

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): July 31, 2008

Enzo Biochem, Inc.

(Exact Name of Registrant as Specified in Its Charter)

New York

(State or Other Jurisdiction of Incorporation)

001-09974

(Commission File Number)

13-2866202

(IRS Employer Identification No.)

**527 Madison Avenue
New York, New York**

(Address of Principal Executive Offices)

10022

(Zip Code)

(212) 583-0100

(Registrant's Telephone Number, Including Area Code)

(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 (*see* General Instruction A.2. below):

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

(e) Termination of Split Dollar Life Insurance Agreements

On July 31, 2008, (i) Enzo Biochem, Inc., a New York corporation (the “Registrant”), the trustees of The Shahram K. Rabbani 1998 Irrevocable Insurance Trust (the “SKR Trust”), and Shahram K. Rabbani, the Registrant’s Treasurer and Secretary, entered into the Termination of Split Dollar Agreement (the “SKR Termination Agreement”) relating to that certain Split Dollar Agreement dated as of October 22, 1998, by and between the Registrant and the SKR Trust, and (ii) the Registrant, the trustees of The Barry W. Weiner 1998 Irrevocable Insurance Trust for Newly Purchased Insurance (the “BWW Trust”), and Barry W. Weiner, the Registrant’s President and Chief Financial Officer, entered into the Termination of Split Dollar Agreement (the “BWW Termination Agreement”) relating to that certain Split Dollar Agreement dated as of November 6, 1998, by and between the Registrant and the BWW Trust. Pursuant to the terms of the SKR Termination Agreement and the BWW Termination Agreement, the Registrant received on July 31, 2008 approximately \$298,000 and approximately \$180,000, respectively, representing the cash value of the subject insurance policies as of July 31, 2008. Concurrent with such payments, the Registrant released the collateral assigned to it and ceased having any interest in the subject insurance policies.

On July 31, 2008, the Registrant, the trustees of The Elazar Rabbani 1998 Irrevocable Insurance Trust (the “ER Trust”), and Elazar Rabbani, the Registrant’s Chairman and Chief Executive Officer, entered into the Termination of Split Dollar Agreement (the “ER Termination Agreement”) relating to that certain Split Dollar Agreement dated as of December 10, 1998, by and between the Registrant and Elazar Rabbani. Pursuant to the ER Termination Agreement, the Registrant received on July 31, 2008 approximately \$607,000. Concurrent with such payment, the Registrant assigned the policy to the ER Trust and the Registrant ceased having any interest in the subject insurance policy.

The Registrant and each of the SKR Trust, the BWW Trust and the ER Trust have determined that, due in part to changes in accounting rules effective with respect to the Registrant as of August 1, 2008, the above-referenced split dollar arrangements no longer served their intended purposes and should be terminated.

The foregoing is qualified in its entirety by reference to the full text of each of the SKR Termination Agreement, the BWW Termination Agreement and the ER Termination Agreement, copies of which are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein in their entirety by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Termination of Split Dollar Agreement dated July 31, 2008, by and among Enzo Biochem, Inc., the trustees of The Shahram K. Rabbani 1998 Irrevocable Insurance Trust dated as of October 22, 1998, and Shahram K. Rabbani.
10.2	Termination of Split Dollar Agreement dated July 31, 2008, by and among Enzo Biochem, Inc., the trustees of The Barry W. Weiner 1998 Irrevocable Insurance Trust for Newly Purchased Insurance dated as of November 6, 1998, and Barry W. Weiner.
10.3	Termination of Split Dollar Agreement dated July 31, 2008, by and among Enzo Biochem, Inc., the trustees of The Elazar Rabbani 1998 Irrevocable Insurance Trust dated as of December 10, 1998, and Elazar Rabbani.

SIGNATURES

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

ENZO BIOCHEM, INC.

