As filed with the Securities and Exchange Commission on March 31, 2009.

Registration No. 333-_____

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

NEOPROBE CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	31-1080091
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

425 Metro Place North, Suite 300
Dublin, Ohio 43017
(Address of Registrant's principal executive offices)

NEOPROBE CORPORATION 401(k) PLAN
(Full Title of the Plan)

Brent L. Larson
Vice President, Finance, Chief Financial Officer,
Treasurer and Secretary
Neoprobe Corporation
425 Metro Place North, Suite 300
Dublin, Ohio 43017
(614) 793-7500
(Name, address and telephone number of agent for service)

Copies of Correspondence to:
William J. Kelly, Jr., Esq.
Porter, Wright, Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215
(614) 227-2136
wjkelly@porterwright.com

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer☐	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☒

Calculation of Registration Fee

Title of Securities to be Registered[1]	Amount to be Registered[2]	Proposed Maximum Offering Price Per Share[3]	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee[4]
Common Stock,$.001 par value	400,000	$ 0.53	$ 212,000	$ 11.83

(1)This Registration Statement covers only shares of common stock, $.001 par value, of Neoprobe Corporation ("Neoprobe Common Stock") that may be issued to the Neoprobe Corporation 401(k) Plan, as amended (the "Plan"), or its beneficiaries as employer matching contributions. The interests of employees in the Plan are not being registered hereby.

(2)This Registration Statement registers 400,000 additional shares of Neoprobe Common Stock for issuance to the Plan or its beneficiaires. A Registration Statements on Form S-8 was previously filed on December 22, 2005 (Registration No. 333-130636), for the existing securities available under the Plan. In accordance with Rule 416 under the Securities Act of 1933, as amended, this Registration Statement shall be deemed to cover an indeterminate number of additional shares of Neoprobe Common Stock, as may be issuable pursuant to future stock dividends, stock splits or similar transactions.

(3)Estimated solely for the purpose of calculating the proposed maximum aggregate offering price and the registration fee pursuant to Rule 457(h) and Rule 457(c) under the Securities Act of 1933, as amended, based upon the average of the high and low prices of Neoprobe Common Stock as reported on the OTC Bulletin Board on March 30, 2009.

(4) Pursuant to General Instruction E to Form S-8, a filing fee is only being paid with respect to the registration of additional securities for the Plan.

EXPLANATORY NOTE

This Registration Statement on Form S-8 (this "Registration Statement") is being filed for the purpose of registering an additional 400,000 shares of the common stock of Neoprobe Corporation (the "Corporation") to be issued to the Neoprobe Corporation 401(k) Plan, as amended (the "Plan"), or its beneficiaries as employer matching contributions. Pursuant to General Instruction E to Form S-8, we incorporate by reference into this Registration Statement the contents of the Corporation's Registration Statement on Form S-8 previously filed with the Securities and Exchange Commission (the "Commission") on December 22, 2005 (Registration No. 333-130636).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Registration Statement (by incorporation by reference or otherwise) in accordance with the Note to Part I of Form S-8. The documents containing the information required by Part I, which also relate to the shares registered under the Registration Statement on Form S-8 filed December 22, 2005 (Registration No. 130636), will be sent or given to participants as specified by Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The Corporation incorporates by reference the following documents that the Corporation has previously filed with the Commission:

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2008, filed March 30, 2009.

2. Current Report on Form 8-K (as to Item 5.02 only) dated March 10, 2009 (filed March 11, 2009); and Current Report on Form 8-K dated March 19, 2009 (filed March 24, 2009).

3. The description of the Corporation's common stock which is contained in the Corporation's Form 8-A filed with the Commission pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, as updated in any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Corporation pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 8. Exhibits

Exhibit Number		Description
4(a)		Neoprobe Corporation 401(k) Plan (incorporated by reference to Exhibit 4(a) to the Company's Registration Statement on Form S-8, filed December 22, 2005 (Registration No. 333-130636)).
4(b)	*	First Amendment to the Neoprobe Corporation 401(k) Plan For Economic Relief and Tax Relief Reconciliation Act of 2001, dated April 21, 2005.
4(c)	*	Second Amendment to the Neoprobe Corporation 401(k) Plan, dated December 21, 2006.
4(d)	*	Third Amendment to the Neoprobe Corporation 401(k) Plan, dated April 17, 2007
4(e)	*	Fourth Amendment to the Neoprobe Corporation 401(k) Plan, dated December 30, 2008.
4(f)		Amended and Restated Certificate of Incorporation of Neoprobe Corporation as corrected February 18, 1994 and amended June 27, 1994, June 3, 1996, March 17, 1999, May 9, 2000, June 13, 2003, July 27, 2004, June 22, 2005 and November 20, 2006 (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form SB-2 filed December 7, 2006).
4(g)		Amended and Restated By-Laws dated July 21, 1993, as amended July 18, 1995, May 30, 1996 and July 26, 2007 (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K dated August 3, 2007).
5(a)	*	Opinion of Porter, Wright, Morris & Arthur LLP regarding legality.
23(a)		Consent of Porter, Wright, Morris & Arthur LLP (included in Exhibit 5 filed herewith).
23(b)	*	Consent of Independent Registered Public Accounting Firm.
24	*	Powers of Attorney.

* Filed herewith.

The Corporation previously submitted the Neoprobe Corporation 401(k) Plan (the "Plan") to the Internal Revenue Service (the "IRS") and received a determination letter from the IRS, dated November 21, 2005, confirming that the Plan was qualified under Section 401 of the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation hereby undertakes to submit the Plan, as amended by: (1) the First Amendment to the Neoprobe Corporation 401(k) Plan For Economic Relief and Tax Relief Reconciliation Act of 2001, dated April 21, 2005; (2) Second Amendment to the Neoprobe Corporation 401(k) Plan, dated December 21, 2006; (3) Third Amendment to the Neoprobe Corporation 401(k) Plan, dated April 17, 2007; and (4) Fourth Amendment to the Neoprobe Corporation 401(k) Plan, dated December 30, 2008, to the IRS in a timely manner and will make all changes required by the IRS in order to qualify the Plan under Section 401 of the Code.

Signatures

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dublin, State of Ohio, on March 31, 2009.

NEOPROBE CORPORATION

/s/ Brent L. Larson
Brent L. Larson, Vice President, Finance, Chief Financial Officer, Treasurer and Secretary

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
* David C. Bupp David C. Bupp	President, Chief Executive Officer and Director (principal executive officer)	March 31, 2009
/s/ Brent L. Larson Brent L. Larson	Vice President, Finance, Chief Financial Officer, Treasurer and Secretary (principal financial officer and principal accounting officer)	March 31, 2009
* Carl J. Aschinger, Jr. Carl J. Aschinger, Jr.	Chairman of the Board of Directors	March 31, 2009
* Reuven Avital Reuven Avital	Director	March 31, 2009
* Kirby I. Bland, M.D. Kirby I. Bland	Director	March 31, 2009
 Owen E. Johnson, M.D.	Director	March 31, 2009
* Fred B. Miller Fred B. Miller	Director	March 31, 2009
 Gordon A. Troup	Director	March 31, 2009
* J. Frank Whitley, Jr. J. Frank Whitley, Jr.	Director	March 31, 2009

* By: /s/ Brent L. Larson
Brent L. Larson, attorney-in-fact for each of the persons indicated

FIRST AMENDMENT OF THE NEOPROBE CORPORATION
401(k) PLAN FOR THE
ECONOMIC GROWTH AND TAX RELIEF RECONICILIATION ACT OF 2001

PREAMBLE

Adoption and effective date of amendment. This amendment of the Neoprobe Corporation 401(k) Plan (the "Plan") is adopted to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"). This amendment is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. Except as otherwise provided, this amendment shall be effective as of the first day of the first Plan Year beginning after December 31, 2001.

