

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

FORM 8-K

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

Date of Report (Date of earliest event reported): February 9, 2006

AETHLON MEDICAL, INC.
(Exact name of registrant as specified in its charter)

Nevada	13-3632859
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(State or other jurisdiction of incorporation)	(IRS Employer Identification No.)
0-21846	

(Commission File Number)	

3030 Bunker Hill Street, Suite 4000, San Diego, California	92109
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(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (858) 459-7800

Not applicable

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

THIS FORM 8-K AND OTHER REPORTS FILED BY AETHLON MEDICAL, INC. (THE "COMPANY" OR THE "REGISTRANT") FROM TIME TO TIME WITH THE SECURITIES AND EXCHANGE COMMISSION (COLLECTIVELY THE "FILINGS") CONTAIN FORWARD LOOKING STATEMENTS AND INFORMATION THAT ARE BASED UPON BELIEFS OF, AND INFORMATION CURRENTLY AVAILABLE TO, THE COMPANY'S MANAGEMENT AS WELL AS ESTIMATES AND ASSUMPTIONS MADE BY THE COMPANY'S MANAGEMENT. WHEN USED IN THE FILINGS THE WORDS "ANTICIPATE", "BELIEVE", "ESTIMATE", "EXPECT", "FUTURE", "INTEND", "PLAN" OR THE NEGATIVE OF THESE TERMS AND SIMILAR EXPRESSIONS AS THEY RELATE TO THE COMPANY'S OR THE COMPANY'S MANAGEMENT IDENTIFY FORWARD LOOKING STATEMENTS. SUCH STATEMENTS REFLECT THE CURRENT VIEW OF THE COMPANY WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS, UNCERTAINTIES, ASSUMPTIONS AND OTHER FACTORS RELATING TO THE COMPANY'S INDUSTRY, OPERATIONS AND RESULTS OF OPERATIONS AND ANY BUSINESSES THAT MAY BE ACQUIRED BY THE COMPANY. SHOULD ONE OR MORE OF THESE RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD THE UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY DIFFER SIGNIFICANTLY FROM THOSE ANTICIPATED, BELIEVED, ESTIMATED, EXPECTED, INTENDED OR PLANNED.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On February 9, 2006 (the "Effective Date"), the Registrant entered into an Option Agreement with the Trustees of Boston University (the "University")

that allows the Registrant the right to exclusively license worldwide a recently filed patent entitled: "Method to Prevent Proliferation and Growth of Metastases" (patent application serial number 60/700, 118). The option shall expire one year from the Effective Date. In consideration for the grant of the option, the Registrant shall pay the University a non-refundable fee of twenty thousand dollars (\$20,000) payable within thirty (30) days of the effective date in the form of ten thousand dollars (\$10,000) cash and the equivalent of ten thousand dollars (\$10,000) worth of the Registrant's common stock with a strike price as of the close of the Effective Date.

ITEM 7.01 REGULATION FD DISCLOSURE.

James A. Joyce, the Registrant's Chief Executive Officer presented at the Roth Capital Partners 18th Annual "OC" Conference in Dana Point, California on February 21, 2006. The presentation was available via a live webcast accessible through the Roth Capital Partners' website located on the Internet at www.rothcapital.com. In the presentation, the Registrant announced that it will expand the applications of its Hemopurifier (TM) technology to include the treatment of cancer. Related to this announcement, the Registrant disclosed that it has executed an option with the University that gives the Registrant the right to exclusively license a recently filed patent entitled: "Method to Prevent Proliferation and Growth of Metastases" as more fully disclosed above in Item 1.01. A copy of the option with the University is furnished as Exhibit 10.1. A copy of the Registrant's press release regarding the announcement is furnished as Exhibit 99.1.

The information in this Item 7.01 and the exhibits attached hereto shall not be deemed "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except as shall be expressly set forth by specific reference in such filing. The furnishing of the information in this Item 7.01 is not intended to, and does not, constitute a representation that such furnishing is required by Regulation FD or that the information this report contains is material investor information that is not otherwise publicly available.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

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| 10.1 | Option Agreement by and between the Registrant and the Trustees of Boston University dated February 9, 2006 |
| 99.1 | Press Release dated February 23, 2006 |

SIGNATURES

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

AETHLON MEDICAL, INC.

