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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

**Washington, D.C. 20549**

**SCHEDULE 13D**

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

**eXegenics Inc.**

(Name of Issuer)

Common Stock, \$0.01 par value  
(Title of Class of Securities)

301610101  
(CUSIP Number)

Steven D. Rubin  
4400 Biscayne Boulevard  
Suite 1500  
Miami, FL 33137  
(305) 575-6015

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

February 9, 2007  
(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.

\* 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).

<b>1</b>	NAMES OF REPORTING PERSONS: The Frost Group, LLC  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 20-5811653	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS): WC	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION: Florida	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER: 0 shares
	<b>8</b>	SHARED VOTING POWER: 15,490,546 shares
	<b>9</b>	SOLE DISPOSITIVE POWER: 0 shares
	<b>10</b>	SHARED DISPOSITIVE POWER: 15,490,546 shares
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 15,490,546 shares	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 41.3%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

<b>1</b>	NAMES OF REPORTING PERSONS: Frost Gamma Investments Trust  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY): 46-0464745	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS): N/A	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e): <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION: Florida	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER: 0 shares
	<b>8</b>	SHARED VOTING POWER: 15,490,546 shares
	<b>9</b>	SOLE DISPOSITIVE POWER: 0 shares
	<b>10</b>	SHARED DISPOSITIVE POWER: 15,490,546 shares
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON: 15,490,546 shares	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS): <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 41.3%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS): OO	

<b>1</b>	NAMES OF REPORTING PERSONS:  Phillip Frost, M.D.  I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY):	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS):  (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	SEC USE ONLY:	
<b>4</b>	SOURCE OF FUNDS (SEE INSTRUCTIONS):  N/A	
<b>5</b>	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e):  <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION:  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER:  0 shares
	<b>8</b>	SHARED VOTING POWER:  15,490,546 shares
	<b>9</b>	SOLE DISPOSITIVE POWER:  0 shares
	<b>10</b>	SHARED DISPOSITIVE POWER:  15,490,546 shares
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON:  15,490,546 shares	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS):  <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):  41.3%	
<b>14</b>	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS):  IN	

**Item 1.                    Security and Issuer**

This Statement on Schedule 13D relates to the Common Stock, \$0.01 par value per share (the “Shares”), of eXegenics Inc., a Delaware corporation (the “Issuer”). The principal executive offices of the Issuer are located at 1250 Pittsford-Victor Road, Pittsford, NY 14534.

**Item 2.                    Identity and Background**

This Schedule 13D is being filed jointly on behalf of The Frost Group, LLC, a Florida limited liability company (“Frost Group”), Frost Gamma Investments Trust, a trust formed under the laws of the State of Florida (“Frost Trust”) and the controlling member of Frost Group, and Phillip Frost, M.D. (“Dr. Frost”), an individual residing in the State of Florida and the sole trustee of Frost Trust. Frost Group, Frost Trust and Dr. Frost are collectively referred to herein as the “Reporting Persons.” The principal business address of the Reporting Persons is 4400 Biscayne Blvd., Suite 1500, Miami, FL 33137.

Each of Frost Group and Frost Trust is an entity formed for the purpose of making and holding investments. The Officers of Frost Group are Dr. Frost, President and Chairman, Mr. Steven D. Rubin, Vice President and Secretary, Mr. Rao Uppaluri, Vice President and Treasurer, and Ms. Jane Hsiao, Vice President. Dr. Frost is a United States citizen whose present principal occupation is private investor.

During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person 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.

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

The aggregate purchase price for the Shares acquired by Frost Group on February 9, 2007, was \$6,863,000. The source and amount of funds or other consideration used in acquiring the Shares consists of working capital of Frost Group.

**Item 4.                    Purpose of Transaction**

On August 14, 2006, Frost Group entered into a stock purchase agreement, as amended (the “Stock Purchase Agreement”), with the Issuer whereby Frost Group agreed to purchase from the Company 15,490,546 Shares of Common Stock for an aggregate purchase price of \$6,863,000, or 44.30 cents per Share, subject to certain adjustments based on the Issuer’s stockholders’ equity on the closing of the Share sale. The foregoing description of the Stock Purchase Agreement is qualified in its entirety by reference to the Stock Purchase Agreement, a copy of which is incorporated herein as Exhibit 1.

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The closing of the Share purchase under the Purchase Agreement, which was subject to various conditions, including approval by the Company's stockholders, occurred on February 9, 2007. The Shares acquired were offered and sold in reliance upon an exemption from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") for "transactions by an issuer not involving a public offering" and Rule 506 of Regulation D of the Securities Act.

On February 9, 2007, Frost Group entered into a Voting Agreement with the Issuer pursuant to which Frost Group agreed to vote its Shares for the election of John Paganelli and Robert Baron as directors of the Issuer. The Voting Agreement continues for a period of three years. The foregoing description of the Voting Agreement is qualified in its entirety by reference to the Voting Agreement, a copy of which is filed herewith as Exhibit 2.

