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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): August 10, 2010

MannKind Corporation

(Exact name of registrant as specified in its charter)

Delaware	**000-50865**	**13-3607736**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(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):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o 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 August 10, 2010, we entered into to a Common Stock Purchase Agreement (the "Seaside Purchase Agreement") with Seaside 88, LP ("Seaside"). The Seaside Purchase Agreement requires us to issue and sell, and Seaside to buy, up to 700,000 shares of our common stock once every 14 days, subject to the satisfaction of certain closing conditions at each closing, beginning on September 22, 2010 and ending approximately 50 weeks after the initial closing. The price of the shares that we sell to Seaside will be at an 8% discount to the volume weighted average trading price for our common stock for the ten consecutive trading days immediately preceding each closing date.

The Seaside Purchase Agreement contains certain representations and warranties and covenants which must be true and have been performed by the applicable party, or waived by the other party, at each closing. Among the various conditions that must be satisfied for a particular closing to take place is a requirement that the ten-day volume weighted average trading price for our common stock immediately prior to such closing be at least $6.50 per share. If the ten-day volume weighted average trading price for a particular closing is below $6.50 per share, then that closing will not occur. Similarly, in the event that the registration statement related to the offer and sale of shares to Seaside is not effective and in full force and effect on any closing date, then the applicable closing will not occur. Seaside also has the right not to complete a purchase of shares at a subsequent closing if it would cause Seaside's beneficial ownership of our common stock, calculated in accordance with Rule 13d-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, to exceed 10% of our outstanding common stock immediately after such subsequent closing.

If for any subsequent closing the amount of the proposed investment by Seaside at such closing is greater than two times the amount invested by Seaside at the immediately preceding closing, then Seaside shall have the option to reduce the number of shares of our common stock purchased at such closing so that the amount of the investment at such closing is an amount equal to (as near as possible) two times the amount invested by Seaside at the immediately preceding closing.

We may elect to cancel up to eight subsequent closings during the term of the Seaside Purchase Agreement in the event a material development or potential material development involving us occurs that we would be obligated to disclose in a prospectus supplement and which disclosure, in the good faith judgment of our chief executive officer, chief financial officer, general counsel or board of directors, would be premature or otherwise inadvisable. In such case, an additional subsequent closing would be added as a replacement for the cancelled subsequent closing such that the number of closings pursuant to the Seaside Purchase Agreement would remain unchanged.

We have the right, upon written notice to Seaside, to immediately terminate the Seaside Purchase Agreement.

Seaside has agreed not to engage in short sales of our common stock during the term of the Seaside Purchase Agreement and agreed that it will not sell more than 10% of the total number of share of common stock traded on any trading day.

We have agreed to indemnify and hold harmless Seaside against certain liabilities in connection with the sale of our common stock under the Seaside Purchase Agreement.

On August 10, 2010, we entered into an agreement with Omni Capital Corporation (the "Omni Agreement") to pay that firm a finder's fee in an amount equal to 1% of the aggregate value of all cash, if any, invested by Seaside under the Seaside Purchase Agreement. If we sell the maximum number of shares under the Seaside Purchase Agreement at an assumed offering price of $6.5044 per share, which is equal to 92% of $7.07, the last reported sales price of our common stock as reported on the Nasdaq Global Market on August 9, 2010, this finder's fee would amount to $1,183,800. Aside from this agreement with respect to a finder's fee, there is no material relationship between Omni Capital Corporation and us, any of our officers, directors, principal stockholders, or, to our knowledge, any affiliates or associates thereof.

On August 10, 2010, we also entered into a Common Stock Purchase Agreement (the "Mann Purchase Agreement") with The Mann Group LLC, an entity controlled by our chief executive officer and principal stockholder. Under the Mann Purchase Agreement, we are required to issue and sell, and The Mann Group is obligated to purchase, the same number of shares of our common stock that Seaside purchases at each closing under the Seaside Purchase Agreement. The price of the shares that we sell to The Mann Group under the Mann Purchase Agreement will be equal to the greater of $7.15 per share (the closing bid price of our common stock on August 10, 2010) and the closing bid price of our common stock on the trading day immediately preceding the applicable closing date. The aggregate purchase price for the shares of common stock we issue and sell to The Mann Group will be paid by cancelling an equal amount of the outstanding principal under an existing $350 million revolving loan arrangement provided by The Mann Group. At July 31, 2010, the principal amount outstanding under the loan arrangement was $252 million, and we had $98 million of available borrowings under the arrangement. To the extent that the outstanding principal amount owed under the loan arrangement is insufficient to pay the full purchase price for the shares of common stock to be acquired, The Mann Group will pay cash for the balance of the shares of common stock it is obligated to purchase under the Mann Purchase Agreement. The Mann Purchase Agreement will terminate on the day following the final closing under the Seaside Purchase Agreement or upon the termination of the Seaside Purchase Agreement, whichever is earlier.

On August 10, 2010, we also amended and restated the existing promissory note evidencing the loan arrangement with The Mann Group to extend the maturity date to December 31, 2012, to provide for the cancellation of indebtedness under the note as described above, to shorten the notice period from 180 days to 90 days (or the number of days to maturity of the note if less than 90 days) if The Mann Group requires us to prepay the note, and to eliminate our ability to reborrow under the note the amount of any indebtedness that is cancelled as described above.

The foregoing is not a complete summary of the terms of the Seaside Purchase Agreement, the Omni Agreement, the Mann Purchase Agreement and the amended and restated promissory note evidencing the loan arrangement with The Mann Group (the "Amended and Restated Promissory Note") described in this Item 1.01, and is qualified in its entirety by reference to the complete text of the Seaside Purchase Agreement, the Omni Agreement, the Mann Purchase Agreement and the Amended and Restated Promissory Note attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively.

The offering and sale of shares of our common stock to Seaside is expected to be made pursuant to our shelf registration statement on Form S-3 (File No. 333-166404), which was declared effective by the Securities and Exchange Commission on May 11, 2010. We have filed with the Securities and Exchange Commission a prospectus supplement relating to this offering pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act").

Item 3.02 Unregistered Sales of Equity Securities.

The issuance and sale of up to 18,200,000 shares of our common stock by us to The Mann Group pursuant to the Mann Purchase Agreement will not be registered under the Securities Act or any state securities laws. We have relied on the exemption from the registration requirements of the Securities Act by virtue of Section 4(2) thereof and the rules and regulations promulgated thereunder. The information relating to the issuance and sale of shares of our common stock to The Mann Group in Item 1.01 is incorporated herein by reference.

Item 8.01 Other Events.

We are filing the following information with the Securities and Exchange Commission for the purpose of updating our public disclosure.

In March 2009, we submitted a new drug application ("NDA") to the U.S. Food and Drug Administration (the "FDA") requesting approval of AFREZZA for the treatment of adults with type 1 or type 2 diabetes for the control of hyperglycemia. In March 2010, we received a Complete Response letter regarding this NDA from the FDA, seeking additional information about AFREZZA. In July 2010, the FDA accepted our Class 2 resubmission in response to the Complete Response letter and set a target action date of December 29, 2010. Our focus until then will be to work closely with the FDA as it evaluates our next-generation delivery system and the other information

that we provided in our resubmission. We will also initiate the installation and validation of equipment in our Danbury, Connecticut manufacturing facility for filling the cartridges used in our next-generation inhaler. We expect that these activities will continue into the third quarter of 2011. There can be no assurance that we will obtain approval of AFREZZA on the FDA's target date or that we will complete the installation and validation of equipment in our manufacturing facility on our anticipated timeline.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Common Stock Purchase Agreement by and between MannKind Corporation and Seaside 88, LP, dated August 10, 2010.

10.2 Letter Agreement by and between MannKind Corporation and Omni Capital Corporation, dated August 10, 2010.

10.3 Common Stock Purchase Agreement by and between MannKind Corporation and The Mann Group LLC, dated August 10, 2010.

10.4 Amended and Restated Promissory Note made by MannKind Corporation in favor of The Mann Group LLC, dated August 10, 2010.

99.1 Press Release of MannKind Corporation, dated August 11, 2010, relating to the Seaside Purchase Agreement.

99.2 Press Release of MannKind Corporation, dated August 11, 2010, relating to the Mann Purchase Agreement and the Amended and Restated Promissory Note.

