

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of report (Date of earliest event reported): December 15, 2015



MELA SCIENCES, INC.
(Exact Name of Registrant Specified in Charter)

Delaware
(State or Other
Jurisdiction of
Incorporation)

000-51481
(Commission File
Number)

13-3986004
(I.R.S. Employer
Identification No.)

100 Lakeside Drive, Suite 100,
Horsham, Pennsylvania
(Address of Principal Executive Offices)

19044
(Zip Code)

Registrant's telephone number, including area code: **215-619-3200**

(Former Name or Former Address, if Changed Since Last Report)

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

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 15, 2015 the Company entered into an Amended and Restated Employment Agreement (the "Amended Agreement") with Michael R. Stewart, President and Chief Executive Officer of the Company. The Amended Agreement (i) extends the term of Mr. Stewart's service until December 14, 2017, unless earlier terminated in accordance with the terms of the Amended Agreement; (ii) increases his base salary from \$310,000 per year to \$375,000 per year; and (iii) provides that Mr. Stewart's severance will be increased from 12 months to 18 months if his employment is terminated in connection with a Change of Control, as provided in the Amended Agreement. The Amended Agreement further provides that Mr. Stewart will continue to be eligible for an annual bonus of up to 50% of his base salary, but that any bonus for 2015 will be calculated based on his \$310,000 base salary.

Under the Amended Agreement, the Company will continue to reimburse Mr. Stewart for supplemental life insurance in the coverage amount of \$1 million and supplemental disability coverage and pay Mr. Stewart an automobile allowance of \$1,000 per month. The Amended Agreement also contains customary non-competition, non-solicitation, non-disparagement and confidentiality provisions.

Concurrently with entering into the Amended Agreement, the Company's Board of Directors also awarded Mr. Stewart a special bonus in recognition of Mr. Stewart's extensive efforts in connection with the Company's acquisition of its XTRAC and VTRAC businesses from PhotoMedex, Inc., consisting of (i) \$100,000 in cash and (ii) 100,000 shares of restricted common stock. The cash portion of the special bonus is payable, and the restrictions on the stock portion of the special bonus expire, on January 6, 2016.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
10.1	Amended and Restated Employment Agreement, dated as of December 15, 2015 by and between Mela Sciences, Inc. and Michael R. Stewart
10.2	Restricted Stock Award Agreement, dated as of December 15, 2015 by and between Mela Sciences, Inc. and Michael R. Stewart

SIGNATURE

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

By:

MELA SCIENCES, INC.

/s/ Michael R. Stewart

Michael R. Stewart

President and Chief Executive Officer

Date: December 15, 2015

EXHIBIT INDEX

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10.1	Amended and Restated Employment Agreement, dated as of December 15, 2015 by and between Mela Sciences, Inc. and Michael R. Stewart
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**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT**

AMENDED AND RESTATED EMPLOYMENT AGREEMENT, dated as of December 15, 2015 (this "Agreement"), by and between MELA Sciences, Inc. (the "Company"), a Delaware corporation, and Michael R. Stewart ("Employee"), an individual.

WITNESSETH:

Employee has been employed by the Company pursuant to an Employment Agreement dated as of November 18, 2014 (the "Prior Agreement"). The parties desire to enter into this Agreement to amend and restate the Prior Agreement so as to provide for the continued employment of Employee by the Company and for certain.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. Term. The initial term of Employee's employment by the Company commenced on December 15, 2014 and shall end on December 14, 2017 (the "Initial Term"), unless sooner terminated in accordance with Section 5 hereof. Upon the expiration of the Initial Term, Employee's employment with the Company hereunder shall be extended for successive one-year periods unless either party provides written notice to the other party at least 45 days prior to the end of the then current term, of such party's election to terminate this Agreement at the end of such then current term. The period during which this Agreement is in effect is hereafter referred to as the "Term."

2. Duties and Services. Employee agrees to serve the Company as its President and Chief Executive Officer, reporting to the Board of Directors of the Company and any authorized committee thereof (the "Board") or the designated representative of the Board. Employee shall have overall responsibility for the business, strategy and operations of the Company. Employee agrees to devote his full and entire business time, attention, skill and efforts to perform services for the Company and to faithfully and diligently discharge and fulfill his duties hereunder to the best of his abilities and shall be engaged in other business activities only to the extent that such other activities do not materially interfere or conflict with his obligations to the Company hereunder. In no event shall Employee's other business activities violate his obligations under Section 7 below. The foregoing also shall not be construed as preventing Employee from (a) with the prior consent of the Board, serving on civic, educational, philanthropic or charitable boards or committees or on up to two corporate boards (but not as chairman of the board), and (b) managing personal investments, so long as such activities are permitted under the Company's Code of Conduct and employment policies. Exhibit A to this Agreement contains a list of the other business and professional activities in which Employee is currently engaged and have been approved to the extent set forth on Exhibit A. Employee shall perform his duties hereunder at the Company's principal offices, currently located in Horsham, Pennsylvania, with travel to such other places and at such times as the needs of the Company may from time-to-time dictate or be desirable.