Date: August 5, 2008

By:

/s/ Elazar Rabbani
Dr. Elazar Rabbani
Chairman of the Board and Chief
Executive Officer

EXHIBIT INDEX

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10.2	Termination of Split Dollar Agreement dated July 31, 2008, by and among Enzo Biochem, Inc., the trustees of The Barry W. Weiner 1998 Irrevocable Insurance Trust for Newly Purchased Insurance dated as of November 6, 1998, and Barry W. Weiner.
10.3	Termination of Split Dollar Agreement dated July 31, 2008, by and among Enzo Biochem, Inc., the trustees of The Elazar Rabbani 1998 Irrevocable Insurance Trust dated as of December 10, 1998, and Elazar Rabbani.

TERMINATION OF SPLIT DOLLAR AGREEMENT

THIS TERMINATION OF SPLIT DOLLAR AGREEMENT, entered into this 31st day of July, 2008, by and among Enzo Biochem, Inc., a New York corporation (hereinafter the "Company"), Shahram K. Rabbani, an individual residing in the State of New York (hereinafter referred to as the "Employee"), and Diana Rabbani, Robert H. Cohen and Jeremy Haskel Rabbani, as trustees of the Shahram K. Rabbani Irrevocable Insurance Trust, under trust agreement dated October 22, 1998 (hereinafter the "Owner").

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Company; and

WHEREAS, the Owner is the owner of a policy or policies of life insurance insuring the life of Employee (hereinafter referred to individually as a "Policy" and collectively as the "Policies")

WHEREAS, as of October 22, 1998, the Company and Owner entered into a Split Dollar Agreement (hereinafter referred to as the "SDA") whereby Company agreed to pay a portion of the premiums due under the Policies; and

WHEREAS, the Company had the Policies collaterally assigned to it by the Owner in order to secure the repayment of amounts that the Company paid toward the premiums on the Policies; and

WHEREAS, the Owner retained all other ownership rights in the Policies; and

WHEREAS, on June 30, 2008, pursuant to Article IX of the SDA, the Owner provided notice to the Company of its intent to terminate the SDA as to all Policies currently owned by the Owner; and

WHEREAS, the Owner has agreed to pay the Company Two Hundred Ninety-Eight Thousand Three Dollars and Sixty-Six Cents (\$298,003.66), no later than July 31, 2008, as reimbursement for the premiums paid by the Company on the Policies; and

WHEREAS, in anticipation of the Owner's reimbursement of the premiums on the Policies paid by the Company, the Company has released all of its rights under the collateral assignment of the Policies;

NOW THEREFORE, in consideration of the reimbursement of the Policy premiums, the release of the collateral assignment and the mutual promises contained herein, the parties hereto agree as follows:

1. Ownership of Policies.

The Owner shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies.

2. Reimbursement of Premiums Advanced by Company.

On this same day, the Owner has agreed to pay the Company Two Hundred Ninety-Eight Thousand Three Dollars and Sixty-Six Cents (\$298,003.66), no later than July 31, 2008, as reimbursement to the Company in full satisfaction of all premiums paid by the Company on the Policies.

3. Release of Collateral Assignment.

The Company executed on this same day a Release of Collateral Assignment that confirmed that the liabilities for which the Policies were assigned and held as collateral security were fully satisfied this same day. The Company released all interests in the Policies to the Owner.

4. Collection of Death Proceeds.

(a) Upon the death of the Employee, the beneficiary or beneficiaries designated by the Owner shall collect the death benefits provided under the Policies.

(b) Upon the death of the Employee, the Company shall have no right whatsoever to receive any portion of the death benefit payable under any Policy. The entire death benefit provided under each Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Owner, in the manner and in the amount or amounts provided in the beneficiary designation provision of each Policy.

5. Insurer Not a Party. The Insurer shall be fully discharged from its obligations under the Policies by payment of the death benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modifications or amendments hereof. No provision of this Agreement, nor of any modifications or amendments hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the prior-executed Collateral Assignments

which now have been released on this same day, and will be filed with the Insurer in connection herewith.

6. **Amendment**. This Termination Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns.

7. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns (including, without limitation, the surviving entity as a result of a merger or other acquisition of the Company), and the Employee, his successors, assigns, heirs, executors, administrators and beneficiaries.

8. **Notices**. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Company. The date of such mailing shall be deemed the date of notice, consent or demand.