Supersession of inconsistent provisions. This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

1. Section 2.15 of the Plan is amended by the addition of the paragraph below to the end of Section 2.15:

   "The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year."

2. Section 2.16 of the Plan is amended by the addition of the paragraph below to the end of Section 2.16:

   "The annual Compensation of each Participant taken into account under Article VI of this Plan for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year."

3. Section 6.04 is amended and revised by the addition of the following sentence to the end of 6.04(b):

"The multiple use test described in Treasury Regulation Section 1.401(m)-2 and this Section 6.04(b) of the Plan shall not apply for Plan Year beginning after December 31, 2001."

4. Section 2.51 is amended by the addition of the below paragraphs to the end of Section 2.51.

"The preceding paragraphs in this Section 2.51 are effective for Limitation Years beginning before December 31, 2001. Effective for Limitation Years beginning after December 31, 2001, except to the extent permitted under Section 414(v) of the Code (if applicable), the annual addition that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) $40,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code, or

(b) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the Limitation Year.

The foregoing limit is referred to as the "415(c) Limit." The 415(c) Limit with respect to any Participant for a Limitation Year, plus the amount of any additional elective deferral permitted to be made by a Participant under Section 414(v) of the Code with respect to such Limitation Year, is referred to as the "Maximum Permissible Amount." The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition."

If there is a short Limitation Year because of a change in the Limitation Year, the administrator will multiply the $40,000 limitation (or larger limitation) by the following fraction: number of months in the short Limitation Year divided by twelve (12)."

5. Section 5.04 of the Plan is amended and revised by the addition of the following sentence to the end of the first paragraph of Section 5.04:

"No Participant shall be permitted to have Elective Deferrals made under this Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the dollar limitation contained in Section 402(g) of the Code in effect for such taxable year, except to the extent permitted by this Section 5.04 and Section 414(v) of the Code, if applicable."

6. Section 5.04 is amended and revised by the addition of the following paragraph to the end of the Section:

"Effective January 1, 2002, all Employees who are eligible to make Elective Deferrals under this Plan and who have attained age 50 before the close of the calendar year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions."

7. Section 4.02 of the Plan is amended by the addition of the following sentence to the end of the first paragraph of Section 4.02:

"Provided, further, that such Matching Contributions shall not be made on Elective Deferrals that constitute catch-up contributions permitted by section 414(v) of the Code."

8. Section 8.01(c) of the Plan is amended as set forth below in order to change the Matching Contribution Vesting Schedule:

"Vesting schedule. Effective for Plan Years beginning after December 31, 2001, a Participant's accrued benefit derived from Employer Matching Contributions shall vest as provided by the Employer below and shall apply to all Participants with accrued benefits derived from Employer Matching Contributions.

Vesting Schedule for Employer Matching Contributions:

☒ Option 1. A Participant's accrued benefit derived from Employer Matching Contributions shall be fully and immediately vested.

☐ Option 2. A Participant's accrued benefit derived from Employer Matching Contributions shall be nonforfeitable upon the Participant's completion of three years of vesting service.

☐ Option 3. A Participant's accrued benefit derived from Employer Matching Contributions shall vest according to the following schedule:

Years of vesting service	Nonforfeitable percentage
2	20%
3	40%
4	60%
5	80%
6	100%."

9. Section 9.10(b)(ii) is amended by the addition of the following to the end of Section 9.01(b)(ii):

"provided, however, that notwithstanding the preceding portion of this clause (b)(ii), a Participant who receives a distribution of Elective Deferrals after December 31, 2001, on account of hardship shall be prohibited from making Elective Deferrals and Employee After-Tax Contributions under this and all other plans of the employer for 6 months after receipt of the distribution. A Participant who receives a distribution of Elective Deferrals in calendar year 2001 on account of hardship shall be prohibited from making Elective Deferrals and Employee contributions under this and all other plans of the Employer for 12 months after receipt of the distribution."

10. Section 5.01(c) is amended by the addition of the following paragraph to the end of Section 5.01(c).

"Effective for hardship distributions made after December 31, 2001, the Contribution Agreement suspension period of 12 months as set forth above is changed to 6 months."

11. Section 9.11(b)(iv) is amended by the addition of the following sentence to the end of Section 9.11(b)(iv):

"Effective for calendar years beginning on or after January 1, 2002, this Section 9.11(b)(iv) is deleted."

12. Section 9.01 of the Plan is amended and revised by the addition of the following to the end of the second paragraph of Section 9.01:

"The Employer elects to exclude Rollover contributions in determining the value of the Participant's nonforfeitable Account balance for purposes of the Plan's involuntary cash out rules. The value of a Participant's nonforfeitable Account balance shall be determined without regard to that portion of the Account balance that is attributable to Rollover contributions (and earnings allocable thereto) within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16) of the Code. If the value of the Participant's nonforfeitable Account balance as so determined is $5,000 or less, the Plan shall immediately distribute the Participant's entire nonforfeitable Account balance. The preceding three sentences, which deal with the exclusion of rollover contributions in the determination of the value of the Account balance, shall apply with respect to distributions made after December 31, 2001, with respect to Participants who separated from service after December 31, 2001."

13. Section 11.05 is amended by the addition of the following paragraphs to the end of the Section:

"(d) Effective date. This Section shall apply to distributions made after December 31, 2001.

Modification of definition of Eligible Retirement Plan. For purposes of the direct rollover provisions in this Section 11.05, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relation Order, as defined in Section 414(p) of the Code.

Modification of definition of Eligible Rollover Distribution to exclude hardship distributions. For purposes of the direct rollover provisions in this Section 11.05, any amount that is distributed on account of hardship shall not be an Eligible Rollover Distribution and the Distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

14. Section 11.05 is further amended as provided below by the addition of the following to the end of Section 11.05:

"In addition to, and subject to, the foregoing terms and conditions (with the exception of those provisions regarding the acceptance of rollover contributions from conduit individual retirement accounts), effective January 1, 2002, the Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001, from the types of plans specified below.

Direct Rollovers:

The Plan will accept a direct rollover of an Eligible Rollover Distribution from:

☒ a qualified plan described in Section 401(a) or 403(a) of the Code.

☒ an annuity contract described in Section 403(b) of the Code.

☒ an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Employee Rollover Contributions from Other Plans:

The Plan will accept an Employee contribution of an Eligible Rollover Distribution from:

☒ a qualified plan described in Section 401(a) or 403(a) of the Code.

