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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)**

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**TG Therapeutics, Inc.**

(Name of Issuer)

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**Common Stock**  
(Title of Class of Securities)

**88322Q108**  
(CUSIP Number)

**LFB Biotechnologies S.A.S.**  
**3, avenue des Tropiques**  
**BP 40305 Les Ulis**  
**91942 Courtaboeuf Cedex, France**  
**Attn: M. Christian Bechon, President**  
**+33 (0) 1 69 82 70 10**

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

**May 7, 2015**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

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1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)	
	LFB Biotechnologies, S.A.S.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS*	
	AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  7,614,855
	8	SHARED VOTING POWER  7,614,855
	9	SOLE DISPOSITIVE POWER  7,614,855
	10	SHARED DISPOSITIVE POWER  7,614,855
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  7,614,855	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  15.0%**	
14	TYPE OF REPORTING PERSON  CO	

\*\* Based on 50,634,158 shares of common stock, par value \$0.001 per share, outstanding as of May 7, 2015.

## **Item 1 - Security and Issuer**

This statement on Schedule 13D relates to the common stock, par value \$0.001 per share ("Common Stock"), of TG Therapeutics, Inc., a Delaware corporation (the "Company"). The principal executive offices of the Company are located at 3 Columbus Circle, 15<sup>th</sup> Floor, New York, New York 10019.

## **Item 2 - Identity and Background**

This Schedule 13D is being filed by LFB Biotechnologies, S.A.S. ("LFB"), a société par actions simplifiée established under the laws of France. The principal business of LFB involves: the research and development of new pharmaceutical products or new processes in the areas of plasma derivatives and biotechnology; the creation, acquisition and operation of businesses relating to these activities; the taking, purchase, exploitation and transfer of processes and patents concerning these activities; and the direct or indirect participation in all financial, real property or personal property transactions and in all commercial or industrial businesses which may relate to the above. LFB's principal business and office address is:

3, avenue des Tropiques  
BP 40305 Les Ulis  
91942 Courtaboeuf Cedex, France

LFB is a wholly-owned subsidiary of Laboratoire Francais du Fractionnement et des Biotechnologies ("Laboratoire Francais"), a société anonyme established under the laws of France. The principal business of Laboratoire Francais involves: the study, development and exploitation of medicines derived from blood or its constituent elements mentioned in the French public health code; the research, production and distribution concerning medicines which may be substituted for products derived from blood and concerning biotechnology products; the development of its activities by means of subsidiaries, groups or taking of participations in legal entities; all industrial, commercial, financial, real or personal property operations relating, directly or indirectly, in whole or in part, to the foregoing or similar or connected purposes. Laboratoire Francais' principal business and office address is:

3, avenue des Tropiques  
BP 40305 Les Ulis  
91942 Courtaboeuf Cedex, France

During the last five years, neither LFB, Laboratoire Francais nor, to the best of their knowledge, any of the executive officers or directors of LFB or Laboratoire Francais, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

## **Item 3 - Source and Amount of Funds or Other Consideration**

On November 9, 2012, LFB received 5,000,000 shares of the Company's Common Stock and a warrant to purchase 2,500,000 shares of the Company's Common Stock at an exercise price of \$0.001 per share (the "Warrant") in exchange for 7,500,000 shares of common stock of TG Biologics, Inc., a subsidiary of the Company ("TG Biologics"). The shares of TG Biologics had been issued to LFB as consideration for a license to certain technology granted by a subsidiary of LFB to TG Biologics as described in more detail below.

On February 17, 2015, LFB purchased 114,855 shares of Common Stock from the Company at a purchase price of \$6.53 per share for an aggregate purchase price of \$750,000. The funds used to purchase these shares were from LFB's cash reserves.

On May 7, 2015, LFB exercised the Warrant in full, purchasing 2,500,000 shares of Common Stock at an exercise price of \$0.001 per share for an aggregate exercise price of \$2,500. The funds used to purchase these shares were from LFB's cash reserves.

## **Item 4 - Purpose of Transaction**

In April 2011, TG Biologics acquired from LFB, and its wholly-owned subsidiaries GTC Biotherapeutics, Inc. ("GTC") and LFB/GTC LLC, an option (the "License Option") for exclusive worldwide rights (except France/Belgium) to develop and market ublituximab ("LFB-R603"), a monoclonal antibody that targets a specific epitope on the B-cell lymphocyte CD20 antigen. In consideration of the License Option, LFB and GTC each received 66,000 shares of common stock of TG Biologics. The shares issued to GTC were subsequently transferred to LFB in March 2012.

