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: May 26, 2010
(Date of earliest event reported)

LECTEC CORPORATION
(Exact name of registrant as specified in its charter)

Commission File Number: 0–16159

Minnesota	**41–1301878**
(State or other jurisdiction of incorporation)	(IRS Employer Identification No.)

1407 South Kings Highway, Texarkana, Texas 75501
(Address of principal executive offices, including zip code)

(903) 832–0993
(Registrant's telephone number, including area code)

Not Applicable
(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:

☐ 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))

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 26, 2010, LecTec Corporation (the "*Company*") announced that Judd A. Berlin is stepping down as the Company's Chief Executive Officer and Chief Financial Officer, effective June 1, 2010. Mr. Berlin is continuing as Chairman of the Company's Board of Directors and has been engaged as an advisor to the Company to evaluate business opportunities in Asia and to further support the Company's efforts regarding the development of its intellectual property portfolio and protection thereof. Mr. Berlin's advisory services agreement with the Company (the "*Advisory Services Agreement*") entitles him to: (a) compensation of $11,000 per month; (b) reimbursement for reasonable travel and other business expenses; and (c) reimbursement in the amount of $30,000 if, during any calendar year, his service to the Company requires him to be physically present in the United States for more than 30 days within such year and consequently he is required to forfeit the benefit of the Foreign Earned Income Exclusion under the U.S. Internal Revenue Code of 1986.

The Advisory Services Agreement and the rights and obligations of the Company and Mr. Berlin thereunder will terminate immediately upon the occurrence of any of the following events: (a) Mr. Berlin's death; (B) Mr. Berlin becomes physically or mentally disabled such that he is unable to adequately perform the services under the Advisory Services Agreement for a continuous period of thirty (30) days; (C) Mr. Berlin is convicted of any crime (excluding traffic violations or other minor offenses), or engages in any activity that constitutes a material violation of normal standards of business ethics; (d) Mr. Berlin willfully refuses to comply with or implement reasonable policies established by the Company; (e) either party is in breach of the Advisory Services Agreement and has failed to cure such breach within fifteen (15) days of the receipt of written notice of breach from the non–breaching party; or (f) for any reason by either party upon thirty (30) days' written notice to the other party. If the Advisory Services Agreement is terminated by Mr. Berlin pursuant to item (e) above or by the Company pursuant to item (f) above, and Mr. Berlin thereafter provides services to the Company, including, without limitation, attending, testifying at or otherwise assisting the Company at any trial in the Company's medicated patch patent infringement litigation, then Mr. Berlin will be compensated for such services at the rate of $250 per hour, subject to maximums of $3,000 per day and $10,000 per week. The foregoing description of the Advisory Services Agreement is qualified in its entirety by reference to the Advisory Services Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8–K and is incorporated herein by reference.

On May 26, 2010, the Company's Board of Directors determined that, as of June 1, 2010, Gregory G. Freitag will begin serving as the Company's Chief Executive Officer and Chief Financial Officer on an "at will" basis and will become a member of the Company's Board of Directors. In connection with his appointment as the Company's Chief Executive Officer and Chief Financial Officer, Mr. Freitag will be: (1) paid an annual base salary of $150,000, but will not be paid any additional compensation for serving as a member of the Company's Board of Directors; (b) reimbursed for reasonable travel and other business–related expenses incurred by Mr. Freitag in the ordinary course of performing his duties as the Company's Chief Executive Officer and Chief Financial Officer; and (c) granted an option (the "*Option*") to purchase 125,000 shares of the Company's common stock, par value $0.01 per share ("*Common Stock*"), at a price of $3.50 per share, which is equal to the May 26, 2010 closing price of the Common Stock, pursuant to the terms and conditions set forth in a Non–Plan Non–Qualified Stock Option Agreement (the "*Option Agreement*"). The Option becomes exercisable in five equal installments on September 3, 2010, December 2, 2010, March 2, 2011, May 31, 2011 and August 29, 2011. If, however, there is a Change in Control (as defined in the Option Agreement) of the Company and Mr. Freitag's employment by the Company is terminated within 15 months following such Change in Control for any reason other than (i) Mr. Freitag's death, (ii) by the Company for Cause (as defined in the Option Agreement) or (iii) by Mr. Freitag other than for Good Reason (as defined in the Option Agreement), the entire Option will vest and become immediately exercisable. The foregoing description of the Option Agreement is qualified in its entirety by reference to the Option Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8–K and is incorporated herein by reference.

