

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

Form 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2013

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

For the transition period from _____ to _____.

Commission file number: 000-53316

TRANSBIOTEC, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

26-0731818

(I.R.S. Employer
Identification No.)

194 Marina Drive, Suite 202
Long Beach, CA

(Address of principal executive offices)

90803

(Zip Code)

(562) 280-0483

Registrant's telephone number, including area code

(Former address, if changed since last report)

(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 No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated 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.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

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

Applicable only to issuers involved in bankruptcy proceedings during the preceding five years:

Indicate by check mark whether the registrant filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

Applicable only to corporate issuers:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date. As of November 13, 2013, there were 34,146,712 shares of common stock, \$0.00001 par value, issued and outstanding.

TRANSBIOTEC, INC.

TABLE OF CONTENTS

PART I – FINANCIAL INFORMATION

ITEM 1	Financial Statements	4
ITEM 2	Management’s Discussion and Analysis of Financial Condition and Results of Operations	18
ITEM 3	Quantitative and Qualitative Disclosures About Market Risk	25
ITEM 4	Controls and Procedures	25

PART II – OTHER INFORMATION

ITEM 1	Legal Proceedings	26
ITEM 1A	Risk Factors	27
ITEM 2	Unregistered Sales of Equity Securities and Use of Proceeds	27
ITEM 3	Defaults Upon Senior Securities	27
ITEM 4	Mine Safety Disclosures	27
ITEM 5	Other Information	27
ITEM 6	Exhibits	28

PART I – FINANCIAL INFORMATION

This Quarterly Report includes forward-looking statements within the meaning of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). These statements are based on management’s beliefs and assumptions, and on information currently available to management. Forward-looking statements include the information concerning our possible or assumed future results of operations set forth under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Forward-looking statements also include statements in which words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “estimate,” “consider,” or similar expressions are used.

Forward-looking statements are not guarantees of future performance. They involve risks, uncertainties, and assumptions. Our future results and shareholder values may differ materially from those expressed in these forward-looking statements. Readers are cautioned not to put undue reliance on any forward-looking statements.

ITEM 1 Financial Statements

The unaudited consolidated financial statements of registrant for the three and nine months ended September 30, 2013 and 2012 follow. The consolidated financial statements reflect all adjustments which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. All such adjustments are of a normal and recurring nature.

TransBiotec, Inc.
(A Development Stage Company)
CONSOLIDATED BALANCE SHEET

	<u>Sept. 30, 2013</u> <u>(unaudited)</u>	<u>Dec. 31, 2012</u>
ASSETS		
Current assets		
Cash	\$ 837	\$ 782
Total current assets	<u>837</u>	<u>782</u>
Fixed assets - net	1,425	1,496
Patents & Trademarks	<u>1,000</u>	<u>-</u>
Total Assets	<u>\$ 3,262</u>	<u>\$ 2,278</u>
LIABILITIES & STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 459,607	\$ 298,994
Accrued interest payable	156,348	159,355
Notes payable - current - related parties	703,516	390,915
Notes payable - current	480,398	225,136
Note discount	(29,164)	(38,072)
Notes payable - equity obligation payable	447,602	463,037
Stock subscription payable - current	26,000	26,000
Related party payables	360,424	351,310
Other payables	-	158,006
Total current liabilities	<u>2,604,731</u>	<u>2,034,681</u>
Notes payable - related parties	<u>167,007</u>	<u>363,888</u>
Total Liabilities	<u>2,771,738</u>	<u>2,398,569</u>
Stockholders' Equity		
Common stock, \$.00001 par value; 100,000,000 shares authorized; 34,146,712 and 30,315,554 shares issued and outstanding at September 30, 2013 and December 31, 2012 respectively	342	303
Additional paid in capital	12,380,124	11,903,279
Deficit accumulated during the development stage	<u>(15,118,407)</u>	<u>(14,274,244)</u>
Total Transbiotec, Inc. stockholders' equity	<u>(2,737,941)</u>	<u>(2,370,662)</u>
Noncontrolling interest	<u>(30,535)</u>	<u>(25,629)</u>
Total Stockholders' Equity	<u>(2,768,476)</u>	<u>(2,396,291)</u>
Total Liabilities and Stockholders' Equity	<u>\$ 3,262</u>	<u>\$ 2,278</u>

The accompanying notes are an integral part of the consolidated financial statements.

TransBiotech, Inc.
(A Development Stage Company)
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

	<u>For Three Months Ended</u> <u>September 30,</u>		<u>For Nine Months Ended</u> <u>September 30,</u>		<u>Period From</u> <u>July 19, 2004</u> <u>(Inception) To</u> <u>Sept. 30, 2013</u>
	<u>2013</u>	<u>2012</u>	<u>2013</u>	<u>2012</u>	
Revenues	\$ -	\$ -	\$ -	\$ -	\$ -
Operating expenses:					
Amortization & depreciation	194	152	582	303	76,931
General and administrative	117,832	138,199	500,370	2,315,046	13,068,319
	<u>118,026</u>	<u>138,351</u>	<u>500,952</u>	<u>2,315,349</u>	<u>13,145,250</u>
Gain (loss) from operations	<u>(118,026)</u>	<u>(138,351)</u>	<u>(500,952)</u>	<u>(2,315,349)</u>	<u>(13,145,250)</u>
Other income (expense):					
Gain/(Loss) on fair value adjustment - derivatives	318,799	-	(70,498)	-	(518,635)
Stock option expense	(40,377)	-	(121,330)	-	(121,330)
Gain on debt reversal	81,307	-	86,878	-	86,878
Gain on sale of fixed asset	-	-	-	4,790	4,790
Interest expense	(25,014)	(20,704)	(91,071)	(69,384)	(1,184,063)
Interest expense - beneficial conversion feature	(19,501)	(38,217)	(152,993)	(102,388)	(335,057)
	<u>315,214</u>	<u>(58,921)</u>	<u>(349,014)</u>	<u>(166,982)</u>	<u>(2,067,417)</u>
Income (loss) before provision for income taxes	197,188	(197,272)	(849,966)	(2,482,331)	(15,212,667)
Provision for income tax	-	-	-	-	-
Net income (loss)	197,188	(197,272)	(849,966)	(2,482,331)	(15,212,667)
Less: Net (income) loss attributable to noncontrolling interest	618	2,686	5,803	7,860	94,260
Net income (loss) attributable to TranBioTec, Inc.	<u>\$ 197,806</u>	<u>\$ (194,586)</u>	<u>\$ (844,163)</u>	<u>\$ (2,474,471)</u>	<u>\$ (15,118,407)</u>
Net income (loss) per share (TransBiotech, Inc.) (Basic and fully diluted)	<u>\$ 0.01</u>	<u>\$ (0.01)</u>	<u>\$ (0.03)</u>	<u>\$ (0.09)</u>	
Weighted average number of common shares outstanding	<u>33,431,576</u>	<u>28,250,526</u>	<u>32,005,187</u>	<u>27,384,853</u>	

The accompanying notes are an integral part of the consolidated financial statements.

TransBiotech, Inc.
(A Development Stage Company)
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	<u>For Nine Months Ended</u> <u>September 30,</u>		<u>Period From</u> <u>July 19, 2004</u> <u>(Inception) To</u> <u>September 30,</u> <u>2013</u>
	<u>2013</u>	<u>2012</u>	
Cash Flows From Operating Activities:			
Net income (loss)	\$ (844,163)	\$ (2,474,471)	\$ (15,206,864)
Adjustments to reconcile net loss to net cash provided by (used for) operating activities:			
Amortization & depreciation	582	303	76,931
Compensatory equity issuances	77,433	1,898,957	8,742,749
Asset write offs	-	850	37,513
Accrued payables	276,650	89,941	2,526,079
Gain on sale of fixed asset	-	(4,790)	(4,790)
Gain on debt reversal	(86,878)	-	(86,878)
Fair value adjustments - equity obligation	70,498	-	518,635
Note pay. beneficial conversion expense	152,993	140,821	538,621
Original issue discount - interest expense	12,501	-	74,002
Other	-	-	292
Net cash provided by (used for) operating activities	<u>(340,384)</u>	<u>(348,389)</u>	<u>(2,783,710)</u>
Cash Flows From Investing Activities:			
Fixed asset purchases	(511)	(970)	(78,356)
Fixed asset sales	-	4,790	1,250
Net cash provided by (used for) investing activities	<u>(511)</u>	<u>3,820</u>	<u>(77,106)</u>

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The accompanying notes are an integral part of the consolidated financial statements.

TransBiotech, Inc.
(A Development Stage Company)
CONSOLIDATED STATEMENTS OF CASH FLOWS

(Continued From Previous Page)

	For Nine Months Ended September 30,		Period From July 19, 2004 (Inception) To
	2013	2012	Sept. 30, 2013
Cash Flows From Financing Activities:			
Notes & loans payable - borrowings	346,232	149,386	1,369,379
Notes & loans payable - payments	(52,000)	-	(90,726)
Repurchase of equity	-	-	(250,000)
Stock subscription payable	-	-	10,000
Equity issuances	47,500	90,000	1,823,000
Net cash provided by (used for) financing activities	341,732	239,386	2,861,653
Net Increase (Decrease) In Cash	837	(105,183)	837
Cash At The Beginning Of The Period	-	108,019	-
Cash At The End Of The Period	\$ 837	\$ 2,836	\$ 837

Schedule Of Non-Cash Investing And Financing Activities

Compensatory equity issuances	\$ 77,433	\$ 1,898,957	\$ 8,795,251
Debt converted to capital	\$ 49,000	\$ 59,000	\$ 1,606,875
Note to stock subscription payable	\$ -	\$ -	\$ 16,000

Supplemental Disclosure

Cash paid for interest	\$ -	\$ 6,375	\$ 14,394
Cash paid for income taxes	\$ -	\$ -	\$ -

The accompanying notes are an integral part of the consolidated financial statements.

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

TransBiotech, Inc. ("TransBiotech – DE"), formerly Imagine Media LTD., was incorporated August, 2007 in the State of Delaware. A corporation also named TransBiotech, Inc. ("TransBiotech – CA") was formed in the state of California July 4, 2004. Effective September 19, 2011 TransBiotech - DE was acquired by TransBiotech - CA in a transaction classified as a reverse acquisition as the shareholders of TransBiotech - CA retained the majority of the outstanding common stock of TransBiotech - DE after the share exchange. The financial statements represent the activity of TransBiotech - CA from July 4 2004 forward, and the consolidated activity of TransBiotech - DE and TransBiotech - CA from September 19, 2011 forward. TransBiotech - DE and TransBiotech - CA are hereinafter referred to collectively as the "Company". The Company has developed and plans to market and sell a non-invasive alcohol sensing system which includes an ignition interlock. The Company is currently considered to be in the development stage, and has not generated revenues from its activities.