(Registrant)

Date February 23, 2006

By: /s/ James A. Joyce

Name James A. Joyce

Title: Chief Executive Officer

OPTION AGREEMENT

This agreement ("AGREEMENT") is made as of February 9, 2006 ("EFFECTIVE DATE") by and between Trustees of Boston University, a corporation duly organized and existing under(.) the laws of the Commonwealth of Massachusetts, having a principal place of business at One Sherborn Street, Boston, MA 02215 (hereinafter called "UNIVERSITY") and Aethlon Medical, Inc.; a corporation duly organized and existing under the laws of the State of Nevada, having a principal place of business at 3030 Bunker Hill Street, San Diego, CA 92109, (hereinafter called "OPTIONEE").

WHEREAS, UNIVERSITY controls and is the owner by assignment of an invention BU05-41 entitled "Method to prevent proliferation and growth of metastases," more fully described in ATTACHMENT A and having a U.S. patent application serial number 60/700,118 filed July 18, 2005 ("INVENTION");

WHEREAS, OPTIONEE desires to evaluate the commercial utility, safety and effectiveness of said INVENTION in the field of extracorporeal filtration of blood ("FIELD"); and

WHEREAS, UNIVERSITY and OPTIONEE are in the early stages of negotiating an exclusive license to said INVENTION and any patents issuing therefrom.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1.1 UNIVERSITY hereby grants OPTIONEE an irrevocable option and right to acquire ("OPTION") an exclusive worldwide license ("LICENSE") under any and all patents and patent. applications relating to the INVENTION to make, use and sell products, processes and services in the FIELD, with the full right to sublicense any or all of such rights.

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1.2 The period within which the option may be exercised (the "OPTION PERIOD") shall begin upon the EFFECTIVE DATE and shall expire one (1) year from the EFFECTIVE DATE:'. .

1.3 During the OPTION PERIOD, UNIVERSITY shall not enter into any agreement with a third party with respect to the rights optioned hereunder or otherwise in conflict with the terms of this AGREEMENT.

1.4 The OPTION may be exercised by the OPTIONEE by providing written notice to UNIVERSITY during the OPTION PERIOD. Promptly after any exercise of the OPTION, UNIVERSITY and OPTIONEE shall enter into good faith negotiations regarding the terms and conditions of the LICENSE, which shall include such terms and conditions as are set forth in ATTACHMENT 13, "LICENSE TERM SHEET" and shall be based on the UNIVERSITY's normal form of license agreement, attached hereto as ATTACHMENT C.

1.5 The consideration for the grant of this OPTION by UNIVERSITY shall be a non-refundable fee of twenty thousand dollars (\$20,000) payable by OPTIONEE within thirty (30) days of the EFFECTIVE DATE in the form of ten thousand dollars (\$10,000) cash and the equivalent of ten thousand dollars (\$10,000) worth of fully vested Aethlon Medical stock with a strike price as of the EFFECTIVE DATE.

1.6 This AGREEMENT may be terminated by either party for breach by the other party of any obligation arising hereunder, by giving fifteen (15) days prior written notice to the other party specifying the cause of the termination; provided, however, that if the breach is cured within the fifteen (15) day period, the notice shall be withdrawn and shall be of no effect. If the breaching party is UNIVERSITY and the breach is not cured, the option fee shall be refunded.

1.7 Any notice or communication authorized or required to be given hereunder shall be in writing and be served by depositing the same either in the United States mail, postage prepaid, receipt requested, or with a recognized overnight courier service, addressed to the parties, respectively. at the following addresses:

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UNIVERSITY:

Boston University
Office of Technology Transfer
108 Bay State Road
Boston, MA 02215
Attn.: Director

OPTIONEE

Aethlon Medical, Inc.
3030 Bunker Hill Street, Suite 4000
San Diego, CA 92109
Attn: James A. Joyce

- 1.8 This AGREEMENT may not be assigned by either party without the prior written consent of the other party.
- 1.9 This AGREEMENT constitutes the entire and only agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- 1.10 This AGREEMENT shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals and duly executed this AGREEMENT in duplicate original copies the day and year first written above.

Aethlon Medical, Inc.

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TRUSTEES OF BOSTON UNIVERSITY

By: /s/ James A. Joyce

Name: James A. Joyce
Title: Chairman & CEO

By: /s/ J. Stanford Willie

Name: J. Stanford Willie
Title: Assistant Treasurer

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aethlon Medical, Inc.

