

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

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 4)¹

Alzamend Neuro, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

02262M407
(CUSIP Number)

MILTON C. AULT, III
c/o AULT ALLIANCE, INC.
11411 SOUTHERN HIGHLANDS PARKWAY, SUITE 240
LAS VEGAS, NV 89141
(949) 444-5464

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

January 23, 2024
(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-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 § 240.13d-7 for other parties to whom copies are to be sent.

¹ 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	NAME OF REPORTING PERSON	
	MILTON C. AULT, III	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	AF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
		166,865 ⁽¹⁾
	8	SHARED VOTING POWER
		1,771,171 ^{(2) (3)}
	9	SOLE DISPOSITIVE POWER
		166,865 ⁽¹⁾

	10	SHARED DISPOSITIVE POWER 1,771,171 ^{(2) (3)}
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,938,036	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 29.4%	
14	TYPE OF REPORTING PERSON IN	

(1) Represents shares of Common Stock.

(2) Represents (i) 1,111 shares of Common Stock underlying currently exercisable warrants held by Ault Alliance, Inc., (ii) 996,197 shares of Common Stock held by Ault Life Sciences, Inc., (iii) 5,498 shares of Common Stock held by Ault Life Sciences Fund, LLC, and (iv) 768,365 shares of Common Stock held by Ault Lending, LLC.

(3) Excludes 222,222 shares of Common Stock underlying currently exercisable warrants held by Ault Lending, LLC due to a beneficial ownership blocker limitation provision contained therein.

1	NAME OF REPORTING PERSON WILLIAM B. HORNE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 183,332 ⁽¹⁾
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 183,332 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 183,332	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.7%	
14	TYPE OF REPORTING PERSON IN	

(1) Represents (i) 66,666 shares of Common Stock, and (ii) 116,666 shares of Common Stock underlying stock options currently exercisable or exercisable within 60 days.

1	NAME OF REPORTING PERSON HENRY C.W. NISSER	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Sweden	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 83,333 ⁽¹⁾
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 83,333 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 83,333	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.3%	
14	TYPE OF REPORTING PERSON IN	

(1) Represents 83,333 shares of Common Stock underlying stock options currently exercisable or exercisable within 60 days.

1	NAME OF REPORTING PERSON KENNETH S. CRAGUN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 100,000 ⁽¹⁾
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 100,000 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 100,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.5%	
14	TYPE OF REPORTING PERSON IN	

(1) Represents 100,000 shares of Common Stock underlying stock options currently exercisable or exercisable within 60 days.

1	NAME OF REPORTING PERSON DAVID J. KATZOFF	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S.A.	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 105,998 ⁽¹⁾
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 105,998 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 105,998	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.6%	
14	TYPE OF REPORTING PERSON IN	

(1) Represents (i) 5,400 shares of Common Stock, (ii) 600 shares of Common Stock underlying currently exercisable warrants and (iii) 99,998 shares of Common Stock underlying stock options currently exercisable or exercisable within 60 days.

1	NAME OF REPORTING PERSON AULT ALLIANCE, INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,111 ⁽¹⁾
	8	SHARED VOTING POWER 768,365 ^{(2) (3)}
	9	SOLE DISPOSITIVE POWER 1,111 ⁽¹⁾
	10	SHARED DISPOSITIVE POWER 768,365 ^{(2) (3)}
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 769,476	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.7%
14	TYPE OF REPORTING PERSON CO

- (1) Represents 1,111 shares of Common Stock underlying currently exercisable warrants.
(2) Represents 768,365 shares of Common Stock held by Ault Lending, LLC.
(3) Excludes 222,222 shares of Common Stock underlying currently exercisable warrants held by Ault Lending, LLC due to a beneficial ownership blocker limitation provision contained therein.

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1	NAME OF REPORTING PERSON AULT LIFE SCIENCES, INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 996,197
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 996,197
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 996,197	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 15.1%	
14	TYPE OF REPORTING PERSON CO	

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1	NAME OF REPORTING PERSON AULT LIFE SCIENCES FUND, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 5,498

	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 5,498
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,498	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON AULT LENDING, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 768,365 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 768,365 ⁽¹⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 768,365	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.6%	
14	TYPE OF REPORTING PERSON OO	

(1) Excludes 222,222 shares of Common Stock underlying currently exercisable warrants held by Ault Lending, LLC due to a beneficial ownership blocker limitation provision contained therein.