Basis of Presentation

The accompanying unaudited financial statements have been prepared in accordance with the instructions to Form 10-Q and do not include all of the information and disclosures required by generally accepted accounting principles for complete financial statements. All adjustments which are, in the opinion of management, necessary for a fair presentation of the results of operations for the interim periods have been made and are of a recurring nature unless otherwise disclosed herein. The results of operations for such interim periods are not necessarily indicative of operations for a full year.

Principles of consolidation

The accompanying consolidated financial statements include the amounts of the Company and its majority owned subsidiary. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

TransBiotec, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Cash and cash equivalents

The Company considers all highly liquid investments with an original maturity of three months or less as cash equivalents.

Accounts receivable

The Company reviews accounts receivable periodically for collectability and establishes an allowance for doubtful accounts and records bad debt expense when deemed necessary. At September 30, 2013, and September 30, 2012 the Company had no balance in accounts receivable or the allowance for doubtful accounts.

Property and equipment

Property and equipment are recorded at cost and depreciated under straight line methods over each item's estimated useful life.

Revenue recognition

Revenue is recognized on an accrual basis as earned under contract terms. The Company has had no revenues to date

Advertising costs

Advertising costs are expensed as incurred. The Company recorded no material advertising costs during the nine months ended September 30, 2013 or 2012.

Income tax

The Company accounts for income taxes pursuant to ASC 740. Under ASC 740 deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss carry forwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

TransBiotec, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. ORGANIZATION, OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Net income (loss) per share

The net income (loss) per share is computed by dividing the net income (loss) by the weighted average number of shares of common outstanding. Warrants, stock options, and common stock issuable upon the conversion of the Company's preferred stock (if any), are not included in the computation if the effect would be anti-dilutive and would increase the earnings or decrease loss per share.

Financial Instruments

The carrying value of the Company's financial instruments, as reported in the accompanying balance sheets, approximates fair value.

Long-Lived Assets

In accordance with ASC 350, the Company regularly reviews the carrying value of intangible and other long-lived assets for the existence of facts or circumstances, both internally and externally, that may suggest impairment. If impairment testing indicates a lack of recoverability, an impairment loss is recognized by the Company if the carrying amount of a long-lived asset exceeds its fair value.

Products and services, geographic areas and major customers

The Company is currently in the developmental stage and has no revenue.

Stock based compensation

The Company accounts for employee and non-employee stock awards under ASC 718, whereby equity instruments issued to employees for services are recorded based on the fair value of the instrument issued and those issued to non-employees are recorded based on the fair value of the consideration received or the fair value of the equity instrument, whichever is more reliably measurable.

TransBiotec, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Minority interest (Noncontrolling interest)

A subsidiary of the Company has minority members, representing ownership interests of 1.38% at March 31, 2013. The Company accounts for these minority, or noncontrolling interests pursuant to ASC 810-10-65 whereby gains and losses in a subsidiary with a noncontrolling interest are allocated to the noncontrolling interest based on the ownership percentage of the noncontrolling interest, even if that allocation results in a deficit noncontrolling interest balance.

NOTE 2. RELATED PARTY TRANSACTIONS

During the six months ended September 30, 2013 and September 30, 2012, the Company had payables due to officers, shareholders and former management for accrued compensation and services of \$172,765 and \$79,199 respectively.

During the year ended December 31, 2011 related party shareholders converted \$829,164 in note principal and interest and \$135,000 in compensation into 2,408,977 common shares.

NOTE 3. FIXED ASSETS

Fixed asset values recorded at cost are as follows:

	December 31, 2011	December 31, 2012	(unaudited) September 30, 2013
Automobile	\$ 33,383	\$ -	\$ -
Office and Lab Equipment	31,896	31,616	32,127
Furniture & fixtures	<u>11,596</u>	<u>11,556</u>	<u>11,556</u>
	76,875	43,172	43,683
Less accumulated depreciation	<u>(75,743)</u>	<u>(41,676)</u>	<u>(42,258)</u>
Total	<u>\$ 1,132</u>	<u>\$ 1,496</u>	<u>\$ 1,425</u>

Depreciation expense for the nine months ended September 30, 2013 and September 30, 2012 was \$582 and \$303, respectively.

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4. NOTES PAYABLE

	December 31, 2011	December 31, 2012	(Unaudited) Sept. 30, 2013
Note payable to related party, unsecured, due 8/3/2012, interest rate 0%	\$ 1,950	\$ 1,950	\$ 1,950
Notes payable to related parties, unsecured, due 12/31/2012, interest rate 0%	\$ 11,810	\$ 11,810	\$ 11,810
Note payable to non-related party, unsecured, due 09/15/2012, convertible at holder's option at \$2.50 per TBT - CA share.	\$ 16,000	-	-
Note payable to non-related party, unsecured, due 2/8/12, quarterly interest due, convertible at holder's option at \$0.3235688 per TBT - DE share, interest rate 30%	\$ 10,000	\$ 10,000	\$ 10,000
Note payable to non-related party, unsecured, due 2/8/12, quarterly interest due, convertible at holder's option at \$0.3235688 per TBT - DE share, interest rate 30%	\$ 25,000	\$ 25,000	\$ 25,000
Note payable to non-related party, unsecured, due 2/17/12, quarterly interest due, convertible at holder's option at \$0.3235688 per TBT - DE share, interest rate 30%	\$ 25,000	\$ 25,000	\$ 25,000
Note payable to non-related party, unsecured, due 2/18/12, quarterly interest due, convertible at holder's option at \$0.3235688 per TBT - DE share, interest rate 30%	\$ 10,000	\$ 10,000	\$ 10,000
Note payable to non-related party, unsecured, due 2/18/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 18%	-	\$ 750	\$ 750
Note payable to non-related party, unsecured, due 2/18/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 18%	-	\$ 6,875	\$ 6,875
Note payable to non-related party, unsecured, due 2/15/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 12%	-	\$ 2,500	\$ 2,500
Note payable to non-related party, unsecured, due 2/20/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 12%	-	\$ 3,750	\$ 3,750
Note payable to non-related party, unsecured, due 2/21/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 12%	-	\$ 2,625	\$ 2,625
Note payable to non-related party, unsecured, due 3/20/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 12%	-	\$ 5,433	\$ 5,433
Note payable to non-related party, unsecured, due 3/22/13, annual interest due, convertible at holder's option at \$0.3235688 per TBT-DE share, interest rate 12%	-	\$ 3,203	\$ 3,203

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note payable to non-related party, unsecured, due 1/05/13, annual interest due, convertible at holder's option at 51% of market as defined, interest rate 8%, conversion limited to total beneficial ownership of 4.99%	-	\$ 10,500	-
Note payable to non-related party, unsecured, due 2/25/13, annual interest due, convertible at holder's option at 51% of market as defined, interest rate 8%, conversion limited to total beneficial ownership of 4.99%	-	\$ 37,500	\$ 19,250
Note payable to related party, unsecured, \$731,763, 5-years at 0% simple interest, due 7/1/2016, payment amounts vary each month, various late penalties.	\$ 726,763	\$ 726,763	\$ 726,763
Note payable to non-related party, unsecured, due 4/19/13, annual interest due, convertible at holder's option at 51% of market as defined, interest rate 8%, conversion limited to total beneficial ownership of 4.99%	-	\$ 35,000	\$ 52,500
Note payable to non-related party, unsecured, due 08/29/2013, simple interest 8% convertible at holder's option at \$.249 per TBT-CA share.	-	\$ 15,000	\$ 15,000
Note payable to non-related party, unsecured, due 03/01/2013, simple interest 9%.	-	\$ 5,000	\$ 5,000
Note payable to non-related party, unsecured, due 01/31/2013, \$12,000 in interest (2 months)	-	\$ 32,000	-
Note payable to non-related party, unsecured, due 12/13/2013, simple interest 7%.	-	\$ 5,342	\$ 5,342
Note payable to non-related party, unsecured, due 01/31/2013, simple interest 18%.	-	\$ 3,938	\$ 3,938
Note payable to non-related party, unsecured, due on demand, simple interest 7%, convertible at anytime into common stock at 65% of market closing price on previous day	-	-	\$ 55,000
Note payable to non-related party, unsecured, due 01/07/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 15,000
Note payable to non-related party, unsecured, due 01/15/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 5,000
Note payable to non-related party, unsecured, due 01/20/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 65,272
Note payable to non-related party, unsecured, due 03/28/2013, \$13,000 in interest (1 month)	-	-	\$ 45,000
Note payable to non-related party, unsecured, due 01/23/2014, simple interest 9%.	-	-	\$ 50,000
Note payable to non-related party, unsecured, due 05/05/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 50,060

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note payable to non-related party, unsecured, due 10/25/2013, simple interest 18%,	-	-	\$ 2,000
Note payable to non-related party, unsecured, due 07/29/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 1,900
Note payable to non-related party, unsecured, due 09/19/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 10,000
Note payable to non-related party, unsecured, due 09/19/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 65,000
Note payable to non-related party, unsecured, due 09/29/2014, simple interest 7%, default interest 10%, stock option	-	-	\$ 20,000
Note payable to non-related party, unsecured, due 12/27/2013, simple interest 9%,	-	-	\$ 15,000
Note payable to non-related party, unsecured, due 07/02/2014, simple interest 9%,	-	-	\$ 15,000
	<u> </u>	<u> </u>	<u> </u>
	\$ 826,523	\$ 979,939	\$ 1,350,921
Less current portion	<u>(277,260)</u>	<u>(616,051)</u>	<u>(1,183,914)</u>
Long-term portion	<u>\$ 549,263</u>	<u>\$ 363,888</u>	<u>\$ 167,007</u>

Required principal payments from December 31, 2013 forward are as follows:

2013	\$	689,801
2014	\$	494,113
2015	\$	123,709
2016	\$	43,298
2017	\$	-
	<u>\$</u>	<u>1,350,921</u>

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Interest expense under notes payable for the nine months ended September 30, 2013 and September 30, 2012 was \$86,214 and \$56,938, respectively.

During the nine months ended September 30, 2013 and September 30, 2012 the Company recognized a beneficial conversion feature expense on borrowing from convertible notes of \$152,993 and \$102,388, respectively. At September 30, 2013 the unamortized note discount from the beneficial conversion feature was \$29,164.

