UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2013

or

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File No. 333-170155

BIOPHARMX CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	**59-3843182**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
1098 Hamilton Court, Menlo Park, California	**94025**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **650-889-5020**

Securities registered pursuant to Section 12(b) of the Act: None.

Securities registered pursuant to Section 12(g) of the Act: Common Stock, $0.001 Par Value.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. **Yes** o **No** ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. **Yes** o **No** ☒

Indicate by checkmark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. **Yes** ☒ **No** o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). **Yes** ☒ **No** o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

o Large accelerated filer	o Accelerated filer
o Non-accelerated filer	☒ Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). **Yes** o **No** ☒

As of June 30, 2013, the last day of the Registrant's most recently completed second fiscal quarter, the aggregate market value of the shares of the Registrant's common stock held by non-affiliates was $300,000. Shares of the Registrant's common stock held by each executive officer and director and by each person who owns 10 percent or more of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates of the Registrant. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of March 28, 2014, there were outstanding 9,025,000 shares of the registrant's common stock, $.001 par value.

Documents incorporated by reference: None.

BIOPHARMX CORPORATION

Form 10-K

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This Annual Report on Form 10-K, including the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933, as amended (the Securities Act), and the Securities Exchange Act of 1934, as amended (the Exchange Act). Words such as "expect," "anticipate," "target," "goal," "project," "hope," "intend," "plan," "believe," "seek," "estimate," "continue," "may," "could," "should," "might," variations of such words and similar expressions are intended to identify such forward-looking statements. In addition, any statements other than statements of historical fact are forward-looking statements, including statements regarding overall trends, operating cost and revenue trends, liquidity and capital needs and other statements of expectations, beliefs, future plans and strategies, anticipated events or trends and similar expressions. We have based these forward-looking statements on our current expectations about future events. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Our actual results may differ materially from those suggested by these forward-looking statements for various reasons. Given these uncertainties, you are cautioned not to place undue reliance on forward-looking statements. The forward-looking statements included in this report are made only as of the date hereof. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission (SEC), we do not undertake, and specifically decline, any obligation to update any of these statements or to publicly announce the results of any revisions to any forward-looking statements after the distribution of this report, whether as a result of new information, future events, changes in assumptions or otherwise.

PART I

ITEM 1. BUSINESS

Overview

BioPharmX Corporation, "BioPharmX, "we," "us" or the" Company" was incorporated in Nevada on August 30, 2010 under the name "Thompson Designs, Inc." The business plan of the Company was originally to design and build custom signs for residential and commercial properties. Immediately after the completion of the Share Exchange Transaction (see details below), the Company discontinued its custom signs business and changed its business plan to development of novel delivery mechanisms and routes of administration for known drugs and tissues.

BioPharmX, Inc. ("BPX"), incorporated in Delaware on August 18, 2011, and headquartered in Menlo Park, California, is a wholly-owned subsidiary of the Company. It is a research-based biopharmaceutical company that seeks to provide innovative products through unique, proprietary platform technologies for pharmaceutical and over-the-counter, or OTC, applications in the fast growing health and wellness markets, including women's health, dermatology, and otolaryngology (ears, nose & throat).

We are primarily a research and development, or R&D, company focusing on the development of novel delivery mechanisms and novel routes of administration for known drugs and tissues. We have expertise in formulation development, intellectual property generation, clinical trial execution, and regulatory strategy definition. Our business model is to outsource much of its manufacturing and commercialization activities in order to maintain its focus on technology sourcing, acquisitions, and partner development to create new products to address unmet needs in well-defined, multi-billion dollar markets

Share Exchange Agreement

On January 23, 2014, the Company, BPX and stockholders of BPX, who collectively own 100% of BPX (the "BPX Stockholders") entered into and consummated transactions pursuant to a Share Exchange Agreement (the "Share Exchange Agreement," such transaction referred to as the "Share Exchange Transaction"), whereby the Company issued to the BPX Stockholders an aggregate of 7,025,000 shares of its common stock, par value $0.001 ("Common Stock"), in exchange for 100% of the shares of BPX held by the BPX Stockholders. The shares of our Common Stock received by the BPX Stockholders in the Share Exchange Transaction constituted approximately 77.8% of our then issued and outstanding Common Stock giving effect to the issuance of shares pursuant to the Share Exchange Agreement.

Series A Preferred Stock

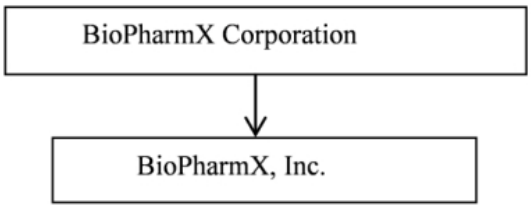
On March 14, 2014, we entered into a Subscription Agreement for a private placement of shares of our Series A Preferred Stock and warrants with an accredited investor, whereby we will sell an aggregate of 540,977 shares of our Series A preferred stock, par value $0.001 per share ("Series A Preferred Stock"), at a per share price of $1.85 for gross proceeds of $1,000,000 and issue to the investors for no additional consideration warrants (the "Warrants") to purchase 270,489 shares of the Company's common stock in the aggregate at an exercise price of $3.70 per share.

On March 14, 2014, the Company, the majority shareholders of the Company and the subscriber who is the party to the Subscription Agreement entered into an Investor Rights Agreements, whereby the subscriber was granted certain rights including: (i) right to receive copies of quarterly and annual reports of the Company, (ii) right of inspection of the Company's properties and records, (iii) right of participation in future securities offerings, (iv) tag-along rights in connection with sales of the Company's stock by a major shareholder, and (v) board of directors representation rights for the subscribers who purchased at least 500,000 shares of Series A Preferred Stock and hold at least 30% of such shares (the "Qualified Subscribers"). The Company made certain covenants under the agreement including: (i) uplisting to NYSE or NASDAQ within three years from the issuance shares of Series A Preferred Stock, and (ii) increase of the board of directors to five members including one member to be appointed by the Qualified Subscribers.

On March 20, 2014, the Company filed with the Secretary of State of the State of Nevada a Certificate of Designations, Preferences, Rights and Limitations of Series A Preferred Stock (the "Series A Certificate"). Pursuant to the Series A Certificate, there are 3.3 million shares of Series A Preferred Stock authorized.

OUR CORPORATE STRUCTURE

The following diagram sets forth the structure of the Company as of the date of this Report:



Our Products

BioPharmX's product pipeline includes products in three categories: prescription products, OTC products, and dietary supplements. Products will be delivered as oral, topical, inhalant, and/or injectable forms depending on the platform technology being applied and the anatomical target.

Prescription products in development include:

- molecular iodine (I_2) pill for the treatment of breast pain associated with fibrocystic breast disease, a woman's health condition;
- topical antibiotics for acne and cutaneous bacterial infection; and,
- injectable filler for wrinkle reduction and volume enhancement

In addition to OTC versions of some of our prescription products, our OTC product pipeline also includes a series of medicated bandages, nasal sprays and other products based on BioPharmX platform technologies.

Our supplement product pipeline includes BioPharmX's breast health pill. Our initial product will be a dietary supplement distributed under the brand name VI_2OLET™. The VI_2OLET breast health pill is a women's dietary supplement designed to promote breast health. The VI_2OLET breast health pill includes patented technology that provides a stable solid oral dosage of molecular iodine as a safe and reliable supplement to promote breast health. Taken once a day, the VI_2OLET breast health pill is intended to provide a new health measure for women to promote and enjoy a healthier life. We expect to have this product to market in late 2014.

Our Market Opportunity

Our strategy begins with obtaining patented, platform technologies through in-house development, joint development, exclusive licensing, or acquisition. BioPharmX then develops these platform technologies into product lines and tests these products in clinical trials. BioPharmX frequently develops products with a bifurcated market penetration strategy, including a high-dosage, prescription version and an OTC low-dosage version. Identifying such technologies requires a strong knowledge of the markets served through technology assessment and evaluation of sell-side and buy-side opportunities through relationships with major pharmaceutical companies. By design, BioPharmX's innovative products are formulated to address both market pathways and to address unmet needs in well-defined, multi-billion dollar markets. BioPharmX makes decisions on a product-by-product basis regarding IP licensing of its technologies or direct commercialization of its products for both pharmaceutical and OTC distribution and sales.

Strategic Partnerships/Alliances

Iogen, LLC

We have a collaboration and licensing agreement with Iogen, LLC, or Iogen,, a biotechnology company with molecular iodine technology. Our iodine dietary supplement product and the development of our molecular iodine prescription product build upon this licensed technology. Under the agreement, BPX received an exclusive worldwide perpetual irrevocable license to Iogen's patented technology relating to an oral iodine pill. In consideration of the license granted under the agreement, BPX agreed to pay to Iogen a non-refundable license issue fee of $150,000. In addition, BPX also agreed to pay to Iogen 30% of net profit associated with direct commercialization of the product or 30% of net royalties received from any sub-licensee. For other products developed and commercialized by BPX, including the prescription iodine drug, BPX agreed to pay to Iogen a royalty of 3% of net sales for the first 24 months of commercialization and 2% of net sales thereafter.

NuTech Medical, Inc.

We also have a collaboration and supply agreement with NuTech Medical, Inc., or NuTech. This agreement describes the collaboration between BPX and NuTech to develop products in the field of dermatology. Products developed under this agreement are exclusively owned by BPX and licensed to Nutech for use in their field. In exchange for an exclusive license to Nutech's IP in the field of dermatology, BPX will pay to NuTech a royalty of 3% of net sales on Product sold in the field of dermatology. In exchange for granting Nutech an exclusive license to BPX IP and IP developed in collaboration with NuTech in their field, BPX shall receive from Nutech a royalty of 3% net sales on Products sold in their field.

Customers

Customers for our products and services include:

- Pharmaceutical companies
- Dermatology and aesthetics practices
- Retail customers via retail sales channels and/or physician offices

Suppliers

We have relationships with a number of suppliers for small quantities of materials to accomplish our research and development ("R&D") objectives. In addition, we have relationships with contract manufacturers to supply and package its iodine dietary supplement pills for finished goods distribution. Our agreement with NuTech specifies that NuTech will supply materials for our dermatological products and associated R&D.

Manufacturing

We utilize contract manufacturers to produce our products for commercial distribution. There is no plan to establish in-house manufacturing capabilities for large-scale production.

Marketing and Sales

The BioPharmX team has expertise in the commercialization of consumer products with channels such as drugstore (Walgreens, CVS), wholesale (Costco, Sam's Club), department store (Nordstrom, Target) and specialty retail (GNC, Sephora). With years of combined experience branding and launching products both in the U.S. and Europe, the team has a deep understanding of channel strategies that include branded, private label, and licensed product strategies. BioPharmX plans to commercialize products in the pipeline of health and wellness markets, including women's health, dermatology, and otolaryngology (ears, nose & throat) into various channels, beginning with our VI_2OLET breast health pill.

We have contracted with outsourced sales representatives with broad retail and pharmaceutical sales coverage and expertise. In addition, the company is leveraging outside marketing and advertising agencies to gain product awareness.

Competitive Environment

Our competitors, typically large pharmaceutical companies, vary from product to product. In the area of women's health, many companies sell iodine supplements, mostly based on delivering iodine with iodide salts. We believe our competitive advantage is our licensed proprietary formulation, which delivers molecular iodine in a stable manner. In the areas of dermatology and aesthetics, market leaders include Valeant Pharmaceutical and Allergen.

High competitive barriers to entry include:

- Imitation by competitors would require reverse engineering efforts
- Many products require time-consuming regulatory and clinical hurdles
- Exclusive partner agreements and licensing arrangements

Technology and Intellectual Property

We have three proprietary platform technologies which can be used in various combinations for product development in both the prescription and OTC markets:

- Iodine-based products
- Drug delivery technologies
- Injectable filler formulations

Patents

Patent protection is an important aspect of our product portfolio development. We are actively developing intellectual property in-house and have several patents pending. We have exclusively licensed patents for technologies related to molecular iodine.

BioPharmX Inc.

BioPharmX Inc. holds four U.S. provisional patent applications related to drug delivery technologies and iodine-based products.

Iogen, LLC

On March 1, 2013, we entered into a collaboration and license agreement with Iogen to license certain patents, patent applications, formulations and know-how relating to molecular iodine formulations used to manufacture an oral pill based on Iogen technology. Below is a list of the U.S. patents and patent applications licensed by us from Iogen.

Title	Patent Number
Treatment of iodine deficiency diseases	US 5,589,198
Methods and pharmaceutical compositions for oral delivery of molecular iodine	US 5,885,592
Stabilized oral pharmaceutical composition containing iodide and iodate and method	US 6,248,335
Non-staining topical iodine composition and method	US 6,432,426
Method for the eradication of pathogens including S. Aureus and antibiotic resistant microbes from the upper respiratory tract of mammals and for inhibiting the activation of immune cells	US 8,303,994

Title	Patent Application Number
Methods for inhibiting the activation of immune cells	US 2013-0039997 A1

Trademarks

We have applied for trademark protection for our "BIOPHARMX," "VI_2OLET" and "VIOLET" trademarks in the U.S. and intend to apply for trademark protection in key markets outside the U.S.

Our Growth Strategy

We have focused this past year on key milestones to growth, including (1) preparing for submission of an Investigational New Drug application for Phase III clinical trials for the molecular iodine pill to obtain U.S. Food and Drug Administration (FDA) approval, (2) developing commercialization plans for the low dosage version under the brand name VI2OLET, and (3) advancing the pre-clinical development and testing for the topical acne product. The required capital to grow and expand product development will depend on the company's ability to utilize the capital markets, once publicly traded on the over-the-counter bulletin board, or OTCBB, with plans to list on the NASDAQ or NYSE.

Future sources of revenue are expected to include partner license fees, contracted development payments, and royalties, along with direct commercialization proceeds. Product costs of goods sold include all outsourced manufacturing costs, partner royalties, and sourcing expenses, as well as partner funded clinical trial costs associated with contracted development payments. Operating expenses include direct personnel costs, direct commercialization, and directly funded clinical costs along with associated overhead expenses.

Our overall strategy is to identify early-stage scientific research projects being done by outside individuals and organizations and develop that research into commercially viable products for prescription, OTC, and dietary supplement use within the health and wellness, dermatology, and otolaryngology markets.

Research and Development

Our core competency is providing the link between concept and commercialization through focused, practical product development based on innovative research. We employ highly-qualified scientists and consultants specializing in our various product development areas. More than 50% of our research staff have earned a Ph.D. degree and have previous experience at dynamic, high-growth companies.

As a Silicon Valley-based company, we are located in a region with many strong biotech and pharmaceutical companies, which have drawn a high caliber of scientists and scientific support staff to the region. We believe this will enable us to grow our product development and consultant staff. Our location also provides convenient access to local formulation resources and pre-clinical test facilities.

We spent $671,000 and $31,000 on our research and development during the years ended December 31, 2013 and 2012, respectively.

Significant Accomplishments

We are currently preparing an IND application to enter Phase III clinical trials for the molecular iodine pill prescription product. Previously completed Phase I & II clinical trial results of over 1,500 study subjects, available through our license agreement with Iogen, will be leveraged to pursue a Phase III study that is carefully planned to achieve the most efficient and effective results towards obtaining the necessary approval.

Government Regulation

We intend to sell our products in the U.S. and foreign markets. Many of these markets are highly regulated for the distribution of drug products. Our products fall into the following key regulatory categories within the U.S.: prescription drugs, over-the-counter drugs, medical devices, and dietary supplements. Several of our products may require demonstration of safety and efficacy before being permitted to be sold. We anticipate that the majority of our products will take 3-5 years to conduct clinical studies and regulatory review before they can be sold.

Our operations and activities are subject to extensive regulation by numerous government authorities in the United States and other countries. In the United States, drugs are subject to rigorous FDA regulation. The Federal Food, Drug and Cosmetic Act and other federal and state statutes and regulations govern the testing, manufacture, safety, efficacy, labeling, storage, record keeping, approval, advertising and promotion of some of our products. As a result of these regulations, product development and product approval processes can be very expensive and time consuming.

The FDA must approve non-over-the-counter drugs before they can be sold in the United States. The general process for this approval is as follows:

Preclinical Testing

Before we can test a drug candidate in humans, we must study the drug in laboratory experiments and in animals to generate data to support the drug candidate's potential benefits and safety. We submit this data to the U.S. Food and Drug Administration (FDA) in an investigational new drug (IND) application seeking its approval to test the compound in humans.

Clinical Trials

If the FDA accepts the investigational new drug application, the drug candidate can then be studied in human clinical trials to determine if the drug candidate is safe and effective. These clinical trials involve three separate phases that often overlap, can take many years and are very expensive. These three phases, which are subject to considerable regulation, are as follows:

- *Phase 1*. The drug candidate is given to a small number of healthy human control subjects or patients suffering from the indicated disease, to test for safety, dose tolerance, pharmacokinetics, metabolism, distribution and excretion.

- *Phase 2*. The drug candidate is given to a limited patient population to determine the effect of the drug candidate in treating the disease, the best dose of the drug candidate, and the possible side effects and safety risks of the drug candidate. It is not uncommon for a drug candidate that appears promising in Phase 1 clinical trials to fail in the more rigorous Phase 2 clinical trials.

- *Phase 3*. If a drug candidate appears to be effective and safe in Phase 2 clinical trials, Phase 3 clinical trials are commenced to confirm those results. Phase 3 clinical trials are conducted over a longer term, involve a significantly larger population, are conducted at numerous sites in different geographic regions and are carefully designed to provide reliable and conclusive data regarding the safety and benefits of a drug candidate. It is not uncommon for a drug candidate that appears promising in Phase 2 clinical trials to fail in the more rigorous and extensive Phase 3 clinical trials.

FDA Approval Process

When we believe that the data from the Phase 3 clinical trials show an adequate level of safety and efficacy, we submit the appropriate filing, usually in the form of an NDA or supplemental NDA, with the FDA seeking approval to sell the drug candidate for a particular use. The FDA may hold a public hearing where an independent advisory committee of expert advisors asks additional questions and makes recommendations regarding the drug candidate. This committee makes a recommendation to the FDA that is not binding but is generally followed by the FDA. If the FDA agrees that the compound has met the required level of safety and efficacy for a particular use, it will allow us to sell the drug candidate in the United States for that use. It is not unusual, however, for the FDA to reject an application because it believes that the drug candidate is not safe enough or efficacious enough or because it does not believe that the data submitted is reliable or conclusive.

At any point in this process, the development of a drug candidate can be stopped for a number of reasons including safety concerns and lack of treatment benefit. We cannot be certain that any clinical trials that we are currently conducting or any that we conduct in the future will be completed successfully or within any specified time period. We may choose, or the FDA may require us, to delay or suspend our clinical trials at any time if it appears that the patients are being exposed to an unacceptable health risk or if the drug candidate does not appear to have sufficient treatment benefit.

The FDA may also require Phase 4 non-registrational studies to explore scientific questions to further characterize safety and efficacy during commercial use of our drug. The FDA may also require us to provide additional data or information, improve our manufacturing processes, procedures or facilities or may require extensive surveillance to monitor the safety or benefits of our product candidates if it determines that our filing does not contain adequate evidence of the safety and benefits of the drug. In addition, even if the FDA approves a drug, it could limit the uses of the drug. The FDA can withdraw approvals if it does not believe that we are complying with regulatory standards or if problems are uncovered or occur after approval.

In addition to obtaining FDA approval for each drug, we obtain FDA approval of the manufacturing facilities for any drug we sell, including those of companies who manufacture our drugs for us. All of these facilities are subject to periodic inspections by the FDA. The FDA must also approve foreign establishments that manufacture products to be sold in the United States and these facilities are subject to periodic regulatory inspection.

Drugs are also subject to extensive regulation outside of the United States. In the European Union, there is a centralized approval procedure that authorizes marketing of a product in all countries of the European Union (which includes most major countries in Europe). If this centralized approval procedure is not used, approval in one country of the European Union can be used to obtain approval in another country of the European Union under one of two simplified application processes: the mutual recognition procedure or the decentralized procedure, both of which rely on the principle of mutual recognition. After receiving regulatory approval through any of the European registration procedures, separate pricing and reimbursement approvals are also required in most countries. The European Union also has requirements for approval of manufacturing facilities for all products that are approved for sale by the EU regulatory authorities.

Insurance

We maintain standard corporate liability insurance and plans to have standard product liability insurance prior to product launch.

Employees

We currently have 7 full-time employees. Our employees have business and technical expertise in pharmaceutical, biological sciences, medical devices, and consumer product development, and possess extensive experience in ex-vivo/in-vitro design, preclinical and clinical development, and intellectual property generation. Quality and regulatory expertise includes knowledge of medical directives, U.S. FDA guidance for drugs and medical devices and ICH & IEC guidelines for the U.S., Canada and the European Union. We also utilize consultants to provide additional expertise in niche or highly technical areas.

We consider our employee relations to be good, and to date have not experienced a work stoppage due to a labor dispute. None of our employees are represented by a labor union.

Environment, Health and Safety

We are also subject to federal, state and local regulations regarding workplace safety and protection of the environment. We use some hazardous materials and chemicals in our R&D activities and cannot eliminate the risk of accidental contamination or injury from these materials. Certain misuse or accidents involving these materials could lead to significant litigation, fines and penalties. We have implemented proactive programs to reduce and minimize the risk of hazardous materials incidents.

Other Information

We are subject to the information requirements of the Exchange Act. Therefore, we file periodic reports, proxy statements and other information with the SEC. Such reports, proxy statements and other information may be obtained by visiting the Public Reference Room of the SEC at 100 F Street, NE, Washington, D.C. 20549 or by calling the SEC at 1-800-SEC-0330, by sending an electronic message to the SEC at publicinfo@sec.gov or by sending a fax to the SEC at 1-202-777-1027. In addition, the SEC maintains a website (www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically.

The mailing address of our headquarters is 1098 Hamilton Court, Menlo Park, California 94025, and our telephone number at that location is 650-889-5020. Our website is www.BioPharmX.com. Through a link on the "Investors" section of our website, we will make available the following filings as soon as reasonably practicable after they are electronically filed with or furnished to the SEC: our Annual Reports on Form 10-K; Quarterly Reports on Form 10-Q; Current Reports on Form 8-K; and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. All such filings are available free of charge upon request.

ITEM 2. PROPERTIES

Our principal executive office and laboratory is located at 1098 Hamilton Court, Menlo Park, California 94025, where the company occupies 10,800 sq. ft. of R&D and administration facilities that are nearby to external formulation, clinical and pre-clinical testing facilities. The lease has a term of 39 months. The monthly base rent for the facilities is $23,220 through November 30, 2014, $23,916 through November 30, 2015, and $24,634 through November 30, 2016. This excludes monthly operating expenses initially estimated at $3,261. The initial security deposit under the lease is $150,000 which is to be reduced to $50,000 after BioPharmX has received at least $6 million in new funding. We believe that our existing property is in good condition and suitable for the conduct of our business.

ITEM 3. LEGAL PROCEEDINGS

We are not currently a party to any legal proceedings. We are not aware of any pending legal proceeding to which any of our officers, directors, or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

While there is no established public trading market for our Common Stock, our Common Stock is quoted on the OTC Markets OTCQB, under the symbol "BPMX." Except for one quotation dated February 14, 2013 of $0.15, there have been no reported quotations for our common stock for the two most recent fiscal years for which financial statements are included in this report.

The market price of our Common Stock is subject to significant fluctuations in response to variations in our quarterly operating results, general trends in the market and other factors, over many of which we have little or no control. In addition, broad market fluctuations, as well as general economic, business and political conditions, may adversely affect the market for our Common Stock, regardless of our actual or projected performance.

Holders

As of March 28, 2014, we had 9,025,000 shares of our common stock par value, $0.001 issued and outstanding. There were approximately 27 beneficial owners of our common stock.

Transfer Agent and Registrar

The Transfer Agent for our capital stock is Empire Stock Transfer, located at 1859 Whitney Mesa Dr., Henderson, Nevada 89014.

Penny Stock Regulations

The Securities and Exchange Commission has adopted regulations which generally define "penny stock" to be an equity security that has a market price of less than $5.00 per share. Our Common Stock, when and if a trading market develops, may fall within the definition of penny stock and be subject to rules that impose additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors (generally those with assets in excess of $1 million, or annual incomes exceeding $200,000 individually, or $300,000, together with their spouse).

For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of such securities and have received the purchaser's prior written consent to the transaction. Additionally, for any transaction, other than exempt transactions, involving a penny stock, the rules require the delivery, prior to the transaction, of a risk disclosure document mandated by the Securities and Exchange Commission relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Consequently, the "penny stock" rules may restrict the ability of broker-dealers to sell our Common Stock and may affect the ability of investors to sell their Common Stock in the secondary market.

Dividend Policy

We have not paid any cash dividends to our shareholders. Any future determination as to the declaration and payment of dividends on shares of our Common Stock will be made at the discretion of our board of directors out of funds legally available for such purpose. We are under no contractual obligations or restrictions to declare or pay dividends on our shares of Common Stock. In addition, we currently have no plans to pay such dividends.

Equity Incentive Plan Information

On January 23, 2014, the Company adopted the 2014 Equity Incentive Plan (the "Plan") which permits the Company to grant stock options to directors, officers or employees of the Company or others to purchase shares of common stock of the Company through awards of incentive and nonqualified stock options ("Option"), stock (Restricted Stock or Unrestricted Stock) and stock appreciation rights ("SARs"). 2,700,000 shares of the Company's common stock have been authorized and reserved for the Plan, subject to an adjustment for an increase or decrease of the Company's issued and outstanding Common Stock resulting from a stock split, change of the number of shares issued and outstanding without receipt of consideration by the Company or as the Plan administrator may determine in its discretion, provided that in no event shall the total number of shares of common stock authorized under the plan exceed 30% of the issued and outstanding shares of the Company's common stock.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following Management's Discussion and Analysis of Financial Condition and Results of Operations, or MD&A, is intended to help the reader understand our results of operations and financial condition. MD&A is provided as a supplement to, and should be read in conjunction with, our audited financial statements and the accompanying notes to the financial statements and other disclosures included in this Annual Report on Form 10-K. Our financial statements have been prepared in accordance with U.S. generally accepted accounting principles and are presented in U.S. dollars.

Recent Developments

On January 23, 2014, the Company, BPX and stockholders of BPX, who collectively own 100% of BPX (the "BPX Stockholders") entered into and consummated transactions pursuant to the Share Exchange Agreement, whereby the Company issued to the BPX Stockholders an aggregate of 7,025,000 shares of its common stock, par value $0.001 ("Common Stock"), in exchange for 100% of the shares of BPX held by the BPX Stockholders. The shares of our Common Stock received by the BPX Stockholders in the Share Exchange Transaction constituted approximately 77.8% of our issued and outstanding Common Stock giving effect to the issuance of shares pursuant to the Share Exchange Agreement.