The following constitutes Amendment No. 4 (“**Amendment No. 4**”) to the Schedule 13D filed by the undersigned on June 25, 2021 and amended on August 4, 2021, April 28, 2022 and November 15, 2022 (the “**Schedule 13D**”). This Amendment No. 4 amends the Schedule 13D as specifically set forth herein. Except as otherwise specified in this Amendment No. 4, all items in the Schedule 13D are unchanged. All capitalized terms used in this Amendment No. 4 and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

Item 2. Identity and Background.

Item 2 of the Schedule 13D is hereby amended and restated in its entirety as follows:

(a) This statement is filed by:

- (i) Ault Alliance, Inc., a Delaware corporation (“**Ault Alliance**”), with respect to the Shares directly and beneficially owned by it and through its subsidiary Ault Lending, LLC;

- (ii) Ault Lending, LLC, a California limited liability company (“**Ault Lending**”), with respect to the Shares directly and beneficially owned by it;
- (iii) Ault Life Sciences, Inc., a Delaware corporation (“**Ault Life Sciences**”), with respect to the Shares directly and beneficially owned by it;
- (iv) Ault Life Sciences Fund, LLC a Delaware limited liability company (“**Ault Life Sciences Fund**”), with respect to the Shares directly and beneficially owned by it;
- (v) Milton C. Ault, III, Founder and Vice Chairman of the Board of Directors of the Issuer, Founder and Executive Chairman of Ault Alliance, Chief Executive Officer and Director of Ault Life Sciences and Managing Member of Ault Life Sciences Fund;
- (vi) William B. Horne, Chairman of the Board of Directors of the Issuer, Chief Executive Officer and Director of Ault Alliance and Chief Financial Officer and Director of Ault Life Sciences;
- (vii) Henry C. W. Nisser, Executive Vice President, General Counsel and Director of the Issuer, President, General Counsel and Director of Ault Alliance and President and Director of Ault Life Sciences;
- (viii) David J. Katzoff, Chief Financial Officer of the Issuer and Manager of Ault Lending; and
- (ix) Kenneth S. Cragun, Senior Vice President of Finance of the Issuer, Chief Financial Officer of Ault Alliance and Chief Accounting Officer of Ault Life Sciences.

Each of the foregoing is referred to as a “**Reporting Person**” and collectively as the “**Reporting Persons.**”

Set forth on Schedule A annexed hereto (“**Schedule A**”) is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of Ault Alliance. To the best of the Reporting Persons’ knowledge, except as otherwise set forth herein, none of the persons listed in Schedule A beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

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Set forth on Schedule B annexed hereto (“**Schedule B**”) is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of Ault Lending. To the best of the Reporting Persons’ knowledge, except as otherwise set forth herein, none of the persons listed in Schedule B beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

Set forth on Schedule C annexed hereto (“**Schedule C**”) is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of Ault Life Sciences. To the best of the Reporting Persons’ knowledge, except as otherwise set forth herein, none of the persons listed in Schedule C beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

Set forth on Schedule D annexed hereto (“**Schedule D**”) is the name and present principal occupation or employment, principal business address and citizenship of the executive officers and directors of Ault Life Sciences Fund. To the best of the Reporting Persons’ knowledge, except as otherwise set forth herein, none of the persons listed in Schedule D beneficially owns any securities of the Issuer or is a party to any contract, agreement or understanding required to be disclosed herein.

(b) The principal business address of Ault Alliance is 11411 Southern Highlands Parkway, Suite 240, Las Vegas, Nevada 89141. The principal business address of each of Ault Lending, Ault Life Sciences, Ault Life Sciences Fund and Mr. Katzoff is 940 South Coast Drive, Suite 200, Costa Mesa, CA 92626. The principal business address of Mr. Ault, Mr. Horne, and Mr. Cragun is c/o Ault Alliance, Inc., 11411 Southern Highlands Parkway, Suite 240, Las Vegas, Nevada 89141. The principal business address of Mr. Nisser is c/o Ault Alliance, Inc., 100 Park Avenue, Suite 1658, New York, NY 10017. The principal business address of the persons listed in Schedules A, B, C and D is set forth therein.

(c) Ault Alliance is a diversified holding company pursuing growth by acquiring undervalued businesses and disruptive technologies with a global impact. Through its wholly and majority-owned subsidiaries and strategic investments, Ault Alliance owns and operates a data center at which it mines Bitcoin and offers colocation and hosting services for the emerging artificial intelligence ecosystems and other industries, and provides mission-critical products that support a diverse range of industries, including metaverse platform, oil exploration, crane services, defense/aerospace, industrial, automotive, medical/biopharma, consumer electronics, hotel operations and textiles. The principal business of each of Ault Lending, Ault Life Sciences and Ault Life Sciences Fund is investing in securities. The principal occupation of Mr. Ault is serving as the Executive Chairman of Ault Alliance. The principal occupation of Mr. Horne is serving as the Chief Executive Officer of Ault Alliance. The principal occupation of Mr. Nisser is serving as the President and General Counsel of Ault Alliance. The principal occupation of Mr. Katzoff is serving as the Chief Financial Officer of the Issuer. The principal occupation of Mr. Cragun is serving as the Chief Financial Officer of Ault Alliance. The principal occupation of the persons listed in Schedules A, B, C and D is set forth therein.