Forward Looking Statements

Any statements in this Current Report on Form 8-K about our expectations, beliefs, plans, objectives, assumptions or future events or performance, including with respect to our offerings of common stock to Seaside and The Mann Group, the anticipated closings related to the offerings, potential aggregate reduction in indebtedness, the installation and validation of equipment in our facilities and our readiness to launch AFREZZA pending regulatory approval, are not historical facts and are forward-looking statements. These statements are often, but not always, made through the use of words or phrases such as believe, will, expect, anticipate, estimate, intend, plan and would. Forward-looking statements are not guarantees of performance. They involve known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance or achievements to differ materially from those expressed or implied. Some of these risks, uncertainties and assumptions include, but are not limited to risks related to whether Seaside and The Mann Group will be unable or unwilling to satisfy their obligations under the Seaside Purchase Agreement and the Mann Purchase Agreement, respectively, whether the conditions applicable to any sale of shares of our common stock pursuant to either common stock purchase agreement will be satisfied, the possibility that either common stock purchase agreement may be terminated prior to the completion of the various closings contemplated thereunder, the progress, timing and results of clinical trials, difficulties or delays in seeking or obtaining regulatory approval, the manufacture of AFREZZA, competition from other pharmaceutical or biotechnology companies, our ability to enter into any collaborations or strategic partnerships, intellectual property matters and stock price volatility. The foregoing list sets forth some, but not all, of the factors that could affect our ability to achieve results described in any forward-looking statements. For additional information about risks and uncertainties we face and a discussion of our financial statements and footnotes, see documents we file with the Securities and Exchange Commission, including our most recent annual report on Form 10-K and quarterly report on Form 10-Q and all subsequent periodic reports. We assume no obligation and expressly disclaim any duty to update forward-looking statements to reflect events or circumstances after the date of this Current Report on Form 8-K or to reflect the occurrence of subsequent events.

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SIGNATURE

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

MANNKIND CORPORATION

By: /s/ David Thomson
Name: David Thomson, Ph.D., J.D.
Title: Corporate Vice President,
General Counsel and Secretary

Dated: August 11, 2010

Exhibit 10.1

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this "Agreement") is dated as of August 10, 2010, by and between MannKind Corporation, a Delaware corporation (the "Company"), and Seaside 88, LP, a Florida limited partnership (such investor, including its successors and assigns, "Seaside").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to Seaside, and Seaside desires to purchase from the Company, up to 18,200,000 shares of Common Stock (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner) on the Closing Dates;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and Seaside agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings indicated in this Section 1.1:

"10-Day VWAP" shall be an amount equal to the volume weighted average of actual trading prices measured in hundredths of cents of the Common Stock on the Trading Market for the ten consecutive Trading Days immediately prior to a Closing Date, as reported by Bloomberg Financial Markets.

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 144.

"Closing" means the Initial Closing and each Subsequent Closing.

"Closing Dates" means the Initial Closing Date and each Subsequent Closing Date.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value $0.01 per share, and any securities into which such common stock may hereafter be reclassified.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including without limitation, any debt, preferred stock, rights, option, warrant or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company Counsel" means Cooley LLP, or other counsel (including in-house counsel of the Company) reasonably acceptable to Seaside.

"Disclosure Schedules" means the disclosure schedules of the Company delivered concurrently herewith, as updated by the Company from time to time.

"Dollar Limit" shall have the meaning ascribed to such term in Section 2.6(b).

"DTC" means the Depository Trust Company.

"DWAC" means DTC's Deposit Withdrawal Agent Commission system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Floor" shall mean $6.50 (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner).

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Initial Closing" means the closing of the purchase and sale of the Common Stock pursuant to Section 2.1.

"Initial Closing Date" means September 22, 2010 or such later date when the Transaction Document and other documents required to be executed and delivered in connection with the Initial Closing pursuant this Agreement have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) Seaside's obligations to purchase the Shares and (ii) the Company's obligations to issue and deliver the Shares have been satisfied or waived.

"Intellectual Property" shall have the meaning ascribed to such term in Section 3.1(q).

"Lien" means a lien, charge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Material Adverse Effect" means any condition, event, change or effect that would reasonably be expected to have a material adverse effect on (i) the legality, validity or enforceability of any Transaction Document, (ii) the results of operations, assets, business or financial condition of the Company and its Subsidiaries, taken as a whole, or (iii) the Company's ability to perform in any material respect on a timely basis its obligations under the Transaction Document, but shall not mean or include any condition, event, change or effect which (1) is or results from events or occurrences relating to the economy in general (including arising from terrorist attacks, acts of war or the outbreak of war or international hostilities, or any escalation or material worsening thereof, civil unrest, sabotage or military actions, whether in the United States or elsewhere) or the Company's industry in general and not specifically relating to the Company or having a disproportionate impact on the Company, (2) results from the announcement of this

Agreement or the transactions contemplated hereby, or (3) is or results from any breach of any representation, warranty, covenant or agreement contained in this Agreement by Seaside.

"Per Share Purchase Price" shall be the 10-Day VWAP multiplied by 0.92.

"Permits" shall have the meaning ascribed to such term in Section 3.1(r).

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus Supplement" means the supplement or supplements to the base prospectus contained in the Registration Statement to be filed in connection with the sale to Seaside, or the resale by Seaside, of the Shares.

"Registration Statement" means the registration statement of the Company, Commission File No. 333-166404, as the same may be amended from time to time, including any related Rule 462(b) registration statement or amendment thereto, covering the sale to Seaside, or the resale by Seaside, of the Shares.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"Seaside Party" shall have the meaning ascribed to such term in Section 4.6.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means the shares of Common Stock issued or issuable to Seaside pursuant to this Agreement.

"Short Sales" shall include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO of the Exchange Act and all types of forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis).

"Subsequent Closing" means each closing of the purchase and sale of the Common Stock pursuant to Section 2.2.

"Subsequent Closing Date" means every 14th day (or, if such day is not a Trading Day, then the first day thereafter that is a Trading Day) commencing 14 days after the Initial Closing Date and ending on or about the date that is approximately 50 weeks subsequent to the Initial Closing Date, or such later dates when all conditions precedent to (i) Seaside's obligations to purchase the Shares and (ii) the Company's obligations to issue and deliver the Shares have been satisfied or waived, in each event with respect to such Subsequent Closing, unless this Agreement is earlier terminated pursuant to the terms hereof.

"Subsidiary" shall have the meaning ascribed to such term in Section 3.1(a).

"Trading Day" means a day on which the Common Stock is traded on a Trading Market.

"Trading Market" means whichever of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the New York Stock Exchange, the NYSE Alternext Exchange, the NYSE AMEX, the Nasdaq Capital Market, the Nasdaq Global Market or the Nasdaq Global Select Market.

"Transaction Document" means this Agreement.

ARTICLE II
PURCHASE AND SALE

2.1 Initial Closing. On the Initial Closing Date, Seaside shall purchase from the Company, and the Company shall issue and sell to Seaside, 700,000 Shares at the Per Share Purchase Price. Upon satisfaction or waiver of the conditions set forth in Sections 2.3, 2.4, 2.5 and 2.6, the Initial Closing shall occur on the Initial Closing Date at the offices of White White & Van Etten PC, 55 Cambridge Parkway, Cambridge, MA 02142, or such other location as the parties shall mutually agree.

2.2 Subsequent Closings. On each Subsequent Closing Date, subject to Section 2.6, Seaside shall purchase from the Company, and the Company shall issue and sell to Seaside, 700,000 Shares (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner) at the Per Share Purchase Price. Upon satisfaction or waiver of the conditions set forth in Sections 2.3, 2.4, 2.5 and 2.6, each Subsequent Closing shall occur on the Subsequent Closing Date at the offices of White White & Van Etten PC, 55 Cambridge Parkway, Cambridge, MA 02142, or such other location as the parties shall mutually agree.

2.3 Deliveries by the Company. On each Closing Date, the Company shall deliver or cause to be delivered to Seaside the following:

(a) subject to Section 2.6(b), 700,000 Shares (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner), registered in the name of Seaside, via the DTC DWAC system, as specified on the signature pages hereto;

(b) an officer's certificate of the Company's Chief Executive Officer or Chief Financial Officer in substantially the form of Exhibit A attached hereto; and

(c) solely on the Initial Closing Date, a legal opinion of Company Counsel, in substantially the form of Exhibit B attached hereto.

2.4 Deliveries by Seaside. On each Closing Date, Seaside shall deliver or cause to be delivered to the Company an amount equal to the Per Share Purchase Price for each such Closing multiplied by 700,000 (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner), subject to Section 2.6(b), in each case by wire transfer of immediately available funds to the account as specified in writing by the Company, and in each case less the amount due Seaside for reimbursement of its expenses pursuant to Section 5.2 hereof.

2.5 Closing Conditions.

(a) The obligations of the Company hereunder in connection with each Closing are subject to the satisfaction by Seaside, or waiver by the Company, of the following conditions:

(i) the accuracy on the Closing Date of the representations and warranties of Seaside contained herein;

(ii) all obligations, covenants and agreements of Seaside required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by Seaside of the items set forth in Section 2.4 of this Agreement;

(iv) with respect to any Subsequent Closing, the 10-Day VWAP shall equal or exceed the Floor, as set forth in Section 2.6(a) of this Agreement; and

(v) the Registration Statement shall have been declared effective by the Commission and shall be in full force and effect.