As a result of the Share Exchange Transaction, BPX became a subsidiary of the Company. The acquisition was accounted for as a reverse merger and recapitalization effected by a share exchange. BPX is considered the acquirer for accounting and financial reporting purposes. The assets and liabilities of the acquired entity have been brought forward at their book value and no goodwill has been recognized.

Plan of Operations

The Company plans to implement operations and reach its goals and objectives by hiring talented people to play key roles throughout the organization. The Company strives to hire employees with long term successful track records. It seeks to identify and hire the best talent for each open position. The Company will initiate a strong branding and marketing campaign for its first commercialized product, branded VI_2OLET. While a portion of the funds that the Company intends to raise through sale of the Company's securities to finance its operations will be put into marketing, branding, and sales activities along with operational support activities, the majority of funds will be used for advancing research and development activities for new products in the pre-clinical pipeline and launching Phase III clinical studies for the molecular iodine prescription product.

Fiscal Years Ended December 31, 2013 and 2012

Revenue

From August 18, 2011 through December 31, 2013, we have not had any revenues. We are in the research and development stage, but we project our molecular iodine prescription product will be released in late 2014.

Research and Development Expenses

Research and development expenses for the years ended December 31, 2013 and 2012 were $671,000 and $31,000, respectively. The increase from year-to-year is due to the increase in consultants during 2013. We employed only two consultants for a few months during fiscal 2012. Research and development expenses for the year ended December 31, 2013, consisted primarily of employee and consultant compensation and non-employee stock compensation expense in the amount of $527,000 and laboratory supplies of $51,000. Research and development expenses for the period from August 18, 2011 (date of inception) through December 31, 2013 consisted of $547,000 of compensation and benefits and $56,000 in laboratory supplies. We plan to convert some of the consultants to employees in 2014.

Sales and Marketing Expenses

Sales and marketing expenses for the years ended December 31, 2013 and 2012 were $132,000 and $9,000, respectively. The increase from year-to-year is because the Company used only a consultant for developing their website and logo. Sales and marketing expenses for the year ended December 31, 2013, consisted primarily of consultant compensation and non-employee stock compensation expense in the amount of $93,000 and the cost of developing marketing strategy and material in the amount of $30,000. Sales and marketing expenses for the period from August 18, 2011 (date of inception) through December 31, 2013 consisted primarily of $94,000 for compensation and benefits and $37,000 for the development of the company website and logo. We currently have no employees in sales and marketing and plan to continue to use outside consultants for this work, some of whom we may hire in 2014.

General and Administrative Expenses

General and administrative expenses for the years ended December 31, 2013 and 2012 were $711,000 and $43,000, respectively. The increase from year-to-year is because we employed only two consultants and primarily paid costs of starting up the Company in 2012. General and administrative expenses for the year ended December 31, 2013 consisted primarily of compensation and benefits in the amount of $272,000, professional fees totaling $259,000 to our legal counsel and auditors, travel expense of $64,000, as well as other general and administrative expenses. General and administrative expenses for the period from August 18, 2011 (date of inception) through December 31, 2013 consisted primarily of $298,000 in compensation and benefits, $262,000 for professional fees, $65,000 in travel expense, as well as other general and administrative expenses.

Loss from Operations

Loss from operations for the years ended December 31, 2013 and 2012 was $1.5 million and $83,000, respectively. The increase in the loss from year-to-year is due to the Company ramping up research and development and other operations. The loss was primarily attributable to spending on research and development with no current revenue. Loss from operations for period from August 18, 2011 (date of inception) through December 31, 2013, was $1.6 million.

Net Loss

Net loss for the years ended December 31, 2013 and 2012 was $1.6 million and $88,000, respectively. Net loss for the period from August 18, 2011 (date of inception) through December 31, 2013, was $1.7 million.

Inflation did not have a material impact on the Company's operations for either of the periods. Other than the foregoing, management knows of no trends, demands, or uncertainties that are reasonably likely to have a material impact on the Company's results of operations.

Capital Resources and Liquidity

In the first quarter of 2014, BPX issued to an accredited investor 6% secured convertible notes in the aggregate principal amount of $1.02 million. The notes are secured by all the assets of BPX pursuant to the Security Agreement dated January 3, 2014, by and between BPX and the collateral agent, and rank senior to any other indebtedness of BPX. The notes are automatically convertible into the shares of common stock of the Company, contingent on the completion of the reverse acquisition of the Company by BPX and closing of a financing in the amount of at least $2 million at a conversion price per share equal to 80% of the per share offering price of such financing. The investor has the right to receive at the closing of the reverse acquisition warrants to purchase shares of common stock of the Company equal to 100% of the shares of common stock underlying the respective notes.

Between September 2012 and March 2014, the Company issued 6% unsecured convertible notes to investors in the aggregate principal amount of $2.25 million. These notes have a maturity dates from one to three years from the date of issuance, with principal and interest payable at maturity. The notes are automatically convertible into the securities of the Company sold in an offering that takes place after the completion of the reverse acquisition of the Company by BPX, contingent on the completion of the reverse acquisition and closing of such financing at a conversion price per share equal to 80% of the per share offering price of such financing.

On March 14, 2014, we entered into a Subscription Agreement for a private placement of shares of our Series A Preferred Stock and warrants with an accredited investor, whereby we will sell an aggregate of 540,977 shares of our Series A preferred Stock at a per share price of $1.85 for gross proceeds of $1,000,000 and to issue to the investors for no additional consideration warrants (the "Warrants") to purchase 270,489 shares of the Company's common stock in the aggregate at an exercise price of $3.70 per share.

The following table summarizes total current assets, liabilities and working capital at December 31, 2013.

	December 31, 2013
Current Assets	$ 39,000
Current Liabilities	771,000
Working Capital Deficit	$ (732,000)

At December 31, 2013, we had a working capital deficit of $732,000.

Net cash used for operating activities for the year ended December 31, 2013 was $1.1 million. Cash used in operating activities was primarily due to net loss for the year ended December 31, 2013 of $1.6 million which was partially offset by changes in operating assets and liabilities of $371,000, non-cash interest expense of $74,000 and stock-based compensation of $58,000. Cash used in investing activities was primarily for acquisition of intellectual property and acquisition of fixed assets.

Net cash used for operating activities for the year ended December 31, 2012 was $51,000. Cash used in operating activities was primarily due to net loss for the year ended December 31, 2012 of $88,000 which was partially offset by changes in operating assets and liabilities of $22,000, non-cash interest expense of $5,000 and stock-based compensation of $9,000. Cash used in investing activities was primarily for acquisition of fixed assets.

Net cash obtained through all financing activities for the years ended December 31, 2013 and 2012 was $1.0 million and $200,000, respectively. This consisted of $1.0 million and $200,000 for the years ended December 31, 2013 and 2012, respectively, in proceeds from issuing convertible notes payable.

Going Concern

As reflected in the accompanying financial statements, the Company has a net loss of $1.6 million and $88,000, respectively, for the years ended December 31, 2013 and 2012, respectively and a deficit accumulated during the development stage of $1.7 million as of December 31, 2013. The net cash used in operations for the years ended December 31, 2013 and 2012 was $1.1 million and $51,000, respectively.

The ability of the Company to continue its operations is dependent on Management's plans, which include the raising of capital through debt and/or equity markets with some additional funding from other traditional financing sources, including term notes, until such time that funds provided by operations are sufficient to fund working capital requirements. The Company may need to incur additional liabilities with certain related parties to sustain the Company's existence.

The Company may require additional funding to finance the growth of its current and expected future operations as well as to achieve its strategic objectives. The Company believes its current available cash along with anticipated revenues may be insufficient to meet its cash needs for the near future if it does not receive the anticipated additional funding. There can be no assurance that financing will be available in amounts or terms acceptable to the Company, if at all. In that event, the Company would be required to change its growth strategy and seek funding on that basis, if at all.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern.

In response to the above, management will:

- seek additional third party debt and/or equity financing;
- continue with the implementation of the business plan;
- seek to generate revenue through commercialization of the technology.

To date, all of our funding has been generated from private investments. During the next twelve months, we anticipate raising funding to continue expansion; however, as of this writing, we only have sufficient funds to proceed with basic company operations only. We do not have sufficient funds to fully implement our business plan until such time that we are able to raise additional funding, to which there is no guarantee. If we do not obtain the funds necessary for us to continue our business activities we may need to curtail or cease our operations until such time as we have sufficient funds.

Recent Accounting Pronouncements

In July 2013, the FASB issued an update related to presentation of an unrecognized tax benefit when a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward exists. An unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward, except as follows. To the extent a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. This guidance will become effective for us beginning in the first quarter of 2014. We believe that the adoption of this update will not have a material impact on our Financial Statements.

Critical Accounting Policies

Our financial statements and related public financial information are based on the application of accounting principles generally accepted in the United States, or GAAP. GAAP requires the use of estimates; assumptions, judgments and subjective interpretations of accounting principles that have an impact on the assets, liabilities, revenues and expense amounts reported. These estimates can also affect supplemental information contained in our external disclosures including information regarding contingencies, risk and financial condition. We believe our use of estimates and underlying accounting assumptions adhere to GAAP and are consistently applied. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ materially from these estimates under different assumptions or conditions. We continue to monitor significant estimates made during the preparation of our financial statements.

Our significant accounting policies are summarized in Note 1 of our audited financial statements. While all these significant accounting policies impact our financial condition and results of operations, we view certain of these policies as critical. Policies determined to be critical are those policies that have the most significant impact on our financial statements and require management to use a greater degree of judgment and estimates. Actual results may differ from those estimates. Our management believes that given current facts and circumstances, it is unlikely that applying any other reasonable judgments or estimate methodologies would cause effect on our results of operations, financial position or liquidity for the periods presented in this report.

We believe the following critical accounting policies and procedures, among others, affect our more significant judgments and estimates used in the preparation of our financial statements:

Stock-based compensation

The Company accounts for stock-based employee compensation arrangements which requires the recognition of compensation expense, using a fair-value based method for costs related to all employee share-based payments, including stock options. The Company estimates the fair value of share-based payment awards on the date of grant using an option pricing model. All option grants have been expensed on a straight-line basis over their vesting period. Equity instruments issued to nonemployees are recorded at their fair value on the measurement date and are subject to periodic adjustment as the underlying equity instruments vest.

For the period August 18, 2011 (date of inception) to December 31, 2013 stock-based compensation amounted to $67,000. For the years ended December 31, 2013 and 2012, stock-based compensation was $58,000 and $9,000.

Off Balance Sheet Arrangements:

We do not have any off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as “special purpose entities,” or SPEs.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Company's consolidated audited financial statements for the fiscal years ended December 31, 2013 and 2012, together with the report of the independent certified public accounting firm thereon and the notes thereto, are presented beginning at page F-1.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

We changed our independent registered public accounting firm effective January 23, 2014 from Silberstein Ungar, PLLC (“SUPLLC”) to Burr Pilger Mayer, Inc. Information regarding the change in the independent registered public accounting firm was disclosed in our Current Report on Form 8-K filed with the SEC on January 27, 2014. There were no disagreements with SUPLLC or any reportable events requiring disclosure under Item 304(b) of Regulation S-K.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

As required by Rule 13a-15 under the Securities Exchange Act of 1934, we have carried out an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this annual report, December 31, 2013. This evaluation was carried out under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer.

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms. Disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in our company's reports filed under the Securities Exchange Act of 1934 is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Based upon that evaluation, including our Chief Executive Officer and Chief Financial Officer, we have concluded that our disclosure controls and procedures were ineffective as of the end of the period covered by this annual report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934). Management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2013 based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. As a result of this assessment, management concluded that, as of December 31, 2013, our internal control over financial reporting was not effective. Our management identified the following material weaknesses in our internal control over financial reporting, which are indicative of many small companies with small staff: (i) inadequate segregation of duties and effective risk assessment; and (ii) insufficient written policies and procedures for accounting and financial reporting with respect to the requirements and application of both US GAAP and SEC guidelines.

We plan to take steps to enhance and improve the design of our internal control over financial reporting. During the period covered by this annual report on Form 10-K, we have not been able to remediate the material weaknesses identified above. To remediate such weaknesses, we hope to implement the following changes during our fiscal year ending December 31, 2014: (i) appoint additional qualified personnel to address inadequate segregation of duties and ineffective risk management; and (ii) adopt sufficient written policies and procedures for accounting and financial reporting. The remediation efforts set out in (i) and (ii) are largely dependent upon our securing additional financing to cover the costs of implementing the changes required. If we are unsuccessful in securing such funds, remediation efforts may be adversely affected in a material manner.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm because as a smaller reporting company we are not subject to Section 404(b) of the Sarbanes-Oxley Act of 2002.

Changes in Internal Controls over Financial Reporting

No change in our system of internal control over financial reporting occurred during the fourth quarter of the year ended December 31, 2013 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

On March 14, 2014, we entered into a Subscription Agreement for a private placement of shares of our Series A Preferred Stock and warrants with an accredited investor, whereby we will sell an aggregate of 540,977 shares of our Series A preferred stock, par value $0.001 per share ("Series A Preferred Stock"), at a per share price of $1.85 for gross proceeds of $1,000,000 and issue to the investors for no additional consideration warrants (the "Warrants") to purchase 270,489 shares of the Company's common stock in the aggregate at an exercise price of $3.70 per share.

On March 14, 2014, the Company, the majority shareholders of the Company and the subscriber who is the party to the Subscription Agreement entered into an Investor Rights Agreements, whereby the subscriber was granted certain rights including: (i) right to receive copies of quarterly and annual reports of the Company, (ii) right of inspection of the Company's properties and records, (iii) right of participation in future securities offerings, (iv) tag-along rights in connection with sales of the Company's stock by a major shareholder, and (v) board of directors representation rights for the subscribers who purchased at least 500,000 shares of Series A Preferred Stock and hold at least 30% of such shares (the "Qualified Subscribers"). The Company made certain covenants under the agreement including: (i) uplisting to NYSE or NASDAQ within three years from the issuance shares of Series A Preferred Stock, and (ii) increase of the board of directors to five members including one member to be appointed by the Qualified Subscribers.

On March 20, 2014, the Company filed with the Secretary of State of the State of Nevada a Certificate of Designations, Preferences, Rights and Limitations of Series A Preferred Stock (the "Series A Certificate"). Pursuant to the Series A Certificate, there are 3.3 million shares of Series A Preferred Stock authorized.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

In connection with the Share Exchange Transaction, effective on January 21, 2014, Mr. James Pekarsky was appointed as our Chairman, Chief Executive Officer and Chief Financial Officer, and Ms. Anja Krammer as our Director and President. Mr. Kade Thompson resigned as our sole director and officer at the same time. Mr. Kin F. Chan was appointed as our Executive Vice President of Research and Development effective February 17, 2014.

The following table sets forth certain information as of the Effective Date concerning our directors and executive officers. All directors hold office until the next annual meeting of stockholders or until their respective successors are elected, except in the case of death, resignation or removal:

Name	Age	Position
James R. Pekarsky	54	Chief Executive Officer, Chief Financial Officer, and Chairman of the Board of Directors
Anja Krammer	46	President and Director
Kin F. Chan	40	Executive Vice President of Research & Development

James R. Pekarsky, age 54, is a seasoned executive who brings extensive financial and operational experience from public and private high technology and medical research companies. His background includes substantial international business experience, strategic planning, acquisitions, venture capital, bank fund raising and IPOs. Since 2008, Mr. Pekarsky has been a consultant serving as Chief Financial Officer and Chief Operating Officer to several private and public companies. Most recently, he served as Chief Financial Officer of Solar Power, Inc. (OTC Markets: SOPW) from November 2011 to August 2013. Additionally, Mr. Pekarsky served as Chief Financial Officer of MoSys, Inc., (NASDAQ: MOSY), from January 2006 to November 2007 and Virage Logic (NASDAQ:VIRL) from May 1999 to November 2003, where he led the company's IPO. Other public companies include Mentor Graphics (NASDAQ:MENT) and Bio-Rad Laboratories (NYSE:BIO), where Mr. Pekarsky held General Manager positions based in Europe for 5 years. Mr. Pekarsky holds a B.S. in Accounting from Indiana University of Pennsylvania and an M.B.A. in Finance from Golden Gate University. We believe that Mr. Pekarsky's credentials and extensive experience as an executive officer of publicly traded companies position him well as a member of our board of directors.

Anja Krammer, age 46, is a veteran marketing executive with over 20 years of experience in guiding healthcare and consumer enterprises in product development, sales/marketing management and commercialization strategies. Her industry background includes pharmaceuticals, medical devices, technology, and consumer products. Her therapeutic area experience includes dermatology (aesthetic/cosmetic and therapeutic drugs), cardiovascular, diabetes, consumer health, gastroenterology, and orthopedics. Ms. Krammer has served as President of BioPharmX since August 2011. Ms. Krammer previously served as Chief Marketing Officer/Founder of MBI, Inc., a management consulting firm from 2008 to 2013. Prior to joining MBI Consulting, Ms. Krammer was Vice President Global Marketing from April 2006 to August 2008 for Reliant Technologies, a venture backed startup in aesthetic medicine. From April 2004 to April 2006, Ms. Krammer served as Sr. Director of Strategic Marketing for Medtronic Corporation (NYSE: MDT). From December 2000 to September 2001, Ms. Krammer was Vice President, Solutions Marketing for Getronics Corporation (AMS: GTN), a global IT services company. From April 1999 to December 2000, Ms. Krammer served as Vice President, Indirect Channel Sales and Worldwide Industry Partnership Marketing, Itronix Division, Acterna Corporation (NASDAQ: ACTR), an optical communications company. Prior roles included, serving as Director of Worldwide Marketing and Communications Tektronix Corporation in its Color Printing and Imaging Division (NYSE: TEK) from October 1997 to April 1999. From October 1995 to October 1997, Ms. Krammer was Director of Worldwide Sales and Marketing with KeyTronic Corporation (Nasdaq: KTCC), a computer equipment manufacturer. Ms. Krammer holds a BAIS degree with a focus on Marketing/Management from University of South Carolina and an International Trade Certificate from the Sorbonne, University of Paris. We believe that Ms. Krammer's qualifications and her extensive experience as an officer of publicly traded technology companies provide a unique perspective for our Board.

Kin F. Chan, age 40, is an experienced R&D executive with more than 15 years of industry and academic experience in Biomedical Engineering and Biological Sciences. His in-depth research and product development experience spans biomedical sciences, medical devices, lasers/photonics/semiconductor, and therapeutic experience in dermatology, cardiology, urology and ophthalmology. Most recently (2012-present), he was Vice President of Engineering at Demira, Inc. , where he oversaw engineering of both investigational device and product development for photodynamic therapy, currently in Phase 2 clinical trial. Prior to that he was the Managing Director of Advanced Research (2003-2009) at Solta Medical, Inc. (NASDAQ:SLTM; formerly Reliant Technologies, Inc.) as part of the team that developed the Fraxel® laser core technologies for fractional photothermolysis and real-time laser dosage control, where he also headed the research into the biological response to laser-induced injuries, the alteration to the skin barrier function for transepidermal drug delivery, and the subsequent wound healing process. He was also involved in developing Optical Coherence Tomography imaging for use with devices in interventional cardiology at Avinger, Inc. (2009-present), and co-developed the first commercial high throughput direct-writing microlithography system for semiconductor and high resolution PCB production at Ball Semiconductor, Inc. (2000-2003). Dr. Chan received his B.S., M.S., and Ph.D. in Electrical & Computer Engineering from the University of Texas at Austin, and was trained in electrical, computer, biomedical and lasers & optical engineering. He is a well published expert in biophotonics, laser tissue interaction, ablation and energy-based therapeutic devices with more than 40 peer-reviewed journal articles, conference proceedings and abstracts, and is a co-inventor on more than 25 issued patents or pending patent applications. Currently he is a Fellow of the American Society for Laser Medicine and Surgery, and a member of SPIE where he co-chairs the Laser in Urology Session at the annual Photonic West Conference.

All of our directors hold their positions on the board until our next annual meeting of the shareholders, and until their successors have been qualified after being elected or appointed. Officers serve at the discretion of the board of directors.

There are no family relationships among our directors and executive officers. There is no arrangement or understanding between or among our executive officers and directors pursuant to which any director or officer was or is to be selected as a director or officer, and there is no arrangement, plan or understanding as to whether non-management shareholders will exercise their voting rights to continue to elect the current board of directors.

Our directors and executive officers have not, during the past ten years:

- had any bankruptcy petition filed by or against any business of which was a general partner or executive officer, either at the time of the bankruptcy or within two years prior to that time,
- been convicted in a criminal proceeding and is not subject to a pending criminal proceeding,
- been subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities, futures, commodities or banking activities; or
- been found by a court of competent jurisdiction (in a civil action), the Securities Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacate

Committees

We do not have a standing nominating, compensation or audit committee. Rather, our full board of directors performs the functions of these committees. We do not believe it is necessary for our board of directors to appoint such committees because the volume of matters that come before our board of directors for consideration permits the directors to give sufficient time and attention to such matters to be involved in all decision making. Additionally, because our Common Stock is not listed for trading or quotation on a national securities exchange, we are not required to have such committees.

Audit Committee Financial Expert

The board of directors has determined that Mr. James Pekarsky is our Audit Committee financial expert, as defined under Item 407(d)(5)(i) of Regulation S-K.

Code of Ethics

We do not have a code of ethics but intend to adopt one in the near future that applies to all of our directors, officers and employees, including our principal executive officer, principal financial officer and principal accounting officer. The new code will address, among other things, honesty and ethical conduct, conflicts of interest, compliance with laws, regulations and policies, including disclosure requirements under the federal securities laws, confidentiality, trading on inside information, and reporting of violations of the code.

Meetings of the Board of Directors

During the Company's year ended December 31, 2013, the board of directors did not meet on any occasion, but rather transacted business by unanimous written consent.

Board Leadership Structure and Role in Risk Oversight

Our Board recognizes that the leadership structure and combination or separation of the president and chairman roles is driven by the needs of the Company at any point in time. Currently, Mr. James Pekarsky serves as the Chief Executive Officer of the Company and the Chairman of our Board, and Ms. Anja Krammer serves as the President of the Company. We have no policy requiring the combination or separation of leadership roles and our governing documents do not mandate a particular structure. This has allowed, and will continue to allow, our Board the flexibility to establish the most appropriate structure for our company at any given time.

ITEM 11. EXECUTIVE COMPENSATION

Summary Compensation

The following is a summary of the compensation we paid to our executive officers, for the two fiscal years ended December 31, 2013 and 2012.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)	Option Awards ($)	All Other Compensation ($)	Totals ($)
James R. Pekarsky(1)							
CEO, CFO, Chairman of the							
Company;	2013	-	-	-	-	-	-
CEO and Director of BPX	2012	-	-	-	-	-	-
Anja Krammer(2)							
President and Director of the							
Company;	2013	-	-	-	-	-	-
President and Director of BPX	2012	-	-	-	-	-	-
Kade Thompson (3)							
CEO, CFO, Director of the	2013	-	-	-	-	-	-
Company	2012	-	-	-	-	-	-
Kin F. Chan (4)							
Executive Vice President of	2013	-	-	-	-	-	-
Research & Development	2012	-	-	-	-	-	-

(1) Mr. Pekarsky was appointed as our Chief Executive Officer, Chief Financial Officer and Chairman on January 21, 2014. Mr. Pekarsky has been the Chief Executive Officer and Director of BPX since its inception.

(2) Ms. Krammer was appointed as our Director and President on January 21, 2014. Ms. Krammer has been the President and Director of BPX since its inception.

(3) Mr. Thompson resigned as our Sole Director, Chief Executive Officer, Chief Financial Officer, President, Treasurer and Secretary on January 21, 2014.

(4) Mr. Chan was hired on February 17, 2014 as our Executive Vice President of Research & Development.

Compensation Discussion and Analysis

Overview

We intend to provide our named executive officers (as defined in Item 402 of Regulation S-K) with a competitive base salary that is in line with their roles and responsibilities when compared to peer companies of comparable size in similar locations.

Employment Agreements

On January 21, 2014, the Company and James Pekarsky entered into an Employment Agreement, where Mr. Pekarsky was employed as Chief Executive Officer and Chairman of the Board of the Company for a term of four years with a one-year automatic renewal term. Mr. Pekarsky is entitled to the compensation consisting of $250,000 per year for base salary and an annual bonus if performance targets are met at the discretion of the board of directors.

On January 21, 2014, the Company and Anja Krammer entered into an Employment Agreement, where Ms. Krammer was employed as President and Director of the Company for a term of four years with a one-year automatic renewal term. Ms. Krammer is entitled to the compensation consisting of $250,000 per year for base salary and an annual bonus if performance targets are met at the discretion of the board of directors.

On February 17, 2014, the Company and Kin F Chan entered into an Employment Agreement, where Mr. Chan was employed as Executive Vice President of Research & Development for a term of four years with a one-year automatic renewal term. Mr. Chan is entitled to the compensation consisting of $225,000 per year for base salary and an annual bonus if performance targets are met at the discretion of the board of directors.

Additional Narrative Disclosure

We have no plans that provide for the payment of retirement benefits, or benefits that will be paid primarily following retirement, including, but not limited to, tax qualified defined benefit plans, supplemental executive retirement plans, tax qualified defined contribution plans and non-qualified defined contribution plans.

Compensation of Directors

For the fiscal year ended December 31, 2013, none of the members of our board of directors received compensation for service as a director. We do not currently have an established policy to provide compensation to members of our board of directors for their services in that capacity.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth information regarding beneficial ownership of our common stock as of the date of this report by (i) any person or group with more than 5% of any class of voting securities, (ii) each director, (iii) our chief executive officer and each other executive officer whose cash compensation for the most recent fiscal year exceeded $100,000, and (iv) all such executive officers and directors as a group. Except as otherwise indicated, all shares are owned directly and the shareholders listed possess sole voting and investment power with respect to the shares shown. The address for each officer and director is 1098 Hamilton Court, Menlo Park, California 94025.

Name Officers and Directors	Office	Shares Beneficially Owned(1)	Percent of Class(2)
James Pekarsky	Chairman and CEO	2,500,000	27.7%
Anja Krammer	Director and President	2,500,000	27.7%
Kin Chan	Executive Vice President of R&D	1,200,000	13.3%
All officers and directors as a group (2 persons named above)		6,200,000	68.7%
5% Securities Holders			
Kevin Mszanowski 211 Solana Drive Los Altos, California 94022		825,000	9.1%

(1) Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities.

(2) Based on 9,025,000 shares of the Company's common stock issued and outstanding.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Transactions with related persons

Our policy is that a contract or transaction either between the Company and a director, or between a director and another company in which he is financially interested is not necessarily void or void-able if the relationship or interest is disclosed or known to the board of directors and the stockholders are entitled to vote on the issue, or if it is fair and reasonable to our company.

On September 17, 2010, the Company issued 7,000,000 shares of common stock to Kade Thompson, its President, CEO, CFO, and sole Director, in consideration for $7,000 at a price of $0.001 per share. On December 21, 2012, the Company borrowed $3,000 from Mr. Thompson, under the terms of a Promissory Note due December 21, 2014. The note bears interest of 5% per annum payable at maturity.

