

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

September 22, 2008  
(Date of Earliest Event Reported)

**Advaxis, Inc.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**00028489**  
(Commission  
File Number)

**02-0563870**  
(IRS Employer  
Identification No.)

**Technology Center of New Jersey**  
**675 Rt. 1, Suite B113**  
**North Brunswick, N.J. 08902**  
(Address of principal executive offices)

**(732) 545-1590** (Registrant's telephone number, including area code)

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(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 (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 September 22, 2008, Advaxis, Inc. (the “Company”) entered into a Note Purchase Agreement (the “Agreement”) with the Company’s Chief Executive Officer, Thomas Moore, pursuant to which the Company agreed to sell to Mr. Moore, from time to time, one or more senior promissory notes (each a “Note” and collectively the “Notes”) with an aggregate principal amount of up to \$800,000.

The Agreement was reviewed and recommended to the Company’s Board of Directors (the “Board”) by a special committee of the Board and was approved by a majority of the disinterested members of the Board. The Note or Notes, if and when issued, will bear interest at a rate of 12% per annum, compounded quarterly, and will be due and payable on the earlier of the close of the Company’s next equity financing resulting in gross proceeds to the Company of at least \$5,000,000 (the “Subsequent Equity Raise”) or February 15, 2009 (the “Maturity Date”). The Note(s) may be prepaid in whole or in part at the option of the Company without penalty at any time prior to the Maturity Date.

In consideration of Mr. Moore’s agreement to purchase the Notes, the Company agreed that concurrently with the Subsequent Equity Raise, the Company will issue to Mr. Moore a warrant to purchase the Company’s common stock, which will entitle Mr. Moore to purchase a number of shares of the Company’s common stock equal to one share per \$1.00 invested by Mr. Moore in the purchase of one or more Notes. Such warrant would contain the same terms and conditions as warrants issued to investors in the Subsequent Equity Raise.

To date and pursuant to the Agreement, Mr. Moore has lent the Company \$235,000.

The Agreement and Form of Note are attached as Exhibits 10.1 and 4.1, respectively, to this Report on Form 8-K and are incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 of this report is incorporated herein by reference.

**Item 8.01 Other Events**

On September 30, 2008, the Registrant issued a press announcing the terms of the Agreement. A copy of the press release is attached as Exhibit 99.1 to this Report on Form 8-K and are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

4.1	Form of Senior Promissory Note.
10.1	Note Purchase Agreement, between Advaxis, Inc. and Thomas A. Moore, dated September 22, 2008.
99.1	Press release of Advaxis, Inc., dated September 30, 2008.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: September 30, 2008

**Advaxis, Inc.**

By: /s/ Thomas A. Moore

Name: Thomas A. Moore

Title: Chief Executive Officer

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**ADVAXIS, INC.**

**FORM OF SENIOR PROMISSORY NOTE**

Maturity Date: February 15, 2009

THIS SENIOR PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAW. NO SALE, TRANSFER, PLEDGE OR ASSIGNMENT OF THIS SENIOR PROMISSORY NOTE SHALL BE VALID OR EFFECTIVE UNLESS (A) SUCH TRANSFER IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAW, OR (B) SUCH TRANSFER IS MADE PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAW.

FOR VALUE RECEIVED, Advaxis, Inc., a Delaware corporation (the “Company”), promises to pay to Thomas A. Moore, the joint registered holder or registered assigns hereof (the “Holder”), the principal amount of [AMOUNT IN WORDS] (\$\_\_\_\_\_), payable on February, 2009 (the “Maturity Date”), or such earlier date as required by Section 2 hereof, together with interest on the outstanding principal amount of this Note, accruing at the rate of twelve percent (12%) per annum, compounded quarterly, commencing on the date hereof, subject to Section 2 hereof. All interest shall be calculated on the basis of a 360-day year counting the actual days elapsed. Accrued interest shall be payable upon the maturity of this Note and at the time of any prepayment, as provided below. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Note Purchase Agreement, dated as of the date hereof, between the Company and the Holder (the “Note Purchase Agreement”).

1. Payments and Prepayments.

(a) Payments of principal and interest on this Note shall be made at the Holder’s address as set forth in the Note Purchase Agreement, or such other place or places as may be specified by the Holder of this Note in a written notice to the Company.

