
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): January 16, 2012

MannKind Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-50865
(Commission
File Number)

13-3607736
(IRS Employer
Identification No.)

**28903 North Avenue Paine
Valencia, California**
(Address of principal executive offices)

91355
(Zip Code)

Registrant's telephone number, including area code: (661) 775-5300

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K 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 1.01 Entry into a Material Definitive Agreement.

On January 16, 2012, MannKind Corporation (the “Company”) amended the \$350.0 million Amended and Restated Promissory Note (the “Amended Note”) made by the Company in favor of The Mann Group LLC, an entity controlled by the Company’s chief executive officer and principal stockholder, Alfred E. Mann. Among other things, the amendment extends the maturity date of the Amended Note to March 31, 2013 and extends the date through which the Company can borrow under the Amended Note to June 30, 2012.

The foregoing summary is qualified in its entirety by reference to the text of the Amended Note, which is included as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated January 16, 2012 to Amended and Restated Promissory Note made by MannKind Corporation in favor of The Mann Group LLC, dated August 10, 2010.

SIGNATURE

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

MANKIND CORPORATION

By: /s/ David Thomson, Ph.D., J.D.

Name: David Thomson, Ph.D., J.D.

Title: Corporate Vice President, General Counsel
and Secretary

Dated: January 20, 2012

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated January 16, 2012 to Amended and Restated Promissory Note made by MannKind Corporation in favor of The Mann Group LLC, dated August 10, 2010.

AMENDMENT TO \$350 MILLION AMENDED AND RESTATED PROMISSORY NOTE

This AMENDMENT TO \$350 MILLION AMENDED AND RESTATED PROMISSORY NOTE (this "**Amendment**") is made as of January 16, 2012 (the "**Effective Date**"), by and between **MANNKIND CORPORATION**, a Delaware corporation ("**Borrower**"), and **THE MANN GROUP LLC** ("**Lender**"), each of which is a party to that certain Amended and Restated Promissory Note, dated August 10, 2010 (the "**Note**").

WHEREAS, Section 12 of the Note provides that any provision of the Note may be amended or waived with the written consent of Lender and Borrower; and

WHEREAS, the parties hereto desire to amend the Note as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. AMENDMENT OF SECTION 1 OF THE NOTE. The reference to "December 31, 2012" in Section 1 of the Note is hereby replaced with "March 31, 2013."

2. AMENDMENT OF SECTION 2 OF THE NOTE. The last sentence of Section 2 of the Note is hereby replaced in its entirety with the following:

"Interest shall be due and payable quarterly in arrears not later than (i) the first day of each calendar quarter for the preceding quarter, commencing on the first day of the calendar quarter following the calendar quarter in which an Advance is made, or (ii) such other time as Borrower and Lender mutually agree, in either case with interest calculated on the basis of a 365/366-day year for the actual number of days elapsed."

3. AMENDMENT OF SECTION 5 OF THE NOTE. The reference to "December 31, 2011" in the first sentence of Section 5 of the Note is hereby replaced with "June 30, 2012."

4. COUNTERPARTS; FACSIMILE. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and electronic (PDF) signatures shall be as effective as original signatures.

5. GOVERNING LAW. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. Borrower consents to in personam jurisdiction of the courts in the State of New York sitting in New York County and of the United States District Court of the Southern District of New York for any legal action or proceeding with respect to this Amendment. Borrower, by execution and delivery of this Amendment, hereby irrevocably accepts in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

6. EFFECT OF AMENDMENT. Except as specifically amended by this Amendment, all other terms and conditions of the Note shall remain in full force and effect without modification.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

BORROWER:

MANNKIND CORPORATION

By: /s/ Matthew Pfeffer

Name: Matthew Pfeffer

Title: Chief Financial Officer

LENDER:

THE MANN GROUP LLC

By: /s/ Alfred E. Mann

Name: Alfred E. Mann

Title: Managing Member

[SIGNATURE PAGE TO AMENDMENT TO AMENDED AND RESTATED PROMISSORY NOTE]