3. Compensation.

(a) During the Term, the Company agrees to pay or cause to be paid to Employee, and Employee agrees to accept, a salary for all of Employee's services at the rate of \$375,000 per annum (the "Base Salary"), payable in accordance with the Company's payroll practices and policies in effect from time to time and subject to applicable withholding of income taxes, social security taxes and other such other payroll deductions as are required by law or applicable employee benefit programs.

(b) With respect to each fiscal year of the Company during the continued full-time employment of Employee hereunder, commencing with the 2015 fiscal year, Employee will be eligible to receive an annual cash bonus of up to 50% of Employee's Base Salary (a "Cash Bonus") based on the achievement of certain performance-based targets and other objectives as may be established by the Board based on annual Company budgets approved by the Board from time to time; provided, however, that the Cash Bonus for the 2015 fiscal year shall be calculated based on the Base Salary of \$310,000 that was in effect under the Prior Agreement. The terms of Employee's Cash Bonus opportunity for each fiscal year shall be separately communicated to Employee by the Board, after consultation with Employee, prior to the commencement of such fiscal year. Any Cash Bonus allocable to Employee hereunder shall be earned by Employee if and only if Employee remains actively employed on a full-time basis with the Company and is otherwise in compliance with Employee's obligations under this Agreement through the end of the fiscal year to which such Cash Bonus relates. Any Cash Bonus awarded to Employee hereunder will be payable in a single lump sum cash payment, less applicable taxes and withholdings, not later than two and one-half months after the end of the fiscal year to which it relates in accordance with the Company's customary practices for annual bonus payments.

(c) In addition to Employee's Base Salary and any Cash Bonus that may be earned and payable hereunder, Employee shall be eligible to participate in equity incentive programs established by the Company from time to time to provide stock options and other equity-based incentives to key employees of the Company in accordance with the terms of those programs.

4. Employee Benefits; Vacation; Expenses. During the Term:

(a) Employee shall be entitled to participate, in accordance with the terms and conditions thereof, in any standard group benefit plans maintained generally for senior level employees of the Company, as the same may be in effect or amended from time to time. The foregoing, however, shall not be construed to require the Company to establish any such plans, or to prevent the Company from modifying or terminating any such plans once established. In addition to standard group benefit plans, during the Term the Company shall reimburse Employee for his reasonable out-of-pocket costs of supplemental term life insurance in the coverage amount of \$1 million and a supplemental disability policy with coverage limits common to Employee's salary level.

(b) Employee shall be entitled to vacation at the rate of four weeks per year, taken consecutively or in segments, subject to the effective discharge of Employee's duties and responsibilities hereunder. Vacation time will accrue on a monthly basis during any such year,

and any accrued vacation time not taken during the year in which it accrued shall not have a cash value and may be rolled over to the following or any subsequent year only to the extent permitted and in accordance with then current Company policy.

(c) The Company shall reimburse Employee for the reasonable and necessary out-of-pocket business expenses incurred by Employee for or on behalf of the Company in furtherance of the performance of Employee's duties hereunder in accordance with the Company's policies as approved by the Board from time to time, subject in all cases to the Company's requirements with respect to reporting and documentation of such expenses.

(d) The Company shall pay Employee an automobile allowance of \$1,000 per month.

5. Termination.

(a) Notwithstanding anything to the contrary contained herein, Employee's employment under this Agreement, as well as Employee's right to any Base Salary, Cash Bonus and/or other benefits that thereafter otherwise would accrue to Employee hereunder, shall terminate upon the earliest to occur of the following events:

(i) The death of Employee;

(ii) The disability (as hereinafter defined) of Employee;

(iii) In the event of Employee's voluntary decision to terminate his employment with the Company, upon the date set forth therein in a written notice of such termination received by the Company from or on behalf of Employee; provided that the termination date shall not be sooner than two weeks following the Company's receipt of such notice;

(iv) Upon written notice of such termination to Employee from or on behalf of the Company or the Board (or at such later date specified therein) if: (A) there shall be "Cause" (as hereinafter defined) or (B) Employee shall have advised the Company or the Board of Employee's intention to terminate his employment with the Company;

(v) Upon a Change of Control (as defined in Section 5(d)) of the Company unless the new controlling person or entity of the Company's business and/or assets determines otherwise; or

(vi) Upon written notice of such termination to Employee from or on behalf of the Company or the Board, other than under a circumstance covered by, or when facts exist that would comprise, any of clauses (i), (ii), (iii), (iv) or (v) of this Section 5(a).

(b) Employee shall be deemed to be under a "disability" for purposes hereof, at the option of the Company by written notice to Employee, (i) if Employee and the Board agree that Employee is disabled, or (ii) in the event that Employee shall be unable to or shall fail to render and perform the services required of Employee under this Agreement for 30 consecutive

days or an aggregate of 60 days in any consecutive 12-month period because of physical or mental incapacity or disability, such option to be exercisable by the Company.

