

FORM 8-K

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

Date of Report (Date of earliest event reported): June 10, 2008

Warp 9, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

0-13215

(Commission File Number)

30-0050402

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

50 Castilian Dr., Suite 101, Santa Barbara, California

(Address of principal executive offices)

93117

(Zip Code)

Registrant's telephone number: (805) 964-3313

(Former name, former address and former fiscal year, if changed since last report)

Total number of pages in this document: 7

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 240.14d-2(b)).
 - Soliciting material pursuant to Rule 14a-12 under 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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SECTION 1. REGISTRANT'S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

Effective June 10, 2008, Warp 9, Inc., a Nevada corporation ("the Company"), closed an agreement with YA Global Investments, L.P., a New Jersey corporation (formerly Cornell Capital Partners, LP) ("YA"), pursuant to which YA has accepted a prepayment of the full amount of its loan to the Company. The prepayment amount is \$620,846 ("the Repayment Sum"), which was paid on June 10, 2008. YA agreed that, upon receipt of the Repayment Sum, the loan is recorded as paid in full, and the original transaction documents for the loan are marked as cancelled and delivered to the Company. YA returned to the Company the share certificate for pledged shares and related stock power, and has submitted the documents necessary to evidence the release of all liens and security interests by YA in the assets of the Company.

SECTION 2. FINANCIAL INFORMATION

Item 2.01 Completion of Acquisition or Disposition of Assets

Effective June 10, 2008, Warp 9, Inc., a Nevada corporation ("the Seller"), sold to Cumorah Capital, Inc., a California corporation ("the Buyer"), five million (5,000,000) shares of the common stock of Carbon Sciences, Inc. owned by the Seller as one of its assets ("the Shares"), at a purchase price of \$500,000 in cash, payable on or before delivery of the stock certificate evidencing the Shares to Buyer. The Seller has received the cash payment for the Shares from Cumorah Capital, Inc. The Shares are subject to a "lock-up" agreement, pursuant to which the holder may not sell or otherwise dispose of any of them for a period of two years after Carbon Science's registration statement is declared effective by the Securities and Exchange Commission. The Securities and Exchange Commission declared Carbon Sciences' registration statement effective August 13, 2007.

SECTION 8. OTHER EVENTS

Item 8.01 Other Events

Warp 9, Inc. has used the \$500,000 proceeds from the sale of the Shares toward the prepayment of its \$620,846 debt to YA Global Investments, L.P. (formerly Cornell Capital Partners, LP), which was paid in full on June 10, 2008. The Company is in the process of conveying the stock certificate evidencing the Shares to Cumorah Capital, Inc.

SECTION 9. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

99.1 Prepayment Letter Agreement from YA Global Investments, L.P. to Warp 9, Inc., dated June 5, 2008.

99.2 Stock Purchase Agreement with Cumorah Capital, Inc., a Nevada corporation, dated June 4, 2008.

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, thereunto duly authorized.

WARP 9, INC.

(Registrant)

Date: June 10, 2008

/s/ Harinder Dhillon

Harinder Dhillon, President

Exhibit 99.1

Prepayment Letter Agreement
from
YA Global Investments, L.P. to Warp 9, Inc.
Dated June 5, 2008.

YA GLOBAL INVESTMENTS, L.P.
c/o Yorkville Advisors, LLC
101 Hudson Street, Suite 3700
Jersey City, NJ, 07302

June 5, 2008

Warp 9, Inc.
50 Castilian Drive, Suite 101
Santa Barbara, CA 93117
Attn.: Harinder Dhillon, CEO and President

RE: The following documents (the "Transaction Documents") executed and delivered in connection with certain loans to Warp 9, Inc. (the "Loans"):

1. Securities Purchase Agreement by and between the YA Global Investments, L.P. (formerly, Cornell Capital Partners, L.P.) (the "Buyer") and Warp 9, Inc. (f/k/a Roaming Messenger, Inc.) (the "Company") dated as of December 28, 2005.
2. Investor Registration Rights Agreement by and between the Buyer and the Company dated as of December 28, 2005.
3. Escrow Agreement by and among the Buyer, David Gonzalez, Esq. (as escrow agent) ("Escrow Agent") and the Company dated as of December 28, 2005.
4. Irrevocable Transfer Agent Instructions among the Company, Mountain Share Transfer, Inc., and the Escrow Agent, dated as of December 28, 2005.
5. Insider Pledge and Escrow Agreement among Jonathan Lei, as pledgor, the Company, the Buyer, and the Escrow Agent, dated as of December 28, 2005.
6. Security Agreement between the Company and the Assignor, dated as of December 28, 2005.
7. Secured Convertible Debenture No. CCP-1, in the face amount of Four Hundred Thousand Dollars (\$400,000) issued to the Buyer by the Company, dated December 28, 2005.
8. Secured Convertible Debenture No. CCP-2, in the face amount of Three Hundred Fifty Thousand Dollars (\$350,000) issued to the Buyer by the Company, dated January 30, 2006.
9. Secured Convertible Debenture No. CCP-3, in the face amount of Four Hundred Fifty Thousand Dollars (\$450,000) issued to the Buyer by the Company, dated May 10, 2006.

Gentlemen:

The purpose of this letter is to confirm our agreement to accept repayment of the Loans in consideration of a payment in the amount of \$620,846 (the "Repayment Sum") which consists of the following:

- a. principal in the amount of \$385,426 (the "Principal Balance"), plus
- b. accrued interest through June 2, 2008 in the amount of \$196,878, plus

c. a prepayment premium of \$38,542 (representing a 10% prepayment premium).

