UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

x QUARTERLY REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2008

OR

o TRANSITION REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number 0-32353

ZIOPHARM Oncology, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware	**84-1475642**
(State or Other Jurisdiction of Incorporation or Organization)	(IRS Employer Identification No.)
1180 Avenue of the Americas, 19th Floor, New York, NY	**10036**
(Address of Principal Executive Offices)	(Zip Code)

(646) 214-0700
(Registrant's Telephone Number, Including Area Code)

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

Indicate by check mark 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 x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerate filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer x	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

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

As of July 30, 2008, there were 21,373,964 shares of the issuer's common stock, $.001 par value per share, outstanding.

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PART I - FINANCIAL INFORMATION

ZIOPHARM Oncology, Inc.
(A Development Stage Enterprise)
Balance Sheets

	June 30, 2008 (Unaudited)	December 31, 2007 (Unaudited)
ASSETS		
Current assets:		
Cash and cash equivalents	$ 21,087,264	$ 35,028,798
Prepaid expenses and other current assets	237,908	498,864
Total current assets	**21,325,172**	**35,527,662**
Property and equipment, net	674,714	746,421
Deposits	98,897	95,497
Other non-current assets	359,651	356,881
Total assets	**$ 22,458,434**	**$ 36,726,461**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 1,900,291	$ 2,909,170
Accrued expenses	4,281,177	3,396,480
Total current liabilities	**6,181,468**	**6,305,650**
Deferred rent	**60,430**	**50,988**
Total liabilities	**6,241,898**	**6,356,638**
Commitments and contingencies		
Stockholders' equity:		
Common stock, $.001 par value; 280,000,000 shares authorized; 21,398,964 and 21,298,964 shares issued and outstanding at June 30, 2008 and December 31, 2007, respectively	21,399	21,299
Preferred stock, $0.01 par value; 30,000,000 shares authorized and no shares issued and outstanding	-	-
Additional paid-in capital	70,644,632	69,674,151
Warrants issued	20,503,894	20,503,894
Deficit accumulated during the development stage	(74,953,389)	(59,829,521)
Total stockholders' equity	**16,216,536**	**30,369,823**
Total liabilities and stockholders' equity	**$ 22,458,434**	**$ 36,726,461**

ZIOPHARM Oncology, Inc.
(A Development Stage Enterprise)
Statements of Operations
For the three and six months ended June 30, 2008 and 2007 (unaudited) and for the period from inception (September 9, 2003) through June 30, 2008 (unaudited)

	For the three months ended June 30, 2008 (unaudited)	For the three months ended June 30, 2007 (unaudited)	For the six months ended June 30, 2008 (unaudited)	For the six months ended June 30, 2007 (unaudited)	For the Period from Inception (September 9, 2003) through June 30, 2008 (unaudited)
Research contract revenue	$ -	$ -	$ -	$ -	$ -
Operating expenses and other income:					
Research and development, including costs of research contracts	4,266,059	4,347,610	10,340,636	7,774,123	47,445,030
General and administrative	2,349,529	2,847,973	5,094,230	4,837,991	31,328,524
Total operating expenses	6,615,588	7,195,583	15,434,866	12,612,114	78,773,554
Loss from operations	(6,615,588)	(7,195,583)	(15,434,866)	(12,612,114)	(78,773,554)
Interest income	114,814	650,382	310,998	1,026,227	3,820,165
Net loss	$ (6,500,774)	$ (6,545,201)	$ (15,123,868)	$ (11,585,887)	$ (74,953,389)
Basic and diluted net loss per share	$ (0.31)	$ (0.31)	$ (0.71)	$ (0.60)	
Weighted average common shares outstanding used to compute basic and diluted net loss per share	21,228,964	21,182,948	21,228,964	19,419,729	

ZIOPHARM Oncology, Inc.
(A Development Stage Enterprise)
Statements of Cash Flows
For the six months ended June 30, 2008 and 2007 and for the period from inception (September 9, 2003) through June 30, 2008 (unaudited)

	For the six months ended June 30, 2008 (unaudited)	For the six months ended June 30, 2007 (unaudited)	For the period from inception (September 9, 2003) through June 30, 2008 (unaudited)
Cash flows from operating activities:			
Net loss	$ (15,123,868)	$ (11,585,887)	$ (74,953,389)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	189,425	182,310	931,883
Non-cash stock-based compensation	970,581	735,751	6,093,698
Loss on disposal of fixed assets	302	-	8,725
Change in operating assets and liabilities:			
(Increase) decrease in:			
Prepaid expenses and other current assets	260,956	(355,025)	(237,908)
Other noncurrent assets	(2,770)	(123,398)	(359,651)
Deposits	(3,400)	(41,412)	(98,897)
Increase (decrease) in:			
Accounts payable	(1,008,879)	712,687	1,900,291
Accrued expenses	884,697	172,893	4,281,177
Deferred rent	9,442	2,547	60,430
Net cash used in operating activates	(13,823,514)	(10,299,534)	(62,373,641)
Cash flows from investing activities:			
Purchases of property and equipment	(118,720)	(392,159)	(1,616,022)
Proceeds from sale of property and equipment	700	-	700
Decrease in short-term investments	-	1,555,164	-
Net cash provided by (used in) investing activities	(118,020)	1,163,005	(1,615,322)
Cash flows from financing activities:			
Proceeds from the exercise of stock options	-	-	65,596
Stockholders' capital contribution	-	-	500,000
Proceeds from issuance of common stock and warrants, net	-	28,970,915	67,751,035
Proceeds from issuance of preferred stock, net	-	-	16,759,596
Net cash provided by financing activities	-	28,970,915	85,076,227
Net increase (decrease) in cash and cash equivalents	(13,941,534)	19,834,386	21,087,264
Cash and cash equivalents, beginning of period	35,028,798	26,855,450	-
Cash and cash equivalents, end of period	$ 21,087,264	$ 46,689,836	$ 21,087,264
Supplementary disclosure of cash flow information:			
Cash paid for interest	$ -	$ -	$ -
Cash paid for income taxes	$ -	$ -	$ -
Supplementary disclosure of noncash investing and financing activities:			
Warrants issued to placement agents and investors, in connection with with private placement	$ -	$ 5,432,793	$ 20,208,217
Preferred stock conversion to common stock	$ -	$ -	$ 16,759,596
Warrants converted to common shares	$ -	$ -	$ 17,844

ZIOPHARM Oncology, Inc.
(A Development Stage Enterprise)
Statement of Changes in Convertible Preferred Stock and Stockholders' Equity (Deficit)
for the period from inception (September 9, 2003) through June 30, 2008 (unaudited)

	Convertible Preferred Stock and Warrants			Stockholder's Equity (Deficit)					
	Series A Convertible Preferred Stock		Warrants to Purchase Series A Convertible Preferred Stock	Common Stock				Deficit Accumulated	Total
	Shares	Amount	Warrants	Shares	Amount	Additional Paid-in Capital	Warrants	During The Development Stage	Stockholders' Equity/ (Deficit)
Stockholders' contribution, September 9, 2003	-	$ -	$ -	250,487	$ 250	$ 499,750	$ -	$ -	$ 500,000
Net loss	-	-	-	-	-	-	-	(160,136)	(160,136)
Balance at December 31, 2003	-	-	-	250,487	250	499,750	-	(160,136)	339,864
Issuance of common stock	-	-	-	2,254,389	2,254	4,497,746	-	-	4,500,000
Issuance of common stock for services	-	-	-	256,749	257	438,582	-	-	438,839
Fair value of options/warrants issued for nonemployee services	-	-	-	-	-	13,240	251,037	-	264,277
Net loss	-	-	-	-	-	-	-	(5,687,297)	(5,687,297)
Balance at December 31, 2004	-	-	-	2,761,625	2,761	5,449,318	251,037	(5,847,433)	(144,317)
Issuance of Series A convertible preferred stock (net of expenses of $1,340,263 and warrant cost of $1,682,863)	4,197,946	15,076,733	-	-	-	-	-	-	-
Fair value of warrants to purchase Series A convertible preferred stock	-	-	1,682,863	-	-	-	-	-	-
Issuance of Common stock to EasyWeb Shareholders	-	-	-	189,922	190	(190)	-	-	-
Conversion of Series A convertible preferred stock @ $0.001 into $0.001 common stock on September 13, 2005 at an exchange ratio of .500974	(4,197,946)	(15,076,733)	(1,682,863)	4,197,823	4,198	15,072,535	1,682,863	-	16,759,596
Issuance of common stock for options	-	-	-	98,622	99	4,716		-	4,815
Fair value of options/warrants issued for nonemployee services	-	-	-	-	-	54,115	44,640	-	98,755
Net loss	-	-	-	-	-	-	-	(9,516,923)	(9,516,923)
Balance at December 31, 2005	-	-	-	7,247,992	7,248	20,580,494	1,978,540	(15,364,356)	7,201,926
Issuance of common stock in private placement, net of expenses $2,719,395	-	-	-	7,991,256	7,991	21,179,568	-	-	21,187,559
Issuance of warrants	-	-	-	-	-	-	13,092,561	-	13,092,561
Issuance of common stock for services rendered	-	-	-	25,000	25	106,225	-	-	106,250
Stock based compensation for employees	-	-	-	-	-	2,776,408	-	-	2,776,408
Issuance of common stock due to exercise of stock options	-	-	-	5,845	6	25,186	-	-	25,192
Issuance of common stock due to exercise of stock warrants	-	-	-	2,806	3	(3)	-	-	-
Net loss	-	-	-	-	-	-	-	(17,856,919)	(17,856,919)
Balance at December 31, 2006	-	-	-	15,272,899	15,273	44,667,878	15,071,101	(33,221,275)	26,532,977
Issuance of common stock in private placement, net of expenses $1,909,090	-	-	-	5,910,049	5,910	23,532,212	-	-	23,538,122
Issuance of warrants	-	-	-	-	-	-	5,432,793	-	5,432,793
Stock-based compensation for employees	-	-	-	-	-	1,318,096	-	-	1,318,096
Stock-based compensation for non-employee	-	-	-	-	-	120,492	-	-	120,492
Issuance of common stock due to exercise of stock options	-	-	-	46,016	46	35,543	-	-	35,589
Issuance of restricted stock	-	-	-	70,000	70	(70)	-	-	-
Net loss	-	-	-	-	-	-	-	(26,608,246)	(26,608,246)
Balance at December 31, 2007	-	-	-	21,298,964	21,299	69,674,151	20,503,894	(59,829,521)	30,369,823
Stock-based compensation for employees	-	-	-	-	-	970,581	-	-	970,581
Issuance of restricted stock	-	-	-	100,000	100	(100)	-	-	-
Net loss	-	-	-	-	-	-	-	(15,123,868)	(15,123,868)
Balance at June 30, 2008	-	$ -	$ -	21,398,964	$ 21,399	$ 70,644,632	$ 20,503,894	$ (74,953,389)	$ 16,216,536