9. **Arbitration**. All claims, disputes or other matters in question arising out of this Agreement shall be determined by arbitration which, unless the parties mutually agree otherwise, shall be determined by and in accordance with the Commercial Rules of the American Arbitration Association.

10. **Governing Law**. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of New York.

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

COMPANY -
ENZO BIOCHEM, INC.

ATTEST:

_____, _____

By: /s/ Barry W. Weiner
Barry W. Weiner, President
Title

EMPLOYEE

WITNESS:

/s/ Shahram K. Rabbani
Shahram K. Rabbani

OWNER

WITNESS:

Diana Rabbani, Trustee of the
Shahram K. Rabbani 1998 Irrevocable Insurance
Trust (u/t/a dated 10/22/98)

/s/ Diana Rabbani
Diana Rabbani

WITNESS:

Robert H. Cohen, Trustee of the
Shahram K. Rabbani 1998 Irrevocable Insurance
Trust (u/t/a dated 10/22/98)

/s/ Robert H. Cohen
Robert H. Cohen

WITNESS:

Jeremy Haskel Rabbani, Trustee of the
Shahram K. Rabbani 1998 Irrevocable Insurance
Trust (u/t/a dated 10/22/98)

/s/ Jeremy Haskel Rabbani
Jeremy Haskel Rabbani

TERMINATION OF SPLIT DOLLAR AGREEMENT

THIS TERMINATION OF SPLIT DOLLAR AGREEMENT, entered into this 31st day of July, 2008, by and among Enzo Biochem, Inc., a New York corporation (hereinafter the "Company"), Barry W. Weiner, an individual residing in the State of New York (hereinafter referred to as the "Employee"), and Elazar Rabbani and Robert H. Cohen, as trustees of The Barry W. Weiner 1998 Irrevocable Insurance Trust For Newly Purchased Insurance, under agreement dated as of November 6, 1998 (hereinafter the "Owner").

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Company; and

WHEREAS, the Owner is the owner of a policy or policies of life insurance insuring the life of Employee (hereinafter referred to individually as a "Policy" and collectively as the "Policies")

WHEREAS, as of November 6, 1998, the Company and Owner entered into a Split Dollar Agreement (hereinafter referred to as the "SDA") whereby Company agreed to pay a portion of the premiums due under the Policies; and

WHEREAS, the Company had the Policies collaterally assigned to it by the Owner in order to secure the repayment of amounts that the Company paid toward the premiums on the Policies; and

WHEREAS, the Owner retained all other ownership rights in the Policies; and

WHEREAS, on June 29, 2002, the Company and Owner entered into an amendment to the SDA reflecting a change in the Policies; and

WHEREAS, on June 30, 2008, pursuant to Article IX of the SDA, the Owner provided notice to the Company of its intent to terminate the SDA as to all Policies currently owned by the Owner; and

WHEREAS, the Owner has agreed to pay the Company One Hundred Eighty Thousand Four Hundred Ninety-Five Dollars and Ninety-Eight Cents (\$180,495.98), no later than July 31, 2008, as reimbursement for the premiums paid by the Company on the Policies; and

WHEREAS, in anticipation of the Owner's reimbursement of the premiums on the Policies paid by the Company, the Company has released all of its rights under the collateral assignment of the Policies;

NOW THEREFORE, in consideration of the reimbursement of the Policy premiums, the release of the collateral assignment and the mutual promises contained herein, the parties hereto agree as follows:

1. Ownership of Policies.

The Owner shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies.

2. Reimbursement of Premiums Advanced by Company.

On this same day, the Owner has agreed to pay the Company One Hundred Eighty Thousand Four Hundred Ninety-Five Dollars and Ninety-Eight Cents (\$180,495.98), no later than July 31, 2008, as reimbursement to the Company in full satisfaction of all premiums paid by the Company on the Policies

3. Release of Collateral Assignment.

The Company executed on this same day a Release of Collateral Assignment that confirmed that the liabilities for which the Policies were assigned and held as collateral security were fully satisfied this same day. The Company released all interests in the Policies to the Owner.

4. Collection of Death Proceeds.

(a) Upon the death of the Employee, the beneficiary or beneficiaries designated by the Owner shall collect the death benefits provided under the Policies.

