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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_)\*

Genesis Biopharma, Inc.

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(Name of Issuer)

Common Stock, \$0.001 par value per share

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(Title of Class of Securities)

35702Q109

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(CUSIP Number)

Robert T. Brooke  
Chief Executive Officer  
1601 North Sepulveda Boulevard, #632  
Manhattan Beach, CA 90266  
513-869-9793

copies to:

Gia C. Twine, Esq.  
Law Office of Jennifer A. Post  
340 North Camden Drive, Suite 302  
Beverly Hills, CA 90210  
818-612-6120

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

March 14, 2010

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(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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|--|---|--------------------------|-----------|
| 1.   | Names of reporting persons<br><br>Robert T. Brooke  |                          |           |
| 2.   | Check the appropriate box if a member of a group (see instructions)<br><br>(a) <input type="radio"/><br>(b) <input type="radio"/> |                          |           |
| 3.   | SEC use only  |                          |           |
| 4.   | Source of funds (see instructions)<br>PF  |                          |           |
| 5.   | Check if disclosure of legal proceedings is required pursuant to items 2(d) or 2(e) <input type="radio"/>                         |                          |           |
| 6.   | Citizenship or place of organization<br>United States   |                          |           |
| Number of<br>shares<br>beneficially<br>owned by<br>each<br>reporting<br>person with: | 7.  | Sole voting power        | 5,940,008 |
|  | 8.  | Shared voting power      | 0         |
|  | 9.  | Sole dispositive power   | 5,940,008 |
|  | 10.   | Shared dispositive power | 0         |
| 11.  | Aggregate amount beneficially owned by each reporting person<br>5,940,008   |                          |           |
| 12.  | Check if the aggregate amount in row (11) excludes certain shares (see instructions) <input type="radio"/>                        |                          |           |
| 13.  | Percent of class represented by amount in row (11)<br>8.3%  |                          |           |
| 14.  | Type of reporting person (see instructions)<br>HC, IN   |                          |           |

**Item 1. Security and Issuer**

This statement on Schedule 13D relates to the Common Stock, \$0.001 par value per share (the "Common Stock"), of Genesis Biopharma, Inc. (the "Issuer"). The address of the Issuer's principal executive offices is 1601 North Sepulveda Boulevard, #632, Manhattan Beach, CA 90266.

**Item 2. Identity and Background**

(a) Name: Robert T. Brooke (the "Reporting Person")

(b) Business address: 1601 North Sepulveda Boulevard, #632, Manhattan Beach, CA 90266

(c) The Reporting Person is the President, the Chief Executive Officer and a director of the Issuer. The Issuer's principal business is the development and commercialization of drugs and other clinical solutions for underserved diseases, including metastatic cancers and lethal infectious diseases, and its address is 1601 North Sepulveda Boulevard, #632, Manhattan Beach, CA 90266.

(d) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, the Reporting Person has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and has not been and is not, as a result of any such proceeding, subject to a judgment, decree or final order (1) enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or (2) finding any violation with respect to such laws.

(f) The Reporting Person is a citizen of the United States.

**Item 3. Source and Amount of Funds or Other Consideration**

The Reporting Person used personal funds in the amount of \$2,070.84 to purchase 414,167 shares of the Issuer's Common Stock pursuant to a Stock Purchase Agreement dated March 14, 2010 between Ibrahim Abotaleb and the Reporting Person. On March 15, 2010, the Issuer effected a 24-to-1 forward stock split of its Common Stock, pursuant to which the Reporting Person's shares of the Issuer's stock were divided into 9,940,008 shares. On March 18, 2010, the Reporting Person made gifts of 2,000,000 shares each to two persons (see Item 5 below), resulting in the 5,940,008 shares currently owned by the Reporting Person and reported herein.

**Item 4. Purpose of Transaction**

The Reporting Person acquired the shares reported herein and became a director and an officer of the Issuer in connection with the series of transactions described below in this Item 4.