(b) The obligations of Seaside hereunder in connection with each Closing are subject to the satisfaction by the Company, or waiver by Seaside, of the following conditions:

(i) the accuracy on the Closing Date of the representations and warranties of the Company contained herein (as qualified and limited by the Disclosure Schedules, as updated through such Closing Date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed, and all Required Approvals shall have been obtained;

(iii) the delivery by the Company of the items set forth in Section 2.3 of this Agreement;

(iv) with respect to any Subsequent Closing, the 10-Day VWAP shall equal or exceed the Floor, as set forth in Section 2.6(a) of this Agreement;

(v) there shall have been no Material Adverse Effect with respect to the Company since the date hereof that has not been cured by the Company;

(vi) the Registration Statement shall have been declared effective by the Commission and shall be in full force and effect;

(vii) the purchase of Shares at a Subsequent Closing from the Company shall not cause Seaside's beneficial ownership of the Common Stock, calculated in accordance with Rule 13d-3 promulgated by the Commission, to exceed 10% of the Company's outstanding common stock immediately after such Subsequent Closing; and

(viii) from the date hereof to each Closing Date, trading in the Common Stock shall not have been suspended by the Commission and trading in securities generally as reported by Bloomberg Financial Markets shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of Seaside, makes it impracticable or inadvisable to purchase the Shares at the Closing.

2.6 The Floor; Dollar Limit on Purchases.

(a) In the event that the 10-Day VWAP does not equal or exceed the Floor, as calculated with respect to any Closing Date, then such Closing will not occur. In each such event, there will be one fewer Closing pursuant to this Agreement and the aggregate number of Shares to be purchased hereunder shall be reduced by 700,000 Shares (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner) for each such Closing that does not occur because the Floor has not been reached.

(b) If for any Subsequent Closing the amount of the proposed investment by Seaside at such Closing is greater than two times the amount invested by Seaside at the immediately preceding Closing (the "Dollar Limit"), then Seaside shall have the option to reduce the number of Shares purchased at such Subsequent Closing such that the amount of the investment at such Closing is an amount equal to (as near as possible) the Dollar Limit.

(c) In the event that the Registration Statement is not effective and in full force and effect with respect to any Closing Date, then such Closing will not occur. In each such event, there will be one fewer Closing pursuant to this Agreement and the aggregate number of Shares to be purchased hereunder shall be reduced by 700,000 Shares (as the same may be proportionately adjusted in respect of any stock split, stock dividend, combination, recapitalization or the like with respect to the Common Stock, all such adjustments to be made in a commercially reasonable manner) for each such Closing that does not occur because the Registration Statement is not effective and in full force and effect on the applicable Closing Date.

(d) In the event that the Company furnishes to Seaside a certificate signed by the Chief Executive Officer or Chief Financial Officer of the Company stating that a material development or potential material development involving the Company has occurred which the Company would be obligated to disclose in the Prospectus Supplement, which disclosure would, in the good faith judgment of the Chief Executive Officer, Chief Financial Officer, General Counsel or the Board of Directors of the Company, be premature or otherwise inadvisable at such time, then such Subsequent Closing will not occur; provided, however, that the Company will not be permitted to cancel a Subsequent Closing pursuant to this Section 2.6(d) more than eight times during the term of this Agreement. In the event that a Subsequent Closing is cancelled pursuant to this Section 2.6(d), then an additional Subsequent Closing will be added to the end of the schedule set forth in the definition of Subsequent Closing Date as a replacement for the cancelled Subsequent Closing such that the number of Closings pursuant to this Agreement will remain unchanged as a consequence of the delivery of a certificate pursuant to this Section 2.6(d).

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth under the corresponding section of the Disclosure Schedules, which Disclosure Schedules may be updated before any Closing and shall be deemed a part hereof, the Company hereby makes the representations and warranties set forth below to Seaside as of the date hereof and as of each Closing Date (provided that representations and warranties that speak as of a specific date shall continue to be true and correct as of such Closing with respect to such date):

(a) Subsidiaries. All of the significant subsidiaries (as that term is defined in Rule 1-02 of Regulation S-X promulgated by the Commission) of the Company are listed in the Company's most recent Annual Report on Form 10-K as modified by any subsequent SEC Reports filed with the SEC (each a "Subsidiary"). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities. If the Company has no subsidiaries, then references in the Transaction Document to the Subsidiaries will be disregarded.

(b) Organization and Qualification. Each of the Company and the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not reasonably be expected to result in a Material Adverse Effect and, to the knowledge of the Company, no Proceeding has been instituted in any such jurisdiction revoking,

limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by the Transaction Document and otherwise to carry out its obligations thereunder. The execution and delivery of the Transaction Document by the Company and the consummation by it of the transactions contemplated thereby have been duly authorized by all necessary action on the part of the Company and its stockholders, and no further action is required by the Company or its stockholders in connection therewith other than in connection with the Required Approvals. The Transaction Document has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance of the Transaction Document by the Company, the issuance and sale of the Shares at each Closing and the consummation by the Company of the other transactions contemplated thereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, violate or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary pursuant to, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement (written or oral), credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of (x) any law, rule or regulation to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected, or (y) any order, judgment, injunction, decree or other restriction of any court or governmental authority that names the Company or a Subsidiary or to or by which, to the Company's knowledge, the Company or a Subsidiary or any property or asset thereof is bound or affected, except in the case of each of clauses (ii) and (iii), such as would not reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization, approval or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, the Trading Market or other Person (including its stockholders) in connection with the execution, delivery and performance by the Company of the Transaction Document, other than (i) the filing of the Prospectus Supplement and (ii) any notice filings or SEC Reports as are required to be made

following each Closing Date under applicable federal and state securities laws or under applicable rules and regulations of the Trading Market (collectively, the "Required Approvals").

(f) Issuance of the Shares. The Shares are duly authorized and, when issued and paid for in accordance with the Transaction Document, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement. The issuance by the Company to Seaside or the resale by Seaside of the Shares has been registered under the Securities Act and all of the Shares when delivered will be freely transferable and tradable on the Trading Market by Seaside without restriction (other than any restrictions arising solely from the status, acts or omissions of Seaside). The Registration Statement is effective and available for the issuance or the resale by Seaside of the Shares thereunder and the Company has not received any notice that the Commission has issued or intends to issue a stop-order with respect to the Registration Statement or that the Commission otherwise has suspended or withdrawn the effectiveness of the Registration Statement, either temporarily or permanently, or intends or has threatened in writing to do so. The "Plan of Distribution" section under the Registration Statement as supplemented by the Prospectus Supplement permits the issuance and sale, or the resale by Seaside, of the Shares hereunder.

(g) Capitalization. The capitalization of the Company is as set forth in the Registration Statement as of the dates set forth therein. The Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plan, the issuance of shares of Common Stock to consultants pursuant to written consulting agreements and to vendors in payment for goods and services and the issuance of shares of Common Stock pursuant to the vesting, conversion or exercise of outstanding Common Stock Equivalents, and as otherwise set forth in the Disclosure Schedules. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Document. Except as disclosed in the SEC Reports or Section 3.1(g) of the Disclosure Schedules, there are no outstanding options, warrants, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. Except as disclosed in the SEC Reports or Section 3.1(g) of the Disclosure Schedules, the issue and sale of the Shares will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than Seaside) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under such securities. All of the outstanding shares of capital stock of the Company are validly issued, fully paid and nonassessable, have been issued in material compliance with all federal and state securities laws and requirements of the Trading Market, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder or the Board of Directors of the Company is required for the issuance and sale of the Shares, other than the Required Approvals. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the

Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. The Company has filed or furnished all reports, schedules, forms, statements and other documents required to be filed or furnished by it under the Securities Act and the Exchange Act (including all required exhibits thereto), including pursuant to Section 13(a) or 15(d) thereof (the foregoing materials, as the same may be amended, and including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") for the 12 months preceding the date hereof (or such shorter period as the Company was required by law to file such material) and any notices, reports or other filings pursuant to applicable requirements of the Trading Market on a timely basis or has received a valid extension of such time of filing, and has filed any such SEC Reports and notices, reports or other filings pursuant to applicable requirements of the Trading Market prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the Commission promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements (i) have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and (ii) fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments.

(i) Material Changes. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in the SEC Reports, (i) there has been no event, occurrence or development that has had or that would reasonably be expected to result in a Material Adverse Effect, except as has been reasonably cured by the Company, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables, accrued expenses and other liabilities incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or required to be disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting except as otherwise required pursuant to GAAP, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock (other than in connection with repurchases of unvested stock issued to employees of the Company) and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option and incentive plans or awards.

