

Thomson David
Form 4
August 23, 2017

FORM 4

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

OMB APPROVAL

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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. See Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Thomson David

(Last) (First) (Middle)
30930 RUSSELL RANCH ROAD, SUITE 301
(Street)

WESTLAKE VILLAGE, CA 91362

(City) (State) (Zip)

2. Issuer Name and Ticker or Trading Symbol
MANKIND CORP [MNKD]

3. Date of Earliest Transaction (Month/Day/Year)
08/21/2017

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

___ Director ___ 10% Owner
X Officer (give title below) ___ Other (specify below)
Corp VP & General Counsel

6. Individual or Joint/Group Filing(Check Applicable Line)
X Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Ownership (Instr. 4)
				(A) or (D)	Price		
Common Stock, \$.01 Par Value	08/21/2017		F(1)	183 D	\$ 1.46	34,540	D
Common Stock, \$.01 Par Value	08/22/2017		F(1)	170 D	\$ 1.41	34,370	D

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

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Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8. Price of Derivative Security (Instr. 5)	9. Number of Derivative Securities Owned Beneficially (Instr. 5)
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Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Thomson David 30930 RUSSELL RANCH ROAD SUITE 301 WESTLAKE VILLAGE, CA 91362			Corp VP & General Counsel	

Signatures

/s/ David Thomson 08/23/2017

**Signature of Reporting Person Date

Explanation of Responses:

- * If the form is filed by more than one reporting person, see Instruction 4(b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) Shares withheld to satisfy the tax liability incident to the vesting of previously reported restricted stock units.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. 49 Franklin Cash Reserves Fund 150,098,847 600,000 FRANKLIN TEMPLETON FUND ALLOCATOR SERIES (10) (FTFAS) Franklin Advisors, Inc. 185 723 Franklin Templeton Perspectives Allocation Fund 276,687,640 750,000 Franklin Advisors, Inc. 427 4389 FTFAS-Franklin Templeton 2015 Retirement Target Fund 16,757,642 225,000 Franklin Advisors, Inc. 445 4390 FTFAS-Franklin Templeton 2025 Retirement Target Fund 13,728,131 200,000 Franklin Advisors, Inc. 446 4391 FTFAS-Franklin Templeton 2035 Retirement Target Fund 7,742,898 175,000 Franklin Advisors, Inc. 451 4392 FTFAS-Franklin Templeton 2045 Retirement Target Fund 4,563,295 125,000 Franklin Advisors, Inc. 470 4467 Franklin Templeton Corefolio Allocation Fund 633,744,096 900,000 Franklin Advisors, Inc. 481 4468 Franklin Templeton Founding Funds Allocation Fund 13,363,886,554 2,500,000 Franklin Advisors, Inc. 484 4484 Franklin Templeton Conservative Target Fund 457,240,665 750,000 Franklin Advisors, Inc. 485 4485 Franklin Templeton Moderate Target Fund 728,491,483 900,000 486 4486 Franklin