On January 21, 2014, Mr. Thompson sold to BPX 7,000,000 shares of the Company's common stock representing approximately 77.8% of the then issued and outstanding shares of common stock for $300,000 and cancelled the 5% promissory note pursuant to a Stock Purchase Agreement dated as of the same date.

Since inception of BPX, the founding executives of the company have made advances to cover short-term operating expenses. These advances are non-interest bearing. As of December 31, 2013 and 2012, related party payables of BPX were $125,000 and $16,000, respectively.

Except for the above transactions or as otherwise set forth in this report or in any reports filed by the Company with the SEC, the Company was not a party to any transaction (where the amount involved exceeded the lesser of $120,000 or 1% of the average of our assets for the last two fiscal years) in which a Director, executive officer, holder of more than five percent of our common stock, or any member of the immediate family of any such person have or will have a direct or indirect material interest and no such transactions are currently proposed. The Company is currently not a subsidiary of any company.

The Company's Board conducts an appropriate review of and oversees all related party transactions on a continuing basis and reviews potential conflict of interest situations where appropriate. The Board has not adopted formal standards to apply when it reviews, approves or ratifies any related party transaction. However, the Board believes that the related party transactions are fair and reasonable to the Company and on terms comparable to those reasonably expected to be agreed to with independent third parties for the same goods and/or services at the time they are authorized by the Board.

Director Independence

We are not a "listed issuer" within the meaning of Item 407 of Regulation S-K and there are no applicable listing standards for determining the independence of our directors. Applying the definition of independence set forth in Rule 4200(a)(15) of The Nasdaq Stock Market, Inc., we do not have any independent directors.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following lists fees billed by the auditors for the Company, for the years ended December 31, 2013 and 2012:

Financial Statements for the Year Ended December 31	Audit Services	Audit Related Fees	Tax Fees	Other Fees
2013[1]	$ 50,000	21,750	—	—
2013[2]	$ 3,900	4,800	800	—
2012[2]	$ 3,750	4,500	800	

(1) These services were provided by Burr Pilger Mayer, Inc. who were engaged January 23, 2014.

(2) These services were provided by Silberstein Ungar, PLLC to who were engaged through January 23, 2014.

- *Audit Fees.* Represents fees for professional services provided for the audit of the Company's annual financial statements and review of its quarterly financial statements, and for audit services provided in connection with other statutory or regulatory filings.
- *Audit-Related Fees.* Represents fees for assurance and other services related to the audit of Company's financial statements.
- *Tax Fees.* Represents fees for professional services provided primarily for tax compliance and advice.
- *All Other Fees.* Represents fees for products and services not otherwise included in the categories above.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) *Financial Statements and Schedules*

The following financial statements and schedules listed below are included in this Form 10-K.

Report of Independent Registered Public Accounting Firm	F-1
Audited Financial Statements	
Balance Sheets	F-2
Statements of Operations and Comprehensive Loss	F-3
Statements of Stockholders' Deficit	F-4
Statements of Cash Flows	F-5
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(b) Exhibits

Exhibit No.	Description
2.1	Form of Share Exchange Agreement dated January 23, 2014 by and among the Company, BioPharmX Inc. and BioPharmX Inc. Stockholders*
4.1	Form of Notes issued pursuant to the Stock Purchase Agreement dated January 3, 2014*
4.2	Form of Warrant issued pursuant the Stock Purchase Agreement dated January 3, 2014*
4.3	Certificate of Designations of Series A Preferred Stock
10.1	Form of Securities Purchase Agreement dated January 23, 2014 by and between Kade Thompson and BioPharmX Inc.*
10.2	Form of Employment Agreement dated January 23, 2014 by and between James Pekarsky and the Company*
10.3	Form of Employment Agreement dated January 23, 2014 by and between Anja Krammer and the Company*
10.4	Amended and Restated Collaboration and License Agreement dated as of March 1, 2013 by and between BioPharmX Inc. and Iogen LLC*
10.5	Collaboration and Supply Agreement dated as of October 22, 2013 by and between BioPharmX Inc. and Nutech Medical, Inc.*
10.6	Lease Agreement dated August 23, 2013 by and between Prologis, L.P. and BioPharmX Inc.*
10.7	2014 Equity Incentive Plan*
10.8	Form of Securities Purchase Agreement dated January 3, 2014 by and between BioPharmX Inc. and the investor*
10.9	Form of Amendment to the Securities Purchase Agreement dated January 3, 2014*
10.10	Form of Security Agreement dated January 3, 2014 by and between BioPharmX Inc. and the collateral agent*
10.11	Form of Subscription Agreement dated March 14, 2014 by and between the Company and the subscribers thereto.
10.12	Form of Investor Rights Agreement dated March 14, 2014 by and among the Company, J. Pekarsky, A. Krammer, K. Chan and the subscribers who are parties to the Subscription Agreement dated March 14, 2014.
16.1	Letter of Silberstein Ungar, PLLC to the SEC dated January 23, 2014*
21.1	List of Subsidiaries.
31.1	Certifications by the Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certifications by the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Schema Document
101.CAL	XBRL Calculation Linkbase Document
101.DEF	XBRL Definition Linkbase Document
101.LAB	XBRL Label Linkbase Document
101.PRE	XBRL Presentation Linkbase Document

* Incorporated by reference to our Current Report on Form 8-K filed with the SEC on January 27, 2014.

BIOPHARMX CORPORATION
FINANCIAL STATEMENTS
Years ended December 31, 2013 and 2012

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
BioPharmX Corporation

We have audited the accompanying balance sheets of BioPharmX Corporation (the "Company") as of December 31, 2013 and 2012, and the related statements of operations and comprehensive loss, stockholders' deficit, and cash flows for each of the two years in the period ended December 31, 2013, and cumulatively, for the period from August 18, 2011 (date of inception) to December 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BioPharmX Corporation as of December 31, 2013 and 2012, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2013, and cumulatively, for the period from August 18, 2011 (date of inception) to December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that BioPharmX Corporation will continue as a going concern. As discussed in Note 2 to the financial statements, BioPharmX Corporation's recurring losses from operations, available cash and deficit accumulated during the development stage raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Burr Pilger Mayer, Inc.

San Jose, California
March 31, 2014

BIOPHARMX CORPORATION
(a development stage enterprise)
BALANCE SHEETS
as of December 31, 2013 and 2012

	2013	2012
ASSETS		
Current assets:		
Cash	$ 3,000	$ 138,000
Prepaid expenses and other current assets	36,000	2,000
Total current assets	39,000	140,000
Property and equipment, net	32,000	12,000
Intangible assets	150,000	-
Other assets	150,000	-
Total assets	$ 371,000	$ 152,000
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable and accrued expenses	$ 491,000	$ 16,000
Deferred rent	65,000	$ -
Related party payables	125,000	16,000
Convertible notes, short-term	90,000	-
Total current liabilities	771,000	32,000
Convertible notes payable	938,000	163,000
Other long-term liabilities	32,000	3,000
Total liabilities	1,741,000	198,000
Commitments and contingencies (Note 7)		
Stockholders' deficit:		
Preferred stock, $0.001 par value; 10,000,000 shares authorized; zero shares issued and outstanding	-	-
Common stock, $0.001 par value; 90,000,000 shares authorized; 7,025,000 and 7,400,000 shares issued and outstanding at December 31, 2013 and December 31, 2012, respectively	1,000	1,000
Additional paid-in capital	312,000	48,000
Deficit accumulated during the development stage	(1,683,000)	(95,000)
Total stockholders' deficit	(1,370,000)	(46,000)
Total liabilities and stockholders' deficit	$ 371,000	$ 152,000

See accompanying notes.

BIOPHARMX CORPORATION
(a development stage enterprise)
STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
for the years ended December 31, 2013 and 2012 and, cumulatively,
for the period from August 18, 2011 (date of inception) to December 31, 2013

	Year ended December 31,		Cumulative for the period from August 18, 2011 (date of inception) to December 31,
	2013	2012	2013
Operating expenses:			
Research and development	$ 671,000	$ 31,000	$ 706,000
Sales and marketing	132,000	9,000	141,000
General and administrative	711,000	43,000	757,000
Total operating expenses	1,514,000	83,000	1,604,000
Loss from operations	(1,514,000)	(83,000)	(1,604,000)
Interest expense	(74,000)	(5,000)	(79,000)
Net and comprehensive loss	$ (1,588,000)	$ (88,000)	$ (1,683,000)
Basic and diluted net loss per share	$ (0.22)	$ (0.01)	
Shares used in computing basic and diluted net loss per share	7,119,000	7,400,000	

See accompanying notes.

BIOPHARMX CORPORATION
(a development stage enterprise)
STATEMENTS OF STOCKHOLDERS' DEFICIT
cumulative for the period from August 18, 2011 (date of inception) to December 31, 2013

	Common Stock		Additional Paid-in	Receivable from	Deficit Accumulated During the Development	Total Stockholders'
	Shares	Amount	Capital	Stockholders	Stage	Deficit
Balance at August 18, 2011	-	$ -	$ -	$ -	$ -	$ -
Issuance of common stock at $0.0001 per share to Founders in August 2011	7,400,000	1,000	(1,000)	-	-	-
Net and comprehensive loss	-	-	-	-	(7,000)	(7,000)
Balance at December 31, 2011	7,400,000	1,000	(1,000)	-	(7,000)	(7,000)
Payment of receivable for stock	-	-	-	-	-	-
Stock-based compensation	-	-	9,000	-	-	9,000
Issuance of convertible notes payable with beneficial conversion feature	-	-	40,000	-	-	40,000
Net and comprehensive loss	-	-	-		(88,000)	(88,000)
Balance at December 31, 2012	7,400,000	1,000	48,000	-	(95,000)	(46,000)
Stock-based compensation	-	-	58,000	-	-	58,000
Repurchase of common stock	(375,000)	-	-	-	-	-
Issuance of convertible notes payable with beneficial conversion feature	-	-	206,000	-	-	206,000
Net and comprehensive loss	-	-	-	-	(1,588,000)	(1,588,000)
Balance at December 31, 2013	7,025,000	$ 1,000	$ 312,000	$ -	$ (1,683,000)	$ (1,370,000)

See accompanying notes.

BIOPHARMX CORPORATION
(a development stage enterprise)
STATEMENTS OF CASH FLOWS
for the years ended December 31, 2013 and 2012 and, cumulatively,
for the period from August 18, 2011 (date of inception) to December 31, 2013

	Year ended December 31,		Cumulative for the period from August 18, 2011 (date of inception) to December 31,
	2013	2012	2013
Cash flows from operating activities:			
Net loss	$ (1,588,000)	$ (88,000)	$ (1,683,000)
Adjustments to reconcile net loss to net cash used in operating activities:			
Stock-based compensation expense	58,000	9,000	67,000
Depreciation expense	5,000	1,000	6,000
Noncash interest expense	74,000	5,000	79,000
Changes in assets and liabilities:			
Prepaid expenses and other assets	(184,000)	(1,000)	(186,000)
Accounts payable and accrued expenses	446,000	14,000	463,000
Related party payables	109,000	9,000	125,000
Net cash provided by (used in) operating activities	(1,080,000)	(51,000)	(1,129,000)
Cash flows from investing activities:			
Purchases of property and equipment	(25,000)	(13,000)	(38,000)
Purchase of intellectual property	(60,000)	-	(60,000)
Net cash used in investing activities	(85,000)	(13,000)	(98,000)
Cash flows from financing activities:			
Proceeds from issuance of common stock	-	-	-
Repurchase of common stock	-	-	-
Proceeds from issuance of convertible notes payable	1,030,000	200,000	1,230,000
Net cash provided by financing activities	1,030,000	200,000	1,230,000
Net (decrease) increase in cash and cash equivalents	(135,000)	136,000	3,000
Cash at beginning of year	138,000	2,000	-
Cash at end of year	$ 3,000	$ 138,000	$ 3,000
Non-cash financing activities:			
Fair value of beneficial conversion feature issued in connection with convertible notes payable	$ 206,000	$ 40,000	$ 246,000
Intellectual assets purchase accrued	$ 90,000	$ -	$ 90,000

See accompanying notes.

NOTES TO FINANCIAL STATEMENTS

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

BioPharmX Corporation ("BioPharmX" or the "Company") is a Silicon Valley-based company, incorporated in Nevada on August 30, 2010, that seeks to provide innovative products through unique, patented platform technologies for pharmaceutical and over-the-counter ("OTC") applications in the fast growing dermatology and health and wellness markets.

The strategy of the Company begins with obtaining novel, patented, platform technologies through exclusive licensing, joint development or acquisition. BioPharmX then develops platform technologies that can be developed into product lines through specialized formulation and clinical protocol development with a bifurcated market penetration strategy, prescription for the high dose prescription version and OTC consumer for the low dose version. Identifying such technologies requires a strong knowledge of the markets served through technology assessment and evaluation of sell-side and buy-side opportunities through relationships with major pharmaceutical companies. BioPharmX's products are formulated to address both market pathways to address unmet needs in well-defined, multi-billion dollar markets for licensing or direct commercialization for both pharmaceutical and OTC distribution and sales.

On January 23, 2014, the Company, BioPharmX Inc., a Delaware corporation ("BPX") and stockholders of BPX, who collectively own 100% of BPX (the "BPX Stockholders") entered into and consummated transactions pursuant to a Share Exchange Agreement (the "Share Exchange Agreement," such transaction referred to as the "Share Exchange Transaction"), whereby the Company issued to the BPX Stockholders an aggregate of 7,025,000 shares of its common stock, par value $0.001 ("Common Stock"), in exchange for 100% of the shares of BPX held by the BPX Stockholders. The shares of our Common Stock received by the BPX Stockholders in the Share Exchange Transaction constituted approximately 77.8% of our then issued and outstanding Common Stock giving effect to the issuance of shares pursuant to the Share Exchange Agreement.

As a result of the Share Exchange Transaction, BPX became a subsidiary of the Company. The acquisition was accounted for as a reverse merger and recapitalization effected by a share exchange. BPX is considered the acquirer for accounting and financial reporting purposes. The assets and liabilities of the acquired entity have been brought forward at their book value and no goodwill has been recognized.

On March 3, 2014, we completed the name change of the Company from Thompson Designs, Inc. to BioPharmX Corporation.

Basis of Presentation and Principles of Consolidation

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP").

Preparation of these financial statements requires management to make certain judgments, estimates and assumptions. These may affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements. They also may affect the reported amounts of revenues and expenses during the reporting period. Key estimates used in the preparation of our financial statements include stock-based compensation and deferred income taxes. Actual results could differ from those estimates upon subsequent resolution of identified matters.

Significant Accounting Policies, Estimates and Judgments

The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures. On an ongoing basis, management evaluates its significant accounting policies or estimates. We base our estimates on historical experience and on various market specific and other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ significantly from these estimates.

Revenue Recognition

The Company is in the development stage and has yet to realize revenues from operations. Once the Company has commenced operations, it will recognize revenues when delivery of goods or completion of services has occurred provided there is persuasive evidence of an agreement, acceptance has been approved by its customers, the fee is fixed or determinable based on the completion of stated terms and conditions, and collection of any related receivable is probable.

Research and Development Expenses

R&D expenses consist primarily of personnel costs, including salaries, benefits and stock-based compensation, clinical studies performed by contract research organizations ("CROs"), materials and supplies and overhead allocations consisting of various and facilities-related costs.

Advertising Expenses

We expense the costs of advertising, including promotional expenses, as incurred. Advertising expenses were $7,000 in 2013 and $7,000 in 2012.

Net Income Per Share Attributable to BioPharmX Common Stockholders

The following table is a reconciliation of the numerator and denominator used in the calculation of basic and diluted net income per share attributable to BioPharmX common stockholders:

	2013	2012
Numerator:		
Net income attributable to BioPharmX stockholders	$ (1,588,000)	$ (88,000)
Denominator:		
Weighted-average shares of common stock outstanding used in the calculation of basic net income per share attributable to BioPharmX common stockholders	7,119,000	7,400,000
Effect of dilutive securities:		
Stock options and equivalents	—	—
Conversion of Notes	—	—
Weighted-average shares of common stock outstanding used in the calculation of diluted net income per share attributable to BioPharmX common stockholders	7,119,000	7,400,000

Basic net income per share attributable to BioPharmX common stockholders is calculated based on the weighted-average number of shares of our common stock outstanding during the period. Diluted net income per share attributable to BioPharmX common stockholders is calculated based on the weighted-average number of shares of our common stock outstanding and other dilutive securities outstanding during the period. The potential dilutive shares of our common stock resulting from the assumed exercise of outstanding stock options and the assumed conversion of convertible notes are determined under the treasury stock method.

Conversion of our 6% Convertible Notes of approximately 2.6 million and 1.6 million weighted-average shares of our common stock were outstanding during 2013 and 2012, respectively, but were not included in the computation of diluted net income per share attributable to BioPharmX common stockholders because their effect was antidilutive.

Stock options to purchase approximately 444,000 and 21,000 weighted-average shares of our common stock were outstanding during 2013 and 2012, respectively, but were not included in the computation of diluted net income per share attributable to BioPharmX common stockholders because their effect was antidilutive.

Stock-Based Compensation

Share-based payments to employees, contractors and directors are recognized in the Statements of Operations and Comprehensive Loss based on their fair values are reported in the Statements of Cash Flows as an adjustment to reconcile net loss to net cash used in operating activities.

Property, Plant and Equipment

Property, plant and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization are recognized using the straight-line method. Repairs and maintenance costs are expensed as incurred. Estimated useful lives in years are as follows:

Description	Estimated Useful Life
Furniture & fixtures	5
Laboratory and manufacturing equipment	5
Computer & network equipment	3

Intangible Assets

Intangible assets related to in-process research and development ("IPR&D") projects are considered to be indefinite-lived until the completion or abandonment of the associated R&D efforts. During the period the assets are considered indefinite-lived, they will not be amortized but will be tested for impairment on an annual basis as well as between annual tests if we become aware of any events or changes that would indicate a reduction in the fair value of the IPR&D projects below their respective carrying amounts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets would be deemed finite-lived and would then be amortized based on their respective estimated useful lives at that point in time.

Intangible assets with finite useful lives are amortized over their estimated useful lives. Intangible assets with finite useful lives are reviewed for impairment when facts or circumstances suggest that the carrying value of these assets may not be recoverable.

Fair Value of Financial Instruments

Carrying amounts of certain of the Company's financial instruments, including cash, prepaid and other current assets, accounts payable and accrued expenses and related party payables approximate fair value due to their short maturities. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of the convertible notes payable approximates fair value.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset might not be recoverable. When such an event occurs, management determines whether there has been an impairment by comparing the anticipated undiscounted future net cash flows to the related asset's carrying value. If an asset is considered impaired, the asset is written down to fair value, which is determined based either on discounted cash flows or appraised value, depending on the nature of the asset. The Company has not identified any such impairment losses to date.

Income Taxes

The Company accounts for income taxes using the liability method whereby deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Valuation allowances are established to reduce deferred tax assets when management estimates, based on available objective evidence, that it is more likely than not that the benefit will not be realized for the deferred tax assets.

The Company's policy is to recognize interest and penalties accrued on any unrecognized tax benefits as a component of income tax expense. As of the date of adoption of accounting for uncertain tax positions there was no accrued interest or penalties associated with any unrecognized tax benefits, nor was any interest expense recognized during the year.

Comprehensive Loss

Comprehensive loss is the changes in equity of an enterprise, except those resulting from stockholder transactions. Accordingly, comprehensive loss includes certain changes in equity that are excluded from net loss. For the years ended December 31, 2013 and year ended December 31, 2012 and, cumulatively, for the period from August 18, 2011 (date of inception) to December 31, 2013, the Company's comprehensive loss is equal to the net loss. There were no components of comprehensive loss for any of the periods presented.

Recent Accounting Pronouncements

In July 2013, the FASB issued an update related to presentation of an unrecognized tax benefit when a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward exists. An unrecognized tax benefit, or a portion of an unrecognized tax benefit, should be presented in the financial statements as a reduction to a deferred tax asset for a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward, except as follows. To the extent a net operating loss carry-forward, a similar tax loss or a tax credit carry-forward is not available at the reporting date under the tax law of the applicable jurisdiction to settle any additional income taxes that would result from the disallowance of a tax position or the tax law of the applicable jurisdiction does not require the entity to use, and the entity does not intend to use, the deferred tax asset for such purpose, the unrecognized tax benefit should be presented in the financial statements as a liability and should not be combined with deferred tax assets. This guidance will become effective for us beginning in the first quarter of 2014. We believe that the adoption of this update will not have a material impact on our financial statements.

2. GOING CONCERN CONSIDERATIONS AND MANAGEMENT'S PLAN

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. The Company has incurred recurring losses and negative cash flows from operations since inception. The Company has not generated revenues and has funded its operating losses through the issuance of convertible notes payable. The Company has a limited operating history and its prospects are subject to risks, expenses and uncertainties frequently encountered by companies in the industry. These risks include, but are not limited to, the uncertainty of availability of additional financing and the uncertainty of achieving future profitability. Management of the Company intends to raise additional funds through the issuance of equity securities. There can be no assurance that such financing will be available or on terms which are favorable to the Company. Failure to generate sufficient cash flows from operations, raise additional capital or reduce certain discretionary spending could have a material adverse effect on the Company's ability to achieve its intended business objectives. These factors raise substantial doubt about the Company's ability to continue as a going concern. The financial statements do not contain any adjustments that might result from the outcome of this uncertainty.

As shown in the accompanying financial statements, the Company incurred a net loss of $1.6 million and $88,000 during the years ended December 31, 2013 and 2012, respectively, and has an accumulated deficit of $1.7 million as of December 31, 2013. As of December 31, 2013, the Company had a working capital deficit of $732,000. As of December 31, 2012, the Company had working capital of $108,000. While management of the Company believes that it has a plan to fund on-going operations, there is no assurance that its plan will be successfully implemented. The Company is experiencing the following risks and uncertainties in the business:

In 2012 and 2013, the Company initiated a financing with convertible notes to invite early investors at a 20% discount to the share price in a future offering. While the Company was able to secure a number of investors, there is continued risk in the Company's ability to attract additional early-stage investors. Without access to continued funds for working capital the Company may not be able to execute its product strategy and pursue research and development activities on its novel platform technologies.

The discovery of key raw materials to formulate novel products depends on the Company's ability to identify, negotiate and secure procurement of such materials. This also depends on the Company's ability to establish comprehensive and long term vendor contracts and relationships.

The Company's ability to compete and to achieve its product platform strategy depends on its ability to protect its proprietary discoveries and technologies. The Company currently relies on a combination of copyrights, trademarks, trade secret laws and confidentiality agreements to protect its intellectual property rights. The Company also relies upon unpatented know-how and continuing technological innovation.

The Company's continued operations are dependent upon its ability to identify, recruit and retain adequate management personnel and contractors to perform certain jobs such as research and development, patent generation, regulatory affairs and general administrative functions. The Company requires highly trained professionals of varying levels and experience along with a flexible work force.

Research and development for novel prescription or OTC based products can be very extensive and lengthy in nature; along with the clinical trial process with the Food and Drug Administration which can require significant funding and time consuming patient studies. The competitive landscape could change significantly over the time period to complete targeted product development milestones. The current competition for BioPharmX's products could also turn into strategic partners or potential acquirers in the future.

The significant risks and uncertainties described above could have a significant negative impact on the financial viability of BPX and raise substantial doubt about the Company's ability to continue as a going concern. Management is working on the Company's business model to increase working capital by managing its cash flow, securing financing and working towards bringing its first product to market.

3. FAIR VALUE MEASUREMENTS

The Company recognizes and discloses the fair value of its assets and liabilities using a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to valuations based upon unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to valuations based upon unobservable inputs that are significant to the valuation (Level 3 measurements). Each level of input has different levels of subjectivity and difficulty involved in determining fair value.

- Level 1 - Inputs used to measure fair value are unadjusted quoted prices that are available in active markets for the identical assets or liabilities as of the reporting date. Therefore, determining fair value for Level 1 investments generally does not require significant judgment, and the estimation is not difficult.

- Level 2 - Pricing is provided by third party sources of market information obtained through investment advisors. The Company does not adjust for or apply any additional assumptions or estimates to the pricing information received from its advisors.

- Level 3 - Inputs used to measure fair value are unobservable inputs that are supported by little or no market activity and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions. The determination of fair value for Level 3 instruments involves the most management judgment and subjectivity.

As of December 31, 2013 and 2012, the Company held no assets or liabilities with instrument valuations measured on a recurring basis.

4. PROPERTY, PLANT AND EQUIPMENT

Property and equipment, net at December 31, 2013 and 2012 consisted of the following:

	December 31, 2013	December 31, 2012
Furniture and fixtures	$ 11,000	$ 11,000
Lab equipment	12,000	2,000
Computers and equipment	15,000	-
	38,000	13,000
Less: accumulated depreciation	(6,000)	(1,000)
	$ 32,000	$ 12,000

Depreciation expense for the years ended December 31, 2013 and 2012 was $5,000 and $1,000. Depreciation expense for the cumulative period from August 18, 2011 (date of inception) to December 31, 2013 totaled $6,000.

5. RELATED PARTY PAYABLES

Since inception, the founding executives of the Company have made advances to cover short-term operating expenses. These advances are non-interest bearing. As of December 31, 2013 and 2012, related party payables were $125,000 and $16,000, respectively.

6. LONG-TERM OBLIGATIONS

Financing Arrangements

The following table summarizes the carrying amount of our borrowings under various financing arrangements (in thousands):

Type of Borrowing	Description	Issue Date	Due Date	Interest Rate	December 31, 2013	December 31, 2012
Convertible	Note	September 2012	September 2015	6.00%	$ 150,000	$ 100,000
Convertible	Note	Novenber 2012	November 2015	6.00%	150,000	100,000
Convertible	Note	February 2013	December 2015	6.00%	50,000	—
Convertible	Notes	April 2013	March 2016	6.00%	150,000	—
Convertible	Note	June 2013	June 2014	6.00%	100,000	—
Convertible	Note	July 2013	July 2016	6.00%	100,000	—
Convertible	Note	August 2013	August 2016	6.00%	130,000	—
Convertible	Note	September 2013	September 2015	6.00%	100,000	—
Convertible	Note	October 2013	August 2016	6.00%	25,000	—
Convertible	Note	November 2013	October & August 2016	6.00%	125,000	
Convertible	Note	December 2013	January 2015	6.00%	150,000	—
Total debt, net					$ 1,230,000	$ 200,000
Less current portion					100,000	—
Total long-term debt, net					$ 1,130,000	$ 200,000

In September and November 2012, the Company issued convertible notes payable (“Notes”) to two individuals, respectively, in exchange for $200,000 cash. These Notes carry an interest rate of 6% per annum and mature in September and November 2015, respectively, with principal and interest payable at maturity.

