

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Intellicell Biosciences, Inc.

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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) October 23, 2012

Intellicell Biosciences, Inc.

(Exact Name of Registrant as Specified in Charter)

Nevada	000-54729	91-1966948
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
460 Park Avenue, 17 th Floor, New York, New York		10022
(Address of Principal Executive Offices)		(Zip Code)

Registrant's telephone number, including area code: (646) 576-8700

(Former Name or Former Address, if Changed Since Last Report)

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))

Item 1.01 Entry into a Material Definitive Agreement.**Item 3.02 Unregistered Sales of Equity Securities**

Between November 5, 2012 and November 6, 2012, Intellicell Biosciences, Inc. (the “Company”) entered into an exchange agreement (the “Exchange Agreement”), with two investors who participated in the Company’s series E preferred stock private placement (the “Series E Preferred Stock Investors”) pursuant to which the Series E Preferred Investors holding an aggregate of 125 shares of the Company’s series E convertible preferred stock, par value \$0.01 per share (the “Preferred Stock”), agreed to exchange their Preferred Stock for (i) an aggregate of 833,334 shares of the Company’s Common Stock and (ii) a five-year warrant to purchase an aggregate of 416,667 shares of Common Stock at an exercise price of \$0.45 per share. The Series E Preferred Stock Investors also provided their consent to allow the Company to take all actions necessary to cancel the Preferred Stock which will include the filing of a Withdrawal of Designation with the Secretary of State of Nevada. As of the date of this Current Report on Form 8-K, the Company has not filed any documents with the Nevada Secretary of State.

The new securities issued to the Series E Preferred Stock Investors were issued in accordance with Section 3(a)(9) under the Securities Act of 1933, as amended (the “Securities Act”).

The foregoing information is a summary of the agreement involved in the transaction described above, is not complete, and is qualified in its entirety by reference to the full text of such agreement, a copy of which are attached as an exhibit to this Current Report on Form 8-K. Readers should review such agreement for a complete understanding of the terms and conditions associated with this transaction.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.

On October 23, 2012, the board of directors of the Company appointed Myron Holubiak as a director of the Company, effective immediately, filling the vacancy resulting from the resignation of Mr. Stuart Goldfarb. Mr. Holubiak does not have any family relationship with any director, executive officer or person nominated or chosen by us to become a director or executive officer. There is no understanding or arrangement between Mr. Holubiak and any other person pursuant to which Mr. Holubiak was selected as a director. There are no transactions in which Mr. Holubiak has an interest requiring disclosure under Item 404(a) of Regulation S-K. Mr. Holubiak has not entered into any material plan, contract or arrangement in connection with his appointment as director.

Mr. Holubiak is the former President of Roche Laboratories, Inc. He held this position from December 1998 to August 2001. From August 2001 to June 2002, Mr. Holubiak was President, Chief Operating Officer and member of the Board of Directors of iPhysicianNet, Inc., a video detailing company. From July 2002 to April 2007 Mr. Holubiak was President and Chief Operating Officer of HealthSTAR Communications, Inc., a health care marketing communications network of 16 companies. Currently, Mr. Holubiak is the President and a member of the board of directors of 1-800-Doctors, Inc., a medical referral company that provides consumers with access to physicians and hospitals. From April 2004 to July 2008 Mr. Holubiak served on the board of directors of Nastech Pharmaceuticals Company, Inc. (now Marina Biotech, Inc.). Mr. Holubiak is also a member of the board of directors of Venture Biosciences, Inc. Mr. Holubiak is currently the Chairman of the Board of Directors of BioScrip, Inc, a specialty pharmaceutical company.

A copy of the press release announcing Mr. Holubiak’s appointment is attached hereto as Exhibit 99.1.

Item 8.01 Other Events.

On November 8, 2012, the Company was notified according to the Federal Drug Administration (“FDA”) validation registration number 3009842420, that its new facility located at 460 Park Avenue, New York, NY 10022 is now registered to recover, process, package, store, and label human cells and tissue products (HCT/P’s) such as the IntelliCell autologous stromal vascular fraction cellular product. In the registration notification, FDA acknowledged that the IntelliCell process is to be covered under regulations for tissue products. The HCT/P regulations are described in 21 CFR section 1271.10.

A copy of the press release announcing the FDA registration is attached hereto as Exhibit 99.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Form of Exchange Agreement for the Series E Preferred Stock Investors
99.1	Press Release of Intellicell Biosciences, Inc. dated October 29, 2012.
99.2	Press Release of Intellicell Biosciences, Inc. dated November 8, 2012.