Item 1. UNAUDITED FINANCIAL STATEMENTS

ZIOPHARM Oncology, Inc.
Notes to Unaudited Financial Statements

1. BASIS OF PRESENTATION AND OPERATIONS

The financial statements included herein have been prepared by ZIOPHARM Oncology, Inc. ("ZIOPHARM" or the "Company") without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, the accompanying unaudited financial statements include all adjustments (consisting of normal recurring adjustments) necessary to present fairly the financial position, results of operations and cash flows of the Company at the dates and for the periods indicated. The unaudited financial statements included herein should be read in conjunction with the audited financial statements and the notes thereto included in ZIOPHARM Oncology, Inc.'s Form 10-KSB filed on February 21, 2008 for the fiscal year ended December 31, 2007.

ZIOPHARM is a development stage biopharmaceutical company that seeks to acquire, develop and commercialize, on its own or with other commercial partners, products for the treatment of important unmet medical needs in cancer.

The Company has operated at a loss since its inception in 2003 and has no revenues. The Company anticipates that losses will continue for the foreseeable future. At June 30, 2008, the Company's accumulated deficit was approximately $75.0 million. The Company's ability to continue operations after its current cash resources are exhausted depends on its ability to obtain additional financing and achieve profitable operations, as to which no assurances can be given. Cash requirements may vary materially from those now planned because of changes in the focus and direction of our research and development programs, competitive and technical advances, patent developments or other developments. Additional financing will be required to continue operations after we exhaust our current cash resources and to continue our long-term plans for clinical trials and new product development.

The results disclosed in the Statements of Operations for the three and six months ended June 30, 2008 are not necessarily indicative of the results to be expected for the full year.

2. RECENT ACCOUNTING PRONOUNCEMENTS

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards No. 157, *Fair Value Measurements* ("SFAS 157"). This statement is effective for financial statements issued for fiscal years beginning after November 15, 2007. On February 6, 2008, the FASB announced it will issue a FASB Staff Position (FSP) to allow a one-year deferral of adoption of SFAS 157 for nonfinancial assets and nonfinancial liabilities that are recognized at fair value on a nonrecurring basis. SFAS 157 provides a common fair value hierarchy for companies to follow in determining fair value measurements in the preparation of financial statements and expands disclosure requirements relating to how such fair value measurements were developed. SFAS 157 clarifies the principle that fair value should be based on the assumptions that the marketplace would use when pricing an asset or liability, rather than company specific data. This statement became effective for the Company on January 1, 2008. Adoption of this new standard did not have a material impact on the Company's financial position, results of operations or cash flows.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Liabilities, Including an amendment of FASB Statement No. 115* ("SFAS 159"). This statement permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. SFAS 159 is effective as of the beginning of fiscal 2008. This statement became effective for the Company on January 1, 2008. Adoption of this new standard did not have a material impact on the Company's financial position, results of operations or cash flows.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), *Business Combinations* ("SFAS 141(R)"). SFAS 141(R) expands the definition of a business combination and requires the fair value of the purchase price of an acquisition, including the issuance of equity securities, to be determined on the acquisition date. SFAS141(R) also requires that all assets, liabilities, contingent considerations, and contingencies of an acquired business be recorded at fair value at the acquisition date. In addition, SFAS 141(R) requires that acquisition costs generally be expensed as incurred, restructuring costs generally be expensed in periods subsequent to the acquisition date, changes in accounting for deferred tax asset valuation allowances be expensed after the measurement period, and acquired income tax uncertainties be expensed after the measurement period. SFAS 141(R) is effective for fiscal years beginning after December 15, 2008 with early adoption prohibited. The Company expects that the adoption of this new standard will not have a material impact on the Company's financial position, results of operations or cash flows.

2. RECENT ACCOUNTING PRONOUNCEMENTS…CONTINUED

In December 2007, the FASB issued Statement No. 160, *Noncontrolling Interests in Consolidated Financial Statements—an amendment of Accounting Research Bulletin No. 51* ("SFAS 160"). SFAS 160 requires a company to clearly identify and present ownership interests in subsidiaries held by parties other than the company in the consolidated financial statements within the equity section but separate from the company's equity. It also requires the amount of consolidated net income attributable to the parent and to the noncontrolling interest be clearly identified and presented on the face of the consolidated statement of income; changes in ownership interest be accounted for similarly, as equity transactions; and when a subsidiary is deconsolidated, any retained noncontrolling equity investment in the former subsidiary and the gain or loss on the deconsolidation of the subsidiary be measured at fair value. This statement is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. Earlier adoption is prohibited. The Company expects that the adoption of this new standard will not have a material impact on the Company's financial position, results of operations or cash flows.

In March 2008, the FASB issued Statement No. 161, Disclosures about Derivative Instruments and Hedging Activities ("SFAS 161"). SFAS No. 161 expands the disclosure requirements in SFAS No. 133, Accounting for Derivative Instruments and Hedging Activities about an entity's derivative instruments and hedging activities. SFAS No. 161 is effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. We are currently evaluating the impact SFAS No. 161 is not expected to have a material impact on our financial statements.

In May 2008, the FASB issued Statement No. 162, The Hierarchy of Generally Accepted Accounting Principles ("SFAS 162"). FAS 162 identifies the sources of accounting principles and the framework for selecting the principles to be used in the preparation of financial statements of non-governmental entities that are presented in conformity with GAAP. SFAS 162 directs the GAAP hierarchy to the entity, not the independent auditors, as the entity is responsible for selecting accounting principles for financial statements that are presented in conformity with GAAP. SFAS 162 is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to remove the GAAP hierarchy from the auditing standards. SFAS 162 is not expected to have a material impact on our financial statements.

3. STOCK-BASED COMPENSATION AND STOCK OPTION PLAN

Stock-based Compensation Expense

On January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123(R) ("SFAS 123R") Share-Based Payment, using the modified prospective method, which results in the provision of SFAS 123R only being applied to the consolidated financial statements on a going-forward basis (that is, the prior period results have not been restated). Under the fair value recognition provisions of SFAS 123R, stock-based compensation cost is measured at the grant date based on the value of the award using the Black Scholes Model and is recognized as expense over the service period. Previously, the Company had followed Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employee* , and related interpretations which resulted in account for employee share options at their intrinsic value in the financial statements.

The Company recognized the full impact of its share-based payment plans in the statements of operations for the three and six months ended June 30, 2008 and 2007 under SFAS 123R and did not capitalize any such costs on the balance sheets. The following table presents share-based compensation expense included in the Company's statement of operations:

	Three months ended June 30, 2008	Three months ended June 30, 2007	Six months ended June 30, 2008	Six months ended June 30, 2007
Research and development, including costs of research contracts	$ 204,857	$ 229,048	$ 384,968	$ 372,258
General and administrative	298,168	183,009	585,613	363,493
Share based compensation expense before tax	503,025	412,057	970,581	735,751
Income tax benefit	-	-	-	-
Net compensation expense	$ 503,025	$ 412,057	$ 970,581	$ 735,751

3. STOCK-BASED COMPENSATION AND STOCK OPTION PLAN…CONTINUED

Stock Option Plan

The Company has adopted the 2003 Stock Option Plan (the "Plan"), under which the Company had reserved for the issuance of 1,252,436 shares of its Common Stock. The Plan was approved by the Company's stockholders on December 21, 2004. On April 25, 2007 and April 26, 2006, the dates of the Company's annual stockholders meetings, the Company's stockholders approved amendments to the Plan increasing the total shares reserved by 2,000,000 and 750,000 shares, respectively, for a total of 4,002,436 shares. As of June 30, 2008 there were 2,880,500 shares that are issuable under the Plan upon exercise of outstanding options to purchase common stock and an additional 170,000 shares of restricted stock had been issued under the Plan.

Stock Options

As of June 30, 2008, the Company had issued to employees outstanding options to purchase up to 2,400,076 shares of the Company's common stock. In addition, the Company has issued to directors options to purchase up to 480,174 shares of the Company's common stock, as well as options to a consultant in connection with services rendered to purchase up to 250 shares of the Company's common stock.

Currently, stock options are granted with an exercise price equal to the closing market price of the Company's common stock on the day before the date of grant. Stock options to employees generally vest ratably over three years and have contractual terms of ten years. Stock options to directors generally vest ratably over two or three years and have contractual terms of ten years. Stock options are valued using the Black-Scholes option valuation method and compensation is recognized based on such fair value over the period of vesting on a straight-line basis. The Company has also reserved an aggregate of 45,823 additional shares for issuance under options granted outside of the Plan.

During the three and six months ended June 30, 2008, the Company granted 60,000 and 161,000 options, respectively. Also during the three and six months ended June 30, 2008, the Company cancelled 14,166 and 77,500 options, respectively, while no options were exercised, under the 2003 Stock Option plan, in this period. During the three and six months ended June 30, 2007, the Company granted 410,750 and 429,250 options, respectively. During the three and six months ended June 30, 2007, the Company cancelled 10,000 and 88,241 options, respectively, while no options were exercised, under the 2003 Stock Option plan, in this period. During the six months June 30, 2007, the Company entered into a termination agreement with an employee which accelerated the vesting of an employee's previously granted options. The Company recorded a charge of $41,663 in the six months ended June 30, 2007 as a result of the acceleration. These accelerated options have expired without exercise and the Company cancelled the options in the six-month period ending June 30, 2007.

