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

FORM 10-KSB

(Mark One)

[X] ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the fiscal year ended: December 31, 2001

OR

[_] TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the transition period from _____ to _____.

Commission file number: 0-26520

NEOPROBE CORPORATION

(Name of Small Business Issuer 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	43017-1367
(Address of Principal Executive Offices)	(Zip Code)

Issuer's telephone number, including area code: (614) 793-7500 Securities registered pursuant to Section 12(b) of the Act: None Securities registered pursuant to Section 12(g) of the Act:

Common Stock, par value $.001 per share

(Title of Class)

Rights to Purchase Series A Junior Participating Preferred Stock

(Title of Class)

Check whether the Registrant: (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [_]

Check if there is no disclosure of delinquent filers pursuant to Item 405 of Regulation S-B contained herein and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. [_]

The aggregate market value of shares of common stock held by non-affiliates of the registrant on March 1, 2002 was $14,816,394.

The number of shares of common stock outstanding on March 1, 2002 was 36,450,067

Transitional Small Business Disclosure Format (check one): Yes [_] No [X]

DOCUMENTS INCORPORATED BY REFERENCE

None.

PART I

ITEM 1. DESCRIPTION OF BUSINESS

DEVELOPMENT OF THE BUSINESS

Neoprobe Corporation (Neoprobe, the Company or we) is a biomedical technology company that provides innovative surgical and diagnostic products that enhance patient care by meeting the critical decision-making needs of healthcare professionals. Neoprobe was originally incorporated in Ohio in 1983 and reincorporated in Delaware in 1988. Our executive offices are located at 425 Metro Place North, Suite 300, Dublin, Ohio 43017-1367. Our telephone number is (614) 793-7500.

Through most of its history, Neoprobe has devoted substantially all of its efforts and resources to the research and clinical development of innovative systems for the intraoperative diagnosis and treatment of cancers. As we assessed our business during early 2001, however, it became evident that we needed to take steps to expand our product portfolio. Following our assessment, we evaluated a variety of opportunities to acquire or license various medical device products that were primarily, but not exclusively, in the oncology field. In September 2001, we announced that we had reached an agreement in principle to acquire Biosonix, Ltd., located in Kfar Malal, Israel. In February 2002, Biosonix Ltd. changed its name to Cardiosonix Ltd. (Cardiosonix). Cardiosonix is developing and commercializing a unique line of blood flow measurement devices for a variety of diagnostic and surgical applications. We completed the acquisition on December 31, 2001. The decision to expand beyond our product focus on oncology was based on our belief that the technology platform underlying the Cardiosonix line of products has tremendous market potential and is very synergistic in a number of ways with our gamma detection device product line. We intend to take advantage of those synergies in the development, regulation and manufacture of Cardiosonix' devices. We believe that the path of market adoption for the Cardiosonix devices will be similar to the path we have experienced with our gamma detection devices.

Although we have expanded our strategic focus to include blood flow medical devices, we intend to continue many of the strategies outlined in prior years related to the internal development of gamma detecting medical devices and to continue promoting development of our other complementary technologies through strategic partnerships and alliances. Our primary goals are to continue to maximize the market potential of the current gamma detection product line and to position Cardiosonix' blood flow products as leaders in the measurement of blood flow in both clinical and surgical settings.

OUR TECHNOLOGY

GAMMA DETECTION DEVICES

Through 2001, substantially all of our revenue has been generated from the sale of a line of gamma radiation detection instruments used intraoperatively by surgeons in the diagnosis and treatment of cancer and related diseases. Our currently marketed line of gamma detection systems has been cleared by the U.S. Food and Drug Administration (FDA) and other international regulatory agencies for marketing and commercial distribution throughout most major global commercial markets.

Our patented gamma detection systems consist of hand-held detector probes and a control unit. The detection device in the tip of the probe is a highly radiosensitive crystal that relays a signal through a preamplifier to the control unit to produce both a digital readout and an audible signal. The detector element fits in a housing approximately the size of a pocket flashlight. The neo2000(R) Gamma Detection System, originally released in 1998, is the third generation of the Company's gamma detection systems. The neo2000 is designed as a platform for future growth of the Company's instrument business. The neo2000 is software upgradeable and is designed to support future surgical targeting probes without the necessity of costly remanufacture.

Surgeons are using Neoprobe's gamma detection systems in a surgical application referred to as sentinel lymph node biopsy (SLNB) or intraoperative lymphatic mapping (lymphatic mapping or ILM). ILM helps trace the lymphatic patterns in a cancer patient to evaluate potential tumor drainage and cancer spread in lymphatic tissue. The technique does not detect cancer; rather it helps surgeons identify the lymph node(s) to which a tumor is likely to drain and spread. The lymph node(s) (sometimes referred to as the "sentinel" node) may provide critical information about the stage of a patient's disease. ILM begins when a patient is injected at the site of the main tumor with a commercially available radioactive tracing agent. The agent is intended to follow the same lymphatic flow as the cancer would if it had metastasized. The surgeon may then track the agent's path with a hand-held gamma-radiation-detection probe, thus following the potential avenues of metastases and identifying lymph nodes to be biopsied for evaluation and determination of cancer spread.

Numerous clinical studies, involving a total of nearly two thousand patients, and published in peer-review medical journals such as Oncology (January 1999) and The Journal of The American College of Surgeons (December 2000), have indicated ILM is approximately 97% accurate in predicting the presence or absence of disease spread in melanoma or breast cancers. Consequently, it is estimated that more than 80% of women who would otherwise have undergone full axillary lymph node dissections (ALND), involving the removal of as many as 20 - 30 lymph nodes, might be spared this radical surgical procedure if the sentinel node was found to be free of cancer. Surgeons practicing ILM have found that the Company's gamma-detecting probes are well suited to the procedure.

Lymphatic mapping has become the standard of care for treating patients with melanoma at many institutions. For breast cancer, the technique appears to be moving toward standard of care status in major cancer centers and is the subject of national and international clinical trials, including studies sponsored by the U.S. Department of Defense and the National Cancer Institute, and the American College of Surgeons. While we believe many thought leaders in surgical oncology have adopted lymphatic mapping, we believe the rate of growth in the application of ILM may be slowing, thus affecting the demand for our gamma detection devices. We believe this is due to a number of surgeons delaying adoption of lymphatic mapping pending the outcome of these important trials. We are also concerned that the completion of these trials may be delayed because some patients participating in clinical trials may perceive that if they are assigned to a particular study's control group and receive a full ALND, that they may not be receiving the best and latest care. We continue to monitor these trials and we continue to work with our marketing partners and thought leaders in the surgical community to set up and support training courses internationally for lymphatic mapping. Courses showcasing the Company's instruments have been held at many nationally and internationally renowned cancer-specializing and teaching institutions. These courses appear to continue to positively impact the adoption of lymphatic mapping, albeit not as rapidly as we would like to see.

In addition to lymphatic mapping, surgeons are investigating the use of Neoprobe's device for other gamma guided surgery applications, such as evaluating the thyroid function, in determining the state of disease in patients with vulvar and penile cancers, and in SLNB in gastric and non-small cell lung cancers.

Neoprobe's ILM business strategy for 2002 centers around two primary objectives: increasing the Company's market position in device sales for intraoperative lymphatic mapping and other gamma guided surgery applications by expanding and improving its ILM devices, and increasing awareness of independent research being done to expand the application of ILM to other indications. To that end, we are working with our marketing partners to commercialize a laparoscopic gamma probe during 2002 and promote its clinical evaluation in gastric and other cancers.

BLOOD FLOW DEVICES

Accurate blood flow measurement is required for various clinical needs: for real-time monitoring, for intra-operative quantification, for non-invasive diagnostics and for evaluation of cardiac function. Currently, the medical community has no simple, immediate, real-time means to quantify the adequacy of

perfusion, that is, the direct measurement of blood flow. Devices exist that visually show perfusion of a target organ. We are unaware, however, of any device that provides an accurate, real-time measurement of blood flow in as many applications without having to isolate target vessels or conduct other invasive procedures.

In addition, blood flow velocity measurements are often confused with volume blood flow. These two variables, however, are normally different parameters that respond differently to pathological conditions and provide different data. Blood flow velocity is used primarily for determination of the existence of a stenosis (narrowing or obstruction) in the vascular surgery setting, while the applications of blood flow volume have potential impact across a broad range of medical disciplines.

Cardiosonix is developing and commercializing a line of products that employ a unique Angle-independent Doppler Blood Flow (ADBF(TM)) technology which allows for angle-independent blood flow volume and velocity readings. Most current applications of Doppler technology to blood flow measurement are angle-dependent and therefore more prone to estimation errors and potential inaccuracy. ADBF eliminates calculation estimation and permits real-time measurement of volume blood flow. The ADBF technology utilizes a special application of the Doppler method through simultaneous application of a combination of narrow beams with a known angle between them. Thus, based on trigonometric and Doppler considerations, the angle of insonation can be obtained, resulting in accurate, angle-independent blood flow velocity measurements that do not require the need to use complicated imaging systems. In order to obtain high resolution velocity profiles, multi-gated pulse wave (PW) Doppler is utilized. With this method, specific sample volumes along the ultrasound beam can be separately evaluated, and the application of flow/no flow criterion can be applied. The Cardiosonix technology applies special use of digital Doppler technology, which with the digital signal processing (DSP) power of the system allows hundreds of sample volumes to be sampled and processed simultaneously, thus providing high resolution velocity profiles for both angle and vascular diameter calculations, and subsequently volume blood flow measurements. At present, Cardiosonix has three products in the late stages of development and pre-commercialization that are designed to provide blood flow measurement and cardiac output information to physicians in cardiac/vascular surgery, neurosurgery and critical care settings.

FLOWGUARD(TM) is designed to allow neurosurgeons and neurologists, as well as intensive care unit or emergency room physicians, to non-invasively measure global cerebral blood flow in a simple and real-time manner. FlowGuard consists of an angle-independent ultrasound probe that obtains signals directly from the carotid artery. FlowGuard is designed primarily for use in monitoring head trauma patients in neuro-intensive care units and emergency rooms. Continuous blood flow measurements minimize the risk of brain impairment. Neurological deficit while assessing brain perfusion is not trivial, however. We are unaware of any measurement system on the market today that provides real-time, bedside, non-invasive, continuous, direct and accurate measurements of complete hemodynamic parameters including blood flow. Other modalities that do monitor capabilities of the brain are significantly more invasive, expose the patient to incremental risk or are inherently complicated, offering only indirect estimation of perfusion conditions. Some medical devices use an estimated measurement of blood flow velocity to create an index of blood flow but do not account for instantaneous changes in vascular cross-sectional area. In most devices, moreover, blood flow velocity is angle-dependent and cannot be measured accurately.

INFLOW(TM) (Investigational) is being designed to permit cardiovascular surgeons and assisting physicians to obtain intraoperative volume blood flow readings in various targeted blood vessels within seconds. The system consists of an angle-independent ultrasound probe and digital numerical displays of blood flow rate. Thus, the surgeon obtains immediate, real-time and quantitative reading while focused on the target vessel. Quantifying blood flow is crucial during anastomostic or other bypass graft procedures to determine adequate blood flow. Measurement is advisable whenever a blood vessel is exposed intra-operatively; but not generally followed in current practice.

Ultimately, in practice, the surgeon generally resorts to using his eyes and fingers in a process called finger palpation to qualitatively assess vessel perfusion. InFlow offers the surgeon immediate and simple quantitative assessment of blood flow in multiple blood vessels and grafts. The primary advantage of finger palpation is that it is fast and simple; the disadvantages are that it requires a good deal of

experience, it is difficult to perform in vessels embedded in tissue, it can become difficult to interpret in large vessels, and it permits only a very qualitative and subjective assessment. A significant partial occlusion (or even a total occlusion) will result in a significant vessel "inflation" and strong palpations that could mislead the surgeon. Instead of such a subjective clinical practice that is highly experience-dependent, the InFlow is designed to allow the surgeon to rely on more evidence-based medicine. In addition, InFlow allows for immediate cardiac output assessment during cardiac surgery, which is particularly crucial when the patient is taken off the pump and returned to beating heart condition. Neoprobe believes that InFlow represents the first immediate means to directly measure blood flow intraoperatively. Other technologies that attempt to measure intraoperative blood flow directly are often invasive and impractical when multiple vessel measurements are required. They are, therefore, not used routinely in the operating room, so surgeons most often resort to using their eyes and fingers to qualitatively measure vessel perfusion.

BIOFLOW(TM) (Investigational) is being designed as a transesophageal cardiac function monitor for measuring blood flow in the descending aorta in critical care settings. The system employs a special transesophageal catheter for quantitative assessment of blood flow in the descending aorta for cardiac output calculations. The system is designed for bedside use in intensive care settings. Cardiac output and function monitoring is essential in critical care and trauma patients. The procedure of transesophageal monitoring is a well-recognized clinical modality, particularly for echocardiography of the heart. Only highly invasive methods of cardiac output via thermodilution techniques are currently available, or indirect and non-invasive methods such as bioimpedance with an unknown degree of clinical significance.

Currently, the FlowGuard device has received CE mark regulatory clearance for marketing in the European Union (EU) as well as FDA 510(k) clearance for marketing in the United States. The InFlow and BioFlow are not currently cleared for marketing in any market.