(j) Litigation. Except as disclosed in the SEC Reports, there is no Proceeding pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties, or to the Company's knowledge any of their respective officers or directors (in any such officer's or director's capacity as such) before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) which (i) adversely affects or challenges the legality, validity or enforceability of the Transaction Document or the Shares or (ii) would, if there were an unfavorable decision, ruling or finding, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company nor any Subsidiary, nor, to the knowledge of the Company, any director or officer thereof (in his or her capacity as such), is or has been the subject of any Proceeding involving a claim or violation of, or liability under, any federal or state securities laws or a claim of breach of fiduciary duty. There has not been and, to the knowledge of the Company, there is not currently pending or contemplated, any investigation by the Commission involving the Company or any Subsidiary or any current or former director or officer of the Company or any Subsidiary (in his or her capacity as such). The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act and, to the Company's knowledge, no proceeding for such purpose is pending before or threatened by the Commission.

(k) Compliance. Neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would reasonably be expected to result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body naming the Company or a Subsidiary or of which the Company has knowledge, or (iii) is in violation of any statute, rule or regulation of any governmental authority or the Trading Market, including without limitation all foreign, federal, state and local laws applicable to its business, except in each case as would not reasonably be expected to have a Material Adverse Effect.

(l) Listing and Maintenance Requirements. The Company's Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the 12 months preceding the date hereof or any Closing Date, received notice from any Trading Market on which the Common Stock is or has been listed or quoted (as applicable) to the effect that the Company is not in compliance with the listing or quotation (as applicable) and maintenance requirements of such Trading Market. The Company is, and immediately after the consummation of the transactions contemplated hereby will be, in compliance with all such listing or quotation (as applicable) and maintenance requirements.

(m) Application of Takeover Protections. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights

agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) and the laws of its state of incorporation that is or could become applicable to Seaside as a result of Seaside and the Company fulfilling their obligations or exercising their rights under the Transaction Document, including without limitation the Company's issuance of the Shares and Seaside's ownership of the Shares.

(n) Effective Registration Statement. The Registration Statement has been declared effective by the Commission and remains effective as of the date hereof and the Company knows of no reason why the Registration Statement will not continue to remain effective for the foreseeable future. The Company is eligible to use Form S-3 registration statements for the issuance of securities.

(o) Acknowledgment Regarding Seaside's Purchase of Shares. The Company acknowledges and agrees that Seaside is acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby and thereby. The Company further acknowledges that Seaside is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and thereby and any advice given by Seaside or any of its representatives or agents in connection with this Agreement and the transactions contemplated hereby and thereby is merely incidental to Seaside's purchase of the Shares. The Company further represents to Seaside that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby and thereby by the Company and its representatives.

(p) Approvals. The issuance and listing or quotation (as applicable) on the Trading Market of the Shares requires no further approvals, including but not limited to, the approval of stockholders.

(q) Intellectual Property. The Company possesses such right, title and interest in and to, or possesses legal rights to use, all such patents, patent rights, trade secrets, inventions, know-how, trademarks, trade names, copyrights, service marks and other proprietary rights ("Intellectual Property") as are material to the conduct of the Company's business except Intellectual Property the failure of which to possess would not reasonably be expected to have a Material Adverse Effect. Except as disclosed in the SEC Reports, the Company has not received any notice of infringement, misappropriation or conflict from any third party as to Intellectual Property owned by or exclusively licensed to the Company that has not been resolved or disposed of, which infringement, misappropriation or conflict would, if the subject of an unfavorable decision, ruling or finding, reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, it has not infringed, misappropriated, or otherwise conflicted with the valid Intellectual Property of any third parties, which infringement, misappropriation or conflict would, if the subject of an unfavorable decision, ruling or finding, reasonably be expected to have a Material Adverse Effect.

(r) Permits. The Company has made all filings, applications and submissions required by, and possesses all approvals, licenses, certificates, certifications, clearances, consents, exemptions, marks, notifications, orders, permits and other authorizations issued by, the appropriate federal, state or foreign regulatory authorities necessary to own or lease its properties

and to conduct its businesses (collectively, "Permits"), except for such Permits the failure of which to possess or obtain would not reasonably be expected to have a Material Adverse Effect. The Company has not received any written notice of proceedings relating to the limitation, revocation, cancellation, suspension, modification or non-renewal of any such Permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect, and has no reason to believe that any such Permit will not be renewed in the ordinary course.

(s) Disclosure. The Company confirms that neither the Company nor any officer, director or employee of the Company acting on its behalf (as such term is used in Regulation FD) has provided Seaside or its agents or counsel with any information that constitutes or might reasonably be expected to constitute material, non-public information except insofar as the existence and terms of the proposed transactions hereunder may constitute such information. The Company understands and confirms that Seaside will rely on the foregoing representations and covenants in effecting transactions in securities of the Company. None of the representations and warranties of the Company contained herein, nor any statement made by the Company in any disclosure, schedule, exhibit, certificate or other document furnished or to be furnished to Seaside in connection herewith, contains or will contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3.2 Representations and Warranties of Seaside. Seaside hereby makes the representations and warranties set forth below to the Company as of the date hereof and as of each Closing Date (provided that representations and warranties that speak as of a specific date shall continue to be true and correct as of such Closing with respect to such date):

(a) Organization; Authority. Seaside is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Florida, with full right, power and authority to own and use its properties and assets and to carry on its business as currently conducted and to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder and thereunder. The execution, delivery and performance by Seaside of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of Seaside and no such further action is required. The Transaction Document has been (or upon delivery will have been) duly executed by Seaside, and, when delivered by Seaside in accordance with the terms thereof, will constitute the valid and legally binding obligation of Seaside, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Experience of Seaside. Seaside, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. Seaside has access to sufficient capital to fund its anticipated obligations set forth in Sections 2.1 and 2.2. Seaside is

able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment.

(c) Short Sales. Seaside has not directly or indirectly executed any Short Sales or other hedging transactions in the securities of the Company.

(d) No Brokers or Finders. Except for Omni Capital Corporation, whose fees will be paid by the Company, no agent, broker, investment banker or other firm is or will be entitled to any broker's or finder's fee or any commission or similar fee from Seaside in connection with any of the transactions contemplated by this Agreement.

(e) Limited Ownership. The purchase by Seaside of the Shares issuable to it at the Closings will not result in Seaside (individually or together with any other Person with whom Seaside has identified, or will have identified, itself as part of a "group" in a public filing made with the Commission involving the Company's securities) acquiring, or obtaining the right to acquire, in excess of 19.9% of the outstanding shares of Common Stock or the voting power of the Company on a post-transaction basis that assumes that all Closings contemplated by this Agreement shall have occurred.

(f) Investment Intent. Based on its past experience in transactions similar to the transaction contemplated by this Agreement and its intentions with respect to the Shares that are issuable to it under this Agreement, Seaside does not believe it is an underwriter.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 No Transfer Restrictions. Certificates evidencing the Shares shall not contain any legend restricting their transferability by Seaside. The Company shall cause its counsel to issue a legal opinion to the Company's transfer agent if required by the Company's transfer agent to effect a transfer of any of the Shares; such opinion shall be provided by the Company's counsel at no expense to Seaside.

4.2 Securities Laws Disclosure; Publicity. The Company shall, by 9:00 a.m. Eastern time on the Trading Day following the date hereof, file a Current Report on Form 8-K which attaches as an exhibit this Agreement, in a form reasonably acceptable to Seaside and its counsel, if Seaside is readily available to review such Form 8-K in a timely manner, disclosing the material terms of the transactions contemplated hereby.

4.3 Shareholders Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person that Seaside is an "Acquiring Person" or similar designation under any shareholders rights plan or similar plan or arrangement in effect or hereafter adopted by the Company, or that Seaside could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under the Transaction Document or under any other agreement between the Company and Seaside.

4.4 Investment Company Status. The Company shall conduct its business in a manner so that it will not become subject to the Investment Company Act of 1940, as amended.

4.5 Non-Public Information. The Company covenants and agrees that neither it nor any other Person acting on its behalf will provide Seaside or its agents or counsel with any information that the Company believes constitutes material non-public information. The Company understands and confirms that Seaside shall be relying on the foregoing representations in effecting transactions in securities of the Company. Seaside covenants and agrees that it shall not, and shall cause its counsel not to, knowingly request from the Company or any person acting on the Company's behalf any material non-public information (other than any such information disclosed prior to the date of this Agreement).

4.6 Indemnification of Seaside. Subject to the provisions of this Section 4.6, the Company will indemnify and hold Seaside and its respective directors, officers, stockholders, partners, members, employees, agents and Affiliates (each, a "Seaside Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and actual and reasonable attorneys' fees and costs of investigation reasonably incurred in connection with defending or investigating any suit or action in respect thereof to which any Seaside Party is or reasonably believes it may become a party under the Securities Act, the Exchange Act or any other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, liabilities, obligations, claims, demands, contingencies, damages, costs and expenses arise out of or are based on (a) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any Prospectus Supplement, or (b) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, provided that the Company will not be liable in any such case to the extent that any such liability, obligation, claim, demand, contingency, damage, cost or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by and regarding Seaside expressly for inclusion therein. If any action shall be brought against any Seaside Party in respect of which indemnity may be sought pursuant to this Agreement, such Seaside Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing. Any Seaside Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Seaside Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Company and the position of such Seaside Party such that common representation would be unethical or ineffective. The Company will not be liable to any Seaside Party under this Agreement (x) for any settlement by a Seaside Party effected without the Company's prior written consent, which consent shall not be unreasonably withheld or delayed; or (y) to the extent, but only to the extent, that a loss, liability, obligation, claim, demand, damage, cost or expense is attributable to any Seaside Party's breach of any of the representations, warranties, covenants or agreements made by Seaside in this Agreement.