(d) No Reporting Person nor any person listed in Schedules A, B, C or D has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person nor any person listed in Schedules A, B, C or D has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

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(f) Mr. Ault, Mr. Horne, Mr. Katzoff and Mr. Cragun are citizens of the United States of America. Mr. Nisser is a citizen of Sweden. The citizenship of the persons listed in Schedules A, B, C and D is set forth therein.

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

Item 3 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The securities of the Issuer purchased by each of Ault Alliance, Ault Life Sciences and Ault Life Sciences Fund were purchased with working capital. The securities of the Issuer acquired by Ault Lending were acquired with working capital, except for 62,222 shares issued for marketing and brand development services provided by Ault Alliance, its parent entity. The Shares purchased by Messrs. Ault, Horne and Katzoff were purchased with personal funds. The stock options owned by Messrs. Ault, Horne, Nisser, Cragun and Katzoff were awarded to them in their capacities as officers and/or directors of the Issuer. The aggregate purchase price of the warrants currently exercisable into 1,111 Shares owned directly by Ault Alliance is approximately \$0. The aggregate purchase price of the 996,197 Shares owned directly by Ault Life Sciences is

approximately \$7,970. The aggregate purchase price of the 5,498 Shares owned directly by Ault Life Sciences Fund is approximately \$123,707. The aggregate purchase price of the 768,365 Shares and warrants currently exercisable (subject to beneficial ownership limitations contained therein) into 222,222 Shares owned directly by Ault Lending is approximately \$24,446,080, which includes marketing and brand development services valued at \$1.4 million. The aggregate purchase price of the 166,865 Shares owned directly by Mr. Ault is \$1,185. The aggregate purchase price of the 66,666 Shares owned directly by Mr. Horne is \$400. The aggregate purchase price of the 5,400 Shares and warrants currently exercisable into 600 Shares owned directly by Mr. Katzoff is approximately \$48,326.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended and restated in its entirety as follows:

The aggregate percentage of Shares reported owned by each Reporting Person is based upon 6,602,905 Shares outstanding, which is the total number of Shares outstanding as of January 24, 2024 as reported by the Issuer to the Reporting Persons.

A. Milton C. Ault, III

- (a) As of the date hereof, Mr. Ault may be deemed to beneficially own 1,938,036 Shares, consisting of (i) 166,865 Shares held directly by him, (ii) 1,111 Shares underlying currently exercisable warrants held by Ault Alliance, (iii) 996,197 Shares held by Ault Life Sciences, (iv) 5,498 Shares held by Ault Life Sciences Fund, and (v) 768,365 Shares held by Ault Lending. This excludes 222,222 Shares underlying currently exercisable warrants held by Ault Lending due to a beneficial ownership blocker limitation provision contained therein. Mr. Ault may be deemed to beneficially own the Shares beneficially owned by Ault Alliance, Ault Life Sciences, Ault Life Sciences Fund and Ault Lending by virtue of his relationships with such entities described in Item 2.

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Percentage: 29.4%

- (b) 1. Sole power to vote or direct vote: 166,865
2. Shared power to vote or direct vote: 1,771,171
3. Sole power to dispose or direct the disposition: 166,865
4. Shared power to dispose or direct the disposition: 1,771,171
- (c) The transactions in the Shares by Mr. Ault during the past sixty days are set forth in **Schedule E** and are incorporated herein by reference.

B. William B. Horne

- (a) As of the date hereof, Mr. Horne may be deemed to beneficially own 183,332 Shares, consisting of (i) 66,666 Shares held directly by him and (ii) 116,666 Shares underlying stock options currently exercisable or exercisable within 60 days.

Percentage: 2.7%

- (b) 1. Sole power to vote or direct vote: 183,332
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 183,332
4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Horne has not entered into any transactions in the Shares during the past sixty days.

C. Henry C.W. Nisser

- (a) As of the date hereof, Mr. Nisser may be deemed to beneficially own 83,333 Shares, consisting of Shares underlying stock options currently exercisable or exercisable within 60 days.