Mr. Freitag, 48, has worked for FreiMc, LLC, a consulting and advisory firm founded by Mr. Freitag, which provides strategic guidance and business development advisory services, from May 2009 to the present. Mr. Freitag also founded and currently works for EmployRx. Inc., a business which provides services to self–insured employers relating to prescription drug benefits. Prior to founding FreiMc, LLC and EmployRx, Inc., Mr. Freitag was the Director of Business Development at Pfizer Health Solutions, a former subsidiary of Pfizer, Inc., from January 2006 to May 2009. From July 2005 to January 2006, Mr. Freitag worked for Guidant Corporation in their business development group. Prior to joining Guidant Corporation, Mr. Freitag was the chief executive officer of HTS Biosystems, a biotechnology tools start–up company, from March 2000 until its sale in early 2005. Mr. Freitag was the chief operating officer, chief financial officer and general counsel of Quantech, Ltd., a public point of care diagnostic company, from December 1995 to March 2000. Prior to that time, Mr. Freitag practiced corporate law in Minneapolis, Minnesota. Mr. Freitag has a J.D. and is a certified public accountant. The Company believes that Mr. Freitag's experience in senior leadership at life science companies, both large and small, and his significant experience in business operations and business transactions, which includes experience in collaborations, finance, licensing, co–development, supply arrangements, mergers and acquisition and business formation, makes Mr. Freitag well suited to serve as the Company's chief executive officer and chief financial officer and as a member of the Company's Board of Directors.

There are no other arrangements or understandings between Mr. Freitag and any other persons pursuant to which Mr. Freitag was selected as a director. Other than owning an option to purchase shares of Common Stock, Mr. Freitag does not have a direct or indirect material interest in any currently proposed transaction to which the Company is to be a party in which the amount involved exceeds $120,000, nor has Mr. Freitag had a direct or indirect material interest in any such transaction since the beginning of the Company's last fiscal year. Mr. Freitag has no family relationships with any member of the Company's Board of Directors or any other executive officer of the Company.

Item 8.01. Other Events.

In July 2008, the Company filed a complaint for patent infringement against Chattem, Inc. ("*Chattem*") and four other defendants in the U.S. District Court for the Eastern District of Texas. On May 20, 2010, the U.S. District Court issued Orders in regard to such patent infringement litigation against Chattem. The first Order was based on the Company's motion to strike an exhibit from Chattem's Opposition Brief, in which Order the motion to strike was granted by the U.S. District Court. A second Order denied Chattem's motion request for leave to file for summary judgment as to non–infringement, but granted the request for leave to file for summary judgment as to invalidity of patents. The U.S. District Court also issued its Markman ruling interpreting certain terms of the Company's patents.

A press release published by the Company on May 26, 2010 announcing the events described in Item 5.02 and this Item 8.01 is filed with this Current Report on Form 8–K as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1 Advisory Services Agreement between LecTec Corporation and Judd A. Berlin

10.2 Non–Plan Non–Qualified Stock Option Agreement between LecTec Corporation and Gregory G. Freitag

99.1 LecTec Corporation Press Release, dated May 26, 2010.

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.

LECTEC CORPORATION

By: /s/ Gregory G. Freitag

Gregory G. Freitag

Chief Executive Officer and Chief Financial Officer

Date: June 2, 2010

EXHIBIT INDEX

Exhibit Number	Description
10.1	Advisory Services Agreement between LecTec Corporation and Judd A. Berlin
10.2	Non–Plan Non–Qualified Stock Option Agreement between LecTec Corporation and Gregory G. Freitag
99.1	LecTec Corporation Press Release, dated May 26, 2010.

Exhibit 10.1

ADVISORY SERVICES AGREEMENT

This **ADVISORY SERVICES AGREEMENT** (this "*Agreement*") takes effect as of June 1, 2010, and is entered into by and between LecTec Corporation, a Minnesota corporation (the "*Company*"), and Mr. Judd Berlin ("*Advisor*"), who is domiciled in the State of Florida.

WHEREAS, Advisor is the Chairman of the Board of Directors, and former Chief Executive Officer and Chief Financial Officer, of the Company; and

WHEREAS, given Advisor's prior experience as an officer of the Company and knowledge of the Company's pending litigation and hand sanitizing patch initiative, the Company desires to retain Advisor to render certain advisory services to the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, Advisor desires to be retained by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Retention of Advisor; Services to be Performed. The Company hereby retains Advisor to render the advisory services set forth on **Exhibit A** hereto (the "*Services*"). Advisor hereby accepts such engagement and agrees to perform such Services for the Company upon the terms and conditions set forth in this Agreement. During the Term of this Agreement, Advisor shall devote such portion of his time, attention, skill and energy as may be reasonably required to perform the Services required by this Agreement. For the purposes of the Services provided under this Agreement, Advisor shall coordinate his efforts under this Agreement with the Company's Chief Executive Officer.

In rendering Services hereunder, Advisor shall not be acting as an employee of the Company. Advisor shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Advisor under this Agreement; *provided, however*, that if the Company is determined to be liable for collection and/or remittance of any such taxes, Advisor shall immediately reimburse the Company for all such payments made by the Company.

2. Term. This Agreement shall commence as of the date first written above and shall continue for a continuous period until terminated in accordance with Section 6 (the "*Term*").

