

Item 1.01 Entry into a Material Definitive Agreement.

On August 19, 2015, Nemus Bioscience, Inc. (the "Company") entered into Lock Up Agreements ("Lock-Up Agreements"), with each of the Company's officers and directors, including John B. Hollister, Elizabeth M. Berecz, Dr. Brian S. Murphy, Cosmas N. Lykos, Gerald W. McLaughlin, Thomas A. George and Douglas S. Ingram (collectively, the "Lock-Up Stockholders"), as a condition to, and to be effective, on the closing of the Securities Purchase Agreement entered into by the Company and certain investors on August 19, 2015 (the "Securities Purchase Agreement"). The Lock-Up Agreements provide that each of the Lock-Up Stockholders have agreed to refrain from selling shares of the Company's common stock from the date of the Lock-up Agreements and to the date that is ninety (90) days after the earlier of (i) the date that one or more registration statement covering the resale of all the shares of common stock underlying the Series B Preferred Stock and warrants sold pursuant to the Securities Purchase Agreement has been effective and available for the re-sale of all such securities and (ii) the date all the shares of common stock underlying the Series B Preferred Stock and warrants sold pursuant to the Securities Purchase Agreement are eligible for sale without restriction or limitation pursuant to Rule 144.

The foregoing description of the Lock-Up Agreements is not complete and is qualified in its entirety by reference to the full text of the form of Lock-Up Agreements, a copy of which is filed as Exhibit 10.1 to this report and is incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

On August 20, 2015, the Company closed the sale of 5,000 shares of Series B Preferred Stock ("Preferred Shares") and warrants to purchase 6,250,000 shares of the Company's common stock at an exercise price of \$1.15 per share for a term of five years (each, a "Warrant" and collectively, the "Warrants"), to certain accredited investors (as such terms are defined in the Securities Act of 1933 and the rules and regulations promulgated thereunder, all as amended, collectively, the "Purchasers") at an aggregate purchase price of \$5,000,000 (the "Financing"), or \$1,000 for each Preferred Share and related Warrants pursuant to the Securities Purchase Agreement. The designations, preferences and relative rights of the Series A Preferred Stock are specified in the Certificate of Designation of the Relative Rights and Preferences of the Series B Preferred Stock, a description of which is provided below:

- The Preferred Shares have a stated value of \$1,000 per share and are convertible into shares of common stock at a conversion price of \$0.80;
- The Series B Preferred Stock include customary provisions including anti-dilution protection, rights upon a fundamental transaction and adjustments for dividends and purchase rights; and
- Subject to certain conditions being met, the Company has the right to force conversion of the Series B Preferred Stock into shares of common stock if on each trading day over a 20 trading day period the VWAP exceeds 200% of the applicable conversion price and the daily trading volume exceeds 200,000 shares.

As part of the terms of the Securities Purchase Agreement, on August 19, 2015, the Company entered into a Registration Rights Agreement with the Purchasers pursuant to which the Company has agreed to file a registration statement to register for resale (i) 130% of the shares of common stock underlying the Preferred Shares and (ii) all of the shares of common stock underlying the Warrants, within 30 calendar days following the closing of the Financing. Subject to certain exceptions, in the event the registration statement does not become effective within certain time periods set forth in the Registration Rights Agreement, the Company would be required to pay the Purchasers in the Financing an amount in cash equal to two percent (2.0%) of the aggregate purchase price of the Preferred Shares and the Warrants every month until such time as the registration statement becomes effective or the shares of common stock underlying the Preferred Shares (and shares of common stock underlying the Warrants) sold in the Financing may be sold by the Purchasers pursuant to Rule 144 without any restrictions or limitations.

The foregoing description of the Securities Purchase Agreement, the Warrants and the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the form of Warrant, the form of Securities Purchase Agreement, and the form of Registration Rights Agreement, attached to the Company's Current Report on Form 8-K filed with the Commission on August 19, 2015, each of which is incorporated herein by reference.