Percentage: 1.3%

- (b) 1. Sole power to vote or direct vote: 83,333
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 83,333
4. Shared power to dispose or direct the disposition: 0
- (c) Mr. Nisser has not entered into any transactions in the Shares during the past sixty days.

D. Kenneth S. Cragun

- (a) As of the date hereof, Mr. Cragun may be deemed to beneficially own 100,000 Shares, consisting of Shares underlying stock options currently exercisable or exercisable within 60 days.

Percentage: 1.5%

- (b) 1. Sole power to vote or direct vote: 100,000
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 100,000
4. Shared power to dispose or direct the disposition: 0

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- (c) Mr. Cragun has not entered into any transactions in the Shares during the past sixty days.

E. David J. Katzoff

- (a) As of the date hereof, Mr. Katzoff may be deemed to beneficially own 105,998 Shares, consisting of (i) 5,400 Shares held directly by him, (ii) 600 Shares underlying currently exercisable warrants and (iii) 99,998 Shares underlying stock options currently exercisable or exercisable within 60 days.

Percentage: 1.6%

- (b)
1. Sole power to vote or direct vote: 105,998
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 105,998
 4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Katzoff has not entered into any transactions in the Shares during the past sixty days.

F. Ault Alliance, Inc.

- (a) As of the date hereof, Ault Alliance may be deemed to beneficially own 769,476 Shares, consisting of (i) 1,111 Shares underlying currently exercisable warrants held directly by it, and (ii) 768,365 Shares held by Ault Lending. This excludes 222,222 Shares underlying currently exercisable warrants held by Ault Lending due to a beneficial ownership blocker limitation provision contained therein. Ault Alliance may be deemed to beneficially own the Shares beneficially owned by Ault Lending by virtue of its relationship with such entity described in Item 2.

Percentage: 11.7%

- (b)
1. Sole power to vote or direct vote: 1,111
 2. Shared power to vote or direct vote: 768,365
 3. Sole power to dispose or direct the disposition: 1,111
 4. Shared power to dispose or direct the disposition: 768,365

- (c) Ault Alliance has not entered into any transactions in the Shares during the past sixty days.

G. Ault Life Sciences, Inc.

- (a) As of the date hereof, Ault Life Sciences may be deemed to beneficially own 996,197 Shares held directly by it.

Percentage: 15.1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 996,197
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 996,197

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- (c) Ault Life Sciences has not entered into any transactions in the Shares during the past sixty days.

H. Ault Life Sciences Fund, LLC

- (a) As of the date hereof, Ault Life Sciences Fund may be deemed to beneficially own 5,498 Shares held directly by it.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 5,498
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 5,498

- (c) The transactions in the Shares by Ault Life Sciences Fund during the past sixty days are set forth in **Schedule F** and are incorporated herein by reference.

I. Ault Lending, LLC

- (a) As of the date hereof, Ault Lending may be deemed to beneficially own 768,365 Shares held directly by it. This excludes 222,222 Shares underlying currently exercisable warrants held directly by it due to a beneficial ownership blocker limitation provision contained therein.

Percentage: 11.6%

- (b)
1. Sole power to vote or direct vote: 0
 2. Shared power to vote or direct vote: 768,365
 3. Sole power to dispose or direct the disposition: 0
 4. Shared power to dispose or direct the disposition: 768,365

- (c) The transactions in the Shares by Ault Life Sciences Fund during the past sixty days are set forth in **Schedule G** and are incorporated herein by reference.

The filing of this Amendment No.4 shall not be deemed an admission that the Reporting Persons are, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, the beneficial owners of any securities of the Issuer that he or it does not directly own. Each of the Reporting Persons specifically disclaims beneficial ownership of the securities reported herein that he or it does not directly own.

- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended to add the following paragraph:

In January 2024, the Issuer entered into a settlement agreement with Ault Life Sciences Fund, pursuant to which Ault Life Sciences Fund agreed to return 661,168 Shares and the ALSF Warrants to purchase 666,666 Shares to the Issuer, in full settlement of the promissory note issued and the pledge agreement to the Issuer by Ault Life Sciences Fund, as well as disputes and claims between the parties. A copy of the settlement agreement is attached as an exhibit hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

99.1 Settlement Agreement, entered into between the Issuer and Ault Life Sciences Fund

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 25, 2024

/s/ Milton C. Ault, III
MILTON C. AULT, III

AULT ALLIANCE, INC.

By: /s/ Milton C. Ault, III
Name: Milton C. Ault, III
Title: Executive Chairman

/s/ William B. Horne
WILLIAM B. HORNE

AULT LIFE SCIENCES, INC.

