
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):

JUNE 12, 2008

XENOMICS, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

FLORIDA
(STATE OR OTHER JURISDICTION OF INCORPORATION)

333-103083
(COMMISSION FILE NUMBER)

04-3721895
(I.R.S. EMPLOYER IDENTIFICATION NO.)

420 LEXINGTON AVENUE. SUITE 1701
NEW YORK, NEW YORK 10170
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(212) 297-0808
(REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (SEE General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On June 12, 2008 Xenomics, Inc. (the "Company") raised an additional \$500,000 from an investor, of which \$350,000 was invested at the closing today and an additional \$150,000 to be invested on or before August 15, 2008. The purchase price was \$.55 per share, and the investor received warrants to purchase up to 318,182 shares of the Company's common stock at a price of \$.75 per share.

In connection with the financing, the Company entered into Amendment No. 7 (the "Amendment"), dated as of June 12, 2008, to the Warrant and Put Option Agreement originally dated as of November 30, 2006. The Amendment extended to September 1, 2008, the date on which the Company may, at its sole discretion, exercise a put option (the "Put Option") to require the Chairman (who is the Lead Investor under the warrant agreement) to invest in the Company up to an additional \$1,500,000 for the purchase of common stock at a purchase price of \$.55 per share (the "Shares"). The Amendment also credits the Chairman with amounts raised to reduce his obligation under the Put, so that the Put obligation is, as of this time, reduced to \$1,150,000. The Amendment is filed as Exhibit 4.1 to this report. (Capitalized terms not otherwise defined herein are given the meaning ascribed to them as set forth in the Amendment).

ITEM 5.02 DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On June 12, 2008, the Board of Directors of the Company appointed Kira Sheinerman a director of the Company.

Kira Sheinerman is a Director, Investment Banking at Rodman & Renshaw, LLC. Prior to her current position at Rodman & Renshaw, LLC, she worked at The Arcus Group, specializing on analysis of market opportunities for early to late stage biotech products and on investment and acquisition opportunities in the fields of oncology, CNS, infectious diseases and critical care; she also served as a business development consultant for a number of early stage biotech companies. Dr. Sheinerman received a Ph.D. in Biomedical Sciences from Mount Sinai School of Medicine for her work on molecular mechanisms of Alzheimer's disease. She also holds an MBA from the Honors program at Baruch College/CUNY. During her doctoral and MBA studies Dr. Sheinerman had been a recipient of Bi-national (Italy/USA) Research fellowship in Alzheimer's disease, Nash Scholarship, and Marvin Schwartz Distinguished Service Award.

ITEM 8.01 OTHER EVENTS

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

- 4.1 Form of Amendment No. 7 to Warrant and Put Option Agreement dated as of June 12, 2008.

SIGNATURE

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.

XENOMICS, INC.

Date: June 18, 2008

By: /s/ Gianluigi Longinotti-Buitoni

Gianluigi Longinotti-Buitoni
Executive Chairman

AMENDMENT NO. 7 TO WARRANT AND PUT OPTION AGREEMENT

This AMENDMENT NO. 7 (the "Seventh Amendment ") to the WARRANT AND PUT OPTION AGREEMENT (the "Agreement") originally dated as of November 30, 2006, by and between Gianluigi Longinotti-Buitoni (the "Lead Investor"), and Xenomics, Inc. (the "Company"), as amended August 29, 2007, October 30, 2007, February 25, 2008, April 11, 2008, May 15, 2008 and May 30, 2008 is dated as of June 12, 2008.

WITNESSETH:

WHEREAS, on November 30, 2006, the Lead Investor and the Company entered into the Agreement and amended such Agreement on August 29, 2007, October 30, 2007, February 25, 2008, April 11, 2008, May 15, 2008 and May 30, 2008; and

WHEREAS, the Lead Investor and the Company desire to amend Section 3(b) of such Agreement in order to preserve the Company's right to exercise the Maximum Put Amount until September 1, 2008.

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agreement is hereby amended as follows:

1. The second sentence of the definition of "Maximum Put Amount" in Section 3(b)(i) is hereby replaced in its entirety with "In no event shall the Maximum Put Amount exceed \$1,150,000 for the Units or \$.55 per Share."

2. Section 3(b)(ii) shall be replaced in its entirety with the following:

"Since the Financing Condition has not been met, at the Company's sole discretion, upon written notice from the Company on or before September 1, 2008, by September 2, 2008 (the "Put Closing Date"), the Lead Investor shall purchase the number of Units specified in such notice up to the Maximum Put Amount divided by the applicable Exercise Price, i.e. \$.55 per share. On the Put Closing Date, the Lead Investor shall surrender this Warrant and the full Exercise Price of the Units specified in the Notice in immediately available funds against the Company's delivery of Lead Investor's Securities. If less than all of the Additional Shares which may then be acquired on the exercise of this Warrant are specified in the Notice, the Company shall cancel this Warrant and issue and deliver to the Lead Investor a new Warrant for the Lead Investor's Additional Shares remaining."

3. The Company and the Lead Investor acknowledge that the Lead Investor's Warrants under Paragraph 1 of the Agreement shall be terminated other than the Lead Investor's option to purchase the Additional Shares underlying the Units referred to in Paragraphs 1 and 2 herein and other than the Warrants underlying the Maximum Put Option, which the Company may "put" to the Lead Investor pursuant to Paragraphs 1 and 2 hereof.

4. (A) This Seventh Amendment shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof or the actual domiciles of the parties.

(B) Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect, and the Agreement and Amendments Nos. 1, 2, 3, 4, 5 and 6 are in all respects ratified and confirmed. This Seventh Amendment replaces and substitutes for the Sixth Amendment dated as of May 30, 2008. On and after the date of this Seventh Amendment, each reference in the Amendment to the "Agreement," "hereinafter," "herein," "hereunder," "hereof," or words of like import shall mean and be a reference to the Agreement as amended by this Seventh Amendment. Capitalized terms not otherwise defined herein are given the meaning ascribed to them as set forth in the Agreement.

(C) This Seventh Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single Amendment.

5. Copies of all notices to the Company pursuant to Paragraph 14 of the Agreement shall also be sent to: Herrick, Feinstein LLP, 2 Park Avenue, New York, New York 10016, Attn: Ted D. Rosen, Esq.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as
of the date stated above.

LEAD INVESTOR

By: /s/ Gianluigi Longinotti-Buitoni

Gianluigi Longinotti-Buitoni

XENOMICS, INC.

By: /s/ Gianluigi Longinotti-Buitoni

Name: Gianluigi Longinotti-Buitoni
Title: Executive Chairman