3. Compensation. As compensation for Advisor's Services, the Company shall pay to Advisor an annual fee of $132,000 (the "*Advisory Fee*"). The Advisory Fee shall be payable to Advisor at the end of each calendar month (or part thereof on a pro rata basis) during the Term, beginning in June 2010. In the event that Advisor becomes physically or mentally disabled such that he is unable to adequately perform the Services, the Company shall not be obligated for the payment of any further compensation hereunder until such disability has ceased and Advisor is able to resume his responsibilities and duties hereunder, even though this Agreement has not been terminated by the Company pursuant to Section 6(b).

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4. Expenses. The Company shall reimburse Advisor in accordance with the policies and procedures that the Company establishes from time to time for all reasonable and necessary out–of–pocket expenses that Advisor incurs in performing the Services hereunder, including, without limitation, reasonable travel expenses incurred by Advisor. In addition, if and to the extent that such an allowance is not being provided to Advisor as Chairman of the Board of the Company, the Company will provide Advisor with a monthly mobile telephone allowance of $500.

5. Standards of Conduct. Advisor and the Company acknowledge that Advisor is also concurrently serving as a member of the Company's Board of Directors and in such role owes certain duties to the Company and its shareholders, including, without limitation, duties of care and loyalty, which will also govern Advisor's performance of the Services hereunder. In the event that Advisor is continuing to perform the Services under this Agreement after Advisor has ceased to be a member of the Board of Directors, then the following provisions shall become effective upon Advisor ceasing to be a director of the Company:

(a) Ownership of Intellectual Property

(i) *Notification and Disclosure.* Advisor shall promptly notify the Company in writing of the existence and nature of, and shall promptly and fully disclose to the Company, any and all ideas, designs, practices, processes, apparatus, improvements and inventions (all of which are hereinafter referred to as "*inventions*") that Advisor has conceived or first actually reduced to practice and/or may conceive or first actually reduce to practice during the Term or which Advisor may conceive or reduce to practice within six (6) months after the Term, if such inventions relate to a product or process upon which Advisor worked during the Term.

(ii) *Ownership of Inventions.* All such inventions shall be the sole and exclusive property of the Company or its nominee, and during the Term of this Agreement and thereafter, whenever requested to do so by the Company, Advisor shall execute and assign any and all applications, assignments and other instruments that the Company shall deem necessary or convenient in order to apply for and obtain Letters Patent of the United States and/or of any foreign countries for such inventions and in order to assign and convey to the Company or its nominee the sole and exclusive right, title and interest in and to such inventions. Advisor will render aid and assistance to the Company in any interference or litigation pertaining to such inventions and all expenses reasonably incurred by Advisor at the request of the Company shall be borne by the Company. In this connection, if any such aid or assistance requires any expenditure of Advisor's time after termination of this Agreement, Advisor shall be entitled to compensation for the time requested by the Company at an hourly rate equal to the pro rata hourly rate at which Advisor was being paid for a normal pay period immediately prior to the end of the Term of this Agreement.

(iii) *Limitation.* The provisions of this Section 5(a) shall not apply to any invention meeting the following conditions:

(A) such invention was developed entirely on Advisor's own time;

(B) such invention was made without the use of any of the equipment, supplies, facility or trade secret information of the Company;

(C) such invention does not relate (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development; and

(D) such invention does not result from any service performed by Advisor for the Company.

(iv) *Survival.* This Section 5(a) shall survive the Term.

(b) Protection of Trade Secrets, Know–How and/or Other Confidential Information of the Company**.**

(i) *Confidential Information.* During the Term of this Agreement or at any time thereafter Advisor shall not divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of the business of the Company as contemplated for use by Advisor under this Agreement) any confidential or secret knowledge or information of the Company which Advisor has acquired or become acquainted with or will acquire or become acquainted with prior to the termination of the period of his engagement by the Company (including engagement by the Company or any affiliated companies prior to the date of this Agreement), whether developed by himself or by others, concerning any trade secrets, confidential or secret designs, processes, formulae, plans, devices or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Company, any customer or supplier lists of the Company, any confidential or secret development or research work of the Company or any other confidential information or secret aspects of the business of the Company. Advisor acknowledges that the above–described knowledge or information constitutes a unique and valuable asset of the Company acquired at great time and expense by the Company and its predecessors and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Company would be wrongful and would cause irreparable harm to the Company. Both during and after the Term of this Agreement, Advisor will refrain from any acts or omissions that would reduce the value of such knowledge or information to the Company. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known in the form in which it was obtained from the Company, other than as a direct or indirect result of the breach of this agreement by Advisor.

(ii) *Copyrightable Material.* All right, title and interest in all copyrightable material which Advisor shall conceive or originate, either individually or jointly with others, and which arise out of the performance of this Agreement, will be the property of the Company and are, by this Agreement, assigned to the Company along with ownership of any and all copyrights in the copyrightable material. Advisor agrees to execute all papers and perform all other acts necessary to assist the Company to obtain and register copyrights on such materials in any and all countries. Where applicable, works of authorship created by Advisor for the Company in performing his responsibilities under this agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

(iii) *Know–How and Trade Secrets.* All know–how and trade secret information conceived or originated by Advisor which arises out of the performance of the services hereunder or any related material or information shall be the property of the Company and all rights therein are hereby assigned to the Company.

