

**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): **November 29, 2013**

Aastrom Biosciences, Inc.

(Exact name of registrant as specified in its charter)

Michigan
(State or other jurisdiction
of incorporation)

001-35280
(Commission
File Number)

94-3096597
(I.R.S. Employer
Identification No.)

**24 Frank Lloyd Wright Drive, P.O. Box
376, Ann Arbor, Michigan**
(Address of principal executive offices)

48106
(Zip Code)

Registrant's telephone number, including area code: **(734) 418-4400**

Not Applicable

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 16, 2011, Aastrom Biosciences, Inc., a Michigan corporation (the "Company") entered into an At Market Issuance Sales Agreement (the "Sales Agreement") with MLV & Co. LLC ("MLV") pursuant to which the Company has previously sold an aggregate of \$4.4 million of its common stock through MLV, acting as agent. On November 29, 2013, the Company and MLV entered into an Amendment No. 1 to the Sales Agreement in order to reference a new registration statement and prospectus under which sales can be made (because of the expiration of the prior registration statement). The amendment left unchanged the aggregate offering price which may be offered under the Sales Agreement and approximately \$15.9 million remains available for issuance.

The description of Amendment No. 1 to the Sales Agreement set forth above is qualified in its entirety by reference to the Amendment No. 1 to At Market Issuance Sales Agreement filed as an exhibit to this Current Report on Form 8-K and incorporated herein by this reference. The original At Market Issuance Sales Agreement was previously filed by the Company as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on June 16, 2011.

The shares will be issued pursuant to the Company's shelf registration statement (the "Registration Statement") on Form S-3 (File No. 333-174945) filed on June 16, 2011 with the SEC. In connection with the offering contemplated by the Sales Agreement, the Company has filed a prospectus supplement, dated November 29, 2013 to the prospectus, dated July 18, 2011 that is part of the Registration Statement.

Item 9.01. Financial Statements and Exhibits.

- (d) Exhibits.

**Exhibit
Number**

Description

- 1.1 Amendment No.1 to At Market Issuance Sales Agreement between Aastrom Biosciences, Inc. and MLV & Co. LLC dated November 29, 2013.
 - 5.1 Opinion of Dykema Gossett PLLC
 - 23.1 Consent of Dykema Gossett PLLC (included as part of Exhibit 5.1)
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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.

Aastrom Biosciences, Inc.

Date: November 29, 2013

By: /s/ Dominick C. Colangelo

Name: Dominick C. Colangelo

Title: President and Chief Executive Officer

Index to Exhibits

<u>Exhibit Number</u>	<u>Description</u>
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5.1	Opinion of Dykema Gossett PLLC
23.1	Consent of Dykema Gossett PLLC (included as part of Exhibit 5.1)

AMENDMENT NO. 1 TO AT MARKET ISSUANCE SALES AGREEMENT

November 29, 2013

MLV & Co. LLC (formerly known as McNicoll, Lewis & Vlak LLC)
1251 Avenue of the Americas, 41st Floor
New York, NY 10020

Ladies and Gentlemen:

Aastrom Biosciences, Inc., a Michigan corporation (the "Company"), and McNicoll, Lewis & Vlak LLC (n/k/a MLV & Co. LLC) ("MLV"), are parties to that certain At Market Issuance Sales Agreement dated June 16, 2011 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1. Section 1 of the Original Agreement is hereby deleted and replaced with the following:

"Issuance and Sale of Shares. The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through MLV, shares (the "Placement Shares") of the Company's common stock, no par value per share (the "Common Stock") provided however, that in no event shall the Company issue or sell through MLV such number of Placement Shares that (a) exceeds the number of shares of Common Stock registered on the effective Registration Statement (as defined below) pursuant to which the offering is being made, or (b) exceeds the number of authorized but unissued shares of the Company's Common Stock (the lesser of (a) and (b), the "Maximum Amount"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitations set forth in this Section 1 on the amount of Placement Shares issued and sold under this Agreement shall be the sole responsibility of the Company and that MLV shall have no obligation in connection with such compliance. The issuance and sale of Placement Shares through MLV will be effected pursuant to the Registration Statement (as defined below) filed by the Company and declared effective by the Securities and Exchange Commission (the "Commission"), although nothing in this Agreement shall be construed as requiring the Company to use the Registration Statement to issue Common Stock.

