
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Genesis Biopharma, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value per share

(Title of Class of Securities)

35702Q109

(CUSIP Number)

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

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

March 25, 2011

(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).

1.	Names of reporting persons Robert T. Brooke		
2.	Check the appropriate box if a member of a group (see instructions) (a) <input type="radio"/> (b) <input type="radio"/>		
3.	SEC use only		
4.	Source of funds (see instructions) 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 United States		
Number of shares beneficially owned by each reporting person with:	7.	Sole voting power	4,440,008
	8.	Shared voting power	0
	9.	Sole dispositive power	4,440,008
	10.	Shared dispositive power	0
11.	Aggregate amount beneficially owned by each reporting person 4,440,008		
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) 6.0%		
14.	Type of reporting person (see instructions) IN		

Explanatory Note

This Amendment No. 1 to Schedule 13D (this "Amendment No. 1") amends and supplements the Schedule 13D originally filed with the Securities and Exchange Commission by Robert T. Brooke (the "Reporting Person") on March 24, 2010 (the "Schedule 13D").

Item 1. Security and Issuer

Item 1 of the Schedule 13D is amended and restated in its entirety as follows:

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 11500 Olympic Boulevard, Suite 400, Los Angeles, CA 90064.

Item 2. Identity and Background

Item 2 of the Schedule 13D is amended by restating sub-item (c) thereof in its entirety as follows:

(c) The Reporting Person was the President, the Chief Executive Officer and a director of the Issuer until his resignation from such positions effective February 7, 2011. The Reporting Person currently is under contract with the Issuer to provide advisory services to the Issuer pursuant to the terms of an Advisory Agreement entered into by the Reporting Person and 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. The Issuer's address is 11500 Olympic Boulevard, Suite 400, Los Angeles, CA 90064.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is amended by supplementing the disclosures thereunder with the following information:

Effective February 7, 2011, the Reporting Person resigned from his executive officer and director positions with the Issuer. Also effective February 7, 2011, the Reporting Person entered into an Advisory Agreement with the Issuer pursuant to which the Reporting Person has agreed to provide advisory services to the Issuer. In the Advisory Agreement, the Reporting Person agreed to submit for cancellation 1,500,000 shares of the Issuer's Common Stock owned by him. Such shares were cancelled on March 25, 2011.

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is amended by restating sub-items (a) and (b) in their entirety as follows:

(a) In the aggregate, the Reporting Person beneficially owns, as of May 10, 2011, 4,440,008 shares of the Issuer's Common Stock, representing approximately 6.0% of such class of securities. This percentage of beneficial ownership is based on a total of 74,183,349 shares of the Common Stock outstanding as of April 20th, 2011.

(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, 4,440,008 shares of the Issuer's Common Stock.

Item 5 of the Schedule 13D is amended by supplementing the disclosures in sub-item (c) thereunder with the following information:

(c) The cancellation on March 25, 2011 of 1,500,000 shares of the Issuer's Common Stock owned by the Reporting Person, as described above in Item 4, is the only transaction in such class of securities that was effected by the Reporting Person in the past sixty days.

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is amended by supplementing the disclosures thereunder with the following information:

- (1) Advisory Agreement between Genesis Biopharma, Inc. and Robert T. Brooke entered into effective February 7, 2011*

* Filed herewith

[signature page follows]

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: May 10th, 2011

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

ADVISORY AGREEMENT

This Advisory Agreement ("Agreement") is entered into effective February 7th, 2011 (the "Effective Date"), by and between Genesis Biopharma, Inc., a Nevada corporation, located at 1601 N. Sepulveda Blvd., #632, Manhattan Beach, California 90266 ("Company"), and Robert Brooke, an individual residing at 5412 W. 149th Place, Unit 1, Hawthorne, CA 90250 ("Advisor").