Midtown Partners & Co., LLC served as sole placement agent for the Financing and received a cash fee of \$213,000, and Warrants to purchase 187,500 shares of Common Stock at an exercise price of \$1.15 per share for its services in the Financing.

Each of the Warrants may be exercised by the holder thereof (each, a "Holder") by payment in cash or on a cashless or "net" basis. In the event that a Warrant is exercised on a cashless basis, the Registrant will not receive any proceeds. The exercise price of the Warrants is subject to customary adjustments for stock splits, stock dividends, recapitalizations and the like. Each Warrant Holder has contractually agreed to restrict its ability to exercise its Warrant such that the number of shares of common stock held by the Warrant Holder and its affiliates after such exercise does not exceed 4.99% of the Company's then issued and outstanding shares of common stock.

The Preferred Shares and Warrants to purchase common stock issued at the closing of the Financing, were offered and issued in reliance on the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended, and Rule 506 of Regulation D promulgated thereunder. The Purchasers represented to the Company that each was an "accredited investor" as such term is defined under Regulation D and the Financing did not involve any form of general solicitation or general advertising.

Item 7.01 Regulation FD Disclosure.

On August 21, 2015, the Company issued a press release announcing the closing of the Financing. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

The Company is furnishing the information in this Current Report on Form 8-K and in Exhibit 99.1 to comply with Regulation FD. Such information shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any of the Company's filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Form of Lock-Up Agreement
99.1	Press release dated August 21, 2015

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.

Date: August 21, 2015

Nemus Bioscience, Inc.

By: /s/ Elizabeth Berecz
Elizabeth Berecz
Chief Financial Officer

NEMUS BIOSCIENCE, INC.

August 19, 2015

Nemus Bioscience, Inc.
650 Town Center Drive, Suite 1770
Costa Mesa, California 92626
Telephone: (949) 396-0330
Attention: Elizabeth Berezcz
E-mail: liz@nemusbio.com

Re: Nemus Bioscience, Inc. - Lock-Up Agreement

Dear Sirs:

This Lock-Up Agreement is being delivered to you in connection with the Securities Purchase Agreement (the "**Purchase Agreement**"), dated as of August 19, 2015 by and among Nemus Bioscience, Inc. (the "**Company**") and the investors party thereto (the "**Buyers**"), with respect to the issuance of (i) shares of Series B Convertible Preferred Stock of the Company, par value \$0.001 per share, which will be convertible into shares of common stock of the Company, par value \$0.001 per share (the "**Common Stock**") pursuant to the terms of the Certificate of Designations, Preferences and Rights of Series B Convertible Preferred Stock and (ii) Warrants which will be exercisable to purchase Common Stock. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

In order to induce the Buyers to enter into the Purchase Agreement, the undersigned agrees that, commencing on the date hereof and ending on the date that is ninety (90) days after the earlier of (x) the date that one or more Registration Statement(s) (as defined in the Registration Rights Agreement) covering the resale of all Registrable Securities (as defined in the Registration Rights Agreement) has been effective and available for the re-sale of all such Registrable Securities and (y) the date all the Conversion Shares and Warrant Shares are eligible for sale without restriction or limitation pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the 1933 Act (the "**Lock-Up Period**"), the undersigned will not, and will cause all affiliates (as defined in Rule 144 promulgated under the 1933 Act) of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned not to, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase, make any short sale or otherwise dispose of or agree to dispose of, directly or indirectly, any shares of Common Stock or Common Stock Equivalents, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities and Exchange Act of 1934, as amended and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to any shares of Common Stock or Common Stock Equivalents owned directly by the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership within the rules and regulations of the Securities and Exchange Commission (collectively, the "**Undersigned's Shares**"), or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Undersigned's Shares, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of shares of Common Stock or other securities, in cash or otherwise, (iii) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or Common Stock Equivalents or (iv) publicly disclose the intention to do any of the foregoing.