During the year ended December 31, 2013, the Company issued Notes to twelve individuals in exchange for $1,030,000 cash. These notes carry an interest rate of 6% per annum and mature between June 2014 and October 2016, with principal and interest payable at maturity.

The Notes automatically convert into preferred stock issued in a qualified financing at 80% of the price per share at which such preferred stock is issued in such an offering. Additionally, there is a special conversion that at maturity, unless the Company repays all outstanding principal and interest, the Notes shall be automatically converted into a number of shares of common stock of the Company at 80% of the then fair market value per share.

As a result of this beneficial conversion feature, the Company has recorded $206,000 and $40,000 as a debt discount during the years ended December 31, 2013 and 2012. The debt discount is being amortized to interest expense over the term of the Notes. The amortization expense related to the debt discount was $41,000 and $3,000 for the years ended December 31, 2013 and 2012, respectively and $44,000 for the cumulative period from August 18, 2011 (date of inception) to December 31, 2013. The note holders as a group also have the right to purchase up to an aggregate of $1 million in shares in the event of a subsequent offer of equity securities.

7. COMMITMENTS AND CONTINGENCIES

Lease Arrangements

On August 23, 2013, the Company signed a lease for 10,800 square feet of office and laboratory space in Menlo Park, California. The term of the lease is 39 months from the lease commencement date of September 1, 2013. Future minimum commitments under this lease are as follows:

2014	$	279,000
2015		288,000
2016		271,000
Total	$	838,000

Legal Proceedings

We are not currently a party to any legal proceedings. We are not aware of any pending legal proceeding to which any of our officers, directors, or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us.

8. STOCKHOLDERS' EQUITY

Repurchase of common stock

On March 27, 2013, the Company terminated one of the founders and repurchased 375,000 shares for $18.

Equity Incentive Plan

On August 18, 2011, BPX adopted the 2011 Equity Incentive Plan (the “BPX Plan”) which permits BPX to grant stock options to directors, officers or employees of the Company or others to purchase shares of common stock of BPX through awards of incentive and nonqualified stock options (“Options”), stock (“Restricted Stock” or “Unrestricted Stock”) and stock appreciation rights (“SARs”). On January 23, 2014, immediately after the closing of the Share Exchange Transaction which resulted in a reverse acquisition of the Company by BPX, the Company adopted the 2014 Equity Incentive Plan (the “2014 Plan”), options issued under the BPX Plan were cancelled, and options under the 2014 Plan were issued to replace all cancelled BPX options.

The Company currently has time-based options outstanding. The time-based options generally vest in two to four years and expire ten years from the date of grant. Total number of shares reserved and available for grant and issuance pursuant to this Plan is 2,700,000. Shares issued under the Plan will be drawn from authorized and unissued shares or shares now held or subsequently acquired by the Company. At December 31, 2013 there were 94,000 shares available for grant under the Plan. No options were granted during the year ended December 31, 2011.

The following table summarizes activity under our stock option plan. All option grants presented in the table had exercise prices not less than the fair value of the underlying common stock on the grant date:

	Shares	Weighted Average Exercise Price
Outstanding at January 1, 2012	-	-
Granted	1,150,000	$ 0.06
Exercised	-	-
Forfeited	-	
Outstanding at December 31, 2012	1,150,000	$ 0.06
Granted	1,456,000	0.40
Exercised	-	-
Forfeited	-	-
Outstanding at December 31, 2013	2,606,000	$ 0.25
Exercisable, end of year	2,606,000	$ 0.25

The total fair value of stock options that vested during the years ended December 31, 2013 and 2012 was $55,000 and $5,000, respectively.

The weighted-average grant date fair values of the stock options granted during the years ended December 31, 2013 and 2012 were $0.28 and $0.06 per share, respectively.

As of December 31, 2013, the number of options outstanding that are expected to vest, net of estimated future option forfeitures was 2,606,000 with a weighted-average exercise price of $0.25 per share, an aggregate intrinsic value of $1.953 million and a weighted-average remaining contractual life of 9.0 years. The aggregate intrinsic value of stock options outstanding and stock options exercisable as of December 31, 2013 were $55,000. As of December 31, 2013, the weighted-average remaining contractual life for options outstanding and options exercisable was 9.9 years.

9. STOCK-BASED COMPENSATION

The following table summarizes the stock-based compensation expenses included in our Statement of Operations and Comprehensive Loss for the years ended:

	December 31,	
	2013	**2012**
Research and development	$ 30,000	$ 5,000
Sales and marketing	7,000	-
General and administrative expenses	21,000	4,000
Stock-based compensation expense, net of tax	$ 58,000	$ 9,000

The Company estimates the fair value of time-based stock options, if any, granted using the Black-Scholes-Merton option pricing formula. The fair value is then amortized on a straight-line basis over the requisite service periods of the awards, which is generally the vesting period. Time-based and performance-based options, if any, typically have a ten-year life from date of grant and vesting periods of two to four years.

Valuation Assumptions

The fair value of stock-based awards to employees is calculated through the use of the Black-Scholes option pricing model, even though such model was developed to estimate the fair value of freely tradable, fully transferable options without vesting restrictions, which differ significantly from the Company's stock option awards. This model also requires subjective assumptions, including future stock price volatility and expected time to exercise, which greatly affect the calculated values.

Expected Term

The expected term represents the period that the Company's stock-based awards are expected to be outstanding. For awards granted subject only to service vesting requirements, the Company utilizes the simplified method for estimating the expected term of the stock-based award, instead of historical exercise data.

Expected Volatility

The Company uses the historical volatility of the price of the common shares of selected public companies in the biotechnology sector.

Expected Dividend

The Company has never paid dividends on its common shares and currently does not intend to do so and, accordingly, the dividend yield percentage is zero for all periods.

Risk-Free Interest Rate

The Company bases the risk-free interest rate used in the Black-Scholes-Merton valuation method upon the implied yield curve currently available on U.S. Treasury zero-coupon issues with a remaining term equal to the expected term used as the assumption in the model.

We used the following assumptions to calculate the estimated fair value of the awards for the years ended:

	December 31,	
	2013	**2012**
Expected volatility	82.1%	82.1%
Expected term in years	5.51 - 6.08	5.52 - 6.08
Risk-free interest rate	0.61% - 1.62%	0.67% - 0.89%
Expected dividend yield	—%	—%

10. INCOME TAXES

No federal income taxes were provided in the years ended December 31, 2013 and 2012 or for the cumulative period from August 18, 2011 (date of inception) to December 31, 2013 due to the Company's net losses. State minimum income and franchise taxes are included in general and administrative expenses and were immaterial for the periods presented.

At December 31, 2013, the Company had available federal net operating loss ("NOL") carry-forwards of approximately $1.6 million which will begin to expire in 2031 and California state NOL carry-forwards of approximately $1.6 million which will begin to expire in 2021. At December 31, 2012, the Company had available federal net operating loss ("NOL") carry-forwards of approximately $60,000 which will begin to expire in 2031 and California state NOL carry-forwards of approximately $60,000 which will begin to expire in 2021. At December 31, 2013 and 2012, the net deferred tax assets of approximately $594,000 and $29,000, respectively, generated primarily by NOL carry-forwards, have been fully reserved due to the uncertainty surrounding the realization of such benefits. The net valuation allowance increased by approximately $563,000 and $29,000 during the years ended December 31, 2013 and 2012, respectively.

Current tax laws impose substantial restrictions on the utilization of net operating loss and credit carry-forwards in the event of an "ownership change," as defined by the Internal Revenue Code. If there should be an ownership change, the Company's ability to utilize its carry-forwards could be limited.

As of December 31, 2013 and 2012, the Company did not have any material unrecognized tax benefits. The 2013 and 2012 tax years remain open for examination by the federal and state authorities.

11. SUBSEQUENT EVENTS

On January 21, 2014, Mr. Thompson sold to BPX 7,000,000 shares of the Company's common stock representing approximately 77.8% of the then issued and outstanding shares of common stock for $300,000 and cancelled the 5% promissory note pursuant to a Stock Purchase Agreement dated as of the same date.

On January 23, 2014, the Company, BPX and BPX Stockholders, who collectively own 100% of BPX entered into and consummated transactions pursuant to the Share Exchange Agreement, whereby the Company issued to the BPX Stockholders an aggregate of 7,025,000 shares of Common Stock in exchange for 100% of the equity interests of BPX held by the BPX Stockholders. The shares of our Common Stock received by the BPX Stockholders in the Share Exchange Transaction constituted approximately 77.8% of our then issued and outstanding Common Stock giving effect to the issuance of shares pursuant to the Share Exchange Agreement. As a result of the Share Exchange Transaction, BPX became a subsidiary of the Company.

On January 23, 2014, immediately after the closing of the Share Exchange Transaction which resulted in a reverse acquisition of the Company by BPX, the Company adopted the 2014 Equity Incentive Plan (the "2014 Plan"), options issued under the BPX Plan were cancelled, and options under the 2014 Plan were issued to replace all cancelled BPX options.

In the first quarter of 2014, we issued convertible notes payable ("Notes") to twelve individuals, in exchange for $1,020,000 cash. These Notes carry an interest rate of 6% per annum and mature between January and March 2017, with principal and interest payable at maturity. The Notes automatically convert into preferred stock issued in a qualified financing at 80% of the price per share at which such preferred stock is issued in such an offering. Additionally, there is a special conversion that at maturity, unless the Company repays all outstanding principal and interest, the Notes shall be automatically converted into a number of shares of common stock of the Company at 80% of the then fair market value per share.

On March 3, 2014, we completed the name change of the Company from Thompson Designs, Inc. to BioPharmX Corporation.

On March 14, 2014, we entered into a Subscription Agreement for a private placement of shares of our Series A Preferred Stock and warrants with an accredited investor, whereby we will sell an aggregate of 540,977 shares of our Series A preferred stock, par value $0.001 per share ("Series A Preferred Stock"), at a per share price of $1.85 for gross proceeds of $1,000,000 and to issue to the investors for no additional consideration warrants (the "Warrants") to purchase 270,489 shares of the Company's common stock in the aggregate at an exercise price of $3.70 per share.

On March 14, 2014, the Company, the majority shareholders of the Company and the subscriber who is the party to the Subscription Agreement entered into an Investor Rights Agreements, whereby the subscriber was granted certain rights including: (i) right to receive copies of quarterly and annual reports of the Company, (ii) right of inspection of the Company's properties and records, (iii) right of participation in future securities offerings, (iv) tag-along rights in connection with sales of the Company's stock by a major shareholder, and (v) board of directors representation rights for the subscribers who purchased at least 500,000 shares of Series A Preferred Stock and hold at least 30% of such shares (the "Qualified Subscribers"). The Company made certain covenants under the agreement including: (i) uplisting to NYSE or NASDAQ within three years from the issuance shares of Series A Preferred Stock, and (ii) increase of the board of directors to five members including one member to be appointed by the Qualified Subscribers.

On March 20, 2014, the Company filed with the Secretary of State of the State of Nevada a Certificate of Designations, Preferences, Rights and Limitations of Series A Preferred Stock (the "Series A Certificate"). Pursuant to the Series A Certificate, there are 3.3 million shares of Series A Preferred Stock authorized.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

BioPharmX Corporation

Date: March 31, 2014

By: /s/ James Pekarsky
Name: James Pekarsky
Title: Chief Executive Officer,
Chief Financial Officer and Director
(Principal Executive Officer, Principal Financial Officer and
Principal Accounting Officer)

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this Report has been signed below by the following persons on behalf of the Registrant in the capacities and on the dates indicated.

Name and Title	**Date**
/s/ James Pekarsky James Pekarsky Chief Executive Officer, Chief Financial Officer and Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)	March 31, 2014
/s/ Anja Krammer Anja Krammer President and Director	March 31, 2014

150101

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140203663-27
	Filing Date and Time 03/20/2014 11:58 AM
	Entity Number E0422102010-8

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations (Pursuant to NRS 78.1955)

1. Name of corporation:
BioPharmX Corporation

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

A series of 3,300,000 shares of preferred stock which shall be issued in and constitute a single series to be known as Series A Preferred Stock, par value $0.001 per share (hereafter called "Series A Preferred Stock"). The shares of Series A Preferred Stock shall have the voting powers, designations, preferences and other special rights, and qualifications, limitations and restrictions thereof set forth in Annex A attached hereto.

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X _____
Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 3-6-09

ANNEX A

DESIGNATIONS, PREFERENCES AND RIGHTS

OF SERIES A PREFERRED STOCK

OF

BIOPHARMX CORPORATION

BioPharmX Corporation (the "Company"), a corporation organized and existing under and by virtue of the Revised Statutes of the State of Nevada (the "NRS"), in accordance with Section 78.1955 of the NRS, DOES HEREBY CERTIFY that:

The Articles of Incorporation of the Company provide that the Company is authorized to issue 10,000,000 shares of preferred stock with a par value of $.001 per share. Pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation and the NRS, the Board of Directors has adopted resolutions providing for the designation, rights, powers and preferences and the qualifications, limitations and restrictions of 3,300,000 shares of Series A Preferred Stock, and that a copy of such resolutions is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Company, the provisions of its Articles of Incorporation, as amended, and in accordance with the Revised Statutes of the State of Nevada, the Board of Directors hereby establishes a series of the authorized preferred stock of the Company with par value of $.001 per share, which series shall be designated as "Series A Preferred Stock" and which will consist of 3,300,000 shares and will have powers, preferences, rights, qualifications, limitations and restrictions thereof, as follows:

1. Definitions. For the purposes hereof, the following definitions shall apply:

1.1 "Available Funds and Assets" has the meaning set forth in Section 3 hereof.

1.2 "Board" means the Board of Directors of the Company.

1.3 "Certificate" means this Certificate of Designations, Preferences and Rights of Series A Preferred Stock.

1.4 "Common Stock" means the Company's common stock, par value $0.001 per share, and stock of any other class into which such shares may hereafter have been reclassified or changed.

1.5 "Company" means BioPharmX Corporation, a Nevada corporation.

1.6 "Conversion Rate" has the meaning set forth in Section 5 hereof.

1.7 "Original Issue Date" means the date on which the first share of Series A Preferred is issued by the Company.

1.8 "Original Purchase Price" shall mean $1.85 per share.

1.9 "Registered Holder" shall mean each holder of Series A Preferred as reflected on the books of the Company.

1.10 "Securities Act" means the Securities Act of 1933, as amended.

1.11 "Series A Preferred" means the Series A Preferred Stock of the Company.

1.12 "Subscription Agreement" means the subscription agreement between the Company and each holder of shares of Series A Preferred.

1.13 "Trading Day" means a day on which the Common Stock is traded on a Trading Market.

1.14 "Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the New York Stock Exchange, the NYSE MKT, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the OTC Bulletin Board, or the NYSE Euronext.

1.15 "VWAP" shall mean the volume weighted average price of the Common Stock during any trading day as reported by or based on information provided by Bloomberg LP or other reputable reporting service reasonably acceptable to the Company.

1.16 "Warrant" shall mean a warrant to purchase 50% of the number of shares of Common Stock issuable upon the conversion of the Series A Preferred, substantially in the form of the common stock purchase warrant annexed to the Subscription Agreement as Exhibit B.

2. Interest.Each Registered Holder of outstanding shares of the Series A Preferred shall be entitled to interest payments at the rate of 6% of the Original Purchase Price per annum, compounded daily, calculated on the basis of a 360 day year and payable within five calendar days of January 1 each year. At any time that the Common Stock is traded on a Trading Market, interest hereunder may be payable, at the option of the Company, in shares of Common Stock ("Interest Shares") or in cash. Interest paid in Interest Shares shall be paid in a number of fully paid and non-assessable shares (rounded up to the nearest whole share) of Common Stock equal to the quotient of (i) the amount of interest payable divided by the average of VWAP for each day during the period commencing twenty (20) Trading Days prior to but not including the date when the dividend has been declared by the Board.

3. Dividends and Distributions. Each Registered Holder of the Series A Preferred shall not be entitled to dividends unless the Company pays cash dividends or dividends in other property to holders of outstanding shares of Common Stock, in which event, each outstanding share of the Series A Preferred will be entitled to receive dividends of cash or property, out of any assets legally available therefor, in an amount or value equal to the amount of dividends per share of Series A Preferred, as would have been payable on the number of shares of Common Stock into which each share of Series A Preferred would be convertible, if such shares of Series A Preferred had been converted to Common Stock as of the record date for the determination of holders of Common Stock entitled to receive such dividends. Any dividend payable to the Series A Preferred will have the same record and payment date and terms as the dividend payable on the Common Stock.

4. Liquidation Rights. In the event of any Liquidation Event (as defined below), the funds and assets of the Company that may be legally distributed to the Company's stockholders (the "Available Funds and Assets") shall be distributed to the Company's stockholders in the following manner:

4.1 Series A Preferred. First, the holders of Series A Preferred shall be entitled to receive, prior and in preference to the holders of Common Stock, for each share of Series A Preferred an amount per share of Series A Preferred equal to the sum of (i) the Original Purchase Price, (ii) any accrued interest due under Section 2 above, and (iii) any declared and unpaid dividends, which shall be paid in cash (the "Series A Liquidation Preference"). If the Available Funds and Assets distributed to the holders of the Series A Preferred are insufficient to permit the payment to such holders of the full Series A Liquidation Preference, then the Available Funds and Assets shall be distributed to the holders of the Series A Preferred pro rata based upon the number of shares of Series A Preferred held by each holder.

4.2 Common Stock. Second, the Available Funds and Assets, if any, remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Series A Preferred of their full preferential amounts, in accordance with Section 3.1, shall be distributed among the holders of Common Stock on a per share basis.

4.3 Liquidation Event.

(a) Unless waived in any specific instance by the holders of at least fifty-one percent (51%) of the shares of Series A Preferred then-outstanding, voting or acting as a single class on an as-converted to Common Stock basis (the "Majority Holders"), a "Liquidation Event" shall mean any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, and shall be deemed to be occasioned by, or to include, (x) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger, conversion or consolidation) unless the Company's stockholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Company's acquisition or sale or otherwise) hold at least a majority of the voting power of the surviving or acquiring entity, or its direct or indirect parent entity (except that the sale by the Company of shares of its capital stock to investors in bona fide equity financing transactions, or in connection with a Qualifying Listing (as defined under the Subscription Agreement), shall not be deemed a Liquidation Event for this purpose) or (y) a sale or other disposition or transfer of all or substantially all of the assets of the Company in any transaction or series of related transactions, including a sale or other disposition or transfer of all or substantially all of the assets of the Company's subsidiaries, if such assets constitute substantially all of the assets of the Company and such subsidiaries taken as a whole.

(b) In any of such events, if the consideration received by or with respect to the Company is other than cash or securities, its value will be deemed its fair market value as determined in good faith by a majority of the Board of Directors. Any securities to be delivered to the holders of the Series A Preferred or Common Stock, as the case may be, shall be valued as follows:

(i) If traded on a national securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the ten (10) day period ending three (3) days prior to the closing;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the ten (10) day period ending three (3) days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of the Company .

5. Voting Rights.

5.1 Common Stock. Except as otherwise provided herein or by applicable law, the holders of shares of Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Company. Each holder of shares of Common Stock shall be entitled to one (1) vote for each whole share of Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Company.

5.2 Series A Preferred. Each holder of shares of Series A Preferred shall be entitled to one (1) vote for each whole share of Common Stock into which such shares of Series A Preferred could be converted pursuant to the provisions of Section 5.1 on the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, on the date such vote is taken or any written consent of the stockholders is solicited.

5.3 General. Subject to the other provisions of this Certificate, each holder of Series A Preferred shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company (as in effect at the time in question) and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise provided in this Certificate and applicable law, the holders of Series A Preferred and the holders of Common Stock shall vote together and not as separate classes.

6. Conversion.

6.1 Mandatory Conversion.

(a) Requirements. The outstanding shares of Series A Preferred shall be converted automatically into fully-paid and non-assessable shares of Common Stock at the rate of one share of Common Stock for one share of Series A Preferred (the "Conversion Rate") upon the Company achieving a Qualifying Listing (as defined in the Subscription Agreement) (the "Mandatory Conversion") which occurs on or before the third anniversary of the Original Issue Date.

(b) Procedures. Upon the occurrence of the event specified in Section 6.1(a) above, the outstanding shares of Series A Preferred shall be converted into Common Stock automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock unless the certificates evidencing the shares of Series A Preferred are delivered to the Company as provided below, or the holder notifies the Company that the certificates have been lost, stolen or destroyed, and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with the certificates. Upon the occurrence of the Mandatory Conversion, the holders of Series A Preferred shall surrender the certificates representing the shares at the office of the Company. Thereupon, there shall be issued and delivered to the holder promptly at the office and in its name as shown on the surrendered certificates, a certificate for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which the Mandatory Conversion occurred.

6.2 Optional Conversion.

(a) Requirements. At the option of the Registered Holder thereof, the outstanding shares of Series A Preferred shall be convertible into shares of Common Stock at the Conversion Rate.

(b) Procedures. Each Registered Holder of shares who elects to convert such shares pursuant to Section 6.2(a) above shall surrender its certificate(s) for such shares, duly endorsed, at the office of the Company, and shall give written notice to the Company at that office that the holder elects to convert the same and shall state therein the number of shares of Series A Preferred being converted (a "Notice of Conversion"). Upon receipt of a Notice of Conversion, the Company shall promptly issue and deliver at that office to the Registered Holder a certificate(s) for the number of shares of Common Stock which the Registered Holder is entitled to receive upon the conversion and the Warrant. The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the certificate(s) representing the shares of Series A Preferred to be converted, and the Registered Holder entitled to receive the shares of Common Stock issuable upon the conversion shall be treated for all purposes as the record holder of the shares of Common Stock on that date.

6.3 Restrictive Legend. Certificates evidencing shares of Common Stock and the Warrant issued upon the Mandatory Conversion shall be issued with a restrictive legend indicating that such securities were issued in a transaction which is exempt from registration under the Securities Act, and that they cannot be transferred unless (i) they have been registered under the Securities Act, (ii) an exemption from registration is available in the opinion of counsel to the Company or (iii) there is submitted to the Company such other evidence as may be satisfactory to the Company to the effect that any such transfer shall be in compliance with the Securities Act
and applicable state securities law.

6.4 New Stock Certificate. In the event less than all the shares represented by a certificate are converted, the Company shall promptly issue to the holder thereof a new certificate representing the unconverted shares.

7. Adjustments.

7.1 Adjustments for Subdivisions, Combinations or Consolidations of Common Stock. If at any time or from time to time the outstanding shares of Common Stock shall be (i) subdivided by stock split, stock dividend or otherwise into a greater number of shares, or (ii) combined or consolidated, by reclassification or otherwise, into a lesser number of shares, then the Conversion Rate shall simultaneously be proportionately increased or decreased, as the case may be, such that the holders of the Series A Preferred shall thereafter receive upon conversion thereof, the number of shares of Common Stock, they would have received had their Series A Preferred been converted into such shares immediately prior to the taking of the actions described in subsections (i) and (ii) of this Section 7.1.

7.2 Adjustments for Stock Dividends and Other Distributions. If at any time or from time to time after the Original Issue Date the Company pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Company other than shares of Common Stock, and other than as otherwise adjusted in this Section 7 or as provided in Section 2, then, in each such event, provision shall be made so that the holders of the Series A Preferred shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Company that they would have received had their Series A Preferred been converted into Common Stock on the date for determining the holders of Common Stock entitled to receive the dividend or distribution.

7.3 Adjustment for Merger, Sale, Reclassification, Exchange and Substitution.

(a) In case the Company after the Original Issue Date shall do any of the following (each, a "Triggering Event"): (a) consolidate or merge with or into any other Person and the Company shall not be the continuing or surviving corporation of such consolidation or merger, or (b) permit any other Person to consolidate with or merge into the Company and the Company shall be the continuing or surviving Person but, in connection with such consolidation or merger, any capital stock of the Company shall be changed into or exchanged for securities of any other Person or cash or any other property, or (c) transfer all or substantially all of its properties or assets to any other Person, or (d) effect a capital reorganization or reclassification of its capital stock, then, and in the case of each such Triggering Event, proper provision shall be made to the Conversion Rate and the number of shares of Common Stock into which the Series A Preferred is convertible so that, upon the basis and the terms and in the manner provided in this Certificate, the holder of Series A Preferred shall be entitled upon the conversion hereof at any time after the consummation of such Triggering Event, to the extent the Series A Preferred has not been converted or redeemed prior to such Triggering Event, to receive at the Conversion Rate in effect at the time immediately prior to the consummation of such Triggering Event, in lieu of the Common Stock issuable upon such conversion prior to such Triggering Event, the securities, cash and property to which such holder would have been entitled upon the consummation of such Triggering Event if such holder had converted immediately prior thereto (including the right of a shareholder to elect the type of consideration it will receive upon a Triggering Event), subject to adjustments (subsequent to such corporate action) as nearly equivalent as possible to the adjustments provided for elsewhere in this Section 7. Immediately upon the occurrence of a Triggering Event, the Company shall notify the holder in writing of such Triggering Event and provide the calculations in determining the number of shares of Common Stock issuable upon conversion and the adjusted Conversion Rate.

(b) The surviving entity and/or each Person (other than the Company) which may be required to deliver any securities, cash or property upon the conversion of the Series A Preferred as provided herein shall assume, by written instrument delivered to, and reasonably satisfactory to, the holder of Series A Preferred, (A) the obligations of the Company under the Series A Pi&ferred (and if the Company shall survive the consummation of such Triggering Event, such assumption shall be in addition to, and shall not release the Company from, any continuing obligations of the Company under the Series A Preferred) and (B) the obligation to deliver to such holder such securities, cash or property as, in accordance with the foregoing provisions of this subsection (a).

(c) Except as provided in Section 4, upon any liquidation, dissolution or winding up of the Company, if at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, each holder of Series A Preferred shall have the right thereafter to have the Series A Preferred converted into the kind and amount of stock and other securities and property receivable upon the recapitalization, reclassification or other change by a holder of the number of shares of Common Stock into which the shares of Series A Preferred could have been converted immediately prior to the recapitalization, reclassification or change.

7.4 Issuances. If, at any time within two (2) years following the Original Issue Date, the Company shall issue any Common Stock, except for the Excepted Issuances (as hereinafter defined), for a consideration per share that is less (a "Dilutive Issuance") than the Original Issue Price (as adjusted pursuant to the provisions of this Section 7) that would be in effect at the time of such issue, then, and thereafter successively upon each such issuance, Conversion Rate shall be reduced by multiplying the Conversion Rate by a fraction, the numerator of which is the price of the Dilutive Issuance and the demoninator of which is the Original Issue Price (as adjusted pursuant to the provisions of Section 7). For purposes of this adjustment and except for the Excepted Issuances, the issuance of any security or debt instrument of the Company which has the right to convert such security or debt instrument into Common Stock or of any warrant, right or option to purchase Common Stock, shall result in an adjustment to the Conversion Rate upon the issuance of the above-described security, debt instrument, warrant, right, or option and again upon the issuance of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the then Original Issue Price. For purposes of this Certificate of Designations, "Excepted Issuance" shall mean any sale by the Company of its Common Stock or equity linked debt obligations in connection with (i) full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of the securities or assets of a corporation or other entity (or any division or business unit thereof) so long as such issuances are not for the purpose of raising capital, (ii) the Company's issuance of securities in connection with strategic supply, sale or license agreements and other partnering arrangements so long as such issuances are not for the purpose of raising capital, (iii) the Company's issuance of Common Stock or the issuances or grants of options to purchase Common Stock to employees, directors, and consultants which are approved by the Board of Directors, and (iv) securities issued and outstanding as of the Original Issue Date.

