

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 28, 2014

RETROPHIN, INC.

(Exact name of registrant as specified in its charter)

Delaware

001-36257

27-4842691

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

777 Third Avenue, 22nd Floor, New York, NY

10017

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (646) 837-5863

(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 July 28, 2014, Retrophin, Inc. (the “Company”) entered into a First Amendment to Trademark License and Supply Agreement (the “First Amendment”) with Mission Pharmacal Company (“Mission”) to amend the Trademark License & Supply Agreement (the “Agreement”), made effective as of May 29, 2014, between Mission and the Company. The First Amendment revises the territory covered by the Agreement, at no additional cost or expense, to include the United States and Canada, as allowed by Canadian regulations for compassionate use.

The foregoing description of the First Amendment does not purport to be complete and is qualified in its entirety by reference to the First Amendment, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

10.1 First Amendment to Trademark License and Supply Agreement, effective as of July 28, 2014, by and between Mission Pharmacal Company and Retrophin, Inc.

SIGNATURE

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

RETROPHIN, INC.

Date: July 29, 2014

By: /s/ Marc Panoff

Name: Marc Panoff

Title: Chief Financial Officer

FIRST AMENDMENT TO TRADEMARK LICENSE AND SUPPLY AGREEMENT

A Trademark License and Supply Agreement (the "Agreement") was entered into by and between MISSION PHARMACAL COMPANY ("Mission") and RETROPHIN, INC. ("Retrophin") on May 28, 2014.

WITNESSETH

WHEREAS, Mission and Retrophin have mutually agreed to amend the services and conditions of service and hereby amend the Agreement accordingly. The Amended Section of the Agreement set forth below shall replace in its entirety the same numbered Section in the Agreement and is incorporated into the Agreement as a binding Section of the Agreement on the Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is agreed that the following Section shall be amended as follows:

Amended Section 2.6 of the Agreement shall read as follows:

2.6 "Territory" means the United States of America and Canada, as allowed by Canadian regulations for compassionate use.

This First Amendment is effective as of July 28, 2014.

RETROPHIN, INC.

MISSION PHARMACAL COMPANY

By: /s/ Stephen J. Aselage

By: /s/ Thomas J. Dooley

Name: Stephen J. Aselage

Name: Thomas J. Dooley

Title: President

Title: Chief Financial Officer