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.

INTELLICELL BIOSCIENCES, INC.

Date: November 8, 2012

By: /s/ Dr. Steven Victor
Dr. Steven Victor
Chief Executive Officer

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "Agreement"), dated as of November __, 2012, is made by and between Intellicell Biosciences, Inc., a Nevada corporation ("Company"), and _____ (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement and pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), the Company desires to exchange with the Purchasers, and the Purchasers desires to exchange with the Company, securities of the Company as more fully described in this Agreement.

WHEREAS, on October __, 2012, the Purchaser entered into a subscription agreement (the "Agreement") with the Company pursuant to which the Company sold the Purchaser ___ shares of the Company's series E convertible preferred stock (the "Preferred Stock") for aggregate gross proceeds of \$___;

WHEREAS, the Company and the Purchaser wish to exchange the Preferred Stock for units consisting of shares of Common Stock and Warrants (as defined below) being offering by the Company in accordance with the terms of that certain amended and restated confidential private placement memorandum, a copy of which is attached hereto (the "Memorandum") in consideration for the Purchaser agreeing to cancel the Preferred Stock;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1 . Terms of the Exchange. The Company and the Purchaser agree that the Purchaser will exchange the Preferred Stock in exchange for (i) _____ shares of the Company's Common Stock (collectively, the "Shares") (ii) a warrant to purchase _____ shares of Common Stock at an exercise price of forty-five cents (\$0.45) per share (collectively, the "Warrants" and together with the Shares, the "New Securities").

2 . Consent. By executing this Agreement, the Purchaser hereby provides its consent to allow the Company to take all necessary action to effectuate the terms of this Agreement, including, but not limited to, approving any actions necessary to cancel the Preferred Stock which will include the filing of a Withdrawal of Designation with the Secretary of State of Nevada reflecting the changes set forth herein.

3. Closing. Upon satisfaction of the conditions set forth herein, a closing shall occur at the principal offices of the Company, or such other location as the parties shall mutually agree. At closing, Purchaser shall deliver its Preferred Stock to the Company and the Company shall deliver to such Purchaser a certificate evidencing the New Securities in the name of the Purchaser and in the amounts as set forth in Section 1 above. Upon closing, any and all obligations of the Company to Purchaser under the Preferred Stock shall be fully satisfied, the Preferred Stock shall be terminated and Purchaser will have no remaining rights, powers, privileges, remedies or interests under the Preferred Stock.

4. Further Assurances

. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5. Representations and Warranties of the Purchaser. The Purchaser represents and warrants as of the date hereof and as of the closing to the Company as follows:

a . Authorization; Enforcement. The Purchaser has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Purchaser and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Purchaser and no further action is required by the Purchaser. This Agreement has been (or upon delivery will have been) duly executed by the Purchaser and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

b . Tax Advisors. Such Purchaser has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. With respect to such matters, such Purchaser relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Purchaser understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

c. Own Account. Each Purchaser agrees and acknowledges that the New Securities shall be “restricted securities” and must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration, including Rule 144, is available. Furthermore, each Purchaser and is acquiring the New Securities as principal for its own account and not with a view to or for distributing or reselling such New Securities or any part thereof in violation of the Securities Act or any applicable state securities law, has no present intention of distributing any of such New Securities in violation of the Securities Act or any applicable state securities law, has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such New Securities in violation of the Securities Act or any applicable state securities law and is acquiring the New Securities hereunder in the ordinary course of its business.

d. Purchaser Status. Each Purchaser acknowledges that he/she/it is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

e. Experience of Such Purchaser. Such Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the New Securities, and has so evaluated the merits and risks of such investment. Such Purchaser is able to bear the economic risk of an investment in the New Securities and, at the present time, is able to afford a complete loss of such investment.

f. Company Materials. The Purchaser hereby acknowledges receipt and careful review of this Agreement, the Memorandum, including the form of Warrant and all other exhibits, annexes and appendices thereto (the "Offering Materials"), has had access to the Company's Annual Report on Form 10-K and the exhibits thereto for the fiscal year ended December 31, 2011 (the "Form 10-K"), the Company's Quarterly Report on Form 10-Q and the exhibits thereto for the quarterly period ended June 30, 2012 (the "Form 10-Q") and all subsequent periodic and current reports filed with the SEC as publicly filed with and available at the website of the SEC which can be accessed at www.sec.gov, and hereby represents that the Purchaser has been furnished with all information regarding the Company, the terms and conditions contained in the Offering Materials and any additional information that the Purchaser has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions contained in the Offering Materials.

5. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Purchaser:

a. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors of the Company or the Company's stockholders in connection therewith. This Agreement has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

6. Release by the Purchaser. In consideration of the foregoing, the Purchaser releases and discharges Company, Company's officers, directors, principals, control persons, past and present employees, insurers, successors, and assigns ("Company Parties") from all actions, cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against Company Parties ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever, whether or not known or unknown, from the beginning of the world to the day of the date of this Release arising under the Preferred Stock. It being understood that this Section shall be limited in all respects to all matters arising under or related to the Preferred Stock.

7. Miscellaneous.

a. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

b. Governing Law; Jurisdiction; Waiver of Jury Trial This Agreement shall be governed by and construed under the laws of the State of New York without regard to the choice of law principles thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York located in The City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or therewith or with any transaction contemplated hereby or thereby, and hereby irrevocably waives any objection that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

d. Counterparts/Execution. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other

party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains an electronic file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic file signature page (as the case may be) were an original thereof.

e . Notices. Any notice, request or other document required or permitted to be given or delivered to the Purchaser by the Company shall be delivered in accordance with the notice provisions of the Purchase Agreement.

f Expenses. The parties hereto shall pay their own costs and expenses in connection herewith.

g. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral, between or among the parties. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by all parties, or, in the case of a waiver, by the party waiving compliance. Except as expressly stated herein, no delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder preclude any other or future exercise of any other right, power or privilege hereunder.

h . Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

i. Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise this Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

j . Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser hereunder are several and not joint with the obligations of any other Purchasers hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

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IN WITNESS WHEREOF, the parties hereto have caused this Exchange Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

INTELLICELL BIOSCIENCES, INC.

By: _____
Name: Steven A. Victor
Title: Chief Executive Officer

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SIGNATURE PAGE FOR PURCHASERS FOLLOW]

[PURCHASER SIGNATURE PAGES TO SVFC EXCHANGE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Exchange Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: _____

Signature of Authorized Signatory of Purchaser. _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Fax Number of Authorized Signatory: _____

Number of Shares of Preferred Stock Owned: _____

[SIGNATURE PAGES CONTINUE]

IntelliCell BioSciences Announces Myron Z. Holubiak Joins the IntelliCell BioSciences Board of Directors

NEW YORK, Oct. 29, 2012 /PRNewswire/ -- IntelliCell BioSciences, Inc. ("Company") (SVFC) announced today that Myron Z. Holubiak has joined the IntelliCell Board of Directors. Mr. Holubiak is an accomplished biotech and pharmaceutical senior executive with over 30 years of industry experience including directing Roche Laboratories, a \$2.8 billion dollar company with over 3,500 employees, as its President. Mr. Holubiak also serves as Director for Ventrus BioSciences, Inc. and Chairman of the Board for BioScrip, Inc.

IntelliCell's Chairman and CEO, Dr. Steven Victor, stated, "Our Company is very pleased to announce today that Myron Holubiak is joining our Board of Directors. He is bringing a wealth of industry experience and accomplishments to our executive team. I look forward to working with him to assist IntelliCell in its growth strategies as the Company continues its thought leadership role as a preeminent Regenerative Medicine organization."

Said Mr. Holubiak, "The decades of scientific research into regenerative medicine is now showing dramatic results and fulfilling the promise we all had hoped for.

"Dr. Victor's pioneering efforts in the advancement of the science and his innovations in the use of ultrasonic cavitation is now setting the standard for the harvest of autologous stromal vascular fractions that are demonstrating promise in clinical efficacy.

"I am pleased to join the board of IntelliCell. The company is committed to far reaching clinical research in the treatment of osteoarthritis, diabetic ulcers, bone and dermal conditions where regenerative processes are desperately needed.

"I look forward to participating in the growth of IntelliCell at such an exciting time."

About IntelliCell BioSciences

IntelliCell is a pioneering regenerative medicine company focused on the expanding regenerative medical markets using adult autologous vascular cells (SVC's) derived from the blood vessels in the adult adipose tissue. IntelliCell BioSciences has developed its own patent pending protocol to separate adult autologous vascular cells from adipose tissue without the use of enzymes. IntelliCell will also be seeking to develop technology-licensing agreements with technology developers, universities, and international business entities.