4.7 Listing or Quotation of Common Stock. The Company hereby agrees to use its best efforts to maintain the listing or quotation (as applicable) of the Common Stock on its current Trading Market and all other Trading Markets on which such Common Stock may hereafter be

listed or quoted (as applicable), and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of such Trading Market(s), provided that best efforts shall not require the expenditure of time or money that is unreasonable in light of the likelihood of success of the efforts. The Company further agrees that, if the Company applies to have the Common Stock traded on any Trading Market other than its current Trading Market, it will include in such application all of the Shares and will take such other action as is reasonably necessary to cause all of the Shares to be listed on such other Trading Market.

4.8 Stockholder Approval. The Company shall not issue shares of Common Stock or Common Stock Equivalents, if such issuance would require stockholder approval pursuant to applicable rules of the Trading Market, unless and until such stockholder approval is obtained.

4.9 Short Sales; Limits on Trading. Seaside covenants that neither it nor any Person acting on its behalf or pursuant to any understanding with it will (a) execute any Short Sales in the securities of the Company from the date hereof until the final Subsequent Closing contemplated hereby, or (b) sell a quantity of Shares that exceeds 10% of the total number of shares of Common Stock traded on any Trading Day.

4.10 Prospectus Supplement. The Company will use its best efforts to file the Prospectus Supplement in accordance with the requirements of Rule 424 promulgated under the Securities Act on or before the Initial Closing Date and, if required, before each Subsequent Closing Date.

ARTICLE V
MISCELLANEOUS

5.1 Termination. This Agreement may be terminated by the Company, immediately upon written notice to Seaside; provided, however, that no such termination pursuant to this Section 5.1 will affect the right of any party to sue for any breach by the other party (or parties).

5.2 Fees and Expenses. Except as otherwise set forth in this Agreement and as set forth in this Section 5.2 below, each party shall pay the fees and expenses of its own advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all stamp and other taxes and duties levied in connection with the delivery of the Shares. Notwithstanding the foregoing, at the Initial Closing the Company shall reimburse Seaside for the fees and expenses of its counsel, White White & Van Etten PC, in an amount equal to $25,000 and at each Subsequent Closing the Company shall reimburse Seaside for the fees and expenses of its counsel, White White & Van Etten PC, in an amount equal to $2,500. Such legal fees may be withheld by Seaside from the amount to be paid for the Shares purchased at the Initial Closing and any Subsequent Closing.

5.3 Entire Agreement. The Transaction Document, together with the exhibits and schedules thereto (including the Disclosure Schedules), contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via electronic mail or facsimile at the electronic mail address or facsimile number set forth on the signature pages attached hereto prior to 5:30 p.m. (Eastern time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via electronic mail or facsimile at the electronic mail address or facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (Eastern time) on any Trading Day, (c) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto or as otherwise provided in writing from time to time by the addressee to the other party.

5.5 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and Seaside or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

5.6 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of other party; provided that Seaside may assign its rights and obligations under this Agreement to an affiliate of Seaside without obtaining the Company's prior written consent so long as the assignee shall agree in writing to be bound by such obligations and provided that Seaside shall in any event remain liable for the obligations of any such assignee under this Agreement.

5.8 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.6.

5.9 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Document shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. The parties hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Document, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its

reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10 Survival. The representations and warranties herein shall survive the Closings and delivery of the Shares for the applicable statute of limitations.

5.11 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or email transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or email signature page were an original thereof.

5.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

5.13 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Document, whenever one party exercises a right, election, demand or option under the Transaction Document and the other party does not timely perform its related obligations within the periods therein provided, then the exercising party may rescind or withdraw, in its sole discretion from time to time upon written notice to the other party, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

5.14 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, Seaside and the Company will be entitled to specific performance under the Transaction Document. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of the obligations set forth herein and hereby agree to waive in any such action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.15 Payment Set Aside. To the extent that either party hereto makes a payment or payments to the other party hereto pursuant to the Transaction Document or enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the other party, a trustee, receiver or any other person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.16 Construction. The parties agree that each of them and/or their respective counsel has reviewed and had an opportunity to revise the Transaction Document and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Document or any amendments hereto.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Common Stock Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MannKind Corporation

By: /s/ Hakan S. Edstrom
Name: Hakan S. Edstrom
Title: President and Chief Operating Officer

Address for Notice:

28903 North Avenue Paine
Valencia, CA 91355
Attention: David Thomson, Esq.
Fax: 661-775-5350
Email: dthomson@mannkindcorp.com

With a copy (which shall not constitute notice) to:

Cooley LLP
4401 Eastgate Mall
San Diego, CA 92121-1909
Attention: D. Bradley Peck, Esq.
Fax: 858-550-6420
Email: bpeck@cooley.com

Seaside 88, LP

By: Seaside 88 Advisors, LLC

By: /s/ William J. Ritger
Name: William J. Ritger
Title: Manager

Address for Notice:

750 Ocean Royale Way
Suite 805
North Palm Beach, FL 33408
Attention: William J. Ritger and
Denis M. O'Donnell, M.D.
Fax: 866-358-6721
Email: wjr@seaside88.com

With a copy (which shall not constitute notice) to:

White White & Van Etten PC
55 Cambridge Parkway
Cambridge, MA 02142
Attention: David A. White, Esq.
Fax: 617-225-0205
Email: daw@wwvlaw.com

DWAC Instructions for Common Stock:

DTC # - 0571 -
Account number - G53-1348923

Exhibit 10.2

OMNI CAPITAL CORPORATION

119 West 72nd Street — Suite 283
New York, NY 10023

33 West Main Street — POB 390
Oyster Bay, NY 11771

Mr. Matthew J. Pfeffer
Chief Financial Officer
MannKind Corporation
28903 North Avenue Paine
Valencia, CA 91355

August 10, 2010

This letter (the "**Agreement**") sets forth the terms by which MannKind Corporation (the "**Company**") retains Omni Capital Corporation ("**Omni**") as a non-exclusive financial advisor for the purposes of seeking funding for the Company from Seaside 88, LP (the "**Investor**").

1. The Advisory. Omni hereby agrees to assist the Company on a non-exclusive basis in seeking capital by making an introduction to the Investor to determine whether the Company and the Investor desire to enter into that certain common stock purchase agreement (the "**SPA**") dated of even date herewith, as well as any substantially similar stock purchase agreement with the Investor that replaces the SPA if such SPA is terminated early or that succeeds the SPA upon its expiry, provided such replacement or renewal takes place within two years of the date hereof (collectively, the "**SPA Deal**").

2. Compensation. In consideration of Omni's services, the Company hereby agrees to pay to Omni upon closing of each transaction with the Investor a fee equal to one percent (1.0%) of the aggregate value of all cash received by the Company in connection with the sale of shares of its common stock to the Investor (the "**Fee**"); provided, however, that Omni shall not be entitled to a Fee or any fee with respect to any sale by the Company of shares of its common stock or any other securities to the Investor that is not part of the SPA Deal. Each Fee is payable on receipt of funds by the Company and is to be paid by the company to Omni by the tenth day following the month in which such funds are received. Each Fee shall be based upon the amount of that particular investment alone. The Company's obligation to pay Fees in accordance with this Paragraph 2 shall survive the expiration but not the early termination of this Agreement pursuant to Paragraph 3. Omni agrees to pay its own expenses.

3. Termination. The Agreement shall be for a period of ten (10) weeks from the date of execution of the SPA; provided, that if the Investor and the Company do not enter into such SPA by August 31, 2010, this Agreement shall terminate on August 31, 2010. In the event that this Agreement terminates on August 31, 2010, Omni will be entitled to the Fees set forth in Section 2 (above) of the Agreement ("**Compensation**") with respect to any financing transaction (whether equity, debt, or a combination) in which the Investor provides funding to the Company, provided that the transaction is consummated within six months following the termination of the Agreement.

4. Due Authorization. Each of the parties represents that it is duly authorized to execute and perform this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

6. Indemnification. Each of the parties will indemnify and hold harmless the other, and each employee, officer, director, partner and controlling person of the other, for any loss, claim, damage expense or liability arising out of such indemnifying party's breach of any provision of this Agreement or violation or alleged violation of any law or regulation. Company may not offset payments due to Omni without Omni's consent or without the determination of the arbitration panel described below.