(iv) *Return of Records.* Upon termination of this Agreement, Advisor shall deliver to the Company all property that is in his possession and that is the Company's property or relates to the Company's business, including, but not limited to, records, notes, data, memoranda, software, electronic information, models, equipment and any copies of the same. Advisor shall permanently delete all of his electronic data containing such property.

(c) Advisor Representations and Warranties**.** Advisor represents and warrants to the Company as follows:

(i) *Compliance with Laws.* All Services provided hereunder comply with or will comply with all applicable laws and regulations; and

(ii) *Competing Activities.* Advisor has disclosed to the Company any and all other obligations, arrangements, agreements or interests of Advisor that may constitute or give rise to a conflict of interest on the part of Advisor given the nature and terms of this Agreement, and Advisor is not now under any obligation of a contractual or other nature to any person, firm, corporation or other entity which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair the execution of this Agreement or the performance by Advisor of Advisor's obligations hereunder.

(d) Indemnification**.** Advisor shall indemnify, defend and hold harmless the Company and its officers, directors, agents and employees from and against all claims, losses, expenses, fees (including attorneys' and expert witnesses' fees), costs and judgments that may be asserted against the Company (a) that result from the acts or omissions of Advisor or (b) that result from or arise in any way out of any such claims by any third parties which are based upon or are the result of any breach of the warranties contained in Section 5(c).

6. Termination. Notwithstanding any contrary provision contained elsewhere in this Agreement, this Agreement and the rights and obligations of the Company and Advisor hereunder (other than the rights and obligations of the parties under Sections 5, 6 and 7(n) which shall survive any termination of this Agreement) shall be terminated immediately upon the occurrence of any of the following events:

(A) Advisor's death;

(B) Advisor becomes physically or mentally disabled such that he is unable to adequately perform the services hereunder for a continuous period of thirty (30) days;

(C) Advisor is convicted of any crime (excluding traffic violations or other minor offenses), or engages in any activity that constitutes a material violation of normal standards of business ethics;

(D) Advisor willfully refuses to comply with or implement reasonable policies established by the Company;

(E) party is in breach of this Agreement and has failed to cure such breach within fifteen (15) days of the receipt of written notice of breach from the non–breaching party; or

(F) for any reason by either party upon thirty (30) days' written notice to the other party;

provided that, if this Agreement is terminated by Advisor under Section 6(e) or by the Company under Section 6(f), and Advisor thereafter provides services to the Company, including, without limitation, attending, testifying at or otherwise assisting the Company at any trial in the Company's medicated patch patent infringement litigation, then Advisor shall be compensated for such services at the rate of $250 per hour, subject to maximums of $3,000 per day and $10,000 per week.

7. Miscellaneous.

(a) Entire Agreement. This Agreement (including the exhibits, schedules and other documents referred to herein) contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(b) Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Agreement by signing any such counterpart.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provision of this Agreement will not be affected or impaired thereby.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and, to the extent permitted by subsection (e), successors and assigns.

(e) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable, in whole or in part, by either party without the prior written consent of the other party.

(f) Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

(g) Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, electronic facsimile or e–mail addressed to the receiving party at the address set forth below. All such communications shall be effective when received.

As to the Company

LecTec Corporation
1407 South Kings Highway
Texarkana, Texas 75501
Attention: Chief Executive Officer

As to Advisor

Judd A. Berlin
9115 Strada Place
Naples, Florida 34108

Any party may change the address set forth above by notice to each other party given as provided herein.

(h) Headings. The headings and any table of contents contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(i) Governing Law. **ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS THEREOF**.

(j) Third–Party Benefit. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies, obligations or liabilities of any nature whatsoever.

(k) No Waiver. No delay on the part of the Company in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by the Company of any right or any breach by Advisor shall constitute a waiver of any other right or breach by Advisor.

(l) Jurisdiction and Venue. **THIS AGREEMENT MAY BE ENFORCED IN ANY FEDERAL COURT OR STATE COURT SITTING IN TEXARKANA, TEXAS, AND EACH PARTY CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IF ANY PARTY COMMENCES ANY ACTION UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT IN ANOTHER JURISDICTION OR VENUE, ANY OTHER PARTY TO THIS AGREEMENT SHALL HAVE THE OPTION OF TRANSFERRING THE CASE TO THE ABOVE–DESCRIBED VENUE OR JURISDICTION OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE**.

(m) Remedies. The parties agree that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its discretion, apply to any court of law or equity of competent jurisdiction for specific performance and injunctive relief in order to enforce or prevent any violations this Agreement, and any party against whom such proceeding is brought hereby waives the claim or defense that such party has an adequate remedy at law and agrees not to raise the defense that the other party has an adequate remedy at law.