Templeton Growth Target Fund 544,837,522 900,000 THE MONEY MARKET PORFOLIOS (1) (TMMP) Franklin Advisors, Inc. 184 4184 Money Market Portfolio 7,013,568,325 2,500,000 FRANKLIN TEMPLETON GLOBAL TRUST (1) Franklin Advisors, Inc. 412 4212 Franklin Templeton Hard Currency Fund 691,359,987 900,000 Franklin Mutual Advisers, LLC. 471 4447 Franklin Mutual Recovery Fund 375,985,938 750,000 Templeton Global Advisors Limited 101 105 Templeton Growth Fund, Inc. 28,919,932,032 2,500,000 Franklin Templeton Investments Corp. 103 30 Templeton Global Smaller Companies Fund 1,190,628,834 1,500,000 TEMPLETON FUNDS (2) Templeton Global Advisors Limited 102 31 Templeton World Fund 8,163,722,626 2,500,000 Templeton Global Advisors Limited 104 37 Templeton Foreign Fund 10,003,707,914 2,500,000 Templeton Investment Counsel, LLC 415 201 Templeton Global Opportunities Trust 1,081,859,485 1,250,000 TEMPLETON INCOME TRUST (2) Franklin Advisors, Inc. 406 97 Templeton Global Bond Fund 10,625,609,804 2,500,000 Franklin Advisors, Inc. 447 12052 Templeton International Bond Fund 15,128,388 225,000 TEMPLETON GLOBAL INVESTMENT TRUST (3) Templeton Asset Management Ltd. 405 4494 Templeton BRIC Fund 941,134,567 1,000,000 Templeton Global Advisors Limited 425 4290 Templeton Income Fund 1,013,237,383 1,250,000 Templeton Asset Management Ltd. 426 4398 Templeton Emerging Markets Small Cap Fund 96,106,002 450,000 Templeton Investment Counsel, LLC TEMPLETON INSTITUTIONAL FUNDS (4) Templeton Investment Council, LLC 442 12332 Global Equity Series 118,286,005 525,000 Templeton Investment Council, LLC 454 243 Foreign Equity Series 7,448,793,181 2,500,000 Templeton Asset Management Ltd. 456 540 Emerging Markets Series Fund 2,600,292,992 1,900,000 Franklin Advisors, Inc. 458 4562 Foreign Smaller Companies Series 122,533,933 525,000 Franklin Advisors, Inc. 946 146 Templeton Global Income Fund 1,146,189,931 1,250,000 Franklin Advisors, Inc. 555 555 Templeton Emerging Markets Income Fund 670,023,676 900,000 Templeton Asset Management Ltd. 581 581 Templeton Dragon Fund, Inc. 1,088,812,969 1,250,000 Templeton Asset Management Ltd. 911 111 Templeton Emerging Markets Fund 392,295,556 750,000 Templeton Asset Management Ltd. 711 505 Templeton Developing Markets Trust 4,354,422,366 2,500,000 Templeton Asset Management Ltd. 188 4473 Templeton China World Fund 938,407,568 1,000,000 Templeton Asset Management Ltd. 337 337 Templeton Russia & East European Fund, Inc. 341,971,870 750,000 Franklin Mutual Advisers, LLC. FRANKLIN MUTUAL SERIES FUND (6) Franklin Mutual Advisers, LLC. 474 435 Mutual Shares Fund 20,891,236,271 2,500,000 Franklin Mutual Advisers, LLC. 475 434 Mutual Qualified Fund 5,586,257,932 2,500,000 Franklin Mutual Advisers, LLC. 476 431 Mutual Beacon Fund 6,304,876,500 2,500,000 Franklin Mutual Advisers, LLC. 477 432 Mutual Discovery Fund 15,621,926,779 2,500,000 Franklin Mutual Advisers, LLC. 478 433 Mutual European Fund 2,506,220,594 1,900,000 479 666 Mutual Financial Services Fund 667,335,651 900,000 ----- TOTAL: \$ 360,931,184,669 \$ 174,600,000

===== AMENDED AND RESTATED ALLOCATION AGREEMENT This Amended and Restated Allocation Agreement ("Agreement") is made as of the 12th day of November 2008, by and among the funds listed on Schedule A of this Agreement (hereafter collectively referred to as the "Funds") and the non-funds described on Schedule B of this Agreement (hereafter collectively referred to as the "Non-Funds"). The Funds and Non-Funds are hereafter collectively referred to as the "Insured." This Agreement is entered into under the following circumstances: A. Section 17(g) of the Investment Company Act of 1940 (the "Act") provides that the Securities and Exchange Commission ("SEC") is authorized to require that the officers and employees of registered management investment companies be bonded against larceny and embezzlement, and the SEC has promulgated rules and regulations dealing with this subject ("Rule 17g-1"); B. The Funds and the Non-Funds are named as joint insureds under the terms of certain bonds or policies of insurance which insure against larceny and embezzlement of officers and employees (the "Fidelity Bonds"); C. A majority of those members of the Board of Directors/Trustees of each of the Funds, who are not "interested persons" as defined by Section 2(a)(19) of the Act, have given due consideration to all factors relevant to the form, amount and apportionment of premiums and recoveries on the Fidelity Bonds and each such Board of Directors/Trustees of each Fund has approved the term and amount of the Fidelity Bonds, the portion of the premiums payable by that party, and the manner in which recovery of said Fidelity Bonds, if any, shall be shared by and among the parties hereto as hereinafter set forth; and D. The Insureds now desire to enter into the agreement required by Rule 17g-1(f) to establish the manner in which payment of premiums and recovery on said Fidelity Bonds, if any, shall be shared. NOW, THEREFORE, IT IS HEREBY AGREED by and among the parties hereto as follows: 1. PAYMENT OF PREMIUMS The premium shall be allocated between the Insured in accordance with the requirements of Rule 17g-1(e). The portion of the premium which is allocated to the Funds shall be divided among the Funds as follows: each Fund shall pay that percentage of each premium when due under the Fidelity Bonds which is