7. Arbitration. Any dispute between the parties hereto shall be subject to binding arbitration before a three arbitrator panel in accordance with the rules of the American Arbitration Association. Prior to the selection of the arbitrators of the binding arbitration, the parties shall first attempt non-binding mediation before a mediator selected by said Association. In the event the mediator makes a determination and only one of the parties refuses to accept said determination, then the refusing party shall be responsible for all arbitration and attorney's fees of the other party should the refusing party receive a less favorable result from the binding arbitration, subject however to the discretion of the arbitrators to reallocate these costs if cause is so found by the arbitrators.

8. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of New York governing contracts made and to be performed in such state without giving effect to the principles of conflicts of laws.

9. Successors. This Agreement is made solely for the benefit of, and shall be binding upon, Omni and Company and their respective successors and assigns and no other person shall acquire or have any right by virtue of this Agreement.

10. Miscellaneous. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings, and agreements between the parties. Neither this Agreement nor its substance shall be disclosed except to those who agree to maintain such confidentiality or where the same is required by law; provided, that Omni acknowledges and agrees that the Company is entitled to file this Agreement as an exhibit with the Securities and Exchange Commission and describe this Agreement and its substance in its filings with the Securities and Exchange Commission and in any press release relating to the sale of Company shares to the Investor. This Agreement may not be amended, nor may any of its provisions be waived, except by written agreement signed by both parties. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of the Company and Omni.

[Signature page follows]

Very truly yours,

Omni Capital Corporation

By: Robert Darbee
President, August 10, 2010
(print name, title and date)

Signature: /s/ Robert Darbee

Accepted and Agreed to:

MannKind Corporation

By: Matthew J. Pfeffer
Chief Financial Officer
August, 10, 2010
(print name, title, date)

Signature: /s/ Matthew J. Pfeffer

MANNKIND CORPORATION
COMMON STOCK
PURCHASE AGREEMENT

This COMMON STOCK PURCHASE AGREEMENT (this "**Agreement**") is made as of the 10th day of August, 2010 by and between MannKind Corporation, a Delaware corporation (the "**Company**"), and The Mann Group LLC (such investor, including its successors and assigns, the "**Investor**").

WHEREAS, the Company and Seaside 88, LP, a Florida limited partnership ("**Seaside**"), have entered into a Common Stock Purchase Agreement of even date herewith (the "**Seaside Agreement**") pursuant to which the Company has agreed to issue and sell to Seaside, and Seaside has agreed to purchase from the Company, up to 18,200,000 shares of the Company's common stock, $0.01 par value (the "**Common Stock**") in a series of closings as specified therein;

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Investor, and the Investor desires to purchase from the Company, up to 18,200,000 shares of Common Stock concurrently with the sales and issuances of shares of Common Stock by the Company to Seaside;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor agree as follows:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Common Stock. On the basis of the representations and warranties herein, and upon the terms and subject to the conditions hereof, concurrently with each Closing (as such term is defined in the Seaside Agreement) the Investor agrees to purchase from the Company and the Company agrees to issue and sell to the Purchaser at the Per Share Purchase Price (as hereinafter defined) the number of shares of Common Stock equal to the number of shares of Common Stock issued and sold to Seaside at such Closing. For purposes of this Agreement, the **"Per Share Purchase Price"** shall be an amount equal to the greater of (a) the consolidated closing bid price for the Common Stock as reported by The Nasdaq Stock Market on the trading day immediately preceding the applicable Closing Date (as such term is defined in the Seaside Agreement) and (b) $7.15.

1.2 Closings. Subject to the satisfaction or waiver of the conditions set forth herein, each purchase and sale of shares of Common Stock pursuant to this Agreement shall take place at the offices of the Company immediately following the applicable Closing (as such term is defined in the Seaside Agreement) or at such other time or place as the Company and the Investor may mutually agree. At such time, the Company shall cause its transfer agent to deliver to the Investor a certificate representing such shares against the cancellation of indebtedness owed by the Company to the Investor under that certain Amended and Restated Promissory Note of even date herewith (the "**Note**"), the amount of such indebtedness cancelled to be equal to the number of shares of Common Stock being sold at such time multiplied by the Per Share Purchase

Price applicable to such sale; *provided, however,* that the cancellation of indebtedness shall be applied only to the outstanding principal balance under the Note and not to any accrued interest; *provided further,* that if cancellation of the outstanding principal balance under the Note is insufficient to pay the entire consideration for the shares of Common Stock being sold at such time, the Investor shall pay the balance of the consideration in cash by wire transfer of immediately available funds to an account designated by the Company. In connection with the cancellation of indebtedness, the Investor shall record an appropriate notation on Exhibit A to the Note to reflect such cancellation as a payment of principal on the Note.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that:

(a) All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement, the performance of all obligations of the Company hereunder and the authorization, sale, issuance and delivery of the shares of Common Stock pursuant hereto has been taken.

(b) This Agreement constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights generally and (ii) equitable principles of general applicability relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) Assuming the accuracy of the representations and warranties of the Investor contained in Section 3 hereof, the offer, sale and issuance of the shares of Common Stock pursuant hereto will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws.

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company that:

(a) The Investor has full right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement constitutes a valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) equitable principles of general applicability relating to the availability of specific performance, injunctive relief or other equitable remedies.

(c) The Investor understands that nothing in this Agreement or any other materials presented to the Investor in connection with the purchase and sale of shares of Common Stock constitutes legal, tax or investment advice. The Investor has consulted such

legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of shares of Common Stock.

(d) The Investor understands that the shares of Common Stock to be purchased hereunder have not been registered under the Securities Act. The Investor also understands that such shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon the Investor's representations contained in this Agreement.

(e) The Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. The Investor must bear the economic risk of this investment indefinitely unless the shares of Common Stock purchased hereunder are registered pursuant to the Securities Act, or an exemption from registration is available. The Investor understands that the Company has no present intention of registering such shares. The Investor also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow the Investor to transfer all or any portion of such shares under the circumstances, in the amounts or at the times the Investor might propose.

(f) The Investor is acquiring the shares of Common Stock to be purchased hereunder for the Investor's own account for investment only, and not with a view towards their distribution.

(g) The Investor has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement.

(h) The Investor is an accredited investor within the meaning of Regulation D under the Securities Act.

4. Restrictions on Transfer

4.1 Rule 144. The Investor acknowledges and agrees that the shares of Common Stock to be purchased hereunder are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Investor has been advised or is aware of the provisions of Rule 144, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of shares being sold during any three-month period not exceeding specified limitations.

4.2 Restrictive Legend. The Investor acknowledges and agrees that each certificate representing shares of Common Stock purchased hereunder shall be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

4.3 Legend Removal. The Company shall be obligated to reissue promptly unlegended certificates at the request of the Investor if the Investor shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification and legend.

5. Miscellaneous.

5.1 Successors and Assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon the parties and their respective successors and assigns.

5.2 Governing Law. This Agreement 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.

5.3 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon facsimile transmission and by courier service (with proof of service), or by registered or certified mail (return receipt requested and first-class postage prepaid) and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by 10 days' advance written notice to the other parties.

5.6 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction.

5.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of both the Company and the Investor.

5.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

5.9 Entire Agreement. This Agreement and the other documents referred to herein constitute the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

5.10 Term. This Agreement shall terminate upon the earlier of (a) the day following the final Closing (as such term is defined in the Seaside Agreement) or (b) the termination of the Seaside Agreement.

[Remainder of this Page Intentionally Left Blank]

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

MannKind Corporation

By: /s/ Matthew J. Pfeffer
Matthew J. Pfeffer
Chief Financial Officer

Address: 28903 North Avenue Paine
Valencia, California 91355

The Mann Group LLC

/s/ Alfred E. Mann
Alfred E. Mann
Managing Member

Address: 12744 San Fernando Rd.
Sylmar, California 91342

Exhibit 10.4

AMENDED AND RESTATED
PROMISSORY NOTE

$350,000,000 Dated August 10, 2010
Valencia, California

THIS AMENDED AND RESTATED PROMISSORY NOTE (this "***Amended Note***"), dated as of August 10, 2010, amends, re-evidences, restates, and supersedes in full, but does not in any way satisfy nor discharge the outstanding indebtedness, if any, owed under that certain Promissory Note dated February 26, 2009 in the original principal amount of Three Hundred and Fifty Million Dollars ($350,000,000), made by the undersigned in favor of **THE MANN GROUP LLC** (the "***Original Note***"). The Original Note, as amended, re-evidenced, and restated by this Amended Note, is referred to herein as the "***Note***."

FOR VALUE RECEIVED, MANNKIND CORPORATION, a Delaware corporation ("***Borrower***"), hereby promises to pay to the order of **THE MANN GROUP LLC** ("***Lender***"), in lawful money of the United States of America and in immediately available funds, the principal sum of up to Three Hundred and Fifty Million Dollars ($350,000,000) or the aggregate principal amount of all Advances (as defined below) made hereunder, whichever is less (the "***Loan***") together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below.

1. Principal Repayment. The outstanding principal amount of each Advance together with all accrued and unpaid interest thereon shall be due and payable on December 31, 2012 (the "***Maturity Date***").