7.5 Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Rate for Series A Preferred, the Company, at its expense, shall compute the adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing the adjustment or readjustment, and shall mail the certificate, by first class mail, postage prepaid, to each affected registered holder of the Series A Preferred at the holder's address as shown on the Company's books.

8. Redemption. Redemption.

8.1 Triggering Event. A "Triggering Event" shall be deemed to have occurred in the event that the Company shall fail to achieve a Qualifying Listing on or before the Original Issue Date.

8.2 Redemption Option Upon Triggering Event. In addition to all other rights of the Registered Holders contained herein, after a Triggering Event, each Registered Holder shall have the right to require the Company to redeem all or a portion of the then outstanding Series A Preferred at a price per share equal to the Series A Liquidation Preference (the "Redemption Price").

8.3 Mechanics of Redemption Option. Within five (5) business days after the occurrence of the Triggering Event, the Company shall deliver written notice thereof via overnight courier ("Notice of Triggering Event") to each Registered Holder. At any time after a Registered Holder's receipt of a Notice of Triggering Event, any Registered Holder of Series A Preferred then outstanding may require the Company to redeem up to all of such holder's Series A Preferred by delivering written notice thereof via overnight courier ("Notice of Redemption at Option of Holder") to the Company, which Notice of Redemption at Option of Holder shall indicate the number of shares of Series A that such holder is electing to redeem.

8.4 Payment of Redemption Price. Upon the Company's receipt of a Notice(s) of Redemption at Option of Holder from any Registered Holder, the Company shall immediately notify each Registered Holder by facsimile or e-mail of the Company's receipt of such notice(s). The Company shall deliver on the fifth (5th) Business Day after the Company's receipt of the first Notice of Redemption at Option of Holder the applicable Redemption Price to all Registered Holders that deliver a Notice of Redemption at Option of Holder prior to the fifth (5th) Business Day after the Company's receipt of the first Notice of Redemption at Option of Holder. If the Company is unable to redeem all of the Series A Preferred submitted for redemption, the Company shall (i) redeem a pro rata amount from each Registered Holder based on the number of shares of Series A Preferred submitted for redemption by such Registered Holder relative to the total number of shares of Series A Preferred submitted for redemption by all Registered Holders and (ii) continue to redeem shares of Series A Preferred until paid in full. The

9. Fractional Shares. No fractional shares shall be issued upon the conversion of any share or shares of the Series A Preferred, and the number of shares of Common Stock, as applicable to be issued shall be rounded up to the nearest whole share.

10. Status of. Converted Stock. Upon the conversion, redemption or extinguishment of the Series A Preferred, the shares converted, redeemed or extinguished will be automatically returned to the status of authorized and unissued shares of preferred stock, available for future designation and issuance pursuant to the terms of the Articles of Incorporation. Following conversion of all outstanding shares of Series A Preferred on the Mandatory Conversion, this Certificate of Designations shall be automatically cancelled and void and be of no further force and effect.

11. Reservation of Common Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of Series A Preferred, such number of shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred.

12. Notices. Except as otherwise stated, any notice required by the provisions of this Certificate to be given to the holders of shares of the Series A Preferred shall be deemed given upon the earlier of actual receipt thereof or deposit thereof in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, addressed to each holder of record at the address of that holder appearing on the books of the Company.

13. Restrictions and Limitations. In addition to any vote required by law, the Company shall not, without the approval, by vote or written consent, of the Majority Holders voting together as a single class:

(a) Amend this Certificate or otherwise alter or change the rights, preferences or privileges of the Series A Preferred so as to materially and adversely affect the same;

(b) Increase or decrease (other than by redemption or conversion) the authorized number of shares of Series A Preferred.

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Exhibit 10.11

BIOPHARMX CORPORATION

SUBSCRIPTION AGREEMENT

As of March ___, 2014

Mr. James Pekarsky
Chief Executive Officer
BioPharmX Corporation
1098 Hamilton Court
Menlo Park, California 94025

1. Subscription.

(a) The undersigned subscriber (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase the number of shares (the "Shares") of the Company's Series A preferred stock, par value $.001 per share ("Series A Preferred Stock"), with the powers, preferences, rights, qualifications, limitations and restrictions as set forth in the certificate of designations in the form of Exhibit A hereto (the "Certificate of Designations"), set forth on the signature page hereto from BioPharmX Corporation, a Nevada corporation (the "Company") for the purchase price of $1.85 per share in connection with the Company's offering of up to $6,000,000 in Series A Preferred Stock together with the right to receive warrants for no additional consideration (the "Offering"), in the form of Exhibit B hereto, granting subscriber the right to purchase a number of shares of common stock, par value $.001 per share, of the Company (the "Common Stock") equal to fifty percent (50%) of the number of shares of Common Stock into which the Shares are convertible (such warrants, the "Warrants;" together with the Series A Preferred Stock, the "Securities"). The Warrants will have an initial exercise price equal to $3.70 per share and shall be exercisable for a three (3) year period. In addition, the Shares and shares issuable upon exercise of the Warrants (the "Warrant Shares") shall have the registration rights as provided in Section 4 hereof. In addition, Subscriber agrees to enter into the Investor Rights Agreement (the "Investor Rights Agreement"), in the form of Exhibit C hereto, granting the Subscriber additional rights from the Company and certain of its shareholders.

This Subscription Agreement and the Investor Rights Agreement (the "Subscription Agreement") together with the Exhibits and Schedules thereto constitutes the "Offering Documents."

This subscription is based solely upon the information provided in the Offering Documents and upon the Subscriber's own investigation as to the merits and risks of this investment. The Subscriber shall deliver herewith duly executed copies of the signature pages to the following documents: (i) the Subscription Agreement, and (ii) the Accredited Investor Questionnaire & Form W-9.

The Offering may be consummated at more than one closing to occur on a date as may be determined by the Company. Each such closing is referred to as a "Closing" and the date of each such Closing is referred to as the "Closing Date." A final Closing shall be held by the Company on or before March 31, 2014"), which can be extended up to April 30, 2014 by the Company's board of directors (the "Final Closing Date"). At each Closing with respect to the Shares subscribed for hereby and accepted by the Company, the Escrow Agent shall release and turn over the subscription payments for the Shares to the Company and the Company shall promptly thereafter deliver to the Subscriber, the stock certificate for the Shares. If the Company does not accept this subscription, in whole or in part, the Escrow Agent will promptly refund to the Subscriber, without deduction therefrom, any subscription payment received from the Subscriber for the Shares, the subscription for which was not accepted by the Company.

(b) Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase the number of Shares from the Company set forth on the signature page hereof, and when this Agreement is accepted and executed by the Company, the Company agrees to issue such Shares to the Subscriber. The subscription price is payable by wire transfer to "Ofsink PLLC" pursuant to the following wire instructions.

WIRING INSTRUCTIONS

Bank's Name and Address:	JP Morgan Chase N.A. 919 Third Avenue New York, NY 10022
Account #:	3065087958
ABA Routing #:	021000021
SWIFT:	CHASUS33 (for overseas transfers)
Account Title:	BioPharmX Escrow Account

2. Subscriber Representations, Warranties and Agreements. The Subscriber hereby acknowledges, represents and warrants as follows (with the understanding that the Company will rely on such representations and warranties in determining, among other matters, the suitability of this investment for the Subscriber in order to comply with federal and state securities laws):

(a) In connection with this subscription, the Subscriber has read this Subscription Agreement and the other Offering Documents. The Subscriber acknowledges that this Subscription Agreement is not intended to set forth all of the information which might be deemed pertinent by an investor who is considering an investment in the Securities. It being the responsibility of Subscriber (i) to determine what additional information he desires to obtain in evaluating this investment and (ii) to obtain such information from the Company.

(b) **THIS OFFERING IS LIMITED TO PERSONS WHO ARE "ACCREDITED INVESTORS," AS THAT TERM IS DEFINED IN REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND WHO HAVE THE FINANCIAL MEANS AND THE BUSINESS, FINANCIAL AND INVESTMENT EXPERIENCE AND ACUMEN TO CONDUCT AN INVESTIGATION AS TO, AND TO EVALUATE, THE MERITS AND RISKS OF THIS INVESTMENT. THE SUBSCRIBER HEREBY REPRESENTS THAT HE HAS READ, IS FAMILIAR WITH AND UNDERSTANDS RULE 501 OF REGULATION D UNDER THE ACT. THE SUBSCRIBER IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A) OF REGULATION D.**

(c) The Subscriber has had full access to all the information which the Subscriber (or the Subscriber's advisor) considers necessary or appropriate to make an informed decision with respect to the Subscriber's investment in the Securities. The Subscriber acknowledges that the Company has made available to the Subscriber and the Subscriber's advisors the opportunity to examine and copy any contract, matter or information which the Subscriber considers relevant or appropriate in connection with this investment and to ask questions and receive answers relating to any such matters including, without limitation, the financial condition, management, employees, business, obligations, corporate books and records, budgets, business plans of and other matters relevant to the Company. To the extent the Subscriber has not sought information regarding any particular matter, the Subscriber represents that he or she had and has no interest in doing so and that such matters are not material to the Subscriber in connection with this investment. The Subscriber has accepted the responsibility for conducting the Subscriber's own investigation and obtaining for itself such information as to the foregoing and all other subjects as the Subscriber deems relevant or appropriate in connection with this investment. The Subscriber is not relying on any representation other than that contained herein. The Subscriber acknowledges that no representation regarding projected financial performance or a projected rate of return has been made to it by any party.

(d) The Subscriber understands that the offering of the Securities has not been registered under the Securities Act, in reliance on an exemption for private offerings provided pursuant to Section 4(2) of the Securities Act and that, as a result, the Shares, as well as the securities issuable upon conversion of the Shares as set forth in the Certificate of Designations and the securities issuable in connection with such securities (collectively, the "Conversion Securities"), will be "restricted securities" as that term is defined in Rule 144 under the Act and, accordingly, under Rule 144 as currently in effect, that the Shares or the Conversion Securities must be held until the latest of (i) at least one (1) year after the investment has been made (or indefinitely if the Subscriber is deemed an "affiliate" within the meaning of such rule), or (ii) January 23, 2015, one year from the closing of the reverse acquisition transaction, unless the Shares or Conversion Securities are subsequently registered under the Securities Act and qualified under any other applicable securities law or exemptions from such registration and qualification are available. The Subscriber understands that except as set forth in Section 4 hereof the Company is under no obligation to register the Securities under the Securities Act or to register or qualify the Securities under any other applicable securities law, or to comply with any other exemption under the Securities Act or any other securities law, and that the Subscriber has no right to require such registration. The Subscriber further understands that the Offering of the Securities has not been qualified or registered under any foreign or state securities laws in reliance upon the representations made and information furnished by the Subscriber herein and any other documents delivered by the Subscriber in connection with this subscription; that the Offering has not been reviewed by the Commission or by any foreign or state securities authorities; that the Subscriber's rights to transfer the Securities will be restricted, which includes restrictions against transfers unless the transfer is not in violation of the Securities Act and applicable state securities laws (including investor suitability standards); and that the Company may in its sole discretion require the Subscriber to provide at Subscriber's own expense an opinion of its counsel to the effect that any proposed transfer is not in violation of the Act or any state securities laws.

(e) The Subscriber is empowered and duly authorized to enter into this Subscription Agreement which constitutes a valid and binding agreement of the Subscriber enforceable against the Subscriber in accordance with its terms; and the person signing this Subscription Agreement on behalf of the Subscriber is empowered and duly authorized to do so.

(f) The Subscriber has liquid assets sufficient to assure that the purchase price of the Securities will cause no undue financial difficulties and that, after purchasing the Securities the Subscriber will be able to provide for any foreseeable current needs and possible personal contingencies; the Subscriber is able to bear the risk of illiquidity and the risk of a complete loss of this investment.

(g) The information in any documents delivered by the Subscriber in connection with this subscription, including, but not limited to the Investor Questionnaire, is true, correct and complete in all respects as of the date hereof. The Subscriber agrees promptly to notify the Company in writing of any change in such information after the date hereof.

(h) The offering and sale of the Securities to the Subscriber were not made through any advertisement in printed media of general and regular paid circulation, radio or television or any other form of advertisement, or as part of a general solicitation.

(i) The Subscriber recognizes that an investment in the Securities involves significant risks. The Subscriber has read and understands such risks and that such risks, and others, can result in the loss of the Subscriber's entire investment in the Securities.

(j) The Subscriber is acquiring the Securities, as principal, for the Subscriber's own account for investment purposes only, and not with a present intention toward or for the resale, distribution or fractionalization thereof, and no other person has a beneficial interest in the Securities. The Subscriber has no present intention of selling or otherwise distributing or disposing of the Securities, and understands that an investment in the Securities must be considered a long-term illiquid investment.

3. **Representations, Warranties and Covenants of the Company**. As a material inducement of the Subscribers to enter into this Subscription Agreement and subscribe for the Securities, the Company represents and warrants to the Subscriber, as of the date hereof, as follows:

(a) Organization and Standing. The Company is a duly organized corporation, validly existing and in good standing under the laws of the State of Nevada, has full power to carry on its business as and where such business is now being conducted and to own, lease and operate the properties and assets now owned or operated by it and is duly qualified to do business and is in good standing in each jurisdiction where the conduct of its business or the ownership of its properties requires such qualification except where the failure to be so qualified would not have a Material Adverse Effect on the Company. "Material Adverse Effect" means any circumstance, change in, or effect on the Company that, individually or in the aggregate with any other similar circumstances, changes in, or effects on, the Company taken as a whole: (i) is, or is reasonably expected to be, materially adverse to the business, operations, assets, liabilities, employee relationships, customer or supplier relationships, prospects, results of operations or the condition (financial or otherwise) of the Company taken as a whole, or (ii) is reasonably expected to adversely affect the ability of the Company to operate or conduct the Company's business in the manner in which it is currently operated or conducted or proposed to be operated or conducted by the Company; provided, however, that none of the following shall be deemed in and of themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (i) any change, event, state of facts or development generally affecting the general political, economic or business conditions of the United States; (ii) any change, event, state of facts or development generally affecting the medical device industry; (iii) any change, event, state of facts or development arising from or relating to compliance with the terms of this Subscription Agreement; (iv) acts of war (whether or not declared), the commencement, continuation or escalation of a war, acts of armed hostility, sabotage or terrorism or other international or national calamity or any material worsening of such conditions; (v) changes in laws or Generally Accepted Accounting Principles after date hereof or interpretation thereof; or (vi) any matter set forth in the Offering Documents or the Schedules or Exhibits thereto.

(b) Subsidiaries. Except for BiopharmX Inc., a Delaware corporation, as of the date herein, the Company does not own or control any subsidiaries. For purposes of this Agreement, "Subsidiary" means, with respect to any entity at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which more than 50% of (i) the outstanding capital stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity.

(c) Authority. The execution, delivery and performance of this Subscription Agreement and the other Offering Documents by the Company and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of the Company. Each of the documents contained in the Offering Documents has been (or upon delivery will be) duly executed by the Company is or, when delivered in accordance with the terms hereof, will constitute, assuming due authorization, execution and delivery by each of the parties thereto, the valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

(d) No Conflict. The execution, delivery and performance of this Subscription Agreement and the consummation of the transactions contemplated hereby do not (i) violate or conflict with the Company's Certificate of Incorporation, By-laws or other organizational documents, (ii) conflict with or result (with the lapse of time or giving of notice or both) in a material breach or default under any material agreement or instrument to which the Company is a party or by which the Company is otherwise bound, or (iii) violate any order, judgment, law, statute, rule or regulation applicable to the Company, except where such violation, conflict or breach would not have a Material Adverse Effect on the Company. This Subscription Agreement when executed by the Company will be a legal, valid and binding obligation of the Company enforceable in accordance with its terms (except as may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws and equitable principles relating to or limiting creditors' rights generally).

(e) Authorization. Issuance of the Securities to Subscriber has been duly authorized by all necessary corporate actions of the Company.

(f) Litigation and Other Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Company, threatened against the Company at law or in equity before or by any court or Federal, state, municipal or their governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which could materially adversely affect the Company. The Company is not subject to any continuing order, writ, injunction or decree of any court or agency against it which would have a material adverse effect on the Company.

(g) Use of Proceeds. The proceeds of this Offering and sale of the Securities, net of payment of placement expenses, will be used by the Company for working capital and general corporate purposes.

(h) Consents/Approvals. No consents, filings (other than Federal and state securities filings relating to the issuance of the Securities pursuant to applicable exemptions from registration, which the Company hereby undertakes to make in a timely fashion), authorizations or other actions of any governmental authority are required to be obtained or made by the Company for the Company's execution, delivery and performance of this Subscription Agreement which have not already been obtained or made or will be made in a timely manner following the initial Closing.

(i) Placement Agents. The Company may engage finders, brokers or placement agents in connection with the transactions contemplated hereby and pay to such brokers fees not to exceed ten (10) percent of the gross proceeds of the Offering and shares of Common Stock representing ten (10) percent of shares of Common Stock sold in the Offering.

(j) Capitalization. A capitalization table illustrating the authorized and outstanding capital stock of the Company as of the date hereof is attached as Schedule 3(j). All of such outstanding shares have been, or upon issuance will be, validly issued, fully paid and non-assessable. As of the date hereof, except as disclosed in Schedule 3(j), and except for Securities issued in the Offering (i) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company, (ii) there are no outstanding debt securities, (iii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its subsidiaries, (iv) except for its obligations under Section 4 of this Agreement, there are no agreements or arrangements under which the Company or any of its subsidiaries is obligated to register the sale of any of their securities under the Act, (v) there are no outstanding securities of the Company or any of its subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its subsidiaries is or may become bound to redeem a security of the Company or any of its subsidiaries, and (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance or exercise of the Securities as described in this Subscription Agreement. The Company has furnished to the Subscriber true and correct copies of the Company's Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of Incorporation"), and the Company's By-laws, as in effect on the date hereof (the "By-laws"), and the terms of all securities convertible or exchangeable into or exercisable for Common Stock and the material rights of the holders thereof in respect thereto. Schedule 3(j) also lists all outstanding debt of the Company with sufficient detail acceptable to Subscriber.

(k) Intellectual Property Rights. The Company owns or possesses adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and rights necessary to conduct its businesses as now conducted. The Company does not have any knowledge of any infringement by the Company of trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others, or of any such development of similar or identical trade secrets or technical information by others and there is no claim, action or proceeding being made or brought against, or to the Company's knowledge, being threatened against, the Company regarding trademarks, trade name rights, patents, patent rights, inventions, copyrights, licenses, service names, service marks, service mark registrations, trade secrets or other infringement.

(l) Disclosure. No representation or warranty by the Company in this Subscription Agreement, the other Offering Documents, nor in any certificate, Schedule or Exhibit delivered or to be delivered pursuant to this Subscription Agreement or the other Offering Documents: contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading. To the knowledge of the Company at the time of the execution of this Subscription Agreement and at each Closing, there is no information concerning the Company which has not heretofore been disclosed to the Subscribers that would have a Material Adverse Effect.

(m) Title. The Company has good and marketable title to all personal property owned by it which is material to the business of the Company, in each case free and clear of all liens, encumbrances and defects.

(n) Tax Status. The Company has made or filed all United States federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject and all such returns, reports and declarations are true, correct and accurate in all material respects. The Company has paid all taxes and other governmental assessments and charges, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith, for which adequate reserves have been established, in accordance with generally accepted accounting principles ("GAAP"), and except where the failure to do so would not constitute a Material Adverse Effect on the Company.

(o) Compliance with Laws. The business of the Company has been and is presently being conducted so as to comply with all applicable material federal, state and local governmental laws, rules, regulations and ordinances.

(p) Restrictions on Business Activities. There is no judgment, order, decree, writ or injunction binding upon the Company or any subsidiary or, to the knowledge of the Company or any subsidiary, threatened that has or could prohibit or impair the conduct of their respective businesses as currently conducted or any business practice of the Company or any subsidiary, including the acquisition of property, the provision of services, the hiring of employees or the solicitation of clients, in each case either individually or in the aggregate.

(r) Issuances. The Company's common stock issuable upon conversion of the Shares and exercise of Warrants will be validly issued, fully paid and nonassessable.

(s) USA PATRIOT Act and Money Laundering Laws. The operations of the Company are and have been conducted at all times in compliance with the money laundering requirements of all applicable governmental authorities and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "Money Laundering Laws") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into Law October 26, 2001) (the "USA PATRIOT Act") and no action, suit or proceeding by or before any court or governmental authority or any arbitrator involving any of the Company or any of its Subsidiaries with respect to the Money Laundering Laws or USA PATRIOT Act is pending or, to the best knowledge of the Company, threatened.

(t) For twelve months after the Closing, the Subscribers that have subscribed for at least $500,000 of the Shares shall have the right to purchase on a pro-rata basis up to an aggregate of 50% of the securities offered by the Company in any subsequent offering (the "Follow-On Financing") upon the same terms as offered to all other offerees. The Subscribers shall be given not less than ten days prior written notice (the "Notice of Sale") of any proposed Follow-On Financing and shall have the right during the ten days following receipt of the Notice of Sale to purchase the securities offered in the Follow-On Financing.

(u) Within 12 months after the first Closing, the Company shall increase the number of the directors of the Company to 5, including the current directors, and the Board of Directors shall appoint at least one director qualifying as an audit committee financial expert, as defined in Item 407(d)(5)(i) of Regulation S-K, and two directors qualifying as independent directors pursuant to the definition of "independent director" under the Rules of NASDAQ, Marketplace Rule 5605(a)(2).

(v) For sixty (60) days after the date hereof, upon any issuance by the Company or any of its subsidiaries of any security with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Subscriber, then the Company shall notify the Subscriber of such additional or more favorable term and such term, at Subscriber's option, shall become a part of the transaction documents with the Subscriber. The types of terms contained in another security that may be more favorable to the holder of such security shall not include any rights to representation on the Company's board of directors.

Section 4. Registration Rights.

(a) Registration Rights.

(i) If at any time following the approval of the Common Stock for listing on the NASDAQ or NYSE, (a) there is no effective Registration Statement with respect to shares of Common Stock underlying the Series A Preferred Stock and the Warrant Shares (the "Registrable Shares") and (b) not all of the outstanding Registrable Shares may be sold without registration pursuant to Rule 144 under the Securities Act, then Subscribers that at the time of the written demand (directly or with their affiliates) hold the Registrable Shares representing more than 50% of the Registrable Shares then outstanding (individually, a "Demanding Holder" and collectively, the "Demanding Holders"), may make a written demand for registration (a "Demand Registration" and the registration statement to be filed pursuant to such Demand Registration, the "Demand Registration Statement") under the Securities Act of the sale of all or part of its Registrable Shares. Any request for a Demand Registration shall specify the number of shares (or other amount) of Registrable Shares proposed to be sold and the intended method(s) of distribution thereof (such written demand, the "Demand Notice"). The Company will notify the Subscribers other than the Demanding Holder of the Demand Registration (each such Holder including Shares of its Registrable Shares in such registration, a "Participating Holder") as soon as practicable, and each such other Holder who wishes to include all or a portion of its Registrable Shares of the type that are the subject of the Demand Registration Statement proposed to be filed in such Demand Registration Statement shall so notify the Company within fifteen (15) days after receipt of such notice (the "Demanding Subscribers' Deadline"). The Company shall use its best efforts to file such Demand Registration Statement within forty five (45) days (the "Required Filing Date") after receiving the Demand Notice, and use its best efforts to have the Demand Registration Statement declared effective by the U.S. Securities and Exchange Commission, not later than ninety (90) days after the Required Filing Date. The Company shall not be obligated to effect more than two (2) Demand Registrations under this Section 4(a) in respect of Registrable Shares.

(ii) The Company will pay all expenses associated with the registration, including, without limitation, filing and printing fees, accounting fees and expenses, costs, if any, associated with clearing the Registrable Securities for sale under applicable state securities laws.

(b) Subscriber Information. Each Subscriber shall (A) furnish to the Company such information regarding itself, the Registrable Securities, other securities of the Company held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably requested by the Company to effect and maintain the effectiveness of the Registration Statement, (B) execute such documents in connection with the Registration Statement as the Company may reasonably request and (C) immediately discontinue disposition of Registrable Securities pursuant to any registration statement upon notice from the Company of (x) the issuance of any stop order or other suspension of effectiveness of the Registration Statement by the Commission, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction by the applicable regulatory authorities or (y) the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the prospectus included in the Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (z) the failure of the prospectus included in the Registration Statement, as then in effect, to comply with the requirements of the Securities Act until the Subscriber's receipt of a supplemented or amended prospectus or receipt of notice that no supplement or amendment is required.

(c) Indemnification.

(i) In the event any Registrable Securities are included in the Registration Statement under this Section 4, to the extent permitted by law, the Company will indemnify and hold harmless each of the Subscribers (including their officers, directors, members and partners), any underwriter (as defined in the Securities Act) for the Subscribers and each person, if any, who controls such Subscriber or underwriter within the meaning of the Securities Act or the Exchange Act (each a "Subscriber Indemnified Person"), against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law ("Claims"), insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "Violation"): (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law; and the Company will pay to the Subscriber Indemnified Person, as incurred, any legal or other expenses reasonably incurred by them in connection with investigating or defending any Claim; provided, however, that the indemnity agreement contained in this Section 4 shall not apply to amounts paid in settlement of any such Claim if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld or delayed), nor shall the Company be liable to any Subscriber Indemnified Person for any such Claim to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by the Subscriber Indemnified Person. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Subscriber Indemnified Person and shall survive the transfer of the Registrable Securities by the Subscribers.

(ii) In the event any Registrable Securities are included in the Registration Statement under this Section 4 to the extent permitted by law, each Subscriber shall, severally and not jointly, indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 4, the Company, each of its directors, each of its officers who signs the registration statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (each, a "Company Indemnified Person"), against any Claim, insofar as such Claims arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in strict conformity with written information furnished to the Company by such Subscriber expressly for use in the Registration Statement; and, subject to Section 4, such Subscriber will reimburse any legal or other expenses reasonably incurred by any Company Indemnified Person in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 4 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the indemnifying Subscriber, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Company Indemnified Person and shall survive the transfer of the Registrable Securities by the Subscribers.

