

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) March 31, 2009

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

Delaware
(State or other jurisdiction
of incorporation)

0-26520
(Commission
File Number)

31-1080091
(IRS Employer
Identification No.)

425 Metro Place North, Suite 300, Columbus, Ohio
(Address of principal executive offices)

43017
(Zip Code)

Registrant's telephone number, including area code (614) 793-7500

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On March 31, 2009, Neoprobe Corporation (the “Company”) entered into an agreement (the “Agreement”) with Platinum-Montaur Life Sciences, LLC (“Montaur”) to modify terms related to the calculation of dividend payments and the timing of delivery of interest and dividend payments due to Montaur under various financing agreements between the two parties that may be paid in shares of common stock of the Company. Specifically, pursuant to the Agreement, the Company and Montaur agreed to modify certain terms of the: (1) 10% Series A Convertible Senior Secured Promissory Note in the principal amount of \$7,000,000, due December 26, 2011, issued to Montaur by the Company on December 26, 2007, as amended (the “Series A Note,” previously filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K filed January 2, 2008); (2) 10% Series B Convertible Senior Secured Promissory Note in the principal amount of \$3,000,000, due December 26, 2011, issued to Montaur by the Company on April 16, 2008 (the “Series B Note,” and together with the Series A Note the “Notes,” previously filed as Exhibit 10.3 to the Company’s Current Report on Form 8-K filed April 18, 2008); (3) Series X Warrant to Purchase Shares of Common Stock of Company issued to Montaur on April 16, 2008 (the “Series X Warrant,” previously filed as Exhibit 10.4 to the Company’s Current Report on Form 8-K filed April 18, 2008); (4) Series Y Warrant to Purchase Shares of Common Stock of Company issued to Montaur on December 5, 2008 (the “Series Y Warrant,” and together with the Series X Warrant the “Warrants,” previously filed as Exhibit 10.2 to the Company’s Current Report on Form 8-K filed December 9, 2008); and (5) Certificate of Designations, Voting Powers, Preferences, Limitations, Restrictions, and Relative Rights of the Company’s Series A 8% Cumulative Convertible Preferred Stock (the “Certificate of Designations,” previously filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed January 2, 2008).

Pursuant to the terms of the Agreement, Montaur has agreed: (1) to waive any adjustment to the conversion price or the exercise price under the Series A 8% Cumulative Convertible Preferred Stock (the “Preferred Stock”), and the Warrants, respectively, that would have otherwise been made as a result of the payment in shares of the Company’s common stock of dividends on the Preferred Stock (“Dividend Shares”), or interest on the Notes (“Interest Shares” and, together with the Dividend Shares, the “Payment Shares”), provided that such waiver is effective only if the valuation of the Payment Shares under Section 1.2 of the Notes (i.e., 90% of the trailing five Trading Day (as defined in the Notes) average VWAP (as defined in the Notes)), assuming for purposes of this calculation that such Payment Shares are paid pursuant to the Notes, is more than \$0.40 per share; and (2) that the physical delivery of a certificate representing Payment Shares at any time up to two business days after the relevant interest or dividend payment date shall be deemed timely delivered.

In consideration for the modifications described above, the Agreement further provides that: (1) any shares of the Company’s common stock delivered as Dividend Shares shall, notwithstanding any provision of the Certificate of Designations to the contrary, be valued by reference to 90% of the average VWAP for the five Trading Days immediately preceding the date of payment, including the dividend payment made by the Company on the date of the Agreement; and (2) that the Company shall amend the Certificate of Designations within 30 days of the date of the Agreement to reflect such revised valuation for the future payment of Dividend Shares.