☒ an annuity contract described in Section 403(b) of the Code.

☒ an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

Participant Rollover Contributions from IRAs:

The Plan will accept an Employee rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

Notwithstanding any of the foregoing, the Plan will not accept any portion of a rollover contribution or a direct rollover that includes after-tax employee contributions.

15. Section 11.05(b) is amended in its entirety for distributions made after December 31, 2001 as set forth below:

"(b) The amount transferred to the plan is transferred within sixty (60) days of the date such individual received the Eligible Rollover Distribution, provided, however, that for distributions made after December 31, 2001, the Secretary of the Treasury may waive the 60-day rollover period if the failure to waive such requirement would be against equity or good conscience, including cases of casualty, disaster, or other events beyond the reasonable control of the individual as provided under Code Sections 402(c)(3) and 408(d)(3)."

16. Section 14.08 is added to the Plan as set forth below:

"Section 14.08. Modification of Top-Heavy Rules.

(a) Effective date. Notwithstanding any other provisions of this Article XIV, this Section 14.08 shall apply for purposes of determining whether the Plan is a Top Heavy Plan under Section 416(g) of the Cod for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirement of Section 416(c) of the Code for such years.

(b) Determination of Top-Heavy status.

(i) Key Employee. Key Employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than $130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than $150,000. For this purpose, annual Compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(ii) Determination of present values and amounts. This Section 14.08(c)(ii) shall apply for purposes of determining the present values of accrued benefits and the amounts of Account balances of Employees as of the Determination Date.

For distributions during a year ending on the Determination Date, the present values of accrued benefits and the amounts of Account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not be terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than separation from service, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

For Employees not performing services during a year ending on the Determination Date, the accrued benefits and Accounts of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date shall not be taken into account.

(c) Minimum benefits.

(i) Matching contributions. Employer Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Employer Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as Matching Contributions for purposes of the Actual Contribution Percentage test and other requirements of Section 401(m) of the Code.

(ii) Contributions under other plans. The Employer may provide in this Plan that the minimum benefit requirement shall be met in another plan (including another plan that consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Code and Matching Contributions with respect to which the requirements of Section 401(m)(11) of the Code are met).

(iii) Minimum benefits for Employees also covered under another plan. The minimum benefit for Employees also covered under another plan of the Employer shall be met in this Plan."

(d) The Top-Heavy requirements of Section 416 of the Code and Article XIV of the Plan shall not apply in any year beginning after December 31, 2001, if the Plan consists solely of a cash or deferred arrangement which meets the requirements of Section 401(k)(12) of the Code and Matching Contributions with respect to which the requirements of Section 401(m)(11) of the Code are met."

17. Section 15.10 is amended by the addition of the following final paragraph:

"Effective for Plan loans made after December 31, 2001, Plan provisions prohibiting loans to any Owner-Employee or Shareholder-Employee shall cease to apply."

18. Section 9.12 of the Plan is amended by the addition of the following paragraph to the end of Section 9.12:

"Notwithstanding any other provision of this Plan, effective for distributions made after December 31, 2001, a Participant's Elective Deferrals, Qualified Employer Contributions, and earnings attributable to these contributions shall be distributed on account of the Participant's severance from employment. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other than provisions that require a separation from service before such amounts may be distributed for severances from employment occurring after December 31, 2001."

EMPLOYER:

NEOPROBE CORPORATION

Date: 4/21/2005

By: /s/ Carl Bosch
Vice President, Research & Development

TRUSTEE:

NEOPROBE CORPORATION

Date: 4/21/2005

By: /s/ Brent L. Larson
Vice President, Finance and CFO

SECOND AMENDMENT TO THE
NEOPROBE CORPORATION 401(k) PLAN (the "Plan")

Pursuant to the authority of Section 13.01 of the Plan, Neoprobe Corporation (the "Employer") hereby amends the Plan as follows, effective as stated herein;

Part I: Amendments to the Plan for Final 401(k) and 401(m) Regulations.

The Employer hereby amends to the Plan to conform the Plan to final regulations under Code Sections 401(k) and 401(m) as published by the Internal Revenue Service ("IRS") on December 29, 2004. This amendment is intended as good faith compliance with the interim amendment requirements under IRS Revenue Procedure 2005-66 and IRS Notice 2005-95 and Code Sections 401(k) and 401(m). Unless otherwise set forth below, this amendment shall be effective with respect to Plan Years beginning after December 31, 2005.

This amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this amendment.

1. Section 2.18 is amended by the addition of the following paragraph to the end of the Section as set forth below:

"A Contribution Agreement under Section 5.02 cannot relate to Compensation that is currently available prior to the adoption or effective date of Section 5.02. Elective Deferrals cannot precede the earlier of (1) the performance of services relating to the Elective Deferral Contribution or (2) when the Compensation that is subject to the Contribution Agreement would be currently available to the Employee in the absence of an election to defer. Notwithstanding the foregoing provisions, the timing of Elective Deferrals will not fail to satisfy the requirements of this paragraph merely because contributions for a pay period are occasionally made before the services with respect to that pay period are performed, provided the contributions are made early in order to accommodate bona fide administrative considerations."

2. Section 2.49 is amended by the addition of the following paragraphs to the end of the Section as set forth below:

"Employer contributions are not matching contributions made on account of Elective Deferrals if they are contributed before the cash or deferred election is made or before the Employees' performance of services with respect to which the Elective Deferrals are made (or when the cash that is subject to the cash or deferred elections would be currently available, if earlier). In addition, an employer contribution is not a Matching Contribution made on account of an Employee After-Tax Contribution if it is contributed before the Employee After-Tax Contribution. This paragraph does not apply to a forfeiture that is allocated as a Matching Contribution. In addition, an allocation of shares from an employee stock ownership plan loan suspense account described in Treasury Regulation Section 54.4975-11(c) and (d) will not fail to be treated as a Matching Contribution solely because the Employer contribution that resulted in the release and allocation of those shares from the suspense account is made before the Employees' performance of services with respect to which the Elective Deferrals are made (or when the cash that is subject to the cash or deferred elections would be currently available, if earlier) provided that:

(1) The contribution is for a required payment that is due under the loan terms; and

(2) The contribution is not made early with a principal purpose of accelerating deductions.

The timing of contributions will not be treated as failing to satisfy the requirements of the immediately preceding paragraph merely because contributions are occasionally made before the Employees' performance of services with respect to which the Elective Deferrals are made (or when the cash that is subject to the cash or deferred elections would be currently available, if earlier) in order to accommodate bona fide administrative considerations and are not paid early with a principal purpose of accelerating deductions."