In 2012 the Company borrowed \$110,000 under convertible notes with a variable conversion price based on a percentage of market price. \$27,000 of the notes were converted in 2012. The Company determined that these notes have an embedded derivative and are therefore accounted for at fair value. The Company recorded an expense of \$448,137 in 2012 for fair value adjustments based on the Black-Scholes method using the following assumptions: risk free interest rate of 0.08%, dividend yield of 0%, expected life of 2-4 months, volatility of 172% - 197%. During the six months ended June 30, 2013 the Company borrowed \$75,000 under a convertible note with a variable conversion price based on a percentage of market price. The note was not converted as of June 30, 2013. The Company determined that this note has an embedded derivative and are therefore accounted for at fair value. The Company recorded an expense of \$389,297 during the six months ended June 30, 2013 for fair value adjustments based on the Black-Scholes method using the following assumptions: risk free interest rate of 0.08%, dividend yield of 0%, expected life of 2 - 4 months, volatility of 172% - 197%. The fair equity obligation liability under the notes at June 30, 2013 was \$832,565.

	December 31,		Unaudited Sept. 30, 2013
	2011	2012	
Convertible debenture payable to unrelated party, unsecured, due 04/1/2009, convertible at holder's option at \$.25 per share, interest rate 8% Default interest rate 12%	\$ 30,000	\$ -	\$ -

NOTE 5. INCOME TAXES

Deferred income taxes arise from the temporary differences between financial statement and income tax recognition of net operating losses. These loss carryovers are limited under the Internal Revenue Code should a significant change in ownership occur.

NOTE 6. STOCK OPTIONS AND SUBSCRIPTIONS PAYABLE

The Company accounts for employee and non-employee stock options under ASC 718, whereby option costs are recorded based on the fair value of the consideration received or the fair value of the equity instruments issued, whichever is more reliably measurable. Unless otherwise provided for, the Company covers option exercises by issuing new shares.

The Company's stock option activity is described below.

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Non-employee stock options

At the beginning of 2011, the Company had 22,500 options outstanding for shares in Transbiotec – CA. During the year ended December 31, 2011 no options were exercised or expired, leaving a December 31, 2011 outstanding balance of 22,500 non-employee stock options, exercisable at prices from \$0.10 - \$0.15 per share with the option terms expiring from January 2012 through January 2015. All of these options are for the stock of TransBiotech - CA. During the year ended December 31, 2012 no options were exercised, and 20,000 options expired, leaving a December 31, 2012 outstanding balance of 2,500 non-employee stock options, exercisable at \$0.10 per share with the option terms expiring in January 2015. All of these options are for the stock of TransBiotech - CA.

During 2012 the Company granted 29,678 stock options for shares in Transbiotec - DE. The fair value of the option grants was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.8%, dividend yield of 0%, expected life of five years, volatility of 189%. No options were exercised or expired, leaving a December 31, 2012 outstanding balance of 29,678 options for Transbiotec – DE. The Company incurred and recorded compensation expense under these stock option grants of \$4,042 in 2012.

During the nine months ended September 30, 2013 the Company granted 2,996,893 stock options for shares in Transbiotec - DE. The fair value of the option grants was estimated on the date of grant using the Black-Scholes option pricing model with the following assumptions: risk free interest rate of 0.8%, dividend yield of 0%, expected life of five years, a volatility range of 185% - 190%. No options were exercised or expired, leaving a September 30, 2013 outstanding balance of 3,049,071 options for Transbiotec – DE. The Company incurred and recorded compensation expense under these stock option grants of \$121,330 during the nine months ended September 30, 2013.

Employee stock options

The parent company had no outstanding employee stock options.

Stock subscriptions payable

At September 30, 2013 the Company had stock subscriptions payable of \$26,000 for 80,696 common shares to be issued.

NOTE 7. GOING CONCERN

The Company has suffered recurring losses from operations and has a working capital deficit and stockholders' deficit, and in all likelihood will be required to make significant future expenditures in connection with continuing marketing efforts along with general administrative expenses. These conditions raise substantial doubt about the Company's ability to continue as a going concern.

The Company may raise additional capital through the sale of its equity securities, through an offering of debt securities, or through borrowings from financial institutions or others. By doing so, the Company hopes to generate revenues from sales of its alcohol sensing and ignition lock systems. Management believes that actions presently being taken to obtain additional funding provide the opportunity for the Company to continue as a going concern.

TransBiotech, Inc.
(A Development Stage Company)
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8. OTHER MATTERS

In 2012 the Company filed an action in the Superior Court of California, Orange County against a shareholder group for business interference and breach of contract. The shareholder group had alleged various accusations of malfeasance toward the Company and filed an involuntary bankruptcy action against the Company in US Bankruptcy Court, Santa Ana Division. In January 2013 the parties reached a settlement whereby the Company agreed to pay various judgments held by the shareholder group of approximately \$65,000 in exchange for the shareholder group surrendering its shares in the Company.

ITEM 2 Management's Discussion and Analysis of Financial Condition and Results of Operations

Disclaimer Regarding Forward Looking Statements

Our Management's Discussion and Analysis or Plan of Operations contains not only statements that are historical facts, but also statements that are forward-looking. Forward-looking statements are, by their very nature, uncertain and risky. These risks and uncertainties include international, national and local general economic and market conditions; demographic changes; our ability to sustain, manage, or forecast growth; our ability to successfully make and integrate acquisitions; raw material costs and availability; new product development and introduction; existing government regulations and changes in, or the failure to comply with, government regulations; adverse publicity; competition; the loss of significant customers or suppliers; fluctuations and difficulty in forecasting operating results; changes in business strategy or development plans; business disruptions; the ability to attract and retain qualified personnel; the ability to protect technology; and other risks that might be detailed from time to time in our filings with the Securities and Exchange Commission.

Although the forward-looking statements in this Quarterly Report reflect the good faith judgment of our management, such statements can only be based on facts and factors currently known by them. Consequently, and because forward-looking statements are inherently subject to risks and uncertainties, the actual results and outcomes may differ materially from the results and outcomes discussed in the forward-looking statements. You are urged to carefully review and consider the various disclosures made by us in this report and in our other reports as we attempt to advise interested parties of the risks and factors that may affect our business, financial condition, and results of operations and prospects.

Overview

We are a development stage company that has developed an alcohol detection device called "SOBR". The device is a patented device for use in detecting alcohol in a person's system by testing the ethanol content in their perspiration. We plan to market the device to two primary business segments: (i) companies and institutions that employ or contract with vehicle drivers, where the system will be marketed as a preventative drunk driving detection system, with a possible ignition locking device, and (ii) companies and institutions that have an interest in monitoring their employees' or contractors' alcohol level due to their job responsibilities, such as surgeons prior to entering surgery, pilots prior to flying aircraft, and the military for personnel returning to a military base from off-base leave. Currently, we have several "prototype" units fully-developed that we believe are ready for use, but are also constantly looking for ways to improve the device and will develop it further if we find improvements to the device.

Regarding the use in vehicles, we believe SOBR offers a unique solution to the national drunk driving problem and are currently performing beta testing of SOBR for this use. Our objective is to grow our sales and manufacturing of SOBR by aggressively pursuing the original equipment market ("OEM") once final beta testing is completed. We intend to seek an experienced OEM partner to introduce SOBR to the new automotive market. We believe that an increase in public awareness and consumer interest will generate a demand for alcohol sensing technology and we hope that auto manufacturers will begin installing SOBR as a factory installed option. We will also market SOBR to international car manufacturers which may want to gain a market advantage over domestic auto manufacturers. We will seek to enter other markets as well, such as commercial trucking, as well as seek to have included in federal legislation a requirement that a alcohol sensing devices with ignition locking systems be retrofitted in all vehicles in the U.S.

Regarding the use in monitoring employees and contractors in certain industries, such as surgeons, pilots and the military, we are in the process of soliciting potential customers interested in purchasing either interlocking or portable devices in various industries.

Currently, we do not have the money or funding to achieve the above goals and based on our revenues, cash on hand and current monthly burn rate of approximately \$25,000, we will need to continue borrowing from our shareholders and other related parties, and/or raise money from the sales of our securities, to fund operations.

Corporate Overview

We were formed in August 2007 to publish and distribute Image Magazine, a monthly guide and entertainment source for the Denver, Colorado area. We generated only limited revenue and essentially abandoned its business plan in January 2009. On September 19, 2011 we acquired approximately 52% of the outstanding shares of TBT from TBT's directors, in exchange for 12,416,462 shares of our common stock.

On January 31, 2012, we acquired approximately 45% of the remaining outstanding shares of TBT in exchange for 10,973,678 shares of our common stock.

Between the acquisitions in September 2011 and January 2012 we own approximately 97% of the outstanding shares of TBT.

As a result of the acquisition, TBT's business is our business, and, unless otherwise indicated, any references to we or us, include the business and operations of TBT.

TBT as the accounting acquirer in the transaction recorded the acquisition as the issuance of stock for our net monetary assets accompanied by a recapitalization. This accounting for the transaction was identical to that resulting from a reverse acquisition, except that no goodwill or other intangible assets were recorded.

We have developed and patented a high technology, state-of-the-art transdermal sensing system that detects blood alcohol levels through a person's skin.

The following discussion:

- o summarizes our plan of operation; and
- o analyzes our financial condition and the results of our operations for the three and nine months ended September 30, 2013.

This discussion and analysis should be read in conjunction with TBT's financial statements included as part of this Quarterly Report on Form 10-Q, as well as TBT's financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2012.

Results of Operations for Three Months Ended September 30, 2013 Compared to Three Months Ended September 30, 2012

Summary of Results of Operations

	Three Months Ended September 30,		Period from July 19, 2004 (Inception) to September 30, 2013
	2013	2012	2013
Revenue	\$ -	\$ -	-
Operating expenses:			
General and administrative	117,832	138,199	13,068,319
Amortization and Depreciation	194	152	76,931
Total operating expenses	118,026	138,351	13,145,250
Operating loss	(118,026)	(138,351)	(13,145,250)
Interest expense	(25,014)	(20,704)	(1,184,063)
Interest expense – beneficial conversion feature	(19,501)	(38,217)	(335,057)
Gain/(Loss) on fair value adjustment – derivatives	318,799	-	(518,635)
Gain on sale of fixed asset	-	-	4,790
Gain on debt reversal	81,307	-	86,878
Stock option expense	(40,377)	-	(121,330)
Net income (loss)	\$ 197,806	\$ (197,272)	(15,118,407)

Operating Loss: Net Income (Loss)

Our net income/(loss) changed by \$395,078, from (\$197,806) to \$197,806, from the three months ended September 30, 2012 compared to September 30, 2013. Our operating loss decreased by \$20,325, from (\$138,351) to (\$118,026) for the same period. The change in our net income/(loss) for the three months ended September 30, 2013, compared to the prior year period is primarily a result of the gain on fair value adjustment – derivatives as a result of the impact of our increased stock price on certain convertible instruments, as well as an increase in interest expense due to a beneficial conversion feature in certain of our convertible instruments. These changes are detailed below.

Revenue.