The fair value of each option award is estimated on the date of grant using the Black-Scholes option-pricing model. Assumptions regarding volatility, expected term, dividend yield and risk-free interest rate are required for the Black-Scholes model. Volatility and expected term assumptions are based on comparable Company's historical experience. The risk-free interest rate is based on a U.S. treasury note with a maturity similar to the option award's expected life. The assumptions used to value options granted during the three and six months ended June 30, 2008 are as follows, volatility of 94 - 96%, expected life of approximately 5 years, a dividend yield of 0%, and a risk-free interest rate of 2.48 – 3.49%.

Stock option activity under the Plan for the six-month period ended June 30, 2008 was as follows:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding, January 1, 2008	2,797,000	$ 3.81		
Granted	161,000	2.72		
Exercised	—	—		
Canceled	77,500	4.77		
Outstanding, June 30, 2008	2,880,500	$ 3.73	8.08	$ 624,963
Options exercisable, June 30, 2008	1,544,083	$ 3.70	7.17	$ 624,363

Stock options granted in the three and six months ended June 30, had weighted-average grant date fair values of $1.57 and $1.99 in 2008 and $3.54 and $3.56 in 2007, respectively. At June 30, 2008, total unrecognized compensation costs related to non-vested stock options outstanding amounted to $2,593,272. The cost is expected to be recognized over a weighted-average period of 1.49 years.

3. STOCK-BASED COMPENSATION AND STOCK OPTION PLAN…CONTINUED

Restricted Stock

During the six months ended June 30, 2008, 100,000 shares of restricted stock were issued to an employee which vest in equal annual installments over a three year period. During the year ended December 31, 2007, the Company issued 70,000 shares of restricted stock to several employees which will vest entirely on December 1, 2008. During the three and six months ended June 30, 2008, $74,858 and $147,387 of compensation expense was recognized. A summary of the status of non-vested restricted stock as of June 30, 2008 is as follows:

	Restricted Stock	Weighted-Average Grant Date Fair Value
Non-vested at January 1, 2008	70,000	$ 2.73
Granted	100,000	3.25
Vested	—	—
Canceled	—	—
Non-vested at June 30, 2008	170,000	$ 3.04

As of June 30, 2008, there was $328,644 of total unrecognized stock-based compensation expense related to non-vested restricted stock arrangements granted under the 2003 Plan. The expense is expected to be recognized over a weighted-average period of 1.27 years.

4. INCOME TAXES

The Company adopted Financial Interpretation Number 48, "Accounting for Uncertain Tax Positions" on January 1, 2007. FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with FASB Statement No. 109," Accounting for Income Taxes." FIN 48 prescribes a recognition threshold and measurement of a tax position taken or expected to be taken in a tax return. The Company did not establish any additional reserves for uncertain tax liabilities upon adoption of FIN 48. No adjustment to the Company's uncertain tax positions have been made in the three and six months ending June 30, 2008.

The Company has not recognized any interest and penalties in the statement of operations because of the Company's net operating losses and tax credits that are available to be carried forward. When necessary, the Company will account for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Company does not expect the amounts of unrecognized benefits will change significantly within the next twelve months.

The Company is currently open to audit under the statute of limitations by the Internal Revenue Service and state jurisdictions for the years ended December 31, 1999 through the current period.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS

Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains statements that are not historical, but are forward-looking in nature, including statements regarding the expectations, beliefs, intentions or strategies regarding the future. In particular, the "Management's Discussion and Analysis" section in Part I, Item 2 of this Quarterly Report includes forward-looking statements that reflect our current views with respect to future events and financial performance. We use words such as we "expect," "anticipate," "believe," and "intend" and similar expressions to identify forward-looking statements. A number of important factors could, individually or in the aggregate, cause actual results to differ materially from those expressed or implied in any forward-looking statements. Such factors include, but are not limited to, our ability to successfully develop or commercialize our product candidates, our ability to obtain additional financing, our ability to develop and maintain customer relationships, regulatory developments relating to and the general success of our products, and our ability to protect our proprietary technology. Other risks are described under the section entitled "Risk Factors" in our Current Report on Form 10-KSB filed on February 21, 2008.

Overview:

ZIOPHARM Oncology, Inc. is a biopharmaceutical company that is seeking to develop a diverse, risk-sensitive portfolio of in-licensed cancer drugs that address unmet medical needs. Our principal focus is on the licensing and development of proprietary small molecule drug candidates which can be administered by intravenous ("IV") and oral dosing and which can offer enhanced patient benefit as compared to related, but mechanistically different, cancer therapeutics on the market and in development. We believe this strategy will result in lower risk and expedited drug development programs. We expect to commercialize our products through partnerships with other companies with the requisite financial resources to bring these products through clinical trials to commercialization. Currently, we are in Phase I and/or II studies for three product candidates known as darinaparsin ("ZIO-101"), palifosfamide ("ZIO-201") and indibulin ("ZIO-301"):

- Darinaparsin is an organic arsenic compound covered by issued patents and pending patent applications in the U.S. and in foreign countries. A form of commercially available inorganic arsenic (arsenic trioxide [Trisenox ®]; "ATO") has been approved in the United States and the European Union for the treatment of acute promyelocytic leukemia ("APL"), a precancerous condition. ATO is on the compendia listing for the therapy of multiple myeloma, and has been studied for the treatment of various other cancers. Nevertheless, ATO has been shown to be toxic to the heart, liver, and brain, which limits its use as an anti-cancer agent. Inorganic arsenic has also been shown to cause cancer of the skin and lung in humans. The toxicity of arsenic is generally correlated to its accumulation in organs and tissues. Our preclinical and clinical studies to date have demonstrated that darinaparsin is considerably less toxic than inorganic arsenic, particularly with regard to cardiac toxicity. *In vitro* testing of darinaparsin using the National Cancer Institute's human cancer cell panel detected activity against lung, colon, brain, melanoma, ovarian, and kidney cancer. Moderate activity was detected against breast and prostate cancer. In addition to solid tumors, *in vitro* testing in both the National Cancer Institute's cancer cell panel and *in vivo* testing in a leukemia animal model demonstrated substantial activity against hematological cancers (cancers of the blood and blood-forming tissues) such as leukemia, lymphoma, myelodysplastic syndromes, and multiple myeloma. Preclinical studies have also established anti-angiogenic properties of darinaparsin, provided support for the development of an oral form of the drug, and established synergy of darinaparsin in combination with other approved anti-cancer agents.

Phase I testing of the intravenous form of darinaparsin in solid tumors and hematological cancers has been completed. The Company has reported clinical activity and, importantly, a safety profile from these studies as predicted by preclinical results. The Company is nearing completion of Phase II studies in advanced myeloma, in certain other hematological cancers, and primary liver cancer. In addition, the Company has recently initiated two Phase I studies with an oral form of darinaparsin. Preliminary favorable results from the trial with IV-administered darinaparsin in hematologic cancers have been reported. Initial study results indicate efficacy and a favorable safety profile in various types of blood cancers. This ongoing Phase II trial, as well as one of the two trials with orally administered drug, will now be focused on non-Hodgkin's lymphoma. The Company is actively seeking a partner or partners to progress the program.

· Several proprietary forms of palifosfamide, or isophosphoramide mustard (“IPM”), the active metabolite of ifosfamide that is also chemically related to the active metabolite of cyclophosphamide, have been developed. Patent applications for pharmaceutical composition and method of use have been filed in the U.S. and internationally. Like cyclophosphamide and ifosfamide, palifosfamide is an alkylating agent. The Company believes that cyclophosphamide is the most widely used alkylating agent in cancer therapy, with significant use in the treatment of breast cancer and non-Hodgkin’s lymphoma. Ifosfamide has been shown to be effective at high doses in the treatment of sarcoma and lymphoma, either by itself or in combination with other anticancer agents. Unlike cyclophosphamide, ifosfamide is approved by the U.S. Food and Drug Administration ("FDA") only as a treatment for testicular cancer. Although ifosfamide-based treatment generally represents the standard of care for sarcoma, it is not licensed for this indication by the FDA. Preclinical studies have shown that palifosfamide has activity against leukemia and solid tumors. These studies also indicate that palifosfamide may have a better safety profile than ifosfamide or cyclophosphamide because it does not appear to produce known toxic metabolites, such as acrolein and chloroacetaldehyde. Acrolein, which is toxic to the kidneys and bladder, can mandate the administration of a protective agent called mesna, which is inconvenient and expensive. Chloroacetaldehyde is toxic to the central nervous system, causing “fuzzy brain” syndrome for which there is currently no protective measure. Similar toxicity concerns pertain to high-dose cyclophosphamide, which is widely used in bone marrow and blood cell transplantation. Palifosfamide has evidenced activity against ifosfamide- and/or cyclophosphamide-resistant cancer cell lines. Also in preclinical cancer models, encouraging results have been obtained with palifosfamide in combination with doxorubicin, an agent approved to treat sarcoma.

Phase II testing of the intravenous form of palifosfamide as a single agent to treat advanced sarcoma has been completed. In both Phase I and Phase II testing, palifosfamide has been administered without the “uroprotectant” mesna, and the toxicities associated with acrolein and chloroacetaldehyde have not been observed. Kidney toxicity, however, in the form of Fanconi’s Syndrome has been identified as the dose limiting toxicity. The Company has reported clinical activity in the single agent Phase II study. Following review of the preclinical combination studies, clinical data, and discussion with sarcoma experts, the Company has initiated a Phase I study of palifosfamide in combination with doxorubicin in patients with soft tissue sarcoma. The Company is now preparing a Phase II randomized study designed to compare doxorubicin plus palifosfamide to doxorubicin alone in patients with front and second-line soft tissue sarcoma to be initiated in the third quarter of 2008. The Company is developing an oral form of palifosfamide to be studied clinically following completion of additional preclinical studies and with further data from the IV trials.