3. Section 6.01(b)(i) is amended in its entirety as set forth below:

"(i) The actual deferral ratio of any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Elective Deferral Contributions (and Qualified Nonelective Contributions and/or Qualified Matching Contributions, if treated as Elective Deferral Contributions for purposes of the ADP test) allocated to such Participant's accounts under two (2) or more cash or deferred arrangements described in Code Section 401(k), that are maintained by the same employer, shall be determined as if such Elective Deferral Contributions (and, if applicable, such Qualified Nonelective Contributions and/or Qualified Matching Contributions) were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements of the Employer that have different Plan Years, then all Elective Deferral Contributions made during the Plan Year being tested under all such cash or deferred arrangements shall be aggregated, without regard to the plan years of the other plans. However, for Plan Years beginning before the effective date of this amendment, if the plans have different plan years, then all such cash or deferred arrangements ending with or within the same calendar year shall be treated as separate if mandatorily disaggregated under the Regulations of Code Section 401(k)."

4. Section 6.01(b) is amended by the addition of this new subsection 6.01(b)(viii) as set forth below:

"(viii) Except as otherwise provided in this paragraph, the Plan may use the current year testing method or prior year testing method for the ADP test for a Plan Year without regard to whether the current year testing method or prior year testing method is used for the ACP test for that Plan Year. However, if the Plan uses different testing methods, then the Plan cannot use:

(a) The recharacterization method of Regulation Section 1.401(k)-2(b)(3) to correct excess contributions for a Plan Year;
(b) The rules of Regulation Section 1.401(m)-2(a)(6)(ii) to take Elective Deferral Contributions into account under the ACP test (rather than the ADP test); or

(c) The rules of Regulation Section 1.401(k)-2(a)(6)(v) to take Qualified Matching Contributions into account under the ADP test (rather than the ACP test)."

5. Section 6.02(c) is amended in its entirety to read as follows:

"(c) Determination of Income or Loss. Excess Contributions shall be adjusted for any gain or loss (hereinafter "income") up to the date of distribution, including an adjustment for income for the period between the end of the Plan Year and the date of the distribution (the "gap period"). The Administrator has the discretion to determine and allocate income using any of the methods set forth below:

(i) Reasonable method of allocating income. The Administrator may use any reasonable method for computing the income allocable to Excess Contributions, provided that the method does not violate Code Section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts.

(ii) Alternative method of allocating income. The Administrator may allocate income to Excess Deferral Contributions for the Plan Year by multiplying the income for the Plan Year allocable to the Elective Deferral Contributions and other amounts taken into account under the ADP test (including contributions made for the Plan Year), by a fraction, the numerator of which is the Excess Contributions for the Employee for the Plan Year, and the denominator of which is the sum of the:

(1) Account balance attributable to Elective Deferral Contributions and other amounts taken into account under the ADP test as of the beginning of the Plan Year, and

(2) Any additional amount of such contributions made for the Plan Year.

(iii) Safe harbor method of allocating gap period income. The Administrator may use the safe harbor method in this paragraph to determine income on Excess Contributions for the gap period. Under this safe harbor method, income on Excess Contributions for the gap period is equal to ten percent (10%) of the income allocable to Excess Contributions for the Plan Year that would be determined under paragraph (b) above, multiplied by the number of calendar months that have elapsed since the end of the Plan Year. For purposes of calculating the number of calendar months that have elapsed under the safe harbor method, a corrective distribution that is made on or before the fifteenth (15^{th}) day of a month is treated as made on the last day of the preceding month and a distribution made after the fifteenth day of the month is treated as made on the last day of the month.

(iv) Alternative method for allocating Plan Year and gap period income. The Administrator may determine the allocable gain or loss for the aggregate of the Plan Year and the gap period, by applying the alternative method provided by paragraph (ii) above to this aggregate period. This is accomplished by substituting the income for the Plan Year and the gap period, for the income for the Plan Year, and by substituting the contributions taken into account under the ADP test for the Plan Year and the gap period, for the contributions taken into account under the ADP test for the Plan Year in determining the fraction that is multiplied by that income.

The Plan will not fail to use a reasonable method for computing income merely because the income allocable to Excess Contributions is determined on a date that is no more than seven (7) days before the distribution."

6. Section 6.04(b)(ii) is amended in its entirety as set forth below:

"(ii) The actual contribution ratio for any Participant who is a Highly Compensated Employee and who is eligible to have Matching Contributions or Employee After-Tax Contributions allocated to his or her account under two (2) or more plans described in Code Section 401(a), or arrangements described in Code Section 401(k) that are maintained by the same Employer, shall be determined as if the total of such contributions was made under each plan and arrangement. If a Highly Compensated Employee participates in two (2) or more such plans or arrangements that have different plan years, then all Matching Contributions and Employee After-Tax Contributions made during the Plan Year being tested under all such plans and arrangements shall be aggregated without regard to the plan years of the other plans. For Plan Years beginning before the effective date of this amendment, all such plans and arrangements ending with or within the same calendar year shall be treated as separate if mandatorily disaggregated under the Regulations of Code Section 401(m)."

7. Section 6.04(b) is amended by the addition of this new subsection 6.04(b)(viii) as set forth below:

"(viii) Except as otherwise provided in this paragraph, the Plan may use the current year testing method or prior year testing method for the ADP test for a Plan Year without regard to whether the current year testing method or prior year testing method is used for the ACP test for that Plan Year. However, if the Plan uses different testing methods, then the Plan cannot use:

(a) The recharacterization method of Regulation Section 1.401(k)-2(b)(3) to correct excess contributions for a Plan Year;

(b) The rules of Regulation Section 1.401(m)-2(a)(6)(ii) to take Elective Deferral Contributions into account under the ACP test (rather than the ADP test); or

(c) The rules of Regulation Section 1.401(k)-2(a)(6)(v) to take Qualified Matching Contributions into account under the ADP test (rather than the ACP test)."

8. Section 6.05(c) is amended in its entirety as set forth below:

"(c) Determination of Income of Loss. Distributions of Excess Aggregate Contributions must be adjusted for income, including an adjustment for income for the period between the end of the Plan Year and the date of the distribution (the "gap period"). For the purposes of this Section, income shall be determined and allocated in accordance with the provisions of Section 6.02(c) of this amendment, except that such Section shall be applied by substituting "Excess Contributions" with "Excess Aggregate Contributions" and by substituting amounts taken into account under the ACP test for amounts taken into account under the ADP test."

9. Section 6.06 is amended in its entirety as set forth below:

6.06 Qualified Employer Contributions.

The Employer may elect to treat all or a part of its Matching Contributions and its Employer Contributions as Qualified Employer Contributions for purposes of meeting the ADP test or ACP tests and as necessary to meet the nondiscrimination tests described in this Article VI. Qualified Employer Contributions shall be allocated to Nonhighly Compensated and Highly Compensated Participants' Qualified Employer Contribution Account (and which such Contributions may be allocated to some Plan Participants but not others as set forth below) in an amount sufficient to pass the test and such contributions shall be fully vested and nonforfeitable at all times. The Employer, at the time such contributions are made, will designate whether these contributions are Qualified Nonelective Contributions or Qualified Matching Contributions as defined in Regulation Section 1.401(k)-6 and Regulation Section 1.401(m)-5, respectively.