Our strategy related to Cardiosonix products for 2002 has three primary objectives:

- - to aggressively pursue regulatory clearance for the rest of Cardiosonix' current products in the U.S. and EU;

- - to place devices with thought leaders in the neurosurgical and cardiac arenas for evaluation in preparation for full scale commercial launch; and,

- - to initiate the first commercial sale of Cardiosonix products in the EU and the U.S. in the fourth quarter of 2002.

There can be no assurance, however, that any of the Cardiosonix products will achieve regulatory approval, or if approved, that such products will achieve market acceptance. See also Risk Factors.

THE LYMPHOSEEK(TM) PROCEDURAL PRODUCT

Our gamma detection devices are primarily capital in nature; as such, they generate revenue for the Company only on the initial sale. To complement the one-time revenue stream related to capital products, we are developing recurring revenue or "procedural" products that would generate revenue based on each procedure in which they were used. To that end, we have completed an exclusive worldwide license agreement with the University of California, San Diego (UCSD) for a proprietary compound we refer to as Lymphoseek. We believe Lymphoseek, if proven effective, could be used as a lymph node locating agent in ILM

procedures. Neoprobe and UCSD have completed preclinical evaluation of Lymphoseek and are nearing completion of a Phase I breast trial in humans. The initial Phase I breast study of Lymphoseek was funded through a research grant from the Susan G. Komen Breast Cancer Research Foundation. In addition, UCSD initiated a Phase I clinical trial during the fourth quarter of 2001 in melanoma patients funded through a research grant from the American College of Surgeons. We are working with UCSD to present results from the Phase I breast trial at an appropriate medical venue such as the Spring 2002 meeting of the Society of Nuclear Medicine. Subsequently, we will seek potential strategic partners to assist in the further development and

commercialization of Lymphoseek. There can be no assurance, however, that any such products will achieve regulatory approval, or if approved, that such products will achieve market acceptance. See also Risk Factors.

THE RIGS TECHNOLOGY

The Company's radioimmunoguided surgery (RIGS) system is an investigational technology that combines our patented hand-held gamma radiation detection probe, proprietary disease-specific radiolabeled cancer targeting agents, and a patented surgical method to provide surgeons with real-time information to locate tumor deposits that may not be detectable by conventional methods, and to assist in more thorough removal of the cancer. Before surgery, a cancer patient is injected with one of the targeting agents, which circulates throughout the patient's body and binds specifically to cancer cell antigens or receptors. Concentrations of the targeting agent are then located during surgery by Neoprobe's gamma-detecting instrument, which emits an audible tone to direct the surgeon to targeted tissue.

Neoprobe conducted several clinical trials related to the first generation drug of its RIGS technology in past years, but was unsuccessful in gaining the necessary regulatory approvals. Since discontinuing internal development efforts in 1998, we have been working to secure a partner to assume financial and regulatory responsibility for the ongoing development of the RIGS technology. During 2000, we executed and amended an agreement with OncoSurg, Inc. (OncoSurg, formerly NuRIGS Ltd.), that provided OncoSurg with an option exercisable through December 31, 2001 to license the RIGS technology for use in the diagnosis and treatment of colorectal cancer.

During 2001, OncoSurg conducted pre-clinical testing and sponsored a Phase I physician's Investigational New Device (IND) clinical trial for colorectal cancer using a second-generation humanized version of our RIGS antibody. OncoSurg did not exercise its option as of December 31, 2001 and is in the process of winding down its operations due to a lack of funding which we believe is unrelated to the pending clinical results of the current Phase I trial. Neoprobe understands, however, that the physician-IND researchers intend to complete the Phase I trial during second quarter of 2002. Following completion of the trial, Neoprobe intends to evaluate the results and investigate additional interest in completing the next stage of trials. At this time, we cannot be assured that any potential development partner will have a continuing interest in developing the RIGS technology. In addition, should such a partner ultimately decide to move forward with development of a RIGS product and be able to reach an agreement satisfactory to the Company, we believe that it would take at least four to five years to complete development, regulatory and commercialization activities for a RIGS product. There can be no assurance, however, that the Company will be able to complete license agreements with another development partner for the RIGS technology on terms acceptable to the Company, or at all. Also, there can be no assurance that the regulatory authorities will approve our RIGS products for marketing, or that any such products will be successfully introduced or achieve market acceptance. See also Risk Factors.

ACTIVATED CELLULAR THERAPY

Neoprobe has performed early stage research on another technology platform, activated cellular therapy (ACT), based on work originally done in conjunction with the RIGS technology. ACT is intended to boost the patient's own immune system by removing lymph nodes identified during surgery and then, in a cell

processing technique, activating and expanding "helper" T-cells found in the nodes. Within 10 to 14 days, the patient's own immune cells, now activated and numbering more than 20 billion, are infused into the patient in an attempt to trigger a more effective immune response to the cancer.

During the second quarter of 2001, the Company announced a research collaboration with Aastrom Biosciences (Aastrom). This research is intended to determine whether Aastrom's Replicell(TM) system is able to duplicate cell expansion results experienced in previous Phase I clinical testing of Neoprobe's ACT technology for oncology. Neoprobe and Aastrom are collaborating in the preparation of a protocol for the evaluation of the Replicell system in the ACT process. We experienced delays in completing the evaluation in 2001 due to a lack of available tissue for testing purposes. We are investigating alternative tissue sources and believe that we will be able to complete the Replicell evaluation during the third quarter

of 2002. The Company believes that positive results from this evaluation, if they occur, would provide a more effective and efficient delivery mechanism for ACT and potentially reinvigorate interest in the underlying ACT technology platform. There can be no assurance, however, that the evaluation will be completed within the stated time frame, or ever, or that results from the evaluation will support further research or ultimately result in a marketable product. If the evaluation is successful, Neoprobe intends to identify a strategic partner to fund further development or out-license the technology, as appropriate. We do not know if a partner will be identified on a timely basis, on terms acceptable to us, or at all. Neoprobe does not intend to fund any significant ACT-related research and development without a partner. There can be no assurance that any ACT products will be successfully developed, tested or licensed, or that any such products will gain market acceptance. See also Risk Factors.

MARKET OVERVIEWS

The medical device marketplace is a fast growing market. Medical Device & Diagnostic Industry magazine reports an annual medical device and diagnostic market of $75 billion in the U.S. and $169 billion internationally.

CANCER MARKET OVERVIEW

Cancer is the second leading cause of death in the U.S. and Western Europe and is responsible for over half a million deaths annually in the U.S. alone. The National Institutes of Health (NIH) estimate the overall annual costs for cancer, the primary focus of the Company's products, at $107 billion: $37 billion for direct medical costs, $11 billion for indirect morbidity, and $59 billion for indirect mortality. The Company's line of gamma detection systems are currently used primarily in the application of ILM in melanoma and breast cancer.

NIH has estimated that breast cancer will annually affect approximately 500,000 women in North America, Western Europe, and other major economic markets. Breast cancer is the leading cause of death from cancer in the United States among the 30 million women between the ages of 40 and 55 and the second leading cause of death from cancer among all women. According to the American Cancer Society, each year about 200,000 new cases of breast cancer are diagnosed and 50,000 women die annually from the disease. The incidence of breast cancer increases with age, rising from about 100 cases per 100,000 women at age 40 to about 400 cases per 100,000 women at age 65. Thus, we believe that the significant aging of the population, combined with improved education and awareness of breast cancer and diagnostic methods, will lead to an increased number of breast cancer surgical diagnostic procedures.

Approximately 80% of the patients diagnosed with breast cancer undergo a lymph node dissection (either ALND or SLNB) to determine if the disease has spread. While many breast cancer patients are treated in large cancer centers or university hospitals, regional and/or community hospitals currently treat the majority of breast cancer patients. Over 10,000 hospitals are located in the markets targeted for Neoprobe's breast cancer ILM products. While we are aware of no published statistics on the number of institutions that currently are using gamma detection devices in ILM, we believe based on our understanding of

Ethicon's success rate in competitive bids, that approximately fifty percent of the total potential market for gamma detecting devices remains to be penetrated at this time. However, if the potential of Lymphoseek as a radioactive tracing agent is ultimately realized, it has the potential to address not only the current breast and melanoma markets on a procedural basis, but to also assist in the clinical evaluation and staging of solid tumor cancers and expanding ILM to additional indications, such as gastric, non-small cell lung and other solid tumor cancers.

BLOOD FLOW MARKET OVERVIEW

Cardiovascular disease is the number one killer of men and women in the United States and in a majority of countries in the rest of the world that track such statistics. In the United States alone, the Center for Disease Control (CDC) estimated that there were 60 million physician office visits and over 6 million outpatient department visits in 1999 with a primary diagnosis of cardiovascular disease. The CDC has registered over 6.1 million surgical procedures annually in the United States that directly involve

cardiovascular circulation. The Company, its competitors and other industry analysts generally estimate the rest of the world's incidence of such modalities at roughly twice U.S. estimates.

The American Heart Association estimates the total cost of cardiovascular diseases and stroke in the United States will exceed $300 billion in 2002. A substantial portion of these expenditures is expected to be for non-invasive image and intravascular examination. In 1999, these modalities, employed in approximately 99 million diagnostic procedures, generated more than $2.4 billion worldwide in product sales. Industry analysts have also estimated the worldwide market for multi-functional patient monitoring equipment totaled $6.6 billion in 1999. This market is forecasted to grow at a compound annual rate of 11.5% over the next five years.

We have identified three distinct markets within the hospital setting for Cardiosonix' products: non-invasive diagnostics (FlowGuard), intraoperative assessment (InFlow) and critical care monitoring (BioFlow). The American Hospital Association has estimated there are over 6,000 hospitals in the U.S., over half of which house one hundred beds or more (i.e., large hospitals). The American Association of Operating Room Nurses has estimated there are approximately 30,000 operating rooms in the U.S. Based on these estimates and information obtained from industry sources and data published by our competitors and other medical device companies, we estimate that the worldwide totals for hospitals and operating rooms to be approximately two to two-and-a-half times the U.S. totals. Based on the above number of institutions, assuming the larger hospitals could use two or more systems of each type to support their activities, and assuming we are able to achieve market prices that are comparable to what our competitors are achieving (currently averaging $25,000 to $30,000 per system), we believe the worldwide market potential for blood flow measurement products, such as those being developed by Cardiosonix, to be more than $1.5 billion. We believe that gaining even a modest share of this market would result in significant annual revenues for the Company. There can be no assurance, however, that Cardiosonix products will achieve market acceptance and generate the level of sales or prices anticipated.

MARKETING AND DISTRIBUTION

GAMMA DETECTION DEVICES

We began marketing the current generation of our gamma detection systems, the neo2000 in October 1998. Since October of 1999, our gamma detection systems have been marketed and distributed throughout most of the world through Ethicon Endo-Surgery, Inc. (Ethicon), a Johnson and Johnson company. In Japan, however, we market our products through a pre-existing relationship with Century Medical, Inc. (Century).

The heart of the neo2000 system is a control unit that is software-upgradeable, permitting product enhancements without costly remanufacturing. Since the original launch of the neo2000 system, we also have launched a new version of

our 14mm reusable probe optimized for lymphatic mapping procedures, and introduced a line of reusable, sterilizable BlueTip(TM) probes and accompanying disposable handles to provide users with a variety of probe options. The Company intends to continue developing additional ILM-related probes and instrument products in cooperation with Ethicon to continue its leadership position in the ILM field.

Physician training is critical to the use and adoption of ILM products by surgeons and other medical professionals. Neoprobe and its marketing partners have established relationships with leaders in the ILM surgical community and have established and supported training courses internationally for lymphatic mapping. The Company intends to continue to work with its partners to expand the number of ILM training courses available to surgeons.

The Company entered into its current Distribution Agreement (the Agreement) with Ethicon effective October 1, 1999 for an initial five-year term with options to extend for two successive two-year terms. Under the Agreement, the Company manufactures and sells its ILM products almost exclusively to Ethicon, who distributes the products globally. Ethicon agreed to purchase minimum quantities of the Company's products over the first three years of the five-year original term of the Agreement and to

reimburse the Company for certain research and development costs during the first three years and a portion of the Company's warranty costs. Ethicon's minimum purchase and reimbursement commitments are currently expected to be met and/or expire in the third quarter of 2002. Our Agreement with Ethicon also contains certain termination provisions and licenses to our intellectual property that take effect only in the event we fail to supply product, or for other reasons such as a change of control. See also Risk Factors.

BLOOD FLOW DEVICES

Currently, only one Cardiosonix product, FlowGuard, has regulatory clearance to be marketed in any market. We are working aggressively to determine the optimal marketing and distribution for Cardiosonix products. We have also begun working with key thought leaders in the cardiac and neurosurgical fields in order to further the clinical evaluation and promote the ultimate acceptance of Cardiosonix products. Our decisions will be guided by the regulatory pathways to determine the optimal combination of internal and external resources to meet our market objectives of commercialization of the Cardiosonix products in the EU and the U.S. during the fourth quarter of 2002.

MANUFACTURING

GAMMA DETECTION DEVICES

The Company relies on independent contract manufacturers, some of which are single-source suppliers, for the manufacture of the principal components of its current line of gamma detection system products. See also Risk Factors. The neo2000 system is comprised of a software-upgradeable neo2000 control unit, a hand-held gamma detecting probe and some accessories. The Company currently markets a 14mm reusable probe and a group of BlueTip reuseable probes that are used with a disposable handle.