(b) Payments of principal and interest on this Note shall be made in lawful money of the United States of America by wire transfer of immediately available funds so as to be received by the Holder on the due date of such payment.

(c) If any payment on this Note becomes due and payable on a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close, the maturity thereof shall be extended to the next succeeding business day and, with respect to payments of principal, interest thereon shall be payable during such extension.

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(d) This Note may be prepaid in whole or in part at the option of the Company at any time prior to the Maturity Date. Accrued interest on any amount of principal prepaid shall be due and payable at the time of such prepayment.

2. Events of Default. In the event that any one or more of the following occurs (each, an “Event of Default”):

(i) the Company defaults in the payment of principal on the date due or defaults in the payment of interest required to be made on this Note and such default in the payment of interest shall continue for a period of ten (10) days;

(ii) the Company ceases all or substantially all of its business activities other than by reason of natural disaster; material fire or other casualty; quarantine or epidemic or other cause beyond the Company’s reasonable control, and the Company does not resume all or substantially all of its business activities within sixty (60) days thereafter;

(iii) the Company hereafter makes an assignment for the benefit of creditors, or files a petition in bankruptcy as to itself, is adjudicated insolvent or bankrupt, petitions a receiver of or any trustee for the Company or any substantial part of the property of the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether or not hereafter in effect; or if there is hereafter commenced against the Company any such proceeding and an order approving the petition is entered or such proceeding remains undismissed for a period of sixty (60) days, or the Company by any act or omission to act indicates its consent to the approval of or acquiescence in any such proceeding or the appointment of any receiver of, or trustee for, the Company or any substantial part of its properties, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days;

then, and in any such event, and at any time thereafter, if such event shall then be continuing, the Holder of this Note may (x) declare this Note (including the Premium) immediately due and payable, whereupon the same shall be immediately due and payable without presentment, demand, protest or other notice of any kind, and/or (y) pursue any and all available remedies against the Company for the collection of outstanding principal and interest under this Note. Upon the occurrence and during the continuance of any Event of Default, the interest rate per annum set forth on the first page hereof shall be increased by 0.1% per day until the cure of such Event of Default; provided, that in no event shall such interest rate be increased above the maximum amount permitted by applicable law.

3. Senior Note. This Note, along with the other Notes that may be issued by the Company to the Holder, shall be senior in right of payment to and shall be senior to all other indebtedness of the Company.

4. Miscellaneous.

(a) Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note and of a letter of indemnity reasonably satisfactory to the Company, and upon reimbursement to the Company of all reasonable expenses incident thereto, and upon surrender or cancellation of this Note, if mutilated, the Company will make and deliver a new Note of like tenor in lieu of such lost, stolen, destroyed or mutilated Note.

(b) Except as otherwise expressly provided in this Note, the Company hereby waives diligence, demand, presentment for payment, protest, dishonor, nonpayment, default, and notice of any and all of the foregoing.

(c) Neither any provision of this Note nor any performance hereunder may be amended or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All rights and remedies conferred upon the Holder under this Note shall be cumulative and may be exercised singly or concurrently.

(d) No course of dealing between the Company and the Holder, or any failure or delay on the part of the Holder in exercising any rights or remedies, or any single or partial exercise of any rights or remedies, shall operate as a waiver or preclude the exercise of any other rights or remedies available to the Holder.

(e) In the event that the Holder shall, during the continuance of an Event of Default, turn this Note over to an attorney for collection, the Company shall further be liable for and shall pay to the Holder all collection costs and expenses incurred by the Holder, including reasonable attorneys' fees and expenses; and the Holder may take judgment for all such amounts in addition to all other sums due hereunder.

(f) This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any principles of conflict of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has duly caused this Note to be signed on its behalf, in its corporate name and by its duly authorized officer as of the date and year first written above.

ADVAXIS, INC.

By: \_\_\_\_\_  
Name:  
Title:

ADVAXIS, INC.

**NOTE PURCHASE AGREEMENT**

THIS NOTE PURCHASE AGREEMENT (this "**Agreement**") is made as of the 22 day of September, 2008, by and between Advaxis, Inc., a Delaware corporation (the "**Company**"), and Thomas A. Moore, an individual (the "**Investor**").