Additionally, the Employer may make additional contributions to the Plan which the Employer designates as Qualified Employer Contributions for purposes of meeting the ADP or ACP tests. Such contributions will be allocated to Nonhighly Compensated Participants' Qualified Employer Contribution Account (and which such Contributions may be allocated to some Plan Participants but not others as set forth below) in an amount sufficient to pass the test and such contributions shall be fully vested and nonforfeitable at all times.
In applying the requirements set forth in Code Sections 401(k)(3)(A)(ii), 401(m)(2), 410(b) and 401(a)(4), the Employer may, at its option, utilize such testing procedures as may be permitted under Code Sections 401(a)(4), 401(k), 401(m) or 410(b), including without limitation, (i) aggregation of the Plan with one or more other qualified plans, (ii) restructuring of the Plan into one or more component plans, (iii) inclusion of Qualified Matching Contributions, Qualified Nonelective Contributions or Elective Deferrals described in, and meeting the requirements of, Regulations under Code Sections 401(k) and 401(m) to any other qualified plan of the Employer, or (iv) any permissible combination thereof.

The provisions of this Section 6.06 may not be used for purposes of meeting the nondiscrimination tests described in this Article VI if the Employer elects to use the prior year testing method as described in Section 6.01(a) and/or 6.04(a).

Additionally, Qualified Nonelective Contributions cannot be taken into account in determining the actual deferral ratio for a Plan Year for a Non-Highly Compensated Employee to the extent such contributions exceed the product of that Non-Highly Compensated Employee's Code Section 414(s) compensation and the greater of five percent (5%) or two (2) times the Plan's "representative contribution rate." Any Qualified Nonelective Contribution taken into account under an ACP test under Regulation Section 1.401(m)-2(a)(6) (including the determination of the representative contribution rate for purposes of Regulation Section 1.401(m)-2(a)(6)(v)(B)), is not permitted to be taken into account for purposes of this Section (including the determination of the "representative contribution rate" under this Section). For purposes of this Section:

(a) The Plan's "representative contribution rate" is the lowest "applicable contribution rate" of any eligible Non-Highly Compensated Employee among a group of eligible Non-Highly Compensated Employees that consists of half of all eligible Non-Highly Compensated Employees for the Plan Year (or, if greater, the lowest "applicable contribution rate" of any eligible Non-Highly Compensated Employee who is in the group of all eligible Non-Highly Compensated Employees for the Plan Year and who is employed by the Employer on the last day of the Plan Year), and

(b) The 'applicable contribution rate' for an eligible Non-Highly Compensated Employee is the sum of the Qualified Matching Contributions taken into account in determining the actual deferral ratio for the eligible Non-Highly Compensated Employee for the Plan Year and the Qualified Nonelective Contributions made for the eligible Non-Highly Compensated Employee for the Plan Year, divided by the eligible Non-Highly Compensated Employee's Code Section 414(s) compensation for the same period.

Notwithstanding the above, Qualified Nonelective Contributions that are made in connection with an Employer's obligation to pay prevailing wages under the Davis-Bacon Act, Public Law 71-798, Service Contract Act of 1965, Public Law 89-286, or similar legislation can be taken into account for a Plan Year for a Non-Highly Compensated Employee to the extent such contributions do not exceed 10 percent (10%) of that Non-Highly Compensated Employee's Code Section 414(s) compensation.

Qualified Matching Contributions may only be used to calculate an actual deferral ratio to the extent that such Qualified Matching Contributions are Matching Contributions that are not precluded from being taken into account under the ACP test for the Plan Year under the rules of Regulation Section 1.401(m)-2(a)(5)(ii) and as set forth in this Section in the below paragraphs.

A Matching Contribution with respect to an Elective Deferral Contribution for a Plan Year is not taken into account under the ACP test for a Non-Highly Compensated Employee to the extent it exceeds the greater of:

(a) five percent (5%) of the Non-Highly Compensated Employee's Code Section 414(s) compensation for the Plan Year;

(b) the Non-Highly Compensated Employee's Elective Deferral Contributions for the Plan Year; and

(c) the product of two (2) times the Plan's 'representative matching rate' and the Non-Highly Compensated Employee's Elective Deferral Contributions for the Plan Year.

For purposes of this Section, the Plan's "representative matching rate" is the lowest "matching rate" for any eligible Non-Highly Compensated Employee among a group of Non-Highly Compensated Employees that consists of half of all eligible Non-Highly Compensated Employees in the Plan for the Plan Year who make Elective Deferral Contributions for the Plan Year (or, if greater, the lowest "matching rate" for all eligible Non-Highly Compensated Employees in the Plan who are employed by the Employer on the last day of the Plan Year and who make Elective Deferral Contributions for the Plan Year).

For purposes of this Section, the Plan's "matching rate" for an Employee generally is the Matching Contributions made for such Employee divided by the Employee's Elective Deferral Contributions for the Plan Year. If the matching rate is not the same for all levels of Elective Deferral Contributions for an Employee, then the Employee's "matching rate" is determined assuming that an Employee's Elective Deferral Contributions are equal to six percent (6%) of Code Section 414(s) compensation.

If the Plan provides a Matching Contribution with respect to the sum of the Employee's After-Tax Contributions and Elective Deferral Contributions, then for purposes of this Section, that sum is substituted for the amount of the Employee's Elective Deferral Contributions in subsections (b) and (c) above and in determining the 'matching rate,' and Employees who make either Employee After-Tax Contributions or Elective Deferral Contributions are taken into account in determining the Plan's 'representative matching rate.' Similarly, if the Plan provides a match with respect to the Employee's After-Tax Contributions, but not Elective Deferral Contributions, then for purposes of this subsection, the Employee's After-Tax Contributions are substituted for the amount of the Employee's Elective Deferral Contributions in subsections (b) and (c) above and in determining the 'matching rate,' and Employees who make Employee After-Tax Contributions are taken into account in determining the Plan's 'representative matching rate.'

Qualified Nonelective Contributions cannot be taken into account under the ACP test for a Plan Year for a Non-Highly Compensated Employee to the extent such contributions exceed the product of that Non-Highly Compensated Employee's Code Section 414(s) compensation and the greater of five percent (5%) or two (2) times the Plan's 'representative contribution rate.' Any Qualified Nonelective Contribution taken into account under an ADP test under Regulation Section 1.401(k)-2(a)(6) (including the determination of the "representative contribution rate" for purposes of Regulation Section 1.401(k)-2(a)(6)(iv)(B)) is not permitted to be taken into account for purposes of this Section (including the determination of the "representative contribution rate" for purposes of subsection (a) below). For purposes of this Section:

(a) The Plan's 'representative contribution rate' is the lowest 'applicable contribution rate' of any eligible Non-Highly Compensated Employee among a group of eligible Non-Highly Compensated Employees that consists of half of all eligible Non-Highly Compensated Employees for the Plan Year (or, if greater, the lowest "applicable contribution rate" of any eligible Non-Highly Compensated Employee who is in the group of all eligible Non-Highly Compensated Employees for the Plan Year and who is employed by the Employer on the last day of the Plan Year), and

(b) The 'applicable contribution rate' for an eligible Non-Highly Compensated Employee is the sum of the Matching Contributions taken into account in determining the actual deferral rate for the eligible Non-Highly Compensated Employee for the Plan Year and the Qualified Nonelective Contributions made for that Non-Highly Compensated Employee for the Plan Year, divided by that Non-Highly Compensated Employee's Code Section 414(s) compensation for the Plan Year.