- Indibulin is a novel, orally available small molecular-weight inhibitor of tubulin polymerization that was acquired from Baxter Healthcare. The microtubule component, tubulin, is one of the more well-established drug targets in cancer. Microtubule inhibitors interfere with the dynamics of tubulin polymerization, resulting in inhibition of chromosome segregation during mitosis and consequently inhibition of cell division. A number of marketed IV anticancer drugs target tubulin, such as the taxane family members, paclitaxel (Taxol ®, Abraxane®), docetaxel (Taxotere ®) , and the *Vinca* alkaloid family members, vincristine and vinorelbine. This class of agents is typically the mainstay of therapy in a wide variety of indications. In spite of their effectiveness, the use of these drugs is associated with significant toxicities, notably peripheral neurotoxicity.

  Preclinical studies with indibulin demonstrate significant and broad antitumor activity, including activity against taxane-refractory cell lines. The cytotoxic activity of indibulin was demonstrated in several rodent and human tumor cell lines derived from prostate, brain, breast, pancreas, lung, ovary, and cervical tumor tissues and in rodent tumor and human tumor xenograft models. In addition, indibulin was effective against multidrug resistant tumor cell lines (breast, lung, and leukemia) both *in vitro* and *in vivo*. Indibulin is potentially safer than other tubulin inhibitors. No neurotoxicity has been observed at therapeutic doses in rodents and in the ongoing Phase I trials. Indibulin has also demonstrated synergy with approved anti-cancer agents in preclinical studies. The availability of an oral formulation of indibulin creates significant commercial opportunity because no oral formulations of paclitaxel or related compounds are currently on the market in the United States.

  There are three ongoing Phase I studies, which are nearing completion, in patients with advanced solid tumors. The Company has reported signs of clinical activity at well-tolerated doses using a continuous dosing scheme without the development of clinically relevant peripheral neuropathy. Following encouraging results obtained with indibulin in combination with erlotinib, and 5-FU in preclinical models, two Phase I/II combination studies have been initiated.

Although we intend to continue with clinical development of darinaparsin for lymphoma, palifosfamide for soft tissue sarcoma, and indibulin for solid tumors, the successful development of our product candidates is highly uncertain. Product development costs and timelines can vary significantly for each product candidate and are difficult to accurately predict. Various statutes and regulations also govern or influence the manufacturing, safety, labeling, storage, record keeping and marketing of each product. The lengthy process of seeking approval and the subsequent compliance with applicable statutes and regulations require the expenditure of substantial resources. Any failure by us to obtain, or any delay in obtaining, regulatory approvals could materially, adversely affect our business. To date, we have not received approval for the sale of any drug candidates in any market and, therefore, have not generated any revenues from our drug candidates.

Plan of Operation

Our plan of operation for the next twelve months is highly focused on completing the randomized Phase II trial for palifosfamide, partnering darinaparsin, and further establishing safety and drug activity with indibulin. We expect our principal expenditures during those 12 months to include:

- Clinical trial expenses, including the costs incurred with respect to the conduct of clinical trials for darinaparsin, palifosfamide and indibulin;
- Fees and milestone payments required under the license agreements relating to our existing product candidates;
- Costs related to the scale-up of palifosfamide and the manufacture of all three product candidates;
- Rent for our facilities; and
- General corporate and working capital, including general and administrative expenses.

We intend to use senior advisors, consultants, clinical research organizations, and other third parties to perform certain aspects of product development, manufacturing, clinical, and preclinical development, and regulatory, safety and quality assurance functions.

At our current and desired pace of development of darinaparsin, palifosfamide, indibulin, and with other adjustments in our staffing during the next twelve months, we expect to spend approximately $1.7 million on preclinical and regulatory expenses, $7.6 million on clinical expenses (including clinical trials and milestone payments that we expect to be triggered under the license agreements relating to our product candidates), approximately $4.2 million on manufacturing costs, approximately $500,000 on facilities, rent, and other facilities-related costs, and approximately $3.9 million on general corporate and working capital. With the proceeds from the common stock offering of February 23, 2007, we believe that we currently have sufficient capital that will take operations late into the third quarter of 2009.

Product Candidate Development and Clinical Trials

Intravenous darinaparsin , organic arsenic, has been or is being tested in patients with advanced myeloma, other hematological malignancies, and liver cancer. Three separate Phase II trials are nearing completion. Recently reported positive results in patients with lymphoma has lead to the expansion of the hematological trial focusing on non-Hodgkin's lymphoma. Two Phase I trials with an oral formulation of darinaparsin are ongoing in solid tumors and one trial will now focus on lymphoma. The Company is in active discussions regarding partnering in certain geographies.

Intravenous palifosfamide , the proprietary form of isophosphoramide mustard, is being developed presently to treat soft tissue sarcoma. A Phase II trial in advanced sarcoma has been completed. A Phase I trial in combination with doxorubicin has commenced. We expect to initiate a randomized Phase II controlled trial designed to compare palifosfamide in combination with doxorubicin to doxorubicin alone in front or second-line treatment of soft tissue sarcoma in the second half of 2008. An oral formulation has been developed preclinically and, following further IV study results and additional preclinical study, we expect to initiate a Phase I trial of the oral formulation. Technology transfer and scale-up for the commercial manufacture of the active pharmaceutical ingredient and final product specification will continue.

Indibulin , a novel anti-cancer agent that targets mitosis by inhibiting tubulin polymerization, is administered as an oral formulation. Indibulin has completed a Phase I trial in Europe and a separate Phase I trial using continuous dosing is nearing completion in the United States. A third trial to determine drug activity using PET imaging in the United States is also near completion. The Phase I portion of a Phase I/II trial in combination with Tarceva ® has been initiated, and a second Phase I/II combination trial with Xeloda® has also been initiated.

Results of Operations for the three and six months ended June 30, 2008 versus June 30, 2007

Revenues. We had no revenues for either of the three and six-month periods ended June 30, 2008 and 2007.

Research and development expenses. For the three-month period ended June 30, 2008, research and development expenses decreased by $81,551, or 1.9%, to $4,266,059 from $4,347,610 in the three-month period ended June 30, 2007. Decreased research and development expenses in the current period are primarily attributable to a decrease in clinical trial, regulatory and related activities in the current quarter. For the six-month period ended June 30, 2008, research and development expenses increased by $2,566,513, or 33.1%, to $10,340,636 from $7,774,123 in the six-month period ended June 30, 2007. Increased research and development expenses in the current year period are primarily attributable to an approximately $444,000 increase in the cost of clinical trials, regulatory, and preclinical related expenses and an increase of approximately $1.8 million in manufacturing related costs. Additionally, the increase in expenses is also attributable to an increase of approximately $741,000 in payroll and employee related costs, which includes stock compensation expense related to stock options and restricted stock. These increases were slightly offset by the decrease of $625,000 in milestone payments during the six months ended June 30, 2008 compared with the same period of 2007.

General and administrative expenses. For the three-month period ended June 30, 2008, general and administrative expenses decreased by $498,444, or 17.5%, to $2,349,529 from $2,847,973 in the three-month period ended June 30, 2007. The decrease is primarily attributable to a decrease of approximately $325,000 in investor relations and financial consulting costs, decrease of approximately $175,000 in patent expenses and a decrease of approximately $73,000 in recruiting expenses. These decreases were slightly offset by an increase of approximately $114,000 in stock compensation expense related to stock options and restricted stock. For six-month period ended June 30, 2008, general and administrative expenses increased by $256,239, or 5.3%, to $5,094,230 from $4,837,991 in the six-month period ended June 30, 2007. The increase is attributable to an increase of approximately $124,000 in legal and patent related fees, approximately $196,000 in payroll and employee related costs, and approximately $222,000 in stock compensation expense related to stock options and restricted stock. These increases were slightly offset by a decrease of approximately $326,000 in investor relations and financial consulting costs.

Other income (expense). Other income decreased by $535,568, or 82.3%, to $114,814 in the three-month period ended June 30, 2008 from $650,382 recorded in the three-month period ended June 30, 2007. Other income during the three-month periods ended June 30, 2008 and 2007, respectively, was comprised of interest income. The decrease is due to a lower average cash balance and a precipitous drop in the return from our investment in U.S. treasury funds as compared to the previous period. Other income decreased by $715,229 or 69.7% to $310,998 in the six-month period ended June 30, 2008 from $1,026,227 recorded in the six-month period ended June 30, 2007. Other income during the six-month periods ended June 30, 2008 and 2007, respectively, was comprised of interest income. The decrease is due to a lower average cash balance and the drop in the return from our investment in U.S. treasury funds as compared to the previous period.

Net income (loss). For the reasons described above, the net loss decreased by $44,427, or 0.8%, to $6,500,774 in the three month period ended June 30, 2008 from $6,545,201 for the same period of 2007. The net loss increased $3,537,981, or 30.5%, to $15,123,868 in the six month period ended June 30, 2008 from $11,585,887 for the same period of 2007.

Liquidity and Capital Resources

As of June 30, 2008, we had approximately $21.1 million in cash and cash equivalents. We believe we currently have sufficient capital to fund development and commercialization activities of darinaparsin, palifosfamide, and indibulin late into the third quarter of 2009. Because our business does not generate any cash flow, however, we will need to raise additional capital to continue development of the product candidates beyond that time or to fund development efforts related to new product candidates. To the extent additional capital is not available when we need it, we may be forced to abandon some or all of our development and commercialization efforts, which would have a material adverse effect on the prospects of our business. Further, our assumptions relating to the expected costs of development and commercialization and timeframe for completion are dependent on numerous factors other than available financing, including significant unforeseen delays in the clinical trial and regulatory approval process, which could be extremely costly. In addition, our estimates assume that we will be able to enroll a sufficient number of patients in each clinical trial.