(b) Upon the death of the Employee, the Company shall have no right whatsoever to receive any portion of the death benefit payable under any Policy. The entire death benefit provided under each Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Owner, in the manner and in the amount or amounts provided in the beneficiary designation provision of each Policy.

5. Insurer Not a Party. The Insurer shall be fully discharged from its obligations under the Policies by payment of the death benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modifications or amendments hereof. No provision of this Agreement, nor of any modifications or amendments hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies, except insofar as the provisions hereof are made a part of the Policies by the prior-executed Collateral Assignments

which now have been released on this same day, and will be filed with the Insurer in connection herewith.

6. **Amendment**. This Termination Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns.

7. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns (including, without limitation, the surviving entity as a result of a merger or other acquisition of the Company), and the Employee, his successors, assigns, heirs, executors, administrators and beneficiaries.

8. **Notices**. Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Company. The date of such mailing shall be deemed the date of notice, consent or demand.

9. **Arbitration**. All claims, disputes or other matters in question arising out of this Agreement shall be determined by arbitration which, unless the parties mutually agree otherwise, shall be determined by and in accordance with the Commercial Rules of the American Arbitration Association.

10. **Governing Law**. This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of New York.

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

COMPANY

ATTEST:

_____, _____ (Title)

ENZO BIOCHEM, INC.
By: /s/ Elazar Rabbani
Name: Elazar Rabbani
Title: CEO

EMPLOYEE

WITNESS:

/s/ Barry W. Weiner
Barry W. Weiner

OWNER

WITNESS:

Elazar Rabbani, Trustee of the Barry W. Weiner
1998 Irrevocable Insurance Trust For Newly
Purchased Insurance (u/t/a/ dated 11/6/98)
/s/ Elazar Rabbani
Elazar Rabbani

WITNESS:

Robert H. Cohen, Trustee of the Barry W. Weiner
1998 Irrevocable Insurance Trust For Newly
Purchased Insurance (u/t/a/ dated 11/6/98)
/s/ Robert H. Cohen
Robert H. Cohen

TERMINATION OF SPLIT DOLLAR AGREEMENT

THIS TERMINATION OF SPLIT DOLLAR AGREEMENT, entered into this 31st day of July, 2008, by and among Enzo Biochem, Inc., a New York corporation (hereinafter the "Company"), and Barry W. Weiner, Shahla Rabbani Weiner, and Robert H. Cohen, as trustees under The Elazar Rabbani 1998 Irrevocable Insurance Trust Agreement (Existing Insurance), dated December 10, 1998 (hereinafter the "Trust"), and is acknowledged and agreed to by Elazar Rabbani, an individual residing in the State of New York (hereinafter referred to as the "Employee").

WITNESSETH THAT:

WHEREAS, the Employee is employed by the Company; and

WHEREAS, the Company is the owner of a policy or policies of life insurance insuring the life of Employee (hereinafter referred to individually as a "Policy" and collectively as the "Policies"); and

WHEREAS, on December 10, 1998, the Company and Employee entered into a Split Dollar Agreement (hereinafter referred to as the "SDA") whereby Company agreed to pay the premiums due under the Policies, the Company is entitled upon termination of the SDA to an amount equal to the sum of the cash value on the date of the SDA plus the sum of the Company's net contributions and the Employee and the beneficiaries from time to time designated by the Employee are entitled to all other proceeds; and

WHEREAS, on December 30, 1998, the Employee executed an Absolute Assignment of Interest in Split Dollar Agreement whereby the Employee transferred the Employee's entire interest in the Policies under the terms of the SDA to the Trust; and

WHEREAS, on June 30, 2008, pursuant to Article VII of the SDA, the Trust provided notice to the Company of its intent to terminate the SDA as to the Policies; and

WHEREAS, pursuant to Article IV of the SDA, the Trust has agreed to pay the Company Six Hundred and Seven Thousand Three Hundred and Ten Dollars and Seventeen Cents (\$607,310.17), no later than July 31, 2008, as the sum of the premiums paid by the Company on the Policies and the cash value of the Policies on the date of the SDA; and

WHEREAS, in anticipation of the Trust's reimbursement of the premiums on the Policies paid by the Company and the cash value of the Policies on the date of the SDA, the Company has assigned the Policies to the Trust;

NOW THEREFORE, in consideration of the payment to the Company by the Trust, the assignment of the Policies to the Trust, and the mutual promises contained herein, the parties hereto agree as follows:

1. Ownership of Policies.

The Trust shall be the sole and absolute owner of the Policies, and may exercise all ownership rights granted to the owner thereof by the terms of the Policies.