Notwithstanding the above, Qualified Nonelective Contributions that are made in connection with an Employer's obligation to pay prevailing wages under the Davis-Bacon Act, Public Law 71-798, Service Contract Act of 1965, Public Law 89-286, or similar legislation can be taken into account for a Plan Year for a Non-Highly Compensated Employee to the extent such contributions do not exceed 10 percent (10%) of that Non-Highly Compensated Employee's Code Section 414(s) compensation.

Qualified Nonelective Contributions and Qualified Matching Contributions cannot be taken into account under this Section to determine an actual deferral ratio to the extent such contributions are taken into account for purposes of satisfying any other ADP test, any ACP test, or the requirements of Regulation Section 1.401(k)-3, 1.401(m)-3, or 1.401(k)-4. Thus for example, Matching Contributions that are made pursuant to Regulation Section 1.401(k)-3(c) cannot be taken into account under the ADP test. Additionally, if the Plan switches from the current year testing method to the prior year testing method under Regulation Section 1.401(k)-2(c), Qualified Nonelective Contributions that are taken into account under the current year testing method for a Plan Year may not be taken into account under the prior year testing method for the subsequent Plan Year."

10. Section 8.03(b) is amended by the addition of the following paragraph to the end of the Section as set forth below:

"Notwithstanding the above deemed cashout provisions, the Plan shall otherwise take a Participant's Elective Deferral Contributions into account to determine whether a Participant has a nonforfeitable right to contributions for the purpose of the forfeiture provisions under Code Section 411(a)(6) and 410(a)(5) and for the purpose of permitting repayment of distributions and restoration of forfeitures."

11. Section 9.10(a) is amended in its entirety, as set forth below:

"(a) The following are the only financial needs considered immediate and heavy: (1) deductible medical expenses or deductible expenses necessary to obtain medical care (within the meaning of Section 213(d) of the Code) for the Employee, the Employee's Spouse, children, or dependents (as dependents are defined in Section 152 of the Code); (2) costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Employee; (3) payment of tuition, related educational fees, and room and board expense for up to the next twelve (12) months of post-secondary education for the Employee, the Employee's Spouse, children or dependents (as dependents are defined in Section 152 of the Code); (4) the need to prevent the eviction of the Employee from, or a foreclosure on the mortgage of the Employee's principal residence; (5) payments for burial or funeral expenses for the Employee's deceased parent, Spouse, children or dependents (as defined in Section 152 of the Code; or (6) expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income).

The definition of dependent for all purposes under this Plan is defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2) and (d)(1)(B)."

Part II: Miscellaneous Amendment.

1. The First Amendment to the Plan shall be changed to clarify that the Plan Section number referenced at Item 11 of the amendment as 9.11(b)(iv) should reference Plan Section number 9.10(b)(iv).

The remainder of the Plan remains unchanged.

This amendment has been executed this 22nd day of December, 2006.

EMPLOYER:

NEOPROBE CORPORATION

By: /s/ Brent L. Larson
Brent L. Larson

Its: V.P. Finance/CFO

TRUSTEE:

NEOPROBE CORPORATION

By: /s/ Brent L. Larson
Brent L. Larson
Its: V.P. Finance/CFO

Exhibit 4(d)

THIRD AMENDMENT TO
THE NEOPROBE CORPORATION 401(k) PLAN

Background Information

A. Neoprobe Corporation (the "Company") maintains the Neoprobe Corporation 401(k) Plan, effective January 1, 2005 (the "Plan").

B. The Company desires to amend the Plan to (1) change the Plan Trustee to AST Capital Trust Company of Delaware ("AST"), (2) amend certain Plan provisions to reflect changes to the trust provisions of the Plan, (3) provide for a separate Trust agreement with AST, (4) reflect administrative practices regarding the calculation of matching contributions, (5) incorporate the ability to charge expenses to Plan participants' directed accounts, and (6) add an automatic enrollment feature to the Plan.

C. The Company has the power to amend and modify the Plan pursuant to Section 13.01 of the Plan.

Plan Amendments

1. Effective June 1, 2007, Section 2.76 of the Plan is amended by the addition of the following as the second sentence of the section:

> "Effective June 1, 2007, the Trust provisions are generally set forth in a separate Trust agreement entered into by and between the Company and AST Capital Trust Company of Delaware, Trustee."

2. Effective June 1, 2007, Section 2.77 is amended by the addition of a second paragraph, as set forth below:

> "Notwithstanding any other provision of this Plan, effective June 1, 2007, Trustee shall mean AST Capital Trust Company of Delaware."

3. Effective June 1, 2007, the third paragraph of Section 4.02 is amended and restated in its entirety, as set forth below:

> "Matching Contributions shall be made by the Employer and allocated to the Matching Contribution Account of a Participant provided, however, such Matching Contributions shall be made no later than the time prescribed by law for filing the Employer's Federal income tax return (including extensions) for the taxable year with respect to which the Matching Contributions are made."

4. Effective June 1, 2007, the first paragraph of Section 5.02(a) of the Plan is amended and restated in its entirety, as set forth below:

"Amount. The Employer shall automatically deduct and withhold from such Participant's Compensation each payroll period five percent (5%) of such Employee's Compensation and contribute such amount to the Trust Fund on a before-tax basis, subject to the limitation of Section 5.04. Notwithstanding the foregoing, the Participant may execute a Contribution Agreement authorizing the Employer to deduct and withhold from such Employee's Compensation a different percentage of such Compensation (including a zero Elective Deferral amount) and contribute such amount to the Trust Fund on a before-tax basis, subject to the limitation of Section 5.04. The Participant may also make a special salary deferral election of 100% of any bonus. Elective Deferral Contributions shall be held in a Participant's Elective Deferral Account and shall be fully vested and non-forfeitable at all times. Prior to the time an automatic Elective Deferral election first goes into effect, a Participant must receive written notice concerning the effect of the automatic Elective Deferral election and his/her right to elect a different level of Elective Deferral under the Plan, including the right to elect not to defer. After receiving the notice, a Participant must have a reasonable time to enter into a new Contribution Agreement before any automatic Elective Deferral election goes into effect."

5. Effective June 1, 2007, Section 10.01(c) is amended and restated in its entirety as set forth below:

"As directed by the Company, the Trustee shall have the sole responsibility of management of the assets held under the Trust, except those assets, the management of which has been assigned to an Investment Manager, if any, who shall be solely responsible for the management of the assets assigned to it, all as specifically provided in the Plan."

6. Effective June 1, 2007, Section 11.01 is amended and restated in its entirety as set forth below:

"11.01 Basic Responsibilities.

The Trustee shall have the following categories of responsibilities:

(a) Consistent with the funding policy and method determined by the Company, and as directed by the Company, to invest (subject to Participant direction of investment), manage, and control the Plan assets subject, however, to the direction of any Investment Manager appointed to manage all or a portion of the assets of the Plan;

(b) At the direction of the Administrator, to pay benefits required under the Plan to be paid to Participants, or, in the event of their death, to their beneficiaries;

(c) To maintain records of receipts and disbursements and furnish to the Employer, and/or Administrator, for each Fiscal Year a written annual report pursuant to Section 11.10."