(iii) Promptly after receipt by a Subscriber Indemnified Person or Company Indemnified Person (each, an "Indemnified Person") under this Section 4 of notice of a Claim, such Indemnified Person shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 4, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall, by giving written notice to the Indemnified Party within fifteen days after the Indemnified Party has given notice of the Claim, have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person; provided, however, that an Indemnified Person shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for such Indemnified Person to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Subscriber Indemnified Person or Company Indemnified Person and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person and any other party represented by such counsel in such proceeding. In the case of any Company Indemnified Person, legal counsel referred to in the proviso of the immediately preceding sentence shall be selected by the holders holding at least a majority in interest of the Registrable Securities included in the registration statement to which the Claim relates. The Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Person that relates to such action or Claim. The indemnifying party shall keep the Indemnified Person reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a full and general release from all liability in respect to such Claim or litigation, and such settlement (a) shall provide for the payment by the Indemnifying Party of money as sole relief for the claimant, (b) shall not include any finding or admission as to fault on the part of the Indemnified Person and (c) shall have no effect on any other claims that may be made against the Indemnified Party.

Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person under this Section 4, except to the extent that the indemnifying party is materially prejudiced in its ability to defend such action.

5. Legends. The Subscriber understands and agrees that the Company will cause any necessary legends to be placed upon any instruments(s) evidencing ownership of the Securities, together with any other legend that may be required by federal or state securities laws or deemed necessary or desirable by the Company.

6. General Provisions.

(a) Confidentiality. The Subscriber covenants and agrees that it will keep confidential and will not disclose or divulge any confidential or proprietary information that such Subscriber may obtain from the Company pursuant to financial statements, reports, and other materials submitted by the Company to such Subscriber in connection with this offering or as a result of discussions with or inquiry made to the Company, unless such information is known, or until such information becomes known, to the public through no action by the Subscriber; provided, however, that a Subscriber may disclose such information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary in connection with his or her investment in the Company so long as any such professional to whom such information is disclosed is made aware of the Subscriber's obligations hereunder and such professional agrees to be likewise bound as though such professional were a party hereto, (ii) if such information becomes generally available to the public through no fault of the Subscriber, or (iii) if such disclosure is required by applicable law or judicial order.

(b) Successors. The covenants, representations and warranties contained in this Subscription Agreement shall be binding on the Subscriber's and the Company's heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the Company. The rights and obligations of this Subscription Agreement may not be assigned by any party without the prior written consent of the other party.

(c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument.

(d) Execution by Facsimile. Execution and delivery of this Agreement by facsimile transmission (including the delivery of documents in Adobe PDF format) shall constitute execution and delivery of this Agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

(e) Governing Law and Jurisdiction. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be wholly performed within such state and without regard to conflicts of laws provisions. Any legal action or proceeding arising out of or relating to this Subscription Agreement and/or the other Offering Documents may be instituted in the courts of the State of New York sitting in New York County or in the United States of America for the Southern District of New York, and the parties hereto irrevocably submit to the jurisdiction of each such court in any action or proceeding. Subscriber hereby irrevocably waives and agrees not to assert, by way of motion, as a defense, or otherwise, in every suit, action or other proceeding arising out of or based on this Subscription Agreement and/or the other Offering Documents and brought in any such court, any claim that Subscriber is not subject personally to the jurisdiction of the above named courts, that Subscriber's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.

(f) (i) Indemnification Generally. The Company, on the one hand, and the Subscriber, on the other hand (for the purpose of this Section 6(f) only, each an "Indemnifying Party"), shall indemnify the other from and against any and all losses, damages, liabilities, claims, charges, actions, proceedings, demands, judgments, settlement costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses) resulting from any breach of a representation and warranty, covenant or agreement by the Indemnifying Party and all claims, charges, actions or proceedings incident to or arising out of the foregoing. Notwithstanding any provision herein to the contrary, the indemnification obligation of any Subscriber shall be limited to the investment amount in the Shares purchased by said Subscriber, except to the extent that such indemnification obligation relates to a breach of Section 2(b).

(ii) Indemnification Procedures. Each person entitled to indemnification under this Section 6 (for the purpose of this Section 6(f) only, an "Indemnified Party") shall give notice as promptly as reasonably practicable to each party required to provide indemnification under this Section 6 of any action commenced against or by it in respect of which indemnity may be sought hereunder, but failure to so notify an Indemnifying Party shall not release such Indemnifying Party from any liability that it may have, otherwise than on account of this indemnity agreement so long as such failure shall not have materially prejudiced the position of the Indemnifying Party. Upon such notification, the Indemnifying Party shall assume the defense of such action if it is a claim brought by a third party, and, if and after such assumption, the Indemnifying Party shall not be entitled to reimbursement of any expenses incurred by it in connection with such action except as described below. In any such action, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the contrary or (ii) the named parties in any such action (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing or conflicting interests between them. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (which shall not be unreasonably withheld or delayed by such Indemnifying Party), but if settled with such consent or if there be final judgment for the plaintiff, the Indemnifying Party shall indemnify the Indemnified Party from and against any loss, damage or liability by reason of such settlement or judgment.

g. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage pre-paid), guaranteed overnight delivery, or facsimile transmission if such transmission is confirmed by delivery by certified or registered mail (first class postage pre-paid) or guaranteed overnight delivery, to the following addresses and facsimile numbers (or to such other addresses or facsimile numbers which such party shall subsequently designate in writing to the other party):

(i) if to the Issuer:

BioPharmX Corporation
1098 Hamilton Court
Menlo Park, California 94025
Attn: Mr. James Pekarsky
Facsimile: (650) 900-4130

(ii) if to the Subscriber to the address set forth next to its name on the signature page hereto.

h. Entire Agreement. This Subscription Agreement (including the Exhibits attached hereto) and other Offering Documents delivered at a Closing pursuant hereto, contain the entire understanding of the parties in respect of its subject matter and supersede all prior agreements and understandings between or among the parties with respect to such subject matter. The Exhibits constitute a part hereof as though set forth in full above.

i. Amendment; Waiver. This Subscription Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the Company and the holders of not less than a majority of the Shares at the time such consent is sought. No failure to exercise, and no delay in exercising, any right, power or privilege under this Subscription Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any proceeding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Subscription Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

j. No Impairment. At all times after the date hereof, the Company will not take or permit any action, or cause or permit any subsidiary to take or permit any action that materially impairs or adversely affects the rights of the Subscribers under the this Agreement or any of the other Offering Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Company has executed this Subscription Agreement as of the date first written above.

BIOPHARMX CORPORATION

By: _____

Name: James Pekarsky
Title: Chief Executive Officer

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

INFORMATION IN RESPONSE TO THIS SECTION WILL BE KEPT STRICTLY CONFIDENTIAL

DOLLAR AMOUNT INVESTED $_____
NUMBER OF SHARES:_____
NUMBER OF WARRANTS:_____

NAME IN WHICH SHARES AND WARRANT SHOULD BE ISSUED: _____

AMOUNT INVESTED TO BE SENT VIA: **o Check (enclosed)** **o Wire**

Address Information
For individual subscribers this address should be the Subscriber's primary legal residence. For entities other than individual subscribers, please provide address information for the entities primary place of business. Information regarding a joint subscriber should be included in the column at right.

_____	_____
Legal Address	Legal Address
_____	_____
City, State, and Zip Code	City, State, and Zip Code

Alternate Address Information
Subscribers who wish to receive correspondence at an address other than the address listed above should complete the Alternate Address section on the following page.

_____	_____
Tax ID # or Social Security #	Tax ID # or Social Security #

AGREED AND SUBSCRIBED	**AGREED AND SUBSCRIBED** ***SIGNATURE OF JOINT SUBSCRIBER (if any)***
This __ day of _____, 2014	**This __ day of _____, 2014**
By:_____ **Name:** **Title (if any):**	**By:_____** **Name:** **Title (if any):**
_____ **Subscriber Name (Typed or Printed)**	_____ **Additional Subscriber Name (Typed or Printed)**

ACCEPTED:
BIOPHARMX CORPORATION

By:_____
Name: James Pekarsky
Title: Chief Executive Officer

Date of Acceptance: _____

Alternate Address Information (if applicable)

_____	_____
Alternate Address for Correspondence	Alternate Address for Correspondence
_____	_____
City, State and Zip Code	City, State and Zip Code
_____	_____
Telephone	Telephone
_____	_____
Facsimile	Facsimile
_____	_____
Tax ID # or Social Security #	Tax ID # or Social Security #

CERTIFICATE OF SIGNATORY

(To be completed if the Shares are
being subscribed for by an entity)

I, _____ , am the_____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the Subscription Agreement and to purchase and hold the Shares, and certify further that the Subscription Agreement has been duly and validly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2014.

_____
(Signature)

Capitalization

Authorized capital: 90,000,000 shares of common stock, par value $.001 per share, and 10,000,000 shares of preferred stock, par value $.001 per share.

Securities Type	Number of Shares Outstanding	Underlying Common Stock	Principal Amount
Common Stock	9,025,000	9,025,000	-
Options	-	2,606,000	-
Warrant Rights[1]	-	337,838	-
Convertible Notes of BioPharmX Inc.	-	1,182,432	**$1,750,000.00**
Secured Convertible Notes of BioPharmX Inc.	-	337,838	**$500,000.00**
TOTAL	-	**13,489,108**	**$2,250,000.00**

_____

(1) The holder of the 6% secured convertible promissory notes in the aggregate principal amount of $500,000 issued by BioPharmX Inc., a wholly-owned subsidiary of the Company, has the right to receive warrants to purchase a number of shares of the Company's common stock equal to 100% of the number of shares issuable upon conversion of the notes. The conversion price of the notes is equal to 80% of the per share price of this offering or $1.48.

EXHIBIT A

DESIGNATIONS, PREFERENCES AND RIGHTS
OF SERIES A PREFERRED STOCK
OF
BIOPHARMX CORPORATION

BioPharmX Corporation (the "Company"), a corporation organized and existing under and by virtue of the Revised Statutes of the State of Nevada (the "NRS"), in accordance with Section 78.1955 of the NRS, DOES HEREBY CERTIFY that:

The Articles of Incorporation of the Company provide that the Company is authorized to issue 10,000,000 shares of preferred stock with a par value of $.001 per share. Pursuant to the authority conferred upon the Board of Directors by the Articles of Incorporation and the NRS, the Board of Directors has adopted resolutions providing for the designation, rights, powers and preferences and the qualifications, limitations and restrictions of 3,300,000 shares of Series A Preferred Stock, and that a copy of such resolutions is as follows:

RESOLVED, that pursuant to the authority vested in the Board of Directors of the Company, the provisions of its Articles of Incorporation, as amended, and in accordance with the Revised Statutes of the State of Nevada, the Board of Directors hereby establishes a series of the authorized preferred stock of the Company with par value of $.001 per share, which series shall be designated as "Series A Preferred Stock" and which will consist of 3,300,000 shares and will have powers, preferences, rights, qualifications, limitations and restrictions thereof, as follows:

1. Definitions. For the purposes hereof, the following definitions shall apply:

1.1 "Available Funds and Assets" has the meaning set forth in Section 3 hereof.

1.2 "Board" means the Board of Directors of the Company.

1.3 "Certificate" means this Certificate of Designations, Preferences and Rights of Series A Preferred Stock.

1.4 "Common Stock" means the Company's common stock, par value $0.001 per share, and stock of any other class into which such shares may hereafter have been reclassified or changed.

1.5 "Company" means BioPharmX Corporation, a Nevada corporation.

1.6 "Conversion Rate" has the meaning set forth in Section 5 hereof.

1.7 "Original Issue Date" means the date on which the first share of Series A Preferred is issued by the Company.

1.8 "Original Purchase Price" shall mean $1.85 per share.

1.9 "Registered Holder" shall mean each holder of Series A Preferred as reflected on the books of the Company.

1.10 "Securities Act" means the Securities Act of 1933, as amended.

1.11 "Series A Preferred" means the Series A Preferred Stock of the Company.

1.12 "Subscription Agreement" means the subscription agreement between the Company and each holder of shares of Series A Preferred.

1.13 "Trading Day" means a day on which the Common Stock is traded on a Trading Market.

1.14 "Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the New York Stock Exchange, the NYSE MKT, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market, the OTC Bulletin Board, or the NYSE Euronext.

1.15 "VWAP" shall mean the volume weighted average price of the Common Stock during any trading day as reported by or based on information provided by Bloomberg LP or other reputable reporting service reasonably acceptable to the Company.

1.16 "Warrant" shall mean a warrant to purchase 50% of the number of shares of Common Stock issuable upon the conversion of the Series A Preferred, substantially in the form of the common stock purchase warrant annexed to the Subscription Agreement as Exhibit B.

2. Interest. Each Registered Holder of outstanding shares of the Series A Preferred shall be entitled to interest payments at the rate of 6% of the Original Purchase Price per annum, compounded daily, calculated on the basis of a 360 day year and payable within five calendar days of January 1 each year. At any time that the Common Stock is traded on a Trading Market, interest hereunder may be payable, at the option of the Company, in shares of Common Stock ("Interest Shares") or in cash. Interest paid in Interest Shares shall be paid in a number of fully paid and non-assessable shares (rounded up to the nearest whole share) of Common Stock equal to the quotient of (i) the amount of interest payable divided by the average of VWAP for each day during the period commencing twenty (20) Trading Days prior to but not including the date when the dividend has been declared by the Board.

3. Dividends and Distributions. Each Registered Holder of the Series A Preferred shall not be entitled to dividends unless the Company pays cash dividends or dividends in other property to holders of outstanding shares of Common Stock, in which event, each outstanding share of the Series A Preferred will be entitled to receive dividends of cash or property, out of any assets legally available therefor, in an amount or value equal to the amount of dividends per share of Series A Preferred, as would have been payable on the number of shares of Common Stock into which each share of Series A Preferred would be convertible, if such shares of Series A Preferred had been converted to Common Stock as of the record date for the determination of holders of Common Stock entitled to receive such dividends. Any dividend payable to the Series A Preferred will have the same record and payment date and terms as the dividend payable on the Common Stock.

4. Liquidation Rights. In the event of any Liquidation Event (as defined below), the funds and assets of the Company that may be legally distributed to the Company's stockholders (the "Available Funds and Assets") shall be distributed to the Company's stockholders in the following manner:

4.1 Series A Preferred. First, the holders of Series A Preferred shall be entitled to receive, prior and in preference to the holders of Common Stock, for each share of Series A Preferred an amount per share of Series A Preferred equal to the sum of (i) the Original Purchase Price, (ii) any accrued interest due under Section 2 above, and (iii) any declared and unpaid dividends, which shall be paid in cash (the "Series A Liquidation Preference"). If the Available Funds and Assets distributed to the holders of the Series A Preferred are insufficient to permit the payment to such holders of the full Series A Liquidation Preference, then the Available Funds and Assets shall be distributed to the holders of the Series A Preferred pro rata based upon the number of shares of Series A Preferred held by each holder.

4.2 Common Stock. Second, the Available Funds and Assets, if any, remaining after the payment or distribution (or the setting aside for payment or distribution) to the holders of the Series A Preferred of their full preferential amounts, in accordance with Section 3.1, shall be distributed among the holders of Common Stock on a per share basis.

4.3 Liquidation Event.

(a) Unless waived in any specific instance by the holders of at least fifty-one percent (51%) of the shares of Series A Preferred then-outstanding, voting or acting as a single class on an as-converted to Common Stock basis (the "Majority Holders"), a "Liquidation Event" shall mean any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, and shall be deemed to be occasioned by, or to include, (x) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger, conversion or consolidation) unless the Company's stockholders of record as constituted immediately prior to such acquisition or sale will, immediately after such acquisition or sale (by virtue of securities issued as consideration for the Company's acquisition or sale or otherwise) hold at least a majority of the voting power of the surviving or acquiring entity, or its direct or indirect parent entity (except that the sale by the Company of shares of its capital stock to investors in bona fide equity financing transactions, or in connection with a Qualifying Listing (as defined under the Subscription Agreement), shall not be deemed a Liquidation Event for this purpose) or (y) a sale or other disposition or transfer of all or substantially all of the assets of the Company in any transaction or series of related transactions, including a sale or other disposition or transfer of all or substantially all of the assets of the Company's subsidiaries, if such assets constitute substantially all of the assets of the Company and such subsidiaries taken as a whole.

(b) In any of such events, if the consideration received by or with respect to the Company is other than cash or securities, its value will be deemed its fair market value as determined in good faith by a majority of the Board of Directors. Any securities to be delivered to the holders of the Series A Preferred or Common Stock, as the case may be, shall be valued as follows:

(i) If traded on a national securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the ten (10) day period ending three (3) days prior to the closing;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the ten (10) day period ending three (3) days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by a majority of the Board of Directors of the Company.

5. Voting Rights.

5.1 Common Stock. Except as otherwise provided herein or by applicable law, the holders of shares of Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Company. Each holder of shares of Common Stock shall be entitled to one (1) vote for each whole share of Common Stock held as of the applicable date on any matter that is submitted to a vote or for the consent of the stockholders of the Company.

5.2 Series A Preferred. Each holder of shares of Series A Preferred shall be entitled to one (1) vote for each whole share of Common Stock into which such shares of Series A Preferred could be converted pursuant to the provisions of Section 5.1 on the record date for the determination of stockholders entitled to vote on such matters or, if no such record date is established, on the date such vote is taken or any written consent of the stockholders is solicited.

5.3 General. Subject to the other provisions of this Certificate, each holder of Series A Preferred shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company (as in effect at the time in question) and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise provided in this Certificate and applicable law, the holders of Series A Preferred and the holders of Common Stock shall vote together and not as separate classes.

6. Conversion.

6.1 Mandatory Conversion.

(a) Requirements. The outstanding shares of Series A Preferred shall be converted automatically into fully-paid and non-assessable shares of Common Stock at the rate of one share of Common Stock for one share of Series A Preferred (the "Conversion Rate") upon the Company achieving a Qualifying Listing (as defined in the Subscription Agreement) (the "Mandatory Conversion") which occurs on or before the third anniversary of the Original Issue Date.

(b) Procedures. Upon the occurrence of the event specified in Section 6.1(a) above, the outstanding shares of Series A Preferred shall be converted into Common Stock automatically without the need for any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; provided, however, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock unless the certificates evidencing the shares of Series A Preferred are delivered to the Company as provided below, or the holder notifies the Company that the certificates have been lost, stolen or destroyed, and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with the certificates. Upon the occurrence of the Mandatory Conversion, the holders of Series A Preferred shall surrender the certificates representing the shares at the office of the Company. Thereupon, there shall be issued and delivered to the holder promptly at the office and in its name as shown on the surrendered certificates, a certificate for the number of shares of Common Stock into which the shares of Series A Preferred surrendered were convertible on the date on which the Mandatory Conversion occurred.

6.2 Optional Conversion.

(a) Requirements. At the option of the Registered Holder thereof, the outstanding shares of Series A Preferred shall be convertible into shares of Common Stock at the Conversion Rate.

(b) Procedures. Each Registered Holder of shares who elects to convert such shares pursuant to Section 6.2(a) above shall surrender its certificate(s) for such shares, duly endorsed, at the office of the Company, and shall give written notice to the Company at that office that the holder elects to convert the same and shall state therein the number of shares of Series A Preferred being converted (a "Notice of Conversion"). Upon receipt of a Notice of Conversion, the Company shall promptly issue and deliver at that office to the Registered Holder a certificate(s) for the number of shares of Common Stock which the Registered Holder is entitled to receive upon the conversion and the Warrant. The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the certificate(s) representing the shares of Series A Preferred to be converted, and the Registered Holder entitled to receive the shares of Common Stock issuable upon the conversion shall be treated for all purposes as the record holder of the shares of Common Stock on that date.

6.3 Restrictive Legend. Certificates evidencing shares of Common Stock and the Warrant issued upon the Mandatory Conversion shall be issued with a restrictive legend indicating that such securities were issued in a transaction which is exempt from registration under the Securities Act, and that they cannot be transferred unless (i) they have been registered under the Securities Act, (ii) an exemption from registration is available in the opinion of counsel to the Company or (iii) there is submitted to the Company such other evidence as may be satisfactory to the Company to the effect that any such transfer shall be in compliance with the Securities Act and applicable state securities law.

6.4 New Stock Certificate. In the event less than all the shares represented by a certificate are converted, the Company shall promptly issue to the holder thereof a new certificate representing the unconverted shares.

7. Adjustments.

7.1 Adjustments for Subdivisions, Combinations or Consolidations of Common Stock. If at any time or from time to time the outstanding shares of Common Stock shall be (i) subdivided by stock split, stock dividend or otherwise into a greater number of shares, or (ii) combined or consolidated, by reclassification or otherwise, into a lesser number of shares, then the Conversion Rate shall simultaneously be proportionately increased or decreased, as the case may be, such that the holders of the Series A Preferred shall thereafter receive upon conversion thereof, the number of shares of Common Stock, they would have received had their Series A Preferred been converted into such shares immediately prior to the taking of the actions described in subsections (i) and (ii) of this Section 7.1.

7.2 Adjustments for Stock Dividends and Other Distributions. If at any time or from time to time after the Original Issue Date the Company pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Company other than shares of Common Stock, and other than as otherwise adjusted in this Section 7 or as provided in Section 2, then, in each such event, provision shall be made so that the holders of the Series A Preferred shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Company that they would have received had their Series A Preferred been converted into Common Stock on the date for determining the holders of Common Stock entitled to receive the dividend or distribution.

7.3 Adjustment for Merger, Sale, Reclassification, Exchange and Substitution.

(a) In case the Company after the Original Issue Date shall do any of the following (each, a "Triggering Event"): (a) consolidate or merge with or into any other Person and the Company shall not be the continuing or surviving corporation of such consolidation or merger, or (b) permit any other Person to consolidate with or merge into the Company and the Company shall be the continuing or surviving Person but, in connection with such consolidation or merger, any capital stock of the Company shall be changed into or exchanged for securities of any other Person or cash or any other property, or (c) transfer all or substantially all of its properties or assets to any other Person, or (d) effect a capital reorganization or reclassification of its capital stock, then, and in the case of each such Triggering Event, proper provision shall be made to the Conversion Rate and the number of shares of Common Stock into which the Series A Preferred is convertible so that, upon the basis and the terms and in the manner provided in this Certificate, the holder of Series A Preferred shall be entitled upon the conversion hereof at any time after the consummation of such Triggering Event, to the extent the Series A Preferred has not been converted or redeemed prior to such Triggering Event, to receive at the Conversion Rate in effect at the time immediately prior to the consummation of such Triggering Event, in lieu of the Common Stock issuable upon such conversion prior to such Triggering Event, the securities, cash and property to which such holder would have been entitled upon the consummation of such Triggering Event if such holder had converted immediately prior thereto (including the right of a shareholder to elect the type of consideration it will receive upon a Triggering Event), subject to adjustments (subsequent to such corporate action) as nearly equivalent as possible to the adjustments provided for elsewhere in this Section 7. Immediately upon the occurrence of a Triggering Event, the Company shall notify the holder in writing of such Triggering Event and provide the calculations in determining the number of shares of Common Stock issuable upon conversion and the adjusted Conversion Rate.

(b) The surviving entity and/or each Person (other than the Company) which may be required to deliver any securities, cash or property upon the conversion of the Series A Preferred as provided herein shall assume, by written instrument delivered to, and reasonably satisfactory to, the holder of Series A Preferred, (A) the obligations of the Company under the Series A Preferred (and if the Company shall survive the consummation of such Triggering Event, such assumption shall be in addition to, and shall not release the Company from, any continuing obligations of the Company under the Series A Preferred) and (B) the obligation to deliver to such holder such securities, cash or property as, in accordance with the foregoing provisions of this subsection (a).

(c) Except as provided in Section 4, upon any liquidation, dissolution or winding up of the Company, if at any time or from time to time after the Original Issue Date, the Common Stock issuable upon the conversion of the Series A Preferred is changed into the same or a different number of shares of any class of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, each holder of Series A Preferred shall have the right thereafter to have the Series A Preferred converted into the kind and amount of stock and other securities and property receivable upon the recapitalization, reclassification or other change by a holder of the number of shares of Common Stock into which the shares of Series A Preferred could have been converted immediately prior to the recapitalization, reclassification or change.

7.4 Issuances. If, at any time within two (2) years following the Original Issue Date, the Company shall issue any Common Stock, except for the Excepted Issuances (as hereinafter defined), for a consideration per share that is less (a “Dilutive Issuance”) than the Original Issue Price (as adjusted pursuant to the provisions of this Section 7) that would be in effect at the time of such issue, then, and thereafter successively upon each such issuance, Conversion Rate shall be reduced by multiplying the Conversion Rate by a fraction, the numerator of which is the price of the Dilutive Issuance and the demoninator of which is the Original Issue Price (as adjusted pursuant to the provisions of Section 7). For purposes of this adjustment and except for the Excepted Issuances, the issuance of any security or debt instrument of the Company which has the right to convert such security or debt instrument into Common Stock or of any warrant, right or option to purchase Common Stock, shall result in an adjustment to the Conversion Rate upon the issuance of the above-described security, debt instrument, warrant, right, or option and again upon the issuance of shares of Common Stock upon exercise of such conversion or purchase rights if such issuance is at a price lower than the then Original Issue Price. For purposes of this Certificate of Designations, "Excepted Issuance" shall mean any sale by the Company of its Common Stock or equity linked debt obligations in connection with (i) full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of the securities or assets of a corporation or other entity (or any division or business unit thereof) so long as such issuances are not for the purpose of raising capital, (ii) the Company’s issuance of securities in connection with strategic supply, sale or license agreements and other partnering arrangements so long as such issuances are not for the purpose of raising capital, (iii) the Company’s issuance of Common Stock or the issuances or grants of options to purchase Common Stock to employees, directors, and consultants which are approved by the Board of Directors, and (iv) securities issued and outstanding as of the Original Issue Date.

7.5 Certificate of Adjustment. In each case of an adjustment or readjustment of the Conversion Rate for Series A Preferred, the Company, at its expense, shall compute the adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing the adjustment or readjustment, and shall mail the certificate, by first class mail, postage prepaid, to each affected registered holder of the Series A Preferred at the holder's address as shown on the Company's books.

8. Redemption. Redemption.

8.1 Triggering Event. A "Triggering Event" shall be deemed to have occurred in the event that the Company shall fail to achieve a Qualifying Listing on or before the Original Issue Date.

8.2 Redemption Option Upon Triggering Event. In addition to all other rights of the Registered Holders contained herein, after a Triggering Event, each Registered Holder shall have the right to require the Company to redeem all or a portion of the then outstanding Series A Preferred at a price per share equal to the Series A Liquidation Preference (the "Redemption Price").

8.3 Mechanics of Redemption Option. Within five (5) business days after the occurrence of the Triggering Event, the Company shall deliver written notice thereof via overnight courier ("Notice of Triggering Event") to each Registered Holder. At any time after a Registered Holder's receipt of a Notice of Triggering Event, any Registered Holder of Series A Preferred then outstanding may require the Company to redeem up to all of such holder's Series A Preferred by delivering written notice thereof via overnight courier ("Notice of Redemption at Option of Holder") to the Company, which Notice of Redemption at Option of Holder shall indicate the number of shares of Series A that such holder is electing to redeem.