By: /s/ Milton C. Ault, III
Name: Milton C. Ault, III
Title: Chief Executive Officer

/s/ Henry C.W. Nisser
HENRY C.W. NISSER

AULT LIFE SCIENCES FUND, LLC

By: /s/ Milton C. Ault, III
Name: Milton C. Ault, III
Title: Managing Member

/s/ Kenneth S. Cragun
KENNETH S. CRAGUN

AULT LENDING, LLC

By: /s/ David J. Katzoff
Name: David J. Katzoff
Title: Manager

/s/ David J. Katzoff
DAVID J. KATZOFF

SCHEDULE A

Officers and Directors of Ault Alliance, Inc.

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Milton C. Ault, III Executive Chairman	Executive Chairman of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
William B. Horne Chief Executive Officer and Director	Chief Executive Officer of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
Henry C.W. Nisser President, General Counsel and Director	President and General Counsel of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 100 Park Avenue, Suite 1658 New York, NY 10017	Sweden
Kenneth S. Cragun Chief Financial Officer	Chief Financial Officer of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
Howard Ash Independent Director	Independent Consultant	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA

Jeffrey A. Bentz Independent Director	Independent Consultant	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
Robert O. Smith Independent Director	Independent Executive Consultant	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
Moti Rosenberg Independent Director	Independent Consultant	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	Israel

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SCHEDULE B

Officers and Directors of Ault Lending, LLC

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
David J. Katzoff Manager	Manager of Ault Lending, LLC	c/o Ault Lending, LLC 940 South Coast Drive, Suite 200 Costa Mesa, CA 92626	USA

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SCHEDULE C

Officers and Directors of Ault Life Sciences, Inc.

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Milton C. Ault, III Chief Executive Officer and Chairman	Executive Chairman of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
William B. Horne Chief Financial Officer and Director	Chief Executive Officer of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA
Henry C.W. Nisser President and Director	President and General Counsel of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 100 Park Avenue, Suite 1658 New York, NY 10017	Sweden
Kenneth S. Cragun Chief Accounting Officer	Chief Financial Officer of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA

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SCHEDULE D

Officers and Directors of Ault Life Sciences Fund, LLC

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Milton C. Ault, III Managing Member	Executive Chairman of Ault Alliance, Inc.	c/o Ault Alliance, Inc. 11411 Southern Highlands Parkway, Suite 240 Las Vegas, NV 89141	USA

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SCHEDULE E

Transactions in the Shares of Common Stock Within the Last Sixty Days

Milton C. Ault, III

<u>Nature of the Transaction</u>	<u>Shares of Common Stock Purchased / (Sold)</u>	<u>Price Per Share (\$)</u>	<u>Date of Transaction</u>
Purchase of Common Stock	200	0.9242	12/22/2023

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SCHEDULE F

Transactions in the Shares of Common Stock Within the Last Sixty Days

Ault Life Sciences Fund, Inc.

<u>Nature of the Transaction</u>	<u>Shares of Common Stock Purchased / (Sold)</u>	<u>Price Per Share (\$)</u>	<u>Date of Transaction</u>
Return of Shares to the Issuer, which were returned to treasury, pursuant to settlement agreement	(661,168)	N/A	01/23/2024

Transactions in the Warrants Within the Last Sixty Days

Ault Life Sciences Fund, Inc.

<u>Nature of the Transaction</u>	<u>Shares of Common Stock Purchased / (Sold)</u>	<u>Price Per Warrant (\$)</u>	<u>Date of Transaction</u>
Return and cancellation of warrants to the Issuer, pursuant to settlement agreement	(666,666)	N/A	01/23/2024

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SCHEDULE G

Transactions in the Shares of Common Stock Within the Last Sixty Days

Ault Lending, LLC

<u>Nature of the Transaction</u>	<u>Shares of Common Stock Purchased / (Sold)</u>	<u>Price Per Share (\$)</u>	<u>Date of Transaction</u>
Shares of common stock received from Ault Alpha LP in connection with liquidation of Ault Alpha LP	26,032	N/A	12/28/2023

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (the “**Settlement Agreement**”) is made and entered into as of January 19, 2024, by and between ALZAMEND NEURO, INC. (“**ALZN**”), on the one hand, and AULT LIFE SCIENCES FUND, LLC (“**ALSF**”), on the other hand. ALZN and ALSF shall each individually be referred to as a “**Party**” and collectively, as the “**Parties**.”