derived by a fraction, (i) the denominator of which is the total assets of all of the Funds combined at the time any premium is due; and (ii) the numerator of which is the total assets of each of the Funds individually at the time any premium is due. 2. ALLOCATION OF RECOVERIES (a) If more than one of the parties hereto is damaged in a single loss for which recovery is received under the Fidelity Bonds, each such party shall receive that portion of the recovery which represents the loss sustained by that party, unless the recovery is inadequate fully to indemnify each such party sustaining a loss. (b) If the recovery is inadequate fully to indemnify each such party hereto sustaining a loss, the recovery shall be allocated among such parties in the following order: (i) Each Insured sustaining a loss shall be allocated an amount equal to the lesser of its actual loss or an amount in the proportion that each such Insured's last payment of premium bears to the sum of the last such premium payments of all such Insureds, except that if this allocation would result in any Fund, including those Fund(s) created during the policy term that have paid no premium as provided for in paragraph 4 of this Agreement, receiving less than the minimum amount of recovery under the Fidelity Bonds which would be required to be maintained by such party under a single insured fidelity bond in accordance with the provision of Rule 17g-1(d)(1) (determined as of the time of the loss) (the "Single Insured Minimum"), then first from the share allocated to the non-Funds, sufficient monies shall be re-allocated to the Funds to bring the share of each Fund up to the Single Insured Minimum (determined as of the time of the loss). The basis of each reallocation from each of the non-Funds sustaining a loss to Funds sustaining a loss shall be the proportion that each such non-Fund's last payment of premium bears to the sum of the last such premium payments of all such non-Funds. To the extent this reallocation from non-Funds to Funds is still insufficient to bring the share of each Fund sustaining a loss up to the Single Insured Minimum (determined as of the time of the loss), then second, from the share allocated to Funds sustaining a loss whose allocation exceeds the Single Insured Minimum amount for the Fund, sufficient monies will be reallocated, to the extent possible, to the other Funds sustaining a loss to bring the share of each Fund sustaining a loss up to the Single Insured Minimum (determined as of the time of loss). The basis of such reallocation from Funds sustaining a loss to other Funds sustaining a loss shall be the proportion that each such Fund's last payment of premium bears to the last such premium payments of all such Funds. (ii) The remaining portion of the proceeds shall be allocated to each party sustaining a loss not fully covered by the allocation under subparagraph (i) in the proportion that each such party's last payment of premium bears to the sum of the last such premium payment of all such parties. If such allocation would result in any party sustaining a loss receiving a portion of the recovery in excess of the loss actually sustained by such party, the aggregate of each excess portion shall be allocated among the other parties whose losses would not be fully indemnified in the same proportion that each such party's last payment of premium bears to the sum of the last such premium payments of all parties entitled to receive a share of the excess. Any allocation in excess of a loss actually sustained by any such party shall be reallocated in the same manner. 3. OBLIGATION TO MAINTAIN MINIMUM COVERAGE Each of the Funds represents and warrants to each of the other parties hereto that it has determined the amount of its Single Insured Minimum as of the date hereof and that such Single Insured Minimum is included in the coverage of the Fidelity Bonds. Each of the Funds agrees that it will determine, no less often than at the end of each calendar quarter, the Single Insured Minimum which would be required of it if a determination with respect to the adequacy of the coverage were then currently being made. In the event that the total amount of the minimum coverages thus determined exceeds the total amount of coverage of then effective Fidelity Bonds, management of each of the Funds will be notified and will determine whether it is necessary or appropriate to increase the total amount of coverage of the Fidelity Bonds to an amount not less than the total amount of such minimums, or to secure such excess coverage for one or more of the parties hereto, which, when added to the total coverage of the Fidelity Bonds, will equal an amount not less than the total amount of such minimums. Each Fund agrees to pay its fair (taking into account all of the then existing circumstances) portion of the new or additional premium; provided that in the event that a Fund elects to terminate this Agreement (as to itself as a party hereto pursuant to paragraph 5) and its participation in the joint-insured Fidelity Bonds on or prior to the effective date of the new or additional premium, such party shall not pay any portion of the new or additional premium. 4. NEWLY CREATED FUNDS OR NON-FUNDS The parties hereto agree that during the policy term any newly created Fund(s) or non-Fund(s) can be added as joint Insured on the Fidelity Bonds and can be added as parties to this Agreement, as then currently amended or restated, in the case of this Agreement, by attaching a revised Schedule A and/or Schedule B, as applicable, to this Agreement that reflects the addition of such newly created Fund(s) or non-Fund(s); provided that such revised Schedule A and/or Schedule B is signed by the proper officers of the Insured that are authorized to execute this Agreement and is dated with the as of date upon which such addition(s)

