

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **February 1, 2011**

ZIOPHARM Oncology, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-33038
(Commission File Number)

84-1475672
(IRS Employer
Identification No.)

**1180 Avenue of the Americas
19th Floor
New York, NY**
(Address of Principal Executive Offices)

10036
(Zip Code)

(646) 214-0700
(Registrant's telephone number, including area code)

Not applicable
(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).
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Item 1.01 Entry into a Material Definitive Agreement.

On February 1, 2011, ZIOPHARM Oncology, Inc. (the “Company”) and Intrexon Corporation entered into an amendment (the “Amendment”) to the Stock Purchase Agreement (the “Stock Purchase Agreement”) dated January 6, 2011. Under the Stock Purchase Agreement, if requested by the Company and subject to certain restrictions and limitations, Intrexon has agreed to purchase securities in conjunction with future securities offerings of the Company that constitute “Qualified Financings,” subject to an aggregate equity purchase commitment of \$50,000,000. Reference is made to the description of the Stock Purchase Agreement included in the Company’s Current Report on Form 8-K filed with Securities and Exchange Commission on January 12, 2011. Under the Amendment, the parties agreed that in the event that Intrexon voluntarily elects to purchase securities in a Qualified Financing for which the Company does not request that Intrexon participate, the aggregate purchase price paid by Intrexon for such securities shall be applied against and reduce the then remaining maximum amount of Intrexon’s \$50,000,000 aggregate equity purchase commitment. The foregoing descriptions of the Stock Purchase Agreement and the Amendment are qualified in their entirety by reference to such agreements, which are incorporated herein by reference. A copy of the Stock Purchase Agreement was filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K filed with Securities and Exchange Commission on January 12, 2011. A copy of the Amendment is filed as Exhibit 10.1 to this Current Report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Stock Purchase Agreement dated February 1, 2011 between ZIOPHARM Oncology, Inc. and Intrexon Corporation

SIGNATURES

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

ZIOPHARM Oncology, Inc.

By: /s/ Richard Bagley

Name: Richard Bagley

Title: President, Chief Operating Officer and Chief Financial Officer

Date: February 7, 2011

INDEX OF EXHIBITS

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10.1	Amendment to Stock Purchase Agreement dated February 1, 2011 between ZIOPHARM Oncology, Inc. and Intrexon Corporation

**AMENDMENT TO
STOCK PURCHASE AGREEMENT**

This Amendment, dated as of February 1, 2011 (this "Amendment"), to the Stock Purchase Agreement, dated as of January 6, 2011 (the "Purchase Agreement"), by and between ZIOPHARM Oncology, Inc., a Delaware corporation (the "Company"), and Intrexon Corporation, a Virginia corporation ("Intrexon"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Section 10.2 of the Purchase Agreement permits the amendment of the Purchase Agreement by execution of an instrument in writing signed by each of the parties to be bound; and

WHEREAS, the Company and Intrexon desire to amend the Purchase Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual agreements specified in this Amendment, the parties hereby agree as follows:

1. Amendment of Section 7.1 of the Purchase Agreement. Section 7.1 of the Purchase Agreement is hereby amended to add subsection (c) as follows:

“7.1 Intrexon Commitment.

(c) In the event that Intrexon voluntarily elects to purchase securities in a Qualified Financing for which the Company does not request that Intrexon participate, as contemplated by this Section 7.1, the aggregate purchase price paid by Intrexon for such securities shall nonetheless be applied against and reduce the then remaining maximum amount of Intrexon’s \$50,000,000 commitment hereunder.”

2. Representations and Warranties. Each of the Company and Intrexon represents and warrants that (i) it has the corporate power and authority to execute and deliver this Amendment, (ii) this Amendment has been duly and validly authorized by all necessary action of its board of directors, and (iii) this Amendment has been duly and validly executed and delivered and, assuming due authorization and execution by the other parties hereto, constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
 3. No Other Modification. The Purchase Agreement shall not be modified by this Amendment in any respect except as expressly set forth herein.
 4. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York as applied to contracts entered into and performed entirely in the State of New York by New York residents, without regard to conflicts of law principles.
 5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized respective officers as of the date first written above.

COMPANY:

ZIOPHARM ONCOLOGY, INC.

By: /s/ Jonathan Lewis
Name: Jonathan Lewis, MD, PhD
Title: Chief Executive Officer

INTREXON:

INTREXON CORPORATION

By: /s/ Randal J. Kirk
Name: Randal J. Kirk
Title: Chief Executive Officer