The Company has devoted significant resources to develop production capability for its gamma detection systems at qualified contract manufacturers. Production of the neo2000 control unit, the 14mm probe and the BlueTip probes involve the manufacture of components by a combination of subcontractors, including but not limited to eV Products, a division of II-VI Corporation (eV); the MedTech Group, Inc. (MedTech); and UMM Electronics, Inc. (UMM) a Leach Technology Group company. Currently, the Company has manufacturing and supply agreements with eV for the production of crystal modules used in the detector probes, with MedTech for the manufacture of BlueTip probes and sterile disposable handles, and with UMM for the manufacture of 14mm probes and the neo2000 control unit. The Company also purchases certain accessories for its line of gamma detection systems from other qualified manufacturers.

In December 1997, the Company entered into a supply agreement with eV for the supply of certain crystals and associated electronics to be used in the

manufacture of the Company's proprietary line of hand-held gamma detection probes. The original term of the agreement expires on December 31, 2002, but may be automatically extended for an additional three years. The agreement calls for the Company to purchase minimum quantities of crystals and associated electronics based on forecasted production needs. eV supplies 100% of the crystals used by the Company. While eV is not the only potential supplier of such crystals, any prolonged interruption of this source could restrict the availability of the Company's probe products, which would adversely affect our operating results.

In May 1999, the Company entered into a supply agreement with MedTech for the supply of BlueTip probes and related accessories. The original term of the agreement expires on December 31, 2003, but may be automatically extended for an additional three years. The agreement calls for the Company to deliver annual product forecasts to MedTech and for the Company to purchase at least 75% of forecasted product demand on a quarterly basis. The agreement may be terminated by the Company upon twelve months notice or in the event of failure to supply, or by either party due to material breach or by insolvency of the other.

In October 2001, we entered into a manufacturing and supply agreement with UMM for the exclusive manufacture of our 14mm probe and neo2000 control unit. The original term of the agreement expires in

February 2005 but will be automatically extended for additional one-year periods unless either party provides written notice of non-renewal at least six months prior to the end of the then-current term. Either party has the right to terminate the agreement at any time on six months written notice, or may immediately terminate the agreement upon a breach by the other. UMM may also terminate the agreement if the Company's orders for a given product fall below certain minimum quarterly amounts for two successive quarters.

There can be no assurances that the Company will be able to maintain agreements with its subcontractors on terms acceptable to the Company, or that the Company's subcontractors will be able to meet the Company's production requirements on a timely basis, at the required levels of performance and quality. In the event that any of the Company's subcontractors is unable or unwilling to meet the Company's production requirements, there can be no assurance that an alternate source of supply could be established without significant interruption in product supply or without significant adverse impact to product availability or cost. Any significant supply interruption or yield problems experienced by the Company or its subcontractors would have a material adverse effect on the Company's ability to manufacture its products and, therefore, a material adverse effect on its business, financial condition, and results of operations until a new source of supply is qualified. See also Risk Factors.

BLOOD FLOW DEVICES

We do not currently have any long-term arrangements covering the manufacture of Cardiosonix products. As we move closer to our commercial launch goals later in 2002, we intend to evaluate contract manufacturing options related to the Cardiosonix products. While we are currently working with a limited number of manufacturers of components for Cardiosonix products during the development and prototype stages, we do not believe that we will be subject to significant sole source supply risks once we reach commercial quantities in manufacturing.

COMPETITION

Neoprobe faces competition from medical product and biotechnology companies, as well as from universities and other non-profit research organizations in the field of cancer diagnostics and treatment. Many emerging medical product companies have corporate partnership arrangements with large, established companies to support the research, development, and commercialization of products that may be competitive with those of the Company. In addition, a number of large established companies are developing proprietary technologies or have enhanced their capabilities by entering into arrangements with or acquiring companies with proprietary antibody technology, or other technologies applicable to the detection or treatment of cancer. Many of the Company's existing or potential competitors have substantially greater financial, research and

development, regulatory, marketing, and production resources than those of the Company. Other companies may develop and introduce products and processes competitive with or superior to those of the Company. See also Risk Factors. For the Company's products, an important factor in competition may be the timing of market introduction of its products or those of its competitors' products. Accordingly, the relative speed with which Neoprobe can develop products, complete the approval processes and supply commercial quantities of the products to the market will be an important competitive factor. Neoprobe expects that competition among products approved for sale will be based on, among other things, product efficacy, safety, reliability, availability, price, and patent position.

GAMMA DETECTION DEVICES

With the emergence of ILM, a number of companies have begun to market gamma radiation detection instruments. Most of the competitive products have been designed from a nuclear medicine perspective rather than developing products for the surgeon. The principal competitive product in both the United States and Europe has been a gamma detection system marketed by US Surgical Corporation, a subsidiary of Tyco International Ltd. In addition to Tyco's products, we also compete with products produced by Care Wise Medical Products Corporation, PI Medical Diagnostic Equipment B.V., Pol.Hi.Tech. Srl and other companies.

It is often difficult to glean accurate competitive information within the lymphatic mapping field, primarily because most of our competitors are either subsidiaries of a large corporation (i.e., U.S. Surgical) or privately held corporations, whose sales revenue or volume data is, therefore, not readily available or determinable. In addition, lymphatic mapping does not currently have a separate reimbursement code in most healthcare systems. As such, determining trends in the actual number of procedures being performed is difficult. We believe, based on our understanding of Ethicon's success rate in competitive bid situations, that our market share has remained relatively constant despite the increased competition over the past few years. We have experienced some erosion in market prices, however. And, as we have discussed, we also believe that the current plateau in sales is evidence that some prospective customers are awaiting results of important international clinical trials. We expect the results from these trials, when announced, will likely have a positive impact on sales volumes. The Company believes its intellectual property portfolio will be a barrier to competitive products; there can be no assurance, however, that competitive products will not be developed and be successful in eroding our market share or the prices we receive for our gamma detection devices. See also Risk Factors.

BLOOD FLOW DEVICES

There are several technologies on the market that measure or claim to measure indices of blood flow. These products can be categorized as devices that measure blood flow directly and devices that only obtain an estimation of flow conditions.

Direct Blood Flow Measurement Devices

- - Transit Time Ultrasound (TT) flowmetry is the leading modality in the operating room today. TT systems monitor blood flow invasively, and are restricted to isolated vessels. They require probe adaptation to the vessel size, and do not provide additional vascular parameters. The technology requires the operator to encircle the blood vessel with a probe that includes two ultrasound transmitters/receivers on one side, and a mirror reflector on the opposite side of the vessel. By measuring the transit time of the ultrasound beam in the upstream and downstream directions, volume blood flow estimates can be evaluated.

- - Electromagnetic Flowmeters (EMF) are probably the oldest modality to quantify blood flow (other than timed collection). These devices monitor blood flow invasively, are impractical for multiple readings on different vessels, require precise sizing of probes to blood vessels, and do not provide additional hemodynamic parameters. The technology requires the operator to encircle the blood vessel with an electromagnetic probe. The

probe generates an electromagnetic field, and the voltage measured due to the blood flow is translated into volume flow estimates. In practice, however, this technology is generally considered outdated.

- - Doppler technology has been around for several decades, and is being widely used in non-invasive vascular diagnostics. Duplex ultrasound systems have the potential to measure blood flow non-invasively. Duplex systems are designed for imaging the anatomical severity of pathology. This method is technician-dependent, cumbersome, not accurate and does not offer monitoring capabilities. In general, a wave of a specific frequency is reflected off a moving particle with a new frequency that is proportional to the velocity of the moving particle. In medical applications, the use of ultrasound waves is most common. However, Duplex Doppler

provides only blood flow velocity rather then volume flow.

Indirect Blood Flow Measurement Devices

- - Cardiac Output (CO) Monitors. This includes various means to monitor CO such as Thermodilution, Bio Impedance, and the Fick Method. These methods are either invasive or indirect in their measurement. Thermal dilution, primarily through pulmonary artery catheterization (PAC), is the standard of care today for cardiac output measurements. This technology is not applicable to other intraoperative blood flow applications. The patient is injected with cold saline at a fixed temperature, and a temperature-sensitive transducer that is placed at the site of interest (usually the pulmonary artery) measures the time to return to baseline temperature, which is proportional to the blood flow rate. There are many limitations to this technology, including the relatively large inaccuracies of cardiac output measurements, the fact that it is not truly real-time, and the fact that this method is highly invasive, and is being linked to increased morbidity and mortality (JAMA, Connors et al., 1996).

- - Computed Tomography Magnetic Resonance Imaging and Single Photon Emission Computerized Tomography techniques show target organ perfusion, but lack the ability to monitor or to provide real-time information. They are technician-dependent, impractical for bedside usage and very expensive.

- - Laser Doppler Flowmeters monitor skin blood flow non-invasively. They are applicable only to superficial and tiny vessels and do not provide additional hemodynamic parameters.

- - Transcranial Doppler (TCD) monitors cerebral blood velocity rather than direct blood flow. TCD is technician-dependent and not applicable to every patient. TCD is non-invasive and provides continuous measurement of blood flow velocity in the vessels of the brain.

- - Plethysmography indirectly measures an index of blood flow and is limited primarily to limb assessment. Measurement is dependent upon many factors and output is accordingly inaccurate.

- - Jugular Bulb Saturation measures the efficiency of oxygen use by the brain. It is invasive, and provides global results.

- - NIRS is a non-invasive method utilizing near infrared spectroscopy to provide regional perfusion in the brain.

Directly Competitive Blood Flow Measurement Devices

Cardiosonix products are designed to address blood flow measurement across a variety of clinical and surgical settings, and there are a number of companies already in the marketplace that offer products related to blood flow measurement. However, most of these products do not directly compete with Cardiosonix products. The companies that do offer potentially competitive products are, for the most part, smaller, privately held companies, with which the Company believes it can effectively compete. Indeed, due to our belief in the technical superiority of our products, we believe the existence of competitors will help to educate the marketplace in the importance of blood flow measurement. As we have discussed, adoption of blood flow monitoring devices for

the measurement of hemodynamic status will likely take an involved education process as it often involves a change in clinical or surgical management. While there is not a clear leader in these markets, the following companies compete most directly with Cardiosonix:

- - Intraoperative applications: Echocath (Doppler based), Carolina Medical (EMF), and Transonic Systems and Medi-Stim AS (TT)

- - Neurosurgery applications: Hadeco (Doppler based), and DWL and Nicolet (Transcranial Doppler)

- - Critical care monitoring: Deltex and Arrow (Transesophageal Doppler), and Cardiodynamics (bio-impedence)

PATENTS AND PROPRIETARY RIGHTS

The Company regards the establishment of a strong intellectual property position in its technology as an integral part of the development process. We attempt to protect our proprietary technologies through patents and intellectual property positions, in the United States as well as major foreign markets. Specifically, Neoprobe's ILM technology is protected by nineteen (19) instrument patents that have been issued in the United States as well as major foreign markets.

Cardiosonix has applied for patent coverage for the key elements of its ADBF technology in the EU and in the U.S. These patents are in various stages of review by the relevant governing bodies.

Lymphoseek is the subject of patent applications in the United States and certain major foreign markets.

The Company continues to attempt to maintain proprietary protection for the products related to RIGS and ACT in major global markets such as the U.S. and the EU, which although not currently integral to the Company's near-term business plans, may be important to a potential RIGS or ACT development partner. Certain aspects of Neoprobe's RIGS technology are claimed in the United States in U.S. Patent No. 4,782,840, which expires in 2005, unless extended.

The patent position of biotechnology and medical device firms, including the Company, generally is highly uncertain and may involve complex legal and factual questions. Potential competitors may have filed applications for, or may have been issued patents, or may obtain additional patents and proprietary rights relating to products or processes in the same area of technology as that used by the Company. The scope and validity of these patents and applications, the extent to which Neoprobe may be required to obtain licenses thereunder or under other proprietary rights, and the cost and availability of licenses are uncertain. There can be no assurance that the Company's patent applications will result in additional patents being issued or that any of the Company's patents will afford protection against competitors with similar technology; nor can there be any assurance that any of the Company's patents will not be designed around by others or that others will not obtain patents that Neoprobe would need to license or design around. See also Risk Factors.

The Company also relies upon unpatented trade secrets. No assurance can be given that others will not independently develop substantially equivalent proprietary information and techniques, or otherwise gain access to the Company's trade secrets, or disclose such technology, or that the Company can

meaningfully protect its rights to its unpatented trade secrets. The Company requires its employees, consultants, advisers, and suppliers to execute a confidentiality agreement upon the commencement of an employment, consulting or manufacturing relationship with Neoprobe. The agreement provides that all confidential information developed by or made known to the individual during the course of the relationship will be kept confidential and not disclosed to third parties except in specified circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual will be the exclusive property of Neoprobe. There can be no assurance, however, that these agreements will provide meaningful protection for Neoprobe's trade secrets in

the event of an unauthorized use or disclosure of such information.