is effective. The newly created Fund(s) or non-Fund(s) that are added as joint Insured on the Fidelity Bonds and to this Agreement, as then currently amended or restated, will not be required to pay any premium during the then current policy term of the Fidelity Bonds, unless, pursuant to paragraph 3 of this Agreement, an increase in the total amount of coverage is required. Each of such newly created Fund(s) or non-Fund(s) that are added as joint Insured agrees to pay its proportionate share of any new or additional premium, as outlined in paragraph 3 to this Agreement, and to be bound by all other terms and conditions of this Agreement. 5. SUCCESSORS This Agreement shall apply to the present Fidelity Bond coverage and any renewal or replacement thereof and shall continue until terminated as to any party by such party hereto giving not less than sixty days' notice to the other parties hereto in writing. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and any successor or successors to a party hereto resulting from a change in domicile or form of corporate, trust or similar organization of such party. 6.

AUTHORIZATION TO EXECUTE; COUNTERPARTS The parties hereby agree that the proper officers of the Insured are authorized to execute this Agreement, and any amendments thereto, on behalf of the parties to this Agreement. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. THE FUNDS LISTED ON SCHEDULE A OF THIS AGREEMENT, AND THE NON-FUNDS DESCRIBED ON SCHEDULE B OF THIS AGREEMENT By: /s/ CRAIG S. TYLE Name: Craig S. Tyle SCHEDULE A FUNDS Franklin California Tax-Free Income Fund Franklin California Tax-Free Trust Franklin Capital Growth Fund Franklin Custodian Funds Franklin Federal Tax-Free Income Fund Franklin Floating Rate Master Trust Franklin Global Trust Franklin Gold and Precious Metals Fund Franklin High Income Trust Franklin Investors Securities Trust Franklin Managed Trust Franklin Money Fund Franklin Municipal Securities Trust Franklin Mutual Recovery Fund Franklin Mutual Series Funds. Franklin New York Tax-Free Income Fund Franklin New York Tax-Free Trust Franklin Real Estate Securities Trust Franklin Strategic Mortgage Portfolio Franklin Strategic Series Franklin Tax-Free Trust Franklin Tax-Exempt Money Fund Franklin Templeton Fund Allocator Series Franklin Templeton Global Trust Franklin Templeton International Trust Franklin Templeton Limited Duration Income Trust Franklin Templeton Money Fund Trust Franklin Templeton Variable Insurance Products Trust Franklin Universal Trust Franklin Value Investors Trust Institutional Fiduciary Trust The Money Market Portfolios Templeton Growth Fund, Inc. Templeton Funds Templeton Global Smaller Companies Fund Templeton Income Trust Templeton Developing Markets Trust Templeton Global Opportunities Trust Templeton Institutional Funds Templeton Global Investment Trust Templeton China World Fund Templeton Emerging Markets Fund Templeton Global Income Fund Templeton Emerging Markets Income Fund Templeton Dragon Fund, Inc. Templeton Russia and East European Fund, Inc. SCHEDULE B NON-FUNDS Franklin Resources, Inc. and its subsidiaries.