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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 4)***

Corcept Therapeutics Incorporated

(Name of Issuer)

Common Stock, \$0.001 par value
(Title of Class of Securities)

218352102
(CUSIP Number)

James Coyne King, Esq.
Hanify & King, P.C.
One Beacon Street
Boston, Massachusetts 02108
(617) 423-0400

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

November 11, 2008
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 218352102

1	NAMES OF REPORTING PERSONS Paperboy Ventures, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC and SC and OO(1)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="radio"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 12,818,823(2)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 12,818,823(2)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 12,818,823	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 25.2%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

(1) 584,763 shares of the Issuer's Common Stock received by Paperboy Ventures, LLC in exchange for shares of a privately-held company pursuant to a Stock Exchange Agreement, dated July 28, 2008, by and between Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd., and Paperboy Ventures, LLC, among others, for which the parties agreed that the Issuer's Common Stock would be valued consistent with the market price. (The July 28, 2008 closing price on the NASDAQ Capital Market was \$1.98 per share.)

(2) Directly owned by Paperboy Ventures, LLC, a Delaware limited liability company. Mr. Allen Andersson is the sole member of Paperboy Ventures, LLC and may be deemed to have shared voting and dispositive power with respect to such shares.

This Amendment No. 4 (this "Amendment") further amends and supplements the Statement on Schedule 13D filed with the Securities and Exchange Commission on October 1, 2007 and amended on November 13, 2007, December 27, 2007 and March 25, 2008 by and on behalf of Paperboy Ventures, LLC, a Delaware limited liability company with respect to shares of Common Stock, par value \$0.001 per share (the "Common Stock"), of Corcept Therapeutics Incorporated, a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 149 Commonwealth Drive, Menlo Park, California 94025. Unless specifically amended or modified hereby, the disclosure set forth in the Statement on Schedule 13D dated March 28, 2008 shall remain unchanged.

ITEM 3. Source and Amount of Funds or Other Consideration

On November 11, 2008, the Reporting Person acquired 209,655 shares of the Issuer's Common Stock from the Issuer pursuant to the Amendment to Registration Rights Agreement dated November 11, 2008 in full satisfaction of cash liquidated damages owed under the Registration Rights Agreement dated as of March 14, 2008. The shares of Common Stock were valued at \$1.45 per share, the closing marked price of the Issuer's Common Stock on the NASDAQ Capital Market on November 11, 2008.

On November 19, 2008, the Reporting Person received 584,763 shares of the Issuer's Common Stock in exchange for shares of a privately-held company pursuant to a Stock Exchange Agreement, dated July 28, 2008, by and between Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd., and the Reporting Person, among others, for which the parties agreed that the Issuer's Common Stock would be valued consistent with the market price. (The July 28, 2008 closing price on the NASDAQ Capital Market was \$1.98 per share.)

ITEM 4. Purpose of Transaction

The purpose of the acquisition of the Common Stock is for general investment purposes. In addition, the Reporting Person may from time to time, depending on the prevailing market, economic and other conditions, acquire additional shares of the Common Stock of the Issuer or engage in discussions with the Issuer concerning further acquisitions of shares of the Common Stock of the Issuer or further investments in the Issuer. The Reporting Person intends to review its investment in the Issuer on a continuing basis and, depending upon the price and availability of shares of the Common Stock, subsequent developments affecting the Issuer, the Issuer's business and prospects, other investment and business opportunities available to the Reporting Person, general stock market and economic conditions, tax considerations and other factors considered relevant, may decide at any time to increase or to decrease the size of its investment in the Issuer.

Except as set forth on this Schedule 13D, the Reporting Person has made no proposals, and has entered into no agreements, which would be related to or would result in any of the events or matters described in parts (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. Interest in Securities of Issuer

(a) According to the Vice President and Controller of the Issuer, there were 49,763,206 shares of the Issuer's Common Stock issued and outstanding. The Reporting Person may be deemed to beneficially own 12,818,823 shares of Common Stock of the Issuer, along with sole member Allen Andersson, representing approximately 25.2% of the issued and outstanding shares of such class, assuming all warrants are exercised in full.

