

**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): **June 4, 2008**

CYTORI THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation)

000-32501

(Commission File
Number)

33-0827593

(I.R.S. Employer Identification Number)

3020 Callan Road, San Diego, California 92121
(Address of principal executive offices, with zip code)

(858) 458-0900
(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 (*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 June 4, 2008, we amended the Master Cell Banking and Cryopreservation Agreement (the “Banking Agreement”) with Green Hospital Supply, Inc. (“GHS”), dated August 13, 2007. The original Banking Agreement provided for GHS to establish Banking facilities in the Territory of Japan. The amended Banking Agreement expands the Territory to include the countries of Japan, Korea, Thailand and the Province of Taiwan, and provides updated diligence requirements for the Territory. The term of the amended Banking Agreement will end on August 13, 2017 as it relates to Japan, and on May 1, 2012 as it relates to Korea, Thailand and Taiwan. All other provisions of the Banking Agreement remain materially unchanged.

GHS holds 3,000,000 shares of Cytori common stock, or 11.49% of our issued and outstanding shares as of June 4, 2008.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.48.1	Amendment No. 1 to Master Cell Banking and Cryopreservation Agreement, effective June 4, 2008, between us and Green Hospital Supply, Inc.
99.1	Cytori Therapeutics, Inc. Press Release, dated June 6, 2008

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.

CYTORI THERAPEUTICS, INC.

Date: June 10, 2008

By: /s/ Mark E. Saad
Mark E. Saad
Chief Financial Officer

**AMENDMENT NO. 1 TO
MASTER CELL BANKING AND CRYOPRESERVATION AGREEMENT**

This Amendment No. 1 to the Master Cell Banking and Cryopreservation Agreement (the “Amendment”) effective as of June 4, 2008, is entered into by and between Cytori Therapeutics, Inc., and its affiliates (including its wholly owned subsidiary Cytori KK), having a place of business at 3020 Callan Road, San Diego, CA 92121 (“Cytori”), and Green Hospital Supply, Inc., having a place of business at 3-20-8 Kasuga Suita-City, Osaka 565-0853, Japan (“GHS”), and amends that certain Master Cell Banking and Cryopreservation Agreement effective as of August 13, 2007 (the “Agreement”).

WHEREAS, the Territory under the Agreement is comprised of the country of Japan; and

WHEREAS, Cytori and GHS would like to expand the Territory to include Korea, Taiwan and Thailand.

NOW, THEREFORE, Cytori and GHS hereby agree as follows:

1. **The second recital of the Agreement** is hereby amended and superseded in its entirety with the following:

“**WHEREAS, GHS** wishes to establish ADRC Banking facilities (“CB Facilities”) for the acquisition, storage and retrieval of ADRCs exclusively using Cytori’s technology, including the Celution™ device and related products and disposables in the countries of Japan, Korea and Thailand and the Province of Taiwan (collectively, the “Territory”);”

2. **Section 4 of the Agreement** is hereby amended and superseded in its entirety with the following:

“**GHS DILIGENCE:** GHS shall purchase an annual minimum number of Packages each calendar year, as set forth in **Exhibit B**, which is attached hereto and incorporated herein (“Minimum Purchase”). In addition, GHS shall actively promote, market and sell Packages, Devices and Products to CB Facilities during the Term. If GHS fails to meet the Minimum Purchase amount in any given year for a specified country, Cytori may have the right to terminate this Agreement in its sole discretion with respect to such specified country.”

3. **Section 12 of the Agreement** is hereby amended and superseded in its entirety with the following:

“**NON-ENGLISH VERSIONS OF LABELING:** GHS will be responsible for ensuring that Cytori’s labels, packaging and package inserts for Packages and Devices comply with all applicable Laws (including local Laws) and regulatory requirements for the Territory (including any necessary translations). GHS shall provide reasonable assistance (for example, proofreading and advising) with respect to Cytori’s translation of any written materials concerning the Devices and/or Packages into the official languages of the Territory (if Cytori determines in its sole discretion to do so).”