On March 15, 2010, the Issuer (then named Freight Management Corp.) and Genesis Biopharma, Inc., a Nevada corporation and a newly formed merger subsidiary wholly owned by the Issuer ("Merger Sub"), consummated a merger transaction (the "Merger") whereby Merger Sub merged into the Issuer, with the Issuer as the surviving corporation. The Issuer and Merger Sub filed Articles of Merger on March 15, 2010 with the Secretary of State of Nevada, along with the Agreement and Plan of Merger entered into by the two parties effective as of March 15, 2010 (the "Merger Agreement"). The Merger Agreement and the Articles of Merger provided for an amendment of the Issuer's Articles of Incorporation, which changed the Issuer's name to "Genesis Biopharma, Inc." effective as of March 15, 2010.

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As a result of the Merger, the Issuer acquired all of the assets and contractual rights, and assumed all of the liabilities, of Merger Sub with respect to an Asset Purchase Agreement (the "Purchase Agreement") entered into effective March 15, 2010 by the Issuer and Merger Sub with Hamilton Atlantic, a Cayman Islands company ("Hamilton"), and the other signatories thereto. Pursuant to the Purchase Agreement, Hamilton sold, and Merger Sub acquired, all of Hamilton's rights, title and interest to certain assets related to the development and commercialization of biotechnology drugs, primarily anti-CD55 antibodies that could be developed and commercialized for the treatment of cancer (the "Anti-CD55 Antibody Program"), including certain patents, patent applications, materials, and know-how.

On March 15, 2010, after the effectiveness of the Merger, the Issuer entered into a Patent and Know How Licence (the "License Agreement") with Cancer Research Technology Limited, a company registered in England and Wales ("CRT"). Pursuant to the License Agreement, CRT granted to the Issuer an exclusive, worldwide right and license in certain intellectual property related to a proprietary, therapeutic use of anti-CD55 antibodies, including rights to patents and patent applications related thereto, to research, develop, use, make, distribute, and sell products utilizing the licensed intellectual property.

In addition, effective March 15, 2010, the Issuer sold to accredited investors pursuant to subscription agreements, in a private placement offering, an aggregate of 12,799,968 shares (post-split) of its Common Stock, for an aggregate purchase price of \$400,000.

As two of the Issuer's directors have resigned effective March 29, 2010, the Reporting Person, as an executive officer and director of the Issuer, is considering appointing a new director to fill one of the vacancies. In his capacity as an executive officer and director of the Issuer, the Reporting Person also may actively pursue proposals that relate to or would result in any of the transactions or events described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

#### **Item 5. Interest in Securities of the Issuer**

(a) In the aggregate, the Reporting Person beneficially owns, as of March 18, 2010, 5,940,008 shares of the Issuer's Common Stock, representing approximately 8.3% of such class of securities. This percentage of beneficial ownership is based on a total of 71,860,008 shares of the Common Stock outstanding as of March 15, 2010.

(b) The Reporting Person has the sole power to vote or to direct the vote of, and the sole power to dispose of or to direct the disposition of, 5,940,008 shares of the Issuer's Common Stock.

(c) The information provided in Item 3 is incorporated herein by reference. The gifts referenced in Item 3 were made to Thomas V. Brooke and Ronald B. Sew Hoy. As the transactions were gifts from the Reporting Person, neither recipient paid a purchase price for the shares gifted. Other than the transactions described in Item 3, during the past sixty days, there have been no transactions in shares of the Common Stock of the Issuer by the Reporting Person.

(d) No person other than the Reporting Person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock reported hereby.

(e) Not applicable.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Except as reported above in Items 3, 4 and 5(c), there are no contracts, arrangements, understandings, or relationships (legal or otherwise) between the Reporting Person and any person with respect to any securities of the Issuer. The information provided in Items 3, 4 and 5 is incorporated herein by reference.

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**Item 7. Material to be Filed as Exhibits**