The Company anticipates that losses will continue for the foreseeable future. At June 30, 2008, the Company's accumulated deficit was approximately $75.0 million. The Company has incurred significant losses from operations and has an accumulated deficit that raises substantial doubt about the Company's ability to continue as a going concern. The Company's ability to continue operations after its current cash resources are exhausted depends on its ability to obtain additional financing and achieve profitable operations, as to which no assurances can be given. Our actual cash requirements may vary materially from those planned because of a number of factors including:

- Changes in the focus and direction of our research and development programs, including the acquisition and pursuit of development of new product candidates;
- Competitive and technical advances;
- Costs of commercializing any of the product candidates; and
- Costs of filing, prosecuting, defending and enforcing any patent claims and any other intellectual property rights, or other developments.

In order to continue our long-term plans for clinical trials and new product development, we will need to raise additional capital to continue to fund our research and development as well as operations after we exhaust our current cash resources. We expect to finance our cash needs through the sale of equity securities and strategic collaborations or debt financings or through other sources that may be dilutive to existing stockholders. There can be no assurance that any such financing can be realized by the Company, or if realized, what the terms thereof may be, or that any amount that the Company is able to raise will be adequate to support the Company's working capital requirements until it achieves profitable operations. If we are unable to raise additional funds when needed, we may not be able to market our products as planned or continue development and regulatory approval of our products, or we could be required to delay, scale back or eliminate some or all our research and development programs.

Since inception, our primary source of funding for our operations has been the private sale of our securities. During the six months ended June 30, 2007, we received gross proceeds of approximately $30.9 million ($28,970,915 net of cash issuance costs) as a result of a sale of an aggregate of 5,910,049 shares of the Company's common stock at a price of $5.225 per share in a private placement (the "2007 Offering"). In addition to these shares, the Company also issued to each investor a five-year warrant to purchase, at an exercise price of $5.75 per share, an additional number of shares of common stock equal to 20 percent of the shares purchased by such investor in the 2007 Offering. In the aggregate, these warrants entitle investors to purchase an additional 1,182,015 shares of common stock. The Company engaged Paramount BioCapital, Inc., Oppenheimer & Co. Inc., and Griffin Securities, Inc. (together, the "2007 Placement Agents") as placement agents in connection with the 2007 Offering. In consideration for their services, the Company paid the 2007 Placement Agents aggregate cash commissions of $1,630,800 and issued 5-year warrants to the 2007 Placement Agents and their designees to purchase an aggregate of 156,058 shares of the Company's common stock at an exercise price of $5.75 per share. In connection with the 2007 Offering, the Company also made cash payments of $222,000 and issued 5-year warrants to purchase 21,244 shares of the Company's common stock, at an exercise price of $5.75 per share, to a financial consultant pursuant to the non-circumvention provision of a prior agency agreement. The Company estimated the fair value of the warrants issued in the 2007 offering at $4,724,169 using the Black-Scholes model, using an assumed risk-free rate of 4.71% and an expected life of 5 years, volatility of 93% and a dividend yield of 0%. The total gross proceeds resulting from the 2007 Offering was approximately $30.9 million, before deducting selling commissions and expenses.

During the year ended December 31, 2006, we received gross proceeds of approximately $37 million ($34,280,121 net of cash issuance costs) as a result of the sale of an aggregate of 7,991,256 shares of common stock, at a price of $4.63 per share, in a private placement (the "2006 Offering") that was completed on May 3, 2006. In addition to these shares, the Company also issued to each investor a five-year warrant to purchase, at an exercise price of $5.56 per share, an additional number of shares of common stock equal to 30 percent of the shares purchased by such investor in the 2006 Offering. In the aggregate, these warrants entitle investors to purchase an additional 2,397,392 shares of common stock. The Company engaged Paramount BioCapital, Inc. and Griffin Securities, Inc. (the "Placement Agents") as co-placement agents in connection with the 2006 Offering. In consideration for their services, the Company paid the Placement Agents and certain selected dealers engaged by the Placement Agents aggregate cash commissions of $2,589,966 and issued 7-year warrants to the Placement Agents and their designees to purchase an aggregate of 799,126 shares at an exercise price of $5.09 per share. The Company also agreed to reimburse the Placement Agents for their accountable expenses incurred in connection with the 2006 Offering.

During the year ended December 31, 2005, we received $4,815 proceeds from the exercise of stock options and gross proceeds of approximately $18.1 million ($16.8 net of issuance costs) as a result of the sale by ZIOPHARM, Inc. of Series A Convertible Preferred Stock in a private placement transaction. During the twelve months ended December 31, 2004, we received proceeds of approximately $4.5 million as a result of the sale by ZIOPHARM, Inc. of common stock in a private placement transaction.

At June 30, 2008, working capital was approximately $15.1 million, compared to working capital of approximately $29.2 million at December 31, 2007. The decrease in working capital reflects the use of funds for operations.

Capital expenditures were approximately $118,000 for the six months ended June 30, 2008. We anticipate capital expenditures of approximately $300,000 for the fiscal year ended December 31, 2008.

The Company's significant lease obligation payable for the twelve months ended June 30:

	Payments due by Period					
	Total	**2009**	**2010**	**2011**	**2012**	**2013 and thereafter**
Operating leases	$ 1,347,464	$ 508,018	$ 431,633	$ 184,500	$ 191,250	32,063

Critical Accounting Policies and Significant Estimates

The preparation of financial statements requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. On an on-going basis, the Company evaluates its estimates, including those related to accounting for stock-based compensation and research and development activities. The Company bases its estimates on historical experience and on various other assumptions that are believed 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 from these estimates under difference assumptions or conditions.

Research and Development

Research and development expenses consist primarily of salaries and related personnel costs, fees paid to consultants and outside service providers for preclinical, clinical, and manufacturing development, legal expenses resulting from intellectual property prosecution and organizational affairs and other expenses relating to the design, development, testing, and enhancement of our product candidates. We expense our research and development costs as they are incurred. General and administrative expenses consist primarily of salaries and related expenses for executive, finance and other administrative personnel, recruitment expenses, professional fees and other corporate expenses, including business development and general legal activities.

Stock-based compensation

Our results include non-cash compensation expense as a result of the issuance of stock option and warrants grants. On January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123(R) ("SFAS 123R") Share-Based Payment, using the modified prospective method, which results in the provision of SFAS 123R only being applied to the consolidated financial statements on a going-forward basis (that is, the prior period results have not been restated). Under the fair value recognition provisions of SFAS 123R, stock-based compensation cost is measured at the grant date based on the value of the award using the Black Scholes Model and is recognized as expense over the service period. Previously, the Company had followed Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees*, and related interpretations which resulted in account for employee share options at their intrinsic value in the financial statements. The Company's most critical estimates consist of accounting for stock-based compensation.

Off-Balance Sheet Arrangements

We do not have any “off-balance sheet agreements,” as that term is defined by SEC regulation.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Our exposure to market risk is confined to our cash and cash equivalents. We have attempted to minimize risk by investing in low-risk treasury security funds and money market funds, with no security having an effective duration longer than 90 days. We are subject to risk due to general market conditions, which may adversely impact the carrying value of our treasury securities. If the market interest rate decreases by 100 basis points or 1%, the fair value of our cash and cash equivalents portfolio would have minimal to no impact on the carrying value of our portfolio. We did not hold any derivative instruments as of June 30, 2008, and we have never held such instruments in the past.

Item 4. CONTROLS AND PROCEDURES

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Securities Exchange Act of 1934 reports is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable and not absolute assurance of achieving the desired control objectives. In reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. In addition, the design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, a control may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Based on their evaluation as of June 30, 2008, our Chief Executive Officer and Chief Financial Officer, with the participation of management, have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934) are effective to ensure that the information required to be disclosed by us in the reports that we file or submit under the Securities and Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms.

During the quarter ended June 30, 2008, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

I **tem 1. Legal Proceedings**

No response required.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

No response required.

Item 3. Defaults Upon Senior Securities.

No response required.

Item 4. Submission of Matters to a Vote of Security Holders

The Company's Annual Meeting of Stockholders was held on April 23, 2008. The proposal submitted to our stockholders and the results of voting on such proposals were as noted below:

Proposal 1:

Election of Directors: The following eight persons were elected as directors for a one-year term expiring at the Annual Meeting to be held in 2009.

	Affirmative Votes	**Authority Withheld**	**Abstained**
Jonathan Lewis, M.D., Ph.D.	11,663,482	838,557	0
Richard E. Bagley	11,662,382	839,657	0
Murray Brennan, M.D.	12,457,603	44,436	0
James Cannon	12,457,603	44,436	0
Senator Wyche Fowler, Jr., J.D.	12,457,103	44,936	0
Gary S. Fragin	12,458,203	43,836	0
Timothy McInerney	12,460,596	41,443	0
Michael Weiser, M.D., Ph.D.	12,437,385	64,654	0

Proposal 2:

Ratification of Independent Auditors: The stockholders ratified the selection of Vitale, Caturano & Company, Ltd. as the independent registered public accounting firm of the Company for fiscal 2008. The voting results were as follows:

Affirmative Votes	**Votes Against**	**Abstentions**
12,462,217	17,313	22,509

Item 5. Other Information

No response required.

Item 6. EXHIBITS

Exhibit No.	Description
10.1 (*)	Employment Agreement dated as of June 25, 2008 between ZIOPHARM Oncology, Inc. and Richard E. Bagley.
31.1	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(*) Compensatory plan or arrangement.

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ZIOPHARM ONCOLOGY, INC.

Date: July 30, 2008

By: /s/ Jonathan Lewis

Jonathan Lewis, M.D., Ph.D.
Chief Executive Officer
(Principal Executive Officer)

Date: July 30, 2008

By: /s/ Richard Bagley

Richard Bagley
Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

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(*) Compensatory plan or arrangement.

Exhibit 10.1

EMPLOYMENT AGREEMENT

AGREEMENT (the "**Agreement**"), dated as of June 25, 2008, by and between ZIOPHARM Oncology, Inc., a Delaware corporation with principal executive offices at 1180 Avenue of the Americas, New York, NY 10036 (the "**Company**"), and RICHARD E. BAGLEY, residing at 197 Eighth Street, #503, Charlestown, MA 02129 (the "**Executive**").

