

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): **September 3, 2008**

QUESTCOR PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

California
(State or Other Jurisdiction
of Incorporation)

001-14758
(Commission File Number)

33-0476164
(I.R.S. Employer
Identification No.)

3260 Whipple Road Union City, California
(Address of Principal Executive Offices)

94587
(Zip Code)

Registrant's telephone number, including area code: **(510) 400-0700**

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 (see General Instruction A.2. below):

- 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))
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Item 1.01. Entry into a Material Definitive Agreement.

On September 3, 2008, Questcor Pharmaceuticals, Inc. (the “Company”) and Inverlochy Consultadoria & Servicos L.D.A., a corporation organized under the laws of Portugal and owned by Claudio Cavazza (“Inverlochy”) entered into a Stock Purchase Agreement (the “Agreement”) pursuant to which the Company purchased 1,800,000 shares (the “Shares”) of the Company’s Common Stock owned by Inverlochy for an aggregate cash purchase price of \$9,108,000, or \$5.06 per share.

The preceding discussion of the material terms of the Agreement is qualified in its entirety by reference to the entire text of the Agreement, filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by this reference.

Item 7.01. Regulation FD Disclosure.

On September 4, 2008, the Company issued a press release announcing the Stock Purchase Agreement with Inverlochy, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by this reference.

The foregoing information is furnished pursuant to Item 7.01 and shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Stock Purchase Agreement, by and between Questcor Pharmaceuticals, Inc. and Inverlochy Consultadoria & Servicos L.D.A., dated September 3, 2008.
99.1	Questcor Pharmaceuticals, Inc. Press Release dated September 4, 2008.

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SIGNATURES

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

Date: September 9, 2008

QUESTCOR PHARMACEUTICALS, INC.

By: /s/ George Stuart

George Stuart

Senior Vice President, Finance, and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit Description</u>
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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made and entered into this 3rd day of September, 2008, by and between QUESTCOR PHARMACEUTICALS, INC., a California corporation (the "Company") and INVERLOCHY CONSULTADORIA & SERVICOS L.D.A., a corporation organized under the laws of Portugal ("Shareholder").

RECITALS

A. Shareholder holds of record Four Million Seven Hundred and One Thousand and Four Hundred and Forty-Five (4,701,445) shares of the Common Stock, no par value, of the Company.

B. The Company desires to repurchase One Million and Eight Hundred Thousand (1,800,000) of the shares from Shareholder (the "Repurchased Shares") and Shareholder desires to sell the Repurchased Shares to the Company, for an aggregate repurchase consideration equal to Nine Million and One Hundred-Eight Thousand U.S. Dollars (\$9,108,000) (the "Repurchase Price") representing a per share price of Five U.S. Dollars and Three Cents (\$5.06), all on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENTRepurchase.

Shareholder agrees to and does hereby sell, transfer and convey to the Company the Repurchased Shares, free and clear of all liens, claims and encumbrances, and the Company agrees to and does hereby purchase the Repurchased Shares. In consideration of the sale and transfer of the Repurchased Shares, the Company shall pay to Shareholder the Repurchase Price, all on the terms set forth in this Agreement. As a result of the repurchase, in accordance with the Company's Articles of Incorporation and the California General Corporation Law, the Repurchased Shares shall return to the status of authorized but unissued shares of the Company.

Deliveries.

The Company shall pay to Shareholder the Repurchase Price by wire transfer in immediately available funds. Promptly following the date of this Agreement, Shareholder shall deliver to the Company duly executed stock powers in the form of Exhibit A attached hereto transferring the Repurchased Shares to the Company and stock certificates including the Repurchased Shares registered in the name of such Shareholder for cancellation and return to the Company's stock record book. Upon receipt of the stock certificates and duly executed stock powers, the Company shall direct its transfer agent to issue a new stock certificate representing the remaining shares included in the stock certificates delivered by Shareholder to the Company. Shareholder has provided the correct wire transfer instructions to effect the wire transfer to the Company.

Representations, Warranties and Covenants of the Shareholder. Shareholder hereby represents, warrants and covenants to the Company as follows:

Legal Power. Shareholder has the requisite legal power and authority to enter into this Agreement, to deliver the Repurchased Shares and to carry out and perform its obligations under the terms of this Agreement, without obtaining the approval or consent of any other party or authority.