Of the 12,818,823 shares of Common Stock beneficially owned by the Reporting Person, 1,059,135 are subject to warrants that may be acquired and exercised at any time by Paperboy Ventures, LLC.

(b) The Reporting Person has the sole power to vote and dispose of -0- shares. The Reporting Person has the shared power to vote and dispose of 12,818,823 shares. The Reporting Person may be deemed to have shared voting power with Allen Andersson with respect to such shares.

(c) In the last sixty days the Reporting Person has not purchased any additional shares of the Issuer's Common Stock in the open market, but did (i) receive 209,655 shares of the Issuer's Common Stock from the Issuer on November 11, 2008 pursuant to the Amendment to Registration Rights Agreement dated November 11, 2008 in full satisfaction of cash liquidated damages owed under the Registration Rights Agreement dated as of March 14, 2008, for which the shares of Common Stock were valued at \$1.45 per share, the closing marked price of the Issuer's Common Stock on the NASDAQ Capital Market on November 11, 2008 and (ii) on November 19, 2008, received 584,763 shares of the Issuer's Common Stock in exchange for shares of a privately-held company pursuant to a Stock Exchange Agreement, dated July 28, 2008, by and between Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd., and the Reporting Person, among others, for which the parties agreed that the Issuer's Common Stock would be valued consistent with the market price (and the July 28, 2008 closing price on the NASDAQ Capital Market was \$1.98 per share).

(d) Not applicable.

(e) Not applicable.

ITEM 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

On November 11, 2008, the Reporting Person acquired 209,655 shares of the Issuer's Common Stock from the Issuer pursuant to the Amendment to Registration Rights Agreement dated November 11, 2008 in full satisfaction of cash liquidated damages owed under the Registration Rights Agreement dated as of March 14, 2008. The shares of Common Stock were valued at \$1.45 per share, the closing marked price of the Issuer's Common Stock on the NASDAQ Capital Market on November 11, 2008.

On November 19, 2008, the Reporting Person received 584,763 shares of the Issuer's Common Stock in exchange for shares of a privately-held company pursuant to (i) a Stock Exchange Agreement, dated July 28, 2008, by and between Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd., the Reporting Person and Five Blue Stars Foundation, Inc. and (ii) an Assignment of Rights and Responsibilities under the Stock Exchange Agreement, by and among the Reporting Person and Five Blue Stars Foundation, Inc., for which the parties to both agreed that the Issuer's Common Stock would be valued consistent with the market price. (The July 28, 2008 closing price on the NASDAQ Capital Market was \$1.98 per share.)

Except as disclosed herein, there are no contracts, arrangements, understandings or relations (legal or otherwise) among the Reporting Person and any other person with respect to any securities of the Issue, including, but not limited to transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. Material to Be Filed as Exhibits

- | | |
|------------|--|
| Exhibit A: | Stock Exchange Agreement dated July 28, 2008, by and between Paperboy Ventures, LLC, Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd. and Five Blue Stars Foundation, Inc. |
| Exhibit B: | Assignment of Rights and Responsibilities under the Stock Exchange Agreement dated November 19, 2008, by and among Paperboy Ventures, LLC and Five Blue Stars Foundation, Inc. |
| Exhibit C: | Form of Amendment to Registration Rights Agreement dated November 11, 2008, by and between the Issuer and the investors signatory thereto |
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SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 20, 2008

/s/ Paperboy Ventures, LLC by Allen Andersson, Member

EXHIBIT INDEX

Exhibit No.	Description
Exhibit A:	Stock Exchange Agreement dated July 28, 2008, by and between Paperboy Ventures, LLC, Maverick Fund, L.D.C., Maverick Fund USA, Ltd., Maverick Fund II, Ltd. and Five Blue Stars Foundation, Inc.
Exhibit B:	Assignment of Rights and Responsibilities under the Stock Exchange Agreement dated November 19, 2008, by and among Paperboy Ventures, LLC and Five Blue Stars Foundation, Inc.
Exhibit C:	Form of Amendment to Registration Rights Agreement dated November 11, 2008, by and between the Issuer and the investors signatory thereto