GOVERNMENT REGULATION

Most aspects of the Company's business are subject to some degree of government regulation in the countries in which its operations are conducted. As a developer, manufacturer and marketer of medical products, the Company is subject to extensive regulation by, among other governmental entities, the FDA and the corresponding state, local and foreign regulatory bodies in jurisdictions in which the Company sells its products. These regulations govern the introduction of new products, the observance of certain standards with respect to the manufacture, safety, efficacy and labeling of such products, the maintenance of certain records, the tracking of such products and other matters.

Failure to comply with applicable federal, state, local or foreign laws or regulations could subject the Company to enforcement action, including product seizures, recalls, withdrawal of marketing clearances or approvals, and civil and criminal penalties, any one or more of which could have a material adverse effect on the Company. The Company believes that it is in substantial compliance with such governmental regulations. However, federal, state, local and foreign laws and regulations regarding the manufacture and sale of medical devices are subject to future changes. No assurance can be given that such changes will not have a material adverse effect on the Company.

For some products, and in some countries, government regulation is significant and, in general, there is a trend toward more stringent regulation. In recent years, the FDA and certain foreign regulatory bodies have pursued a more rigorous enforcement program to ensure that regulated businesses, like the Company's, comply with applicable laws and regulations. The Company devotes significant time, effort and expense addressing the extensive governmental regulatory requirements applicable to its business. To date, the Company has not received any notifications or warning letters from the FDA or any other regulatory bodies of alleged deficiencies in the Company's compliance with the relevant requirements, nor has the Company recalled or issued safety alerts on any of its products. However, there can be no assurance that a warning letter, recall or safety alert, if it occurred, would not have a material adverse effect on the Company.

In the early to mid 1990s, the review time by the FDA to clear medical products for commercial release lengthened and the number of marketing clearances and approvals decreased. In response to public and congressional concern, the FDA Modernization Act of 1997 was adopted with the intent of bringing better definition to the clearance process for new medical products. While FDA review times have improved since passage of the 1997 Act, there can be no assurance that the FDA review process will not continue to delay the Company's introduction of new products in the U.S. in the future. In addition, many foreign countries have adopted more stringent regulatory requirements that also have added to the delays and uncertainties associated with the release of new products, as well as the clinical and regulatory costs of supporting such releases. It is possible that delays in receipt of, or failure to receive, any necessary clearance or approval for the Company's new product offerings could have a material adverse effect on the Company's business, financial condition or results of operations.

While the Company is unable to predict the extent to which its business may be affected by future regulatory developments, it believes that its substantial experience dealing with governmental regulatory requirements and restrictions on its operations throughout the world, and its development of new and improved products, should enable it to compete effectively within this environment.

GAMMA DETECTION AND BLOOD FLOW MEDICAL DEVICES

Neoprobe's initial generation gamma detection instruments received 510(k) marketing clearance from the FDA in December 1986 with modified versions receiving similar clearances in 1992 through 1997. In 1998, the FDA reclassified "nuclear uptake detectors" as being exempt from the 510(k) process. However, we are required to continue to manufacture the devices under quality system regulations (QSR) and maintain appropriate technical files and quality records. The Company believes the neo2000 device is exempt from the 510(k) process

because it is substantially equivalent to previously cleared predecessor devices. The Company's medical devices are regulated in Europe according to the Medical Device Directive (93/42/EEC). Under this regulation, the Company must obtain CE Mark status for all products exported to Europe. The Company obtained the CE Mark for the neo2000 device in January 1999, and therefore, must continue to manufacture the devices under a quality system compliant to the requirements of ISO 9001/EN 46001 and maintain appropriate technical files. The Company has obtained a license to import devices into Canada, and therefore must continue to manufacture the devices under a quality system compliant to the requirements of ISO 13485.

Cardiosonix has received initial 510(k) and CE mark clearance to market the FlowGuard device in the U.S. and EU for intraoperative and non-invasive applications. We intend to submit additional applications for clearance or amendments, as appropriate, for the InFlow during 2002 and for the BioFlow in 2003.

PHARMA/BIOLOGIC PRODUCTS (LYMPHOSEEK AND RIGS)

The Company's radiolabeled targeting agents and biologic products, if developed, would require a regulatory license to market by the FDA and by comparable agencies in foreign countries. The process of obtaining regulatory licenses and approvals is costly and time consuming, and the Company has encountered significant impediments and delays related to its previously proposed biologic products.

The process of completing pre-clinical and clinical testing, manufacturing validation and submission of a marketing application to the appropriate regulatory bodies usually takes a number of years and requires the expenditure of substantial resources, and there can be no assurance that any approval will be granted on a timely basis, if at all. Additionally, the length of time it takes for the various regulatory bodies to evaluate an application for marketing approval varies considerably, as does the amount of preclinical and clinical data required to demonstrate the safety and efficacy of a specific product. The regulatory bodies may require additional clinical studies that may take several years to perform. The length of the review period may vary widely depending upon the nature and indications of the proposed product and whether the regulatory body has any further questions or requests any additional data. Also, the regulatory bodies will likely require postmarketing reporting and surveillance programs to monitor the side effects of the products. There can be no assurance that any of the Company's potential drug or biologic products will be approved by the regulatory bodies or approved on a timely or accelerated basis, or that any approvals received will not subsequently be revoked or modified.

In addition to regulations enforced by the FDA, the manufacture, distribution, and use of radioactive targeting agents, if developed, are also subject to regulation by the Nuclear Regulatory Commission, the Department of Transportation and other federal, state, and local government authorities. Neoprobe or its manufacturer of the radiolabeled antibodies must obtain a specific license from the Nuclear Regulatory Commission to manufacture and distribute radiolabeled antibodies, as well as comply with all applicable regulations. Neoprobe must also comply with Department of Transportation regulations on the labeling and packaging requirements for shipment of radiolabeled antibodies to licensed clinics, and must comply with federal, state, and local governmental laws regarding the disposal of radioactive waste. There can be no assurance that the Company will be able to obtain all necessary licenses and permits and be able to comply with all applicable laws. The failure to obtain such licenses and permits or to comply with applicable laws would have a materially adverse effect on the Company's business, financial condition, and results of operations.

EMPLOYEES

As of February 22, 2002, Neoprobe had 35 full-time employees, including those of our newly acquired subsidiary, Cardiosonix. Neoprobe considers its relations with its employees to be good.

RISK FACTORS

The discussion in this Report contains forward-looking statements that involve risks and uncertainties. The Company's actual results may differ significantly from the prospects discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those listed below.

Neoprobe has suffered significant operating losses for several years in its history and it may not be able to again achieve profitability.

Neoprobe had an accumulated deficit of approximately $118 million as of December 31, 2001. Although Neoprobe was profitable in 2000 and in 2001, it incurred substantial losses in the years prior to that. The deficit resulted because the Company expended more money in the course of researching, developing and enhancing its technology and products and establishing our marketing and administrative organizations than it generated in revenues. We expect that Neoprobe's operating expenses will increase substantially in the foreseeable future primarily related to the development and commercialization of the Cardiosonix product line. It is likely, as a result, that Neoprobe will sustain substantial operating and net losses in 2002, and it is possible that Neoprobe will never be able to sustain or develop the revenue levels necessary to again attain profitability.

Neoprobe products may not achieve the broad market acceptance they need in order to be a commercial success.

Widespread use of Neoprobe's gamma detection devices is currently limited to a surgical procedure (ILM) used in the treatment and diagnosis of two primary types of cancer: melanoma and breast cancer. The success of Neoprobe's gamma detection devices greatly depends on the medical community's acceptance of ILM, and on the Company's devices for use in ILM as a reliable, safe and cost effective alternative to current treatments and procedures. The adoption rate for ILM appears to be leveling off and may not meet the Company's expectations. Although Neoprobe continues to believe that ILM has significant advantages over other currently competing procedures, broad-based clinical adoption of ILM will likely not occur until after the completion of ongoing international trials related to breast cancer. Even if the results of these trials are positive, there can be no assurance that ILM will attain rapid and widespread acceptance. The efforts of Neoprobe and its marketing and distribution partner may not result in significant demand for Neoprobe's products, and the current demand for Neoprobe's products may decline.

Neoprobe's future success now also greatly depends on the success of the Cardiosonix product line. Cardiosonix' products have not yet been commercially sold in any market. The market for these products is in a relatively early stage of development and may never fully develop as we expect. The long-term commercial success of the Cardiosonix product line will require widespread acceptance of our products as safe, efficient and cost-effective. Widespread acceptance would represent a significant change in medical practice patterns. Other cardiac monitoring procedures, such as PAC, are generally accepted in the medical community and have a long standard of use. It is possible that the Cardiosonix product line will never achieve the broad market acceptance necessary to become a commercial success.

Neoprobe relies on third parties for the worldwide marketing and distribution of its gamma detection devices, who may not be successful in selling Neoprobe's products.

Neoprobe currently distributes its gamma detection devices in most global markets through two partners who are solely responsible for marketing and distributing these products. The partners assume direct responsibility for business risks related to credit, currency exchange, foreign tax laws or tariff and trade

regulation. Neoprobe's current distribution partner for all global markets except for Japan had agreed to purchase minimum quantities of Neoprobe's products during the initial three years of the distribution agreement. We expect these minimum purchases to be fully met through the third quarter of 2002. While Neoprobe believes that its distribution partner intends to continue to

aggressively market its products, there can be no assurance that the distribution partner will succeed in marketing Neoprobe's products on a global basis, or that the partner will make purchases in excess of its minimum purchase requirements. Neoprobe may not be able to maintain satisfactory arrangements with its marketing and distribution partner, who may not devote adequate resources to selling Neoprobe's gamma detection devices. If this happens, Neoprobe may not be able to successfully market its products, which would decrease its revenues.

We do not have experience in marketing blood flow products and we have not yet established strategic relationships with potential marketing partners.

We completed the Cardiosonix acquisition on December 31, 2001, and have not yet established either an internal sales and marketing infrastructure or secured third parties to perform these functions on our behalf. We believe the adoption path for Cardiosonix products will be similar to that of Neoprobe's gamma detection devices, but we have no direct experience in marketing or selling blood flow measurement devices. We may not be successful in creating the necessary infrastructure, either internally or through third parties, to support the successful marketing and sales of Cardiosonix products.

Neoprobe relies on third parties to manufacture its products and Neoprobe will suffer if they do not perform.

Neoprobe relies on independent contract manufacturers for the manufacture of its current line of gamma detection systems. Neoprobe's business will suffer if its contract manufacturers have production delays or quality problems. Furthermore, medical device manufacturers are subject to the QSR regulations of the FDA, international quality standards, and other regulatory requirements. If Neoprobe's contractors do not operate in accordance with regulatory requirements and quality standards, Neoprobe's business will suffer. Neoprobe uses or relies on components and services used in its devices that are provided by sole source suppliers. The qualification of additional or replacement vendors is time consuming and costly. If a sole source supplier has significant problems supplying Neoprobe products, our sales and revenues will be hurt until we find a new source of supply. In addition, Neoprobe's Distribution Agreement with Ethicon contains failure to supply provisions, which, if triggered, could have a significant negative impact on Neoprobe.

Neoprobe may have difficulty raising additional capital, which could deprive it of necessary resources.

Neoprobe expects to continue to devote substantial capital resources to fund research and development of additional gamma guided surgery products as well as its new Cardiosonix products and to maintain existing and secure new manufacturing capacity. In order to support the initiatives envisioned in the Company's business plan, Neoprobe may need to raise additional funds through the sale of assets, public or private financing, collaborative relationships or other arrangements. Neoprobe's ability to raise additional financing depends on many factors beyond Neoprobe's control, including the state of capital markets, the market price of the Company's common stock and the development or prospects for development of competitive technology by others. Because our common stock is not listed on a major stock exchange, many investors may not be willing or allowed to purchase it or may demand steep discounts. The necessary additional financing may not be available to Neoprobe or may be available only on terms that would result in further dilution to the current owners of Neoprobe's common stock. If Neoprobe is unable to raise additional funds when it needs them, it may have to curtail its operations.

The recent placement of our common stock with Fusion Capital may cause dilution and the sale of the shares of common stock acquired by Fusion Capital could cause the price of our common stock to decline.

On November 19, 2001, we entered into a common stock purchase agreement with an investment fund, Fusion Capital II LLC (Fusion) for the issuance and purchase of our common stock. The stock purchase agreement established an equity line of credit or draw-down facility for the Company. Under the agreement, Fusion committed up to $10 million to purchase our common stock over a forty month period that commences upon the effectiveness of a registration statement to be

filed by the Company for the underlying shares. Once the registration statement is effective, Fusion may sell none, some or all of the shares of common stock at any time. Depending upon market liquidity at the time, a sale of shares under the registration statement could cause the trading price of our common stock to decline, thus affecting the value that our other stockholders can obtain for their shares. Additionally, the sale of a substantial number of shares of our common stock by Fusion, or anticipation of such sales, could make it more difficult for us to sell equity or equity-related securities in the future at a time and at a price that we might otherwise wish to effect sales, and we may be forced to effect such sales at depressed market prices.

Neoprobe may lose out to larger and better-established competitors.

The medical device and biotechnology industries are intensely competitive. Some of Neoprobe's competitors have significantly greater financial, technical, manufacturing, and distribution resources as well as greater experience in the medical device industry than Neoprobe. The particular medical conditions Neoprobe's product lines can address also can be addressed by other medical devices, procedures or drugs. Many of these alternatives are widely accepted by physicians and have a long history of use. Physicians may use Neoprobe's competitors' products and/or Neoprobe's products may not be competitive with other technologies. If these things happen, Neoprobe's sales and revenues will decline. In addition, our current and potential competitors may establish cooperative relationships with large medical equipment companies to gain access to greater research and development or marketing resources. Competition may result in price reductions, reduced gross margins and loss of market share.

