
**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): **July 12, 2013**

TG Therapeutics, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32639
(Commission File Number)

36-3898269
(IRS Employer Identification No.)

787 Seventh Ave, 48th Floor
New York, New York 10019
(Address of Principal Executive Offices)

(212) 554-4484
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act.
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act.
 - Pre-commencement communications pursuant to Rule 14d-2b under the Exchange Act.
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act.
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) (i) On July 12, 2013, the Board of Directors (the “Board”) of TG Therapeutics, Inc. (“TG”) approved an amendment (the “Weiss Amendment”) to the Restricted Stock Agreement of Michael S. Weiss, TG’s Chief Executive Officer, dated as of May 16, 2012 (the “Weiss Restricted Stock Agreement”).

Pursuant to the Weiss Amendment, the vesting schedule on page 1 of the Weiss Restricted Stock Agreement was amended by deleting the phrase “The first date that the Company achieves a Market Capitalization (as defined herein) of \$300 million” and inserting the phrase “The later to occur of: (a) the first date that the Company achieves a Market Capitalization (as defined herein) target of \$300 million and (b) December 15, 2014.”

Except as modified by the Weiss Amendment and described above, the material terms of the Weiss Restricted Stock Agreement remain unchanged.

(ii) On July 12, 2013, the Board of TG also approved an amendment (the “Power Amendment”) to the Restricted Stock Agreement of Sean A. Power, TG’s Chief Financial Officer, dated as of May 16, 2012 (the “Power Restricted Stock Agreement”).

Pursuant to the Power Amendment, the vesting schedule on page 1 of the Power Restricted Stock Agreement was amended by deleting the phrase “The first date that the Company achieves a Market Capitalization (as defined herein) of \$300 million” and inserting the phrase “The later to occur of: (a) the first date that the Company achieves a Market Capitalization (as defined herein) target of \$300 million and (b) December 15, 2014.”

Except as modified by the Power Amendment and described above, the material terms of the Power Restricted Stock Agreement remain unchanged.

Item 9.01 Financial Statements And Exhibits.

(d) Exhibits.

10.1 Amendment to Restricted Stock Agreement, dated July 12, 2013, by and between TG Therapeutics, Inc. and Michael S. Weiss.

10.2 Amendment to Restricted Stock Agreement, dated July 12, 2013, by and between TG Therapeutics, Inc. and Sean A. Power.

SIGNATURES

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.

TG Therapeutics, Inc.
(Registrant)

Date: July 16, 2013

By: /s/ Sean A. Power
Sean A. Power
Chief Financial Officer

INDEX TO EXHIBITS

Exhibit Number	Description
10.1	Amendment to Restricted Stock Agreement, dated July 12, 2013, by and between TG Therapeutics, Inc. and Michael S. Weiss.
10.2	Amendment to Restricted Stock Agreement, dated July 12, 2013, by and between TG Therapeutics, Inc. and Sean A. Power.

AMENDMENT TO RESTRICTED STOCK AGREEMENT

Amendment (this "Amendment") dated as of July 12, 2013 to the Restricted Stock Agreement (the "Agreement") dated May 16, 2012 by and between TG Therapeutics, Inc. (the "Company" or "TG") and Michael S. Weiss ("Weiss"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

WHEREAS, on May 16, 2012 Weiss received a grant of 1,500,000 restricted shares of TG common stock, \$0.001 par value, and pursuant to the Agreement 375,000 of such shares (the "Shares") are set to vest upon the first date that the Company achieves a Market Capitalization of \$300 million;

WHEREAS, the Company believes that it is in its best interest to amend the vesting schedule in the Agreement; and

WHEREAS, the Company and Weiss have agreed to amend the Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Amendments.

The vesting schedule on page 1 of the Agreement with regard to the Shares shall be amended by deleting the phrase "The first date that the Company achieves a Market Capitalization (as defined herein) of \$300 million" and inserting the phrase "The later to occur of: (a) the first date that the Company achieves a Market Capitalization (as defined herein) target of \$300 million and (b) December 15, 2014".

2. Effect on the Agreement.

(a) Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement" "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Agreement as amended hereby.

(b) Except as expressly amended, the Agreement and all other documents and agreements executed and/or delivered in connection therewith, shall remain in full force and effect.

3. Governing Law.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts.

This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, TG Therapeutics, Inc. and Michael S. Weiss have executed this Amendment to the Restricted Stock Agreement as of the date first written above.

TG THERAPEUTICS, INC.

By: /s/ Michael S. Weiss
Michael S. Weiss
Chief Executive Officer

/s/ Michael S. Weiss
Michael S. Weiss

AMENDMENT TO RESTRICTED STOCK AGREEMENT

Amendment (this "Amendment") dated as of July 12, 2013 to the Restricted Stock Agreement (the "Agreement") dated May 16, 2012 by and between TG Therapeutics, Inc. (the "Company" or "TG") and Sean A. Power ("Power"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

WHEREAS, on May 16, 2012 Power received a grant of 350,000 restricted shares of TG common stock, \$0.001 par value, and pursuant to the Agreement 87,500 of such shares (the "Shares") are set to vest upon the first date that the Company achieves a Market Capitalization of \$300 million;

WHEREAS, the Company believes that it is in its best interest to amend the vesting schedule in the Agreement; and

WHEREAS, the Company and Power have agreed to amend the Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Amendments.

The vesting schedule on page 1 of the Agreement with regard to the Shares shall be amended by deleting the phrase "The first date that the Company achieves a Market Capitalization (as defined herein) of \$300 million" and inserting the phrase "The later to occur of: (a) the first date that the Company achieves a Market Capitalization (as defined herein) target of \$300 million and (b) December 15, 2014".

2. Effect on the Agreement.

(a) Upon the effectiveness of this Amendment, each reference in the Agreement to "this Agreement" "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Agreement as amended hereby.

(b) Except as expressly amended, the Agreement and all other documents and agreements executed and/or delivered in connection therewith, shall remain in full force and effect.

3. Governing Law.

This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts.

This Amendment may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, TG Therapeutics, Inc. and Sean A. Power have executed this Amendment to the Restricted Stock Agreement as of the date first written above.

TG THERAPEUTICS, INC.

By: /s/ Michael S. Weiss

Michael S. Weiss

Chief Executive Officer

/s/ Sean A. Power

Sean A. Power