(n) Foreign Earned Income Exclusion**.** The Company will also reimburse you in the amount of $30,000 if, in the course of performing your duties as Chairman of the Board of Directors of the Company and/or providing the Services hereunder (including attending, testifying at or otherwise assisting the Company at any trial as described in the proviso to Section 6 of this Agreement), you are required to be physically present in the United States for more than 30 days within any calendar year after 2010 and, as a result, forfeit the benefit of the Foreign Earned Income Exclusion under the U.S. Internal Revenue Code of 1986, as amended (the *Reimbursement Fee*”). For the avoidance of doubt, the obligations of the Company set forth in this Section 7(n) are in addition to, and do not supersede or in any way modify, the Company’s current obligation to pay Mr. Berlin the Reimbursement Fee as a result of Mr. Berlin’s physical presence in the United States for more than 30 days during the 2010 calendar year in connection with Mr. Berlin’s performance of his duties as the Company’s then chief executive officer and chief financial officer.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the first paragraph.

COMPANY

LecTec Corporation

By: /s/ Greg Freitag
Name: Greg Freitag
Its: Chief Executive Officer

ADVISOR

/s/ Judd Berlin
Judd Berlin

EXHIBIT A
Services

(1) **Medicated Patch Patent Infringement Litigation.** At the Company's direction, Advisor shall provide advice, guidance and other services with respect to the Company's patent infringement litigation against Chattem, Inc. and Prince of Peace Enterprises, Inc. related to the Company's medicated patch technology, including, without limitation, attending, testifying at or otherwise assisting the Company at any trial held in this litigation.

(2) **Business Opportunities in Asia.** At the Company's direction, Advisor shall provide services with respect to developing the Company's business in Asia, particularly with respect to the Company's hand sanitizing patch technology.

Exhibit 10.2

LECTEC CORPORATION
NON–QUALIFIED STOCK OPTION AGREEMENT

This **Non–Qualified Stock Option Agreement** (the "*Agreement*"), made as of this 1st day of June, 2010 (the "*Effective Date*"), by and between LecTec Corporation, a Minnesota corporation (the "*Company*"), and Greg Freitag, a resident of Minneapolis, Minnesota (the "*Optionee*").

1. **Grant of Option**. The Company hereby grants to Optionee the right and option (the "*Option*") to purchase all or any part of an aggregate of 125,000 shares (the "*Shares*") of the common stock, par value $0.01 per share (the "*Common Stock*"), of the Company at the price of $3.50 per Share on the terms and conditions set forth herein. It is understood and agreed that such price is not less than 100% of the fair market value of a share of Common Stock on the date of this Agreement. The Option is not intended to qualify as an incentive stock option within the meaning of Section 422A of the Internal Revenue Code of 1986, as amended (the "*Code*").

2. **Duration and Exerciseability**. The Option may not be exercised by Optionee except as set forth herein, and the Option shall in all events terminate ten (10) years from the Effective Date. Subject to the other terms and conditions set forth herein, the Option shall vest and may be exercised by Optionee in cumulative installments as follows:

On or after each of the following dates	Percentage of Shares as to which the Option is exercisable
90th day following the Effective Date	20%
180th day following the Effective Date	20%
270th day following the Effective Date	20%
360th day following the Effective Date	20%
450th day following the Effective Date	20%

During the lifetime of Optionee, the Option shall be exercisable only by Optionee. The vesting of the Option is subject to acceleration under the circumstances described in Sections 3 and 4.

3. **Effect of Termination of Relationship with the Company**.

(a) In the event that Optionee shall cease to be employed by the Company, for any reason other than by the Company for Cause (as defined below) or due to Optionee's death or disability, Optionee shall have the right to exercise the Option at any time within twelve (12) months after such termination of employment to the extent of the full number of Shares Optionee was entitled to purchase under the Option on the date of termination, subject to the condition that the Option shall not be exercisable after the expiration of its term.

(b) In the event that Optionee shall cease to be employed by the Company by reason of Optionee's termination by the Company for Cause (as defined below), the Option shall terminate as of the date of the misconduct and shall not be exercisable thereafter.

(c) If Optionee shall die while employed by the Company, or within three (3) months after termination of his employment with the Company for any reason other than by the Company for Cause, or if Optionee's employment with the Company is terminated because the Optionee has become disabled within the meaning of Section 22(e)(3) of the Code, and Optionee shall not have fully exercised the Option, the Option may be exercised at any time within twelve (12) months after the date of Optionee's death or termination of employment because of disability by the legal representative or, if applicable, guardian of Optionee or by any person to whom the Option is transferred by will or the applicable laws of descent and distribution to the extent of the full number of Shares Optionee was entitled to purchase under the Option on the date of death (or termination of his employment, if earlier) or termination of Optionee's employment because of disability and subject to the condition that the Option shall not be exercisable after the expiration of its term.

4. **Effect of Change in Control and Termination**.

(a) Notwithstanding the vesting schedule set forth in Section 2 of this Agreement, the entire Option shall vest and be immediately exercisable in the event that there shall have been a Change in Control of the Company (as defined below) and Optionee's employment by the Company shall have been terminated within 15 months following the Change in Control of the Company for any reason other than (i) because of Optionee's death, (ii) by the Company for Cause (as defined below) or (iii) by Optionee other than for Good Reason (as defined below).