WHEREAS, pursuant to a Securities Purchase Agreement, entered into on or about April 30, 2019, by and between ALZN and ALSF (the “**SPA**”), ALSF purchased from ALZN (i) 666,666 shares (the “**Shares**”) of ALZN common stock, par value \$0.0001 per share (“**Common Stock**”) and (ii) a warrant (the “**Warrant**”) to purchase 333,333 shares of Common Stock; and

WHEREAS, on April 30, 2019 as payment for the Securities, ALSF issued a promissory note to ALZN in the amount of \$15 million (the “**Note**”); and

WHEREAS, on June 11, 2019, ALSF and ALZN enter issued a stock pledge agreement (the “**Pledge Agreement**”, and together with the SPA, the Warrant and the Note, the “**Transaction Documents**”), whereby ALSF pledged the Shares to ALZN as security for the repayment of the Note; and

WHEREAS, the Note matured as of December 31, 2023 and the outstanding principal amount owed by ALSF under the Note was \$14,876,293; and

WHEREAS, certain disputes arose between the Parties regarding their respective rights and obligations under the Transaction Documents; and

WHEREAS, the Parties hereto desire to settle and resolve all disputes and claims between them amicably and without the need for litigation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged, it is hereby stipulated and agreed as follows:

1. Settlement Sum. In full and final settlement of the Note and the Pledge Agreement, ALSF agrees to return and transfer title to, and ALZN agrees to accept, 661,168 Shares (the “**Settlement Shares**”) and the Warrant (collectively, the “**Settlement Sum**”).

2. Payment of the Settlement Sum.

(a) ALSF shall pay the Settlement Sum by returning to ALZN the Settlement Shares, together with stock powers executed in blank, as well as returning the Warrant marked as canceled. Upon execution of this Settlement Agreement by the Parties, ALSF hereby irrevocably and unconditionally sells, transfers, assigns and conveys to ALZN, and ALZN hereby purchases and acquires from ALSF, all right, title and interest of ALSF in and to the Settlement Sum. Within ten (10) business days after the date of this Settlement Agreement, ALSF shall deliver the Settlement Sum to ALZN.

(b) ALZN agrees that receipt of the Settlement Sum shall constitute full satisfaction of any and all outstanding amounts and/or obligations allegedly due under the Transaction Documents, such that upon receipt of the Settlement Sum, ALZN shall not be entitled to receive any further amounts under the Transaction Documents, or otherwise, and that, among other things, the Transaction Documents shall be deemed satisfied and of no further force and effect.

(c) The Parties further agree that upon receipt of the Settlement Sum, the Note and Warrant shall be deemed null and void and of no further force and effect.

3. Releases.

(a) Upon the execution of this Settlement Agreement and receipt of the Settlement Sum, in full, for good and valuable consideration, and except for the promises, covenants, warranties and agreements set forth in this Settlement Agreement, ALZN, on behalf of itself, and its predecessors, successors, assigns, officers, directors, stockholders, owners, members, managers, trustees, affiliates (including, but not limited to, parent, subsidiary and affiliated corporations and business entities), attorneys, agents, servants and employees (collectively, the “**ALZN Releasing Parties**”), hereby fully and forever release and discharge ALSF, on behalf of itself, and its predecessors, successors, assigns, officers, directors, stockholders, owners, members, managers, trustees, affiliates (including, but not limited to, parent, subsidiary and affiliated corporations and business entities), attorneys, agents, servants and employees (collectively, the “**ALSF Releasing Parties**”) from all claims, liabilities, debts, demands, causes of action, costs, expenses, attorneys fees, damages and obligations of every kind and nature, in law, in equity, or otherwise, whether now known or unknown, accrued or not accrued, asserted or unasserted, disclosed or undisclosed, that the ALZN Releasing Parties now have, may have, may have had, or ever had against the ALSF Releasing Parties, from the beginning of time to the date of this Settlement Agreement, that arise from, out of, or under, concern, are based upon, in connection with, or otherwise relating in any way to, the Released Claims or any issues alleged therein, including, but not limited to, the Transaction Documents (collectively, the “**Released Transactions**”).

(b) Upon the execution of this Settlement Agreement and delivery of the Settlement Sum, in full, for good and valuable consideration, and except for the promises, covenants, warranties and agreements set forth in this Settlement Agreement, ALSF, on behalf of itself and the ALSF Releasing Parties, hereby fully and forever releases and discharges the ALZN Settling Parties, from all claims, liabilities, debts, demands, causes of action, costs, expenses, attorneys fees, damages and obligations of every kind and nature, in law, in equity, or otherwise, whether now known or unknown, accrued or not accrued, asserted or unasserted, disclosed or undisclosed, that the ALSF Releasing Parties now have, may have, may have had, or ever had against the ALZN Releasing Parties, from the beginning of time to the date of this Settlement Agreement, that arise from, out of, or under, concern, are based upon, in connection with, or otherwise relating in any way to, the Released Claims or any issues alleged therein, including, but not limited to, the Released Transactions.