On January 30, 2012, TG Biologics exercised the License Option and entered into a license agreement with LFB, GTC, and LFB/GTC LLC. In connection with the license agreement, TG Biologics issued 7,368,000 shares of its common stock to LFB.

On November 9, 2012, LFB and the Company entered into a Securities Exchange Agreement (the "Exchange Agreement"), pursuant to which LFB exchanged the 7,500,000 shares of common stock of TG Biologics that it owned for 5,000,000 shares of the Company's Common Stock and the Warrant to purchase 2,500,000 shares of Common Stock for an exercise price of \$0.001 per shares (the Warrant can also be exercised on a cashless basis). The Warrant only becomes exercisable following an equity financing or series of equity financings in which the Company receives gross proceeds of an aggregate of at least \$7,500,000 (a "Qualified Financing"). The Warrant also contains a limitation of LFB's ability to exercise the Warrant if following such exercise, LFB would beneficially own in excess of 19.9% of the Company's outstanding Common Stock. The Exchange Agreement contains a provision pursuant to which LFB has the right to have a representative appointed to the Company's Board of Directors. Under this provision, on November 9, 2012, Mr. Yann Echelard was appointed as LFB's representative to the Company's Board of Directors. The Exchange Agreement also contains a provision pursuant to which upon a Qualified Financing, LFB has agreed to purchase at least \$750,000 (the "Additional Investment") of Common Stock at a purchase price per share equal to the then current Market Price. Notwithstanding the foregoing, the amount of such Additional Investment shall be reduced to the extent that LFB would own greater than 19.9% of the outstanding Common Stock following such transaction. Any amounts of the Additional Investment that are not made as a result of the 19.9% ownership cap shall be carried forward and invested in the Company on the same terms and conditions at the time of any subsequent Qualified Financing until the full Additional Investment is complete. "Market Price" is defined in the agreement as the 30-day volume weighted average price of the Common Stock as reported by Bloomberg L.P. for the 30 days prior to the date of closing of the Qualified Financing.

On February 17, 2015, LFB and the Company entered into a Common Stock Purchase Agreement (the "Purchase Agreement") pursuant to which LFB purchased 114,855 shares of Common Stock from the Company at a purchase price of \$6.53 per share for an aggregate purchase price of \$750,000 in satisfaction of its requirement to fund the Additional Investment.

On May 7, 2015, LFB exercised the Warrant in full, purchasing 2,500,000 shares of Common Stock at an exercise price of \$0.001 per share for an aggregate exercise price of \$2,500.

#### **Item 5 - Interest in Securities of the Issuer**

(a) - (b) The number of shares of Common Stock beneficially owned by LFB is 7,614,855 shares. This represents approximately 15.0% of the Company's outstanding Common Stock. LFB, as a wholly owned subsidiary, shares voting and dispositive power over these securities with its parent, Laboratoire Francais. The information contained in Item 2 above is incorporated herein by reference.

(c) Other than as set forth in Item 4 above, to the best knowledge of each of LFB and Laboratoire Francais, there have been no transactions in the Company's shares effected during the past 60 days by LFB or Laboratoire Francais, or by any affiliate, executive officer or director of LFB or Laboratoire Francais.

(d) Not applicable.

(e) Not applicable.

#### **Item 6 - Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The information set forth in Item 4 is incorporated herein by reference. Copies of the Exchange Agreement, the Warrant and the Purchase Agreement are filed as Exhibits to this Schedule 13D/A.

**Item 7 - Material to be Filed as Exhibits**

<u>Exhibit</u>	<u>Description</u>
1	Securities Exchange Agreement, dated November 9, 2012, by and between LFB Biotechnologies S.A.S. and TG Therapeutics, Inc. (incorporated by reference to Ex. 10.1 to the Current Report on Form 8-K filed by TG Therapeutics, Inc. on November 13, 2012 (File No. 001-32639)).
2	Common Stock Purchase Warrant, dated November 9, 2012 (incorporated by reference to Ex. 4.1 to the Current Report on Form 8-K filed by TG Therapeutics, Inc. on November 13, 2012 (File No. 001-32639)).
3	Common Stock Purchase Agreement, dated February 17, 2015, by and between LFB Biotechnologies S.A.S. and TG Therapeutics, Inc.