WHEREAS, Company and Advisor desire for Advisor to provide those advisory services set forth herein;

NOW, THEREFORE, for and in consideration of the promises, covenants and undertakings set forth in this Agreement, the compensation to be paid as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is from the Effective Date until the one (1) year anniversary of the Effective Date (the "Term"), unless sooner terminated as herein provided.
2. The Advisor will submit for cancellation One Million Five-Hundred Thousand (1,500,000) shares of common stock held of the Company and hereby agrees not to sell any remaining shares of common stock for a period of one (1) year.
3. Advisor will perform advisory services when and where reasonably directed by the Chief Executive Officer of Company or other officials of Company which the Chief Executive Officer may designate from time to time by written instructions to Advisor. Advisor's services will generally consist of advisory services related to the development of therapeutic products, including availability for discussion by telephone of: (1) technical drug development plans; (2) proposed research agreements with contract research and manufacturing providers; (3) evaluation of business development and partnering opportunities; and (4) review of grant funding proposals. The exact topics or subjects of Advisor's advisory discussions and the time to be devoted thereto will be reasonably determined by the Chief Executive Officer of Company.
4. For being available to render and actually rendering such advisory services Company will issue Advisor monthly cash compensation of \$3,750. If applicable, Advisor will be reimbursed for reasonable and necessary travel and other business expenses actually incurred in rendering requested services hereunder, however, any individual expense in excess of \$100 must be approved by the Chief Executive Officer prior to being incurred. Expenses will be reimbursed monthly upon presentment of completed expense reports on forms normally used by Company (including all required receipts).
5. Advisor understands and agrees that Advisor is not an employee of Company by virtue of this Agreement, and accordingly is not eligible under this Agreement for vacation or any other benefits except those expressly provided for in Section 4 above.
6. Advisor also understands and agrees that all software, programs, programming documentation, disks, tapes, listings, drawings, designs, computer hardware, reports, computations, calculations, working papers and documents of every kind received or prepared by Advisor and any of Advisor's employees, agents and representatives under the terms of this Agreement will be and remain the sole property of Company and will be delivered to Company upon request and in any event, upon expiration or termination of this Agreement. Company will have full and unlimited right to use all of the same, including the unlimited right to make, use, and/or sell any pre-existing inventions owned by Company whether patented or unpatented as incorporated in the same by Company without any claim or right for any additional compensation by Advisor or Advisor's officers, directors, employees, agents or representatives.

7. It is recognized that some work Advisor will be called upon to perform hereunder, as well as information furnished Advisor by Company in connection therewith, is highly confidential to Company and/or third parties, including its business partners. Accordingly, any and all such information developed or secured during the performance of services under this Agreement, including but not limited to, information regarding Company's patents, business partners, investors, customers, distributors, sales representatives, sales, suppliers, business and marketing strategies, accounts, negotiations with potential customers, partners, venturers or acquisitions, product development, equipment and testing, heretofore or hereafter disclosed by or on behalf of Company to Advisor, shall be considered by Advisor to be confidential and shall not now or at any time hereafter be published, stated or used by Advisor for any purposes without Company's prior written consent. In the event of a breach or threatened breach by Advisor or Advisor's employees, agents or representatives of any provision of this paragraph, Company shall, in addition to any other available remedies, be entitled to any injunction restraining Advisor or Advisor's employees, agents or representatives from disclosing, in whole or in part, any such information or from rendering any services to any person, firm or corporation to whom any of such information may be disclosed or is threatened to be disclosed.