2. Interest Rate. Borrower further promises to pay interest on the outstanding principal amount of each Advance from the date thereof until payment in full, which interest shall be payable at a rate equal to the one year London Interbank Offered Rate (LIBOR) reported by the Wall Street Journal (or a comparable periodical if such periodical is no longer published) on the day of such Advance plus 3% per annum, or the maximum rate permissible by law (which under the laws of the State of California shall be deemed to be the laws relating to permissible rates of interest on commercial loans), whichever is less. Interest shall be due and payable quarterly in arrears not later than 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, and shall be calculated on the basis of a 365/366-day year for the actual number of days elapsed.

3. Place of Payment. All amounts payable hereunder shall be payable in lawful money of the United States of America at the office of Lender, 28903 North Avenue Paine, Valencia, CA 91355, unless another place of payment shall be specified in writing by Lender.

4. Application of Payments; Prepayment.

4.1 Payment on this Note shall be applied first to accrued interest, and thereafter to the outstanding principal balance hereof.

4.2 This Note may be prepaid in whole or in part without penalty or premium. Any amount prepaid pursuant to this Section 4.2 may be reborrowed subject to Section 5 hereof. Any partial prepayment made pursuant to this Section 4.2 shall be applied to interest first and then to principal, and shall be applied to the oldest outstanding Advance first. At the time of any prepayment of principal hereunder, Borrower shall also pay all accrued and unpaid interest on the amount prepaid through the date of prepayment.

4.3 Pursuant to that certain Common Stock Purchase Agreement between Borrower and Lender dated as of August 10, 2010 (the "***Purchase Agreement***"), Lender has agreed to purchase from Borrower, and Borrower has agreed to issue and sell to Lender, at the Per Share Purchase Price (as defined in the Purchase Agreement) a certain number of shares of Borrower's common stock, $0.01 par value (the "***Common Stock***"), at each Closing (as defined in that certain Common Stock Purchase Agreement between Borrower and Seaside 88, LP dated as of August 10, 2010). At the time of each purchase and sale of shares of Common Stock pursuant to the Purchase Agreement, Borrower shall cause its transfer agent to deliver to Lender a certificate representing such shares against the cancellation of indebtedness owed by Borrower under this Note, the amount of such indebtedness cancelled to be equal to the number of shares of Common Stock being sold at such time multiplied by the Per Share Purchase Price applicable to such sale; *provided, however,* that the cancellation of indebtedness shall be applied only to the outstanding principal balance under this Note and not to any accrued interest; *provided further,* that if cancellation of the outstanding principal balance under this Note is insufficient to pay the entire consideration for the shares of Common Stock being sold at such time, Lender shall pay the balance of the consideration in cash by wire transfer of immediately available funds to an account designated by Borrower. In connection with the cancellation of indebtedness, Lender shall record an appropriate notation on Exhibit A to this Note to reflect such cancellation as a payment of principal on this Note. The cancellation of principal indebtedness shall be applied to the oldest outstanding Advance first. Borrower shall pay all accrued and unpaid interest on each amount of the principal indebtedness that is cancelled pursuant to this Section 4.3 at the next quarterly interest payment date as provided in Section 2.

4.4 At any time upon delivery of prior written notice (the "***Call Notice***"), Lender may require Borrower to prepay Advances that have been outstanding for more than twelve months as of the date of the notice. Lender may not require Borrower to prepay Advances in an aggregate amount exceeding $200,000,000 (less the aggregate amount of principal indebtedness cancelled pursuant to Section 4.3) pursuant to this Section 4.4. If Lender exercises such call right, Borrower shall, on the earlier of: (x) 90 days after delivery of the Call Notice or (y) the Maturity Date, prepay the Advances in the amount set forth in the Call Notice. Any partial prepayment made pursuant to this Section 4.4 shall be applied to interest first and then to principal. At the time of any prepayment of principal hereunder, Borrower shall also pay all accrued and unpaid interest on the amount prepaid through the date of prepayment.

5. Loan Requests. Provided that no Event of Default has occurred and is continuing, from and after the date hereof and through and including December 31, 2011, Lender shall make available to Borrower for borrowings by Borrower from time to time a principal amount of Three Hundred and Fifty Million Dollars ($350,000,000) less the aggregate amount of principal indebtedness cancelled pursuant to Section 4.3 (each, an "***Advance***"). Whenever Borrower desires an Advance hereunder, Borrower shall notify Lender by facsimile with a transmission confirmation or by electronic mail as long as a read receipt is requested and received no later than 4:00 p.m. Pacific time, sixty (60) calendar days prior to the date on which the Advance is requested to be made. At the time of any Advance (or at the time of receipt of any payment of principal), Lender shall make or cause to be made, an appropriate notation on the Exhibit A attached hereto reflecting the amount of such Advance (or the amount of such payment). The outstanding amount of this Note set forth on such Exhibit A shall be prima facie evidence of the principal amount thereof outstanding, but the failure to record, or any error in so recording, shall not limit or otherwise affect the obligations of Borrower to make payments of principal of or interest on this Note when due.

6. Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

6.1 The Borrower has the requisite power and authority to enter into this Note and to consummate the transactions contemplated hereby. The execution and delivery of this Note by the Borrower and the consummation by the Borrower of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Borrower. This Note has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding agreement of the Borrower enforceable against the Borrower in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (ii) equitable principles of general applicability relating to the availability of specific performance, injunctive relief or other equitable remedies.

6.2 No consent, approval, authorization, order, license, registration or qualification of or with any Governmental Entity is required for the execution and delivery by the Borrower of this Note or the transactions contemplated hereby, except such consents, approvals, authorizations, orders, licenses, registrations or qualifications as have been obtained, or which, if not obtained, would not, individually or in the aggregate, have a material adverse effect on the ability of the Borrower to perform its obligations hereunder or consummate the transactions contemplated hereby on a timely basis. As used in this Note, the term "Governmental Entity" means any agency, bureau, commission, authority, department, official, political subdivision, tribunal or other instrumentality of any government, whether (i) regulatory, administrative or otherwise (including, without limitation, a self-regulatory organization or stock exchange); (ii) federal, state or local; or (iii) domestic or foreign.

6.3 The execution and delivery by the Borrower of this Note, the performance by the Borrower of its obligations hereunder, and the consummation by the Borrower of the transactions contemplated hereby, will not conflict with or result in a breach or violation of (i) any of the terms or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination,

amendment, acceleration or cancellation of, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Borrower or any of its subsidiaries is a party or by which the Borrower or any of its subsidiaries is bound or to which any of their property or assets is subject or (ii) any applicable law or statute or any order, rule or regulation of any Governmental Entity having jurisdiction over the Borrower or any of its subsidiaries or any of their respective properties, except for in the case of either clause (i) or (ii) such conflicts, breaches or violations that would not prevent or delay the consummation of the transactions contemplated by this Note or that would not be reasonably expected to have a material adverse effect on the Borrower, nor will any such action result in any violation of the provisions of the organizational documents of the Borrower.

7. Default. Each of the following events shall be an "***Event of Default***" hereunder:

(a) Borrower fails to pay timely any of the principal amount due under this Note or any accrued interest or other amounts due under this Note on the date the same becomes due and payable or within five (5) business days thereafter;

(b) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(c) An involuntary petition is filed against Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower; or

(d) Any representation or warranty made herein or in any other document delivered in connection herewith shall be incorrect or misleading in any material respect when made or deemed made (except where any such representation or warranty by the terms thereof is subject to a materiality standard, in which case such representation or warranty shall be incorrect or misleading in any respect).

Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Lender, and, in the case of an Event of Default pursuant to **(b)** or **(c)** above, automatically, be immediately due, payable and collectible by Lender pursuant to applicable law, the commitment of the Lender to lend shall, at the option of the Lender, and in the case of an Event of Default pursuant to **(b)** or **(c)** above, automatically, terminate, and the interest rate applicable to outstanding Advances upon an Event of Default shall increase to LIBOR calculated on the date of the initial Advance or the date of the Event of Default (whichever is greater) plus 5% per annum for the period after said Event of Default until payment, or the maximum rate permissible by law as defined above, whichever is less.

8. Waiver. Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys' fees, costs and other expenses.

The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

9. Governing Law. This Note 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 Note. Borrower, by execution and delivery of this Note, hereby irrevocably accepts in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

10. Successors and Assigns. This Note shall be binding upon and inure to the benefit of the Borrower and Lender and their respective successors and assigns; provided that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender. Lender may assign to one or more other persons all or a portion of its rights (but not its obligations) under this Note with respect to all or a portion of the Advances made by it.

11. Integration. This Note (together with the Purchase Agreement) reflects the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement or instrument, oral or written, before or after the date hereof.

12. Amendments, Modification, Etc. No amendment, modification or waiver of any provision of this Note, and no consent to any departure by Lender or Borrower and their assigns therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

13. No Waiver. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Note preclude any other or further exercise thereof or the exercise of any other right. The rights of the Lender under this Note against Borrower are not conditional or contingent on any attempt by the Lender to exercise any of its rights under this Note against Borrower or any other person.