7. Effective June 1, 2007, Section 11.02 is amended and restated in its entirety as set forth below:

"11.02 Investment Powers and Duties.

(a) The Trustee, as directed by the Company, shall invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Company shall deem advisable, including, but not limited to, stocks, common or preferred, bonds and mortgages, mutual funds, common trust funds including common trust funds and collective funds of the Trustee and/or any of its affiliates or other fiduciary and/or any of its affiliates, collective investment funds, and group annuity or deposit administration contracts and other evidences of indebtedness or ownership, and real estate or any interest therein. The Company shall at all times in directing the Trustee to make investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan. Such investments shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Company in making investment decisions and in directing the Trustee shall give due regard to any limitations imposed by the Code or ERISA so that at all times the Plan may qualify as a qualified 401(k) profit sharing plan and trust.

By way of illustration but not limitation, the Company may direct the Trustee to invest the funds of the Trust in such securities and properties as the Company may determine and shall not be restricted by any applicable laws prescribing forms of property which may be held or acquired by a Trustee.

The Trustee, as directed by the Company, may purchase Qualifying Employer Securities or Qualifying Employer Real Property from the Employer or from any other source. All such purchases must be made at fair market values.

(b) The Trustee, as directed by the Company, may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and recordkeeping nature.

(c) Reserved."

8. Effective June 1, 2007, Section 11.03 is amended and restated in its entirety as set forth below:

"11.03 Participant Direction.

Each Participant (and any Employee who rolls an Eligible Rollover Distribution into this Plan if pursuant to Section 11.05(a) an Employee is eligible to make an Eligible Rollover Distribution into this Plan) may elect to direct the investment of his Account in any of the alternative investment funds established by the Trustee, as directed by the Company, as part of the overall Trust Fund.

Provided, however, a Participant may only elect to direct investment with respect to his Elective Deferral Account.

A Participant may elect to direct investments with respect to all current or future contributions or with respect to his accumulated balance. If the Participant does not provide direction on the investment of the Account (or a portion of the Account), the Trustee, as directed by the Company, will invest it as it has been directed and as is determined by the Company under the funding policy of the Plan, until such time as the Participant elects to direct the investment of his Account or portion thereof.

A Participant must submit written instructions to the Company for every change in selection of investment options.

All charges and fees related to an individual Participant's investment activities may be charged to the Participant's Account as set forth in Section 11.09.

The Participant may change investment selection daily.

If a Participant has elected to direct the investment of his Account and a tender offer is made for any shares of stock held in the Participant's Account, the Participant shall make the decision as to whether to tender the shares by submitting timely written instructions to the Trustee."

9. Effective June 1, 2007, Section 11.07 of the Plan is amended and restated in its entirety, as set forth below:

"11.07 Other Powers.

The Trustee, shall have the powers and authorities described in the Trust agreement provided for in Section 2.76 of this Plan all as are generally described below:

(a) As directed by the Company, purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and utilized;

(b) As directed by the Company, to sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(c) As directed by the Company, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property all as directed by the Company;

(d) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(e) As directed by the Company, to accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(f) As directed by the Company, to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(g) As directed by the Company, to settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(h) As directed by the Company, to employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the Employer. Notwithstanding the foregoing sentence, the Trustee, in its discretion and upon written prior notice to the Company, may engage such attorneys, investment advisors, subcustodians, accountants and such other advisors, including the services of the custodian as described below, and, anything contained herein to the contrary notwithstanding, to engage in such legal or administrative proceedings as are deemed reasonably required in connection with the administration of the Trust, and to compensate any persons so engaged at such wages, fees, remuneration, consideration or otherwise, and upon such terms and conditions as the Trustee shall deem reasonable under the circumstances. The Trustee, in its discretion, may engage a custodian to perform certain duties and responsibilities, including custodial duties, record maintenance and the production of statements on the investments held by the custodian.

(i) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of its nominees, including a custodian as custodian for the Trustee, and to hold any investments in bearer form, or to hold any investment unregistered or in such form that either will pass by delivery, provided, however, that the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(j) As directed by the Company, to apply for and procure from responsible insurance companies, to be selected by the Company, either for the general benefit of the Trust Fund or for the particular benefit of a particular Participant, as an investment of the Trust Fund such annuity, or other Contracts (on the life of any Participant) as the Company shall deem proper; to exercise, at any time or from time to time, any and all rights, options and privileges of an absolute owner which may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;

(k) As directed by the Company, to invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;

(l) As directed by the Company, to invest in Treasury Bills and other forms of United States government obligations;

(m) As directed by the Company, to sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange;

(n) As directed by the Company, to deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(o) As directed by the Company, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or an affiliated company of the Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests."

10. Effective June 1, 2007, Section 11.08 of the Plan is amended and restated in its entirety, as set forth below:

"11.08 Duties Regarding Contributions and Payments.

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan: (a) accept contributions to Plan, including but not limited to, contributions by the Employer; the Trustee is not obligated to collect any contributions from the Employer or to see that such funds are deposited according to the provisions of the Plan; and (b) make payments out of the Trust Fund as directed by the Company; except as otherwise provided herein, the Trustee shall not be responsible in any way for the application of such payments. Any distributions made from the Trust shall be in cash, securities, or other property as the Company shall determine. If payment is in securities, the securities to be used in making such payment shall be those which the Administrator shall in his sole discretion determine, and such securities shall be valued for the purpose of such payment at the value thereof as of the date of such payment."

11. Effective June 1, 2007, Section 11.09 of the Plan is amended and restated in its entirety, as set forth below:

"11.09 Trustee's Compensation and Expenses and Taxes.

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Company and the Trustee under the terms of the Trust agreement as provided for in Section 2.76 of this Plan.

All expense of administration may be paid out of the Trust Fund unless such expenses are paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any Named Fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator or the Trustee in carrying out the instructions of Participants as to the directed investment of their accounts, and other specialists and their agents, and other costs of administering the Plan. Additionally, expenses which are directly attributable to a specific Participant shall be charged directly against the Participant's Account. Such expenses include but are not limited to a loan, to a hardship distribution or to the bankruptcy of a Participant. Until paid, any and all expenses shall constitute a liability of the Trust Fund."

12. Effective June 1, 2007, Section 11.10 of the Plan is amended and restated in its entirety, as set forth below:

"11.10 Annual Report.

"The Trustee shall furnish to the Company a written statement of account as set forth in the Trust agreement as provided for in Section 2.76 of the Plan."

13. Effective June 1, 2007, Section 11.12 of the Plan is amended and restated in its entirety, as set forth below:

"11.12 Apportionment, Resignation, Removal and Succession of Trustee.

The appointment, resignation, removal and succession of Trustee provisions are set forth under the terms of the Trust agreement as provided for in Section 2.76 of the Plan."