(c) For purposes of this Agreement, the term "Cause" is defined as: (i) the conviction of Employee for a felony or a crime involving moral turpitude; (ii) Employee's material violation of any written Company policy or the material terms of this Agreement after written notice of such failure and failure to cure within 20 business days; (iii) Employee's failure to follow a lawful direction of the Board after written notice of such failure and failure to cure within 20 business days; (iv) a breach by Employee of a fiduciary responsibility owing to the Company or any of its affiliates; (v) Employee's failure to perform such duties as are reasonably delegated or assigned to Employee after written notice of such failure and failure to cure within 20 business days; (vi) drug or alcohol abuse by Employee, but only if Employee fails to seek appropriate counseling or fails to complete a prescribed counseling program to the reasonable satisfaction of the Board; and (vii) a breach by Employee of Section 7 of this Agreement or any other obligation relating to non-competition, non-solicitation of employees, customers, licensees or licensors, confidentiality, or ownership and/or rights as to creations and/or proprietary information or property, under any written agreement in effect from time to time, in favor of the Company.

(d) For purposes of this Agreement, the term "Change of Control" is defined as: (i) any "person," as such term is used in sections 13(d) and 14(d) of Securities Exchange Act of 1934, as amended, (the "Exchange Act") becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities; provided, however, that no Change of Control shall be deemed to occur by reason of the acquisition of securities of the Company by one or more investors in the Company in capital-raising transactions; (ii) the direct or indirect sale or exchange by the stockholders of the Company of all or substantially all of the outstanding capital stock of the Company; (iii) a merger or consolidation in which the Company is a party and in which the stockholders of the Company before such Change of Control do not retain, directly or indirectly, at a least majority of the beneficial interest in the voting stock of the Company after such transaction; or (iv) an agreement for the sale or disposition by the Company of all or substantially all the Company's assets.

(e) Severance; Release.

(i) In the event of, and only upon, the termination of the employment of Employee under this Agreement pursuant to: (A) Section 5(a)(v) and either (x) Employee has not been offered post-Change of Control employment by the Company or any successor entity; or (y) if offered post-Change of Control employment by the Company or any successor entity, Employee elects within a period of 30 days after the date of the Change of Control to terminate his employment because the position offered to Employee would result in a material reduction in Employee's duties, authority or responsibilities as in effect immediately prior to such Change of Control; provided, however, that a material reduction shall not be deemed to have occurred upon a Change of Control of the Company solely by virtue of the Company's having been acquired and made part of a larger organization or operated as a subsidiary or division of a larger company or organization and/or a change in Employee's title or reporting structure, so long as

such new duties and responsibilities are reasonably commensurate with Employee's experience and there is no reduction in Employee's Base Salary, bonus opportunity or other material term of this Agreement; or (B) Section 5(a)(vi): then Employee shall be entitled to receive (I) his Base Salary and the amount of any Cash Bonus, determined in accordance with Section 3(b), earned hereunder but unpaid through the date of such termination, any benefits referred to in the first sentence of Section 4(a) in which Employee has a vested right under the terms and conditions of the employee benefit plan pursuant to which such benefits were granted ("Vested Benefits"), and (II) (a) severance in an amount equal to Employee's then current Base Salary for the Applicable Severance Period (as defined below), payable in equal monthly installments, less applicable taxes and withholdings, pursuant to the Company's normal payroll procedures over the Applicable Severance Period as provided herein, and (b) provided Employee timely elects, and remains eligible for, continued group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), reimburse Employee, on a monthly basis upon presentation of proof of payment by Employee, for COBRA premiums in an amount such that Employee's net cost (after tax) for continued health insurance coverage is the same as Employee's cost for such benefits as in effect on the date of termination and such reimbursement shall continue until the earlier of: (i) the date that is 12 months after the date of termination, and (ii) the date Employee becomes eligible for health benefits through another employer or otherwise become ineligible for COBRA (the "Termination Benefits"). The term "Applicable Severance Period" shall mean (x) in the case of a termination of employment pursuant to clause (A) of this Section 5(e)(i), a period of 18 months, and (y) in the case of a termination of employment pursuant to clause (B) of this Section 5(e)(i), a period of 12 months.

(ii) In the event that Employee's employment terminates under any circumstance other than as described in clause (i) of Section 5(e), then the Company shall not be obligated to make any Termination Benefits to Employee or to provide any other severance, termination or similar payments or compensation or benefits, regardless of any general or other policy, plan or practice as to severance or employment termination in effect from time to time, other than Base Salary and any Cash Bonus earned but unpaid through the date of such termination and any Vested Benefits.

(iii) Notwithstanding anything to the contrary set forth herein, the obligation to pay any Termination Benefits is expressly conditioned upon the execution by Employee and delivery to the Company of, and the effectiveness (after the expiration of any and all revocation and cancellation periods and rights) of, such separation agreement and general release from Employee, in such form as shall be required by the Company (the "Release") and Employee has returned all Company property and resigned from all positions with the Company and any affiliated company. In no event shall any Termination Benefits be payable unless and until such separation agreement and general release becomes effective and all statutory rights to rescind, revoke or terminate the same have expired unexercised.