Neoprobe's products may be displaced by newer technology.

The medical device and biotechnology industries are undergoing rapid and significant technological change. Third parties may succeed in developing or marketing technologies and products that are more effective than those developed or marketed by Neoprobe, or that would make Neoprobe's technology and products obsolete or non-competitive. Additionally, researchers could develop new surgical procedures and medications that replace or reduce the importance of the procedures that use Neoprobe's products. Accordingly, Neoprobe's success will depend, in part, on its ability to respond quickly to medical and technological changes through the development and introduction of new products. Neoprobe may not have the resources to do this. If Neoprobe's products become obsolete and its efforts to develop new products do not result in any commercially successful products, Neoprobe's sales and revenues will decline.

Neoprobe is in a highly regulated business and it could face severe problems if does not comply with all regulatory requirements in the global markets in which its products are sold.

The FDA regulates Neoprobe's products in the United States. Foreign countries also subject Neoprobe's products to varying government regulations. In addition, such regulatory authorities may impose limitations on the use of Neoprobe's products. FDA enforcement policy strictly prohibits the marketing of FDA approved medical devices for unapproved uses. Within the European Union, Neoprobe's products are required to display the CE mark in order to be sold. Neoprobe has obtained FDA clearance to market its medical device products and European certification to display the CE mark on its current line of gamma detection systems and on one of Cardiosonix' products, the FlowGuard. Neoprobe may not be able to obtain certification for any new products in a timely manner, or at all. Failure to comply with these and other current and emerging regulatory requirements in the global markets in which Neoprobe's products are sold could result in, among other things, warning letters, fines, injunctions, civil penalties, recall or seizure of products, total or partial suspension of production, refusal of the government to grant premarket clearance or premarket approval for devices, withdrawal of clearances or approvals, and criminal prosecution.

Neoprobe's intellectual property may not have or provide sufficient legal protections against infringement or loss of trade secrets.

Neoprobe's success depends, in part, on its ability to secure and maintain patent protection, to preserve its trade secrets, and on its ability to operate

without infringing on the patents of third parties. Neoprobe seeks to protect its proprietary positions by filing United States and foreign patent applications for its important inventions and improvements. But, domestic and foreign patent offices may not issue these patents. Third parties may challenge, invalidate, or circumvent Neoprobe's patents or patent applications in the future. Competitors, many of which have substantially more resources than Neoprobe and have made substantial investments in competing technologies, may apply for and obtain patents that will prevent, limit, or interfere with Neoprobe's ability to make, use, or sell its products either in the United States or abroad.

In the United States, patent applications are secret until patents issue, and in foreign countries, patent applications are secret for a time after filing. Publications of discoveries tend to significantly lag the actual discoveries and the filing of related patent applications. Third parties may have already filed applications for patents for products or processes that will make Neoprobe's products obsolete or will limit Neoprobe's patents or invalidate its patent applications.

Neoprobe typically requires its employees, consultants, advisers and suppliers to execute confidentiality and assignment of invention agreements in connection with their employment, consulting, advisory, or supply relationships with Neoprobe. They may breach these agreements and Neoprobe may not obtain an adequate remedy for breach. Further, third parties may gain access to Neoprobe's trade secrets or independently develop or acquire the same or equivalent information.

Agencies of the United States government conducted some of the research activities that led to the development of antibody technology that some of Neoprobe's proposed antibody based surgical cancer detection products use. When the United States government participates in research activities, it retains rights that include the right to use the technology for governmental purposes under a royalty-free license, as well as rights to use and disclose technical data that could preclude Neoprobe from asserting trade secret rights in that data and software.

Conditions in Israel may affect the operations of Cardiosonix and may limit our ability to complete development of its products.

Our Cardiosonix subsidiary is incorporated in Israel, and its offices and research and development facilities are located there. Political, economic and military conditions in Israel may directly affect its operations. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its Arab neighbors and a state of hostility, varying in degree and intensity, has led to security and economic problems for Israel. Despite the progress towards peace between Israel and its Arab neighbors, the future of these peace efforts is uncertain. Since October 2000, there has been a significant increase in violence primarily in the West Bank and Gaza Strip. Any future armed conflict, political instability or continued violence in the region could have a negative effect on the activities of Cardiosonix and the completion of development and commercialization of our blood flow monitoring products.

Cardiosonix' operations could be disrupted as a result of the obligation of key personnel in Israel to perform military service.

Generally, all male adult citizens and permanent residents of Israel under the age of 54 are, unless exempt, obligated to perform up to 36 days of military reserve duty annually. Additionally, all Israeli residents of this age are subject to being called to active duty at any time under emergency circumstances. Certain key officers and employees of Cardiosonix are currently obligated to perform annual reserve duty, and its operations could be disrupted by their absence for a significant period due to military service.

The government grants Cardiosonix has received for research and development expenditures restrict our ability to manufacture blood flow monitoring products and transfer technologies outside of Israel and require us to satisfy specified conditions. If we fail to satisfy these conditions, we may be required to refund grants previously received together with interest and penalties, and may be

subject to criminal charges.

Cardiosonix received grants from the government of Israel through the Office of the Chief Scientist of the Ministry of Industry and Trade for the financing of a portion of its research and development expenditures associated with our blood flow monitoring products. From 1998 to 2001, Cardiosonix received grants totaling $775,000 from the Office of the Chief Scientist. The terms of the Chief Scientist grants may prohibit us from manufacturing products or transferring technologies developed using these grants outside of Israel without special approvals. Even if we receive approval to manufacture our blood flow monitoring products outside of Israel, we may be required to pay an increased total amount of royalties, which may be up to 300% of the grant amount plus interest, depending on the manufacturing volume that is performed outside of Israel. This restriction may impair our ability to outsource manufacturing or engage in similar arrangements for those products or technologies. In addition, if we fail to comply with any of the conditions imposed by the Office of the Chief Scientist, we may be required to refund any grants previously received together with interest and penalties, and may be subject to criminal charges. In recent years, the government of Israel has accelerated the rate of repayment of Chief Scientist grants and may further accelerate them in the future.

Neoprobe's product sales may be adversely affected by healthcare pricing regulation and reform activities.

The healthcare industry is undergoing fundamental changes resulting from political, economic and regulatory influences. In the United States, comprehensive programs have been proposed that seek to increase access to healthcare for the uninsured, control the escalation of healthcare expenditures within the economy and use healthcare reimbursement policies to balance the federal budget.

We expect that Congress and state legislatures will continue to review and assess healthcare proposals, and public debate of these issues will likely continue. We cannot predict which, if any, of such reform proposals will be adopted and when they might be adopted. Other countries also are considering healthcare reform. Significant changes in healthcare systems could have a substantial impact on the manner in which we conduct our business and could require us to revise our strategies.

Neoprobe could be damaged by product liability claims.

Neoprobe's products are used or intended to be used in various clinical or surgical procedures. If one of our products malfunctions or a physician misuses it and injury results to a patient or operator, the injured party could assert a product liability claim against Neoprobe. Neoprobe currently has product liability insurance with a $10 million per occurrence limit, which, Neoprobe believes, is adequate for its current activities. However, Neoprobe may not be able to continue to obtain insurance at a reasonable cost. Furthermore, insurance may not be sufficient to cover all of the liabilities resulting from a product liability claim, and Neoprobe might not have sufficient funds available to pay any claims over the limits of its insurance. Because personal injury claims based on product liability in a medical setting may be very large, an underinsured or an uninsured claim could financially damage Neoprobe.

Neoprobe may have trouble attracting and retaining qualified personnel and its business may suffer if it does not.

Neoprobe's business has experienced developments the past two years which have resulted in several significant changes in Neoprobe's strategy and business plan, including downsizing to what Neoprobe considers to be the minimal level of management and employees necessary to operate a publicly traded medical device business. Neoprobe believes its restructured organization is appropriate to support modest growth over the next few years. However, losing any member of the management team could have an adverse effect on Neoprobe's operations. Neoprobe's success depends on its ability to attract and retain

technical and management personnel with expertise and experience in the medical device business. The competition for qualified personnel in the medical device industry is intense and Neoprobe may not be successful in hiring or retaining

the requisite personnel. If Neoprobe is not able to attract and retain qualified technical and management personnel, it will suffer diminished chances of future success.

Neoprobe's common stock is traded over the counter, which may deprive stockholders of the full value of their shares.

Neoprobe's common stock is quoted via the Over The Counter Bulletin Board (OTCBB). As such, our common stock may have fewer market makers, lower trading volumes and larger spreads between bid and asked prices than securities listed on an exchange such as the New York Stock Exchange or the NASDAQ. These factors may result in higher price volatility and less market liquidity for the common stock.

A low market price may severely limit the potential market for Neoprobe's common stock.

Neoprobe's common stock is currently trading at a price substantially below $5.00 per share, subjecting trading in the stock to certain SEC rules requiring additional disclosures by broker-dealers. These rules generally apply to any non-NASDAQ equity security that has a market price share of less than $5.00 per share, subject to certain exceptions (a "penny stock"). Such rules require the delivery, prior to any penny stock transaction, of a disclosure schedule explaining the penny stock market and the risks associated therewith and impose various sales practice requirements on broker-dealers who sell penny stocks to persons other than established customers and institutional or wealthy investors. For these types of transactions, the broker-dealer must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to the sale. The broker-dealer also must disclose the commissions payable to the broker-dealer, current bid and offer quotations for the penny stock and, if the broker-dealer is the sole market maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Such information must be provided to the customer orally or in writing before or with the written confirmation of trade sent to the customer. Monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. The additional burdens imposed upon broker-dealers by such requirements could discourage broker-dealers from effecting transactions in Neoprobe common stock.

Neoprobe's stockholder rights plan, some provisions of Neoprobe's organizational and governing documents and an agreement with the former Cardiosonix shareholders, may have the effect of deterring third parties from making takeover bids for control of Neoprobe or may be used to hinder or delay a takeover bid.

Neoprobe's certificate of incorporation authorizes the creation and issuance of "blank check" preferred stock. The Company's Board of Directors may divide this stock into one or more series and set their rights. The Board of Directors may, without prior stockholder approval, issue any of the shares of "blank check" preferred stock with dividend, liquidation, conversion, voting or other rights, which could adversely affect the relative voting power or other rights of the common stock. Preferred stock could be used as a method of discouraging, delaying, or preventing a take-over of Neoprobe. If Neoprobe issues "blank check" preferred stock, it could have a dilutive effect upon the common stock. This would decrease the chance that Neoprobe's stockholders would realize a premium over market price for their shares of common stock as a result of a takeover bid.

Also, in connection with the Cardiosonix acquisition, the former shareholders of Cardiosonix entered into an agreement with the Company that for a period of two years following the acquisition, they would not participate in certain actions and transactions that would lead to a change in control of the Company, and to vote their shares in conformity with the recommendations of the Company's Board of Directors as to certain matters, including the approval of transactions that would result in a change in control. These provisions could have the effect of discouraging, delaying or preventing a takeover of Neoprobe.

Because Neoprobe will not pay dividends, stockholders will only benefit from

owning common stock if it appreciates.

Neoprobe has never paid dividends on its common stock and does not intend to do so in the foreseeable future. Neoprobe intends to retain any future earnings to finance its growth. Accordingly, any potential investor who anticipates the need for current dividends from his investment should not purchase our common stock.

ITEM 2. DESCRIPTION OF PROPERTY

The Company currently leases its office at 425 Metro Place North, Dublin, Ohio. The Company executed a lease agreement, commencing on January 1, 1997 and ending in August 2003, with the landlord of these facilities for approximately 25,000 square feet. The lease provides for a monthly base rent of approximately $20,400 in 2002 and increases to $21,000 in 2003. During December 1998, February 1999, and April 2000, the Company executed three lease agreements to sublease approximately 2,600 square feet, 4,600 square feet, and 6,750 square feet of the Company's office space, respectively. The three subleases are expected to generate monthly sublease income of approximately $11,000 in 2002 increasing to $11,200 in 2003. The Company and its subtenants must also pay a pro-rata portion of the operating expenses and real estate taxes of the building. Neoprobe believes these facilities are in good condition and will be adequate for its needs for the foreseeable future.

The Company's subsidiary, Cardiosonix Ltd., currently leases its office at 6 Haprachim Street, Kfar Malal, Israel. The lease covers approximately 180 square meters of space and expires in June, 2002. The lease provides for a monthly base rent of $2,000 through the expiration of the lease. Cardiosonix is in the process of identifying new space that will better serve its needs in the coming two to three years.

ITEM 3. LEGAL PROCEEDINGS

None.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

PART II

ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The common stock of the Company trades on the OTC Bulletin Board under the trading symbol NEOP. The prices set forth below reflect the quarterly high, low and closing sales prices for shares of common stock during the last two fiscal years as reported by Reuters Limited. These quotations reflect inter-dealer prices, without retail markup, markdown or commission, and may not represent actual transactions.