STOCK EXCHANGE AGREEMENT

This Stock Exchange Agreement (this "Agreement") is made this 28th day of July, 2008 by and between Maverick Fund, L.D.C., a Cayman Islands limited duration corporation ("Maverick LDC"), Maverick Fund USA, Ltd., a Texas limited partnership ("Maverick USA"), Maverick Fund II, Ltd., a Cayman Islands exempted company ("Maverick II", and together with Maverick LDC and Maverick USA, "Maverick"), with a principal place of business at 300 Crescent Court, 18th Floor, Dallas, TX 75201, Paperboy Ventures, LLC ("Paperboy"), with a principal place of business at 1875 K St. N.W., Suite 700, Washington, D.C. 20006, and Five Blue Stars Foundation, Inc. ("Five Blue Stars"), a Massachusetts not for profit corporation organized and existing under Ch. 180 of the Massachusetts General Laws, with a principal place of business at One Beacon St., 21st Floor, Boston, MA 02108.

In consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties agree as follows:

1. At the Closing, Maverick LDC, Maverick USA and Maverick II will each sell, transfer and assign to Five Blue Stars the number of shares of Common Stock of Corcept Therapeutics, Incorporated ("Corcept") as are set forth opposite their respective names on Exhibit A attached hereto, aggregating 584,763 shares ("Corcept Common Stock"). At the Closing, Five Blue Stars will sell, transfer and assign to Maverick 27,124 shares of Series D Preferred Stock and 160,000 shares of Series F Preferred Stock (collectively, "Ironwood Preferred Shares") of Ironwood Pharmaceuticals, Inc. ("Ironwood"), to be allocated among Maverick LDC, Maverick USA and Maverick II as set forth on Exhibit B attached hereto.

2. The time of closing the transactions set forth in this Agreement (“Closing”) shall be set by mutual agreement of the parties on or before August 8, 2008, and if not so set by the parties, the Closing shall take place on August 13, 2008 at 3:00 p.m. E.D.T. (“Closing Date”). At the Closing, Maverick shall exchange, transfer, assign and deliver to Five Blue Stars via DTC electronic transfer into a securities account specified by Five Blue Stars in writing to Maverick the shares of Corcept Common Stock free and clear of any lien, claim, judgment, charge, mortgage, security interest, escrow, equity or other encumbrance and Five Blue Stars shall exchange, transfer, assign and deliver to Maverick the Stock Certificate(s) representing the Ironwood Preferred Shares, fully endorsed and executed by Five Blue Stars free and clear of any lien, claim, judgment, charge, mortgage, security interest, escrow, equity or other encumbrance.

3. Each of Maverick LDC, Maverick USA and Maverick II (each a “Maverick Fund”) represents and warrants, severally and not jointly, to Five Blue Stars that (i) it is the registered owner, and will until the Closing be the registered owner, of the number of shares of Corcept Common Stock as are set forth on Exhibit A opposite its name; (ii) it has all requisite corporate or other power, and has taken all requisite corporate or other action, to execute and deliver this Agreement to sell, transfer and assign the Corcept Common Stock as set forth herein and to carry out and perform all of its obligations under this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of such Maverick Fund, enforceable in accordance with its terms; (iv) the execution and delivery of this Agreement does not, and the performance of this Agreement and the compliance with the provisions hereof and the sale, transfer and assignment of the Corcept Common Stock as set forth herein will not, conflict with, or result in a breach or violation of the terms, conditions or provisions of, or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of the corporate records of Corcept or any state or federal statute or regulation or any order, judgment or decree applicable to such Maverick Fund or any covenant, pledge, indenture or other material agreement or instrument to which such Maverick Fund is a party or any of its properties is subject.