Forward-Looking Statements

Certain statements set forth in this press release constitute "forward-looking statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "will reach," "will change," "will soon," "should," "could," "would," "may," "can" or words or expressions of similar meaning. Such statements are not guarantees of future performance and are subject to risks and uncertainties that could cause the company's actual results and financial position to differ materially from those included within the forward-looking statements. Forward-looking statements involve risks and uncertainties, including those relating to the Company's ability to grow its business. Actual results may differ materially from the results predicted and reported results should not be considered as an indication of future performance. The potential risks and uncertainties include, among others, the Company's limited operating history, the limited financial resources, domestic or global economic conditions, activities of competitors and the presence of new or additional competition, and changes in Federal or State laws. More information about the potential factors that could affect the Company's business and financial results is included in the Company's filings, available via the United States Securities and Exchange Commission.

Contacts:

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(646) 576-8706

IntelliCell BioSciences Announces FDA Listing For Human Cells, Tissues, and Cellular Based Products

NEW YORK, November 8, 2012 -- IntelliCell BioSciences, Inc. ("Company") (SVFC) announced today that it has been notified according to the FDA validation registration number 3009842420, that its new facility located at 460 Park Avenue, New York, NY 10022 is now registered to recover, process, package, store, and label human cells and tissue products (HCT/P's) such as the IntelliCell autologous stromal vascular fraction cellular product. In the registration notification, FDA acknowledged that the IntelliCell process is to be covered under regulations for tissue products.. The HCT/P regulations are described in 21 CFR section 1271.10.

IntelliCell's Chairman and CEO, Dr. Steven Victor, stated "Our Company is very pleased to announce today that our new cellular processing facility has now been registered to process an individual's own tissue for the purpose of acquiring their stem and regenerative cells for use in regenerative medicine. The IntelliCell processing technology is designed to allow physicians to treat their patients during a same day and same procedure basis much the same way that bone marrow transplants and IVF treatments are performed today. This is a significant step for the Company as it continues its mission to be a leading regenerative medicine company. We look forward to continuing to work with FDA as we prepare a number of clinical studies for disease states with high unmet clinical needs."

Robert Sexauer, EVP of Clinical Development stated "We can now begin to move forward with our plans for in-human clinical studies such as lower limb ischemia by applying to Institutional Review Boards (IRB's) with study protocols and laboratory processes that will be compliant with the federal and state regulations. By operating under regulations for 21 CFR 1271.10 regulations, similar to autologous tissue transplants, we may be able to prepare a number of regenerative medicine projects and we look forward to working with FDA to meet any and all requirements."

About IntelliCell BioSciences

IntelliCell BioSciences is a Regenerative Medicine company developing novel technologies that address the regenerative, curative, and preventative conditions of disease states with high unmet clinical needs. The Company has several patent pending applications including an industry unique method of obtaining autologous stromal vascular fraction cells (SVF) from the vasculature surrounding adipose tissue containing adult stem cells and a robust population of regenerative healing cells. The Company is also pioneering the development of autologous and allogeneic cells from living and non-living tissue donors for research purposes. IntelliCell is planning a series of in-human clinical studies with top tier universities for the treatment of osteoarthritis, multiple sclerosis, lower limb ischemic wounds, and gum regeneration in the oral cavity as well as medical aesthetics. The Company has developed a first in class cGMP cellular processing facility in New York City, purpose built and designed to be fully integrated into its ambulatory surgery center.

Forward-Looking Statements

Certain statements set forth in this press release constitute "forward-looking statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "will reach," "will change," "will soon," "should," "could," "would," "may," "can" or words or expressions of similar meaning. Such statements are not guarantees of future performance and are subject to risks and uncertainties that could cause the company's actual results and financial position to differ materially from those included within the forward-looking statements. Forward-looking statements involve risks and uncertainties, including those relating to the Company's ability to grow its business. Actual results may differ materially from the results predicted and reported results should not be considered as an indication of future performance. The potential risks and uncertainties include, among others, the Company's limited operating history, the limited financial resources, domestic or global economic conditions, activities of competitors and the presence of new or additional competition, and changes in Federal or State laws. More information about the potential factors that could affect the Company's business and financial results is included in the Company's filings, available via the United States Securities and Exchange Commission.

Contacts:

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