
**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 24, 2010 (September 21, 2010)

ACADIA PHARMACEUTICALS INC.

(Exact Name of Registrant as Specified in Charter)

DELAWARE
**(State or Other Jurisdiction
of Incorporation)**

000-50768
**(Commission
File Number)**

06-1376651
**(I.R.S. Employer
Identification No.)**

3911 SORRENTO VALLEY BOULEVARD
SAN DIEGO, CALIFORNIA
(Address of Principal Executive Offices)

92121
(Zip Code)

(858) 558-2871
(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 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))
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Item 1.01. Entry into a Material Definitive Agreement.

On September 21, 2010, ACADIA Pharmaceuticals Inc. and Kingsbridge Capital Limited entered into an amendment to the parties' August 4, 2008 Common Stock Purchase Agreement (the "Amendment") in order to amend the terms of ACADIA's committed equity financing facility ("CEFF"). The Amendment provides for a modification of the minimum volume weighted average price for sales of ACADIA common stock to Kingsbridge under the CEFF to \$0.90. A copy of the Amendment is filed as Exhibit 99.1 to this current report, the contents of which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) The following exhibit is filed herewith:

99.1 Amendment No. 1 to Common Stock Purchase Agreement between Registrant and Kingsbridge Capital Limited, dated as of September 21, 2010.

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.

ACADIA Pharmaceuticals Inc.

By: _____ /s/ THOMAS H. AASEN

Thomas H. Aasen

**Executive Vice President, Chief Financial Officer
and Chief Business Officer**

Date: September 24, 2010

INDEX TO EXHIBITS

**Exhibit
Number**

Description

99.1 Amendment No. 1 to Common Stock Purchase Agreement between Registrant and Kingsbridge Capital Limited, dated as of September 21, 2010.

**AMENDMENT NO. 1 TO
COMMON STOCK PURCHASE AGREEMENT**

This Amendment No. 1 to the Common Stock Purchase Agreement, dated as of September 21, 2010 (this "**Amendment**"), to the Common Stock Purchase Agreement dated as of August 4, 2008 (the "**Purchase Agreement**") is entered into by and between ACADIA Pharmaceuticals Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Company**"), and Kingsbridge Capital Limited, an entity organized and existing under the laws of the British Virgin Islands (the "**Investor**").

1. **Reference to the Purchase Agreement; Definitions.** Reference is made to the Purchase Agreement and, specifically, to Section 10.6 thereof entitled, "Amendment; No Waiver." Capitalized terms used in the Amendment and not otherwise defined herein are used herein with the meanings defined in the Purchase Agreement.

2. **Amendments to the Purchase Agreement.** The Purchase Agreement is hereby amended as follows:

a. The definition of "Draw Down Discount Price," as set forth in Article I of the Purchase Agreement, entitled, "Definitions," is hereby deleted in its entirety and is replaced instead with the following new definition:

"Draw Down Discount Price" means (i) 88% of the VWAP on any Trading Day during a Draw Down Pricing Period when the VWAP equals or exceeds \$0.90 but is less than or equal to \$3.00, (ii) 90% of the VWAP on any Trading Day during the Draw Down Pricing Period when the VWAP exceeds \$3.00 but is less than or equal to \$7.00, (iii) 92% of the VWAP on any Trading Day during the Draw Down Pricing Period when the VWAP exceeds \$7.00 but is less than or equal to \$10.00, or (iv) 94% of the VWAP on any Trading Day during the Draw Down Pricing Period when the VWAP exceeds \$10.00.

b. Section 3.6(b) of the Purchase Agreement is hereby deleted in its entirety and is replaced instead with the following new Section 3.6(b):

(b) For each Trading Day during a Draw Down Pricing Period on which the VWAP is less than the greater of (i) 90% of the Closing Price of the Company's Common Stock on the Trading Day immediately preceding the commencement of such Draw Down Pricing Period, or (ii) \$0.90, such Trading Day shall not be used in calculating the number of Shares to be issued in connection with such Draw Down, and the Draw Down Amount in respect of such Draw Down Pricing Period shall be reduced by one eighth (1/8th) of the initial Draw Down Amount specified in the Draw Down Notice. If trading in the Company's Common Stock is suspended for any reason for more than three (3) consecutive or non-consecutive hours during trading hours on the Principal Market on any Trading Day during a Draw Down Pricing Period, such Trading Day shall not be used in calculating the number of Shares to be issued in connection with such Draw Down, and the Draw Down Amount in respect of such Draw Down Pricing Period shall be reduced by one eighth (1/8th) of the initial Draw Down Amount specified in the Draw Down Notice, if not previously reduced pursuant to the preceding sentence.

3. **Miscellaneous.** Except as otherwise set forth herein, the Purchase Agreement shall remain in full force and effect without change or modification. This Amendment shall be construed under the laws of the State of New York. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment shall bind and inure to the benefit of the parties and their respective successors and assigns.

(Remainder of page intentionally left blank. Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Common Stock Purchase Agreement to be signed and delivered by their respective duly authorized representative as of the date first written above.

KINGSBRIDGE CAPITAL LIMITED

By: /s/ Antony Gardner-Hillman
Antony Gardner-Hillman, Director

ACADIA PHARMACEUTICALS INC.

By: /s/ Thomas H. Aasen
Thomas H. Aasen
Executive Vice President, Chief Financial Officer and
Chief Business Officer