The foregoing description of the Agreement is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached hereto as Exhibit 10.1 and which is incorporated herein in its entirety by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| <i>Exhibit Number</i> | <i>Exhibit Description</i> |
|-----------------------|--|
| 10.1 | Agreement Modifying the Interest and Dividend Payment Dates of the Neoprobe Corporation Series A and B Promissory Notes and Series A Preferred Stock, and Exercise and Conversion Price Adjustment Provisions of the Neoprobe Corporation Series X and Y Warrants and Series A Preferred Stock, dated as of March 31, 2009, by and between Neoprobe Corporation and Platinum-Montaur Life Sciences, LLC. |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Neoprobe Corporation

Date: April 6, 2009

By: /s/ Brent L. Larson
Brent L. Larson, Vice President, Finance and
Chief Financial Officer

Platinum-Montaur Life Sciences, LLC
152 West 57th Street
New York, New York 10019

March 31, 2009

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

Ladies and Gentlemen:

Reference is made to (i) the 10% Series A Senior Secured Convertible Promissory Note in the principal amount of \$7,000,000 (the "Series A Note") issued by Neoprobe Corporation ("Neoprobe") to Platinum-Montaur Life Sciences, LLC ("Platinum"), (ii) the 10% Series B Senior Secured Convertible Promissory Note in the initial principal amount of \$3,000,000 (the "Series B Note" and, together with the Series A Note, the "Notes") issued by Neoprobe to Platinum, (iii) the 8% Cumulative Convertible Preferred Stock (the "Preferred Stock") issued by Neoprobe to Platinum, (iv) the Series X Warrant to Purchase Shares of Common Stock (the "Series X Warrant") issued by Neoprobe to Platinum and (v) the Series Y Warrant to Purchase Shares of Common Stock (the "Series Y Warrant") issued by Neoprobe to Platinum.

Pursuant to and in accordance with Section 1.2 of the Notes, Neoprobe is permitted to pay interest on the Notes in shares of its Common Stock ("Interest Shares"), at a valuation determined by reference to 90% of the average VWAP (as defined in the Notes) for the five Trading Days (as defined in the Notes) immediately preceding the date of payment. Neoprobe is permitted to pay dividends on the Preferred Stock in shares of its Common Stock ("Dividend Shares" and, together with the Interest Shares, the "Payment Shares").

You have asked Platinum to waive certain conversion or exercise price adjustments under the Preferred Stock, the Series X Warrant and the Series Y Warrant that may result from the issuance and payment of the Payment Shares. You have also asked Platinum to extend to Neoprobe a two business day "grace" period for the delivery of certificates representing the Payment Shares.

Platinum hereby agrees that, for so long as no Event of Default (as defined in the Notes) shall have occurred, (i) Platinum will be deemed to have waived any adjustment to the conversion price or the exercise price under the Preferred Stock, the Series X Warrant and the Series Y Warrant, as applicable, that would have otherwise been made as a result of the issuance and payment of the Payment Shares; provided that such waiver is effective only if the valuation of the Payment Shares under Section 1.2 of the Notes (i.e., 90% of the trailing five Trading Day average VWAP), assuming for purposes of this calculation that such Payment Shares are paid pursuant to the Notes, is more than \$0.40 per share, and (ii) the physical delivery of a certificate representing the Payment Shares at any time up to two business days after the relevant interest or dividend payment date shall be deemed timely delivered.

By its execution below, Neoprobe agrees (i) that any shares of Common Stock delivered as Dividend Shares shall, notwithstanding any provision of the Certificate of Designations, Voting Power, Preferences, Limitations, Restrictions and Relative Rights (the "Certificate of Designations") of the Preferred Stock to the contrary, be valued by reference to 90% of the average VWAP for the five Trading Days immediately preceding the date of payment, including the dividend payment to be made by Neoprobe on the date hereof, and (ii) the Certificate of Designations shall amended within 30 days of the date hereof to reflect such a revised valuation for all future payment of Dividend Shares.

Very truly yours,

Platinum-Montaur Life Sciences, LLC

By: /s/ Michael Goldberg
Name: Michael Goldberg
Title: Portfolio Manager

Accepted and Agreed to this
31st day of March, 2009 by

Neoprobe Corporation

By: /s/ Brent L. Larson
Name: Brent L. Larson
Title: VP Finance/ CFO
