

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): **March 6, 2009**

MANNATECH, INCORPORATED

(Exact Name of Registrant as Specified in its Charter)

Texas
(State or other Jurisdiction of Incorporation or
Organization)

000-24657
(Commission File Number)

75-2508900
(I.R.S. Employer Identification No.)

600 S. Royal Lane, Suite 200
Coppell, Texas 75019
(Address of Principal Executive Offices, including Zip Code)

Registrant's Telephone Number, including Area Code: **(972) 471-7400**

(Former name or former address, if change 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 (17CFR 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 1.02. Termination of a Material Agreement.

On March 6, 2009, the Amended Lock-up Agreement entered into on November 6, 2003 between Mannatech, Incorporated (the “Company”) and Mr. J. Stanley Fredrick, the Company’s Chairman of the Board and a major shareholder, was terminated by mutual agreement of the Company and Mr. Fredrick. Pursuant to the Amended Lock-up Agreement, the Company had agreed to pay Mr. Fredrick \$185,000 per year for his agreement not to sell or transfer shares of the Company’s common stock without the prior consent of the Company’s Board of Directors. As a result of the termination of the Amended Lock-up Agreement, Mr. Fredrick is no longer bound by such transfer restriction.

The above summary of the material terms of the termination agreement is qualified by reference to the text of the termination agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Exhibit</u>
---------------------------	----------------

10.1*	Termination of Lock-up Agreement, between Mannatech, Incorporated and J. Stanley Fredrick, dated March 6, 2009.
-------	---

*Filed herewith.

SIGNATURE

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.

Dated: March 10, 2009

MANNATECH, INCORPORATED

By: /s/ **Stephen D. Fenstermacher**
Stephen D. Fenstermacher
Executive Vice President and Chief Financial
Officer

EXHIBIT INDEX

Exhibit Number	Exhibit
10.1*	Termination of Lock-up Agreement, between Mannatech, Incorporated and J. Stanley Fredrick, dated March 6, 2009.

*Filed herewith.

TERMINATION OF LOCK-UP AGREEMENT

This Termination of Lock-Up Agreement (this "**Agreement**") is made and entered into as of March 6, 2009, by and between Mannatech, Incorporated, a Texas corporation (the "**Company**"), and Stan Fredrick ("**Fredrick**").

RECITALS

WHEREAS, the Company and Fredrick entered into that certain Amended Lock-Up Agreement dated as of November 6, 2003 (the "**Lock-Up Agreement**") (capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Lock-Up Agreement); and

WHEREAS, the parties hereto desire to terminate the Lock-Up Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination of the Lock-Up Agreement.** Effective as of the date hereof, the Lock-Up Agreement and any amendments thereto is hereby terminated and is of no further force and effect, and no party thereto shall have any surviving obligations, rights, or duties thereunder as of the date hereof. Company agrees to have all stop transfer instructions removed with Company's transfer agent.

2. **Governing Law.** This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the laws of the State of Texas, without giving effect to the principles thereof relating to conflicts of law.

3. **Amendments.** No amendment, change, modification, or termination of this Agreement or any part hereof shall be effective or binding unless made in writing and signed by each party hereto.

4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. **Captions.** The captions to sections of this Agreement are solely for the convenience of the parties hereto and shall not affect the construction or interpretation of any provision of this Agreement.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all of which when taken together

shall constitute one and the same instrument as if the parties hereto had executed the same instrument.

7. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto in respect of the subject matter hereof and supersedes any and all prior agreements, understandings, and representations, whether written or oral, relating to the subject matter hereof.

[Signature Page Follow]

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the date and year first written above.

MANNATECH, INCORPORATED

By: _____
Name: Wayne L. Badovinus
Its: President and Chief Executive Officer

By: _____
J. Stanley Fredrick

*Signature Page to Termination
of Lock-Up Agreement*