FOR IMMEDIATE RELEASE:

Contact:

Jeff Richardson
Senior Director, Communications
858.459.7800 x302
jrichardson@aethlonmedical.com

James A. Joyce
Chairman, CEO
858.459.7800 x301
jj@aethlonmedical.com

AETHLON MEDICAL EXPANDS DEVICE PIPELINE
TO INCLUDE THE TREATMENT OF CANCER

San Diego, CA, February 23, 2006 - Aethlon Medical, Inc., (OTCBB:AEMD) a pioneer in developing therapeutic devices for infectious disease, announced that it will expand the applications of its Hemopurifier technology to include the treatment of Cancer. Related to this announcement, Aethlon disclosed that it has executed an option with the Trustees of Boston University that allows Aethlon the right to exclusively license a recently filed patent entitled: "Method to Prevent Proliferation and Growth of Metastases".

Cancer Treatment Strategy

Aethlon Medical plans to combine the core principles of its Hemopurifier platform technology with intellectual property developed by researchers at Boston University as a means to help prevent the spread of cancer following surgery. When cancer has spread from a primary site to other sites in the body (metastasized) then surgical removal of the tumor from the primary site is associated with the rapid growth of existing metastases and often the appearance of new ones. When a patient is evaluated and metastases are found, removal of the primary tumor is often no longer considered a viable course of treatment.

Studies have shown that surgery causes a highly significant elevation of circulating growth factors and related agents associated with the wound healing process. The agents of interest such as vascular endothelial growth factor (VEGF) promote the growth of new blood vessels (angiogenesis), which provide nutrition and oxygen to the cancerous cells, allowing them to multiply and the tumors to grow. The use of inhibitors of VEGF and other growth factors has proved effective in controlling the growth and spread of many types of cancer; however, using these agents following surgery would interfere with the healing process.

The post-surgery deployment of the Hemopurifier with immobilized growth factor affinity agents offers the potential to control the levels of growth factors in circulation during this critical period while not significantly affecting local levels near the surgical wound. The treatment goal will be to block the surge in circulating growth factors, which occurs over a few days following surgery, without negatively affecting wound healing. Patients would then be able to return to the use of antiangiogenic drugs or other cancer therapies.

If successful, the Hemopurifier to treat cancer will make it possible to provide surgical interventions in cases where surgery is not presently considered, and will add a significant margin of safety in cases where surgery is considered a viable treatment option.

About Aethlon Medical

Aethlon Medical is developing the first medical device to treat infectious disease. The device, known as the Hemopurifier(TM), is a broad-spectrum treatment countermeasure against drug and vaccine resistant bioweapons, naturally evolving pandemic threats such as H5N1 Avian Flu, and chronic infectious disease targets including Hepatitis-C (HCV) and the Human Immunodeficiency Virus (HIV). More information on Aethlon Medical and the HemopurifierTM technology can be found at www.aethlonmedical.com.

CERTAIN OF THE STATEMENTS HEREIN MAY BE FORWARD-LOOKING AND INVOLVE RISKS AND UNCERTAINTIES. SUCH FORWARD-LOOKING STATEMENTS INVOLVE ASSUMPTIONS, KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF AETHLON MEDICAL, INC TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THE FORWARD-LOOKING STATEMENTS. SUCH POTENTIAL RISKS AND UNCERTAINTIES INCLUDE, WITHOUT LIMITATION, THE COMPANY'S ABILITY TO RAISE CAPITAL WHEN NEEDED, THE COMPANY'S ABILITY TO COMPLETE THE DEVELOPMENT OF ITS PLANNED PRODUCTS, THE ABILITY OF THE COMPANY TO OBTAIN FDA AND OTHER REGULATORY APPROVALS PERMITTING THE SALE OF ITS PRODUCTS, THE COMPANY'S ABILITY TO

MANUFACTURE ITS PRODUCTS AND PROVIDE ITS SERVICES, THE IMPACT OF GOVERNMENT REGULATIONS, PATENT PROTECTION ON THE COMPANY'S PROPRIETARY TECHNOLOGY, PRODUCT LIABILITY EXPOSURE, UNCERTAINTY OF MARKET ACCEPTANCE, COMPETITION, TECHNOLOGICAL CHANGE, AND OTHER RISK FACTORS. IN SUCH INSTANCES, ACTUAL RESULTS COULD DIFFER MATERIALLY AS A RESULT OF A VARIETY OF FACTORS, INCLUDING THE RISKS ASSOCIATED WITH THE EFFECT OF CHANGING ECONOMIC CONDITIONS AND OTHER RISK FACTORS DETAILED IN THE COMPANY'S SECURITIES AND EXCHANGE COMMISSION FILINGS.