(b) For purposes of this Agreement, a "*Change in Control of the Company*" shall be deemed to have occurred if (i) a change in control occurs of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), whether or not the Company is then subject to such reporting requirement; (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" (as defined in Rule 13d–3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; iii) individuals who at the date hereof constitute the Board of Directors of the Company cease for any reason to constitute at least a majority thereof (unless the election or the nomination for election of each new director was approved by a vote of at least a majority of the directors then still in office who were directors at the date hereof and/or their successor directors who were recommended or elected to succeed a beginning director by at least a majority of the directors who were directors at the date hereof); or (iv) the shareholders of the Company approve (A) any consolidation or merger of the Company in which the Company is not the continuing or surviving corporation or pursuant to which shares of Company stock would be converted into cash, securities or other property, other than a merger of the Company in which shareholders immediately prior to the merger have the same proportionate ownership of stock of the surviving corporation immediately after the merger; (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company; or (C) any plan of liquidation or dissolution of the Company.

(c) For purposes of this Agreement, termination by the Company of Optionee's employment for "*Cause*" shall mean termination upon (i) the willful and continued failure by Optionee to substantially perform his duties with the Company (other than any such failure resulting from his disability or from termination by Optionee for Good Reason), after a demand for substantial performance is delivered to Optionee that specifically identifies the manner in which the Company believes that Optionee has not substantially performed his duties, and Optionee has failed to resume substantial performance of his duties on a continuous basis within 30 days of receiving such demand, (ii) the willful engaging by Optionee in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise or (iii) Optionee's conviction of a felony. For purposes of this Section 4(c), no act, or failure to act, on Optionee's part shall be deemed "willful" unless done, or omitted to be done, by Optionee not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. Failure to perform duties with the Company during any period of disability shall not constitute Cause.

(d) For purposes of this Agreement, termination by Optionee of his employment for "Good Reason" shall mean termination within 15 months following a Change in Control of the Company upon the occurrence of any one or more of the following:

(i) the assignment to Optionee of any duties inconsistent in any respect with his position (including status, offices, titles, and reporting requirements), authorities, duties, or other responsibilities as in effect immediately prior to the Change in Control of the Company or any other action of the Company which results in a diminishment in such position, authority, duties, or responsibilities, other than an insubstantial and inadvertent action which is remedied by the Company promptly after receipt of notice thereof given by Optionee;

(ii) a reduction by the Company in Optionee's base salary as in effect on the date hereof and as the same shall be increased from time to time hereafter; and

(iii) the failure by the Company to (A) continue in effect any material compensation or benefit plan, program, policy or practice in which Optionee was participating at the time of the Change in Control of the Company or (B) provide Optionee with compensation and benefits at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each employee benefit plan, program, policy and practice as in effect immediately prior to the Change in Control of the Company (or as in effect following the Change in Control of the Company, if greater).

Optionee's right to terminate his employment pursuant to this Section 4(d) shall not be affected by his incapacity due to physical or mental illness. Optionee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason hereunder.

(e) Any purported termination of Optionee's employment by the Company or by Optionee (other than by reason of Optionee's death) within 15 months following the month in which a Change in Control of the Company occurs, shall be communicated by Notice of Termination to the other party hereto. For purposes of this Agreement, a "*Notice of Termination*" shall mean a written notice which shall indicate the specific termination provision in this Agreement relied upon and the Date of Termination (as defined below) and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Optionee's employment under the provision so indicated.

(f) For purposes of this Agreement, "*Date of Termination*" shall mean the date specified in the Notice of Termination (except in the case of Optionee's death, in which case Date of Termination shall be the date of death); provided, however, that if Optionee's employment is terminated by the Company other than for Cause, the date specified in the Notice of Termination shall be at least 30 days from the date the Notice of Termination is given to Optionee and if Optionee's employment is terminated by Optionee for Good Reason, the date specified in the Notice of Termination shall not be more than 60 days from the date the Notice of Termination is given to the Company.

(g) Any termination of Optionee's employment by the Company without Cause prior to a Change in Control of the Company which occurs at the request or insistence of any person (other than the Company) related to the Change in Control of the Company shall be deemed to have occurred after the Change in Control of the Company for purposes of this Agreement.

5. **Manner of Exercise**.

(a) The Option may only be exercised by Optionee or other proper party within the option period by delivering written notice of exercise to the Company at its principal executive office. The notice shall state the number of Shares as to which the Option is being exercised and shall be accompanied by payment in full of the option price for all of the Shares designated in the notice.

(b) Optionee may, at the Company's election, pay the option price in cash, by check (bank check, certified check or personal check) or by any other means approved by the Board of Directors of the Company (the "*Board*") in its discretion.