8.4 Payment of Redemption Price. Upon the Company's receipt of a Notice(s) of Redemption at Option of Holder from any Registered Holder, the Company shall immediately notify each Registered Holder by facsimile or e-mail of the Company's receipt of such notice(s). The Company shall deliver on the fifth (5th) Business Day after the Company's receipt of the first Notice of Redemption at Option of Holder the applicable Redemption Price to all Registered Holders that deliver a Notice of Redemption at Option of Holder prior to the fifth (5th) Business Day after the Company's receipt of the first Notice of Redemption at Option of Holder. If the Company is unable to redeem all of the Series A Preferred submitted for redemption, the Company shall (i) redeem a pro rata amount from each Registered Holder based on the number of shares of Series A Preferred submitted for redemption by such Registered Holder relative to the total number of shares of Series A Preferred submitted for redemption by all Registered Holders and (ii) continue to redeem shares of Series A Preferred until paid in full.

9. Fractional Shares. No fractional shares shall be issued upon the conversion of any share or shares of the Series A Preferred, and the number of shares of Common Stock, as applicable to be issued shall be rounded up to the nearest whole share.

10. Status of Converted Stock. Upon the conversion, redemption or extinguishment of the Series A Preferred, the shares converted, redeemed or extinguished will be automatically returned to the status of authorized and unissued shares of preferred stock, available for future designation and issuance pursuant to the terms of the Articles of Incorporation. Following conversion of all outstanding shares of Series A Preferred on the Mandatory Conversion, this Certificate of Designations shall be automatically cancelled and void and be of no further force and effect.

11. Reservation of Common Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of Series A Preferred, such number of shares as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred.

12. Notices. Except as otherwise stated, any notice required by the provisions of this Certificate to be given to the holders of shares of the Series A Preferred shall be deemed given upon the earlier of actual receipt thereof or deposit thereof in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, addressed to each holder of record at the address of that holder appearing on the books of the Company.

13. Restrictions and Limitations. In addition to any vote required by law, the Company shall not, without the approval, by vote or written consent, of the Majority Holders voting together as a single class:

(a) Amend this Certificate or otherwise alter or change the rights, preferences or privileges of the Series A Preferred so as to materially and adversely affect the same;

(b) Increase or decrease (other than by redemption or conversion) the authorized number of shares of Series A Preferred.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this __th day of _____, 2014.

BIOPHARMX CORPORATION

By: _____

Name: James Pekarsky
Title: CEO, President

EXHIBIT B

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS WARRANT SHALL NOT CONSTITUTE AN OFFER TO SELL NOR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL. THE SECURITIES ARE "RESTRICTED" AND MAY NOT BE RESOLD OR TRANSFERRED EXCEPT AS PERMITTED UNDER THE ACT PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

COMMON STOCK PURCHASE WARRANT

To Purchase Shares of $0.001 Par Value Common Stock ("Common Stock") of

No. [W-__]

BIOPHARMX CORPORATION

THIS CERTIFIES that, for value received, _____ (the "Purchaser" or "Holder") is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time on or after the date hereof and on or prior to 8:00 p.m. New York City Time on the date that is five (5) years after the date hereof (the "Termination Date"), but not thereafter, to subscribe for and purchase from BioPharmX Corporation, a Nevada corporation (the "Company"), _____ shares of the Company's common stock ("Warrant Shares") **equal to fifty percent (50%) of the number of shares of Common Stock into which the shares of Series A Preferred held by Holder are convertible** at an initial exercise price of $3.70 per share (as adjusted from time to time pursuant to the terms hereof, the "Exercise Price").

The Exercise Price and the number of shares for which the Warrant is exercisable shall be subject to adjustment as provided herein. This Warrant is being issued in connection with the Subscription Agreement dated March __, 2014 (the "Subscription Agreement"), entered into between the Company and accredited investors in connection with the Company's offering by the Company of up to $6,000,000 in Series A Preferred Stock (the "Series A Preferred Stock," and such offering, the "Offering").

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Subscription Agreement.

1. **Title of Warrant.** Prior to the expiration hereof and subject to compliance with applicable laws, this Warrant and all rights hereunder are transferable, in whole or in part, at the office or agency of the Company by the Holder hereof in person or by duly authorized attorney, upon surrender of this Warrant together with (a) the Assignment Form annexed hereto properly endorsed, and (b) any other documentation reasonably necessary to satisfy the Company that such transfer is in compliance with all applicable securities laws. The term "Holder" shall refer to the Purchaser or any subsequent transferee of this Warrant.

2. **Authorization of Shares.** The Company covenants that all shares of Common Stock which may be issued upon the exercise of rights represented by this Warrant will, upon exercise of the rights represented by this Warrant and payment of the Exercise Price as set forth herein, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue or otherwise specified herein).

3. **Exercise of Warrant.**

a. The Holder may exercise this Warrant, in whole or in part, at any time and from time to time by delivering (which may be by facsimile) to the offices of the Company or any transfer agent for the Common Stock this Warrant, together with a Notice of Exercise in the form annexed hereto specifying the number of Warrant Shares with respect to which this Warrant is being exercised, together with payment in cash to the Company of the Exercise Price therefore.

b. In the event that the Warrant is not exercised in full, the number of Warrant Shares shall be reduced by the number of such Warrant Shares for which this Warrant is exercised and/or surrendered, and the Company, if requested by Holder and at its expense, shall within three (3) Trading Days (as defined below) issue and deliver to the Holder a new Warrant of like tenor in the name of the Holder or as the Holder (upon payment by Holder of any applicable transfer taxes) may request, reflecting such adjusted Warrant Shares. Notwithstanding anything to the contrary set forth herein, upon exercise of any portion of this Warrant in accordance with the terms hereof, the Holder shall not be required to physically surrender this Warrant to the Company unless such Holder is purchasing the full amount of Warrant Shares represented by this Warrant. The Holder and the Company shall maintain records showing the number of Warrant Shares so purchased hereunder and the dates of such purchases or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Warrant upon each such exercise. The Holder and any assignee, by acceptance of this Warrant or a new Warrant, acknowledge and agree that, by reason of the provisions of this Section, following exercise of any portion of this Warrant, the number of Warrant Shares which may be purchased upon exercise of this Warrant may be less than the number of Warrant Shares set forth on the face hereof. Certificates for shares of Common Stock purchased hereunder shall be delivered to the Holder hereof within three (3) Trading Days after the date on which this Warrant shall have been exercised as aforesaid. The Holder may withdraw its Notice of Exercise at any time if the Company fails to timely deliver the relevant certificates to the Holder as provided in this Agreement. A Notice of Exercise shall be deemed sent on the date of delivery if delivered before 8:00 p.m. New York Time on such date, or the day following such date if delivered after 8:00 p.m. New York Time; provided that the Company is only obligated to deliver Warrant Shares against delivery of the Exercise Price from the holder hereof and, if the Holder is purchasing the full amount of Warrant Shares represented by this Warrant, surrender of this Warrant (or appropriate affidavit and/or indemnity in lieu thereof). In lieu of delivering physical certificates representing the Warrant Shares issuable upon conversion of this Warrant, provided the Company's transfer agent is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer ("FAST") program, upon request of the Holder, the Company shall use its best efforts to cause its transfer agent to electronically transmit the Warrant Shares issuable upon exercise to the Holder, by crediting the account of the Holder's prime broker with DTC through its Deposit Withdrawal At Custodian ("DWAC") system. The time periods for delivery described above shall apply to the electronic transmittals through the DWAC system. The Company agrees to coordinate with DTC to accomplish this objective.

c. The term "Trading Day" means (x) if the Common Stock is not listed on the NYSE or NYSE MKT but sale prices of the Common Stock are reported on Nasdaq Global Market, Nasdaq Global Select Market, Nasdaq Capital Market or another automated quotation system, a day on which trading is reported on the principal automated quotation system on which sales of the Common Stock are reported, (y) if the Common Stock is listed on the NYSE or NYSE MKT, a day on which there is trading on such stock exchange, or (z) if the foregoing provisions are inapplicable, a day on which quotations are reported by National Quotation Bureau Incorporated.

The Company's obligations to issue and deliver Warrant Shares upon an exercise in accordance with Section 3 above are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Warrant Shares. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

4. **Call Rights**. The Company shall have the right to call the exercise of all, or the remaining portion of this Warrant outstanding and unexercised at the then-current Exercise Price in the event (i) the closing price of the Common Stock is not less than $6.00 per shares for the previous ten (10) Trading Days, (ii) all Warrant Shares are registered for resale by the Holder and (iii) there has been not less than $200,000 in trading volume for the previous ten (10) Trading Days (collectively the "Call Conditions"). For the purposes of this Warrant, the closing price and trading volume shall be as reported by Bloomberg, L.P. for the Common Stock. In the event the Call Conditions are satisfied and the Company desires to exercise its call rights under this section, the Company shall deliver a notice to each registered Holder of the Warrants setting for the number of Warrants held and the dollar amount due to exercise the Warrants (the "Call Notice"). Each Holder shall have thirty (30) calendar days from the receipt of the Call Notice to exercise the unexercised portion of the Warrants (the "Call Period"). Upon the expiration of the Call Period, any unexercised Warrant shall automatically expire.

5. **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. In lieu of issuance of a fractional share upon any exercise hereunder, the Company will either round up to nearest whole number of shares or pay the cash value of that fractional share, which cash value shall be calculated on the basis of the average closing price of the Common Stock during the five (5) Trading Days immediately preceding the date of exercise.

6. **Charges, Taxes and Expenses.** Issuance of certificates for shares of Common Stock upon the exercise of this Warrant shall be made without charge to the Holder hereof for any issue or transfer tax or other incidental expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder of this Warrant or in such name or names as may be directed by the Holder of this Warrant; provided, however, that in the event certificates for shares of Common Stock are to be issued in a name other than the name of the Holder of this Warrant, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder hereof; and provided further, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance of any Warrant certificates or any certificates for the Warrant Shares other than the issuance of a Warrant Certificate to the Holder in connection with the Holder's surrender of a Warrant Certificate upon the exercise of all or less than all of the Warrants evidenced thereby.

7. **Closing of Books.** The Company will at no time close its shareholder books or records in any manner which interferes with the timely exercise of this Warrant.

8. **No Rights as Shareholder until Exercise.** Subject to Section 13 of this Warrant and the provisions of any other written agreement between the Company and the Purchaser, the Purchaser shall not be entitled to vote or receive dividends or be deemed the holder of Warrant Shares or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Purchaser, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until the Warrant shall have been exercised as provided herein. However, at the time of the exercise of this Warrant pursuant to Section 3 hereof, the Warrant Shares so purchased hereunder shall be deemed to be issued to such Holder as the record owner of such shares as of the close of business on the date on which this Warrant shall have been exercised.

9. **Assignment and Transfer of Warrant.** This Warrant may be assigned by the surrender of this Warrant and the Assignment Form annexed hereto duly executed at the office of the Company (or such other office or agency of the Company or its transfer agent as the Company may designate by notice in writing to the registered Holder hereof at the address of such Holder appearing on the books of the Company); provided, however, that this Warrant may not be resold or otherwise transferred except (a) in a transaction registered under the Act, or (b) in a transaction pursuant to an exemption, if available, from registration under the Act and whereby, if reasonably requested by the Company, an opinion of counsel reasonably satisfactory to the Company is obtained by the Holder of this Warrant to the effect that the transaction is so exempt.

10. **Loss, Theft, Destruction or Mutilation of Warrant; Exchange**. The Company represents, warrants and covenants that (a) upon receipt by the Company of evidence and/or indemnity reasonably satisfactory to it of the loss, theft, destruction or mutilation of any Warrant or stock certificate representing the Warrant Shares, and in case of loss, theft or destruction, of indemnity reasonably satisfactory to it, and (b) upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of this Warrant or stock certificate, without any charge therefor. This Warrant is exchangeable at any time for an equal aggregate number of Warrants of different denominations, as requested by the holder surrendering the same, or in such denominations as may be requested by the Holder following determination of the Exercise Price. No service charge will be made for such registration or transfer, exchange or reissuance.

11. **Saturdays, Sundays, Holidays, etc.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or a legal holiday, then such action may be taken or such right may be exercised on the next succeeding day not a legal holiday.

12. **Effect of Certain Events.** If at any time while this Warrant or any portion thereof is outstanding and unexpired there shall be a transaction (by merger or otherwise) in which more than 50% of the voting power of the Company is disposed of (collectively, a "Sale or Merger Transaction"), the Holder of this Warrant shall have the right thereafter to purchase, by exercise of this Warrant and payment of the aggregate Exercise Price in effect immediately prior to such action, the kind and amount of shares and other securities and property which it would have owned or have been entitled to receive after the happening of such transaction had this Warrant been exercised immediately prior thereto, subject to further adjustment as provided in Section 12.

13. Adjustments of Exercise Price and Number of Warrant Shares. The number of and kind of securities purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as set forth in this Section 12.

a. Subdivisions, Combinations, Stock Dividends and other Issuances. If the Company shall, at any time while this Warrant is outstanding, (i) pay a stock dividend or otherwise make a distribution or distributions on any equity securities (including instruments or securities convertible into or exchangeable for such equity securities) in shares of Common Stock, (ii) subdivide outstanding shares of Common Stock into a larger number of shares, or (iii) combine outstanding Common Stock into a smaller number of shares, then the Exercise Price shall be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding before such event and the denominator of which shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 12(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination. The number of shares which may be purchased hereunder shall be increased proportionately to any reduction in Exercise Price, or decreased proportionately to any increase in Exercise Price, pursuant to this paragraph 12(a), so that after such adjustments the aggregate Exercise Price payable hereunder for the applicable number of shares shall be the same as the aggregate Exercise Price in effect just prior to such adjustments.

b. Other Distributions. If at any time after the date hereof the Company distributes to holders of its Common Stock, other than as part of its dissolution, liquidation or the winding up of its affairs, any shares of its capital stock, any evidence of indebtedness or any of its assets (other than Common Stock), then the number of Warrant Shares for which this Warrant is exercisable shall be increased to equal: (i) the number of Warrant Shares for which this Warrant is exercisable immediately prior to such event, (ii) multiplied by a fraction, (A) the numerator of which shall be the Fair Market Value (as defined below) per share of Common Stock on the record date for the dividend or distribution, and (B) the denominator of which shall be the Fair Market Value price per share of Common Stock on the record date for the dividend or distribution minus the amount allocable to one share of Common Stock of the value (as jointly determined in good faith by the Board of Directors of the Company and the Holder) of any and all such evidences of indebtedness, shares of capital stock, other securities or property, so distributed. For purposes of this Warrant, "Fair Market Value" shall equal the average closing trading price of the Common Stock on the Principal Market for the five (5) Trading Days preceding the date of determination or, if the Common Stock is not listed or admitted to trading on any Principal Market, and the average price cannot be determined as contemplated above, the Fair Market Value of the Common Stock shall be as reasonably determined in good faith by the Company's Board of Directors and the Holder. If the Fair Market Value of the Common Stock cannot be determined by the Company's Board of Directors and the Holder after five (5) business days, such determination shall be made by a third party appraisal firm mutually agreeable by the Board of Directors and the Holder, at the expense of the Company (the "Independent Appraiser"). The fair market value as determined by the Independent Appraiser shall be final. The Exercise Price shall be reduced to equal: (i) the Exercise Price in effect immediately before the occurrence of any event (ii) multiplied by a fraction, (A) the numerator of which is the number of Warrant Shares for which this Warrant is exercisable immediately before the adjustment, and (B) the denominator of which is the number of Warrant Shares for which this Warrant is exercisable immediately after the adjustment.

c. **Merger, etc.** If at any time after the date hereof there shall be a merger or consolidation of the Company with or into or a transfer of all or substantially all of the assets of the Company to another entity, then the Holder shall be entitled to receive upon or after such transfer, merger or consolidation becoming effective, and upon payment of the Exercise Price then in effect, the number of shares or other securities or property of the Company or of the successor corporation resulting from such merger or consolidation, which would have been received by the Holder for the shares of stock subject to this Warrant had this Warrant been exercised just prior to such transfer, merger or consolidation becoming effective or to the applicable record date thereof, as the case may be. The Company will not merge or consolidate with or into any other corporation, or sell or otherwise transfer its property, assets and business substantially as an entirety to another corporation, unless the corporation resulting from such merger or consolidation (if not the Company), or such transferee corporation, as the case may be, shall expressly assume in writing the due and punctual performance and observance of each and every covenant and condition of this Warrant to be performed and observed by the Company.

d. **Reclassification, etc.** If at any time after the date hereof there shall be a reorganization or reclassification of the securities as to which purchase rights under this Warrant exist into the same or a different number of securities of any other class or classes, then the Holder shall thereafter be entitled to receive upon exercise of this Warrant, during the period specified herein and upon payment of the Exercise Price then in effect, the number of shares or other securities or property resulting from such reorganization or reclassification, which would have been received by the Holder for the shares of stock subject to this Warrant had this Warrant at such time been exercised.

14. **Notice of Adjustment.** Whenever the number of Warrant Shares or number or kind of securities or other property purchasable upon the exercise of this Warrant or the Exercise Price is adjusted, the Company, at its expense, shall promptly mail to the Holder of this Warrant a notice setting forth the number of Warrant Shares (and other securities or property) purchasable upon the exercise of this Warrant and the Exercise Price of such Warrant Shares after such adjustment and setting forth the computation of such adjustment and a brief statement of the facts requiring such adjustment.

15. **Authorized Shares.** The Company covenants that during the period the Warrant is outstanding and exercisable, it will reserve and keep available from its authorized and unissued Common Stock a sufficient number of shares to provide solely for the issuance of the Warrant Shares upon the exercise of any and all purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law, regulation, or rule of any applicable market or exchange.

16. **Compliance with Securities Laws.** The Holder hereof acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered (or if no exemption from registration exists), will have restrictions upon resale imposed by state and federal securities laws. Each certificate representing the Warrant Shares issued to the Holder upon exercise (if not registered, for resale or otherwise, or if no exemption from registration exists) will bear substantially the following legend: THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

17. **Purpose of Warrant Shares.** Without limiting the Purchaser's right to transfer, assign or otherwise convey the Warrant or Warrant Shares in compliance with all applicable securities laws, the Holder of this Warrant, by acceptance hereof, acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are being acquired solely for the Purchaser's own account and not as a nominee for any other party, and that the Purchaser will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of applicable federal and state securities laws.

18. **Registration Rights.** The Holder shall be entitled to the registration rights as are provided in the Subscription Agreement of even date herewith, by and among BioPharmX Corporation and the Purchasers named therein.

19. **Miscellaneous.**

    a. **Issue Date; Choice of Law; Venue; Jurisdiction.** The provisions of this Warrant shall be construed and shall be given effect in all respects as if it had been issued and delivered by the Company on the date hereof. This Warrant shall be binding upon any successors or assigns of the Company. This Warrant will be construed and enforced in accordance with and governed by the laws of the State of New York, except for matters arising under the Act, without reference to principles of conflicts of law. Each of the parties consents to the exclusive jurisdiction of the Federal and State Courts sitting in the County of New York in the State of New York in connection with any dispute arising under this Warrant and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens or venue, to the bringing of any such proceeding in such jurisdiction.

b. **Modification and Waiver.** This Warrant and any provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the same is sought. Any amendment effected in accordance with this paragraph shall be binding upon the Purchaser, each future holder of this Warrant and the Company. No waivers of, or exceptions to, any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

c. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing by facsimile, mail or personal delivery and shall be effective upon actual receipt of such notice. The addresses for such communications shall be to the addresses as shown on the books of the Company or to the Company at the address set forth for BioPharmX Corporation in the Offering Documents. A party may from time to time change the address to which notices to it are to be delivered or mailed hereunder by notice in accordance with the provisions of this Section 19(c).

d. **Severability.** Whenever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Warrant in such jurisdiction or affect the validity, legality or enforceability of any provision in any other jurisdiction, but this Warrant shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

e. **Specific Enforcement.** The Company and the Holder acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Warrant were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Warrant and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which either of them may be entitled by law or equity.

f. **Counterparts/Execution.** This Warrant may be executed by facsimile and in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement. Execution and delivery of this Warrant by facsimile transmission (including delivery of documents in Adobe PDF format) shall constitute execution and delivery of this Warrant for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officers thereunto duly authorized.

Dated: _____ __, 2014

BIOPHARMX CORPORATION

By: _____

Name: James Pekarsky

Title: Chief Executive Officer

NOTICE OF EXERCISE

To: **BIOPHARMX CORPORATION**

(1) The undersigned hereby elects to exercise the attached Warrant for and to purchase thereunder, _____ shares of Common Stock, and herewith makes payment therefor of $_____.

(2) Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

_____

(Name)

_____

(Address)

_____

(3) Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned or in such other name as is specified below:

_____
(Name)

_____ _____
(Date) (Signature)

_____
(Address)

Dated:

_____
Signature

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____.

_____

Dated: _____,

Holder's Signature: _____

Holder's Address: _____

_____

Signature Guaranteed: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever, and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

EXHIBIT C

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of March ___, 2014, by and among (i) (a) BioPharmX Corporation, a Nevada corporation (the "**Company**"), (b) James Pekarsky ("**Pekarsky**"), Anja Krammer ("**Krammer**") and Kin Chan ("**Chan**")(together the "**Senior Management**") and (ii) the subscribers for the Company's Series A Preferred Stock which are parties to the Subscription Agreement (as defined below)(the "**Subscribers**"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Subscription Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company and the Subscribers have entered into that certain Subscription Agreement dated as of March ___, 2014 (the "**Subscription Agreement**"), pursuant to which the Company has agreed to issue to Subscribers and Subscribers have agreed to purchase from the Company, up to $6,000,000 of Series A Preferred Stock and Warrants;

WHEREAS, in consideration of the Subscribers entering into the Subscription Agreement, the Company has agreed to provide certain rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound by this agreement, agree as follows:

1. Representations and Warranties of the Senior Management. Each of the Senior Management, represents and warrants that:

1.1 (i) The Senior Management are beneficial owners, free and clear of all liens, charges or encumbrances of the following numbers of shares of Common Stock (of record or through a brokerage firm or other nominee arrangement), which constitutes 68.7% of the outstanding voting power of the Company's Common Stock:

Pekarsky – 2,500,000 shares;

Krammer – 2,500,000 shares;

Chan – 1,200,000 shares.

1.2 Each member of the Senior Management (each of the foregoing, a "**Warrantor**") has full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly executed and delivered by each Warrantor and constitutes the legal, valid and binding obligations of such Warrantor enforceable against such Warrantor in accordance with its terms.

1.3 The execution and delivery of this Agreement by each Warrantor do not, and the performance of this Agreement by such Warrantor will not: (i) conflict with or violate any law, rule regulation, order, decree or judgment applicable to any Warrantor or by which any Warrantor or any of the properties of any Warrantor is or may be bound or affected, or the certificate of incorporation or by-laws of the Company; (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under any contract to which any Warrantor is a party or by which any Warrantor or any of the affiliates or properties of any Warrantor is or may be bound or affected, or (iii) result in the creation of any encumbrance or restriction on any of the shares of Common Stock in the Company. The execution and delivery of this Agreement by each Warrantor do not, and the performance of this Agreement by each Warrantor will not, require any consent or approval of any person or entity.

2. Covenants and Agreements.

Unless the context requires otherwise, the Company hereby covenants and agrees as follows:

2.1 Periodic Reports and Other Information. As long as each Subscriber that has purchased not less than 500,000 shares of Series A Preferred holds at least 30% (the "**Minimum Holdings**") of its original holdings (a "**Qualified Subscriber**"), the Company shall furnish to such Qualified Subscriber, to the extent not made publicly available and permitted by applicable law and regulations:

(a) Quarterly Reports. Within fifty (50) days after the end of each fiscal quarter of the Company, unaudited consolidated quarterly financial statements for such fiscal quarter, including a balance sheet as of the end of such fiscal quarter, a statement of income and a statement of cash flows of the Company for such fiscal quarter, setting forth in each case in comparative form the figures from the Company's previous fiscal year and for the three, six or nine months then ended, as the case may be, prepared in accordance with generally accepted accounting principles ("**GAAP**") applied on a consistent basis (except as noted) and reviewed by internationally recognized independent certified public accountants, which fairly present the financial condition, results of operations and cash flows of the Company at the date thereof and for the periods covered thereby;

(b) Annual Reports. Within one hundred five (105) days after the end of each fiscal year of the Company, audited consolidated annual financial statements for such fiscal year, including a balance sheet as of the end of such fiscal year, a statement of income and a statement of cash flows of the Company for such year, setting forth in each case in comparative form the figures from the Company's previous fiscal year, if any, prepared in accordance with GAAP applied on a consistent basis (except as noted) and audited by internationally recognized independent certified public accountants, which fairly present the financial condition, results of operations and cash flows of the Company at the date thereof and for the periods covered thereby;

(c) Business Plan and Annual Budget. The Company shall prepare and submit to each Qualified Subscriber and the Company's Board of Directors (the "**Board**") for their approval at least thirty (30) days prior to the beginning of the next financial year or period the annual budget ("**Annual Budget")** of the Company and its subsidiaries on a consolidated basis setting out in reasonable detail the planned annual capital and operating budgets in reasonable detail, projected revenues, a projected financial statement for such fiscal year on a quarterly basis, and promptly after preparation from time to time, any revisions to the forecasts contained therein of the Company and its Subsidiaries and attaching thereto such notes as are necessary, desirable or customary, together with a business plan setting forth in reasonable detail the operating goals of the Company and its Subsidiaries for the following year (the "**Business Plan**").

2.2 Inspection. The Company shall permit each Qualified Subscriber and any authorized representative thereof, to visit and inspect the properties of the Company, including its corporate and financial records, to examine its records and make copies thereof and to discuss its affairs, finances and accounts with its officers, at all such reasonable times and as often as may be reasonably requested upon reasonable notice, provided that such visits and inspections shall not unduly interrupt the daily operation of the Company or its subsidiaries or affiliates. Each Qualified Subscriber and its participating agents and representatives, in exercising rights of inspection hereunder, agree to maintain the confidentiality of all financial and other confidential information of the Company, its subsidiaries and affiliates acquired by them. If requested by the Company, each Qualified Subscriber, in exercising its rights under this Section 2.2 shall execute a confidentiality agreement with the Company in such reasonable form and substance as agreed between each Qualified Subscriber and the Company.

2.3 Qualifying Listing. The Company shall use commercially reasonable efforts to effect a Qualifying Listing (as defined below) on or before the third anniversary of the first issuance of the Series A Preferred. For purposes of this Agreement, a "Qualifying Listing" shall mean the receipt by the Company of approval to list on any tier of the NYSE or NASDAQ which are registered under the Securities Exchange Act of 1934, as amended, as a "national securities exchange," including the NYSE MKT, NASDAQ Global Select Market, NASDAQ Global Market, NASDAQ Capital Market or their successors.