(c) In connection with the releases provided for in this Settlement Agreement, each of the Parties (for itself and the ALSF Releasing Parties or ALZN Releasing Parties, as applicable) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by California Civil Code Section 1542, together with any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. Modifications. Neither this Settlement Agreement nor any provisions hereof (including the documents annexed hereto and executed contemporaneously herewith) shall be amended, waived or modified or deemed amended, waived or modified except by a stipulation in writing, identifying each particular provision amended, waived or modified and duly subscribed and acknowledged by all parties with the same formality as this Settlement Agreement, except as expressly provided herein. No oral representation shall constitute an amendment, waiver or modification even if substantially and detrimentally relied upon.

5. Binding Effect. This Settlement Agreement and all rights, obligations, and covenants hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective employees, officers, directors, shareholders, agents, legal representatives, affiliates, partners, joint ventures, predecessors, successors, heirs, executors, administrators, legal representatives, estates and assigns.

6. No Admission of Liability. This Settlement Agreement constitutes a compromise of disputed claims, and neither the making of this Settlement Agreement nor the performance of the obligations of this Settlement Agreement, shall constitute an admission of wrongdoing or liability by any Party hereto.

7. Non-Waiver. The failure to strictly enforce any or all of the terms or provisions of this Settlement Agreement by any Party hereto shall not result in a waiver of that Party's right to strictly enforce any and all of the terms and conditions of this Settlement Agreement, and shall not operate to prevent or estop that Party from thereafter insisting upon strict performance of such terms or provisions.

8. No Presumptions. This Settlement Agreement shall be construed without regard to any presumptions against the Party causing the same to be prepared.

9. Governing Law; Forum. This Settlement Agreement shall be governed by and conformed in accordance with the laws of the State of New York, without regard to New York's conflict of law provisions. Any actions, lawsuits, or other proceedings to enforce this Settlement Agreement shall be commenced and maintained only in the Federal or State Courts sitting in the City, County and State of New York, and the Parties hereto irrevocably consent and submit to the personal jurisdiction of such Courts for the purposes of enforcing this Settlement Agreement.

10. Counterparts. This Settlement Agreement may be executed in counterparts, each of which, when all Parties have executed at least one such counterpart, shall be deemed an original, with the same force and effect as if all signatures were appended to one instrument, but all of which together shall constitute one and the same Settlement Agreement. Facsimile or .pdf signatures shall be deemed original signatures for the purposes of this Settlement Agreement.

11. Authority. Each of the persons signing this Settlement Agreement represents and warrants, on behalf of himself/herself and of the Party for whom he/she purports to sign, that he/she is duly authorized to enter into this Settlement Agreement.

12. Severability. Should any provision of this Settlement Agreement be declared or be determined by any court or tribunal to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be severed and deemed not to be part of this Settlement Agreement.

13. Representations. Each of the Parties to this Settlement Agreement acknowledge and represent that: (a) they have read the Settlement Agreement; (b) they clearly understand the Settlement Agreement and each of its terms; (c) they fully and unconditionally consent to the terms of this Settlement Agreement; (d) they fully understand the terms, covenants and conditions of this Settlement Agreement; (e) have been fully and independently advised of their respective legal rights, remedies and obligations arising out of the Released Claims and preparation of this Settlement Agreement by counsel of their own choice; (f) they have had the benefit and advice of counsel of their own selection; (g) that they have sought and obtained legal advice independently of each other; (h) that they have been duly apprised of their respective legal rights and each has had the provisions the applicable laws hereof fully explained to them, and that all the provisions hereof, as well as all questions pertaining thereto, have been fully and satisfactorily explained to them; (i) that they have given due consideration to such provisions and questions; (j) they have executed this Settlement Agreement freely, with knowledge, and without influence, force, coercion or duress of whatever nature; (k) they have not relied upon any other representations, either written or oral, express or implied, made to them by any person; (l) the consideration received by them has been actual and adequate; and (m) and that they have the authority to execute this Settlement Agreement.

14. Further Representations Concerning the Note, Settlement Shares and Warrant.

(a) ALZN hereby represents and warrants that, as of the date of this Settlement Agreement, it is the true and lawful holder and beneficial owner of the Note, which Note is free and clear of all claims, liabilities and obligations and free and clear of any and all liens, pledges, charges, mortgages, security interests, restrictions, leases, licenses, easements, liabilities, claims, encumbrances, preferences, priorities or rights of others of every kind and description. ALZN further represents and warrants that the Note is not subject to any rights of any other person to acquire the same. ALZN is not a party to any option, warrant, purchase right, or other contract or commitment that could require it to sell, transfer, or otherwise dispose of the Note (other than pursuant to this Settlement Agreement).

