
UNITED STATES
SECURITIES AND EXCHANGE
COMMISSION
Washington, DC 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 2)*

MUSCLEPHARM CORP.

(Name of Issuer)

Common Stock, par value \$0.001 per share

(Title of Class of Securities)

627335201

(CUSIP Number)

**Ryan Charles Drexler
c/o MusclePharm Corp.
4721 Ironton Street, Building A
Denver, CO 80239**

with a copy to:

**George Shuster, Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, New York 10017
(212) 937-7518**

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

December 8, 2016

(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/A, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) 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).

(1) Names of Reporting Persons
Ryan Charles Drexler

(2) Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

(3) SEC Use Only

(4) Source of Funds (See Instructions)
OO

(5) Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e).

(6) Citizenship or Place of Organization.
United States of America

(7) Sole Voting Power.
10,842,943

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

(8) Shared Voting Power.
0

(9) Sole Dispositive Power.
10,842,943

(10) Shared Dispositive Power.
0

(11) Aggregate Amount Beneficially Owned by Each Reporting Person.
10,842,943

(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions).

(13) Percent of Class Represented by Amount in Row (11).
46.8%

(14) Type of Reporting Person (See Instructions).
IN

Item 1. Security and Issuer.

This Amendment No. 2 to Statement of Beneficial Ownership of Schedule 13D (the "Schedule 13D/A") relates to the shares of common stock, \$0.001 par value per share (the "Common Stock") of MusclePharm Corp., a Nevada corporation (the "Issuer"). The Issuer maintains its principal executive office at 4721 Ironton Street, Denver, Colorado 80239.

Item 2. Identity and Background.

- (a) Ryan Charles Drexler (the "Reporting Person") is the reporting person for this Schedule 13D/A.
- (b) The business address for the Reporting Person is 4721 Ironton Street, Building A, Denver, CO 80239.
- (c) Currently, the Reporting Person is the Chief Executive Officer ("CEO") of Consac, LLC ("Consac") and the President, Chief Executive Officer and Executive Chairman of the Board of Directors of the Issuer.
- (d)-(e) During the last five years, the Reporting Person has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, the Reporting Person has not been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) The Reporting Person is a citizen of the United States.

Item 3. Source and Amount of Funds or Other Consideration.

On December 8, 2016, the Reporting Person was granted 200,000 shares of restricted stock in consideration of his entering into the Amended and Restated Executive Employment Agreement between the Issuer and the Reporting Person, dated November 18, 2016 (the "Employment Agreement"). On January 1, 2017, the Reporting Person was granted an additional 350,000 shares of restricted stock pursuant to the terms of the Employment Agreement, upon the achievement of specified performance goals previously established by the Compensation Committee of the Issuer's Board of Directors. Each grant of restricted stock was made under, and subject to the terms and conditions of, the Company's 2015 Incentive Compensation Plan, and vests in full upon the first anniversary of its respective grant date.

In addition, on January 14, 2017, the Issuer and the Reporting Person amended the previously reported convertible secured promissory note dated December 7, 2015 ("First Convertible Note"), issued by the Issuer to the Reporting Person, as the "Holder", in the original principal amount of \$6,000,000. The amendment increased the interest rate on the First Convertible Note from 8% to 10% per annum and extended the maturity date thereof from January 15, 2017 to November 8, 2017 (the "Maturity Date"). The principal amount of the First Convertible Note, as well as any accrued but unpaid interest thereon, is convertible into shares of Common Stock at a per share exercise price of \$2.30.

Item 4. Purpose of Transaction.

On November 18, 2016, the Issuer entered into the Employment Agreement, pursuant to which the Reporting Person agreed to continue to serve as the Executive Chairman of the Board of Directors of the Issuer and also to serve as President and Chief Executive Officer of the Issuer. Pursuant to the Employment Agreement, the Reporting Person was granted additional shares of restricted stock on December 8, 2016 in consideration of his entering into the Employment Agreement, and on January 1, 2017 upon the achievement of specified performance goals previously established by the Compensation Committee of Issuer's Board of Directors. On January 14, 2017, the Issuer and the Reporting Person amended the First Convertible Note to increase the interest rate and extend the maturity date thereof to allow the Issuer to meet its liabilities and continue as a going concern. The Reporting Person holds all shares reported as beneficially owned for investment purposes.

The Reporting Person is President, Chief Executive Officer and Executive Chairman of the Board of Directors of the Issuer. In these capacities the Reporting Person takes, and will continue to take, an active role in the Issuer's management and strategic direction. In addition, in connection with his employment with the Issuer, the Reporting Person may be entitled to cash and other non-equity compensation in connection with a sale of the Issuer or other transaction of the nature described below.

The Reporting Person currently intends to purchase up to 155,000 shares of the Issuer's Common Stock in a privately negotiated transaction, at a purchase price of approximately \$1.60 per share. However, there can be no assurances that this proposed transaction will close, or as to the terms and conditions or the timing of such proposed transaction.

Other than as described above, the Reporting Person does not have any current plans or proposals, but may in the future propose one or more actions, which would result in any of the following:

- (a) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
 - (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
 - (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
 - (d) any change in the present Issuer's board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
 - (e) any material change in the present capitalization or dividend policy of the Issuer;
 - (f) any other material change in the Issuer's business or corporate structure;
 - (g) one or more changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions to the extent they may impede the acquisition of control of the Issuer by any person;
 - (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
 - (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
 - (j) any action similar to any of those enumerated above.
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Item 5. Interest in Securities of the Issuer.