8. The provisions of Sections 6 and 7 of this Agreement shall continue to be binding upon Advisor and Advisor's employees, agents and representatives in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

9. Advisor acknowledges and agrees that, as an independent contractor, Advisor is solely responsible for the payment of any taxes and/or assessments imposed on account of the payment of compensation to or the performance of advisory services by Advisor and Advisor's employees, agents and representatives pursuant or prior to this Agreement, including, without limitation, any unemployment insurance tax, federal, state and local income taxes, federal Social Security (FICA) payments, state disability insurance taxes and foreign taxes. Company shall not, by reason of Advisor's status as an independent contractor hereunder and the representations contained herein, make any withholdings or payments of said taxes or assessments from the compensation due Advisor hereunder, and any such withholding shall be for Advisor's account and shall not be reimbursed by Company to Advisor if those taxes are paid to the competent authority. Advisor, if an unincorporated individual, expressly agrees to treat any compensation earned under this Agreement as self-employment income for federal, state and local tax purposes, and to make all payments of federal, state and local income taxes, unemployment insurance taxes, and disability insurance taxes when the same may become due and payable with respect to such self-employment compensation earned under this Agreement. Advisor further agrees and undertakes to indemnify and hold harmless Company, its subsidiaries and affiliates and their officers, directors, agents, employees and their successors or heirs and any of them, from any and all liability, loss, damages, expenses, penalties and/or judgments arising out of any failure of Advisor to make any payment of taxes required to be made by Advisor under this paragraph or failure of Company to withhold any amounts on compensation paid hereunder.

10. Waiver of Workers Compensation Coverage - In the event Advisor is determined or alleged to be an employee of Company covered by the California Workers' Compensation Act, as amended from time to time, rather than an independent contractor under said Act, Advisor hereby notifies Company that Advisor waives coverage under said Act and that Advisor retains all rights of action under common law.

11. Company shall indemnify, defend and hold Advisor harmless from any and all claims, causes of action, demands, liabilities, losses, damages, costs, disbursements and expenses, including court costs and reasonable attorneys' fees and expenses arising out of or relating to any such claim, that arise from or relate to Advisor's provision of services to Company under this Agreement. Notwithstanding anything to the contrary herein, Company shall not be obligated pursuant to the terms of this Agreement to indemnify Advisor with respect to any claim if (i) Advisor did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of Company with respect to such claim, or (ii) the claim is a criminal action or proceeding, and Advisor had reasonable cause to believe Advisor's conduct was unlawful, or (iii) Advisor's conduct constituted willful default, fraud or dishonesty in the performance or nonperformance of Advisor's duties, or (iv) Advisor shall have been adjudged to be liable to Company with respect to such claim, or (v) otherwise prohibited by applicable law; or (vi) Advisor initiated or voluntarily brought such claim.

12. Company may terminate this Agreement at any time upon written notice for "good cause." Termination for "good cause" shall include, without limitation, the following causes:

- (a) Advisor by reason of injury or illness being incapable for more than thirty (30) consecutive days of satisfactorily performing Advisor's duties as an Advisor under this Agreement;
- (b) Death of Advisor;
- (c) Advisor being charged with a crime punishable by imprisonment;
- (d) Advisor negligently performing Advisor's duties hereunder, or otherwise failing to comply with any terms or conditions of this Agreement, and such negligent performance or failure to comply remaining uncured for more than fourteen (14) days after receipt of written notice.

13. Advisor may terminate this Agreement if he is unable or unwilling to provide the services under the terms described herein and in such instances shall provide ten (10) days' advance notice of such intent to Company in writing.

14. This Agreement supersedes all previous agreements, written or oral, relating to Advisor's employment by or rendering services to Company herein and shall not be changed orally, but only by a signed, written instrument to which both Company and Advisor are parties. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and legal representatives, and shall also bind and inure to the benefit of any successor of Company, by merger or consolidation or any assignee of any or substantially all of the properties or assets of any of them. This Agreement may be assigned by Company to an above successor or assignee and to any subsidiary or affiliate of Company. Advisor is providing personal services hereunder, and Advisor shall not assign, transfer or subcontract Advisor's obligations hereunder without the prior written consent of Company.

15. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in the State of California before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ADVISOR:
ROBERT BROOKE

COMPANY:
GENESIS BIOPHARMA, INC.

By: /s/ Robert T. Brooke

By: /s/ Michael Handelman

Name: Michael Handelman

Title: CFO