We have not had any revenues since our inception. Prior to September 2011 we were a company involved in publishing and distributing Image Magazine. Since September 2011, we have been involved in the development, testing and marketing SOBR, our unique alcohol sensor technology. Although we have not had any sales to date, we believe we are close to our first sales and revenue, possibly during our first quarter of 2014, but we must successfully raise money in order to execute on our business plan.

General and Administrative Expenses.

General and administrative expenses decreased by \$20,367, from \$138,199 for the three months ended September 30, 2012 to \$117,832 for the three months ended September 30, 2013, which were fairly similar for the two periods.

Interest Expense.

Interest expense increased from \$20,704 for the three months ended September 30, 2012 to \$25,014 for the three months ended September 30, 2013. For both periods these amounts are largely due to the interest we own on outstanding debt.

Interest Expense – Beneficial Conversion Feature

In the three months ended September 30, 2013 our interest expenses includes a beneficial conversion feature of \$19,501, compared to \$38,217 for the three months ended September 30, 2012, both related to a convertible debenture.

Gain on Fair Value Adjustment - Derivatives

During the three months ended September 30, 2013, we had gain on fair value adjustment – derivatives of \$318,799 primarily due to the impact of an increase in our stock price on certain convertible instruments we have outstanding. We did not have a corresponding gain or loss for the three months ended September 30, 2012.

Gain on Debt Reversal

During the three months ended September 30, 2013, we recorded a gain on debt reversal of \$81,307 related to amounts that were owed to Asher Enterprises under certain promissory notes, which amounts were converted to common stock. We did not have a corresponding gain on debt reversal for the three months ended September 30, 2012.

Results of Operations for Nine Months Ended September 30, 2013 Compared to Nine Months Ended September 30, 2012

Summary of Results of Operations

	<u>Nine months ended September 30,</u>		<u>Period from</u>
	<u>2013</u>	<u>2012</u>	<u>July 19, 2004</u>
			<u>(Inception) to</u>
			<u>September 30,</u>
			<u>2013</u>
Revenue	\$ -	\$ -	\$ -
Operating expenses:			
General and administrative	500,370	2,315,046	13,068,319
Amortization and Depreciation	582	303	76,931
Total operating expenses	500,952	2,315,349	13,145,250
Operating loss	(500,952)	(2,315,349)	(13,145,250)
Interest expense	(91,071)	(69,384)	(1,184,063)
Interest expense – beneficial conversion feature	(152,993)	(102,388)	(335,057)
Loss on fair value adjustment – derivatives	(70,498)	-	(518,635)
Gain on sale of fixed asset	-	4,790	4,790
Gain on debt reversal	86,878	-	86,878
Stock option expense	(121,330)	-	(121,330)
Net loss	\$ (844,163)	\$ (2,474,471)	\$ (15,118,407)

Operating Loss: Net Loss.

Our net loss decreased by \$1,630,308, from (\$2,474,471) to (\$844,163), for the nine months ended September 30, 2012 compared to September 30, 2013. Our operating loss decreased by \$1,814,397, from (\$2,315,349) to (\$500,952) for the same period. The significant decrease in operating loss and net loss compared to the prior year period is primarily a result of the decrease in general and administrative expenses, offset partially in our net loss by a loss on fair value adjustment – derivatives as a result of the impact of our decreased stock price on certain convertible instruments, as well as an increase in interest expense due to a beneficial conversion feature in certain of our convertible instruments. These changes are detailed below.

Revenue.

We have not had any revenues since our inception. Prior to September 2011 we were a company involved in publishing and distributing Image Magazine. Since September 2011, we have been involved in the development, testing and marketing SOBR, our unique alcohol sensor technology. Although we have not had any sales to date, we believe we are close to our first sales and revenue, possibly during our first quarter of 2014, but we must successfully raise money in order to execute on our business plan.

General and Administrative Expenses.

General and administrative expenses decreased by \$1,814,676, from \$2,315,046 for the nine months ended September 30, 2012 to \$500,370 for the nine months ended September 30, 2013, primarily due to the fact we compensated certain service providers and consultants with shares of our common stock in the nine months ended September 30, 2012 and did not do the same during the nine months ended September 30, 2013. When we compensate service providers and/or consultants with shares our common stock the fair market value of those shares appears as a general and administrative expense and can cause our expenses to appear much higher than they actually are in terms of cost to us for the services provided.

Interest Income/Expense: Net.

Interest expense, net increased from \$69,384 for the nine months ended September 30, 2012 to \$91,071 for the nine months ended September 30, 2013. For both periods these amounts are largely due to the interest we owe on outstanding debt.

Interest Expense – Beneficial Conversion Feature

In the nine months ended September 30, 2013 our interest expenses includes a beneficial conversion feature of \$152,993, compared to \$102,388 for the nine months ended September 30, 2012, both related to a convertible debenture.

Loss on Fair Value Adjustment - Derivatives

During the nine months ended September 30, 2013, we incurred loss on fair value adjustment – derivatives of (\$70,498) primarily due to the impact of a decline in our stock price on certain convertible instruments we have outstanding. We did not have a corresponding loss for the nine months ended September 30, 2012.

Gain on Debt Reversal

During the nine months ended September 30, 2013, we recorded a gain on debt reversal of \$86,878 related to amounts that were owed to Asher Enterprises under certain promissory notes, which amounts were converted to common stock. We did not have a corresponding gain on debt reversal for the nine months ended September 30, 2012.

Liquidity and Capital Resources for Nine Months Ended September 30, 2013 Compared to Nine Months Ended September 30, 2012

Introduction

During the nine months ended September 30, 2013 and 2012, because of our operating losses, we did not generate positive operating cash flows. Our cash on hand as of September 30, 2013 was \$837 and our monthly cash flow burn rate is approximately \$20,000. As a result, we have significant short term cash needs. These needs are being satisfied through proceeds from the sales of our securities and loans from both related parties and third parties. We currently do not believe we will be able to satisfy our cash needs from our revenues for some time.

Our cash, current assets, total assets, current liabilities, and total liabilities as of September 30, 2013 and as of December 31, 2012, respectively, are as follows:

	<u>September 30,</u> <u>2013</u>	<u>December 31,</u> <u>2012</u>	<u>Change</u>
Cash	\$ 837	\$ 782	\$ 55
Total Current Assets	837	782	55
Total Assets	3,262	2,278	984
Total Current Liabilities	2,604,731	2,034,681	570,050
Total Liabilities	\$ 2,771,738	\$ 2,398,569	\$ 373,169

Our current assets increased by \$55 as of September 30, 2013 as compared to December 31, 2012. The increase in our total assets between the two periods was attributed to a slight increase in our cash on hand as of September 30, 2013, since we did not have any current assets other than cash for the two periods presented.

Our current liabilities increased by \$570,050, as of September 30, 2013 as compared to December 31, 2012. A large portion of this increase was due to an increase in our accounts payable of \$160,613, an increase in our notes payable – current – related parties of \$312,601 as a result of borrowing additional money from related parties, an increase in our notes payable – current of \$255,262 as a result of borrowing additional money from non-related parties, offset by a decrease in other payables of \$158,006.

In order to repay our obligations in full or in part when due, we will be required to raise significant capital from other sources. There is no assurance, however, that we will be successful in these efforts.

Cash Requirements

We had cash available as of September 30, 2013 of \$837 and \$782 on December 31, 2012. Based on our revenues, cash on hand and current monthly burn rate, around \$20,000, we will need to continue borrowing from our shareholders and other related parties, and/or raise money from the sales of our securities, to fund operations.

Sources and Uses of Cash

Operations

We had net cash provided (used) by operating activities of (\$340,384) for the nine months ended September 30, 2013, as compared to (\$348,389) for the nine months ended September 30, 2012. For the period in 2013, the net cash used in operating activities consisted primarily of our net income (loss) of (\$844,163) and gain on debt reversal of (\$86,878), offset by compensatory equity issuances of \$77,433, accrued payables of \$276,650, fair value adjustments – equity obligations of \$70,498, note payable beneficial conversion expense of \$152,993, and original issue discount – interest expense of 12,510. For the period in 2012, the net cash provided by operating activities consisted primarily of our net income (loss) of (\$348,389) and gain on sale of fixed asset of (\$4,790), offset by compensatory equity issuances of \$1,898,957, accrued payables of \$89,941, and note payable beneficial conversion expense of \$140,821.

Investments

We had net cash provided (used) by investing activities of (\$511) for the nine months ended September 30, 2013 compared to \$3,820 for the nine months ended September 30, 2012. In the nine months ended September 30, 2013 the net cash provided (used) by investing activities related fixed asset purchases of \$511. In the nine months ended September 30, 2012 the net cash provided (used) by investing activities related to proceeds received from the sale of a fixed asset of \$4,790, and fixed asset purchases of \$970.

Financing

Our net cash provided (used) by financing activities for the nine months ended September 30, 2013 was \$341,732, compared to \$239,386 for the nine months ended September 30, 2012. For the period in 2013, our financing activities related to notes and loans payable – borrowings of \$346,232 and equity issuances of \$47,500, offset by notes and loans payables – payments of (\$52,000). For the period in 2012, our financing activities consisted of equity issuances of \$90,000 and notes and loans payable – borrowings of \$149,386.

Off Balance Sheet Arrangements

We have no off balance sheet arrangements.

ITEM 3 Quantitative and Qualitative Disclosures About Market Risk

As a smaller reporting company, we are not required to provide the information required by this Item.

ITEM 4 Controls and Procedures

(a) Evaluation of Disclosure Controls Procedures

Disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. Disclosure and control procedures are also designed to ensure that such information is accumulated and communicated to management, including the chief executive officer and chief financial officer, to allow timely decisions regarding required disclosures.

As of September 30, 2013, we carried out an evaluation, under the supervision and with the participation of management, including our chief executive officer and chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures. In designing and evaluating the disclosure controls and procedures, management recognizes that there are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their desired control objectives. Additionally, in evaluating and implementing possible controls and procedures, management is required to apply its reasonable judgment. We also do not have an audit committee. Based on the evaluation described above, and as a result, in part, of not having an audit committee and having one individual serve as our chief executive officer and chief financial officer has concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were not effective to the same extent as reported in our Annual Report on Form 10-K for the year ended December 31, 2012.

As funds become available to us, we expect to implement additional measures to improve disclosure controls and procedures.

(b) Changes in Internal Controls over Financial Reporting

There was no change in our internal controls over financial reporting that occurred during the period covered by this report, which has materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

(c) Officer's Certifications

Appearing as an exhibit to this quarterly report on Form 10-Q are "Certifications" of our Chief Executive and Financial Officer. The Certifications are required pursuant to Sections 302 of the Sarbanes-Oxley Act of 2002 (the "Section 302 Certifications"). This section of the quarterly report on Form 10-Q contains information concerning the Controls Evaluation referred to in the Section 302 Certifications. This information should be read in conjunction with the Section 302 Certifications for a more complete understanding of the topics presented.