(b) ALSF hereby represents and warrants that, as of the date of this Settlement Agreement, it is the true and lawful holder and beneficial owner of the Settlement Shares and Warrant, which Settlement Shares and Warrant are free and clear of all claims, liabilities and obligations and free and clear of any and all liens, pledges, charges, mortgages, security interests, restrictions, leases, licenses, easements, liabilities, claims, encumbrances, preferences, priorities or rights of others of every kind and description. ALSF further represents and warrants that the Settlement Shares and Warrant are not subject to any rights of any other person to acquire the same. ALSF is not a party to any option, warrant, purchase right, or other contract or commitment that could require it to sell, transfer, or otherwise dispose of the Settlement Shares and Warrant (other than pursuant to this Settlement Agreement).

15. Entire Understanding. This Settlement Agreement contains the entire understanding of the Parties with regard to the subject matter hereof. The Parties acknowledge that there are no representations, warranties, promises or undertakings not herein set forth. The paragraph headings contained herein are for the purpose of convenience only, and shall not be deemed to reflect any intent of the Parties or be deemed to be a part of this Settlement Agreement.

16. Additional Documentation. The Parties agree to cooperate and execute any further documentation that may be required to implement the terms and the intent of this Settlement Agreement.

17. Attorneys' Fees. In the event that any legal action or proceeding is commenced or undertaken to enforce or interpret this Settlement Agreement, the prevailing Party shall be entitled to recover its, his, her, or their reasonable attorneys' fees, expert fees, costs, and expenses from the non-prevailing Party against whom enforcement is sought. Such prevailing Party shall further be entitled to a recovery of its, his, her, or their reasonable attorneys' fees, expert fees, costs, and expenses in enforcing, or on appeal from, any judgment entered in favor of the prevailing Party pursuant to this Settlement Agreement.

18. Bear Costs and Fees. Each of the Parties shall bear its, his, or her own costs, expenses and attorneys' fees in connection with the Released Claims and the negotiation of this Settlement Agreement.

19. No Other Pending Actions, Claims, Complaints. The Parties agree and represent that, to the best of the Parties' knowledge, there are no other pending legal actions, claims, or complaints against any other Party, filed by a Party, including any court, arbitration forum, governmental or administrative forum or agency, or other dispute resolution forum that are in anyway related to the Released Claims.

20. Notices. All notices and other communications to be given or delivered under, or in furtherance to, this Settlement Agreement and/or the provisions of this Settlement Agreement shall be in writing and sent by nationally recognized overnight courier service, for next day delivery, to the address of the Party to whom notice is being provided as well as by electronic mail to the Party to whom the notice is addressed, as set forth in this Paragraph 20 herein. Notice shall be deemed given on the day that such notice is delivered to the overnight courier and electronic mail sent to the Party.

If to ALZN:

Alzamend Neuro, Inc.
3480 Peachtree Road NE, Second Floor, Suite 103
Atlanta, GA 30326
Attn: Stephan Jackman
Email: sjackman@almazend.com

With a copy to:

Alzamend Neuro, Inc.
100 Park Avenue, Suite 1658
New York, NY 10017
Attn: James M. Turner, Esq.
Email: james@almazend.com

If to ALSE:

c/o Ault & Company, Inc.
11411 Southern Highlands Parkway, Suite 240
Las Vegas, NV 89141
Attn: Milton C. Ault, III
Email: todd@aultandcompany.com

With a copy to:

Ault & Company, Inc.
100 Park Avenue, Suite 1658
New York, NY 10017
Attn: Henry C.W. Nisser, Esq.
Email: henry@aultandcompany.com

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have hereunto set their respective hands and seals on this 19th day of January, 2024, and they hereby acknowledge that the provisions of this Settlement Agreement shall be binding upon their respective predecessors, successors, assigns, officers, directors, stockholders, owners, members, managers, trustees, affiliates (including, but not limited to, parent, subsidiary and affiliated corporations and business entities), attorneys, agents, servants and employees.

ALZAMEND NEURO, INC.

By: /s/ David J. Katzoff
Name: David J. Katzoff
Title: Chief Financial Officer

AULT LIFE SCIENCES FUND, LLC

By: /s/ Milton C. Ault, III
Name: Milton C. Ault, III
Title: Authorized Person of Ault Capital, LLC, the Managing Member