14. Effective June 1, 2007, Section 11.13 of the Plan is amended and restated in its entirety, as set forth below:

"11.13 Liability of Trustee.

The liability and indemnification of the Trustee is as set forth under the terms of the Trust agreement as provided for in Section 2.76 of the Plan."

The remainder of the Plan remains unchanged.

This amendment has been executed on this 4th day of April, 2007.

COMPANY:

Neoprobe Corporation

By: /s/ Brent L. Larson

Its: VP/Finance CFO

Exhibit 4(e)

FOURTH AMENDMENT TO THE
NEOPROBE CORPORATION 401(k) PLAN (the "Plan")

Pursuant to the authority of Section 13.01 of the Plan, Neoprobe Corporation (the "Employer") hereby amends the Plan to conform the Plan to final regulations under Code Section 415 that were released in April 2007. Unless otherwise set forth below, this amendment shall be effective as of the first limitation year beginning on or after July 1, 2007.

12. Section 2.07 is amended by the addition of the following final paragraph:

Annual additions for purposes of Section 415 of the Code shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under ERISA or under other applicable federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a Department of Labor order, the Department of Labor's Voluntary Fiduciary Correction Program, or a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty under ERISA are not restorative payments and generally constitute contributions that are considered annual additions.

13. Section 2.15 is amended by the addition of the following final provisions:

Effective January 1, 2008, in determining the amount or allocation of any contribution that is based on Compensation, only Compensation paid to a Participant for services rendered to the Employer while employed as an Eligible Employee shall be taken into account. Further, notwithstanding anything to the contrary herein, severance amounts paid after severance from employment shall be excluded from Compensation. For purposes of this Section, "severance amounts" are any amounts paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment, excluding payments of regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments if such payments would have been made prior to a severance from employment if the Employee had continued in employment with the employer.

For purposes of this Section, an Employee has a "severance from employment" when the Employee ceases to be an employee of the employer maintaining the Plan, and an Employee does not have a "severance from employment" if, in connection with a change of employment, the individual's new employer maintains such Plan with respect to the individual. The determination of whether an Employee ceases to be an employee of the employer maintaining the Plan is based on all of the relevant facts and circumstances.

14. Section 2.16 is amended by the addition of the following final provisions:

Effective for Limitation Years beginning on or after July 1, 2007, the definition of Compensation for purposes of Section 4.06 shall be Compensation as set forth in Section 2.15, with the following exceptions:

(i) Compensation shall be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the Limitation Year, regardless of date of participation;

(ii) Compensation shall not include amounts paid as compensation to anonresident alien, as defined in Code Section 7701(b)(1)(B), who is not aParticipant in the Plan to the extent the compensation is excludable fromgross income and is not effectively connected with the conduct of a trade or business within the United States.

15. Section 4.06(b) is amended by the addition of the following final paragraph:

Provided, however, that for Limitation Years beginning on or after July 1, 2007 in correcting an amount that exceeds the Maximum Permissible Amount, the Employer may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS), or any successor thereto, and may not use any other correction method.

The remainder of the Plan remains unchanged.

This amendment has been executed this 30th day of December, 2008.

EMPLOYER:

NEOPROBE CORPORATION

By: /s/ Brent L. Larson

Its: Vice President, Finance and CFO

Exhibit 5(a)

PORTER, WRIGHT, MORRIS & ARTHUR LLP
41 South High Street
Columbus, Ohio 43215-6194
Telephone: 614/227-2000
Facsimile: 614/227-2100

March 31, 2009

Neoprobe Corporation
425 Metro Place North, Suite 300
Dublin, Ohio 43017

Re: Registration Statement on Form S-8
Neoprobe Corporation 401(k) Plan (the "Plan")

Ladies and Gentlemen:

We have acted as counsel for Neoprobe Corporation, a Delaware corporation ("Neoprobe"), in connection with the Registration Statement on Form S-8 (the "Registration Statement"), filed by Neoprobe with the Securities and Exchange Commission under the Securities Act of 1933, as amended, with respect to the registration of 400,000 shares of Neoprobe Common Stock, $.001 par value (the "Shares"), to be issued under the Plan.

In connection with this opinion, we have examined such corporate records, documents and other instruments of the registrant as we have deemed necessary.

Based on the foregoing, we are of the opinion that the Shares will, when issued and paid for in accordance with the provisions of the Plan, be legally issued, fully paid and nonassessable, and entitled to the benefits of the Plan.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Porter, Wright, Morris & Arthur LLP

PORTER, WRIGHT, MORRIS & ARTHUR LLP

Exhibit 23(b)

Consent of Independent Registered Public Accounting Firm

Neoprobe Corporation
Dublin, Ohio

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement of our report dated March 27, 2009, relating to the consolidated financial statements, appearing in the Company's Annual Report on Form 10-K for the year ended December 31, 2008.

/s/ BDO SEIDMAN, LLP

Chicago, Illinois
March 27, 2009

Exhibit 24

POWER OF ATTORNEY

Each of the undersigned officers and directors of Neoprobe Corporation, a Delaware corporation (the "Company"), hereby appoints David C. Bupp and Brent L. Larson as his or her true and lawful attorneys-in-fact, or either of them, with power to act without the other, as his or her true and lawful attorney-in-fact, in his or her name and on his or her behalf, and in any and all capacities stated below, to sign and to cause to be filed with the Securities and Exchange Commission (the "Commission"), the Company's Registration Statement on Form S-8 (the "Registration Statement") to register under the Securities Act of 1933, as amended, 400,000 shares of Common Stock, $.001 par value, of the Company to be to be issued to the Neoprobe Corporation 401(k) Plan (the "Plan") or its beneficiaries as employer matching contributions, and such other number of shares as may be issued under the anti-dilution provision of the Plan, and any and all amendments, including post-effective amendments, to the Registration Statement, hereby granting unto such attorneys-in-fact, and to each of them, full power and authority to do and perform in the name of and on behalf of the undersigned, in any and all such capacities, every act and thing whatsoever necessary to be done in and about the premises as fully as the undersigned could or might do in person, hereby granting to each such attorney-in-fact full power of substitution and revocation, and hereby ratifying all that any such attorney-in-fact or his substitute may do by virtue hereof.

IN WITNESS WHEREOF, the undersigned have signed these presents this 30th day of March, 2009.

Signature	Title
/s/ David C. Bupp David C. Bupp	President, Chief Executive Officer and Director (principal executive officer)
/s/ Brent L. Larson Brent L. Larson	Vice President, Finance, Chief Financial Officer, Treasurer and Secretary (principal financial officer and principal accounting officer)
/s/ Carl J. Aschinger, Jr. Carl J. Aschinger, Jr.	Chairman of the Board of Directors
/s/ Reuven Avital Reuven Avital	Director
/s/ Kirby I. Bland, M.D. Kirby I. Bland, M.D.	Director
_____ Owen E. Johnson, M.D.	Director
/s/ Fred B. Miller Fred B. Miller	Director
_____ Gordon A. Troup	Director
/s/ J. Frank Whitley, Jr. J. Frank Whitley, Jr.	Director