PART II – OTHER INFORMATION

ITEM 1 Legal Proceedings

On December 21, 2012, we were mail served with a legal action entitled, Involuntary Petition, Chapter 7, pursuant to which petitioning creditor Bill Bowman filed an involuntary bankruptcy proceeding with the stated purpose of putting TransBiotech, Inc., a California corporation and our wholly-owned subsidiary, into a bankruptcy (the "Involuntary Petition"). Subsequently we entered into a Settlement Agreement with Mr. Bowman (the "Bowman Settlement") and on April 2, 2013 Mr. Bowman filed a Motion to Dismiss with the Court to have this matter dismissed with prejudice. The Court approved the Motion to Dismiss and issued an Order to Dismiss the legal action, effective July 29, 2013. On August 29, 2013, the parties to the Bowman Settlement amended the Settlement Agreement allowing us to make one final payment of \$75,000 to Bowman as final payment under the Bowman Settlement. We made the payment on or about September 4, 2013, and we do not owe Mr. Bowman any further sums and lawsuits involving Mr. Bowman have been dismissed.

On December 6, 2006, Orange County Valet and Security Patrol, Inc. filed a lawsuit against us in Orange County California State Superior Court for Breach of Contract in the amount of \$9,720.00. A default judgment was taken against us in this matter. However, the judgment had not been entered for a long period time, but we recently learned the Plaintiff's have perfected the judgment against us, but we have not heard from the Plaintiffs for a long period time.

On May 11, 2012, we sued William Cooper, Travis Cooper and William Bowman, and KULA Management, Inc., an unknown entity in a case entitled, *TransBiotech, Inc. v. William Cooper, Travis Cooper, William Bowman*, Superior Court of California, County of Orange, Case No. 30-2012-00568440-CU-BC- CJC for breach of contract, intentional interference, with contractual relations, intentional interference with prospective economic relations, defamation, and unfair business practices. According to the Complaint the lawsuit was based on false and misleading claims made by the Defendants, as well as tortious interference with our business and contacts. The Complaint sought unspecified damages to be determined by the Court or trier of fact. William Cooper, Travis Cooper and William Bowman all filed timely Answers. Kula Management, Inc. did not file an Answer and we received a default judgment against Kula Management, Inc. Travis Cooper and William Cooper filed cross-complaints alleging breach of contract. William Cooper's cross-complaint was disallowed due to failure to file timely. As part of the Bowman Settlement mentioned above, this lawsuit was dismissed by all parties, effective March 22, 2013.

We currently have one outstanding judgment against us involving a past employee of the company. The matter is under the purview of the State of California, Franchise Tax Board, Industrial Health and Safety Collections. We currently owe approximately \$28,277, plus accrued interest, to our ex-employee for unpaid wages under these Orders and are working to get this amount paid off.

On November 14, 2005, Fashion Furniture Rental, Inc. filed a lawsuit against TBT in the Orange County California State Superior Court for breach of contract. In 2012 Fashion Furniture Rental obtained a judgment against the Company in the approximate amount of \$61,000. This judgment was subsequently assigned to Mr. Bowman, who asserted it in the aforementioned Involuntary Petition. This judgment has been partially satisfied in conjunction with the Bowman Settlement after paying \$14,535.72 on the amount due. Per the terms of the Bowman Settlement, the remaining amount (\$84,703.04 as of September 30, 2013) is to be fully satisfied by the end of this year. As part of the final settlement with Bowman per the August 29, 2013 amendment to the Bowman Settlement, the remaining amounts due hereunder have been satisfied.

On December 5, 2007, a judgment in favor of Vitaly Telishevsky in the amount of \$29,791.43 was entered against TBT. This judgment was entered pursuant to an "Order, Decision or Award of the Labor Commissioner." The judgment was later assigned to Mr. Bowman, who asserted it in the Involuntary Petition. This judgment has been partially satisfied in conjunction with the Bowman Settlement after paying \$14,089.87 on the amount due. Per the terms of the Bowman Settlement, the remaining amount (\$31,144.22 as of September 30, 2013) it is to be fully satisfied by the end of this year. We are currently working on satisfying the remainder due under this judgment. As part of the final settlement with Bowman per the August 29, 2013 amendment to the Bowman Settlement, the remaining amounts due hereunder have been satisfied.

On September 30, 2006, a judgment in favor of Dai Vu in the amount of \$22,065.44 was entered against TBT. This judgment was entered pursuant to an "Order, Decision or Award of the Labor Commissioner." The judgment was later assigned to Mr. Bowman, who asserted it in the Involuntary Petition. This judgment has been fully satisfied in conjunction with the Bowman Settlement.

In the ordinary course of business, we are from time to time involved in various pending or threatened legal actions. The litigation process is inherently uncertain and it is possible that the resolution of such matters might have a material adverse effect upon our financial condition and/or results of operations. However, in the opinion of our management, other than as set forth herein, matters currently pending or threatened against us are not expected to have a material adverse effect on our financial position or results of operations.

ITEM 1A Risk Factors

As a smaller reporting company, we are not required to provide the information required by this Item.

ITEM 2 Unregistered Sales of Equity Securities and Use of Proceeds

During the three months ended September 30, 2013, we issued the following unregistered securities:

During the three months ended September 30, 2013, we issued an aggregate of 1,947,069 shares of our common stock, restricted in accordance with Rule 144, to Asher Enterprises, Inc., upon the conversion by Asher of \$81,307 of debt we owe to them under a Convertible Promissory Note, currently in default. Based on the representations of the investor in the Convertible Promissory Note and the Notice of Conversion, the issuance of the shares was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933. The investor was accredited and sophisticated, familiar with our operations, and there was no solicitation.

During the three months ended September 30, 2013, we issued 150,000 shares of our common stock, restricted in accordance with Rule 144, to Scott Painter, one of our former officers and directors, pursuant to a Settlement Agreement we entered into with Mr. Painter on May 14, 2013. Based on Mr. Painter's position as one of our former officers and directors the issuance of the shares was exempt from registration pursuant to Section 4(2) of the Securities Act of 1933. The investor was accredited and sophisticated, familiar with our operations, and there was no solicitation.

ITEM 3 Defaults Upon Senior Securities

There have been no events which are required to be reported under this Item.

ITEM 4 Mine Safety Disclosures

There have been no events which are required to be reported under this Item.

ITEM 5 Other Information

There have been no events which are required to be reported under this Item.

ITEM 6 Exhibits

Item No.	Description
3.1 (1)	Articles of Incorporation of Imagine Media, Ltd.
3.2 (3)	Articles of Amendment to Articles of Incorporation to TransBiotech, Inc.
3.3 (1)	Bylaws of Imagine Media, Ltd.
10.1 (1)	Spin-of Trust Agreement by and between Gregory A. Bloom and Imagine Holding Corp. dated August 10, 2007
10.2 (1)	Form of Work For Hire Agreement
10.3 (1)	Assignment and Assumption Agreement by and between Imagine Holding Corp. and Imagine Media, Ltd. dated August 23, 2007
10.4 (2)	Investment Agreement by and between TransBiotech, Inc. and Kodiak Capital Group, LLC dated August 15, 2012
10.5 (3)	Amendment No. 1 to Investment Agreement by and between TransBiotech, Inc. and Kodiak Capital Group, LLC dated October 18, 2012
10.6 (2)	Registration Rights Agreement by and between TransBiotech, Inc. and Kodiak Capital Group, LLC dated August 15, 2012
10.7	Settlement Agreement by and between TransBiotech, Inc., et al and Bowman & Co., et al dated March 13, 2013
10.8	Settlement Agreement by and between TransBiotech, Inc., and Scott Painter dated May 14, 2013
10.9	Amendment No. 1 to Settlement Agreement by and between TransBiotech, Inc., et al and Bowman & Co., et al dated August 29, 2013
31.1	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer (filed herewith).
31.2	Rule 13a-14(a)/15d-14(a) Certification of Chief Accounting Officer (filed herewith).
32.1	Section 1350 Certification of Chief Executive Officer (filed herewith).
32.2	Section 1350 Certification of Chief Accounting Officer (filed herewith).

101.INS **	XBRL Instance Document
101.SCH **	XBRL Taxonomy Extension Schema Document
101.CAL **	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF **	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB **	XBRL Taxonomy Extension Label Linkbase Document
101.PRE **	XBRL Taxonomy Extension Presentation Linkbase Document

** XBRL (Extensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

- (1) Incorporated by reference from our Registration Statement on Form SB-2, filed with the Commission on January 31, 2008.
- (2) Incorporated by reference from our Current Report on Form 8-K, filed with the Commission on September 11, 2012.
- (3) Incorporated by reference from our Registration Statement on Form S-1, filed with the Commission on November 6, 2012.

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 thereunto duly authorized.

TransBiotech, Inc.

Dated: November 14, 2013

By: /s/ Charles Bennington
Charles Bennington
President

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release ("Agreement") is entered into as of the 13th. day of March, 2013, by and between the following parties identified immediately below (collectively, the Parties):

1. TransBioTec, Inc., a California corporation (TBT-CA);
2. TransBioTec, Inc., a Delaware corporation (TBT-DE)
3. TransBioTec, Inc., a Colorado corporation (TBT-CO);
4. David William Bowman, aka Bill Bowman;
5. Bowman & Co., LLC;
6. William Cooper;
7. KULA, a suspended entity; and
8. Travis Cooper

The above TransBioTec, Inc. business entities, parties 1-3, unless specifically referred to, are collectively referred to as "TBT". The individual settling parties 4, 6 and 8 and the remaining entity parties 5 and 7, unless specifically referred to, are collectively referred to as "Bowman/Coopers".

This Agreement is executed with reference to the following facts:

RECITALS

A. The Parties are engaged in various civil, bankruptcy, and post-judgment collection lawsuits. There are also pending demands and cross-claims, including filings with state and federal regulatory agencies. The Parties by written Agreement Summary for Short Form Settlement with Contingencies ("Short Form Agreement") made effective January 18, 2013, agreed to a two part process of an interim short form litigation/petition suspension and stay of proceedings pending a final long form settlement agreement and mutual releases. A copy of the Parties duly signed Short Form Agreement is attached hereto as Exhibit 1.

B. The Parties have performed their respective duties on the Short Form Agreement. See Short Form Agreement sections 1 a) and 1 b) and section 2 b), 2 c) on the full and partial Satisfaction of Judgments. The civil suit affected by this long form agreement is styled as TransBioTec, Inc. v. William Cooper, et. al., Case No. 30-2012-00568440-CU-BC-CJC filed in the Orange County Superior Court (“Civil Case”). The involuntary bankruptcy action brought by Petitioning Creditor Bill Bowman is styled as In re: TransBioTec, Inc., Debtor, Case No. 8:12-bk-22819-ES, United States Bankruptcy Court, Central District, Santa Ana Division (“Bankruptcy Case”) and separate collections actions on civil judgments (the “Bowman Judgments”) in Orange County Superior Court (collectively the “Actions”).