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

**LFB BIOTECHNOLOGIES, S.A.S.**

Date: May 11, 2015

By: /s/ Brian P. Keane

Brian P. Keane

Attorney-in-fact

**POWER OF ATTORNEY**

Know all by these present, that the undersigned hereby constitutes and appoints each of Brian P. Keane , John Condon and Adam Veness of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., signing singly, with full power of substitution, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned forms and authentication documents for EDGAR Filing Access;
- (2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such forms and authentication documents;
- (3) execute for and on behalf of the undersigned Schedules 13D and 13G, and amendments thereto, in accordance with Regulation 13D-G of the Securities Act of 1934 and the rules thereunder;
- (4) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D or 13G, and amendments thereto, and timely file such schedule with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (5) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interests of, or legally required by the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming any of the undersigned's responsibilities to comply with Regulation 13D-G of the Securities Exchange Act of 1934, as amended.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D and 13G with respect to the undersigned's holdings of and transactions in securities, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed this 9th day of November, 2012.

LFB BIOTECHNOLOGIES S.A.S.

/s/ Christian Bechon

Name: Christian Bechon

Title: President

## COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this "Agreement") is made as of February 17, 2015 by and between LFB Biotechnologies S.A.S., a company organized under the laws of France with a principal place of business at 3 avenue des Tropiques, B.P. 305-Les Ulis- 91958, Courtaboeuf Cedex, France ("Purchaser"), and TG Therapeutics, Inc., a Delaware corporation with a principal place of business at 3 Columbus Circle, 15<sup>th</sup> Floor, New York, New York 10019 (the "Company").

WHEREAS, the Company and Purchaser are parties to that certain Exclusive License Agreement, dated as of January 31, 2012 (the "License Agreement"); and

WHEREAS, the Company and Purchaser are parties to that certain Securities Exchange Agreement, dated as of November 9, 2012 (the "Exchange Agreement"); and

WHEREAS, pursuant to Section 1.5 of the Exchange Agreement, the Company has agreed to issue Purchaser shares of the Company's Common Stock on the terms and subject to the conditions set forth herein and therein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Company and Purchaser agree as follows:

## ARTICLE 1. ISSUANCE OF SHARES

Section 1.1 Issuance of Shares. Subject to the terms and conditions of this Agreement, the Purchaser shall purchase from the Company, and the Company shall issue and sell to the Purchaser, 114,855 shares (the "Shares") of common stock of the Company, par value \$0.001 (the "Common Stock"). The per share purchase price shall be equal to \$6.53 (the "Purchase Price").

Section 1.2 Repurchase of Shares. If the License Agreement is terminated, the Company shall have the right to repurchase the Shares from Purchaser at their then current fair market value. Fair Market Value shall mean, (i) if the Company is public at the time of termination, then the Company, may repurchase the shares at the Average Closing Price (as defined in section 7.3.5(d) of the License Agreement) as of the date of termination or (ii) if the Company is private at the time, then a price per share shall be determined by an independent third party valuation firm chosen by agreement of the parties, the cost of which shall be split equally by the parties.

Section 1.3 Closing. The closing of the issuance of the Shares hereunder (the "Closing") shall be held contemporaneously with the execution of this Agreement at such time and place as the Company and Purchaser shall agree.

Section 1.4 Transactions at Closing. At the Closing, the Company shall issue and deliver to Purchaser a certificate in definitive form, registered in the name of Purchaser, representing the Shares being issued to Purchaser at the Closing.

## ARTICLE 2. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser as follows:

(a) Corporate Organization; Subsidiaries. The Company and its subsidiaries are corporations duly organized, validly existing and in good standing under the laws of the state where they are incorporated, and have the requisite corporate power and authority to own their properties and to carry on their business as now being conducted. The Company and its subsidiaries are duly qualified as foreign corporations to do business, and are in good standing, in every jurisdiction in which their ownership of property or the nature of the business conducted and proposed to be conducted by them makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have or reasonably be expected to result in a material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries (“Material Adverse Effect”).

(b) Corporate Authority. The Company has the requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Company, the issuance and sale by the Company of the Shares and the performance by the Company of the other transactions contemplated hereby have been duly authorized by the Company’s Board of Directors (the “Board”), and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or for the Company to consummate the transactions so contemplated herein. This Agreement is the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors’ rights and subject to a court’s discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

(c) No Violations; Consents and Approvals.