The Buyer will accept the Repayment Sum in accordance with the terms of this letter anytime before the close of business on June 9, 2008. Upon our receipt of the Repayment Sum, we will mark all the original Transaction Documents as cancelled, return the original Debentures to you, instruct the Escrow Agent to return to you the share certificate for the Pledged Shares (as defined in, and pledged under the Insider Pledge and Escrow Agreement) and related stock power, submit any additional documents to the Escrow Agent that are necessary to evidence the release of all liens and security interests by us in the assets of Warp 9, Inc., and the Loans will be recorded on our records as having been paid in full.

You expressly acknowledge that we will retain all the warrants issued to us by you pursuant to Section 4(g)(iv) of the above referenced Securities Purchase Agreement. We expressly agree that other than Repayment Sum, we are not entitled to any other consideration or payment in any form for the complete discharge of the Loans.

Sincerely,

YA GLOBAL INVESTMENTS, L.P.

By: Yorkville Advisors, LLC

Its: Investment Manager

By: 
Mark Angelo, Portfolio Manager

Exhibit 99.2

Stock Purchase Agreement
with
Cumorah Capital, Inc.,
a Nevada Corporation
Dated June 4, 2008.

Stock Purchase Agreement

THIS AGREEMENT is made and entered into this 4th day of June, 2008, by and between Warp 9, Inc., (hereinafter referred to as "Seller") and Cumorah Capital, Inc. (hereinafter referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, the Seller is the record owner and holder of 5,000,000 shares (hereinafter referred to as the "Shares") of the common stock of Carbon Sciences, Inc. (the "Company"), and

WHEREAS, the Purchaser desires to purchase the Shares and the Seller desires to sell the Shares, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Shares aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE:

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificate(s) representing the Shares, and the Purchaser shall purchase from the Seller the Shares in consideration of the purchase price set forth in this Agreement. The certificate(s) representing the Shares shall be duly endorsed for transfer or accompanied by appropriate stock transfer powers duly executed in blank, in either case with bank guaranteed signatures and delivered by Seller to the Escrow Agent (hereinafter defined) contemporaneously with Seller's execution of this Agreement and delivery thereof to the Escrow Agent.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE.

As total consideration for the purchase and sale of the Shares, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of Five Hundred Thousand Dollars (\$500,000.00), such total consideration to be referred to in this Agreement as the "Purchase Price". The Purchase Price shall be delivered upon the execution of this Agreement by Seller (and Seller's delivery to Purchaser of an executed copy thereof and an executed copy of the Escrow Agreement (hereinafter defined), to Richardson & Associates, as escrow agent, pursuant to the escrow agreement executed by the parties in the form attached hereto as Exhibit A (the "Escrow Agreement").

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

- a) Seller hereby warrants and represents that Seller is the lawful owner of the Shares, free and clear of all security interests, liens, encumbrances, equities and other charges (other than those that will be eliminated and discharged at closing), with sole dispositive authority with respect to the Shares and has not granted any person a proxy that has not expired or been validly withdrawn and the sale and delivery of the Shares to Purchaser pursuant to this Agreement will vest in Purchaser the legal and valid title to the Shares, free and clear of all liens, security interests, adverse claims or other encumbrances of any character whatsoever.
- b) Seller represents that it has full power and authority to enter into this Agreement.
- c) Neither the execution or delivery by the Seller of this Agreement, nor the consummation or performance by the Seller of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, any agreement or instrument to which the Seller is a party or to which the Shares are subject; or (b) contravene, conflict with, or result in a violation of, any law to which the Seller may be subject.
- d) There is no pending action, claim or proceeding against the Seller that involves the Shares or that challenges, or may have the effect of preventing, delaying or making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement and, to the knowledge of the Seller, no such action, claim or proceeding has been threatened, and no event or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such action, claim or proceeding.

Seller discloses that the Shares are subject to a lockup agreement. Seller has agreed with Carbon Sciences, Inc. (the "Company") that until two (2) years after the Company's first registration statement (the "Registration Statement") is declared effective by the SEC, the Seller will not exercise any rights to sell any unregistered shares of the Company's Common Stock as may be permitted under SEC Rule 144. The Seller has further agreed that the holding periods described in SEC Rule 144 will be deemed to begin when the Registration Statement is declared effective by the SEC, rather than when the unregistered Shares held by the Seller were bought and fully paid for.

The Company's Registration Statement was declared effective by the SEC on August 13, 2007.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

- a) Purchaser hereby warrants and represents that Purchaser will comply with the terms and conditions of the Seller's two year lockup agreement with the Company, as described in Section 3 above.
- b) Purchaser represents that it has full power and authority to enter into this Agreement.
- c) Purchaser has conducted its own due diligence with respect to the Company and that Seller has made no representations with respect to the Company, its status, or the existence or non-existence of liabilities in the Company or the Shares except as explicitly stated in this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller or Purchaser which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

6. GENERAL PROVISIONS

(a) Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

(b) Sections and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Clark County, State of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

(d) Survival of Representations and Warranties. The representations and warranties of the parties shall survive for a period of one year after the transfer of the Shares to the Purchaser.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

“SELLER”
Warp 9, Inc.

“PURCHASER”
Cumorah Capital, Inc.

By _____
Harinder Dhillon, President

By _____
William E. Beifuss, Jr., President

50 Castilian Drive, Suite 101
Goleta, CA 93117

3225 McLeod Drive, Suite 100
Las Vegas, NV 89121