4. Paperboy represents and warrants to Maverick that (i) as of the date hereof Paperboy is the registered owner of the Ironwood Preferred Shares and on or before the Closing Paperboy will transfer and give the Ironwood Preferred Shares to Five Blue Stars; (ii) Paperboy has all requisite corporate power, and has taken all requisite corporate action, to execute and deliver this Agreement, to transfer and assign the Ironwood Preferred Shares to Five Blue Stars as provided for herein and to carry out and perform all of its obligations under this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of Paperboy, enforceable in accordance with its terms; (iv) the execution and delivery of this Agreement does not, and the performance of this Agreement and the compliance with the provisions hereof and the transfer and assignment of the Ironwood Preferred Shares to Five Blue Stars will not conflict with, or result in a breach or violation of the terms, conditions or provisions of, or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of the corporate records of Ironwood or any state or federal statute or regulation or any order, judgment or decree applicable to Paperboy or any covenant, pledge, indenture or other material agreement or instrument to which Paperboy is a party or any of its properties is subject; and (v) as the transferee of the Ironwood Preferred Shares, Maverick shall have the right to cause Ironwood to register such shares pursuant to Section 2.10 of the Sixth Amended and Restated Investors' Rights Agreement dated as of February 1, 2007 by and among Ironwood and the other parties thereto.

5. Five Blue Stars represents and warrants to Maverick that (i) as of the Closing Five Blue Stars will be the registered owner of the Ironwood Preferred Shares; (ii) Five Blue Stars has all requisite corporate power, and has taken all requisite corporate action, to execute and deliver this Agreement, to sell, transfer and assign the Ironwood Preferred Shares as set forth herein and to carry out and perform all of its obligations under this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation of Five Blue Stars, enforceable in accordance with its terms; (iv) the execution and delivery of this Agreement does not, and the performance of this Agreement and the compliance with the provisions hereof and the sale, transfer and assignment of the Ironwood Preferred Shares as set forth herein, will not conflict with, or result in a breach or violation of the terms, conditions or provisions of, or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of the corporate records of Ironwood or any state or federal statute or regulation or any order, judgment or decree applicable to Five Blue Stars or any covenant, pledge, indenture or other material agreement or instrument to which Five Blue Stars is a party or any of its properties is subject; and (v) as the transferee of the Ironwood Preferred Shares, Maverick shall have the right to cause Ironwood to register such shares pursuant to Section 2.10 of the Sixth Amended and Restated Investors' Rights Agreement dated as of February 1, 2007 by and among Ironwood and the other parties thereto.

6. The parties understand and confirm that the representations and warranties of each party set forth herein will be relied on by each other party in effecting the transactions set forth herein.

7. Each of the parties will (a) file in a timely manner all forms, including Form 4 and Form 5, if any, that the transactions set forth herein require each party to file with the U.S. Securities & Exchange Commission, and (b) from time to time, upon the request of any other party hereto, take all actions and do all things (including without limitation executing, acknowledging and delivering any additional agreements, instruments and documents) as may be reasonably necessary to consummate the transactions contemplated hereby or to effectuate the intentions and purposes hereof.

8. The representations and warranties made by each party herein shall be true and correct in all material respects on the Closing Date.

9. All notices, requests and other communications relating to this Agreement shall be in writing, shall be mailed by first class, certified airmail or nationally recognized overnight express courier, postage fee paid and shall be deemed given when so received by mail or courier, and addressed as follows:

a. As to Maverick:

John T. McCafferty
Maverick Capital Ltd.
300 Crescent Court, 18th Floor
Dallas, TX 75201
john.mccafferty@maverickcap.com

With a copy to (which shall not constitute notice):

Stephen L. Fluckiger, Esq.
Jones Day
2727 North Harwood St.
Dallas, TX 75201
slfluckiger@jonesday.com

b. As to Paperboy:

Anthony C. Garland,
Chief Financial Officer
Paperboy Ventures, LLC
1875 K St. N.W., Suite 700
Washington, D.C. 20006
acg@paperboyventures.com

With a copy to (which shall not constitute notice):