W I T N E S S E T H:

WHEREAS, the Company desires to continue to employ the Executive as President of the Company, and the Executive desires to serve the Company in that capacity, upon the terms and subject to the conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Employment.

(a) Services. During the Term (as hereinafter defined), the Executive will be employed by the Company as its President and Chief Operating Officer. The Executive will report to the Chief Executive Officer of the Company and shall perform such duties as are consistent with the position of President and Chief Operating Officer of the Company (the **"Services"**). The Executive agrees to perform such duties faithfully, to use his best efforts to advance the best interests of the Company, to devote all of his business time, attention and energies to the business of the Company, and while he remains employed, not to engage in any other business activity, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, that will interfere with the performance by the Executive of his duties hereunder or the Executive's availability to perform such duties, or that will adversely affect, or negatively reflect upon, the Company.

(b) Directorship. The Company shall use its best efforts to cause the Executive to be elected as a member of the Board of Directors of the Company (the **"Board"**) throughout the Term (as defined below) and shall include him in the management slate for election as a director at every stockholders meeting during the Term at which his term as a director would otherwise expire. The Executive agrees to accept election, and to serve during the Term, as director of the Company, without any compensation therefor other than as specified in this Agreement.

(c) Acceptance. Executive hereby accepts such employment and agrees to render the Services.

2. Term.

The Executive's employment under this Agreement (the **"Term"**) shall commence as of July 1, 2008 and shall continue for a term of three (3) years, unless sooner terminated pursuant to Section 8 of this Agreement. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement governing protection of Confidential Information shall continue in effect as specified in Section 5 hereof and survive the expiration or termination hereof. The Term may be extended for additional one (1) year periods upon mutual written consent of the Executive and the Board.

3. Place of Performance.

The duties to be performed by the Executive hereunder shall be performed primarily at the offices of the Company in Navy Yard Plaza, Boston, Massachusetts, subject to reasonable travel requirements on behalf of the Company, or such other place as the Board may reasonably designate. The Executive acknowledges that the Company's executive offices are located in New York, New York, that the Company also maintains offices in New Haven, Connecticut, and that Executive will be required to travel frequently to such other offices of the Company.

4. Compensation. As full compensation for the performance by the Executive of his duties under this Agreement, the Company shall pay the Executive as follows:

(a) Base Salary. The Company shall pay Executive a salary (the "**Base Salary**") equal to Three Hundred Fifteen Thousand Dollars ($315,000) per year. Payment shall be made semi-monthly, on the fifteenth and the last day of each calendar month. The Board shall annually review the Base Salary to determine whether an increase in the amount thereof is warranted.

(b) Performance Bonus. The Executive shall receive a targeted performance bonus (the "**Performance Bonus**"), based on his performance as determined by the Board for each calendar year or partial calendar year during the Term (each a "**Bonus Calculation Year**"). The target amount of the Performance Bonus shall be $100,000 per annum ($50,000 for each of the partial calendar years ending December 31, 2008 and June 30, 2011), with the amount of the actual bonus payable each year determined in accordance with the provisions of **Schedule 4(b)** attached hereto. The amount so determined shall be payable within 30 days following December 31 of each calendar year during the Term (and partial calendar years ending December 31, 2008 and June 30, 2011), *provided* that the Executive remains employed by the Company on such date.

(c) Discretionary Bonus. At the sole discretion of the Board, the Executive shall be eligible to receive an additional annual bonus (the "**Discretionary Bonus**") in such amount as may be determined by the Board based upon his performance on behalf of the Company during each Bonus Calculation Year. The Discretionary Bonus, if any, shall be payable at such times and in such manner as the Board may determine in its sole discretion.

(d) Stock Options Awards. As additional compensation for the services to be rendered by the Executive pursuant to this Agreement, the Company shall grant the Executive an award of 60,000 options to purchase Common Stock of the Company ("Stock Options"), which grant shall be effective as of the date of this Agreement. The Stock Options shall be governed by the terms of the Company's Stock Option Plan, as the same may be amended from time to time, and shall vest, if at all, in three equal annual installments on June 25, 2009, June 25, 2010, and June 25, 2011, subject in each case to the provisions of Section 9 below. In connection with such grant, the Executive shall enter into a Stock Option Agreement with the Company, which will incorporate the foregoing vesting schedule and the Stock Option provisions contained in Section 9 below.

(e) Expenses. The Company shall reimburse the Executive for all reasonable out of pocket expenses incurred by the Executive in furtherance of the business and affairs of the Company, including reasonable travel and entertainment, upon timely receipt by the Company of appropriate vouchers or other proof of the Executive's expenditures and otherwise in accordance with any expense reimbursement policy as may from time to time be adopted by the Company. The Company's expense reimbursement policy generally requires that application for reimbursement be made as soon as practicable after the expense is incurred, but in no event more than one year after the date of the expense. Reimbursements are made by the Company no less frequently than monthly.

(f) Vacation. The Executive shall, during the Term, be entitled to a vacation of four (4) weeks per annum, in addition to holidays observed by the Company. The Executive shall not be entitled to carry any vacation forward to the next year of employment and shall not receive any compensation for unused vacation days.

(g) Other Benefits. The Executive shall be entitled to all rights and benefits for which he shall be eligible under any benefit or other plans (including, without limitation, dental, medical, medical reimbursement and hospital plans, pension plans, employee stock purchase plans, profit sharing plans, bonus plans and other so-called "fringe" benefits) as the Company shall make available to its senior executives from time to time. In addition, the Company shall reimburse the Executive for his reasonable professional dues.

5. Confidential Information and Inventions.

(a) The Executive recognizes and acknowledges that in the course of his duties he is likely to receive confidential or proprietary information owned by the Company, its affiliates or third parties with whom the Company or any of such affiliates has an obligation of confidentiality. Accordingly, during and after the Term, the Executive agrees to keep confidential and not disclose or make accessible to any other person or use for any other purpose other than in connection with the fulfillment of his duties under this Agreement, any Confidential and Proprietary Information (as defined below) owned by, or received by or on behalf of, the Company or any of its affiliates. "**Confidential and Proprietary Information**" shall include, but shall not be limited to, confidential or proprietary scientific or technical information, data, formulas and related concepts, business plans (both current and under development), client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, investments, sales activities, promotions, credit and financial data, manufacturing processes, financing methods, plans or the business and affairs of the Company or of any affiliate or client of the Company. The Executive expressly acknowledges the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. The Executive agrees: (i) not to use any such Confidential and Proprietary Information for himself or others; and (ii) not to take any Company material or reproductions (including but not limited to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof from the Company's offices at any time during his employment by the Company, except as required in the execution of the Executive's duties to the Company. The Executive agrees to return immediately all Company material and reproductions (including but not limited, to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof in his possession to the Company upon request and in any event immediately upon termination of employment.

(b) Except in furtherance of the business of the Company, or otherwise with prior written authorization by the Company, the Executive agrees not to disclose or publish any of the Confidential and Proprietary Information, or any confidential, scientific, technical or business information of any other party to whom the Company or any of its affiliates owes an obligation of confidence, at any time during or after his employment with the Company. Nothing in the foregoing shall be construed to prevent the Executive from disclosing or using any Confidential or Proprietary Information that:

(i) Executive can evidence through written documentation was in the Executive's possession or control prior to the date of disclosure;

(ii) Executive can evidence through written documentation was in the public domain or enters into the public domain through no improper act by Executive

(iii) is approved for public release by written authorization of the Board;

(iv) is required to be disclosed by legal, administrative or judicial process; or

(v) is rightfully granted to Executive by sources independent of the Company, its officers, employees, agents, affiliates and consultants.

(c) The Executive agrees that all inventions, discoveries, improvements and patentable or copyrightable works ("**Inventions**") initiated, conceived or made by him, either alone or in conjunction with others, during the Term shall be the sole property of the Company to the maximum extent permitted by applicable law and, to the extent permitted by law, shall be "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C.A., Section 101). The Company shall be the sole owner of all patents, copyrights, trade secret rights, and other intellectual property or other rights in connection therewith. The Executive hereby assigns to the Company all right, title and interest he may have or acquire in all such Inventions; provided, however, that the Board may in its sole discretion agree to waive the Company's rights pursuant to this Section 6(c) with respect to any Invention that is not directly or indirectly related to the Company's business. The Executive further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights on such Inventions in any and all countries, and to that end the Executive will execute all documents necessary:

(i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

(ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

(d) The Executive acknowledges that while performing the services under this Agreement the Executive may locate, identify and/or evaluate patented or patentable inventions having commercial potential in the fields of pharmacy, pharmaceutical, biotechnology, healthcare, technology and other fields which may be of potential interest to the Company (the "**Third Party Inventions**"). The Executive understands, acknowledges and agrees that all rights to, interests in or opportunities regarding, all Third-Party Inventions identified by the Company, any of its officers, directors, employees (including the Executive), agents or consultants during the Term as being of potential interest to the Company shall be and remain the sole and exclusive property of the Company and the Executive shall have no rights whatsoever to such Third-Party Inventions and will not pursue for himself or for others any transaction relating to the Third-Party Inventions which is not on behalf of the Company.

(e) The provisions of this Section 5 shall survive any termination of this Agreement.