2. Payment to Company.

On this same day, the Trust has agreed to pay the Company Six Hundred and Seven Thousand Three Hundred and Ten Dollars and Seventeen Cents (\$607,310.17), no later than July 31, 2008, as the sum of the reimbursement to the Company in full satisfaction of all premiums paid by the Company on the Policies and the cash value of the Policies on the date of the SDA.

3. Assignment of Policies.

The Company executed on this same day an Assignment that assigned the Policies to the Trust, free and clear of all encumbrances.

4. Collection of Death Proceeds.

(a) Upon the death of the Employee, the beneficiary or beneficiaries designated by the Trust shall collect the death benefits provided under the Policies.

(b) Upon the death of the Employee, the Company shall have no right whatsoever to receive any portion of the death benefit payable under any Policy. The entire death benefit provided under each Policy, if any, shall be paid directly to the beneficiary or beneficiaries designated by the Trust, in the manner and in the amount or amounts provided in the beneficiary designation provision of each Policy.

5. Insurer Not a Party. The Insurer shall be fully discharged from its obligations under the Policies by payment of the death benefits under the Policies to the beneficiary or beneficiaries named in the Policies, subject to the terms and conditions of the Policies. In no event shall the Insurer be considered a party to this Agreement, or any modifications or amendments hereof. No provision of this Agreement, nor of any modifications or amendments hereof, shall in any way be construed as enlarging, changing, varying, or in any other way affecting the obligations of the Insurer as expressly provided in the Policies.

6. Amendment. This Termination Agreement may not be amended, altered or modified, except by a written instrument signed by the parties hereto, or their respective successors or assigns.

7 . **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns (including, without limitation, the surviving entity as a result of a merger or other acquisition of the Company), and the Trust.

8. **Notices.** Any notice, consent or demand required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be signed by the party giving or making the same. If such notice, consent or demand is mailed to a party hereto, it shall be sent by United States certified mail, postage prepaid, addressed to such party's last known address as shown on the records of the Company. The date of such mailing shall be deemed the date of notice, consent or demand.

9. **Arbitration.** All claims, disputes or other matters in question arising out of this Agreement shall be determined by arbitration which, unless the parties mutually agree otherwise, shall be determined by and in accordance with the Commercial Rules of the American Arbitration Association.

10. **Governing Law.** This Agreement, and the rights of the parties hereunder, shall be governed by and construed in accordance with the laws of New York.

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

COMPANY

ATTEST:

ENZO BIOCHEM, INC.

By: /s/ Barry Weiner

Barry Weiner, President

/s/ _____, _____ (Title)

TRUST

WITNESS:

Barry W. Weiner, Trustee under The Elazar
Rabbani 1998 Irrevocable Insurance Trust
Agreement (Existing Insurance) (dated 12/10/98)

/s/ _____

/s/ Barry W. Weiner

Barry W. Weiner

WITNESS:

Shahla Rabbani Weiner, Trustee under The Elazar
Rabbani 1998 Irrevocable Insurance Trust
Agreement (Existing Insurance) (dated 12/10/98)

/s/ _____

/s/ Shahla Rabbani Weiner

Shahla Rabbani Weiner

WITNESS:

Robert H. Cohen, Trustee under The Elazar
Rabbani 1998 Irrevocable Insurance Trust
Agreement (Existing Insurance) (dated 12/10/98)

/s/ _____

/s/ Robert H. Cohen

Robert H. Cohen

**Acknowledged and
Agreed to by:**

EMPLOYEE

WITNESS: /s/ _____

/s/ Elazar Rabbani

Elazar Rabbani