The foregoing restriction is expressly agreed to preclude the undersigned, and any affiliate of the undersigned and any person in privity with the undersigned or any affiliate of the undersigned, from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of the Undersigned's Shares even if the Undersigned's Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include, without limitation, any short sale or any purchase, sale or grant of any right (including, without limitation, any put or call option) with respect to any of the Undersigned's Shares or with respect to any security that includes, relates to, or derives any significant part of its value from the Undersigned's Shares.

Notwithstanding the foregoing, the undersigned may transfer the Undersigned's Shares (i) as a *bona fide* gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein or (ii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer shall not involve a disposition for value. For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. The undersigned now has, and, except as contemplated by the immediately preceding sentence, for the duration of this Lock-Up Agreement will have, good and marketable title to the Undersigned's Shares, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent (the "**Transfer Agent**") and registrar against the transfer of the Undersigned's Shares except in compliance with the foregoing restrictions.

In order to enforce this covenant, the Company shall impose irrevocable stop-transfer instructions preventing the Transfer Agent from effecting any actions in violation of this Lock-Up Agreement.

The undersigned acknowledges that the execution, delivery and performance of this Lock-Up Agreement is a material inducement to each Buyer to complete the transactions contemplated by the Purchase Agreement and that the Company shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Lock-Up Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Purchase Agreement.

The undersigned understands and agrees that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

This Lock-Up Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which shall be considered one and the same instrument.

This Lock-Up Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflicting provision or rule (whether of the State of New York, or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of New York to be applied. In furtherance of the foregoing, the internal laws of the State of New York will control the interpretation and construction of this Lock-Up Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

[Remainder of page intentionally left blank]

Very truly yours,

Exact Name of Shareholder

Authorized Signature

Title

Agreed to and Acknowledged:

NEMUS BIOSCIENCE, INC.

By: _____
Name:
Title:

NEMUS Bioscience Announces Closing of \$5.0 Million Series B Financing

Funding to finance development of NB1111 for the treatment of glaucoma

COSTA MESA, CA - August 20, 2015 - NEMUS Bioscience, Inc. (OTCQB: NMUS) today announced the closing of its Series B Convertible Preferred Stock financing for gross proceeds of \$5 million. Midtown Partners & Co., LLC acted as the exclusive placement agent for the transaction, and the financing was led by healthcare dedicated institutional investors.

ABOUT NEMUS BIOSCIENCE, INC.

The Company is a biopharmaceutical company, headquartered in Costa Mesa, California, focused on the discovery, development, and commercialization of cannabis-based therapeutics for significant unmet medical needs in global markets. Utilizing certain proprietary technology licensed from the University of Mississippi, NEMUS is working to develop novel ways to deliver cannabis-based drugs for specific indications, with the aim of optimizing the clinical effects of such drugs, while limiting the potential adverse events. NEMUS's strategy will explore the use of natural and synthetic compounds, alone or in combination. The Company is led by a highly qualified team of executives with decades of biopharmaceutical experience and significant background in early-stage drug development. For more information, visit www.nemusbioscience.com.

ABOUT MIDTOWN PARTNERS & CO., LLC

Midtown Partners & Co., LLC is a New York based independent investment bank focused on facilitating growth by providing creative and unique financial solutions to high growth companies within the lower middle market. The Banking team has over 100 years of collective experience advising on transactions while previously serving in investment banking roles at firms including: Citigroup, Lehman Brothers, Josephthal Lyon and Ross and HC Wainwright. The Research Team has extensive experience covering U.S. and International equities, both large and small cap. The team has covered public companies over the last 40 years and received rankings for a total of 12 years as an Institutional Investor All-Star Analyst.

FORWARD LOOKING STATEMENTS

Statements in this document that are not descriptions of historical facts are forward-looking statements that are based on management's current expectations and assumptions and are subject to risks and uncertainties. If such risks or uncertainties materialize or such assumptions prove incorrect, our business, operating results, financial condition and stock price could be materially negatively affected. In some cases, forward-looking statements can be identified by terminology including "goal," "focus," "aims," "believes," "can," "challenge," "predictable" "will," or the negative of these terms or other comparable terminology. We operate in a rapidly-changing environment and new risks emerge from time to time. As a result, it is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements the Company may make.

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