(i) Neither the execution, delivery or performance by the Company of this Agreement nor the consummation by the Company of the transactions contemplated hereby will (A) result in a violation of the Company’s certificate of incorporation or bylaws; (B) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under any material agreement, indenture or instrument to which the Company or any subsidiary is a party; (C) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company or its subsidiaries; or (D) result in the imposition of a mortgage, pledge, security interest, encumbrance, charge or other lien on any asset of the Company or any subsidiary.

(ii) Except for filings as may be required under the Securities Act of 1933, as amended (the "Securities Act"), no consent, approval, order or authorization of, or registration, declaration or filing with, any government or any court, administrative agency or commission or other governmental authority or agency, is required with respect to the Company in connection with the execution, delivery or performance by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby.

(d) Issuance of Shares. The Shares when issued in accordance with the provisions of this Agreement and the License Agreement will be (i) duly and validly issued, fully paid and nonassessable and (ii) free from all taxes, liens and charges with respect to the issuance thereof, other than any liens or encumbrances created by or imposed by the Purchaser, and not subject to preemptive rights or other similar rights of stockholders of the Company.

(e) Capitalization. The authorized capital stock of the Company consists of (i) 150,000,000 shares of Common Stock, and (ii) 10,000,000 shares of Series A Preferred Stock. As of November 13, 2014, there were (i) 43,964,350 shares of Common Stock outstanding, and (ii) 0 shares of Preferred Stock issued and outstanding. The number of shares of common stock to be outstanding excludes as of September 30, 2014:

(i) 4,436,812 shares of common stock issuable upon the exercise of outstanding warrants with a weighted average exercise price of \$1.03 per share;

(ii) 13,194 shares of common stock issuable upon the exercise of outstanding stock options with a weighted average exercise price of \$18.62 per share;

(iii) 17,164 shares of common stock issuable upon the conversion of outstanding notes payable with a weighted average conversion price of \$1,125.00 per share; and

(iv) an aggregate of 797,103 shares of common stock reserved for future issuance under our stock option and incentive plans.

All of the issued shares of capital stock of the Company have been duly and validly authorized and issued, are fully paid and non-assessable, and have been issued in compliance with federal and state securities laws.

(f) No Violation or Default. The Company is not (i) in violation of its certificate of incorporation or bylaws; (ii) in default (or subject to an event which with notice or lapse of time or both would become a default) under any agreement, indenture or instrument to which the Company is a party; or (iii) in violation of any law, rule, regulation, order, judgment or decree applicable to the Company; except for such violations or defaults, as described in clauses (ii) or (iii) of this sentence as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(g) Absence of Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries which (i) adversely affects or challenges the legality, validity or enforceability of this Agreement, the License Agreement or the transactions contemplated hereby or thereby or (ii) would have or reasonably be expected to have a Material Adverse Effect.

(h) Licenses and Permits. The Company possesses all licenses, certificates, permits and other authorizations issued by, and has made all declarations and filings with, the appropriate Federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of its properties and the conduct of its business, except where the failure to possess or make the same would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(i) Environmental Matters. The Company is in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses, except where the failure to comply would not, singularly or in the aggregate, have or reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, there has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company (or, to the Company's knowledge, any other entity for whose acts or omissions the Company is or may be liable) upon any of the property now or previously owned or leased by the Company, or upon any other property, in violation of any statute or any ordinance, rule, regulation, order, judgment, decree or permit or which would, under any statute or any ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability which would not, singularly or in the aggregate with all such violations and liabilities, have or reasonably be expected to have a Material Adverse Effect. There has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company has knowledge, except for any such disposal, discharge, emission, or other release of any kind which would not, singularly or in the aggregate with all such discharges and other releases, have or reasonably be expected to have a Material Adverse Effect.

(j) Brokers or Finders. No agent, broker, investment banker or other firm is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

Section 2.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Company as follows:

(a) Organization. The Purchaser is an entity duly organized and validly existing under the laws of the jurisdiction of its organization.