	HIGH	LOW	CLOSE
Fiscal Year 2001			
First Quarter	$ 0.69	$ 0.41	$ 0.48
Second Quarter	1.05	0.40	0.70
Third Quarter	0.77	0.35	0.37
Fourth Quarter	0.51	0.34	0.42
Fiscal Year 2000			
First Quarter	$ 3.50	$ 0.44	$ 1.31
Second Quarter	1.47	0.63	0.72
Third Quarter	1.25	0.53	0.63
Fourth Quarter	0.78	0.38	0.42

As of March 1, 2002, Neoprobe had approximately 728 holders of common stock of record.

The Company has not paid any dividends on its common stock and does not anticipate paying cash dividends in the foreseeable future. The Company intends to retain any earnings to finance the growth of its business. There can be no assurance that the Company will ever pay cash dividends. See Item 6, Management's Discussion and Analysis of Financial Condition and Results of Operations.

Recent Sales of Unregistered Securities

The following sets forth certain information regarding the sale of equity securities of the Company during the period covered by this Report that were not registered under the Securities Act of 1933 (the Securities Act).

In March 2001 and March 2000, the Board of Directors of the Company authorized the issuance of 19,122 and 23,326 shares of common stock, respectively, to the trustees of its 401(k) employee benefit plan (the Plan) without registration. Such issuance is exempt from registration under the Securities Act under Section 3(a)(2). The Plan is a pension, profit sharing or stock bonus plan that is qualified under Section 401 of the Internal Revenue Code. The assets of the Plan are held in a single trust fund for the benefit of the employees of the Company, which does not hold assets for the benefit of the employees of any other employer. All of the contributions to the plan from employees of Neoprobe have been invested in assets other than common stock. All of the common stock held by the plan has been contributed to the plan by the Company as a matching contribution and has been less in value at the time it was contributed to the plan than the employee contributions which it matches.

On November 19, 2001, we entered into a common stock purchase agreement with an investment fund, Fusion Capital II, LLC (Fusion) for the issuance and purchase of our common stock. Under the agreement, Fusion committed up to $10 million to purchase shares of our common stock over a forty-month period that commences upon the effectiveness of a registration statement that we will file with the U.S. Securities and Exchange Commission for the underlying shares. The agreement also establishes an equity line of credit or equity draw-down facility. Once during each draw-down pricing period, Neoprobe could request a draw, subject to a daily base amount, currently set at $12,500. The number of shares

we will issue to Fusion in return for that money is based on the lower of (a) the closing sale price for our stock on the day of the draw request or (b) the average of the three lowest closing sales prices during a twelve day period prior to the draw request. No shares may be sold to Fusion at lower than a floor price currently set at $0.30, but in no case below $0.20 without Fusion's prior consent. Upon execution of the common stock purchase agreement, we issued 449,438 shares of our common stock to Fusion as a commitment fee, in reliance upon an exemption from registration provided by Section 4(2) of the Securities Act.

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read together with our Financial Statements and the Notes related to those statements, as well as the other financial information included in this Form 10-KSB. Some of our discussion is forward-looking and involves risks and uncertainties. For information regarding risk factors that could have a material adverse effect on our business, refer to Item I of this Form 10-KSB, Description of Business - Risk Factors.

THE COMPANY

Neoprobe Corporation (Neoprobe, we or the Company) is a biomedical technology company that provides innovative surgical and diagnostic products that enhance patient care by meeting the critical decision-making needs of healthcare professionals. Prior to the acquisition of Cardiosonix Ltd. (Cardiosonix) on December 31, 2001, our marketable products were limited to a line of gamma

detection devices used in the application of intraoperative lymphatic mapping (ILM). The acquisition of Cardiosonix significantly expanded our potential product offerings. Cardiosonix is in the process of developing and commercializing a unique line of blood flow monitoring devices for a variety of diagnostic and surgical applications, and has received marketing approval for its first product, FlowGuard(TM), in the U.S. and Europe.

RESULTS OF OPERATIONS

2001 marked the second consecutive year of profitability for Neoprobe. Operating results for the fourth quarter and for the fiscal year 2001 were affected by the accounting treatment of the acquisition of Cardiosonix. Generally accepted accounting principles (GAAP) required Neoprobe to expense $885,000 in the fourth quarter of 2001 for in-process research and development (IPR&D) as part of the allocation of the Cardiosonix purchase price. The non-cash, non-recurring charge represents that portion of the purchase price paid for Cardiosonix that was allocated to the Cardiosonix intraoperative cardiovascular product, InFlow(TM). That product is still considered "in process," or under development under GAAP because it has not received the necessary regulatory marketing approvals. As a result, that portion of the purchase price allocated to InFlow was expensed in 2001.

Exclusive of the non-cash, non-recurring charge related to the Cardiosonix InFlow product, Neoprobe's net income for 2001 would have been $900,000. Including the non-recurring charge, Neoprobe's results reflected net income of $15,000 for 2001. Financial results for 2001 were significantly impacted by two primary factors: a decrease in the average prices received for our gamma detection products, coupled with lower than expected demand from our primary distributor, Ethicon.

Approximately 70% of the decline in gross margin in 2001 versus 2000 can be attributed to the reduction in the prices the Company charged Ethicon Endo-Surgery, Inc. (Ethicon) for gamma detection products during 2001. The Company's distribution agreement with Ethicon provides for transfer prices based on a percentage of the end customer average sales prices (ASP) received by Ethicon, subject to floor transfer pricing terms. The distribution agreement provided for a one-time change to a lower percentage of ASP to be shared with the Company following the first full commercial year of the distribution agreement. That period ended December 31, 2000.

The remaining decline in gross margins in 2001 versus 2000 can be attributed primarily to the decline in demand from Ethicon. The Company attributes the decline in demand primarily to three factors: overstocking of base systems by Ethicon in order to comply with the initial contractual minimum purchase commitments under Ethicon's distribution agreement with the Company, a lack of success to date in placing our BlueTip(TM) products with end users, and the timing of the reporting of results from multinational clinical trials regarding the use of ILM in breast cancer. Exact market penetration for the Company's products is difficult to gauge, as there are no widely published use statistics on this specific type of device or the application of sentinel lymph node biopsy. The Company believes, based on anecdotal information, that the application of ILM has increased steadily over the past few years, but that the global adoption rate for lymphatic mapping may be slowing pending the outcome of major international trials in breast

care. In 2000, end-customer device placements of our base gamma detection systems increased approximately 50% over 1999. We believe this was due primarily to the initiation of our distribution arrangement with Ethicon in the fourth quarter of 1999. In 2001, Ethicon's rate of increase in end-customer sales slowed to approximately 30% over 2000. However, the gross increase in end-customer placements of devices did not translate to increased Neoprobe sales because Ethicon was carrying more than their desired level of inventory due to purchases they were required to make to meet the periodic contractual minimums. We expect Ethicon's minimum purchase commitments to be fully met during the third quarter of 2002 based on current committed and forecast demand and believe they will be adjusting their purchases during 2002 to reach their desired level of safety stock.

Despite the declines in product prices and demand, and excluding the IPR&D

charge, we recorded net income primarily attributable to our gamma detection product line of nearly $900,000 in 2001.

Neoprobe's major expense categories as a percentage of sales remained constant from 2000 to 2001. Research and development expenses, as a percentage of sales, were 5% in 2001 and 2000. Selling, general and administrative expenses, as a percentage of sales, increased slightly to 34% in 2001 from 33% in 2000. Management believes these major expense categories, as a percentage of sales, will increase significantly in 2002 as compared to 2001 due to additional research and development activities, primarily associated with the blood flow product line, and to blood flow market development support activities. These categories, as a percentage of sales, may also be affected by additional declines in demand for gamma detection devices in 2002.

Years ended December 31, 2001 and 2000

Revenues and Margins. Net product sales, primarily of the Company's gamma detection systems, decreased $2.1 million or 24% to $6.8 million in 2001 from $8.8 million in 2000. Gross margins on product sales decreased to 35% of net sales in 2001 from 44% of net sales in 2000.

The declines in net product sales and gross margins were the combined result of a nearly 20% decrease in prices charged to Ethicon during 2001 as compared to 2000 for the base neo2000(R) Gamma Detection System (i.e., a 14mm probe and neo2000 control unit), coupled with a 14% decline in demand from Ethicon for these base systems and a 42% decline in demand for the Company's BlueTip probes and accompanying disposable handles. In addition, the cost to manufacture the Company's products increased slightly from 2000 to 2001 due largely to higher electronic and crystal component costs.

Revenues in 2001 and 2000 also included $800,000 from the pro-rata recognition of license fees related to the distribution agreement with Ethicon, and $25,000 and $75,000, respectively, from the recognition of quarterly milestone fees related to an option agreement to license certain of the Company's radioimmunoguided surgery (RIGS) technology.

Research and Development Expenses. Research and development expenses decreased $128,000 or 27% to $345,000 in 2001 from $473,000 in 2000. The decrease is primarily due to the inclusion of $40,000 in non-recurring severance costs and $150,000 in unreimbursed costs related to development of products in the first quarter of 2000. Research and development expenses in both 2001 and 2000 are reflected net of $500,000 in reimbursed expenses received from the Company's distribution partner, Ethicon.

Selling, General and Administrative Expenses. Selling, general and administrative expenses decreased $590,000 or 20% to $2.3 million in 2001 from $2.9 million in 2000. The decrease was primarily the result of the elimination of internal marketing personnel, lower net patent costs due to abandoned patents, and net reductions in various overhead cost categories such as insurance, professional services, space costs, and equipment rental, offset by the inclusion of $49,000 of gains on the sale of certain property and equipment in 2000.

Acquired In-Process Research and Development. This $885,000 charge represents the portion of the purchase price of Cardiosonix allocated to in-process research and development for the InFlow product

that was expensed at the date of consummation of the acquisition. No such charges were incurred in 2000.

Other Income. Other income decreased $134,000 or 27% to $370,000 during 2001 from $504,000 during 2000. Other income during 2001 consisted primarily of a $238,000 refund of a portion of the limited guarantee made by the Company related to a loan made by a bank to the Company's former subsidiary, Neoprobe Israel. The Company had previously put cash on deposit with the bank as security for the limited guarantee. The full amount of the limited guarantee was written off in 1998 in conjunction with the Company's decision to liquidate Neoprobe Israel, as the Company did not expect to receive any of the cash deposit back from the bank. The Company had requested a full accounting for the deposit

following the sale by the receiver of the Neoprobe Israel facility. In connection with the refunded cash deposit, the bank granted the Company a release from all obligations related to the loan. Other income in 2000 consisted primarily of $262,000 in one-time gains from the forgiveness of royalties due under a research and development agreement and interest income on the Company's investments. Interest income decreased because the Company received a lower interest rate on its invested cash in 2001 as compared to 2000, consistent with marketplace activity over the two periods.

LIQUIDITY AND CAPITAL RESOURCES

OPERATING ACTIVITIES -- Cash used in operations was $277,000 in 2001 as compared to $1.7 million provided by operations in 2000. Working capital increased to $4.1 million at December 31, 2001 as compared to $3.8 million at December 31, 2000. The current ratio remained at 2.6 at December 31, 2001 and December 31, 2000. The increase in working capital was primarily due to higher levels of accounts receivable and inventory in 2001 as compared to 2000.

Accounts receivable increased to $561,000 at December 31, 2001 from $365,000 at December 31, 2000. The Company expects receivable levels to fluctuate in 2002 depending on the timing of purchases and payments by Ethicon.

Inventory levels increased to $1.4 million at December 31, 2001 as compared to $941,000 at December 31, 2000. The Company built up stock of certain critical long-lead components during 2001 in order to take advantage of significant quantity price breaks, and has continued to maintain appropriate levels of finished good safety stock to avoid interruption in supply of finished products to Ethicon. In addition, we recorded additional inventory reserves in accordance with our policy of $111,000 during 2001 related to raw material components of gamma detection products for which the Company has no alternative use and no forecast demand within the next year. Inventory levels are expected to decrease in early 2002 but return to 2001 levels later in the year. We will work through our carryover stock of certain long-lead gamma device components. Later in 2002, we will also start to build inventory of blood flow products in preparation for commercial launch.

The Company anticipates it will need to fund up to $3.5 million in development and market support costs during 2002 related to preparing for the commercial launch of its blood flow product line.

INVESTING ACTIVITIES -- Cash provided by investing activities in 2001 totaled $109,000, versus $1.4 million in 2000. On December 31, 2001, the Company completed the acquisition of Cardiosonix, and acquired $195,000 in net cash. During January 2000, the Company sold a minority investment in an Israeli biotechnology company for $1.5 million. Capital expenditures in 2001 consisted primarily of technology infrastructure, production tooling, and loaner device upgrades. Capital expenditures in 2000 were split between purchases of production tools and equipment, and technology infrastructure. They were offset by the sale of excess furniture and fixtures accumulated from prior year headcount reductions. Capital needs for 2002 are expected to increase over 2001 to support instrument development and manufacturing activities, although it is our intent to initially outsource manufacturing of blood flow products as is currently done for our gamma devices.

FINANCING ACTIVITIES -- Financing activities used $188,000 in cash in 2001 versus $3.3 million in 2000. During the first quarter of 2000, the Company paid holders of Series B preferred stock $2.5 million

in cash and issued them 3 million each of common shares and warrants to purchase common shares in exchange for retiring the outstanding preferred shares. In 2001 and 2000, the Company paid off debt totaling $144,000 and $812,000, respectively, leaving the Company with $195,000 in debt at December 31, 2001.