6. Non-Competition, Non-Solicitation and Non-Disparagement.

(a) The Executive understands and recognizes that his services to the Company are special and unique and that in the course of performing such services the Executive will have access to and knowledge of Confidential and Proprietary Information (as defined in Section 5) and the Executive agrees that, during the Term and for a period of twelve (12) months thereafter (subject to the provisions of Section 9(e) hereof), he shall not without the consent of the Company in any manner, directly or indirectly, on behalf of himself or any person, firm, partnership, joint venture, corporation or other business entity ("**Person**"), enter into or engage in any business which is engaged in any business directly or indirectly competitive with the Company's Business (as defined below), either as an individual for his own account, or as a partner, joint venturer, owner, executive, employee, independent contractor, principal, agent, consultant, salesperson, officer, director or shareholder of a Person in a business competitive with the Company within the geographic area of the Company's Business, which is deemed by the parties hereto to be worldwide. The Executive acknowledges that, due to the nature of the Company's Business, and the importance to the Company's Business of its Confidential and Proprietary Information, a violation of this Section 6(a) could cause substantial damage to the Company and its affiliates and, therefore, the Company has a strong legitimate business interest in protecting the continuity of its business interests and the restriction herein agreed to by the Executive narrowly and fairly serves such an important and critical business interest of the Company. For purposes of this Agreement, the "**Company's Business**" shall mean the business or businesses set forth on the attached Schedule 6(a), which shall be amended from time to time upon the mutual written agreement of the parties, but which will automatically include the research, development and commercialization of any technologies that are licensed or otherwise acquired by the Company. Notwithstanding the foregoing, nothing contained in this Section 6(a) shall be deemed to prohibit the Executive from (i) acquiring or holding, solely for investment, publicly traded securities of any corporation, some or all of the activities of which are competitive with the business of the Company so long as such securities do not, in the aggregate, constitute more than three percent (3%) of any class or series of outstanding securities of such corporation.

(b) During the Term and for a period of twelve (12) months thereafter (subject to the provisions of Section 9(e) hereof), the Executive shall not, directly or indirectly, without the prior written consent of the Company:

(i) solicit or induce any employee of the Company to leave the employ of the Company; or hire for any purpose any employee of the Company or any employee who has left the employment of the Company within six months of the termination of such employee's employment with the Company or at any time in violation of such employee's non-competition agreement with the Company; or

(ii) solicit or accept employment or be retained by any Person who, at any time during the term of this Agreement, was an agent, client or customer of the Company where his position will be related to the Company's Business; or

(iii) solicit or accept the business of any agent, client or customer of the Company with respect to products, services or investments similar to those provided or supplied by the Company.

(c) The Company and the Executive each agree that both during the Term and at all times thereafter, neither party shall directly or indirectly disparage, whether or not true, the name or reputation of the other party or any of its affiliates, including but not limited to, any officer, director, employee or stockholder owning greater than five percent (5%) of the Company's outstanding Common Stock. This Section 6(c) shall not apply to (i) statements made by the Executive in performing his duties in the ordinary course as President (*e.g.*, employee evaluations and remarks made in private meetings of the Board) and (ii) statements made by the Executive under oath in a legal proceeding, including without limitation an investigation or administrative proceeding before any governmental agency or instrumentality with regulatory authority over the Company or its business.

(d) In the event that the Executive breaches any provisions of Section 5 or this Section 6 or there is a threatened breach, then, in addition to any other rights which the Company may have, the Company shall (i) be entitled, without the posting of a bond or other security, to injunctive relief to enforce the restrictions contained in such Sections and (ii) have the right to require the Executive to account for and pay over to the Company all compensation, profits, monies, accruals, increments and other benefits derived or received by the Executive as a result of any transaction constituting a breach of any of the provisions of Sections 5 or 6 and the Executive hereby agrees to account for and pay over such amounts to the Company.

(e) Each of the rights and remedies enumerated in Section 6(d) shall be independent of the others and shall be in addition to and not in lieu of any other rights and remedies available to the Company at law or in equity. If any of the covenants contained in this Section 6, or any part of any of them, is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants or rights or remedies which shall be given full effect without regard to the invalid portions. If any of the covenants contained in this Section 6 is held to be invalid or unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision and in its reduced form such provision shall then be enforceable. No such holding of invalidity or unenforceability in one jurisdiction shall bar or in any way affect the Company's right to the relief provided in this Section 6 or otherwise in the courts of any other state or jurisdiction within the geographical scope of such covenants as to breaches of such covenants in such other respective states or jurisdictions, such covenants being, for this purpose, severable into diverse and independent covenants.

(f) In the event that an actual proceeding is brought in equity to enforce the provisions of Section 5 or this Section 6, the Executive shall not urge as a defense that there is an adequate remedy at law nor shall the Company be prevented from seeking any other remedies which may be available.

(g) The provisions of this Section 6 shall survive any termination of this Agreement.

7. Representations and Warranties by the Executive.

The Executive hereby represents and warrants to the Company that (a) the Executive has the full right, power and legal capacity to enter and deliver this Agreement and to perform his duties and other obligations hereunder; (b) this Agreement constitutes the legal, valid and binding obligation of the Executive enforceable against him in accordance with its terms; and (c) no approvals or consents of any persons or entities are required for the Executive to execute and deliver this Agreement or perform his duties and other obligations hereunder.

8. Termination. The Executive's employment hereunder shall be terminated upon the Executive's death and may be terminated as follows:

(a) The Executive's employment hereunder may be terminated by the Board for Cause. Any of the following actions by the Executive shall constitute "**Cause**":

(i) The willful misconduct, failure, disregard or refusal by the Executive to perform any of the material duties of his employment hereunder including, without limitation, insubordination with respect to written directions received by the Executive from the Board, provided, however, that the Executive shall have one (1) opportunity to cure any breach of this Section 8(a)(i) within five (5) business days ("**Cure Period**") of written notice to the Executive;

(ii) Any willful, intentional or grossly negligent act by the Executive having the effect of injuring, in a material way (whether financial or otherwise and as determined in good faith by a majority of the Board), the business or reputation of the Company or any of its affiliates, including but not limited to, any officer, director, executive of the Company or any stockholder owning greater than five percent (5%) of the Company's outstanding Common Stock; provided, however, that the Executive shall be granted an opportunity to appear personally before the Board during its deliberations to explain the reasons for such conduct;

(iii) The Executive's conviction of any felony or a misdemeanor involving moral turpitude (including entry of a *nolo contendere* plea);

(iv) The determination by the Company, after a reasonable and good-faith investigation by the Company following a written allegation by another employee of the Company, that the Executive engaged in some form of harassment prohibited by law (including, without limitation, harassment that constitutes age, sex or race discrimination), unless the Executive's actions were specifically directed by the Board;

(v) Any misappropriation or embezzlement of the property of the Company or its affiliates;

(vi) Breach by the Executive of any of the provisions of Sections 5, 6 or 7 of this Agreement; and

(vii) Breach by the Executive of any provision of this Agreement other than those contained in Sections 5, 6 or 7 which is not cured by the Executive within thirty (30) days after notice thereof is given to the Executive by the Company.

(b) The Executive's employment hereunder may be terminated by the Board due to the Executive's Disability. For purposes of this Agreement, a termination for "**Disability**" shall occur upon rendering of a written termination notice by the Board after the Executive has been unable to substantially perform his duties hereunder for 90 or more consecutive days, or more than 120 days in any consecutive 12 month period, by reason of any physical or mental illness or injury. For purposes of this Section 8(b), the Executive agrees to make himself available and to cooperate in any reasonable examination by a reputable independent physician retained by the Company.

(c) The Executive's employment hereunder may be terminated by the Board (or its successor) upon the occurrence of a Change of Control. For purposes of this Agreement, "**Change of Control**" means (i) the acquisition, directly or indirectly, following the date hereof by any person (as such term is defined in Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended), in one transaction or a series of related transactions, of securities of the Company representing in excess of fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities if such person (or his or its affiliate(s)) does not own in excess of 50% of such voting power on the date of this Agreement, or (ii) the future disposition by the Company (whether direct or indirect, by sale of assets or stock, merger, consolidation or otherwise) of all or substantially all of its assets in one transaction or series of related transactions (other than (i) a merger effected exclusively for the purpose of changing the domicile of the Company, (ii) financing activities in the ordinary course in which the Company sells its equity securities, or (iii) a transfer to a person or entity that, immediately after the transfer, is or is controlled by a person or entity that controlled the Company before the transfer, within the meaning of Section 1.409A-3(i)(5)(vii)(B) of the Treasury Regulations).

(d) The Executive's employment hereunder may be terminated by the Executive for Good Reason, *provided* that such termination occurs within two (2) years following the occurrence of an event of Good Reason (as defined below) and *provided, further*, that the Executive has provided the Board with written notice of an event of Good Reason within ninety (90) days following the date of its occurrence and the Company shall have failed to cure the event of Good Reason within thirty (30) days following the Board's receipt of such notice from the Executive. For purposes of this Agreement, "**Good Reason**" shall mean any of the following: (i) the assignment to the Executive of duties that constitute a material diminution in the Executive's position, responsibilities, titles or offices as described herein; (ii) any material reduction by the Company of the Executive's duties and responsibilities; (iii) any reduction by the Company of the Executive's compensation or benefits payable hereunder (it being understood that a reduction of benefits applicable to all employees of the Company, including the Executive, shall not be deemed a reduction of the Executive's compensation package for purposes of this definition); (iv) a material breach by the Company of this Agreement that is not cured within 30 days after receipt by the Company of written notice of such breach; or (v) upon a Change of Control (x) that results in the elimination of the Board *or* (y) in which representatives of the Board just prior to the event causing the Change of Control do not represent a majority of the Board immediately subsequent to the event causing the Change of Control.

9. Compensation Following Termination.

(a) If the Executive's employment is terminated as a result of his death or Disability, the Company shall pay to the Executive or to the Executive's estate, as applicable, his Base Salary for a period of one year following the date of termination and any accrued but unpaid Bonus and expense reimbursement amounts for expense incurred through the date of his Death or Disability. Any Stock Options that have vested as of the date of the Executive's termination shall remain exercisable for a period of 90 days. All Stock Options that have not vested as of the date of termination shall be deemed to have expired as of such date.

(b) If the Executive's employment is terminated by the Board for Cause, then the Company shall pay to the Executive his Base Salary through the date of his termination and any expense reimbursement amounts for expense incurred through the date of termination. The Executive shall have no further entitlement to any other compensation or benefits from the Company. All Stock Options that have not vested as of the date of termination shall be deemed to have expired as of such date. Any Stock Options that have vested as of the date of the Executive's termination for Cause shall remain exercisable for a period of 90 days.