C. The purpose of this document is the final long form Settlement Agreement and Mutual General Releases to finalize the balance of the terms, conditions and agreements of the Short Form Agreement for all Parties. The Parties now desire to compromise and settle the balance of their respective claims, lawsuits and petitions arising from and related to the above-referenced Actions, known and unknown claims relating to the Actions, and desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts, mutual covenants and agreements herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties have performed their respective duties on the Short Form Agreement. See Short Form Agreement sections 1 a) and 1 b) and section 2 b), 2 c) on the full and partial Satisfaction of Judgments.

2. TBT has paid both installment payments of the Short Form Agreement toward the satisfaction of the Bowman Judgments. Bowman has provided and processed the reciprocal Full Satisfaction of Judgment for Dai Vu and partial satisfaction of Judgments for Fashion Furniture and Telishevsky. Upon the TBT payment of both installments, the Parties agree to the dismissal with prejudice of the Civil Case and dismissal of the pending Bankruptcy Case within 10 days of the date of this duly signed Agreement. The Parties also agree to the following additional settlement terms and conditions as follows:

a. Full mutual release by TBT and Bowman/Coopers of all claims, known or unknown;

b. Bowman ceases any collection activity pending final payment of total due (with interest/costs on Judgments);

c. Bowman/Cooper surrenders their stock holdings in TBT-CA. See Exhibit 2 attaching copies of the three share certificates that are being surrendered. The original share certificates to be provided by mail within 10 days of the date of this Agreement with the backs signed and assigned back to TBT-CA for surrender and return to treasury shares;

d. Bowman/Coopers and TBT mutually agree to release any individual, be it any Officer, Director and/or Shareholder of TBT (CA, CO & DE) and any entity associated with Bowman/Coopers from any claim of action, whether at law or in equity, relative to the conduct of the affairs/business of said entities;

e. That until TBT pays the balance due on the Bowman Judgments (with accrued interest and taxable costs) pursuant to the terms of this agreement TBT shall make no payment on any amounts accrued/payable to officers and directors of any TBT entity so long as the Kodiak Equity Line of Credit Agreement or similar equity financing funding event shall remain in effect;

f. The Judgments shall be fully satisfied from the proceeds of the Kodiak Equity Line of Credit Agreement or similar equity funding transaction as received by TBT. In the event the Judgments are not fully satisfied upon termination of the Kodiak Equity Line of Credit Agreement or similar equity funding transaction, then and in such event, Bowman is free to resume enforced collection process, only, without resort to Involuntary Bankruptcy process. The duration of suspension and stay of Bowman's Judgment collection efforts for the above equity funding shall last only through the end of the 2013 calendar year;

g. That during this agreement and following any final settlement that the Parties shall not contact and/or otherwise communicate with each other or with TBT's officers, directors, agents, broker-dealers, shareholders except through legal counsel of TBT.

3. Mutual General Releases.

a. The Parties, for themselves, their relatives, heirs, successors, assigns, agents and representatives, for the consideration set forth above, and the mutual promises herein contained, and including their officers, directors, employees, agents, attorneys, heirs, representatives, successors and assigns release and forever discharge each other from any and all actions, causes of action, judgments, liens, petitions, promises, agreements, contracts, obligations, transactions, indebtedness, costs, damages, losses, lawsuits, arbitrations, appeals, claims, liabilities, indemnifications, debts, restrictive covenants, covenants not to compete, demands, attorney's fees or expenses of any nature whatsoever, as expressly set forth in this Agreement, and rights of any kind or character, which specifically arises out of and/or relates to any claims and/or defenses to the subject of this Agreement.

b. Waiver of Civil Code Section 1542. Each Party to this Agreement specifically waives the benefit of any policy or provision of law to the effect that a general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the other party. Without limitation on the generality of the foregoing, each party to this Agreement specifically waives the benefit of the provisions of Section 1542 of the California Civil Code as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties agree, except as specifically reserved, upon completion of the terms and conditions herein, to abandon, release, waive and relinquish all rights and benefits which they have or might have otherwise acquired against each other under Section 1542 of the Civil Code of the State of California pertaining to the subject matter of this Agreement. The Parties acknowledge that they may hereafter discover claims presently unknown or unsuspected by them, or facts in addition to or different from those which they now know or believe to be true, as to the matters released herein. Nevertheless, it is the Parties' intention, through this release, to fully, finally, and forever release all such matters and all claims relating thereto, which do now exist or may hereafter exist, or may heretofore have existed.

4. No Admission

The execution of this Agreement affects the settlement of claims which are contested and denied. Nothing herein contained shall be construed as an admission by any party hereto of any liability of any kind to the other party. Each party acknowledges that the other parties expressly deny that any of them is in any way liable or obligated to the others.

5. Attorney's Fees

In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and reasonable attorney's fees incurred therein by the prevailing party (including, without limitation, such costs, expenses and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorney's fees, shall be included as part of the judgment.

6. Merger and Integration

This Agreement contains the entire understanding of the parties; there are no representations, covenants or understandings other than those, either express, implied or referred to herein. Each party acknowledges that there are no conditions to this Agreement other than those expressed or referred to herein. Each party acknowledges that no other party or any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied or statutory, not contained or referred to herein, concerning the subject matter hereof, to induce them to execute this Agreement, and they acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty not specifically contained or referred to herein.

7. Binding on Successors

This Agreement and covenants and conditions herein contained shall apply to, be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, assignees, successors and agents of the parties hereto.

8. Severability

The provisions of this Agreement are severable, and should any provision for any reason is unenforceable; the balance shall nonetheless be of full force and effect.

9. Applicable Law

The Parties agree that jurisdiction over any litigation arising out of this Agreement shall be in California and that venue shall be in the County of Orange. The Parties herein submit to such jurisdiction and venue in the event of any litigation arising out of this Agreement. This Agreement is to be deemed to have been jointly prepared by the parties hereto and any uncertainty and ambiguity existing herein shall not be interpreted against any party hereto, but according to the application of the rules of interpretation of contracts, if any such uncertainty or ambiguity exists. Any provisions of Evidence Code §§ 1115-1128 and 1152.5 notwithstanding, this Agreement may be enforced by any Party hereto by a motion under Code of Civil Procedure §664.6 or by any other procedure permitted by law in the California Superior Court and applicable Rules of Bankruptcy and Federal Procedure.

10. Advice of Counsel

Each party hereto has had the opportunity to seek the advice of counsel concerning this settlement and this full and final release of all claims. The parties hereto warrant and acknowledge that prior to execution of this Agreement, they apprised themselves of sufficient relevant data (including information as to all rights and obligations between or among any of the parties hereto), either through experts or through other sources of their own selection, in order that they might intelligently exercise their own judgment in deciding whether to execute, and deciding on the contents of, this agreement. The parties hereto further warrant and acknowledge that their decisions were not based on, influenced by or induced by any declaration or representation whatsoever of any other party, or the officers, directors, employees, agents or attorney in fact or at law, of any other party, and that this agreement was not executed in reliance on any such declaration or representation. The parties hereto further warrant and acknowledge that they executed this agreement with the advice of their legal counsel.

11. Fees and Costs Previously Incurred

Each party shall be responsible, except as expressly set forth herein, for its own costs and fees incurred in relation to this Matter.

12. Necessary Documents and Instruments

The parties hereto agree to execute any and all other documents and instruments in writing which may be reasonably necessary or proper to effectuate and carry out the purposes of this Agreement.

13. Gender

Wherever the masculine, feminine or neuter form is used in this agreement, said term shall apply with equal force and effect to any other gender as required by the context wherein the term appears.

14. Assignment and Indemnity

The parties represent and warrant to and agree with each other that they have not heretofore assigned or transferred or purported to assign or transfer, nor will they assign or transfer, to any other person, entity, firm or corporation whatsoever any claim, debt, liability, demand, investment, cost, action or cause of action, damage, loss, attorneys' fee, expense, or obligation herein released. The parties agree to indemnify, save, protect and hold each other harmless against any claim, debt, liability, demand, investment, obligation, expense, action or cause of action, damage, loss, attorneys' fee or cost which in any way is based on, arises out of or is connected with any such prohibited assignment or transfer, including indemnification for all attorneys' fees and any costs incurred in connection therewith.

15. Waiver

The waiver of any breach of this Agreement by any party shall not be a waiver of any other subsequent or prior breach, including in the case of any ongoing breach, the continuation of such breach after the waiver.

16. Other General Provisions

- a. The representation and warranties contained in this Agreement are deemed to and do survive the closing hereof.
- b. This Agreement may not be altered or modified except by a writing signed by each party to this Agreement.

c. Unless specifically stated to the contrary, nothing contained in this Agreement, whether express or implied, shall confer any rights or remedies under or by reason of this Agreement on any person or entity not a party to this Agreement.

d. The undersigned have read the foregoing Agreement, fully understand it, and assent to its terms and provisions.

e. Each party whose signature is affixed hereto in a representative capacity represents and warrants that he is authorized to execute this Agreement on behalf of and to bind the entity on whose behalf his signature is affixed.

17. Counterpart.

The Parties agree that this Agreement may be signed in counterparts by the Parties. The original of this Agreement shall be deemed to consist of the Agreement with separate signature pages each with the original signatures of one or more of the Parties. A signature page received via facsimile or electronic mail of any original signature will be deemed effective as an original signature. The Parties further understand and agree that no obligations shall arise under this Agreement unless and until all Parties have signed their respective copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement so that the same may be effective as of the day and year first written above.

ALL PARTY SIGNATURES ARE ON THE FOLLOWING PAGE.

BOWMAN/COOPERS PARTIES:

/s/ David William Bowman
David William Bowman

/s/ William Cooper
William Cooper

/s/ Travis Cooper
Travis Cooper

Bowman & Co., LLC

/s/ David William Bowman
By: David William Bowman
Its: Authorized Member

KULA, aka Kula Management, Inc., a suspended entity

/s/ Travis Cooper
By: Travis Cooper
Its: Authorized Agent/Officer/Owner

TRANSBIOTEC, INC. PARTIES

TransBioTec, Inc., a California Corporation

/s/ Charles Bennington
By: Charles Bennington
Its: President

TransBioTec, Inc., a Colorado Corporation

/s/ Charles Bennington
By: Charles Bennington
Its:

TransBioTec, Inc., a Delaware Corporation

/s/ Charles Bennington
By: Charles Bennington
Its: President

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims (this "**Agreement**") is made and entered into as of May 14, 2013 by and between Scott Painter ("**Painter**") and TransBioTec, Inc., a Delaware corporation, and its affiliated entities, including parent, subsidiary [specifically, TransBioTec, Inc., a California corporation], and sister corporations (collectively "**TransBioTec**" or the "**Company**"), with Painter and the Company together referred to herein as the "**Parties**".