(iv) Any severance payments due hereunder shall commence as soon as administratively feasible within 60 days after Employee's termination of employment provided Employee has timely executed and returned the Release referred to in Section 5(e)(iii) and, if a revocation period is applicable, Employee has not revoked the Release; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the severance payments shall begin to be paid in the second calendar year. On the date that

severance payments commence, the Company will pay Employee in a single lump sum payment, less applicable taxes and withholding, the severance payments that Employee would have received on or prior to such date but for the delay imposed by the immediately preceding sentence, with the balance of the severance payments to be paid as originally scheduled. Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each installment payment is considered a separate payment. To the full extent permitted by Code section 409A, it is intended that any severance amount shall be exempt from the requirements of Code section 409A by reason of either (1) the exemption set forth in Treas. Regs. 1.409A-1(b)(9)(iii) or (2) the short-term deferral rule under Treas. Regs. 1.409A-1(b)(4).

(v) Any Termination Benefits earned hereunder shall be in lieu of any other claim for compensation whether under this Agreement, or under any wage continuation law or at common law or otherwise, or any and all claims to severance or similar payments or benefits which Employee may otherwise have or make, except that Employee may still seek unemployment insurance without any adverse consequence hereunder. Without limiting any other rights or remedies which the Company may have, the Company shall be under no obligation to pay any Termination Benefits, and Employee shall immediately reimburse the Company in full for any and all Termination Benefits paid to Employee hereunder if Employee violates any of the provisions of Section 7.

(f) Parachute Provisions. Payments under this Agreement shall be made without regard to whether the deductibility of such payments (or any other payments) would be limited or precluded by Section 280G of the Code, and without regard to whether such payments would subject Employee to the federal excise tax levied on certain "excess parachute payments" under Section 4999 of the Code; provided, however, that if the Total After-Tax Payments (as defined below) would be increased by the limitation or elimination of any amount payable under this Agreement, then the amount payable under this Agreement will be reduced to the extent necessary to maximize the Total After-Tax Payments. The determination of whether and to what extent payments under this Agreement are required to be reduced in accordance with the preceding sentence will be made by the Company's independent auditors. In the event of any underpayment or overpayment under this Agreement (as determined after the application of this Section 5(f)), the amount of such underpayment or overpayment will be immediately paid by the Company to Employee or refunded by Employee to the Company, as the case may be, with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code. For purposes of this Agreement, "Total After-Tax Payments" means the total of all "parachute payments" (as that term is defined in Section 280G(b)(2) of the Code) made to or for the benefit of Employee (whether made hereunder or otherwise), after reduction for all applicable federal taxes (including, without limitation, the tax described in Section 4999 of the Code).

6. Deductions and Withholding. Employee agrees that the Company shall be entitled to withhold from any and all payments required to be made to Employee pursuant to this Agreement all federal, state, local and/or other taxes which it determines are required to be withheld in accordance with applicable statutes and/or regulations from time to time in effect.

7. Restrictive Covenants.

(a) For and in consideration of the rights of Employee under Sections 3, 4 and 5(e), the adequacy and sufficiency of which are hereby irrevocably acknowledged by Employee, Employee agrees that Employee shall not, and shall not permit any person or entity directly or indirectly controlled by Employee (alone or together with others) (the "Employee Affiliates") to, directly or indirectly (including, without limitation, through ownership, management, operation or control of any other person or entity, or participation in the ownership, management, operation or control of any other person or entity, or by having any interest, as a stockholder, lender, investor, agent, consultant, employee, partner or otherwise, in or with respect to any other person or entity) do any of the following:

(i) during the period of Employee's employment with the Company and for 12 months following the date of termination of Employee's employment for any reason (the "Restricted Period"), own, manage, operate, control, invest in, participate in, provide consulting services to, or be involved or associated with in any capacity, any person or entity that competes directly or indirectly with the business conducted by the Company or proposed to be conducted by the Company during the time Employee was employed by the Company or during the Restricted Period, within the geographical areas in which the Company is doing business or proposes to do business at the time of Employee's termination of employment; provided that the foregoing shall not prohibit Employee and Employee Affiliates from owning in the aggregate less than one percent of any class of securities listed on a national securities exchange or traded publicly in the over-the-counter market; Employee acknowledges that the Company conducts business on a nationwide and international basis, that its sales and marketing prospects are for expansion into national and international markets not currently penetrated and that, therefore, the territorial and time limitations set forth in this Section are reasonable and properly required for the adequate protection of the business of the Company.