4. **Section 25 of the Agreement** is hereby amended and superseded in its entirety with the following:

“TERM; TERMINATION; SURVIVAL: The term of this Agreement (the “Term”) for each of the individual countries within the Territory shall be as follows: (i) the Term for the country of Japan will commence on August 13, 2007 and end on August 13, 2017, and (ii) the Term for the countries of Korea, Thailand and the Province of Taiwan, will commence on May 1, 2008 and end on May 1, 2012. The Term for Japan may be extended for additional five (5) year periods, and the Term for Korea, Thailand and the Province of Taiwan may be extended for additional three (3) year periods, each upon mutual agreement at the end of their respective initial Term for the individual countries.”

[Subsections 25.1 through 25.4 remain as stated in the Agreement]

5. **Exhibit B to the Agreement** is hereby amended and superseded in its entirety with the new Exhibit B attached hereto as Schedule 1.

6. Except as specifically modified or amended hereby, the Agreement shall remain in full force and effect and, as modified or amended, is hereby ratified, confirmed and approved. No provision of this Amendment may be modified or amended except expressly in a writing signed by both parties nor shall any terms be waived except expressly in a writing signed by the party charged therewith. This Amendment shall be governed by, construed and enforced in accordance with the laws of the State of New York, without reference to conflicts of laws principles.

IN WITNESS WHEREOF, each of the parties has executed this Amendment No. 1 to the Master Cell Banking and Cryopreservation Agreement as of the date indicated below.

CYTORI THERAPEUTICS, INC.

By: /s/ Seijiro Shirahama

Title: President, Asia-Pacific

Date: June 4, 2008

Address:

3020 Callan Road
San Diego, CA 92121

Fax: US 858-458-0994

GREEN HOSPITAL SUPPLY, INC.

By: /s/ Kunihisa Furukawa

Title: President

Date: June 4, 2008

Address:

3-20-8 Kasuga Suita-City
Osaka 565-0853, Japan

Cytori and Green Hospital Supply Expand StemSource® Cell Bank Commercialization Partnership

June 6, 2008, San Diego, CA - -- Cytori Therapeutics (NASDAQ: CYTX) and Green Hospital Supply expanded the StemSource® Cell Bank commercialization partnership to include Korea, Taiwan and Thailand. As with the commercialization agreement for Japan, revenues from all related product sales will be shared equally between Cytori and Green Hospital Supply.

“Commercialization activities in Japan have resulted in a significant number of prospective customers not only in Japan, but throughout Asia,” said Seijiro Shirahama, president of Cytori Asia Pacific. “With Green Hospital Supply’s experience and knowledge of the region, we are able to take advantage of the existing product infrastructure to expand the revenue potential for the StemSource® Cell Bank.”

The StemSource® Cell Bank is being commercialized to hospitals in Japan, Korea, Taiwan and Thailand by Green Hospital Supply, Inc, in partnership with Cytori. The foundation of the StemSource® Cell Bank is Cytori’s proprietary Celution® 900 System, which automates the separation and concentration of stem and regenerative cells residing within adipose tissue so they may be prepared for cryopreservation.

About Cytori

Cytori’s (NASDAQ: CYTX) goal is to be the global leader in regenerative medicine. The company is dedicated to providing patients with new options for reconstructive surgery, developing treatments for cardiovascular disease, and banking patients’ adult stem and regenerative cells. The Celution® 800 System is being introduced in Europe into the reconstructive surgery market while the Celution® 900 System will be launched in Japan for cryopreserving a patient’s own stem and regenerative cells. Clinical trials are ongoing in cardiovascular disease and planned for spinal disc degeneration, gastrointestinal disorders, and other unmet medical needs. www.cytoritx.com

Cautionary Statement Regarding Forward-Looking Statements

This press release includes forward-looking statements regarding events, trends and business prospects, which may affect our future operating results and financial position. Such statements are subject to risks and uncertainties that could cause our actual results and financial position to differ materially. Some of these risks and uncertainties include our history of operating losses, the need for further financing, regulatory uncertainties regarding the collection and results of, clinical data, dependence on third party performance, and other risks and uncertainties described under the "Risk Factors" in Cytori’s Securities and Exchange Commission Filings. We assume no responsibility to update or revise any forward-looking statements to reflect events, trends or circumstances after the date they are made.

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