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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On January 15, 2015, the Company agreed to amend the 66,667 outstanding Class H common stock purchase warrants originally issued by the Company on January 15, 2010 to provide for cashless exercise. All of the outstanding warrants are held by Ira Greenstein, a director of the Company.

Amendment 1 to the Warrant Agreement is being filed as exhibit 10.52.

**Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
10.52	<a href="#"><u>Amendment No. 1 to Warrant Agreement, dated January 15, 2015</u></a>

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**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.

Dated: January 20, 2015

OHR PHARMACEUTICAL, INC.

By: /s/ Irach Taraporewala  
Dr. Irach Taraporewala, President and CEO

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AMENDMENT 1 TO CLASS H COMMON STOCK PURCHASE WARRANT

This AMENDMENT 1 (this "Amendment"), dated as of January 15, 2015, to the Class H Common Stock Purchase Warrants (the "Warrants"), originally issued by Ohr Pharmaceutical, Inc. (the "Company") on January 15, 2010;

WITNESSETH:

WHEREAS, under the terms of Sections 18 and 19 of the Warrants, the Warrants may be amended with the consent (the "Required Consent") of a majority in interest of the holders of the Warrants;

WHEREAS, Greenstein, the sole holder of the Warrants, upon execution of this Amendment constitutes the Required Consent; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning set forth in the Warrants;

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

1. Greenstein and the Company agree that the Warrants are hereby amended to provide:

(a) The following term shall be added as defined term in the Warrants:

““Fair Market Value” shall be equal to the average of the closing sale price of the Common Stock during the five (5) trading days immediately preceding the date of the event which requires the determination of Fair Market Value on the Nasdaq Capital Market during such five (5) day trading period.”

(b) In addition to the exercise rights set forth in Section 3.1 and 3.2 of the Warrants, Greenstein, a Holder of the Warrants, may exercise the Warrants as

follows:

“In addition to the method of payment set forth in Section 3.1 or 3.2 of the Warrants and in lieu of any cash payment required thereunder, the Holder(s) of the Warrants shall have the right at any time and from time to time to exercise the Warrants in full or in part by surrendering shares of Common Stock or Warrants in the manner and at the place specified in Section 3.1 of the Warrants as payment of the aggregate Purchase Price per share for the Warrants to be exercised. The number of Warrants or shares of Common Stock to be surrendered in payment of the aggregate Purchase Price for the Warrants to be exercised shall be determined by multiplying the number of Warrants to be exercised by the Purchase Price per share, and then dividing the product thereof by an amount equal to the Fair Market Value per share of Common Stock on the date that all documents and instruments required to be delivered or surrendered to the Company for exercise of the Warrant have been so delivered or surrendered.”

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(c) Greenstein hereby agrees to lock up all shares received upon exercise of the Warrant for a period of one year from the date hereof pursuant to a lockup agreement in customary form.

2 . Miscellaneous. (a) Except as specifically provided herein, (i) the Agreement and Warrants shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, (ii) the execution, delivery and effectiveness of this Amendment shall not constitute a waiver of any provision of any of the Warrant, (iii) all references to the Warrant in the Warrant and this Amendment shall refer to the Warrant as amended hereby and as amended from time to time, and (iv) this Amendment shall be subject to Sections 17 through 19 of the Warrants.

(b) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Amendment shall be accepted, effective and binding, for all purposes, when the parties shall have signed and transmitted to each other, by fax, .pdf or otherwise, copies of this Amendment.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers, as of the date and year first above written.

OHR PHARMACEUTICAL, INC.

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

/s/ Ira Greenstein  
Name: Ira Greenstein

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