(ii) during the Restricted Period, (A) solicit, encourage or entice any client, customer, vendor, licensee, licensor, consultant or supplier of or to the Company to cease to do business with, or to reduce or modify the business such person or entity has done with or intends to do with, or to end, reduce or modify any relationship or proposed relationship of such person or entity with, the Company, or (B) interfere with, disrupt or attempt to disrupt or otherwise jeopardize any relationship of the Company with any client, customer, vendor, licensee, licensor, consultant or supplier or any other person or entity with whom the Company has a business relationship;

(iii) during the Restricted Period, encourage, entice or induce any person who at the time of Employee's termination of employment or at any time during the 18-month period immediately preceding such termination is or was an employee of, or a consultant to, the Company to leave the employ of, or to terminate any such consulting arrangement with, the Company, or, with respect to any such employee or consultant who is then an employee of or consultant to the Company, to become an employee of, or consultant to, any other person or entity, or employ or retain any such person; or

(iv) during the Restricted Period and at all times thereafter, disparage, criticize or make statements which may be perceived as negative, detrimental or injurious to the

Company, or any of the management, owners, business, policies or practices of the Company; provided that the Restricted Period and any additional periods thereafter under this Section 7 shall be tolled and shall cease to run during the period of any violation by Employee of any of Employee's agreements and obligations under this Section 7.

Employee hereby confirms that his agreements set forth in this Section 7(a) are his continuing obligations as set forth in Section 7(a) the Prior Agreement and in consideration of the employment of employee pursuant to the Prior Agreement and the additional agreements of the Company in this Agreement, including but not limited to the rights of the Employee set forth in Sections 3(a) and 5(e)(i).

(b) Employee acknowledges and agrees that Employee's employment by the Company will necessarily involve Employee's understanding of and access to trade secrets and confidential or proprietary information and property, and personal information pertaining to the business and affairs of the Company, and its licensors, clients, customers, licensees, consultants and suppliers of or to any of them, including, without limitation, data, databases, know-how, trade secrets, marketing plans and opportunities, cost and pricing information, strategies, forecasts, licensee and customer lists, reports and surveys, concepts and ideas, computer software, systems and programs (including source code and documentation), and techniques and technical information, whether acquired by, or provided or made available to, Employee before, on or after the date of this Agreement by reason of Employee being or having been an employee of the Company and Employee agrees to keep all such information confidential. Employee and the Company have entered into that certain Employee Confidentiality and Invention Agreement dated as of December 15, 2014 (the "Confidentiality Agreement") and attached to the Prior Agreement as Exhibit B, the terms and conditions of which are incorporated by reference herein and made a part hereof. The terms and provisions of this Agreement shall control and govern in respect of any conflict between the terms of this Agreement and the Confidentiality Agreement.

(c) Employee represents that his employment with the Company will not violate or conflict with any obligations to any previous employer or other party, including without limitation, obligations relating to nondisclosure, proprietary information, non-competition and non-solicitation.

(d) Because irreparable harm would be sustained by the Company in the event that there is a breach by Employee of any of the terms, covenants and agreements set forth in this Section 7, in addition to any other rights and remedies that the Company may otherwise have, the Company shall be entitled to obtain specific performance and/or injunctive relief against Employee from any court of competent jurisdiction, without making a showing that monetary damages would be inadequate and without the requirement of posting any bond or other security whatsoever, in order to enforce or prevent any breach or threatened breach of any of the terms, covenants and agreements set forth in this Section 7.

(e) Each of the obligations of Employee under this Section 7 shall survive the termination of Employee's employment by the Company for any reason whatsoever.

(f) Employee acknowledges that: (i) the enforcement of any of the restrictions on Employee or any other provisions contained in this Section 7 (the "Restrictive Covenants")

against Employee would not impose any undue burden upon Employee; and (ii) none of the Restrictive Covenants are unreasonable as to duration or scope. If notwithstanding the foregoing, any provision of this Agreement would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason (including, without limitation, any provision which may be held unenforceable because of the scope, duration or area of its applicability), unless narrowed by construction, such provision shall, as to such jurisdiction, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited or unenforceable (and the court making any such determination as to any provision shall have the power to, and shall, modify such scope, duration or area or all of them, and such provision shall then be applicable in such modified form in such jurisdiction only). If, notwithstanding the foregoing, any provision of this Agreement would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions of this Agreement, or affecting the validity or enforceability of such provision in any other jurisdiction.

(g) In the event that Employee's employment with the Company is terminated for any reason and Employee thereafter obtains employment or engagement by another person or entity (a "Subsequent Employer"), Employee agrees to advise such Subsequent Employer of Employee's continuing obligations under this Agreement.

8. No Conflicts. Employee represents and warrants that Employee is not party to any agreement, contract or understanding, whether of employment, consultancy or otherwise, in conflict with this Agreement or which would in any way restrict or prohibit Employee from undertaking or performing services for the Company. Employee hereby acknowledges that Employee has not foregone any other opportunity, financial or otherwise, in connection with Employee's execution and delivery of this Agreement or Employee's rendering of services to the Company.

9. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and effective: (i) on the date of delivery, if delivered personally; (ii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service; (iii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, by certified or registered mail, return receipt requested, postage and fees prepaid; or (iv) on the date of transmission (subject to written confirmation of receipt), if sent by facsimile or e-mail .pdf to the other party hereto. Any such notice, if to Employee, shall be sent to Employee's address set forth on the signature page hereto or Employee's principal residence address then known to the Company, and, if to the Company, shall be sent to the Chairman of the Board. A copy of all notices sent by Employee to the Company pursuant to this Agreement shall also be sent to Duane Morris LLP, 30 South 17th Street, Philadelphia, PA 19103, Attn: Kathleen M. Shay. Either party may change the address to which notices, requests, demands and other communications hereunder shall be sent by sending written notice of such change of address to the other party in the manner hereinabove provided.

10. Assignability and Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors and legal

representatives of Employee, and shall inure to the benefit of and be binding upon the Company and its successors and assigns, but the obligations of Employee may not be delegated or assigned. Employee shall not be entitled to assign, transfer, pledge, encumber, hypothecate or otherwise dispose of this Agreement, or any of his rights hereunder, and any such attempted delegation or disposition shall be null and void and without effect. It is hereby acknowledged and agreed that the Company shall have the right to assign all or any part of its rights in respect of the covenants and agreements set forth in Section 7 of this Agreement to one or more direct or indirect acquirors of any of the assets or business of, or control of, the Company, and that this Agreement and all of the Company's rights and obligations hereunder may be assigned or transferred by the Company to and in such event may be assumed by any assignee of or successor to the Company.

11. Waiver and Compliance; Consents. Except as otherwise provided in this Agreement, any failure of either party to this Agreement to comply with any obligation, covenant, agreement or condition herein may be waived by the other party hereto only by written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.

12. Entire Agreement; Amendments. This Agreement amends, restates and supersedes the Prior Agreement as of the date hereof. This Agreement and the Confidentiality Agreement referenced herein sets forth the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and is expressly intended to supersede any and all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof. With respect to the subject matter hereof, no representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth. This Agreement shall not be altered, modified, amended or terminated except by written instrument signed by each of the parties hereto.

13. Headings, Construction, Interpretation. The captions and section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation." When used in this Agreement, words such as "herein", "hereinafter", "hereof", "hereto", and "hereunder" shall refer to this Agreement as a whole, unless the context clearly requires otherwise. The use of the words "either" and "any" shall not be exclusive.

14. Code Section 409A. This Agreement shall be interpreted and administered to the extent practicable in a manner consistent with the following statement of intent: All benefits and compensation payable to Employee pursuant to this Agreement are intended to be exempt from the definition of "nonqualified deferred compensation plan" or "deferral of compensation" under Code Section 409A in accordance with one or more exemptions available under the Treasury

Regulations promulgated under Code Section 409A. To the extent that any benefit or payment is or becomes subject to Code Section 409A, this Agreement is intended to comply with the requirements of Code Section 409A as applicable to such benefit or payment.

15. Governing Law; Venue. This Agreement and the legal relations among the parties shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. Any litigation arising in connection with or related to this Agreement or any of the subject hereof shall be tried solely by and in the United States District Court for the Eastern District of Pennsylvania, provided that, if such litigation shall not be permitted to be tried by such court, then such litigation shall be held solely in the state courts of Pennsylvania sitting in Montgomery County. Each party hereto irrevocably consents to and confers personal jurisdiction on the United States District Court for the Eastern District of Pennsylvania, or, if (but only if) the litigation in question shall not be permitted to be tried by such court, on the state courts of Pennsylvania sitting in Montgomery County, and expressly waives any objection to the venue of such court, as the case may be, and any argument that any case filed should be transferred to a more convenient forum.

16. Mutual Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, OR THE EMPLOYMENT OF EMPLOYEE, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES THAT EITHER OF THEM MAY FILE A COPY OF THIS AGREEMENT UNDER SEAL WITH THE COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN THEM SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

17. Knowing and Voluntary Agreement. The parties to this Agreement acknowledge and agree that each of them has had a full and fair opportunity to carefully read and review the terms and provisions of this Agreement and consult with their own attorney concerning the meaning and effect of this Agreement. By executing this Agreement, each of the parties hereto represents, acknowledges, and agrees that such party fully understands his or its right to discuss all aspects of this Agreement with his or its own attorney, that to the extent he or it wanted to talk to his or its attorney he or it has availed himself or itself of that right, that he or it has carefully read and fully understands all the provisions of this Agreement, and that he or it is knowingly and voluntarily entering into this Agreement and signing it of his or its own free will.

18. Interpretation. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against either party on the grounds that such party or its counsel drafted that provision.

19. Counterparts; Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine

or electronic transmission, shall be treated in all manner and respects as an original Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either party hereto the other party hereto shall re-execute original forms thereof and deliver them to such requesting party. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first above written.

COMPANY:

MELA SCIENCES, INC.

By: /s/ Jeffrey F. O'Donnell

Jeffrey F. O'Donnell,
Chairman of the Board

EMPLOYEE::

MELA SCIENCES, INC.