Title to Shares. Shareholder owns the Repurchased Shares free and clear of all liens, charges, claims, encumbrances, security interests, equities, restrictions on transfer (other than restrictions under applicable securities laws) or other defects in title of any kind or description and, upon delivery of the Repurchased Shares and receipt of the Repurchase Price therefor, Shareholder will convey to the Company valid and marketable title to the Repurchased Shares, free and clear of all liens, charges, claims, encumbrances, security interests, equities, restrictions on transfer (other than restrictions under applicable securities laws) or other defects in title or description.

Investment Representations. Due to Shareholder's pharmaceutical industry experience, Shareholder possesses the expertise to be able to fend for itself in the transaction contemplated by this Agreement. Shareholder has had, during the course of this transaction and prior hereto, the opportunity to ask questions of, and receive answers from, the Company and its management concerning the Company, its operations and prospects, and the terms and conditions of this Agreement. Shareholder is entering into this Agreement freely and each understands and expressly accepts and assumes the economic and market risk associated with the transactions contemplated by this Agreement and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission under any circumstances.

Tax Matters. Shareholder acknowledges that the Company is making no representation or warranty as to the tax consequences for Shareholder in selling the Shares for the Repurchase Price pursuant to this Agreement. Shareholder further acknowledges that it has had an opportunity to seek independent counsel and advisors with respect to tax and other matters relating to this Agreement, and Shareholder acknowledges and agrees that it shall bear their own tax consequences, if any, of Shareholder's selling the Repurchased Shares for the Repurchase Price pursuant to the terms of this Agreement. The Company acknowledges and agrees that it shall bear its own tax consequences, if any, of the Company's purchasing the Repurchased Shares for the Repurchase Price pursuant to the terms of this Agreement. Following execution of this Agreement Shareholder will promptly deliver to the Company a properly executed IRS Form W-8.

Company Representations.

Legal Power. Company represents and warrants to Shareholder that this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms and no consent, approval or authorization of, exemption by, or filing with, any governmental or regulatory authority is required in connection with the execution, delivery and performance by the Company of this Agreement, other than the filing of a Form 8-K with the Securities and Exchange Commission.

Accounting Treatment. The Company will account for the Repurchase in its financial statements as a reduction of the line item "common stock" on its balance sheet and the Repurchase has no impact on the Company's income statement or its accumulated deficit.

Miscellaneous.

Entire Agreement. This Agreement represents and contains the full, final and complete agreement and understanding between the parties hereto relating to or connected with the subject matter hereof. This Agreement shall not be amended except in a writing signed by the parties hereto. Notwithstanding the foregoing, each party agrees that, at any time and from time to time after the date hereof, it will take any and all actions and execute and deliver to any other party such further instruments or documents as may reasonably be required to give effect to the intentions of the parties as contemplated under this Agreement.

Governing Law and Venue. This Agreement was entered into in the State of California, and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of California applicable to contracts entered into and performed entirely within the State of California and by applicable federal law, and the choice-of-law provisions of California law shall not be applied to substitute the law of any other State or nation. The parties expressly agree that any action arising out of or relating to this Agreement shall be filed and maintained only in the courts of the State of California for the County of Alameda, or the United States District Court for the Northern District of California. The parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action, and that each such court is a proper venue for litigating any such action.

Attorneys' Fees. In the event that either party to this Agreement shall commence any action to interpret or enforce this Agreement or any action to enforce or appeal any decision or judgment rendered in connection therewith, the prevailing party in any such action or actions shall recover such party's reasonable costs and expenses incurred in connection therewith, including reasonably attorneys' fees.

Counterparts. This Agreement may be executed in two or more counterparts, which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

“COMPANY”

QUESTCOR PHARMACEUTICALS, INC.
a California corporation

/s/ Don Bailey _____
Don Bailey
President and Chief Executive Officer

INVERLOCHY CONSULTADORIA & SERVICOS L.D.A.

/s/ Roberto Carlos de Castro Abrev _____
By: Roberto Carlos de Castro Abrev
Its: Director

EXHIBIT A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto QUESTCOR PHARMACEUTICALS, INC., a California corporation (the "Company"), ___ shares of the Company's Common Stock, no par value, of the Company, standing in the undersigned's name on the books of the Company, represented by Certificate No. ___, and does hereby irrevocably constitute and appoint George M. Stuart, as attorney-in-fact, to transfer said stock on the books of the Company with full power of substitution in the premises.