James Coyne King, Esq.
Hanify & King, Professional Corporation
One Beacon Street, 21st Floor
Boston, Massachusetts 02108
jck@hanify.com

c. As to Five Blue Stars:

Matthew Colburn,
President
Five Blue Stars Foundation, Inc.
One Beacon Street, 21st floor
Boston, MA 02108
matthew@prosperity-democracy.com

With a copy to (which shall not constitute notice):

James Coyne King, Esq.
Hanify & King, Professional Corporation
One Beacon Street, 21st Floor
Boston, Massachusetts 02108
jck@hanify.com

or to such other person at such other place as either party shall designate to the other party in writing.

10. The provisions hereof shall insure to the benefit of and be binding upon, the successors, assigns and administrators of the parties hereto.

11. This Agreement and other documents delivered pursuant hereto constitute the entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

12. Miscellaneous.

a. This Agreement may not be amended except by an instrument signed by the parties hereto.

b. Section headings in this Agreement are included herein for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

c. This Agreement will be governed by, and construed in accordance with, the law of the State of Delaware without giving effect to the principles of conflict of laws of such State.

d. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED AS OF THE 28th DAY OF JULY, 2008.

MAVERICK FUND, L.D.C.

By: Maverick Capital, Ltd., its investment advisor

By: /s/ John T. McCafferty
John T. McCafferty,
Limited Partner & General Counsel

MAVERICK FUND USA, LTD.

By: Maverick Capital, Ltd., its investment advisor

By: /s/ John T. McCafferty
John T. McCafferty,
Limited Partner & General Counsel

MAVERICK FUND II, LTD.

By: Maverick Capital, Ltd., its investment advisor

By: /s/ John T. McCafferty
John T. McCafferty,
Limited Partner & General Counsel

PAPERBOY VENTURES, LLC

By: /s/ Anthony C. Garland
Anthony C. Garland,
Chief Financial Officer

FIVE BLUE STARS FOUNDATION, INC.

By: /s/ Matthew Colburn
Matthew Colburn,
President

Exhibit A

Five Blue Stars Allocations

Name	Concept Common Stock
Maverick Fund, L.D.C.	283,553 shares
Maverick Fund USA, Ltd.	106,211 shares
Maverick Fund II, Ltd.	194,999 shares
Total	584,763 shares

Exhibit B

Maverick Allocations

Ironwood Series F Preferred Stock

Maverick Fund, L.D.C.	77,584 shares
Maverick Fund USA, Ltd.	29,061 shares
Maverick Fund II, Ltd.	<u>53,355 shares</u>
Total	160,000 shares

Ironwood Series D Preferred Stock

Maverick Fund, L.D.C.	13,152 shares
Maverick Fund USA, Ltd.	4,927 shares
Maverick Fund II, Ltd.	<u>9,045 shares</u>
Total	27,124 shares

ASSIGNMENT OF RIGHTS AND
RESPONSIBILITIES UNDER THE STOCK
EXCHANGE AGREEMENT

This Assignment is dated as of November _____, 2008 (the "Assignment") by Five Blue Stars Foundation, Inc., a Massachusetts not for profit corporation organized and existing under Chapter 180 of the Massachusetts General Laws (the "Assignor") in favor of Paperboy Ventures, LLC, a Delaware limited liability company (the "Assignee").

RECITALS:

WHEREAS, the Assignor is a party to that certain Stock Exchange Agreement made by and between the Assignor, the Assignee, Maverick Fund, L.D.C., Maverick Fund USA, Ltd. And Maverick Fund II, Ltd. (collectively, the "Maverick Funds"), dated July 28, 2008 (the "Stock Exchange Agreement"); and

WHEREAS, the Assignor desires to assign to the Assignee, and the Assignee desires to receive from the Assignor, all of the rights and obligation of the Stock Exchange Agreement as provided in this Assignment.