- (a) The Reporting Person beneficially owns 10,842,943 shares of Common Stock, representing approximately 46.8% of the Common Stock. The percentage of shares of Common Stock reported as being beneficially owned by the Reporting Person, assuming the notes described below are converted immediately and all options described below are exercised immediately, is based upon 14,411,609 shares outstanding as of March 1, 2017, as set forth in the Issuer's Annual Report on Form 10-K for the year ended December 31, 2016, filed with the Securities and Exchange Commission on March 15, 2017.

Pursuant to the First Convertible Note, the Reporting Person acquired a convertible note in the original principal amount of \$6,000,000, initially convertible into approximately 2,608,696 shares of the Issuer's Common Stock at a price per share equal to \$2.30. On January 14, 2017, the Issuer and the Reporting Person amended the First Convertible Note to increase the interest rate from 8% to 10% per annum and extend the maturity date thereof from January 15, 2017 to the Maturity Date. Any accrued but unpaid interest on the principal amount will also be convertible into shares of Common Stock at a per share exercise price of \$2.30. As of April 24, 2017, \$37,922.38 of interest, convertible into approximately 16,487 shares, on the First Convertible Note was accrued but unpaid. Unless converted, all outstanding principal and any accrued but unpaid interest under the First Convertible Note (whether or not that interest has been capitalized) (the "First Conversion Amount") shall be due and payable upon the Maturity Date.

Pursuant to a convertible secured promissory note dated November 8, 2016 (the "Second Convertible Note"), issued by the Issuer to the Reporting Person, as the "Holder", the Reporting Person acquired a convertible note in the original principal amount of \$11,000,000, initially convertible in whole or in part into approximately 6,010,929 shares of the Issuer's Common Stock at a price per share equal to \$1.83. Pursuant to the terms of the Second Convertible Note, the Issuer promised to pay the Reporting Person the principal amount together with interest on the outstanding principal amount at a rate of 10% per annum. Any accrued but unpaid interest on the principal amount will also be convertible into shares of Common Stock at a per share exercise price of \$1.83. As of April 24, 2017, \$72,557.11 of interest, convertible into approximately 39,648 shares, on the Second Convertible Note was accrued but unpaid. Unless converted, all outstanding principal and any accrued but unpaid interest under the Second Convertible Note (the "Second Conversion Amount") shall be due and payable on the Maturity Date.

The Reporting Person, as the Holder, may at any time, in his sole discretion, upon written notice to the Issuer, elect to convert all or a portion of the First Conversion Amount and/or the Second Conversion Amount, respectively, into shares of the Issuer's Common Stock at the respective exercise prices of the First Convertible Note and Second Convertible Note.

As of April 24, 2017, the Reporting Person also beneficially owns 1,499,408 shares held by Consac LLC; 31,924 fully vested shares of restricted stock; 550,000 unvested shares of restricted stock; 68,681 shares subject to vested stock options with an exercise price per share of \$1.89; and 17,170 shares subject to stock options with an exercise price per share of \$1.89 that will vest within 60 days of this Amendment No. 2. The Reporting Person is the CEO of Consac and may be deemed to be the indirect beneficial owner (as that term is defined under Rule 13d-3 of the Securities Exchange Act) of the Common Stock that Consac beneficially owns. The Reporting Person has the power to direct the voting and disposition of the Issuer's Common Stock that Consac beneficially owns.

- (b) The Reporting Person has the sole power to vote or direct the vote and sole power to dispose of or direct the disposition of the shares reported as beneficially owned.
- (c) The Reporting Person has not effected any transactions in the Common Stock of the Issuer in the past 60 days.
- (d) Not applicable.
- (e) Not applicable.

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

Except as described above in this Schedule 13D/A, the Reporting Person has no other contracts, arrangements, understandings or relationships with any other person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

The following documents are filed as Exhibits to this statement:

Exhibit Number	Exhibit Description
99.1	Convertible Secured Promissory Note dated December 7, 2015 by and between the Issuer and the Reporting Person (incorporated by reference to the Issuer's Current Report on Form 8-K filed with the SEC on December 10, 2015)
99.2	First Amendment to Convertible Secured Promissory Note dated January 14, 2017, by and between the Issuer and the Reporting Person (incorporated by reference to the Issuer's Annual Report on Form 10-K for the year ended December 31, 2016 filed with the SEC on March 15, 2017)
99.3	Convertible Secured Promissory Note dated November 8, 2016 by and between the Issuer and the Reporting Person (incorporated by reference to the Issuer's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 filed with the SEC on November 9, 2016)
99.4	Amended and Restated Security Agreement dated November 8, 2016 by and between the Issuer and the Reporting Person (incorporated by reference to the Issuer's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 filed with the SEC on November 9, 2016)
99.5	Amended and Restated Executive Employment Agreement dated November 18, 2016 by and between the Issuer and the Reporting Person (incorporated by reference to the Issuer's Current Report on Form 8-K filed with the SEC on November 25, 2016)

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.

May 4, 2017

/s/Ryan Charles Drexler

Ryan Charles Drexler, individually, and as President of Consac, LLC