(c) The exercise of the Option is contingent upon receipt from Optionee (or other proper person exercising the Option) of a representation that, at the time of such exercise, it is Optionee's intention to acquire the Shares being purchased for investment and not with a view to the distribution or sale thereof within the meaning of the Securities Act of 1933, as amended (the "*Securities Act*"); *provided, however*, that the receipt of such representation shall not be required upon exercise of the Option if, at the time of such exercise, the issuance of the Shares subject to the Option shall have been properly registered under the Securities Act and all applicable state securities laws. Such representation shall be in writing and in such form as the Company may reasonably request. The certificate representing the Shares so issued for investment shall be imprinted with an appropriate legend setting forth all applicable restrictions on their transferability.

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6. **Adjustments**. If there shall be any change in the Common Stock through merger, consolidation, reorganization, recapitalization, stock dividend, stock split or other change in the corporate structure of the Company, appropriate adjustments shall be made by the Board in the number of Shares and the price per Share of the Shares subject to this Option in order to prevent dilution or enlargement of option rights granted hereunder.

7. **Miscellaneous**.

(a) This Agreement contains all of the terms governing this grant, and this Agreement is intended to be complete, final and conclusive.

(b) This Agreement shall not confer on Optionee any right with respect to continuance of employment by the Company or any of its subsidiaries, nor will it interfere in any way with the right of the Company to terminate such employment at any time. Optionee shall have none of the rights of a shareholder with respect to the Shares until such Shares shall have been issued to him or her upon exercise of the Option.

(c) The Company shall at all times during the term of the Option reserve and keep available such number of Shares as will be sufficient to satisfy the requirements thereof. The exercise of all or any part of the Option shall only be effective at, and may be deferred until, such time as the sale of the Shares pursuant to such exercise will not violate any federal or state securities laws, it being understood that the Company shall have no obligation to register the issuance or sale of the Shares for such purpose.

(d) This Option may not be transferred, except by will or the laws of descent and distribution to the extent provided in Section 3(c) or pursuant to a qualified domestic relations order as defined by the Code.

(e) The Board may amend the terms and conditions of this Agreement, accelerate the exercisability of the Option, and waive any conditions of or rights of the Company under this Agreement, prospectively or retroactively. Notwithstanding the foregoing, except as otherwise provided in this Agreement, the Board may not amend, alter, suspend, discontinue or terminate this Agreement, prospectively or retroactively, if such action would adversely affect the rights of Optionee, without the consent of the Optionee (or such other person entitled to hold this Option pursuant to Section 3(c) above).

(g) In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of the Optionee, are withheld or collected from such Optionee. In order to assist an Optionee in paying all or a portion of the federal and state taxes to be withheld or collected upon exercise of the Option, the Board, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Optionee to satisfy such tax obligation by (i) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Option with a Fair Market Value (as defined below) equal to the amount of such taxes or (ii) delivering to the Company Shares other than Shares issuable upon exercise such Option with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined. For purposes of this Agreement, "*Fair Market Value*" shall mean, with respect to property (including without limitation any Shares), the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Board. Notwithstanding the foregoing, unless otherwise determined by the Board, the Fair Market Value of Shares as of a given date shall be, if the Shares are then quoted on the Over–the–Counter Bulletin Board ("*OTCBB*"), the closing price as reported on the OTCBB on such date or, if the OTCBB is not open for trading on such date, on the most recent preceding date when it is open for trading.

(h) The validity, construction and effect of the terms of this Agreement and any rules and regulations relating to this Agreement shall be determined in accordance with the laws of the State of Minnesota.

(i) If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Option under any law deemed applicable by the Company, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Company, materially altering the purpose or intent of the Agreement, such provision shall be stricken from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

(j) This Agreement shall not create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any affiliate of the Company and the Optionee or any other person.

(k) No fractional shares of Common Stock shall be issued or delivered pursuant to this Agreement, and the Company shall determine whether cash shall be paid in lieu of any fraction share or whether such fractional share or any rights thereto shall be canceled, terminated or otherwise eliminated.

(Remainder of this page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the Effective Date.

LECTEC CORPORATION

By: /s/ Judd A. Berlin
Judd A. Berlin, Chairman of the Board

OPTIONEE

/s/ Greg Freitag
Greg Freitag

Exhibit 99.1

LecTec Corporation Finalizes Management Transitions and Receives Positive Orders Related to Markman Hearing Held May 6, 2010.

May 26, 2010

TEXARKANA, Texas—(BUSINESS WIRE)—**LecTec Corporation (OTCBB: LECT)** announced today that, effective as of June 1, 2010, Greg Freitag has been appointed to the LecTec Board of Directors and hired as Chief Executive Officer and Chief Financial Officer of the Company. Mr. Judd Berlin will continue as Chairman of the Board of LecTec and has been engaged to act as an advisor to the Company on certain matters effective as of June 1, 2010. These management changes complete the previously announced transition approved in principle by the Board of Directors on May 16, 2010.

As Chief Executive Officer and Chief Financial Officer, Mr. Freitag's employment is "at will" and he is entitled to: (a) an annual base salary in the amount of $150,000; (b) reimbursement for reasonable travel and other business related expenses; and (c) an option to purchase 125,000 shares of our common stock at $3.50 per share, the closing price of LecTec's common stock on May 26, 2010, vesting ratably over 5 quarters, and which will vest in its entirety in the event of a sale, merger or liquidation of the Company pursuant to which Mr. Freitag is terminated as our Chief Executive Officer and Chief Financial Officer. Mr. Freitag will not receive any additional compensation for serving as a member of the LecTec Board of Directors.