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

1. Assignment. The Assignor hereby assigns to the Assignee all of its rights to receive stock from the Maverick Funds as described in the Stock Exchange Agreement and the Assignee hereby agrees to assume all of the Assignor's obligations and responsibilities under the Stock Exchange Agreement, including the obligation to deliver the stock to the Maverick Funds as set forth in the Stock Exchange Agreement and the obligations embodied by the representations and warranties of the Assignor in the Stock Exchange Agreement.

2. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect Assignee's rights or obligations under the Stock Exchange Agreement.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the Commonwealth of Massachusetts, exclusive of the application of conflict of laws principles.

IN WITNESS WHEREOF, the parties have duly executed this Assignment under seal as of the first date written. above.

Five Blue Stars Foundation, Inc.

By: /s/ James Coyne King
James Coyne King
Secretary

Paperboy Ventures, LLC

By: /s/ Anthony C. Garland
Anthony C. Garland
Chief Financial Officer

AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

November [__], 2008

This Amendment to Registration Rights Agreement (the "**Amendment**") is made and entered into as of November [__], 2008 by and among Corcept Therapeutics Incorporated, a Delaware corporation (the "**Company**"), and the other parties signatory hereto (each a "**Holder**" and collectively, the "**Holders**"). Reference is made to that certain Registration Rights Agreement (the "**Agreement**") made and entered into as of March 14, 2008, by and among Corcept Therapeutics Incorporated, a Delaware corporation (the "**Company**"), and the investors signatory thereto. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement.

WHEREAS, pursuant to Section 2(a) of the Agreement, the Company prepared and filed with the Commission on April 11, 2008 a Registration Statement on Form S-3 (File No. 333-150204) (the "**Registration Statement**") covering the resale of the Registrable Securities, which Registration Statement was declared effective by the Commission on November 10, 2008;

WHEREAS, pursuant to Section 2(c) of the Agreement, the Company is required to pay to each Holder liquidated damages in cash in an amount equal to [__]% of the aggregate purchase price paid by such Holder pursuant to the Purchase Agreement for its Registrable Securities, as a result of the Registration Statement not being declared effective during the period from July 8, 2008 through November 10, 2008 (the "**Liquidated Damages Amount**");

WHEREAS, Section 6(g) of the Agreement provides that the Agreement may be amended with the written consent of the Company and the Holders of no less than eighty percent of the then outstanding Registrable Securities; and

WHEREAS, the Company and the Holders signatory hereto wish to amend the Agreement pursuant to Section 6(g) of the Agreement to provide that the Liquidated Damages Amount shall be payable in shares of the Company's Common Stock valued at the closing market price of the Common Stock on the NASDAQ Capital Market November [10], 2008, rounded down to the nearest whole share.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Amendment, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Holders agree as follows:

1. Notwithstanding anything in the Agreement to the contrary, the Liquidated Damages Amount payable to each Holder shall be payable in the number of newly issued shares of Common Stock, rounded down to the nearest whole share, equal to the Liquidated Damages Amount payable to such Holder divided by \$[___] (the closing market price of the Common Stock on the NASDAQ Capital Market on November [10], 2008) (the “**Liquidated Damages Share Amount**”). The Liquidated Damages Share Amount payable to each Holder is set forth on Annex A hereto. The Liquidated Damages Share Amount shall be the sole payment by the Company for any and all damages of the Holders arising out of the Registration Statement not being declared effective by the Commission prior to November 10, 2008. The Liquidated Damages Share Amount shall be delivered to each holder as promptly as practicable after the date of this Amendment.

2. This Amendment shall be governed by and construed in accordance with the laws of the State of New York as applied to contracts entered into and performed entirely in New York by New York residents.

3. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect according to its terms, and the signatories below hereby ratify and affirm all their respective rights and obligations under the Agreement as amended by this Amendment. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern.

4. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Amendment. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment to Registration Rights Agreement as of the date first written above.

CORCEPT THERAPEUTICS INCORPORATED

By: _____

Name:

Title:

Holder

By: _____
Name:
Title:

ANNEX A

LIQUIDATED DAMAGES SHARE AMOUNTS

Holder

Liquidated Damages Share Amount