This Agreement is executed with reference to the following facts:

RECITALS

- A. In 2012 the Company hired Painter to act as the CEO of the Company. The terms of Painter's employment were set forth in a negotiation memorandum but never finalized into a written employment agreement. On December 28, 2012, following a Company Board meeting, Painter was terminated as CEO of the Company (the "Separation Date").
- B. Through counsel, the Parties have been in discussion over the nature and reasons for the Painter termination. As a result of the discussions, the Parties have agreed to settle any and all claims that each other may have against each other.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing facts and mutual covenants and agreements herein contained, the Parties agree as follows:

1. Terms of Settlement:

- a. The Company agrees to pay Painter, by wired funds, a total of Fifty Thousand dollars (\$50,000) upon the following schedule of one-half paid May 15, 2013, with a three day grace period and the remaining one-half paid by May 30, 2013 with a three day grace period (the "Separation Payments"). The Company can pay the entire sum with the first payment. Painter is to provide wiring instructions by close of business on May 14, 2013.
- b. The payment above in Section 1.a. is allocated: (i) \$45,000 Salary; and (ii) \$5,000 expense loan reimbursement,
- c. Issuance of 150,000 common stock shares to Painter. The Company shares shall be processed for delivery to Painter within 15 working days of the date of execution of this Agreement, and
- d. Agreement to a mutual non-disparagement clause.

2. In executing this Agreement, the Parties hereby terminate all other existing business and contractual relationships between them.

3 . **Release by Painter.** In consideration of the Settlement Agreement terms and conditions, Painter, on behalf of himself, his successors, heirs, administrators, executors, assigns, attorneys, agents and representatives, and each of them, irrevocably and unconditionally waives, releases, and promises never to assert against TransBioTec or its present and former parent companies, affiliates, subsidiaries, officers, directors, present and former employees, attorneys, insurers, agents, successors, and assigns, and each of them (collectively, the “ **TransBioTec Releasees** ”), any and all debts, claims, liabilities, demands, and causes of action of every kind, nature and description he may have against TransBioTec Releasees to the fullest extent permitted by law, including all those arising out of or related to Painter’s employment with TransBioTec, or any affiliate, Painter’s termination from employment and all other positions with TransBioTec or any affiliate, or any other claim of any kind arising from any act that occurred during Painter’s employment with TransBioTec including the cessation of employment contemplated by this Agreement; provided, however, that Painter is not waiving any claims or rights that he may have under this Agreement.

This release is intended to have the broadest possible application, and includes, but is not limited to, claims arising in any jurisdiction in the world, including any claims under U.S. federal, state, or local statutory or common law such as alleged violations of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act of 1993, the Workers Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act; the California Civil Code, the California Labor Code, the California WARN Act (Cal. Labor Code §§1400 *et seq.*), claims arising under contract or any alleged breach of tort law; and claims arising out of any law or public policy of the United States of America, the State of California, or any other governmental entity. Painter expressly waives his right to recovery of any type, including damages or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Painter or on his behalf, related in any way to the matters released herein. However, this general release is not intended to bar any claims that, by statute, may not be waived, such as Painter’s right to file a charge with the National Labor Relations Board or Equal Employment Opportunity Commission and other similar government agencies, and claims for any challenge to the validity of Painter’s release of claims under the Age Discrimination in Employment Act of 1967, as amended, as set forth in this Agreement.

Painter accepts the amounts to which he is entitled by virtue of this Agreement as final settlement of accounts between the parties and declares expressly that, subject to performance of this Agreement, neither TransBioTec nor any other TransBioTec Releasees – wherever located – will have any further obligations to Painter. Painter confirms that he has no further rights or claims – and to the extent relevant he knowingly and expressly waives any and all of such rights and claims – against TransBioTec and the TransBioTec Releasees, wherever located and under any applicable laws of any relevant jurisdiction, on the basis of the employment relationship and/or the termination of the Employment Agreement, including (without limitation) salary, bonuses, commissions, vacation pay, termination, discrimination, outplacement benefits, relocation benefits, protection indemnities of any nature, any other indemnities or on any other basis whatsoever. Nothing in this Agreement constitutes waiver or release of Painter’s indemnification rights under, if applicable, common or statutory law.

Painter, moreover, expressly waives the right to invoke any factual or legal error or any omission whatsoever pertaining to the existence and extent of his rights.

4. **Release by TransBioTec.** In consideration of the release provided by Painter in this Agreement, TransBioTec irrevocably and unconditionally waives, releases, and promises never to assert against Painter, his successors, heirs, administrators, executors, assigns, attorneys, agents and representatives, and each of them (collectively, the “ **Painter Releasees** ”), any and all debts, claims, liabilities, demands, and causes of action that it may have that arise out of actions taken by Painter in the course and scope of his performance of his duties as an officer, director or employee of TransBioTec; provided, however, that TransBioTec is not waiving or releasing any claims or rights that it may have against Painter as a result of Painter’s fraudulent or dishonest conduct, knowing or intentional violation of law.

5. **Cooperation.** In consideration of this Agreement, Painter will fully cooperate with TransBioTec and its counsel as it relates, in any way, to the following: any foreign or domestic dispute (including, but not limited to, litigation, arbitration, and federal, state or local administrative inquiry) arising out of or related to any services he performed for TransBioTec and which occurred during his employment with or other services to TransBioTec. Full cooperation shall include, but not be limited to, review of documents, attendance at meetings, trial or administrative proceedings, depositions, interviews, or production of documents to TransBioTec without the need of the subpoena process. During the period Painter is receiving Separation Payments, such cooperation will be provided by Painter without further compensation, other than reimbursement for reasonable out of pocket business expenses such as transportation, parking and meals or as specifically agreed in advance and in writing. In addition, as a condition to TransBioTec executing this Agreement and providing the Separation Benefits hereunder, Painter agrees to cooperate in all matters relating to the transition of his employment (including with respect to internal and external communication plans) and other matters reasonably requested by TransBioTec after the Separation Date, without further compensation.

6. **No Existing Claims.** Painter warrants that neither Painter nor any of the Painter Releasees has any existing claims against TransBioTec, or any of its present or former employees, and neither Painter nor any of the Painter Releasees has filed any complaints, charges, grievances, or lawsuits against any TransBioTec Releasees, or any other person or entity which is released by this Agreement, with any federal, state, or other court or agency in any jurisdiction inside or outside the United States. TransBioTec warrants that neither TransBioTec nor any of the TransBioTec Releasees has any existing claims against Painter, and neither TransBioTec nor any of the TransBioTec Releasees has filed any complaints, charges, grievances, or lawsuits against any Painter Releasees, or any other person or entity which is released by this Agreement, with any federal, state, or other court or agency in any jurisdiction inside or outside the United States.

7. **Section 1542 Waiver.** Painter waives all rights under California Civil Code section 1542, if applicable, and any similar statute or rule of decision in any other jurisdiction. Section 1542 Painters as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.”

By waiving all rights under section 1542, Painter acknowledges that this release includes all claims, demands, or causes of action, attorneys’ fees and costs that Painter may have against TransBioTec Releasees. It is understood and agreed by Painter that this Agreement waives all right, if any, under California Civil Code section 1542, and any similar statute or rule of decision in any other jurisdiction, and is a full and final release, and that it will extinguish claims, demands and causes of action that are known or unknown, foreseen, or unforeseen, anticipated or unanticipated, of every kind, nature and character Painter may have against TransBioTec as of the date Painter executes this Agreement.

8. **No Admission of Liability.** This Agreement is not an admission of liability on the part of TransBioTec Releasees, or any of their present or former directors, officers, employees, shareholders, or agents. This Agreement is not an admission, directly or by implication, that TransBioTec Releasees, or any of them, has violated any law, regulation, rule, or contractual right, or any other duty or obligation of any kind, including any duty or obligation owed to or allegedly owed to Painter.

9. **Section 409A.**

(a) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Painter, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation not exempt under Section 409A (together, the “*Deferred Payments*”) will be paid or otherwise provided until Painter has a “separation from service” within the meaning of Section 409A. And for purposes of this Agreement, any reference to “termination of employment,” “termination” or any similar term shall be construed to mean a “separation from service” within the meaning of Section 409A. Similarly, no separation payable to Painter, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Painter has a “separation from service” within the meaning of Section 409A. For purposes of this Agreement, “*Section 409A*” means Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations and any guidance promulgated thereunder or any state law equivalent.

(b) Notwithstanding anything to the contrary in this Agreement, if Painter is a “specified employee” within the meaning of Section 409A at the time of Painter’s termination of employment (other than due to death), then the Deferred Payments, if any, that are payable within the first six months following Painter’s separation from service, will become payable on the first payroll date that occurs on or after the date six months and one day following the date of Painter’s separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit without regard to such delay. Notwithstanding anything herein to the contrary, if Painter dies following Painter’s separation from service, but prior to the six month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Painter’s death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit without regard to such delay. Each payment, installment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations to the extent permissible thereunder.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

(d) The foregoing provisions are intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Painter agrees to amend this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition to Painter under Section 409A, so long as such amendment or action does not reduce Painter’s benefits hereunder. Painter has had an opportunity to review this Agreement with his own legal and tax advisors and **understands that TransBioTec does not guarantee any particular tax effect for income provided to Painter pursuant to this Agreement.** In any event, except for TransBioTecs responsibility to withhold applicable income and employment taxes from compensation paid or provided to Painter, TransBioTec shall not be responsible for the payment of any applicable taxes, penalties or interest on compensation paid or provided to Painter pursuant to this Agreement. In no event will the Company reimburse Painter for any penalties, taxes or interest that may be imposed on Painter as a result of Section 409A.

10. Future Employment. Painter acknowledges that any employment relationship he has had with TransBioTec terminates irrevocably in accordance with this Agreement on the Separation Date, and that Painter has no further relationship in the future with TransBioTec. Painter agrees to waive any claim for reinstatement or rehire.

11. Attorneys’ Fees and Costs. The parties will bear their own fees and costs incurred in connection with negotiating and drafting this Agreement.

12. Non-Assignment of Claims. Painter represents and warrants that he has not assigned or otherwise transferred any interest in any claim that is the subject of this Agreement.

13. Advice of Counsel. In executing this Agreement, Painter acknowledges that he has had the opportunity to consult with, and be advised by, an independent lawyer of his choice, and that he has executed this Agreement voluntarily after independent investigation, and without fraud, duress, or undue influence.

14. Ambiguities. Painter has reviewed this Agreement, and has had a full opportunity to negotiate its contents. Painter expressly waives any common law or statutory rule of construction that ambiguities are to be construed against the drafter of the Agreement, and Painter agrees that the language of this Agreement will be in all cases construed as a whole, according to its fair meaning.