On November 19, 2001, we entered into a common stock purchase agreement with an investment fund, Fusion Capital II, LLC (Fusion) for the issuance and purchase of our common stock. The stock purchase agreement established what is sometimes termed an equity line of credit or an equity draw down facility. The facility generally operates as follows: Fusion committed up to $10 million to purchase Neoprobe's common stock over a forty-month period that commences when a

registration statement that Neoprobe will file for the underlying shares becomes effective. The Company intends to file a registration statement to register for resale up to 5 million shares of common stock of the Company shortly after the filing of this Form 10-KSB. Once the registration statement is declared effective, the Company will be able to request daily draw downs, subject to a daily base amount, currently set at $12,500. The number of shares we are to issue to Fusion in return for that money will be based on the lower of (a) the closing sale price for our stock on the day of the draw request or (b) the average of the three lowest closing sales prices during a twelve day period prior to the draw request. No shares may be sold to Fusion at lower than a floor price currently set at $0.30, but in no case below $0.20 without Fusion's prior consent. Upon execution of the common stock purchase agreement, we issued 449,438 shares of our common stock to Fusion as a commitment fee. The Company intends to draw on the equity line to fund development and commercialization activities if market conditions are favorable and if we determine that the draw downs are not having a significant negative impact on the share price of the Company's common stock.

During February 2002, the Company entered into a line of credit facility with an investment management company. The facility provides for a maximum line of credit of $2.0 million and is fully collateralized by pledged cash and investments on deposit with the investment management company. Availability under the facility is based on advance rates varying from 80% to 92% of the underlying available collateral. Outstanding amounts under the facility bear interest at LIBOR plus 175 basis points. The facility expires in February 2007.

We believe our current cash position, coupled with cash expected to be provided through sales of our gamma detection products in 2002 is adequate to sustain our planned blood flow and gamma detection development and operations through the fourth quarter of 2002. However, our ability to execute our plans into 2003 significantly depends on our ability to raise additional funds from sources other than operations. Our future liquidity and capital requirements will depend on a number of factors, including our ability to raise additional capital in a timely manner through additional investment, expanded market acceptance of our current products, our ability to commercialize new products such as our blood flow product line, our ability to monetize our investment in non-core technologies, our ability to obtain milestone or development funds from potential development and distribution partners, regulatory actions by the FDA and other international regulatory bodies, and intellectual property protection.

There can be no assurance that the additional capital we may require to finance operations beyond 2002 will be available on acceptable terms, if at all. Any failure to secure additional financing will force us to modify our business plan. There can be no assurance that we will be able to achieve significant product revenues from our current or potential new products. In addition, there can be no assurance that we will achieve profitability again in the future.

CONTRACTUAL OBLIGATIONS AND COMMERCIAL COMMITMENTS - The following table presents the Company's contractual obligations and commercial commitments as of December 31, 2001.

PAYMENTS DUE BY PERIOD

<TABLE>
<CAPTION>

CONTRACTUAL CASH OBLIGATIONS	TOTAL	LESS THAN 1 YEAR	1 - 3 YEARS	4 - 5 YEARS	AFTER 5 YEARS
<S>	<C>	<C>	<C>	<C>	
Capital Lease Obligation	$ 38,306	$ 16,417	$ 21,889	$ -	$ -
Operating Leases	231,582	145,724	84,828	1,030	-
Unconditional Purchase Obligations	608,000	608,000(1)	-	-	-
Other Long-Term Obligations	-	-	-	-	-

Total Contractual Cash Obligations	$877,888	$770,141	$106,717	$ 1,030	$ -

</TABLE>

(1) This amount represents purchases under binding purchase orders for which the Company is required to take delivery of the product under the terms of the underlying supply agreements going out approximately four to five months. In addition, the Company has annual minimum purchase commitments for an additional $1.3 million in finished medical devices that are not currently covered by binding purchase orders, but for which the Company must either submit binding purchase orders on a monthly basis or reimburse the contract manufacturer for any non-cancellable, non-returnable materials. The Company believes the amount of non-cancellable, non-returnable materials to be less than half of the remaining commitment amount at any point in time.

NEW ACCOUNTING PRONOUNCEMENTS - In July 2001, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (SFAS) No. 141, Business Combinations, and SFAS No. 142, Goodwill and Other Intangible Assets. Under SFAS 141, any business combination initiated after June 30, 2001 must be accounted for as a purchase. For purchase business combinations that are consummated after June 30, 2001, goodwill and identifiable intangibles should be recorded and amortized in accordance with SFAS 142, i.e., goodwill and intangible assets with indefinite lives are not amortized and other identified intangibles are amortized. For any purchase business combination consummated on or before June 30, 2001, the accounting under APB 16 and APB 17 still applies. Goodwill and separately identifiable intangibles should be recorded and amortized until adopting SFAS 142, which is required for fiscal years beginning after December 15, 2001. A calendar year-end company would continue to amortize goodwill and all separately identifiable intangibles through December 31, 2001. Upon adoption of SFAS 142, a company would cease amortizing goodwill and separately identifiable intangibles with indefinite lives and amortize other identifiable intangibles in accordance with the guidelines set forth in the standard. The Company adopted SFAS 141 and SFAS 142 as of December 31, 2001 related to its acquisition of Cardiosonix. The adoption of these pronouncements had a material affect on the Company's financial position and results of operations for 2001 as described elsewhere in Results of Operations and in the notes to the consolidated financial statements.

In October 2001, the FASB issued SFAS No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets, which supersedes both SFAS 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of and the accounting and reporting provisions of APB Opinion No. 30, Reporting the Results of Operations--Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions, for the disposal of a segment of a business (as previously defined in that Opinion). SFAS 144 retains the fundamental provisions in SFAS 121 for recognizing and measuring impairment losses on long-lived assets held for use and long-lived assets to be disposed of by sale, while also resolving significant implementation issues associated with SFAS

121. For example, SFAS 144 provides guidance on how a long-lived asset that is used as part of a group should be evaluated for impairment, establishes criteria for when a long-lived asset is held for sale, and prescribes the accounting for a long-lived asset that will be disposed of other than by sale. SFAS 144 retains the basic provisions of APB 30 on how to present discontinued operations in the income statement but broadens that presentation to include a component of an entity (rather than a segment of a business). Unlike SFAS 121, an impairment assessment under SFAS 144 will never result in a write-down of goodwill. Rather, goodwill is evaluated for impairment under SFAS 142, Goodwill and Other Intangible Assets.

The Company is required to adopt SFAS 144 no later than the year beginning after December 15, 2001, and plans to adopt its provisions for the quarter ending March 31, 2002. Management does not expect the adoption of SFAS 144 for long-lived assets held for use to have a material impact on the Company's financial statements because the impairment assessment under SFAS 144 is largely unchanged from SFAS 121. The provisions of the Statement for assets held for sale or other disposal generally are required to be applied prospectively after

the adoption date to newly initiated disposal activities. Therefore, management cannot determine the potential effects that adoption of SFAS 144 will have on the Company's financial statements.

In November 2001, the Emerging Issues Task Force of the FASB issued Topic D-103, Income Statement Characterization of Reimbursements Received for Out-of-Pocket Expenses Incurred. The FASB is requiring Topic D-103 be applied in financial reporting periods beginning after December 15, 2001. Topic D-103 requires companies to characterize reimbursements received for out-of-pocket expenses, such as shipping and handling charges, as revenue. However, the Topic could potentially be applied to areas such as the Company's reimbursement of research and development charges from Ethicon. The Company is analyzing the potential impacts of the Topic; however, management is not able to determine at this time the potential impact the adoption of Topic D-103 will have on its financial statements.

CRITICAL ACCOUNTING POLICIES -- The following accounting policies are considered by management to be critical to the Company's results of operations and financial condition.

Revenue Recognition Related to Net Product Sales. We currently generate revenue primarily from sales of our gamma detection devices. We recognize sales revenue when the products are shipped and the earnings process has been completed. Our customers have no right to return products purchased in the ordinary course of business. The prices we charge our primary customer, Ethicon, are subject to retroactive annual adjustment based on a fixed percentage of the actual sales prices achieved by Ethicon on sales to end customers made during each fiscal year. To the extent that we can reasonably estimate the end-customer prices received by Ethicon, we record sales to Ethicon based upon these estimates. If we are unable to reasonably estimate end customer sales prices related to certain products sold to Ethicon, we record revenue related to these product sales at the minimum price provided for under our distribution agreement with Ethicon. Due to uncertainty regarding end customer prices during 2001, we recorded revenue at the minimum prices for most of the year until the final reconciliation was completed with Ethicon. The completion of the reconciliation resulted in the Company recording approximately $60,000 in additional revenue in the fourth quarter of 2001 related to sales made during the second and third quarters of 2001. Final adjusted prices for the year were approximately four percent (4%) above the floor prices. The final adjusted prices for 2001 serve as the basis for provisional prices to be charged Ethicon for sales in 2002. As such, we believe we have only a small amount of price exposure related to sales to Ethicon in 2002 and beyond related to currently marketed products.

Impairment of Long-Lived Assets and Long-Lived Assets to be Disposed Of. We account for long-lived assets in accordance with the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed Of. This Statement requires that long-lived assets and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of

the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell. As of December 31, 2001, the most significant long-lived assets on our balance sheet relate to assets recorded in connection with the acquisition of Cardiosonix and gamma detection device patents related to ILM. The recoverability of these assets is based on the financial projections and models related to future sales of Cardiosonix' products which have yet to begin and the continuing success of our gamma detection product line. As such, these assets could be subject to significant adjustment should the Cardiosonix technology not be successfully commercialized or the sales amounts in our current projections not be realized.

Accounting for the Acquisition of Cardiosonix. We accounted for the acquisition of Cardiosonix in accordance with the following guidance: SFAS No. 141, Business

Combinations; SFAS No. 142, Goodwill and Other Intangible Assets; SFAS No. 2, Accounting for Research and Development Costs; FASB Interpretation No. 4, Applicability of FASB Statement No. 2 to Business Combinations Accounted for by the Purchase Method, and other relevant guidance. At the closing, the Company issued 9,714,737 shares of Neoprobe common stock in exchange for all of the outstanding shares of Cardiosonix. An additional 2,085,826 shares of Neoprobe common stock will be issued to the Cardiosonix shareholders on the satisfaction of a milestone event involving Cardiosonix product development activity. The acquisition was accounted for under the purchase method outlined in SFAS No. 141, and the results of Cardiosonix have been included in the Company's consolidated results from the date of acquisition, or December 31, 2001. The purchase price was allocated based on an appraisal conducted by an independent valuation expert following the premise of continued use and applying the traditional income approach to the present valuation of future economic benefits. Based on the valuation, the assets acquired were allocated the following values: $185,000 to various working capital items, $66,000 to property, plant and equipment, $2.6 million to patents (to be amortized over 15 years), $604,000 to non-compete agreements (to be amortized over four years), $245,000 to the completed technology related to the FlowGuard product (to be amortized over seven years), and $885,000 to IPR&D related to the InFlow product (expensed immediately). The allocation of the purchase price had a significant impact on our net income in 2001.The $885,000 in IPR&D was expensed immediately as in-process research and development because InFlow has not received regulatory (i.e., FDA) approval to be marketed. Research and development costs under SFAS No. 2 are expensed as incurred. The valuation is critical to results in 2001 and future years. If the valuation had been assigned differently (i.e., less to patents and more to IPR&D), the results would be significantly different for 2001 as well as future years. All of the assets to which value was assigned are amortizable as expense for book purposes in future years. The ongoing recoverability related to the recorded assets will be evaluated in the future and could have a material effect on the future results of operations.

OTHER ITEMS AFFECTING FINANCIAL CONDITION -- At December 31, 2001, the Company had U.S. net operating tax loss carryforwards and tax credit carryforwards of approximately $92.0 million and $4.4 million, respectively, available to offset or reduce future income tax liability, if any, through 2021. However, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, use of prior tax loss and credit carryforwards may be limited after an ownership change. As a result of ownership changes as defined by Sections 382 and 383, which have occurred at various points in the Company's history, management believes utilization of the Company's tax loss carryforwards and tax credit carryforwards may be limited.

OUTLOOK

This Outlook section contains a number of forward-looking statements, all of which are based on current expectations. Actual results may differ materially. The Company's financial performance is highly dependent on the success of its gamma detection instrument product line and on its ability to commercialize the blood flow products of its newly acquired subsidiary, Cardiosonix. There can be no assurances, however, that the Company will achieve the volume of sales anticipated, or if achieved, that the margin on such sales will be adequate to produce positive operating cash flow. While the Company remains optimistic about the prospects for its other proprietary technologies, these technologies are not anticipated to generate any significant revenue for the Company during 2002. The Company believes its December 31, 2001 cash position and sources of future cash flow are adequate for the Company to

continue operating through the end of 2002 and into 2003. However, if the Company does not generate adequate funds from operations, it may need to further modify its business plan and seek other financing alternatives. Such alternatives may include asset dispositions that could force the Company to further change its business plan.