/s/ Michael R. Stewart

Michael R. Stewart

Address:

3930 RuckmanWay
Doylestown, PA 18902

EXHIBIT A

Other Activities

Board of Directors of Polymerx

MELA SCIENCES, INC.

Restricted Stock Award Agreement

This Restricted Stock Award Agreement (this "Agreement") is dated as of December 15, 2015 between MELA Sciences, Inc., a Delaware corporation (the "Company"), and Michael R. Stewart (the "Recipient"), an employee of the Company.

WHEREAS, the Board of Directors of the Company (the "Board") has adopted, and the Company's stockholders have approved, the MELA Sciences, Inc. 2013 Stock Incentive Plan, as amended (the "Plan"), the purpose of which is to offer equity-based compensation incentives to employees, directors and consultants employed or engaged by the Company, to attract, motivate, reward and retain such persons and to further align the interests of such persons with those of the stockholders of the Company; and

WHEREAS, the Company desires to grant to the Recipient, effective as of the date of this Agreement (the "Award Date"), shares of the Company's Common Stock upon the terms and conditions set forth in the Plan and this Agreement; and

WHEREAS, the Recipient desires to accept the Award in accordance with the terms and provisions of the Plan and this Agreement.

NOW, THEREFORE, In consideration of the premises and the mutual covenants contained herein, and intending to be legally bound hereby, the Company and the Recipient agree as follows:

1. Stock Award Grant. Subject to the terms of this Agreement and the Plan, the Company hereby grants to the Recipient under the Plan 100,000 shares of restricted Common Stock (the "Restricted Shares") on the Award Date. Capitalized terms used herein but not defined in this Agreement shall have the respective meanings assigned to them in the Plan.

2. Vesting; Change of Control.

(a) Subject to the provisions of Section 6, the Restricted Shares shall vest, and the restrictions imposed on the Restricted Shares under this Agreement with respect to the total number of Restricted Shares subject to this Award shall terminate, on January 6, 2016.

(b) If a Change of Control shall occur, the Award shall vest on the date of the Change of Control. For purposes of this Agreement, the term "Change of Control" is defined as: (i) any "person," as such term is used in sections 13(d) and 14(d) of Securities Exchange Act of 1934, as amended, (the "Exchange Act") becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities; provided, however, that no Change of Control shall be deemed to occur by reason of the acquisition of securities of the Company by one or more investors in the Company in capital-raising transactions; (ii) the direct or indirect sale or exchange by the stockholders of the

Company of all or substantially all of the outstanding capital stock of the Company; (iii) a merger or consolidation in which the Company is a party and in which the stockholders of the Company before such Change of Control do not retain, directly or indirectly, at a least majority of the beneficial interest in the voting stock of the Company after such transaction; or (iv) an agreement for the sale or disposition by the Company of all or substantially all the Company's assets.

3. Dividend and Voting Rights. From and after the Award Date, the Recipient shall be entitled to cash and stock dividends and voting rights with respect to the Restricted Shares even though such shares have not become vested as provided in Section 2; provided, however, that all such rights shall be forfeited in respect to the Award as of the time the Award is forfeited.

4. Restrictions on Transfer. Prior to the time that the Restricted Shares have become vested pursuant to Section 2, neither the Restricted Shares, nor any interest therein, amount payable in respect thereof other than cash and stock dividends, nor Retained Distributions (as defined in Section 7) with respect thereto may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. Any sale or transfer, or purported sale or transfer, of any Restricted Shares that have not yet become vested as provided in Section 2 or any interest therein, amounts payable in respect thereof (other than cash or stock dividends), or Retained Distributions with respect thereto, other than to the Company, shall be null and void unless made in compliance with the terms, conditions and provisions of this Agreement.

5. Delivery of Shares.

(a) The Company shall, upon or promptly following the Award Date, issue a certificate representing the Restricted Shares registered in the name of the Recipient. Such certificate shall be held by the Company or its designee until the Restricted Shares represented thereby vest as provided in Section 2.

(b) Promptly after the vesting of any Restricted Shares as provided in Section 2, the Company shall deliver to the Recipient a certificate evidencing the number of such vested Restricted Shares. The shares represented by such certificate so delivered shall no longer be restricted as provided in Section 4.

(c) Concurrently with the execution and delivery of this Agreement, the Recipient shall deliver to the Company an executed stock power in the form attached hereto, in blank, with respect to the Restricted Shares and any related Retained Distributions. The Recipient, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Agreement, the Company and each of its officers (other than the Recipient) as the Recipient's attorney-in-fact to effect any transfer of unvested, forfeited shares and any related Retained Distributions to the Company as may be required or permitted pursuant to this Agreement and to execute such documents as the Company or such officers deem necessary or advisable in connection with any such transfer.

6. Cessation of Service.

(a) Except as set forth in Section 6(b) and unless otherwise determined by the Board or the Compensation Committee of the Board (the "Compensation Committee"), if the Recipient ceases to be an employee of the Company prior to the vesting of the Award, the Recipient shall forfeit the Award on the date the Recipient ceases to be an employee, whereupon and the Company shall have no further obligations to the Recipient under this Agreement.