1 5 . Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties. It supersedes all prior understandings and agreements, both oral and written. Other than this Agreement, there are no other agreements, written or oral, express or implied, between the parties with respect to the subject matter of the Agreement. The parties agree that this Agreement may be modified only in a writing that is signed by both an authorized representative of TransBioTec and Painter.

16. Choice of Law. The parties agree that the formation, terms, and construction of this Agreement are governed by the laws of the State of California with venue of any civil matter to be in the County of Orange, State of California, and where applicable, of the United States.

17. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be illegal, invalid, or unenforceable, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court or arbitrator, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby

1 8 . Disputes. The parties agree that, in the event of any dispute between or among them or claim for relief by either party against the other or any agency, successor, or assignee of the other, other than claims for injunctive relief requiring immediate intervention to prevent irreparable harm or damage, no claim for relief shall be filed until the claimant party has notified the other party in writing of the claim and the parties have submitted the matter to the National Arbitration Forum for mediation, under the Rules of Mediation of the Forum. The parties agree to participate, in good faith, in the mediation process, with the purpose to resolve any and all such claims and disputes without the necessity of litigation and agree that with regard to such claims, no claim shall be filed unless and until the parties agree or the mediator declares that an impasse exists.

19. Prevailing Party. If any dispute arises between the parties hereto concerning this Agreement or their respective rights, duties and obligations hereunder, the party prevailing in such proceeding, as determined by the arbitrator or court, shall be entitled to reasonable attorneys' fees and costs in addition to any other relief that may be granted.

2 0 . Binding Effect. This Agreement will be binding upon, and will inure to the benefit of, Painter's heirs, executors, and administrators, if any, and will be binding upon and will inure to the benefit of the individual or collective successors and assigns of TransBioTec, and all of its present and former directors, officers, employees, shareholders, agents, and all persons acting by, through, or in concert with any of them.

2 1 . Notification of Rights Under the Older Workers Benefit Protection Act. The following notification is contemplated by the Older Workers Benefit Protection Act.

Painter will have 21 days starting from the date he received this Agreement in which to accept the terms of the Agreement, although he may accept this Agreement at any time within those 21 days. Painter is advised to and has consulted with an attorney about this Agreement. By signing this Agreement, Painter understands that he is knowingly and voluntarily releasing his rights to pursue any claim under the Age Discrimination in Employment Act, as well as other types of claims. Painter acknowledges that this Agreement does not apply to any new claims that may arise after the date Painter signs this Agreement.

To accept the Agreement, Painter must sign and date the Agreement and return it to Charles W. Bennington at TransBioTec. Painter will have seven (7) days after he signs this Agreement in which to revoke his acceptance. To revoke, Painter must send to Charles W. Bennington at TransBioTec a written statement of revocation by fax or overnight mail. If Painter does not revoke his acceptance within the seven day revocation period, this Agreement shall become effective and enforceable on the Acceptance Date, and the Separation Benefits shall become payable as set forth above in Section 3 and subparts. If Painter does not sign and return this Agreement by May 21, 2013, the offer of Severance Benefits will be automatically withdrawn and this Agreement will be of no force or effect. Acceptance of any payments by Painter shall be refunded to the Company is made before any date of rejection exercised above.

By signing this Agreement, Painter agrees that he will not pursue any claim covered by it. If he breaks this promise, he agrees to pay TransBioTec's costs and expenses (including reasonable attorneys' fees) related to the defense of any claims, other than claims to challenge the validity of this Agreement under the Older Workers Benefit Protection Act (the "OWBPA") and the Age Discrimination in Employment Act (the "ADEA"). In spite of this Agreement, Painter retains the right to challenge the knowing and voluntary nature of this Agreement under the OWBPA and the ADEA before a court, the Equal Employment Opportunity Commission (the "EEOC"), or any state or local agency permitted to enforce those laws, and this release does not impose any penalty or condition for doing so. Painter understands that nothing in this Agreement prevents him from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the EEOC or any state or local agency which can act as a referral agency for the EEOC. Painter understands, however, that if he successfully pursues a claim against TransBioTec under the OWBPA or the ADEA, TransBioTec may seek to set off the amount of the Separation Payments and Health Benefits that were paid to him for signing this Agreement against any award he obtains. If he unsuccessfully pursues a claim against TransBioTec under the OWBPA or the ADEA, then TransBioTec may be entitled to recover its costs and attorneys' fees to the extent specifically authorized by federal law.

22. Mutual Non-Disparagement. The Parties shall not make any disparaging remarks of any sort or otherwise communicate any disparaging comments about each other at any time following his execution of this Agreement. Notwithstanding the above, nothing in this provision shall prevent or prohibit any Party from testifying in any legal proceeding, including at deposition, hearing or trial, from cooperating in good faith in any governmental investigation or action, or from making any report required by law.

23. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage pre-paid. In case of the Company, mailed notices shall be addressed to its corporate headquarters as set forth in its most recent filing with the United States Securities and Exchange Commission, and all notices shall be directed to the attention of its Chief Executive Officer. In case of Painter, mailed notices shall be addressed to Painter at the home address that Painter most recently communicated to the Company in writing.

24. Counterparts. This Agreement may be executed (including by facsimile transmission or electronic signature) with counterpart signature pages or in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have read the foregoing Agreement, and accept and agree to the provisions contained therein and hereby execute it voluntarily, and with full understanding of its consequences as of the Separation Date.

/s/ Scott Painter

Scott Painter

TRAN SBIOTEC, INC.

/s/ Charles W. Bennington

By: Charles W. Bennington

Title: President

**AMENDMENT OF MARCH 13, 2013
SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE**

This Amendment to the March 13, 2013 Settlement Agreement and Mutual General Release (“Amendment Agreement”) dated August 29, 2013, is made by and between by and between the following parties identified immediately below (collectively, the Parties):

1. TransBioTec, Inc., a California corporation (TBT-CA);
2. TransBioTec, Inc., a Delaware corporation (TBT-DE)
3. TransBioTec, Inc., a Colorado corporation (TBT-CO);
4. David William Bowman, aka Bill Bowman;
5. Bowman & Co., LLC;
6. William Cooper;
7. KULA, a suspended entity; and
8. Travis Cooper

The above TransBioTec, Inc. business entities, parties 1-3, unless specifically referred to, are collectively referred to as “TBT”. The individual settling parties 4, 6 and 8 and the remaining entity parties 5 and 7, unless specifically referred to, are collectively referred to as “Bowman/Coopers”.

This Amendment Agreement is executed with reference to the following facts:

RECITALS

A. On March 13, 2013 the Parties agreed to a written Settlement Agreement and Mutual General Release (“Agreement”). To date the Parties have performed their respective duties on the Agreement with the balance of the payments due on or before December 31, 2013. On July 12, 2013 Bill Bowman (“Bowman”) filed a new civil suit in the matter of Bowman v. TransBioTec, et. al, Case No. 30-2013-00662262-CU-BC-CJC filed in the Orange County Superior Court (“Bowman II Suit”). The suit has been denied and responded to by TBT.

B. The Parties now desire to compromise and settle the balance of their respective claims, lawsuits, settlement agreements and petitions arising from and related to the above-referenced Actions, known and unknown claims relating to the Actions, and desire to enter into this Amendment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing facts, mutual covenants and agreements herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In consideration of Bill Bowman and the Bowman/Coopers agreements to dismiss with prejudice the Bowman II Suit and Amendment to the Agreement terms for mutual restrictions and restrains on any further contacts in section 2.g, TBT agrees to pay Bowman the amount of Seventy-Five Thousand and 00/100 dollars (\$75,000) as an accelerated and discounted full satisfaction of Bowman's two remaining and already partially satisfied Judgments. TBT's payment deadline for deposit of funds into Bowman's Wells Fargo bank account is continued from August 30, 2013 to Wednesday, September 4, 2013. The TBT satisfaction of judgment funds deposit is contingent upon Bowman's signature and return of Satisfaction of Judgment forms for both Judgments. The Bowman II Suit dismissal with prejudice shall be filed within 5 days of the 9/4/13 deposit of funds into Bowman's Wells Fargo bank account.

2. Bowman and Bowman/Coopers agree to the following amendment and replacement of Agreement Section 2.g. as follows [inserted terms italicized for effect]:

"g. That during this agreement and following any final settlement that the Parties shall not contact and/or otherwise communicate with each other or with TBT's officers, directors, agents, broker-dealers, shareholders, *note holders, creditors, former officers and employees and professional advisors of TBT, Kodiak Capital, LLC employees, officers, members and directors, and any other person or entity with existing and pending debt and/or equity investments*, except through legal counsel of TBT."

3. All other terms, conditions and release provisions of the March 13, 2013 Agreement shall remain in full force and effect.

BOWMAN/COOPERS PARTIES:

/s/ David William Bowman
David William Bowman

/s/ William Cooper
William Cooper

/s/ Travis Cooper
Travis Cooper

Bowman & Co., LLC

/s/ David William Bowman
By: David William Bowman
Its: Authorized Member

KULA, aka Kula Management, Inc., a suspended entity

/s/ Travis Cooper
By: Travis Cooper
Its: Authorized Agent/Officer/Owner

TRANSBIOTEC, INC. PARTIES

TransBioTec, Inc., a California Corporation

/s/ Charles Bennington
By: Charles Bennington
Its: President

TransBioTec, Inc., a Colorado Corporation

/s/ Charles Bennington
By: Charles Bennington
Its:

TransBioTec, Inc., a Delaware Corporation

/s/ Charles Bennington
By: Charles Bennington
Its: President

Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer

I, Charles Bennington, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of TransBiotech, 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 Exhibit 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.

Dated: November 14, 2013

By: /s/ Charles Bennington
Charles Bennington
President

Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer

I, Charles Bennington, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of TransBiotech, 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 Exhibit 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.

Dated: November 14, 2013

By: /s/ Charles Bennington
Charles Bennington
Chief Financial Officer and Chief Accounting Officer

**CERTIFICATION PURSUANT TO 18 USC, SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of TransBiotec, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2013, as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), I, Charles Bennington, President of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 14, 2013

By: /s/ Charles Bennington

Charles Bennington
President

A signed original of this written statement required by Section 906 has been provided to TransBiotec, Inc. and will be retained by TransBiotec, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO 18 USC, SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of TransBiotec, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2013, as filed with the Securities and Exchange Commission on or about the date hereof (the "Report"), I, Charles Bennington, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) Information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 14, 2013

By: /s/ Charles Bennington

Charles Bennington
Chief Financial Officer and Chief Accounting Officer

A signed original of this written statement required by Section 906 has been provided to TransBiotec, Inc. and will be retained by TransBiotec, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.