Mr. Berlin, who is stepping down as LecTec's Chief Executive Officer and Chief Financial Officer, lead the Company during a period which saw a multi-fold increase in stock price, over $4 million in dividends paid to shareholders and the invention by Mr. Berlin of the hand sanitizer patch. Mr. Berlin remains Chairman of the Board of Directors and is being engaged as an advisor to the Company to evaluate opportunities in Asia and to further support LecTec's efforts regarding the development of its IP portfolio and protection thereof. Mr. Berlin's advisory services agreement with the Company entitles him to: (a) compensation of $11,000 per month; (b) reimbursement for reasonable travel and other business expenses; and (c) reimbursement in the amount of $30,000 if, during any calendar year, his service to the Company requires him to be physically present in the United States for more than 30 days within such year and consequently is required to forfeit the benefit of the Foreign Earned Income Exclusion under the U.S. Internal Revenue Code of 1986. Mr. Berlin's advisory services agreement may be terminated upon 30 days notice by the Company.

LecTec also announced today that the United States District Court for the Eastern District of Texas issued Orders on May 20, 2010, in regard to the patent infringement litigation entitled LecTec Corporation v Chattem, Inc. et al. The first Order was based on LecTec's motion to strike an exhibit from Chattem, Inc.'s Opposition Brief, in which Order the motion to strike was granted by the Court. A second Order denied Defendant's motion request for leave to file for summary judgment as to non-infringement, but granted the request for leave to file for summary judgment as to invalidity of patents. The Court also issued its Markman ruling interpreting certain terms of the LecTec patents.

Mr. Freitag stated "I am very excited to become part of the LecTec management team and about our business strategy to derive the greatest value possible out of each of LecTec's assets. I am committed to controlling the expenses of the Company, and in this regard salaries and advisory fees in the aggregate have been reduced and money spent on R&D will be reviewed based upon return on investment. Most importantly, we believe the current economic/market situation provides very good opportunities to leverage our cash and public entity status."

Mr. Freitag continued to say, "We believe the Orders from the Court are favorable to LecTec and continue to support our vigorous defense of LecTec's intellectual property. This is one step closer to the final resolution of our current patent infringement cases. Although no assurance of outcome can be provided in any litigation, we believe that LecTec will be able to continue its success in its litigation matters. I appreciate having the opportunity to serve the LecTec shareholders."

About LecTec Corporation

LecTec is an intellectual property ("IP") licensing and holding company with approximately $10,000,000 in cash at March 31, 2010. LecTec holds multiple domestic and international patents based on its original hydrogel patch technology and has also filed for a provisional patent for its hand sanitizer patch. The LecTec hydrogel patch technology allows for a number of potential applications, while its hand sanitizer patch is a consumer product which kills targeted infectious organisms and is intended to be dry, thereby rendering the patch harmless in the event that it is licked, chewed or exposed to the eye. An initial prototype of the LecTec hand sanitizer patch has been developed. Although LecTec is conducting limited research and development on its hand sanitizer patch, it intends to engage a strategic partner to complete the hand sanitizer patch development and bring it to market. LecTec also has a licensing agreement ("Novartis Agreement" or "Agreement") with Novartis Consumer Health, Inc. ("Novartis"), which pays royalties to LecTec from time to time, within the terms of the Agreement, based upon a percentage of Novartis' net sales of licensed products. LecTec takes legal action as necessary to protect its IP and is currently involved in two patent infringement actions. Finally, LecTec is pursuing a merger/acquisition strategy with the intent to leverage its cash asset and improve shareholder liquidity.

Cautionary Statements

This press release contains forward–looking statements concerning possible or anticipated future results of operations or business developments which are typically preceded by the words "believes," "wants," "expects," "anticipates," "intends," "will," "may," "should," or similar expressions. Such forward-looking statements are subject to risks and uncertainties, which could cause results or developments to differ materially from those, indicated in the forward–looking statements. Such risks and uncertainties include, but are not limited to, the Company's dependence on royalty payments from Novartis Consumer Health, Inc., which is selling an adult vapor patch licensed by the Company, the Company's dependence on key personnel and Board of Director members, the Company's pending patent infringement litigation against Chattem, Inc. (NASDAQ: CHTT) and Prince of Peace Enterprises, Inc., the issuance of new accounting pronouncements, information disseminated on internet message boards from posters expressing opinions that may or may not be factual, the availability of opportunities for license, sale or strategic partner agreements related to patents that the Company holds, limitations on market expansion opportunities, and other risks and uncertainties detailed from time to time in the Company's filings with the Securities and Exchange Commission, and particularly as described in the "Risk Factors" included in our Form 10–K for the year ended December 31, 2009.

Contacts

LecTec Corporation, Bill Johnson, Controller 903-832-0993