Frost Group acquired the Shares for investment purposes, in order to obtain a significant holding in a publicly traded company which could serve as a vehicle for acquisitions of or investments in operating companies. Upon the closing of the Stock Purchase Agreement, Robert Benou and David Lee Spencer resigned from the board of directors of Issuer. On February 9, 2007, as contemplated under the Stock Purchase Agreement, Mr. Steven D. Rubin, Ms. Jane Hsiao, and Mr. Rao Uppaluri were elected directors of Issuer. Each of Messrs. Rubin and Uppaluri and Ms. Hsiao are minority members and officers of Frost Group.

The Reporting Persons currently plan to promptly propose to the Issuer's Board of Directors one or more potential acquisition opportunities they have identified, some of which the Reporting Persons have ownership interests in or are affiliated with. The consideration to be issued in connection with any such acquisitions, if not cash, may consist of Shares of Common Stock or preferred stock of Issuer and/or derivative securities of Issuer, in which case, one or more of the Reporting Persons or their affiliates would acquire additional securities of the Issuer in the case of acquisitions of affiliated entities. Any such acquisition would result in a change in the Issuer's business and may also result in a further change in the composition of or membership on the Issuer's Board of Directors or in executive management.

Any of the Reporting Persons may acquire additional shares of Common Stock or other securities of the Company (subject to availability at prices deemed favorable) in the open market, in privately negotiated transactions or otherwise. Alternatively, each Reporting Person reserves the right to dispose or cause the disposal of some or all of the Shares in the open market, in privately negotiated transactions or otherwise, in each case subject to applicable securities laws. In addition, each Reporting Person may purchase or sell options on securities of the Company and may have a short position in such securities. The possible activities of the Reporting Persons are subject to change at any time.

Except as described in this Item 4, the Reporting Persons have no current plans or proposals which relate to or would result in any of the events enumerated in subsections (a)-(j) of Item 4.

## **Item 5.**

### **Interest in Securities of the Issuer**

Frost Group beneficially owns 15,490,546 Shares of Common Stock. The 15,490,546 Shares of Common Stock beneficially owned by Frost Group constitute 41.3% of the Issuer's outstanding Shares of Common Stock, based upon 36,531,593 Shares of Common Stock and 1,002,017 shares of Series A preferred stock outstanding as of February 9, 2007 and calculated in accordance with Rule 13d-3(d). Frost Group shares the power to vote and the power to dispose such Shares with Frost Trust and Dr. Frost.

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Frost Trust, as the controlling member of Frost Group, may be deemed to beneficially own the 15,490,546 Shares of Common Stock owned by Frost Group.

Dr. Frost, as the sole trustee or Frost Trust, which is the controlling member of Frost Group, may be deemed to beneficially own the 15,490,546 Shares of Common Stock owned by Frost Group.

Except for the Shares acquired pursuant to the Stock Purchase Agreement (as described in Item 4), no transactions in Common Stock of the Issuer were effected by any Reporting Person during the past 60 days.

Except as described herein, no other person is known by any Reporting Person to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any other Shares beneficially owned.

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

See Item 4 regarding Stock Purchase Agreement and Voting Agreement.

Except as identified herein, the Reporting Persons do not have any contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the Issuer, finder's fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, or the division of profits or losses.

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

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|-----------|---|
| Exhibit 1 | Stock Purchase Agreement, dated as of August 14, 2006, by and between the Company and the Investors named therein, and Amendment to Stock Purchase Agreement, dated as of November 30, 2006 (incorporated by reference to Annex A to the Company's Proxy Statement dated December 27, 2006) |
| Exhibit 2 | Voting Agreement, dated as of February 9, 2007, between the Issuer and Frost Group  |
| Exhibit 3 | Joint Filing Agreement, dated as of February 15, 2007, by and among the Reporting Persons   |
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After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

February 15, 2006

The Frost Group, LLC

By: /s/ Steven D. Rubin  
Name: Steven D. Rubin  
Title: Vice President

Frost Gamma Investments Trust

By: /s/ Phillip Frost, M.D.  
Name: Phillip Frost, M.D.  
Title: Sole Trustee

By: /s/ Phillip Frost, M.D.  
Phillip Frost, M.D., Individually



**VOTING AGREEMENT**

This Voting Agreement (the "Voting Agreement") is dated as of February 9, 2007 and is entered into between the undersigned Investor and eXegenics Inc., a Delaware corporation ("Company"), pursuant to, and in accordance with, the stock purchase agreement dated August 14, 2006, as amended as of November 30, 2006 (the "Stock Purchase Agreement"), among the Company and the persons identified in Exhibit A to the Stock Purchase Agreement (collectively the "Investors").

**WITNESSETH:**

WHEREAS, pursuant to the Stock Purchase Agreement the Investors acquired a total of 19,440,491 shares of eXegenics common stock, par value \$.01 per share (the "Common Stock"), the number of shares of Common Stock acquired by the undersigned Investor is set forth on the Signature Page to this Voting Agreement; and

WHEREAS, the Stock Purchase Agreement provides, among other things, that the undersigned Investor shall enter into this Voting Agreement.