- (1) Stock Purchase Agreement between Ibrahim Abotaleb and Robert Brooke dated March 14, 2010\*
- (2) Articles of Incorporation filed with the Nevada Secretary of State on September 17, 2007<sup>(1)</sup>
- (3) Certificate of Change filed with the Nevada Secretary of State on March 15, 2010<sup>(2)</sup>
- (4) Articles of Merger filed with the Nevada Secretary of State on March 15, 2010<sup>(3)</sup>
- (5) Agreement and Plan of Merger between Freight Management Corp. (renamed Genesis Biopharma, Inc.) and Genesis Biopharma, Inc. dated March 15, 2010<sup>(4)</sup>
- (6) Asset Purchase Agreement among Freight Management Corp. (renamed Genesis Biopharma, Inc.), Genesis Biopharma, Inc., Hamilton Atlantic and the other signatories thereto dated March 15, 2010<sup>(5)</sup>
- (7) Patent and Know How Licence between Cancer Research Technology Limited and Genesis Biopharma, Inc. (formerly Freight Management Corp.) dated March 15, 2010<sup>(6)</sup>
- (8) Form of Private Placement Subscription Agreement<sup>(7)</sup>

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**\* Filed herewith**

- (1) Incorporated by reference to Exhibit 3.1 to the Issuer's Registration Statement on Form SB-2 filed on January 29, 2008.
- (2) Incorporated by reference to Exhibit 3(i).2 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.
- (3) Incorporated by reference to Exhibit 3(i).3 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.
- (4) Incorporated by reference to Exhibit 10.1 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.
- (5) Incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.
- (6) Incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.
- (7) Incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K filed on March 19, 2010.

*[signature page follows]*

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*Signature*

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 24, 2010

By: /s/ Robert T. Brooke  
Robert T. Brooke

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## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made effective as of March 14<sup>th</sup>, 2010 by and between Ibrahim Abotaleb, an individual, (the "Seller"), and Robert Brooke, an individual (the "Purchaser").

### RECITAL

WHEREAS, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, a total of Four-Hundred Fourteen Thousand One-Hundred Sixty-Seven (414,167) shares (the "Shares") of the common stock, par value \$0.005 ("Common Stock"), of Freight Management Corporation, a Nevada corporation (the "Company"), registered in the name of the Seller for an aggregate purchase price of \$2,070.84 (the "Purchase Price"), upon and subject to the terms and conditions hereinafter set forth.

### AGREEMENT

Accordingly, in consideration of the premises and the mutual covenants, obligations and agreements contained herein, the Purchaser and the Seller hereby agree as follows:

1. Purchase and Sale of the Shares. Upon the terms and subject to the conditions set forth herein, the Seller agrees to sell, and the Purchaser agrees to purchase the Shares for the Purchase Price.

2. Closing. The closing for the purchase and sale of the Shares (the "Closing") shall take place on March 14<sup>th</sup>, 2010 (the "Closing Date") at a time and location to be mutually agreed upon by the parties. Any party may terminate this Agreement prior to Closing, by delivering written notice of such party's election to terminate this Agreement. At the Closing, the Seller shall deliver to the Purchaser the stock certificates evidencing the Shares, duly endorsed for transfer to the Purchaser or accompanied by an assignment separate from certificate, and the Purchaser shall deliver the Purchase Price to the Seller.

3. Representation, Warranties and Covenants of the Seller. The Seller hereby represents, warrants and covenants to Purchaser as follows:

3.1 Authorization; Enforceability. The Seller has all corporate or individual right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereunder. This Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy.

3.2 Organization, Good Standing and Qualification. The Seller, if a corporation, is duly organized, validly existing and in good standing under the laws of its jurisdiction and has full corporate power and authority to conduct its business.

3.3 Valid Transfer. The Seller is the sole and complete owner of the Shares and, when paid for by the Purchaser pursuant to this Agreement, the Purchaser shall receive complete right, title and ownership to the Shares free and clear of any encumbrances or restrictions, except as provide for under U.S. federal securities laws.

3.4 Further Assurance. At any time after the Closing, Seller shall execute, acknowledge and deliver to the Purchaser any further documents, assurances or other matters, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by the Purchaser and as are necessary or desirable to carry out the purpose of this Agreement.

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3.5 No Conflict; Governmental Consents.

(a) The execution and delivery by the Seller of this Agreement and the consummation of the transactions contemplated hereunder will not result in the violation by the Seller of any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority to or by which the Seller is bound, and will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute (with due notice or lapse of time or both) a default under, any lease, loan agreement, mortgage, security agreement, trust indenture, or other agreement or instrument to which the Seller is a party or by which it is bound.