**Recitals**

The Investor is the Chief Executive Officer and a member of the Board of Directors of the Company.

The Company desires to issue and sell, and the Investor desires to purchase, upon the Company's demand upon 10 business days' notice, one or more senior promissory notes with an aggregate principal amount of up to eight hundred thousand dollars (\$800,000.00) in substantially the form attached to this Agreement as Exhibit 4.1 (each, a "**Note**").

The Company and the Investor desire that, upon the consummation of a future equity financing by the Company, the Company issue to the Investor warrants to purchase the Company's common stock as described herein.

The Company and the Investor desire to set forth certain agreements and certain terms and conditions regarding the sale and purchase of the Notes.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURCHASE AND SALE OF THE NOTES.**

1.1 **Purchase and Sale of the Notes.** Subject to the terms and conditions of this Agreement and in reliance on the representations and warranties set forth in this Agreement, following the delivery by the Company to the Investor of a written notice (each, a "**Demand Notice**") in accordance with Section 6.7, the Company agrees to issue, sell and deliver to the Investor at the Closing (as defined below), and the Investor agrees to purchase from the Company at the Closing, a Note in the principal amount set forth in the Demand Notice. The Company shall be entitled to deliver one or more Demand Notices to the Investor for an aggregate principal amount of no more than eight hundred thousand dollars (\$800,000.00).

1.2 **Closing.** The closing and funding of the purchase and sale of each Note (each, a "**Closing**") shall take place at the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 no more than ten (10) business days following the date of each Demand Notice as determined in accordance with Section 6.7, or at such other time and place as the Company and the Investor mutually agree upon in writing.

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2. **WARRANTS.**

In consideration of the Investor's agreement to purchase Notes, the Company agrees that, concurrently with the consummation of the Company's next equity financing resulting in gross proceeds to the Company of at least \$5,000,000, the Company shall issue to the Investor a warrant to purchase the Company's common stock (the "**Warrant**"). The Warrant shall entitle the Investor to purchase a number of shares of the Company's common stock equal to one share per \$1.00 invested by the Investor in the purchase of one or more Notes, which share amount shall be subject to appropriate adjustment for stock splits, stock dividends and similar events. The Warrant shall otherwise be on the same terms, including but not limited to exercise price, mechanics of execution and registration rights, applicable to warrants issued to the new investors in such equity financing. In the event that such equity financing does not involve the issuance of warrants, then the Warrant shall have an exercise price equal to the effective purchase price per share paid by investors in such equity financing, and the Investor shall receive registration rights with respect to shares of the Company's common stock underlying the Warrant on the same terms as securities purchased by such investors.

3. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY.**

As of each Closing, the Company hereby represents and warrants to the Investor as follows:

3.1 **Organization and Standing.** The Company is a corporation duly organized and validly existing under, and by virtue of, the laws of the State of Delaware and is in good standing under such laws. The Company has requisite corporate power and authority to own and operate its properties and assets, and to carry on its business as presently conducted. The Company is duly qualified to do business in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Company's business.

3.2 **Corporate Power.** The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement and each Note to be dated the date of each Closing (collectively, the "**Transaction Agreements**") and to carry out and perform its obligations under the terms of each of the Transaction Agreements.

3.3 **Authorization.** All corporate action on the part of the Company, its officers and directors necessary for the authorization, execution, delivery and performance of the Transaction Agreements and the performance of all obligations of the Company hereunder and thereunder has been taken or will be taken prior to each Closing. Each Transaction Agreement, when executed and delivered by the Company, shall constitute a valid and binding obligation of the Company, enforceable in accordance with its respective terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

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3.4 **Offering.** Subject to truth and accuracy of the Investor's representations in Section 4 hereof, the offer, sale and issuance of the Notes constitute transactions exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended (the "**Securities Act**"), and in compliance with applicable state securities laws.

4. **REPRESENTATIONS AND WARRANTIES OF THE INVESTOR.** The Investor represents and warrants to the Company as of the time of each Closing as follows:

4.1 **Authorization.** This Agreement, when executed and delivered by the Investor shall constitute a valid and binding obligation of the Investor, enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

4.2 **Purchase Entirely for Own Account.** This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that each Note will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Investor further represents that the Investor does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person with respect to any Note.