NOW, THEREFORE, in consideration of the premises set forth in the Stock Purchase Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Voting Agreement — The undersigned Investor will vote its shares of Common Stock, whether owned now or hereafter acquired, in accordance with the provisions hereof on all of the following: The undersigned Investor hereby agrees (x) to be present in person or by proxy at any meeting of stockholders to elect directors of the Company for purposes of establishing a quorum and (y) to vote its shares of Common Stock for, or give its written consent to, the election of each of John A. Paganelli and Robert Baron as directors of the Company.

2. No Ownership Interest — Nothing contained in this Voting Agreement shall be deemed to vest in the Company or in the other Investors, any direct or indirect ownership or incidents of ownership of or with respect to any shares of Common Stock owned by the undersigned Investor. All rights, ownership and economic benefits of and relating to the shares of Common Stock subject to this Voting Agreement shall remain and belong to the undersigned Investor who is the record owner of such shares and neither the Company nor the other Investors shall have authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct the undersigned Investor who is the record owner of shares of Common Stock in the voting of any of its shares of Common Stock, except as otherwise expressly provided herein in Section 1 above.

3. Amendment and Modification — This Voting Agreement may not be amended, modified or supplemented without the prior written approval of such amendment, modification or supplement by the Company and the undersigned Investor; provided, in no event, shall any amendment, modification or supplement in any way alter the undersigned Investor's Voting Agreement set forth in Section 1 of this Stock Purchase Agreement.

4. Entire Agreement — This Voting Agreement evidences the entire agreement among the parties hereto with respect to the matters provided for herein. This Voting Agreement supersedes any agreements among the undersigned Investor and the Company concerning the subject matter contained herein.

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5. Severability — The parties agree that if any provision of this Voting Agreement shall under any circumstances be deemed invalid or inoperative, this Voting Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Not Binding on Director — Nothing contained in this Voting Agreement shall be deemed to direct, restrict, regulate or govern the undersigned Investor's actions or authority as a director of the Company.

7. Counterparts — This Voting Agreement may be executed in multiple counterparts, each of which will for all purposes be deemed to be an original and all of which will constitute one and the same agreement. A signature to this Voting Agreement delivered by telecopy or other electronic means will be deemed valid.

8. Governing Law — This Voting Agreement shall be governed by the internal laws of the State of New York, without regard to principles of conflict of laws.

9. Headings. The headings for the paragraphs of this Voting Agreement are inserted for convenience only and shall not constitute a part hereof or affect the meaning or interpretation of this Voting Agreement.

10. Form of Pronouns; Number; Construction. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Unless otherwise specified, references to Sections or Articles are to the Sections or Articles in this Voting Agreement. Unless the context otherwise requires, the term "including" shall mean "including, without limitation".

11. Termination/Trigger — This Voting Agreement shall terminate upon the first to occur: (i) that date which is three years from the Closing Date (as that term is defined in the Stock Purchase Agreement); or (ii) the death of, or resignation or removal of John A. Paganelli or Robert Baron as directors of the Company, but in the event the occurrence (*i.e., the death, resignation or removal*) is only as to John A. Paganelli or only as to Robert Baron, than such termination shall only be effective as to that person and shall continue with respect to the other.

12. Survival — This Voting Agreement shall be binding upon the parties hereto, and each such party's heirs, legatees, guardian and other legal representatives. This Voting Agreement shall survive the death or incapacity of the undersigned Investor or the sale or change-in-control of the undersigned Investor.

**[Signature Pages Follow]**

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**Signature Page to Voting Agreement  
Dated February 9, 2007**

IN WITNESS WHEREOF, the undersigned Investor and the Company have executed this Voting Agreement to be effective as of the date first above written.

Shares of Common Stock acquired pursuant to Stock Purchase Agreement: 15,490,546.

THE FROST GROUP, LLC

By: Frost Gamma Investments Trust, Member

By: /s/ Phillip Frost, M.D.  
Phillip Frost, M.D., Sole Trustee

By: /s/ Jane Hsiao  
Jane Hsiao, Member

By: /s/ Rao Uppaluri  
Rao Uppaluri, Member

By: /s/ Steve Rubin  
Steve Rubin, Member

EXEGENICS INC.

By: /s/ John A. Paganelli  
John A. Paganelli, Interim Chief Executive  
Officer, Secretary and Chairman of the Board

**JOINT FILING AGREEMENT**

The undersigned hereby agree that this Statement on Schedule 13D with respect to the Common Stock of eXegenics Inc. of even date herewith is, and any amendments thereto signed by each of the undersigned shall be, filed on behalf of each the undersigned pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

Dated: February 15, 2007

THE FROST GROUP, LLC

/s/ Steven D. Rubin

Steven D. Rubin, Vice President

Dated: February 15, 2007

FROST GAMMA INVESTMENTS TRUST

/s/ Phillip Frost, M.D.

Phillip Frost, M.D., Sole Trustee

/s/ Phillip Frost, M.D.

Phillip Frost, M.D., Individually