(b) Notwithstanding the provisions of Section 6(a), unless otherwise determined by the Board or the Compensation Committee, if the Recipient dies prior to the time on which it vests, the Award shall vest on the date of death.

7. Adjustments upon Specified Events. Upon the occurrence of a stock split, reverse stock split or any other change in capitalization, reorganization, merger or similar event affecting the Common Stock, the aggregate shares subject to this Agreement shall be adjusted to reflect such change and the restrictions and limitations applicable to the Restricted Shares under this Agreement shall continue in effect with respect to any consideration or other securities received in addition to or in exchange for the Restricted Shares (the "Retained Distributions" and, for the purposes of this Agreement, "Restricted Shares" shall include Retained Distributions, unless the context otherwise requires) received in respect of such Restricted Shares. Such Retained Distributions shall vest at such times and in such proportion as the Restricted Shares to which the Retained Distributions are attributable vest, or would have vested pursuant to the terms of this Agreement if such Restricted Shares had remained outstanding, except to the extent that the Retained Distributions include any cash, other than cash dividends, in which event any unvested Restricted Shares as to which cash, other than cash dividends, is to be received shall become fully vested as of the close of business on the fifth business day prior to the record date for the receipt of such cash.

8. Tax Withholding. The Company shall reasonably determine the amount of any federal, state, local or other income, employment or other taxes that the Company may reasonably be obligated to withhold with respect to the purchase, vesting, making of an election under Section 83(b) of the Internal Revenue Code or other event with respect to the Restricted Shares or the vesting thereof. In any of such events, the Company shall be entitled to require a cash payment by or on behalf of the Recipient or, in the Company's discretion, to deduct from other compensation payable to the Recipient, the amount of any such withholding obligations. The Company's obligation to deliver the Restricted Shares or any certificates evidencing the Restricted Shares is subject to the condition precedent that the Recipient either pay or provide for the amount of any such withholding obligations in such manner as may be specified in this Agreement.

9. Plan. The Recipient acknowledges receipt of a copy of the Plan and agrees to be bound by the terms thereof. Provisions of the Plan that confer discretionary authority on the Company's Board or the Compensation Committee thereof do not and shall not be deemed to create any rights in the Recipient unless such rights are expressly set forth herein or are otherwise conferred by action of the Company's Board or its Compensation Committee in their respective sole discretion. In the event of a conflict between the terms of this Agreement and the Plan, the Plan shall be the controlling document.

10. Governing Law; Severability; Miscellaneous.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

(b) If a court of competent jurisdiction determines that any portion of this Agreement or of the Plan is in violation of any statute or public policy, then only the portions of this Agreement or of the Plan, as applicable, that violate such statute or public policy shall be stricken, and all portions of this Agreement and of the Plan which do not violate any statute or public policy shall continue in full force and effect.

(c) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

(d) The captions and section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

(e) Each of the parties hereto shall use its reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for such party's benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

(f) Each of the parties recognizes that this Agreement is a legally binding contract and acknowledge and agrees that it has had the opportunity to consult with legal counsel of their choice.

(g) Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Recipient shall be addressed to the Recipient at the address given beneath the Recipient's signature hereto. By a notice given pursuant to this Section 10(g), either party may hereafter designate a different address for notices to be given to such party. Any notice that is required to be given to the Recipient shall, if the Recipient is then deceased, be given to the Recipient's personal representative if such representative has previously informed the Company of such representative's status and address by written notice under this Section 10(g). Any notice shall have been deemed duly given when delivered personally or sent by regular U.S. mail (with postage prepaid) or by overnight courier (with charges prepaid).

(h) This Agreement, the executed stock power in the form attached hereto, and the Plan together constitute the entire and final agreement and supersede all prior understandings, negotiations and agreements, written or oral, of the parties hereto with respect to this Award.

MELA SCIENCES, INC.

By: /s/ Jeffrey F. O'Donnell, Sr.

Jeffrey F. O'Donnell, Sr.
Chairman of the Board

/s/ Michael R. Stewart.

Michael R. Stewart

Address of Recipient

3930 Ruckman Way
Doylestown, PA 18902

STOCK POWER

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Award Agreement between MELA Sciences, Inc., a Delaware corporation (the "Company"), and the undersigned dated as of December 15, 2015, the undersigned, hereby sells, assigns and transfers to the Company, an aggregate _____ shares of common stock of the Company, standing in the undersigned's name on the books of Company and represented by stock certificate number(s) _____ to which this instrument is attached, and hereby irrevocably constitutes and appoints _____ as his attorney in fact and agent to transfer such shares on the books of the Company, with full power of substitution in the premises.

Dated: _____

Michael R. Stewart

(Instruction: Please do not fill in any blanks other than the signature line. The purpose of the assignment is to enable the Company to exercise its rights to reacquire the shares in the circumstances provided for in the Restricted Stock Award Agreement without requiring additional signatures on the part of the Individual.)