4.3 **Disclosure of Information.** The Investor believes he has received all the information he considers necessary or appropriate for deciding whether to purchase Notes. The Investor further represents that he has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Notes and the business, properties, prospects and financial condition of the Company.

4.4 **Accredited Investor.** The Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities Act.

4.5 **Restricted Securities.** The Investor acknowledges that the Notes may have to be held indefinitely, and may not be sold or transferred, unless subsequently registered under the Securities Act or unless an exemption from such registration is available. The Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permits limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions.

5. **LEGENDS.** The certificates representing each Note shall be endorsed with a legend substantially as follows:

THIS SENIOR PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAW. NO SALE, TRANSFER, PLEDGE OR ASSIGNMENT OF THIS SENIOR PROMISSORY NOTE SHALL BE VALID OR EFFECTIVE UNLESS (A) SUCH TRANSFER IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAW, OR (B) SUCH TRANSFER IS MADE PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAW.

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6. **MISCELLANEOUS.**

6.1 **Waivers and Amendments.** With the written consent of the Company and the Investor, the obligations of the Company and the rights of the Investor under this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely) or this Agreement may be amended. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by a signed statement in writing.

6.2 **Governing Law.** This agreement shall be governed in all respects by the laws of the State of Delaware, without regard to conflict of laws rules.

6.3 **Survival.** The representations, warranties, covenants and agreements made herein shall survive each Closing.

6.4 **Titles and Subtitles.** The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

6.5 **Assignment.** This Agreement shall be binding upon the Company, the Investor and their respective heirs, executors, administrators, assigns and legal representatives.

6.6 **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all other agreements between or among any of the parties with respect to the subject matter hereof.

6.7 **Notices.** All notices and other communications required or permitted hereunder shall be in writing and may be delivered in person or by facsimile, electronic mail, courier or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, addressed (a) if to the Investor, at the address set forth on the signature page of this Agreement, or at such other address as the Investor shall, from time to time, designate to the Company in writing or (b) if to the Company, at such address set forth on the signature page of this Agreement, or at such other address as the Company shall have furnished to the Investor in writing. All such notices and other communications shall be deemed given upon personal delivery, upon confirmation of facsimile transfer, upon confirmation of electronic mail transmission, upon delivery by courier or three business days after deposit in the United States mail. Notwithstanding the foregoing, all notices and communications to addresses outside the United States shall be given by facsimile and confirmed in writing sent by overnight or two-day courier service.

6.8 **Severability.** In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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6.9 **Expenses.** The Company and the Investor shall each bear their own expenses incurred with respect to this transaction.

6.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.11 **Telecopy Execution and Delivery.** A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth above.

**COMPANY:**

**ADVAXIS, INC.**

By: \_\_\_\_\_

Name: Fred Cobb

Title: Vice President Finance

Address:

Technology Centre of New Jersey

675 Rt. 1, Suite B113

North Brunswick, N.J. 08902

Fax: 732-545-1084

e-mail: cobb@Advaxis.com

**INVESTOR:**

\_\_\_\_\_  
Thomas A. Moore

Address:

Technology Centre of New Jersey

675 Rt. 1, Suite B113

North Brunswick, N.J. 08902

Fax: 732-545-1084

e-mail: moore@advaxis.com

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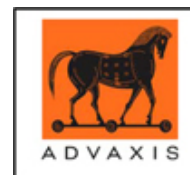


Exhibit 99.1

**ADVAXIS INCORPORATED'S BOARD OF DIRECTORS  
APPROVE SENIOR PROMISSORY NOTE**

*Company Chairman & CEO Thomas Moore To Extend Bridge Loan*

**12% Annual Interest, Up to \$800,000 Principal, Up to 5 Month Term**

**North Brunswick, NJ – September 30, 2008** – The Board of Directors of **Advaxis Inc.**, (OTCBB: ADXS), a developmental biotechnology company, has approved, by majority vote, the motion to accept a senior promissory note (the “Note”) from Advaxis Chairman & CEO Thomas Moore. Following are the terms of the Note:

- o Principal: US\$800,000
- o Interest: 12% Annual Interest`
- o Instrument: Senior Promissory Note
- o Payable: February 15 or the completion of at least US\$5.0 million funding
- o Warrants: 1 for every dollar drawn down and issued at the price/terms per share of the next raise

“The survival and furtherance of this science is paramount,” commented Advaxis, Incorporated Chairman and CEO Thomas (“Tom”) Moore. “Irrespective of the tumultuous market conditions in recent days, my commitment to Advaxis remains steadfast. In the next few months, we will wrap up additional funding and continue our trailblazing efforts in cancer treatment with Lovaxin C for the treatment of cervical cancer.”

As of September 29, 2008 US\$235,000 had been drawn off this line of credit.

For more information on the Note, please view our most recent 8-K filing on the US Securities and Exchange Commission’s website, <http://www.sec.gov>.

**About Advaxis, Inc.**

Based in North Brunswick, New Jersey, Advaxis is developing proprietary *Listeria monocytogenes* (“Lm”) cancer vaccines based on technology developed by Dr. Yvonne Paterson, Professor of Microbiology at the University of Pennsylvania and Chairperson of Advaxis’ Scientific Advisory Board. Advaxis is developing therapeutic cancer vaccines that enhance the immune system’s cancer fighting abilities through its proprietary Lm based system, which utilizes multiple simultaneous immunological mechanisms and which has been safely administered to patients with cancer.

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Advaxis' lead *Listeria* vaccine candidate, Lovaxin C, targets HPV-associated cancers such as cervical and head and neck. Current Lm vaccines in development target prostate, breast, ovarian and other cancers. Recently, Advaxis completed a Phase I clinical trial of Lovaxin C. A Phase II clinical trial is planned for patients with cervical intraepithelial neoplasia ("CIN"). The company intends to start this study in CIN 2/3 patients in the fall of 2008. The Lm platform also has applications in the fields of infectious disease and autoimmune disorders.

For further information on the Company, please visit: <http://www.advaxis.com>.

### **About Lovaxin C Vaccine**

Advaxis' *Listeria* technology platform uses modified *Listeria* monocytogenes to deliver a tumor-specific antigen fusion protein. Bioengineered *Listeria* that are attenuated and secrete Advaxis' proprietary fusion protein, have the ability to generate a robust immune response, break immune tolerance to cancer and produce an unusually strong and effective multi-level therapeutic immune response to existing cancer and other diseases.

Advaxis' *Listeria*-based technology is based on over a decade's worth of work by Dr. Yvonne Paterson in her laboratory at the University of Pennsylvania. The Company's proprietary antigen fusion protein technology, stimulates innate immunity, both arms of the adaptive cellular immune system, suppresses regulatory T cells that inhibit many vaccines in the function of activated tumor-killing cells and has other anti-tumor effects.

Unlike prophylactic vaccines, Lovaxin C was designed to treat women who have already developed cervical cancer as a result of contracting a human papilloma virus ("HPV") infection, which is the most prevalent sexually transmitted disease in the US. Current products on the market are ineffective in treating HPV-infected women.

For further information on Lovaxin C, please visit: <http://www.advaxis.com/lc.htm>

### **Forward-Looking Statements**

Certain statements contained in this press release are forward-looking statements that involve risks and uncertainties. The statements contained herein that are not purely historical are forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements deal with the Company's current plans, intentions, beliefs and expectations and statements of future economic performance. Forward-looking statements involve known and unknown risks and uncertainties that may cause the Company's actual results in future periods to differ materially from what is currently anticipated. Factors that could cause or contribute to such differences include those discussed from time to time in reports filed by the Company with the Securities and Exchange Commission. The Company cannot guarantee its future results, levels of activity, performance or achievements.

### **Contacts:**

The Investor Relations Group  
212-825-3210

#### Investor Relations

Conrad F. Mir  
[conrad@investorrelationsgroup.com](mailto:conrad@investorrelationsgroup.com)

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Christine Berni  
christine@investorrelationsgroup.com

Public & Media Relations

Janet Vasquez  
janet@investorrelationsgroup.com

Laura Colontelle  
laura@investorrelationsgroup.com

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