UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): **June 6, 2013**

ACCESS PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**0-9314**	**83-0221517**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2600 Stemmons Freeway, Suite 176, Dallas, TX	**75207**
(Address of principal executive offices)	(Zip Code)

(214) 905-5100
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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 (17 CFR 230.425)

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

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

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On June 6, 2013, Access Pharmaceuticals, Inc. (the "Company") entered into a License Agreement with AMAG Pharmaceuticals, Inc. ("AMAG"). Pursuant to the License Agreement, the Company has granted to AMAG an exclusive, royalty-bearing license, with the right to grant sublicenses, to certain intellectual property rights, including know-how, patents and trademarks, to use, import, offer for sale, sell, manufacture and commercialize MuGard™ mucoadhesive rinse ("MuGard") in the United States and its territories (the "U.S. Territory") for the management of all diseases or conditions of the oropharyngeal cavity, including mucositis. In addition, the Company has assigned to AMAG all of its right, title and interest in MuGard-related internet and social media outlets and other sales, marketing and promotional materials currently owned or controlled by the Company as the Company will no longer commercialize, market, promote, sell or make public communications relating to MuGard in the U.S. Territory, except as may be agreed to by AMAG. Under the License Agreement, AMAG must use commercially reasonable efforts to commercialize MuGard in the U.S. Territory.

In consideration for the license, AMAG will pay the Company an upfront payment of $3.3 million. AMAG has also agreed to pay to the Company royalties on future sales of MuGard until the later of (a) expiration of the licensed patents or (b) the tenth anniversary of the first commercial sale of MuGard in the U.S. Territory (the "Royalty Term"). These tiered, double-digit royalty rates decrease after the expiration of the licensed patents and are subject to off-set against certain AMAG expenses. After the expiration of the Royalty Term, the license shall become a fully paid-up, royalty-free and perpetual license in the U.S. Territory.

The Company will continue to manufacture MuGard and AMAG and the Company have agreed to enter into Quality and Supply Agreements under which AMAG will purchase MuGard inventory from the Company. AMAG's inventory purchases will be at the price actually paid by the Company to purchase it from a third-party plus a mark-up to cover administration, handling and overhead.

AMAG is obligated to periodically provide the Company with reports on sales figures for purposes of verifying applicable royalties. The Company is responsible for maintenance of the licensed patents in the U.S. Territory at its own expense, and AMAG retains the first right to enforce any licensed patent against third party infringement in the U.S. Territory. In addition, the License Agreement specifies arrangements relating to product complaints and recalls, regulatory events, quality inspections and transition services. The License Agreement provides that during the term of the License Agreement, the parties will not, directly or indirectly, research, develop, market, sell or commercialize any medical devices that directly compete with MuGard for the treatment of any diseases or conditions of the oropharyngeal cavity in the U.S. Territory. Further, AMAG and the Company generally agree to indemnify each other and their respective affiliates for damages resulting from the respective party's (a) willful misconduct or negligence, (b) manufacture, commercialization, use or other disposition of MuGard as provided in the License Agreement, or (c) breach of the License Agreement.

Under the terms of the License Agreement, neither party may assign the License Agreement without the prior written consent of the other party other than in connection with the acquisition of such party. The License Agreement terminates at the end of the Royalty Term, but is subject to early termination by AMAG for convenience and by either party upon an uncured breach by or bankruptcy of the other party.

The foregoing description of the License Agreement is qualified in its entirety by reference to the available text of the License Agreement, a redacted copy of which will be filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2013.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The Company hereby furnishes the following exhibits:

99.1 Press Release dated June 10, 2013.

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.

Access Pharmaceuticals, Inc.
(Registrant)

By: /s/ Stephen B. Thompson

Stephen B. Thompson

Vice President and
Chief Financial Officer

Date: June 10, 2013

EXHIBIT INDEX

Exhibit Number	
99.1	Press Release dated June 10, 2013

EXHIBIT 99.1

Access Pharmaceuticals, Inc.

ACCESS NEWS

Access Pharmaceuticals Signs US License Agreement With AMAG Pharmaceuticals For MuGard

DALLAS and NEW YORK, June 10, 2013 /PRNewswire/ -- ACCESS PHARMACEUTICALS, INC. (OTCBB: ACCP), an emerging biopharmaceutical company, today announced that it had entered into an exclusive license agreement with AMAG Pharmaceuticals, Inc. (NASDAQ: AMAG) related to the commercialization of MuGard™ in the US and its territories. Under the terms of the license agreement, Access will receive an upfront licensing fee of $3.3 million and a tiered, double digit royalty on net sales of MuGard in the licensed territories. AMAG will also purchase existing MuGard inventory from Access. MuGard is an oral mucoadhesive that is designed to manage oral mucositis by forming a protective hydrogel coating over the oral mucosa to shield the membranes of the mouth and tongue. Oral mucositis is a common side effect of cancer treatments, with approximately 400,000 patients developing the condition each year.

"I am pleased to announce this license agreement with AMAG Pharmaceuticals, as we believe that expansion of reach is critical to the commercial success of MuGard," said Jeffrey B. Davis, President and CEO of Access Pharmaceuticals, Inc. "AMAG's domestic presence, resources, and strategic emphasis on expansion of product offerings in complementary therapeutic areas, makes them ideally suited to enhance MuGard commercialization MuGard here in the US."

"Oral mucositis can be a frequent and problematic side effect of both chemotherapy and radiation therapy for cancer patients," said Greg Madison, chief commercial officer of AMAG. "We believe that MuGard could become a category leader in the hands of our skilled sales force and that our experienced commercial team, our relationships with hematology/oncology practices and our partnerships with key group purchasing organizations can help drive significant growth of this brand."

About MuGard

MuGard™ Mucoadhesive Oral Wound Rinse is indicated for the management of oral mucositis/stomatitis (that may be caused by radiotherapy and/or chemotherapy) and all types of oral wounds (mouth sores and injuries), including aphthous ulcers/canker sores and traumatic ulcers, such as those caused by oral surgery or ill-fitting dentures or braces.

About Access:

Access Pharmaceuticals, Inc. is an emerging biopharmaceutical company that develops and commercializes proprietary products for the treatment and supportive care of cancer patients. Access markets MuGard™ (www.MuGard.com), a prescription oral rinse for the management of mucositis and is developing multiple products, including ProLindac™, an investigational DACH platinum drug. The Company also has other advanced drug delivery technologies including CobaCyte™-mediated targeted delivery and CobOral-oral drug delivery, its proprietary nanopolymer delivery technology based on the natural vitamin B12 uptake mechanism. For additional information on Access Pharmaceuticals, please visit our website at www.accesspharma.com.

This press release contains certain statements that are forward-looking within the meaning of Section 27a of the Securities Act of 1933, as amended, and that involve risks and uncertainties. These statements include those relating to: our cash burn rate, clinical trial plans and timelines and clinical results for ProLindac, MuGard and Cobalamin, our ability to achieve clinical and commercial success and our ability to successfully develop marketed products. These statements are subject to numerous risks, including but not limited to Access' need to obtain additional financing in order to continue the clinical trial and operations and to the risks detailed in Access' Annual Reports on Form 10-K and other reports filed by Access with the Securities and Exchange Commission.

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