(b) Authority. Purchaser has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action, and no other proceedings on Purchaser's part are or will

be necessary to authorize this Agreement or for it to consummate such transactions. This Agreement is the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting generally the enforcement of creditors' rights and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

(c) Acquisition for Investment; Regulation S. Purchaser (i) is acquiring the Shares for its own account for the purpose of investment and not with a view to or for sale in connection with any distribution thereof, and Purchaser has no present intention to effect, or any present or contemplated plan, agreement, undertaking, arrangement, obligation, indebtedness, or commitment providing for, any distribution of Shares, (ii) is not organized under the laws of any jurisdiction within the United States of America, its territories or possessions, was not formed for the purpose of investing in Regulation S securities and is not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the Securities Act, (iii) is physically outside the United States of America, (iv) is not purchasing the Securities on behalf of or for the benefit of any U.S. person and the sale of the Securities has not been prearranged with any buyer in the United States of America, and (v) has sufficient knowledge and experience in finance and business that it is capable of evaluating the risks and merits of its investment in the Company and is able financially to bear the risks thereof.

### ARTICLE 3. RESTRICTIONS ON TRANSFER

Section 3.1 Restrictions on Transfer. The Purchaser agrees that the Shares may only be sold or transferred (i) pursuant to an effective registration statement under the Securities Act, or (ii) pursuant to an exemption from registration under the Securities Act.

Section 3.2 Legend. Each certificate representing the Shares shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S OF THE SECURITIES ACT, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (C) PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY."

ARTICLE 4. MISCELLANEOUS

Section 4.1 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable.

Section 4.2 Interpretation. As used in this Agreement, unless the context otherwise requires: (a) words of any gender include all genders; (b) words using the singular or plural number also include the plural or singular number, respectively; and (c) the terms "hereof" "herein", and "hereby" and derivative or similar words refer to this entire Agreement.

Section 4.3 Specific Enforcement. Purchaser, on the one hand, and the Company, on the other, acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions hereof in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which they may be entitled at law or equity.

Section 4.4 Entire Agreement. This Agreement and the License Agreement contain the entire understanding of the parties with respect to the transactions contemplated hereby.

Section 4.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more of the counterparts have been signed by each party and delivered to the other party, it being understood that each party need not sign the same counterpart.

Section 4.6 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) upon receipt, when sent via a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

TG Therapeutics, Inc.  
3 Columbus Circle, 15<sup>th</sup> Floor  
New York, New York 10019  
Attn: Sean A. Power  
Telephone: (212) 554-4305  
Facsimile: (917) 210-3358

If to Purchaser:

LFB Biotechnologies S.A.S.  
3 avenue des Tropiques  
B.P. 305-Les Ulis- 91958  
Courtaboeuf Cedex, France  
Attn:  
Telephone: [            ]  
Facsimile: [            ]

and to:  
Alston & Bird LLP  
90 Park Ave.  
New York, NY 10016  
Attention: Mark F. McElreath  
Email: mark.mcelreath@alston.com

and to:  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo,  
P.C.,  
One Financial Center  
Boston, Massachusetts 02111  
Attn: John J. Cheney, Esq.  
Brian P. Keane, Esq.  
Telephone: (617) 542-6000  
Facsimile: (617) 542-2241

Section 4.7 Amendments. This Agreement may be amended with the written consent of Purchaser. This Agreement may not be waived, changed, modified, or discharged orally, but only by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought or by parties with the right to consent to such waiver, change, modification or discharge on behalf of such party.

Section 4.8 Successors and Assigns. All covenants and agreements contained herein shall bind and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Purchaser may assign its rights hereunder to an affiliate of Purchaser, provided that such affiliate agrees in writing to be bound by the terms and conditions set forth herein, and the Company may not assign any of its rights under this Agreement without the written consent of Purchaser, which consent shall not be unreasonably withheld.

Section 4.9 Expenses and Remedies. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such expense.

Section 4.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

Section 4.11 Publicity. Unless immediate publication is otherwise required by law, the Company and Purchaser will consult and cooperate with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement.

Section 4.12 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to confer upon any Person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedies under or by reason of this Agreement. "Person" means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, government or department or agency of a government or other entity.

Section 4.13 Interpretation. The parties hereby acknowledge and agree that : (a) each party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in a favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

Section 4.14 Confidential. Both Purchaser and Company agree to comply with the confidentiality obligations set forth in the License Agreement with respect to any Confidential Information provided by either party to the other party under this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

**TG Therapeutics, Inc.**

**LFB Biotechnologies S.A.S.**

By: /s/ Michael S. Weiss

By: /s/ Christian Bechon

Name: Michael S. Weiss

Name: Christian Bechon

Title: Exec. Chairman

Title: CEO