14. Expenses. The Borrower agrees to reimburse, periodically and upon request, and at the date of effectiveness of this Note or upon termination of this Note, (i) the Lender’s reasonable expenses, including the reasonable fees and disbursements of the Lender’s attorneys, arising in connection with the preparation, negotiation, execution, delivery, amendment and administration of this Note and related transactions and (ii) the Lender’s expenses, including the fees and disbursements of the Lender’s attorneys, in connection with the enforcement of this Note or the protection of the Lender’s rights under this Note. In addition, the Borrower agrees to reimburse the Lender for all reasonable expenses, including the reasonable fees and disbursements of the Lender’s attorneys, incurred in connection with the licensing of the Lender as a finance lender under the California Finance Lenders Law.

15. Indemnity. The Borrower shall indemnify, defend and hold harmless the Lender and its agents and attorneys (collectively, the "***Indemnitees***") from and against (i) any and all transfer taxes, documentary taxes, assessments or charges made by any Governmental Entity by reason of the execution and delivery of this Note or the making of the Advances, and (ii) any and all liabilities, losses, damages, penalties, judgments, claims, costs and expenses of any kind or nature whatsoever (including reasonable attorneys' fees, and disbursements in connection with any actual or threatened investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) that may be imposed on, incurred by or asserted against such Indemnitee, in any manner relating to or arising out of this Note, the Advances or the use or intended use of the proceeds of the Advances; provided that no Indemnitee shall have the right to be indemnified or held harmless hereunder for its own gross negligence or willful misconduct, as determined by a final judgment of a court of competent jurisdiction.

16. Seniority. Amounts due under this Note shall rank *pari passu* with all of the Borrower's other senior unsecured obligations, including the Borrower's 3.75% Senior Convertible Notes due 2013.

BORROWER: **MANNKIND CORPORATION**

By: /s/ Matthew Pfeffer
Matthew Pfeffer
Chief Financial Officer

Acknowledged and Agreed: **THE MANN GROUP LLC**

LENDER: By: /s/ Alfred E. Mann
Alfred E. Mann
Managing Member

Alfred E. Mann hereby affirms his intention that the Lender's obligations hereunder shall survive his death and be binding on his estate, the trustee of any revocable trust he has established for estate planning purposes, and his heirs and successors. Alfred E. Mann further represents, warrants and covenants that he has not included and will not include any provision in any document he has established for estate planning purposes that would defeat or purport to defeat his obligations hereunder.

Acknowledged and Agreed: /s/ Alfred E. Mann
Alfred E. Mann

Exhibit 99.1

Company Contact:
Matthew Pfeffer
Corporate Vice President and Chief Financial Officer
661-775-5300
mpfeffer@mannkindcorp.com

MannKind Receives Commitment to Purchase Up to 18,200,000 Shares of Common Stock for Cash

VALENCIA, California – August 11, 2010 – MannKind Corporation (Nasdaq: MNKD) today announced that it has entered into an agreement with Seaside 88, LP, a private investment limited partnership, for the sale of 700,000 shares of common stock to Seaside 88 every two weeks over the course of a year for a total of up to 18,200,000 shares of MannKind common stock. Each such closing is subject to certain closing conditions. The initial sale of 700,000 shares is expected to close on September 22, 2010.

The per share purchase price of the shares sold to Seaside 88 will be at an 8% discount to the volume weighted average trading price of MannKind common stock for the ten consecutive trading days immediately preceding each closing date (the "VWAP"). For any closing to take place, the VWAP must be at least $6.50 per share.

A registration statement relating to the shares of MannKind common stock issuable in the offering has been filed with, and declared effective by, the Securities and Exchange Commission (the "SEC"). A prospectus supplement relating to the offering will be filed with the SEC. Copies of the prospectus supplement and related prospectus, when available, may be obtained from the SEC's website, www.sec.gov. This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

Forward-Looking Statements

This press release contains forward-looking statements, including statements related to MannKind's offering of common stock to Seaside 88 and the anticipated closings related to the offering, that involve risks and uncertainties. Words such as "expected", "will", and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon MannKind's current expectations. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, risks related to whether Seaside 88 will be unable or unwilling to satisfy its obligations under the common stock purchase agreement, whether the

conditions applicable to any sale of shares of MannKind common stock pursuant to the common stock purchase agreement, including the minimum purchase price, will be satisfied, the possibility that the common stock purchase agreement may be terminated prior to the completion of the various closings contemplated thereunder, the progress, timing and results of clinical trials, difficulties or delays in seeking or obtaining regulatory approval, the manufacture of AFREZZA, competition from other pharmaceutical or biotechnology companies, MannKind's ability to enter into any collaborations or strategic partnerships, intellectual property matters and stock price volatility. The foregoing list sets forth some, but not all, of the factors that could affect MannKind's ability to achieve results described in any forward-looking statements. For additional information about risks and uncertainties MannKind faces and a discussion of MannKind's financial statements and footnotes, see documents MannKind files with the Securities and Exchange Commission, including MannKind's most recent annual report on Form 10-K and quarterly report on Form 10-Q and all subsequent periodic reports. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. All forward-looking statements are qualified in their entirety by this cautionary statement, and MannKind undertakes no obligation and expressly disclaims any duty to revise or update any forward-looking statements to reflect events or circumstances after the date of this press release.

Exhibit 99.2

Company Contact:
Matthew Pfeffer
Corporate Vice President and Chief Financial Officer
661-775-5300
mpfeffer@mannkindcorp.com

MannKind Receives Commitment from The Mann Group to Reduce Indebtedness in Return for Up to 18,200,000 Shares of Common Stock

VALENCIA, California – August 11, 2010 – MannKind Corporation (Nasdaq: MNKD) today announced that in addition to the agreement that it has reached with Seaside 88, L.P., which was also announced today in a companion press release, MannKind has entered into an agreement with The Mann Group LLC, an entity controlled by MannKind's chief executive officer and principal stockholder, Alfred Mann, for the parallel sale of shares of common stock to The Mann Group. The Mann Group has committed to purchase the same number of shares of MannKind common stock as is purchased by Seaside 88, up to a total of 18,200,000 shares. However, the shares to be purchased by The Mann Group will be priced at the undiscounted closing bid price of MannKind's common stock on the trading day immediately preceding the applicable closing date but in any event will be not less than $7.15, which was yesterday's closing bid price for MannKind's common stock.

The sales to The Mann Group will occur in a series of closings scheduled to occur no more frequently than every two weeks over the course of a one-year period and are dependent on the occurrence of sales of an equal number of shares of MannKind common stock pursuant to the agreement with Seaside 88. The initial sale of 700,000 shares to The Mann Group is expected to close on September 22, 2010.

The aggregate purchase price for the shares of common stock MannKind issues and sells to The Mann Group at each closing will be paid by cancellation of principal indebtedness under MannKind's existing revolving loan arrangement with The Mann Group. At July 31, 2010, the principal amount outstanding under the loan arrangement was $252 million, and MannKind had $98 million remaining of available borrowings under the arrangement. If all 26 closings occur, MannKind's debt under The Mann Group loan arrangement would be reduced by at least $130 million.

The shares of MannKind common stock offered and to be sold to The Mann Group pursuant to this agreement have not been and will not be registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This press release shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

Forward-Looking Statements

This press release contains forward-looking statements, including statements related to MannKind's offering of common stock to The Mann Group, the anticipated closings related to the offering and the potential aggregate reduction in indebtedness, that involve risks and uncertainties. Words such as "expects", "will", and similar expressions are intended to identify forward-looking statements. These forward-looking statements are based upon MannKind's current expectations. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, risks related to whether The Mann Group will be able to satisfy its obligations under the common stock purchase agreement, whether the conditions applicable to any sale of shares of MannKind's common stock pursuant to either common stock purchase agreement will be satisfied, the possibility that either common stock purchase agreement may be terminated prior to the completion of the various closings contemplated thereunder, the progress, timing and results of clinical trials, difficulties or delays in seeking or obtaining regulatory approval, the manufacture of AFREZZA, competition from other pharmaceutical or biotechnology companies, MannKind's ability to enter into any collaborations or strategic partnerships, intellectual property matters and stock price volatility. The foregoing list sets forth some, but not all, of the factors that could affect MannKind's ability to achieve results described in any forward-looking statements. For additional information about risks and uncertainties MannKind faces and a discussion of MannKind's financial statements and footnotes, see documents MannKind files with the Securities and Exchange Commission, including MannKind's most recent annual report on Form 10-K and quarterly report on Form 10-Q and all subsequent periodic reports. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. All forward-looking statements are qualified in their entirety by this cautionary statement, and MannKind undertakes no obligation and expressly disclaims any duty to revise or update any forward-looking statements to reflect events or circumstances after the date of this press release.