2.4 Accountants. As long as a Qualified Subscriber holds the Minimum Holdings, the Company hereby covenants and agrees that the Company shall retain independent public accountants (the "**Accountants**") of recognized standing and acceptable to the Audit Committee of the Board who shall certify the Company's consolidated financial statements according to GAAP at the end of each fiscal year. The Company shall not terminate the services of the Accountants without the approval of the Audit Committee.

3. Right of Participation in Future Securities Offerings.

3.1 Issuance Notice. Subject to the terms and conditions of this Section and applicable securities laws, and subject to the consent and approval of the Company's underwriter at the time of an offering, if the Company shall effect an underwritten public offering of its securities at the time of a Qualifying Listing each Qualified Subscriber shall have the right to sell through such underwriter the following amounts of shares into which the then remaining Series A Preferred is convertible (the "**Conversion Shares**"):

(a) If the public offering price (the "**IPO Price**") is two (2) times the original purchase price of the Conversion Shares (the "**Original Purchase Price**"), but less than three (3) times the Conversion Price, the Qualified Subscribers may sell up to 25% of their Conversion Shares;

(b) If the IPO Price is three (3) times the Conversion Price, but less than four (4) times the Original Purchase Price, the Qualified Subscribers may sell up to 15% of their Conversion shares; and

(c) If the IPO Price is four (4) times the Original Purchase Price or more, the Qualified Subscribers may not sell any of their Conversion shares.

4. Tag-Along Right.

4.1 Tag-Along Right. (a) If a member of Senior Management is directly or indirectly transferring Common Stock to a third party purchaser that is not a family member or trust (a "**Third Party Purchaser**"), then each Qualified Subscriber shall have the right to sell to such Third Party Purchaser a percentage of its Conversion Shares equal to (i) the percentage of the member of Senior Management's Common Stock being sold times (ii) a fraction, the numerator of which is 1 and the denominator of which is the number of Qualified Subscribers, at a price equal to the price at which the member of Senior Management is selling (the "**Offer Price**").

(b) Each member of Senior Management shall give notice to the Qualified Subscribers of each proposed sale by any of them of Common Stock which gives rise to the rights of the Qualified Subscribers in this Section, at least fifteen (15) business days prior to the proposed consummation of such sale, setting forth the number of shares of Common Stock, the name and address of the proposed Third Party Purchaser, the proposed amount and form of consideration and terms and conditions of payment offered by such Third Party Purchaser, the percentage of shares of Common Stock that each Qualified Subscriber may sell to such Third Party Purchaser, and a representation that such Third Party Purchaser has been informed of the "tag-along" rights provided for in this Section and has agreed to purchase Common Stock in accordance with the terms hereof. The tag-along rights provided by this Section must be exercised by a Qualified Subscriber within fifteen (15) business days following receipt of the notice required by the preceding sentence, by delivery of a written notice to the member of Senior Management indicating the Qualified Subscriber's election to exercise its rights and specifying the number of shares of Common Stock (up to the maximum number of Conversion Shares owned by the Qualified Subscriber to be purchased by such Third Party Purchaser) it elects to sell (the "**Tag-along Exercise Notice**"), *provided* that a Qualified Subscriber may waive its rights under this Section prior to the expiration of such fifteen (15) business day period by giving written notice to the member of Senior Management, with a copy to the Company. The failure of a Qualified Subscriber to respond within such fifteen (15) business day period shall be deemed to be a waiver of the Qualified Subscriber 's rights under this Section.

4.2 Exempt Transfers. The tag-along rights set forth in this Section 4 shall not apply to (i) any transfer to a spouse, child, or other dependent or a trust for the benefit of any of the foregoing persons (a "**Permitted Holder**"); *provided* that any such Permitted Holder agrees in writing to be bound by this Agreement in place of the relevant transferor, (ii) the sale in an unsolicited broker's transaction pursuant to Rule 144 under the Securities Act of 1933, as amended, or any successor rule or (iii) the Transfer (as defined below) by a member of Senior Management of no more than 3% of the total outstanding equity interest in the Company on a fully-diluted basis if, after such Transfer, the members of Senior Management still hold not less than 20% of the total outstanding equity interest in the Company on a fully diluted basis (the "**Exempt Transfers**"). "**Transfer**" shall mean sell, transfer, assign, pledge, hypothecate, dispose of, mortgage, enter into any voting trust or other agreement, option or other arrangement or understanding with respect thereto, whether directly or indirectly and whether voluntarily or involuntarily.

5. Board Representation and Committees.

5.1 Number of Board Members. The Company shall, effective upon Closing and until the termination of this Agreement, take all appropriate actions to fix and maintain a Board of no more than five (5) voting members and the Company shall not change the number of voting members of its Board without the prior written approval of the Qualified Subscribers.

5.2 Qualified Subscriber Nominees. Upon the Qualified Subscriber Election (as defined below), so long as there remains a Qualified Subscriber, the Qualified Subscribers shall be entitled to appoint one (1) voting member of the Company's Board (a "**Qualifying Subscriber Nominee**").

5.3 Board Committees. The Company shall establish Audit and Compensation Committees of the Board and the Qualified Subscriber Nominee shall serve on both committees to the extent permitted by applicable law and exchange listing rules.

5.4 Qualified Subscriber Election. If the Qualifying Subscribers provide written notice to the Company informing the Company of (i) their election (the "**Election**") to be represented on the Board and (ii) the name(s) of the Qualified Subscriber Nominee, then, as soon as practicable after its receipt of such notice from a Qualified Subscriber, but in no event later than five (5) business days after such receipt, the Company shall:

(a) provide notice of the Election to the Company's Board, and

(b) to the extent permissible under applicable laws and regulations (including rules of any relevant listing exchange), take all necessary actions so as to permit the Qualified Subscriber Nominee to be duly appointed or elected as a member of the Company's Board as soon as practicable.

5.5 Voting Agreement. The members of Senior Management agree to vote, or cause to be voted, all of the Company's voting shares owned by such members of Senior Management (of record or through a brokerage firm or other nominee arrangement), or over which such member of Senior Management has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of shareholders at which an election of directors is held or pursuant to any written consent of the shareholders, the Qualified Subscriber Nominees are duly elected to the Board. The members of Senior Management further covenant not to frustrate the purpose of the immediately preceding sentence by any means, including through entering into any agreement or commitment inconsistent with such purpose, including but not limited to any inconsistent pledge, charge, hypothecation, voting agreement, voting trust or other disposition of voting rights of the Common Stock over which the members of Senior Management retain beneficial ownership or the economic benefits and risks attendant thereto.

5.6 Vacancies. Any vacancies created by the resignation, removal or death of a Qualified Subscriber Nominee appointed or elected to the Board shall be filled pursuant to the provisions of this Section.

6. Senior Management Additional Voting Agreement.

6.1 Voting Agreement. At all times that more than 60% of the Series A Preferred issued by the Company under the Subscription Agreement remains outstanding, the members of Senior Management agree to vote, or cause to be voted, all of the Company's voting shares owned by such members of Senior Management (of record or through a brokerage firm or other nominee arrangement), or over which such member of Senior Management has voting control, from time to time and at all times, in favor of any transaction which would result in a sale of more than 50% of the voting stock of the Company or substantially all of its assets, if such transaction is approved in writing by the holders of more than 50% of the then outstanding Series A Preferred. The members of Senior Management further covenant not to frustrate the purpose of the immediately preceding sentence by any means, including through entering into any agreement or commitment inconsistent with such purpose, including but not limited to any inconsistent pledge, charge, hypothecation, voting agreement, voting trust or other disposition of voting rights of the Common Stock over which the members of Senior Management retain beneficial ownership or the economic benefits and risks attendant thereto.

7. Miscellaneous.

7.1 Termination. This Agreement will be automatically terminated with no further effect at such time that less than 30% of the Series A Preferred originally issued pursuant to the Subscription Agreement remains outstanding.

7.2 Specific Enforcement. Upon a breach by the Company or any member of the Senior Management of this Agreement, the Subscribers shall be entitled to injunctive relief against the Company or such member of the Senior Management if such relief is applicable and available, as a remedy at law would be inadequate and insufficient. Nothing in this Section shall be construed as limiting the Subscribers' remedies in any way.

7.3 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or delivered by overnight courier or mailed by first-class registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission. Every notice hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, upon transmission by facsimile and confirmed facsimile receipt, or two (2) days after the same shall have been deposited with a reputable international overnight courier.

(a) If to a Subscriber, at its address as set forth in the Subscription Agreement, or at such other address as may have been furnished to the Company by it in writing.

(b) If to any member of the Senior Management, at the address set forth on Schedule I to this Agreement, or at such other address as may have been furnished to the Company by it in writing.

(c) If to the Company at:

BioPharmX Corporation
1098 Hamilton Court
Menlo Park, California 94025
Attention: James Pekarsky, CEO
Fax: 650-900-4130

with a copy to:

Ofsink, LLC
900 Third Avenue, 5th Floor
New York, New York 10022
Fax: 646-244-9844

7.4 Amendments and Waiver. Unless otherwise specifically stated herein, any term of this Agreement may be amended with the written consent of the party against whom enforcement may be sought and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively). In the case of the Subscribers, a waiver may be effected by written consent of greater than 50% of the then outstanding Series A Preferred. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

7.5 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement to the extent permitted by law.

7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7.8 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the respective representatives, successors and assigns of the parties hereto.

7.9 Counterparts. This Agreement may be executed in a number of counterparts, by facsimile, each of which shall be deemed to be an original as of those whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more of the counterparts hereof, individually or taken together, are signed by all the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Investor Rights Agreement as of the day and year written above.

THE COMPANY:

BIOPHARMX CORPORATION

By: _____
Name: James Pekarsky
Title: Chief Executive Officer

SENIOR MANAGEMENT:

_____
James Pekarsky

_____
Anja Krammer

_____
Kin Chan

THE SUBSCRIBER:

Accepted and Agreed to:

_____

By:_____
Name:
Title: Authorized Signatory

Schedule I

Addresses of Senior Management:

1.

2.

3.

Exhibit 10.12

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**") is made and entered into as of March ___, 2014, by and among (i) (a) BioPharmX Corporation, a Nevada corporation (the "**Company**"), (b) James Pekarsky ("**Pekarsky**"), Anja Krammer ("**Krammer**") and Kin Chan ("**Chan**")(together the "**Senior Management**") and (ii) the subscribers for the Company's Series A Preferred Stock which are parties to the Subscription Agreement (as defined below)(the "**Subscribers**"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Subscription Agreement (as defined below).

WITNESSETH:

WHEREAS, the Company and the Subscribers have entered into that certain Subscription Agreement dated as of March ___, 2014 (the "**Subscription Agreement**"), pursuant to which the Company has agreed to issue to Subscribers and Subscribers have agreed to purchase from the Company, up to $6,000,000 of Series A Preferred Stock and Warrants;

WHEREAS, in consideration of the Subscribers entering into the Subscription Agreement, the Company has agreed to provide certain rights set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound by this agreement, agree as follows:

1. Representations and Warranties of the Senior Management. Each of the Senior Management, represents and warrants that:

1.1 (i) The Senior Management are beneficial owners, free and clear of all liens, charges or encumbrances of the following numbers of shares of Common Stock (of record or through a brokerage firm or other nominee arrangement), which constitutes 68.7% of the outstanding voting power of the Company's Common Stock:

Pekarsky – 2,500,000 shares;

Krammer – 2,500,000 shares;

Chan – 1,200,000 shares.

1.2 Each member of the Senior Management (each of the foregoing, a "**Warrantor**") has full power and authority to make, enter into and carry out the terms of this Agreement. This Agreement has been duly executed and delivered by each Warrantor and constitutes the legal, valid and binding obligations of such Warrantor enforceable against such Warrantor in accordance with its terms.

1.3 The execution and delivery of this Agreement by each Warrantor do not, and the performance of this Agreement by such Warrantor will not: (i) conflict with or violate any law, rule regulation, order, decree or judgment applicable to any Warrantor or by which any Warrantor or any of the properties of any Warrantor is or may be bound or affected, or the certificate of incorporation or by-laws of the Company; (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under any contract to which any Warrantor is a party or by which any Warrantor or any of the affiliates or properties of any Warrantor is or may be bound or affected, or (iii) result in the creation of any encumbrance or restriction on any of the shares of Common Stock in the Company. The execution and delivery of this Agreement by each Warrantor do not, and the performance of this Agreement by each Warrantor will not, require any consent or approval of any person or entity.

2. Covenants and Agreements.

Unless the context requires otherwise, the Company hereby covenants and agrees as follows:

2.1 Periodic Reports and Other Information. As long as each Subscriber that has purchased not less than 500,000 shares of Series A Preferred holds at least 30% (the "**Minimum Holdings**") of its original holdings (a "**Qualified Subscriber**"), the Company shall furnish to such Qualified Subscriber, to the extent not made publicly available and permitted by applicable law and regulations:

(a) Quarterly Reports. Within fifty (50) days after the end of each fiscal quarter of the Company, unaudited consolidated quarterly financial statements for such fiscal quarter, including a balance sheet as of the end of such fiscal quarter, a statement of income and a statement of cash flows of the Company for such fiscal quarter, setting forth in each case in comparative form the figures from the Company's previous fiscal year and for the three, six or nine months then ended, as the case may be, prepared in accordance with generally accepted accounting principles ("**GAAP**") applied on a consistent basis (except as noted) and reviewed by internationally recognized independent certified public accountants, which fairly present the financial condition, results of operations and cash flows of the Company at the date thereof and for the periods covered thereby;

(b) Annual Reports. Within one hundred five (105) days after the end of each fiscal year of the Company, audited consolidated annual financial statements for such fiscal year, including a balance sheet as of the end of such fiscal year, a statement of income and a statement of cash flows of the Company for such year, setting forth in each case in comparative form the figures from the Company's previous fiscal year, if any, prepared in accordance with GAAP applied on a consistent basis (except as noted) and audited by internationally recognized independent certified public accountants, which fairly present the financial condition, results of operations and cash flows of the Company at the date thereof and for the periods covered thereby;

(c) Business Plan and Annual Budget. The Company shall prepare and submit to each Qualified Subscriber and the Company's Board of Directors (the "**Board**") for their approval at least thirty (30) days prior to the beginning of the next financial year or period the annual budget ("**Annual Budget")** of the Company and its subsidiaries on a consolidated basis setting out in reasonable detail the planned annual capital and operating budgets in reasonable detail, projected revenues, a projected financial statement for such fiscal year on a quarterly basis, and promptly after preparation from time to time, any revisions to the forecasts contained therein of the Company and its Subsidiaries and attaching thereto such notes as are necessary, desirable or customary, together with a business plan setting forth in reasonable detail the operating goals of the Company and its Subsidiaries for the following year (the "**Business Plan**").

2.2 Inspection. The Company shall permit each Qualified Subscriber and any authorized representative thereof, to visit and inspect the properties of the Company, including its corporate and financial records, to examine its records and make copies thereof and to discuss its affairs, finances and accounts with its officers, at all such reasonable times and as often as may be reasonably requested upon reasonable notice, provided that such visits and inspections shall not unduly interrupt the daily operation of the Company or its subsidiaries or affiliates. Each Qualified Subscriber and its participating agents and representatives, in exercising rights of inspection hereunder, agree to maintain the confidentiality of all financial and other confidential information of the Company, its subsidiaries and affiliates acquired by them. If requested by the Company, each Qualified Subscriber, in exercising its rights under this Section 2.2 shall execute a confidentiality agreement with the Company in such reasonable form and substance as agreed between each Qualified Subscriber and the Company.

2.3 Qualifying Listing. The Company shall use commercially reasonable efforts to effect a Qualifying Listing (as defined below) on or before the third anniversary of the first issuance of the Series A Preferred. For purposes of this Agreement, a "Qualifying Listing" shall mean the receipt by the Company of approval to list on any tier of the NYSE or NASDAQ which are registered under the Securities Exchange Act of 1934, as amended, as a "national securities exchange," including the NYSE MKT, NASDAQ Global Select Market, NASDAQ Global Market, NASDAQ Capital Market or their successors.

2.4 Accountants. As long as a Qualified Subscriber holds the Minimum Holdings, the Company hereby covenants and agrees that the Company shall retain independent public accountants (the "**Accountants**") of recognized standing and acceptable to the Audit Committee of the Board who shall certify the Company's consolidated financial statements according to GAAP at the end of each fiscal year. The Company shall not terminate the services of the Accountants without the approval of the Audit Committee.

3. Right of Participation in Future Securities Offerings.

3.1 Issuance Notice. Subject to the terms and conditions of this Section and applicable securities laws, and subject to the consent and approval of the Company's underwriter at the time of an offering, if the Company shall effect an underwritten public offering of its securities at the time of a Qualifying Listing each Qualified Subscriber shall have the right to sell through such underwriter the following amounts of shares into which the then remaining Series A Preferred is convertible (the "**Conversion Shares**"):

(a) If the public offering price (the "**IPO Price**") is two (2) times the original purchase price of the Conversion Shares (the "**Original Purchase Price**"), but less than three (3) times the Conversion Price, the Qualified Subscribers may sell up to 25% of their Conversion Shares;

(b) If the IPO Price is three (3) times the Conversion Price, but less than four (4) times the Original Purchase Price, the Qualified Subscribers may sell up to 15% of their Conversion shares; and

(c) If the IPO Price is four (4) times the Original Purchase Price or more, the Qualified Subscribers may not sell any of their Conversion shares.

4. Tag-Along Right.

4.1 Tag-Along Right. (a) If a member of Senior Management is directly or indirectly transferring Common Stock to a third party purchaser that is not a family member or trust (a "**Third Party Purchaser**"), then each Qualified Subscriber shall have the right to sell to such Third Party Purchaser a percentage of its Conversion Shares equal to (i) the percentage of the member of Senior Management's Common Stock being sold times (ii) a fraction, the numerator of which is 1 and the denominator of which is the number of Qualified Subscribers, at a price equal to the price at which the member of Senior Management is selling (the "**Offer Price**").

(b) Each member of Senior Management shall give notice to the Qualified Subscribers of each proposed sale by any of them of Common Stock which gives rise to the rights of the Qualified Subscribers in this Section, at least fifteen (15) business days prior to the proposed consummation of such sale, setting forth the number of shares of Common Stock, the name and address of the proposed Third Party Purchaser, the proposed amount and form of consideration and terms and conditions of payment offered by such Third Party Purchaser, the percentage of shares of Common Stock that each Qualified Subscriber may sell to such Third Party Purchaser, and a representation that such Third Party Purchaser has been informed of the "tag-along" rights provided for in this Section and has agreed to purchase Common Stock in accordance with the terms hereof. The tag-along rights provided by this Section must be exercised by a Qualified Subscriber within fifteen (15) business days following receipt of the notice required by the preceding sentence, by delivery of a written notice to the member of Senior Management indicating the Qualified Subscriber's election to exercise its rights and specifying the number of shares of Common Stock (up to the maximum number of Conversion Shares owned by the Qualified Subscriber to be purchased by such Third Party Purchaser) it elects to sell (the "**Tag-along Exercise Notice**"), *provided* that a Qualified Subscriber may waive its rights under this Section prior to the expiration of such fifteen (15) business day period by giving written notice to the member of Senior Management, with a copy to the Company. The failure of a Qualified Subscriber to respond within such fifteen (15) business day period shall be deemed to be a waiver of the Qualified Subscriber 's rights under this Section.

4.2 Exempt Transfers. The tag-along rights set forth in this Section 4 shall not apply to (i) any transfer to a spouse, child, or other dependent or a trust for the benefit of any of the foregoing persons (a "**Permitted Holder**"); *provided* that any such Permitted Holder agrees in writing to be bound by this Agreement in place of the relevant transferor, (ii) the sale in an unsolicited broker's transaction pursuant to Rule 144 under the Securities Act of 1933, as amended, or any successor rule or (iii) the Transfer (as defined below) by a member of Senior Management of no more than 3% of the total outstanding equity interest in the Company on a fully-diluted basis if, after such Transfer, the members of Senior Management still hold not less than 20% of the total outstanding equity interest in the Company on a fully diluted basis (the "**Exempt Transfers**"). "**Transfer**" shall mean sell, transfer, assign, pledge, hypothecate, dispose of, mortgage, enter into any voting trust or other agreement, option or other arrangement or understanding with respect thereto, whether directly or indirectly and whether voluntarily or involuntarily.

5. Board Representation and Committees.

5.1 Number of Board Members. The Company shall, effective upon Closing and until the termination of this Agreement, take all appropriate actions to fix and maintain a Board of no more than five (5) voting members and the Company shall not change the number of voting members of its Board without the prior written approval of the Qualified Subscribers.

5.2 Qualified Subscriber Nominees. Upon the Qualified Subscriber Election (as defined below), so long as there remains a Qualified Subscriber, the Qualified Subscribers shall be entitled to appoint one (1) voting member of the Company's Board (a "**Qualifying Subscriber Nominee**").

5.3 Board Committees. The Company shall establish Audit and Compensation Committees of the Board and the Qualified Subscriber Nominee shall serve on both committees to the extent permitted by applicable law and exchange listing rules.

5.4 Qualified Subscriber Election. If the Qualifying Subscribers provide written notice to the Company informing the Company of (i) their election (the "**Election**") to be represented on the Board and (ii) the name(s) of the Qualified Subscriber Nominee, then, as soon as practicable after its receipt of such notice from a Qualified Subscriber, but in no event later than five (5) business days after such receipt, the Company shall:

(a) provide notice of the Election to the Company's Board, and

(b) to the extent permissible under applicable laws and regulations (including rules of any relevant listing exchange), take all necessary actions so as to permit the Qualified Subscriber Nominee to be duly appointed or elected as a member of the Company's Board as soon as practicable.

5.5 Voting Agreement. The members of Senior Management agree to vote, or cause to be voted, all of the Company's voting shares owned by such members of Senior Management (of record or through a brokerage firm or other nominee arrangement), or over which such member of Senior Management has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that at each annual or special meeting of shareholders at which an election of directors is held or pursuant to any written consent of the shareholders, the Qualified Subscriber Nominees are duly elected to the Board. The members of Senior Management further covenant not to frustrate the purpose of the immediately preceding sentence by any means, including through entering into any agreement or commitment inconsistent with such purpose, including but not limited to any inconsistent pledge, charge, hypothecation, voting agreement, voting trust or other disposition of voting rights of the Common Stock over which the members of Senior Management retain beneficial ownership or the economic benefits and risks attendant thereto.

5.6 Vacancies. Any vacancies created by the resignation, removal or death of a Qualified Subscriber Nominee appointed or elected to the Board shall be filled pursuant to the provisions of this Section.

6. Senior Management Additional Voting Agreement.

6.1 Voting Agreement. At all times that more than 60% of the Series A Preferred issued by the Company under the Subscription Agreement remains outstanding, the members of Senior Management agree to vote, or cause to be voted, all of the Company's voting shares owned by such members of Senior Management (of record or through a brokerage firm or other nominee arrangement), or over which such member of Senior Management has voting control, from time to time and at all times, in favor of any transaction which would result in a sale of more than 50% of the voting stock of the Company or substantially all of its assets, if such transaction is approved in writing by the holders of more than 50% of the then outstanding Series A Preferred. The members of Senior Management further covenant not to frustrate the purpose of the immediately preceding sentence by any means, including through entering into any agreement or commitment inconsistent with such purpose, including but not limited to any inconsistent pledge, charge, hypothecation, voting agreement, voting trust or other disposition of voting rights of the Common Stock over which the members of Senior Management retain beneficial ownership or the economic benefits and risks attendant thereto.

7. Miscellaneous.

7.1 Termination. This Agreement will be automatically terminated with no further effect at such time that less than 30% of the Series A Preferred originally issued pursuant to the Subscription Agreement remains outstanding.

7.2 Specific Enforcement. Upon a breach by the Company or any member of the Senior Management of this Agreement, the Subscribers shall be entitled to injunctive relief against the Company or such member of the Senior Management if such relief is applicable and available, as a remedy at law would be inadequate and insufficient. Nothing in this Section shall be construed as limiting the Subscribers' remedies in any way.

7.3 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered or delivered by overnight courier or mailed by first-class registered or certified mail, postage prepaid, return receipt requested, or by facsimile transmission. Every notice hereunder shall be deemed to have been duly given or served on the date on which personally delivered, with receipt acknowledged, upon transmission by facsimile and confirmed facsimile receipt, or two (2) days after the same shall have been deposited with a reputable international overnight courier.

(a) If to a Subscriber, at its address as set forth in the Subscription Agreement, or at such other address as may have been furnished to the Company by it in writing.

(b) If to any member of the Senior Management, at the address set forth on Schedule I to this Agreement, or at such other address as may have been furnished to the Company by it in writing.

(c) If to the Company at:

BioPharmX Corporation
1098 Hamilton Court
Menlo Park, California 94025
Attention: James Pekarsky, CEO
Fax: 650-900-4130

with a copy to:

Ofsink, LLC
900 Third Avenue, 5th Floor
New York, New York 10022
Fax: 646-244-9844

7.4 Amendments and Waiver. Unless otherwise specifically stated herein, any term of this Agreement may be amended with the written consent of the party against whom enforcement may be sought and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively). In the case of the Subscribers, a waiver may be effected by written consent of greater than 50% of the then outstanding Series A Preferred. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

7.5 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

7.6 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement to the extent permitted by law.

7.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7.8 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the respective representatives, successors and assigns of the parties hereto.

7.9 Counterparts. This Agreement may be executed in a number of counterparts, by facsimile, each of which shall be deemed to be an original as of those whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more of the counterparts hereof, individually or taken together, are signed by all the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Investor Rights Agreement as of the day and year written above.

THE COMPANY:

BIOPHARMX CORPORATION

By: _____
Name: James Pekarsky
Title: Chief Executive Officer

SENIOR MANAGEMENT:

_____
James Pekarsky

_____
Anja Krammer

_____
Kin Chan

THE SUBSCRIBER:

Accepted and Agreed to:

_____

By:_____
Name:
Title: Authorized Signatory

Schedule I

Addresses of Senior Management:

1.

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3.

Exhibit 31.1

CERTIFICATION

I, James Pekarsky, certify that:

(1) I have reviewed this annual report on Form 10-K of BioPharmX Corporation;

(2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

(3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

(4) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the company's most recent fiscal quarter (the company's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

(5) I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 31, 2014

/s/ James Pekarsky
James Pekarsky
Chief Executive Officer, Chief Financial Officer and
Director (Principal Executive Officer, Principal Financial
Officer and Principal Accounting Officer)

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Form 10-K of BioPharmX Corporation (the “Company”) for the fiscal year ended December 31, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in his capacity as an officer of the company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended, and the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 31, 2014

/s/ James Pekarsky
James Pekarsky
Chief Executive Officer, Chief Financial Officer and
Director (Principal Executive Officer, Principal Financial
Officer and Principal Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.