

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **June 30, 2006**

**Xenomics, Inc.**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction  
of incorporation or organization)

**04-3721895**  
(IRS Employer  
Identification No.)

**420 Lexington Avenue, Suite 1701  
New York, New York 10170**  
(Address of principal executive offices)

Registrant's telephone number, including area code: **(212) 297-0808**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.02 Termination of a Material Definitive Agreement.**

On June 30, 2006, Xenomics, Inc. (the "Company") entered into an Agreement of Termination and Release with its wholly-owned subsidiary, Xenomics, L. David Tomei, the Company's Co-Chairman and Chief Executive Officer, Samuil Umansky, the Company's President, Hovsep Melkonyan, the Company's Vice President, Research, Kathryn Wilkie and Anatoly Lichtenstein pursuant to which the parties agreed to terminate the Technology Acquisition Agreement dated June 24, 2004 (the "Agreement"). This Agreement provided the parties with the option to acquire, under certain conditions, the core technology of the Company. Circumstances have rendered the probability of such an acquisition to be extremely remote and, therefore, the Agreement has been terminated.

**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits.

10.1 Agreement of Termination and Release dated June 30, 2006.

**SIGNATURE**

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

Dated: July 7, 2006

XENOMICS, INC.

By: /s/ Frederick Larcombe  
Frederick Larcombe  
Chief Financial Officer

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**AGREEMENT  
OF  
TERMINATION AND RELEASE**

**AGREEMENT OF TERMINATION AND RELEASE**, made this 30th day of June 2006 (the "Agreement"), by and between Xenomics, Inc. ("Xenomics, Inc."), Xenomics, a California corporation ("Xenomics" and together with Xenomics, Inc., the "Company"), L. David Tomei, Samuil Umansky, Hovsep Melkonyan, Kathryn P. Wilkie and Anatoly V. Lichtenstein (collectively, the "Shareholders"). The Company and the Shareholders collectively shall be referred to as the "Parties."

**WHEREAS**, the Parties hereto entered into a Technology Acquisition Agreement dated June 24, 2004 (the "Technology Acquisition Agreement"), which, among other things, contains certain rights, obligations, and duties of the Parties; and

**WHEREAS**, the Parties desire to mutually terminate the Technology Acquisition Agreement;

**WHEREAS**, each of the Parties desires to release each of the other Parties from any and all claims in connection with or relating to the Technology Acquisition Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and other good and valuable considerations hereinafter contained, the Parties agree as follows:

1. Recitals. The above recitals are incorporated into this Agreement.
  2. Mutual Termination of the Technology Acquisition Agreement. The Technology Acquisition Agreement is hereby terminated so as to be rendered null and void and of no further force and effect, and the Parties (and their assignees) are hereby relieved of all of their respective obligations thereunder.
  3. Mutual Release. The Company (and its past, present and future officers, directors, employees, servants, agents, representatives, successors, predecessors, divisions, subsidiaries, parents, affiliates, business units, and assigns of each of them) hereby release each of the other Parties (and their past, present and future officers, directors, employees, servants, agents, representatives, attorneys, successors, predecessors, divisions, subsidiaries, parents, affiliates, business units, and assigns of each of them) from any and all claims, demands, damages, actions, causes of action or suits at law or in equity of whatever kind or nature, liabilities, verdicts, debts, judgments, liens and injuries, whether based upon the Technology Acquisition Agreement or any other legal or equitable theory of recovery, known or unknown, past, present or future, suspected to exist or not suspected to exist, anticipated or not anticipated, which have arisen or are now arising or hereafter may arise, whether presently asserted or not, in connection with or relating to the Technology Acquisition Agreement (including, but not limited to, the performance rendered or not rendered thereunder).
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4. Mutual Consent. The Parties hereto, and each of them, do hereby: (i) acknowledge that they have reviewed or caused to be reviewed the Technology Acquisition Agreement; (ii) acknowledge that they have reviewed or caused to be reviewed this Agreement; (iii) unconditionally consent to the termination of the Technology Acquisition Agreement (and the consummation of the transactions contemplated thereby) by the Company; and (iv) unconditionally consent to the release of any and all claims as described in Section 3.
  5. Merger. All understandings and agreements heretofore had between the Parties, except as set forth herein, are null and void and of no force and effect.
  6. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement.
  7. Governing Law. This Agreement shall be interpreted and the rights and liabilities of the Parties determined in accordance with the laws of the State of New York, excluding its conflict of laws rules.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement of Termination and Release as of the day and year first written above.

XENOMICS, INC.

By: /s/ L. David Tomei  
 Name: L. David Tomei  
 Title: Chief Executive Officer

By: /s/ Samuil Umansky  
Name: Samuil Umansky  
Title: President

/s/ L. David Tomei  
L. David Tomei

/s/ Samuil Umansky  
Samuil Umansky

/s/ Hovsep Melkonyan  
Hovsep S. Melkonyan

/s/ Anatoly Lichtenstein  
Anatoly V. Lichtenstein

/s/ Kathryn Wilkie  
Kathryn P. Wilkie