The Company has filed, in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act") and the rules and regulations thereunder (the "Securities Act Regulations"), with the Commission a registration statement on Form S-3 (File No. 333-174945) (the "New Registration Statement"), including a base prospectus, relating to certain securities, including the Placement Shares to be issued from time to time by the Company, and which incorporates by reference

documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder (the "Exchange Act Regulations"). The Company has prepared a prospectus supplement specifically relating to the Placement Shares (the "Prospectus Supplement") to the base prospectus included as part of the New Registration Statement. The Company will furnish to MLV, for use by MLV, copies of the prospectus included as part of the New Registration Statement, as supplemented by the Prospectus Supplement, relating to the Placement Shares. Except where the context otherwise requires, the New Registration Statement, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act Regulations or deemed to be a part of such registration statement pursuant to Rule 430B of the Securities Act Regulations, is herein called the "Registration Statement." The base prospectus included in the Registration Statement, as it may be supplemented by the Prospectus Supplement, in the form in which such prospectus and/or Prospectus Supplement have most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act Regulations is herein called the "Prospectus". Any reference herein to the Registration Statement, the Prospectus or any amendment or supplement thereto shall be deemed to refer to and include the documents incorporated by reference therein, and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement or the Prospectus shall be deemed to refer to and include the filing after the execution hereof of any document with the Commission deemed to be incorporated by reference therein (the "Incorporated Documents").

For purposes of this Agreement, all references to the Registration Statement, the Prospectus or to any amendment or supplement thereto shall be deemed to include the most recent copy filed with the Commission pursuant to its

Electronic Data Gathering Analysis and Retrieval System, or if applicable, the Interactive Data Electronic Application system when used by the Commission (collectively, "EDGAR")."

2. All references to McNicoll, Lewis & Vlak LLC in the Original Agreement are deleted and replaced by "MLV & Co. LLC", and the references to "June 16, 2011" set forth in Schedule I and Exhibit 7(1) of the Original Agreement are revised to read "June 16, 2011 (as amended by Amendment No. 1 to At Market Issuance Sales Agreement, dated November 29, 2013)".
3. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.
4. Entire Agreement; Amendment; Severability. This Amendment No. 1 to Sales Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and

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undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement, and the reference to "time of execution of this Agreement" set forth in Section 13(a) shall continue to refer to the time of execution of the Original Agreement.

5. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

6. Waiver of Jury Trial. The Company and MLV each hereby irrevocably waives any right it may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

7. Counterparts. This amendment 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. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

[Remainder of Page Intentionally Blank]

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If the foregoing correctly sets forth the understanding among the Company and MLV, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Agreement between the Company and MLV.

Very truly yours,

AASTROM BIOSCIENCES, INC.

By: /s/ Dominick C. Colangelo

Name: Dominick C. Colangelo

Title: President and Chief Executive Officer

ACCEPTED as of the date first-above written:

MLV & CO. LLC

By: /s/ Dean M. Colucci

Name: Dean M. Colucci

Title: President and Chief Operating Officer



Dykema Gossett PLLC
 39577 Woodward Avenue, Suite 300
 Bloomfield Hills, MI 48304
 WWW.DYKEMA.COM
 Tel: (248) 203-0700
 Fax: (248) 203-0763

November 29, 2013

Aastrom Biosciences, Inc.
 Domino's Farms, Lobby K
 24 Frank Lloyd Wright Drive
 Ann Arbor, MI 48105

Ladies and Gentlemen:

We have acted as special counsel to Aastrom Biosciences Inc., a Michigan corporation (the "**Company**"), in connection with the filing with the Securities and Exchange Commission (the "**Commission**") of a prospectus supplement (the "**Prospectus Supplement**") to the Company's registration statement on Form S-3 (Registration No. 333-174945), as amended to date (the "**Registration Statement**"), under the Securities Act of 1933, as amended (the "**Act**"). The Prospectus Supplement relates to the issuance and sale from time to time by the Company through MLV & Co. LLC, acting as agent and/or principal (the "**Sales Agent**") of up to \$6,153,000 in the aggregate offering price of shares (the "**Shares**") of common stock of the Company, no par value per share (the "**Common Stock**"), pursuant to that certain at-the-market sales agreement, dated June 16, 2011, as amended by Amendment No. 1 on November 29, 2013 (as amended, the "**Sales Agreement**"), by and between the Company and MLV. The term "Shares" shall include any additional shares of common stock registered by the Company pursuant to Rule 462(b) under the Act in connection with the offering contemplated by the Registration Statement.

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issuance of the Shares. As such special counsel, we have examined such documents and such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. In rendering the opinion expressed below, we have assumed without verification the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted as originals, the conformity to the originals

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of all documents submitted to us as copies and the authenticity of the originals of such copies. We are opining herein as to the Michigan Business Corporation Act (the "**MBCA**"), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, the Shares have been duly authorized and when the Shares shall have been issued by the Company against payment therefor in accordance with the terms the Sales Agreement, the Shares will be validly issued, fully paid and nonassessable.

In rendering the foregoing opinion, we have assumed that (i) the Sales Agreement is enforceable in accordance with its terms, (ii) payment and delivery of the Shares is made in accordance with the terms set forth in the Sales Agreement and other agreements and documents relating to the issuance and sale of the Shares and (iii) upon the issuance of any of the Shares, the total number of shares of Common Stock issued and outstanding will not exceed the total number of shares of Common Stock that the Company is then authorized to issue under its Amended and Restated Certificate of Incorporation, as amended.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Company's Form 8-K dated November 29, 2013 and to the reference to our firm in the Prospectus under the heading "Legal

Matters.” In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

DYKEMA GOSSETT PLLC

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