(c) If the Executive's employment is terminated by the Company (or its successor) without Cause and either (i) within eighteen (18) months following the occurrence of a Change of Control or (ii) prior to and in connection with the occurrence of a Change in Control, then the Company (or its successor, as applicable) shall continue to pay to the Executive his Base Salary and employee benefits for a period of one year following such termination of employment, as well as any expense reimbursement amounts for expenses incurred through the date of termination. Any Stock Options that have vested (or been deemed to have vested pursuant to the provisions of Section 9(f) below) as of the date of the Executive's termination shall remain exercisable for a period of 90 days. In the case of a termination pursuant to this Section 9(c) that occurs prior to the date of a Change of Control, all Stock Options that have not vested as of the date of termination shall remain outstanding until the earlier of (x) 90 days following the date they become vested pursuant to Section 9(f) by reason of the Change of Control, or (y) the date of exercise of such Stock Options, or (z) the date on which the original term of any such Stock Options expires (without regard to the termination of the Executive's employment). All Stock Options that have not vested (or been deemed to have vested) as of the date of the Executive's termination or as of the date determined pursuant to Section 9(f) below, as the case may be, shall be deemed to have expired as of such date.

(d) If the Executive's employment is terminated by the Company without Cause other than as a result of the Executive's death or Disability and other than for reasons specified in Section 9(c), or if the Executive's employment is terminated by the Executive for Good Reason, then the Company shall continue to pay to the Executive his Base Salary and employee benefits for a period of one year following such termination, as well as any expense reimbursement amounts for expenses incurred through the date of termination. Any Stock Options that have vested as of the date of the Executive's termination shall remain exercisable for a period of 90 days. All Stock Options that have not vested as of the date of termination shall be deemed to have expired as of such date.

(e) Following expiration and non-renewal of the Term, should the Company in its sole discretion require that the Executive continue to comply with the terms of Section 6(a) or Section 6(b) hereof, or both, the Company shall pay the Executive his Base Salary for a period of one year following expiration of the Term.

(f) Upon the occurrence of a Change of Control, all Stock Options held by the Executive that are scheduled to vest by the end of the calendar year in which such Change of Control occurs shall be accelerated and deemed to have vested as of the date immediately preceding such Change of Control.

(g) This Section 9 sets forth the only obligations of the Company with respect to the termination of the Executive's employment with the Company, and the Executive acknowledges that, upon the termination of his employment, he shall not be entitled to any payments or benefits which are not explicitly provided in Section 9.

(h) Upon termination of the Executive's employment hereunder for any reason, the Executive shall be deemed to have resigned as director of the Company, effective as of the date of such termination.

(i) Amounts payable to the Executive pursuant to Sections 9(a), 9(c) 9(d), or 9(e) hereof shall only be paid following the Executive's separation from service with the Company. The time for payment of amounts due following the Executive's separation from service pursuant to this Section 9 shall be determined in accordance with the Company's regular payroll and bonus payment practices, subject to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Payments of Base Salary following separation from service shall be made semi-monthly at the same times as, and in accordance with, the Company's regular payroll payments. Payments for Performance Bonus, Discretionary Bonus or expense reimbursements accrued with respect to periods of service completed prior to the Executive's separation from service, but unpaid at the time of termination of employment, shall be due and payable at the same times as they otherwise would be due in accordance with the Company's regular bonus payment practices (*i.e.*, Performance Bonus within 30 days following the end of the Bonus Calculation Year; Discretionary Bonus within 2 months following the end of a calendar year for which bonus is granted). Notwithstanding any other provision of this Agreement, no amount of Base Salary payable to the Executive by reason of the Executive's termination of his employment pursuant to Section 8(d) above, other than a termination by reason of Section 8(d)(vi), and no amount in excess of $315,000 payable following the Executive's separation from service for any reason shall be paid earlier than the day following the date that is six (6) months after the date of the Executive's separation from service with the Company. For purposes of this section 9(i), the term "separation from service" shall have the meaning set forth in Section 1.409A-1(h)(1) of the Treasury Regulations, and the Executive shall be deemed to be a "key employee" for purposes of such Treasury Regulations.

(j) The provisions of this Section 9 shall survive any termination of this Agreement.

10. Miscellaneous.

(a) Withholding. The Company shall withhold from all amounts payable to the Executive under this Agreement all applicable federal, state and local income taxes, Social Security contributions and such other payroll taxes and deductions as may be required by law.

(b) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to its principles of conflicts of laws.

(c) Any dispute arising out of, or relating to, this Agreement or the breach thereof (other than Sections 5 or 6 hereof), or regarding the interpretation thereof, shall be finally settled by arbitration conducted in New York City in accordance with the Employment Dispute Rules of the American Arbitration Association then in effect before a single arbitrator appointed in accordance with such rules. Judgment upon any award rendered therein may be entered and enforcement obtained thereon in any court having jurisdiction. The arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance. For the purpose of any judicial proceeding to enforce such award or incidental to such arbitration or to compel arbitration and for purposes of Sections 5 and 6 hereof, the parties hereby submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York, New York County, or the United States District Court for the Southern District of New York, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon it if sent by registered mail addressed to it at the address referred to in paragraph (g) below. The costs of such arbitration shall be borne proportionate to the finding of fault as determined by the arbitrator. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and permitted assigns.

(e) This Agreement, and the Executive's rights and obligations hereunder, may not be assigned by the Executive. The Company may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business or assets and shall cause the acquirer to assume all of its obligations under this Agreement.

(f) This Agreement cannot be amended orally, or by any course of conduct or dealing, but only by a written agreement signed by the parties hereto.

(g) The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and such terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

(h) All notices, requests, consents and other communications, required or permitted to be given hereunder, shall be in writing and shall be delivered personally or by an overnight courier service or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses set forth on the first page of this Agreement, and shall be deemed given when so delivered personally or by overnight courier, or, if mailed, five days after the date of deposit in the United States mails. Either party may designate another address, for receipt of notices hereunder by giving notice to the other party in accordance with this Section 10(h).

(i) This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.

(j) As used in this Agreement, "affiliate" of a specified Person shall mean and include any Person controlling, controlled by or under common control with the specified Person.

(k) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(l) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ZIOPHARM Oncology, Inc.

By: /s/ Jonathan J. Lewis

Name: Jonathan J. Lewis, M.D., Ph.D.
Title: Chief Executive Officer

EXECUTIVE

By: /s/ Richard E. Bagley

Name: Richard E. Bagley

SCHEDULE 4(b)

Calculation of Performance Bonus

Prior to the beginning of each Bonus Calculation Year during the Term, the Executive and the Compensation Committee of the Board shall agree upon five (5) performance goals ("Targets") for the Bonus Calculation Year. The amount of Performance Bonus payable to the Executive pursuant to Section 4(b) of this Agreement for any Bonus Calculation Year shall be determined based on the Executive's achievement of the Targets as follows:

With respect to each of the Targets, the Executive will receive $20,000 in Performance Bonus if the Target is met on or before the end of the Bonus Calculation Year (*e.g.*, Performance Bonus of $100,000 if all Targets are met). The amount of Performance Bonus pursuant to this paragraph shall be $10,000 (*e.g.*, Performance Bonus of $50,000 if all Targets are met) with respect to the Bonus Calculation Years ending on December 31, 2008 and June 30, 2011.

The Executive will receive $15,000 in Performance Bonus with respect to any Target that has not been met on or before the end of the Bonus Calculation Year, *provided* that *either* of the following has occurred: (1) (a) the Executive has devoted his reasonable best business efforts toward achievement the Target during the Bonus Calculation Year, and (b) substantial progress toward accomplishment of the Target has occurred during the Bonus Calculation Year; *or* (2) during the Bonus Calculation Year, the Company abandoned the business goal that the Target was intended to address (*e.g.*, Performance Bonus of $75,000 if no Target is met, but the Executive has devoted his reasonable best business efforts to achievement of all of the Targets). The amount of Performance Bonus pursuant to this paragraph shall be $7,500 (*e.g.*, Performance Bonus of $37,500 for all Targets) with respect to the Bonus Calculation Years ending on December 31, 2008 and June 30, 2011.

The Executive will receive $25,000 in Performance Bonus with respect to any Target if the Target is exceeded during the Bonus Calculation Year and the Board determines that the Executive's performance with respect to the Target exceeded expectations (*e.g.*, Performance Bonus of $125,000 if the Executive's performance with respect to all Targets exceeded expectations). The amount of Performance Bonus pursuant to this paragraph shall be $12,500 (*e.g.*, Performance Bonus of $62,500 for all Targets) with respect to the Bonus Calculation Years ending on December 31, 2008 and June 30, 2011.

SCHEDULE 6(a)

1. Developing, designing, producing, marketing, selling or rendering oncology products in the class of arsenicals, products in the phosphoramidic nitrogen mustard family and “mustard gas family,” and anti-mitotics with the same mechanism as that in indibulin or products that are in the same chemical family as those that have been or are being developed, designed, produced, marketed, sold or rendered by the Corporation during the period of the Executive’s employment with the Company.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

I, Jonathan Lewis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ZIOPHARM Oncology, Inc.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are 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 registrant 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 registrant, 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 our 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: July 30, 2008

/s/ *Jonathan Lewis*
Jonathan Lewis, M.D., Ph.D.
Principal Executive Officer

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER

I, Richard Bagley, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ZIOPHARM Oncology, Inc.;

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 registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are 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 registrant 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 registrant, 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 our 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 registrant'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 registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 registrant'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 registrant's internal control over financial reporting.

Date: July 30, 2008

/s/ *Richard E. Bagley*
Richard E. Bagley
Principal Financial 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 Quarterly Report of ZIOPHARM Oncology, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2008, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jonathan Lewis, Principal Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ *Jonathan Lewis*
Jonathan Lewis, M.D., Ph.D.
Principal Executive Officer
July 30, 2008

Exhibit 32.2

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 Quarterly Report of ZIOPHARM Oncology, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2008, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jonathan Lewis, Principal Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ *Richard E. Bagley*
Richard E. Bagley
Principal Financial Officer
July 30, 2008