(b) No consent, approval, authorization or other order of any governmental authority or other third party is required to be obtained by the Seller in connection with the authorization, execution and delivery of this Agreement or with the sale and transfer of the Shares, except such consents that have been obtained prior to the Closing.

4. Representations and Warranties of Purchaser. The Purchaser hereby represents and warrants to the Seller as follows:

4.1 Authorization. (i) the purchase of the Shares has been duly and properly authorized and this Agreement has been duly executed and delivered by the Purchaser or on its behalf and constitutes the valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity; (ii) the purchase of the Shares does not conflict with or violate the Purchaser's organizational documents, if any, or any law, regulation or court order applicable to it; and (iii) the purchase of the Shares does not impose any penalty or other onerous condition on Purchaser under or pursuant to any applicable law or governmental regulation.

4.2 Capacity. The Purchaser has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment and is able to bear the economic risk of such investment and, at the present time, is able to afford a complete loss of such investment.

4.3 Reliance on Information. The Purchaser acknowledges that it has not been provided with a private placement memorandum or other form of offering document regarding the Company or the Shares. Purchaser understands the practical and legal benefits of receiving and reviewing such disclosure documents and is willing to forego the benefits such documents would afford in order to purchase the Shares at this time. To the extent deemed necessary or advisable by the Purchaser, the Purchaser has retained, at the sole expense of Purchaser, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and an investment in the Shares.

4.4 No Solicitation. The Purchaser represents that no Shares were offered or sold to Purchaser by means of any form of general solicitation or general advertising.

4.5 Purchase for Own Account. The Purchaser understands that the Shares have not been registered under the Securities Act by reason of a claimed exemption under the provisions of the Securities Act of 1933, as amended ("Securities Act") which depends, in part, upon the Purchaser's investment intention. In this connection, the Purchaser hereby represents that it is purchasing Shares for its own account for investment and not with a present view toward the resale or distribution to others or for resale in connection with any distribution or public offering (within the meaning of the Securities Act), nor with any present intention of distributing or selling the same and the Purchaser has no present or contemplated agreement, undertaking, arrangement, obligation or commitment providing for the disposition thereof. The Purchaser shall not sell or otherwise transfer the Shares unless a subsequent disposition is registered under the Securities Act or is exempt from such registration. The Purchaser consents to the placement of the legend set forth below, or a substantial equivalent thereof, on any certificate or other document evidencing the Shares:



THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SHARES UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE SECURITIES ACT. ANY SUCH TRANSFER MAY ALSO BE SUBJECT TO COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS AND THE LAWS OF OTHER APPLICABLE JURISDICTIONS.

5. Miscellaneous.

5.1 Amendments and Waivers.

(a) This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and thereof and supersedes all prior and contemporaneous discussions, negotiations, agreements and understandings (oral or written) with respect to such subject matter. This Agreement or any provision hereof may be (i) amended only by mutual written agreement of the Seller and the Purchaser or (ii) waived only by written agreement of the waiving party. No course of dealing between or among the parties will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

5.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller and its successors and assigns and the Purchaser and its successors and assigns.

5.3 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to duly given and received when delivered personally or transmitted by facsimile and properly addressed to the party to receive the same at the address set forth below or at such other address as such party may have designated by advance written notice to the other parties.

If to the Seller: Ibrahim Abotaleb  
24 El Gammal St, Cleopatra Hammat  
Alexandria, 21311, Egypt

If to the Purchaser: Robert Brooke  
1601 N. Sepulveda Blvd., #632  
Manhattan Beach, CA 90266

5.4 Governing Law. This Agreement shall be governed by the laws of Egypt.

5.5 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party, as specifically determined by the court, shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

5.6 Counterparts. This Agreement may be executed in any number of counterparts and, notwithstanding that any of the parties did not execute the same counterpart, each of such counterparts (or facsimile copies thereof) shall, for all purposes, be accepted as an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of a signature page of this Agreement.

5.7 Headings. The headings of the Sections hereof are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

5.8 Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision unless the provision held invalid shall substantially impair the benefit of the remaining portion of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed and delivered as of the date first set forth above.

“SELLER”

/s/ Ibrahim Abotaleb  
[IBRAHIM ABOTALEB]

“PURCHASER”

/s/ Robert T. Brooke  
[ROBERT BROOKE]