Dated: September 3rd, 2008

[SIGNATURE BLOCK]



***Questcor Repurchases 1.8 Million Common Shares from Inverlochy
Consultadoria & Servicios L.D.A.***

Union City, CA — September 4, 2008 — Questcor Pharmaceuticals, Inc. (NasdaqCM: QCOR) today announced that it has concluded a privately negotiated agreement to repurchase 1,800,000 shares of its common stock at a purchase price of \$5.06 per share for a total purchase price of \$9,108,000 from Inverlochy Consultadoria & Servicios L.D.A. This repurchase is a privately negotiated transaction and not part of Questcor's previously announced share repurchase program. The Company has 3.5 million shares of remaining share repurchase authority under this program.

Commenting on the announcement, President and Chief Executive Officer Don Bailey stated: "The decision to enter into this agreement is consistent with our long-held view that the repurchase of our shares is a very attractive use of capital not needed for our research and development programs, the sponsorship of patient assistance programs or other growth initiatives. Furthermore, using internal capital to repurchase our shares reflects our confidence in our Company's overall financial position as well as growth opportunities. During 2008, Questcor has repurchased 7.5 million of our common shares and all of our Series A preferred shares for approximately \$46 million."

"We are happy to continue our investment in Questcor and we remain confident that the company's management will continue to deliver long-term value to its shareholders," said the Management of Inverlochy Consultadoria & Servicios. "We decided as a long-term shareholder to offer the company an opportunity to repurchase a portion of shares held by our organization in addition to seizing the opportunity to lock in a profit at the stock's current price."

The repurchase was funded with internal capital. After this \$9.1 million repurchase, Questcor's total cash, cash equivalents and short-term investments were approximately \$41 million.

About Questcor

Questcor Pharmaceuticals, Inc. is a pharmaceutical company that markets two commercial products, H.P. Acthar[®] Gel ("Acthar") and Doral[®]. Acthar (repository corticotropin injection) is an injectable drug that is approved for the treatment of certain disorders with an inflammatory component, including the treatment of exacerbations associated with multiple sclerosis ("MS"). In addition, Acthar is not indicated for, but is used in treating patients with infantile spasms ("IS"), a rare form of refractory childhood epilepsy, and opsoclonus myoclonus syndrome, a rare autoimmune-related childhood neurological disorder. Doral is indicated for the treatment of insomnia characterized by difficulty in falling asleep, frequent nocturnal awakenings, and/or early morning awakenings. The Company is also developing QSC-001, a unique orally disintegrating tablet formulation of hydrocodone bitartrate and acetaminophen for the treatment of moderate to moderately severe pain. For more information, please visit www.questcor.com.

Note: Except for the historical information contained herein, this press release contains forward-looking statements that involve risks and uncertainties. Such statements are subject to certain factors, which may cause Questcor's results to differ from those reported herein. Factors that may cause such differences include, but are not limited to, Questcor's ability to continue to successfully implement its strategy and business model for Acthar, the introduction of competitive products, regulatory changes including possible outcomes relating to a recent Congressional hearing regarding orphan drug pricing, Questcor's ability to accurately forecast the demand for its products, the gross margin achieved from the sale of its products, Questcor's ability to enforce its product returns policy, Questcor's ability to estimate the quantity of Acthar used by government entities and Medicaid-eligible patients, that the actual amount of rebates and discounts related to the use of Acthar by government entities and Medicaid-eligible patients may differ materially from Questcor's estimates, the sell-through by Questcor's distributors, the expenses and other cash needs for upcoming periods, the inventories carried by Questcor's distributors, specialty pharmacies and hospitals, volatility in Questcor's monthly and quarterly Acthar shipments and end-user demand, Questcor's ability to obtain finished goods from its sole source contract manufacturers on a timely basis if at all, Questcor's ability to attract and retain key management personnel, Questcor's ability to utilize its net operating loss carry forwards to reduce income taxes on taxable income, research and development risks, uncertainties regarding Questcor's intellectual property and the uncertainty of receiving required regulatory approvals in a timely way, or at all, other research and development risks, as well as the risks discussed in Questcor's annual report on Form 10-K for the year ended December 31, 2007 and other documents filed with the Securities and Exchange Commission. The risk factors and other information contained in these documents should be considered in evaluating Questcor's prospects and future financial performance.

Questcor undertakes no obligation to publicly release the result of any revisions to these forward-looking statements, which may be made to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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