Gamma Detection Products

Numerous articles have been published in recent years on the topics of sentinel lymph node biopsy and ILM in peer reviewed journals, and a number of thought leaders and cancer treatment institutions have recognized and embraced the

technology as standard of care for melanoma and, in some cases, for breast cancer. However, as the melanoma market represents less than 10% of the breast care market, standard of care recognition related to breast care is much more important to the Company. Standard of care designation for breast cancer is most likely dependent on completion of several large multi-center clinical trials in the U.S. and abroad. Final data from these studies likely will not be presented for several years. However, the Company believes that the surgical community will continue to adopt the ILM application while the standard of care determination is still pending. The Company also believes the lymphatic targeting agent being developed by the University of California, San Diego (UCSD) for Neoprobe, if it should become commercially available, could improve the adoption of ILM in future years.

Despite lower than expected demand for our gamma detection products in 2001, Neoprobe continues to be encouraged by the attention focused on ILM by the medical community at surgical conferences, especially related to investigations into other applications beyond melanoma and breast cancer. The Company also believes the market focus in all major global markets for hand-held gamma detection devices will continue to be among local/community hospitals, which typically lag behind leading research centers and major hospitals in adapting to new technologies. A slower than anticipated adoption rate may negatively impact the Company's sales volumes, and therefore, revenues and net income in 2002. Ethicon's contractual minimum purchase requirements are expected to be met during the third quarter of 2002. The Company also believes that Ethicon's total purchases for 2002 will be less than 2001 as they work to decrease their overstock position of base systems. The Company does not anticipate any demand from Ethicon for BlueTip products during 2002. However, as discussed previously, we believe Ethicon remains fully committed to our gamma detection product line. We expect demand from Ethicon to rebound in 2003 if Ethicon's end customer sales follow the trends seen in 2000 and 2001. There can be no assurance, however, that Ethicon's sales will increase and result in increased demand for Neoprobe's products.

In addition, under the terms of the Company's marketing agreement with Ethicon, the transfer price on product sales that the Company receives is based on a percentage of Ethicon's end-customer sales price, subject to a price floor. To date, the Company's products have commanded a price premium in most of the markets in which they are sold, which we believe is due to their superior product performance and ease of use. While Neoprobe continues to believe in the technical and user-friendly superiority of its products, competitors continue to innovate and the Company may lose market share as a result. A loss of market share would likely have a direct negative impact on net income. Although the end-customer price (i.e., ASP) may decline due to external market pressures and competition, the percentage of ASP shared with the Company will not change again under the terms of the current distribution agreement. In addition, the price received by the Company during 2001 was only 4% above the floor pricing for base systems, so we believe there is little downside pricing risk associated with future sales of the Company's gamma detection devices to Ethicon.

Ethicon has also reimbursed the Company for a flat amount per quarter ($125,000) related to research and development expenses incurred by the Company on Ethicon's behalf. This flat reimbursement ends at the end of the third quarter of 2002. There can be no assurances, however, that the Company will be successful in negotiating additional reimbursement from Ethicon covering product development beyond the third quarter of 2002 at terms acceptable to the Company, or at all.

Based on the above discussion, we project the gamma detection device line will operate approximately on a breakeven basis in 2002.

Blood Flow Products

Despite having received regulatory approval to market FlowGuard in the U.S. and Europe, we anticipate spending a significant amount of time and effort in 2002 to bring it and the other Cardiosonix blood flow products to market. This will include significant development, regulatory approval, pre-commercialization market preparation, and administrative support activities. We anticipate placing blood flow systems with industry thought leaders to obtain critical pre-commercialization feedback prior to widespread market launch. These

activities will likely continue for most of 2002. We expect that total expenditures during 2002 to support the Cardiosonix product line development and pre-commercializaiton activities could approach $3.5 million.

RIGS and ACT

The Company intends to continue to develop RIGScan CR and ACT, but will not do so without a partner or third party support. The Company may incur some costs during 2002 related to enlisting new development partners and assisting those groups, if any, with their negotiations and submissions to regulatory authorities, although such costs are not expected to be significant.

Summary

We expect operating and net results for 2002 to show a loss, primarily because we expect to incur up to $3.5 million in research and development, market and administrative support costs to commercize our blood flow product line, coupled with a projected overall breakeven contribution from the gamma detection device product line.

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 (the Act) provides a safe harbor for forward-looking statements made by or on behalf of our Company. Our Company and its representatives may from time to time make written or verbal forward-looking statements, including statements contained in this report and other Company filings with the Securities and Exchange Commission and in our reports to stockholders. Statements which relate to other than strictly historical facts, such as statements about the Company's plans and strategies, expectations for future financial performance, new and existing products and technologies, and markets for the Company's products are forward-looking statements within the meaning of the Act. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "will" and other similar expressions identify forward-looking statements. The forward-looking statements are and will be based on management's then current views and assumptions regarding future events and operating performance, and speak only as of their dates. The Company undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. See Risk Factors for a discussion of events and circumstances that could affect our financial performance or cause actual results to differ materially from estimates contained in or underlying our forward-looking statements.

ADDITIONAL INFORMATION

For additional information about our operations, cash flows, liquidity and capital resources, please refer to the information on pages 27 through 29 of this report.

ITEM 7. FINANCIAL STATEMENTS

The financial statements of the Company, and the related notes, together with the report of KPMG LLP dated March 5, 2002 are set forth at pages F-1 through F-23 attached hereto. The financial statements of the Company's wholly-owned subsidiary, Cardiosonix Ltd. (formerly Biosonix Ltd.), and the related notes, together with the report of Somekh Chaikin (a member of KPMG International) dated February 28, 2002 are set forth at

pages F-24 through F-39 attached hereto. The unaudited pro forma statement of operations and related notes as if Cardiosonix had been acquired as of January 1, 2001 are set forth on page F-40 through F-42 attached hereto.

ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT.

DIRECTORS.

THE FOLLOWING DIRECTORS' TERMS SHALL CONTINUE UNTIL THE 2002 ANNUAL MEETING:

NANCY E. KATZ, age 42, has served as a director of Neoprobe since January 2001. Ms. Katz currently serves as President, Chief Executive Officer and a director of Calypte Biomedical Corporation. Ms. Katz joined Calypte in October 1999 as President, Chief Operating Officer and Chief Financial Officer. Prior to joining Calypte, Ms. Katz served as President and Chief Operating Officer of Zila Pharm Inc. From 1997 to 1998, Ms. Katz served as Vice President of Sales & Marketing of LifeScan (the diabetes testing division of Johnson & Johnson) and Vice President of U.S. Marketing, directing LifeScan's marketing and customer call center departments from 1995 to 1997. During her seven-year career at Schering-Plough Healthcare Products from 1987 to 1994, she held numerous positions including Senior Director & General Manager, Marketing Director for Footcare New Products, and Product Director of OTC New Products. Ms. Katz also held various product management positions at American Home Products from 1981 to 1987. Ms. Katz received her B.A. in Business Administration from the University of South Florida.

FRED B. MILLER, age 62 , has served as a director of Neoprobe since January 2002. Mr. Miller is the President and Chief Operating Officer of Seicon, Limited, a privately held company that specializes in developing, applying and licensing technology to reduce seismic and mechanically induced vibration. Mr. Miller also serves on the board of two other privately-held companies. Until his retirement in 1995, Mr. Miller had been with Price Waterhouse LLP since 1962. Mr. Miller is a Certified Public Accountant, a member of the American Institute of Certified Public Accountants (AICPA), a past member of the Council of the AICPA and a member and past president of the Ohio Society of Certified Public Accountants. He also has served on the boards or advisory committees of several universities and not-for-profit organizations. Mr. Miller has a B.S. degree in Accounting from the Ohio State University.

MICHAEL P. MOORE, M.D., PH.D., age 51, has served as a director of Neoprobe since May 1994. Dr. Moore has been Attending Physician, Breast Surgery, Columbia Presbyterian Medical Center since June 1986. Dr. Moore has a B.S. degree from Boston College, a Ph.D. degree from Loyola University of Chicago, and a M.D. degree from The Loyola Stritch School of Medicine.

THE FOLLOWING DIRECTORS' TERMS SHALL CONTINUE UNTIL THE 2003 ANNUAL MEETING:

JOHN S. CHRISTIE, age 52, has served as a director of Neoprobe since May 1997. Mr. Christie has served as President, Chief Operating Officer and a director of Worthington Industries, Inc. since June 1999. Mr. Christie served as President of JMAC, Inc., an investment holding company, from September 1995 to June 1999. From August 1988 until September 1995, he was a Senior Vice President of Battelle Memorial Institute. Mr. Christie also serves as a director of Karrington Health, Inc. Mr. Christie has a B.S. degree in Business Administration from Miami University and a MBA from Emory University.

DAN MANOR, PH.D., age 42, has served as a director of Neoprobe since January 2002. Dr. Manor also serves as the President and Chief Executive Officer of Cardiosonix, Ltd., a wholly-owned subsidiary of Neoprobe Corporation. Prior to founding Cardiosonix in 1998, Dr. Manor served as Managing Director of Medical Dynamics Ltd., a privately-held Israeli company specializing in developing pneumatic blood flow assist devices, from founding in 1996 through its sale in 1998. From 1995 through 1996, Dr. Manor served as Products Manager and Medical Director of an ultrasound company. Dr. Manor started his career as a researcher, working at various institutions, including Rambam Medical Center and the Heart Research Center, Technion-Israel Institute

of Technology (IIT), Haifa, Israel. He spent the next several years at the

Department of Physiology, University of North Texas Health Science Center at Fort Worth, Texas as a Research Assistant Professor. Dr. Manor has a B.Sc. in Aeronautical Engineering, a M.S. and a Ph.D. in Biomedical Engineering from the Technion-IIT. He is the recipient of numerous awards including the Wolf Foundation award for excellence in research.

J. FRANK WHITLEY, JR., age 59, has served as a director of Neoprobe since May 1994. Mr. Whitley was Director of Mergers, Acquisitions and Licensing at The Dow Chemical Company (Dow), a multinational chemical company, from June 1993 until his retirement in June 1997. After joining Dow in 1965, Mr. Whitley served in a variety of marketing, financial, and business management functions. Mr. Whitley has a B.S. degree in Mathematics from Lamar State University.

THE FOLLOWING DIRECTORS' TERMS SHALL CONTINUE UNTIL THE 2004 ANNUAL MEETING:

REUVEN AVITAL, age 50, has served as a director of Neoprobe since January 2002. Mr. Avital is a partner and general manager of Ma'Aragim Enterprises Ltd., an investment company in Israel, through which he is a member of the board of Neoprobe as well as a number of privately-held and Israeli public companies, three of them in the medical device field. Mr. Avital was a board member of Cardiosonix, Ltd. from April 2001 through December 31, 2001, when the company was acquired by Neoprobe. Previously, Mr. Avital served in the Israeli government in a variety of middle and senior management positions. He is also chairman or board member in several not-for-profit organizations, mainly involved in education for the under-privileged and international peace-building. Mr. Avital has BA degrees in The History of the Middle East and International Relations from the Hebrew University of Jerusalem, and a MPA from the Kennedy School of Government at Harvard University.

DAVID C. BUPP, age 52, has served as President and a director of Neoprobe since August 1992 and as Chief Executive Officer since February 1998. From August 1992 to May 1993, Mr. Bupp served as the Treasurer of Neoprobe. In addition to the foregoing positions, from December 1991 to August 1992, he was Acting President, Executive Vice President, Chief Operating Officer and Treasurer, and from December 1989 to December 1991, he was Vice President, Finance and Chief Financial Officer. From 1982 to December 1989, Mr. Bupp was Senior Vice President, Regional Manager for AmeriTrust Company National Association, a nationally chartered bank holding company, where he was in charge of commercial banking operations throughout Central Ohio. Mr. Bupp has a B.A. degree in Economics from Ohio Wesleyan University. Mr. Bupp completed a course of study at Stonier Graduate School of Banking at Rutgers University.

JULIUS R. KREVANS, M.D., age 77, has served as a director of Neoprobe since May 1994 and as Chairman of the Board of Directors of Neoprobe since February 1999. Dr. Krevans served as Chancellor of the University of California, San Francisco from July 1982 until May 1993, and now serves on the faculty of that institution's School of Medicine. Prior to his appointment as Chancellor, Dr. Krevans served as a Professor of Medicine and Dean of the School of Medicine at the University of California, San Francisco from 1971 to 1982. Dr. Krevans is a member of the Institute of Medicine, National Academy of Sciences, and led its committee for the National Research Agenda on Aging until 1991. He is Chairman of the Bay Area Economic Forum, a member of the Medical Panel of A.P. Giannini Foundation, and a member of the Board of Directors of the Bay Area BioScience Center. Dr. Krevans has a B.S. degree and a M.D. degree, both from New York University. Dr. Krevans also serves on the Board of Directors and the compensation committee of the Board of Directors of Calypte Biomedical Corporation (Calypte). Nancy E. Katz, a director of Neoprobe, is President and Chief Executive Officer of Calypte.

EXECUTIVE OFFICERS

In addition to Mr. Bupp, the following individuals are executive officers of the Company and serve in the position(s) indicated below:

NAME	AGE	POSITION
Carl M. Bosch	45	Vice President, Instrument Development

Rodger A. Brown	51	Vice President, Regulatory Affairs and Quality Assurance
Brent L. Larson	38	Vice President, Finance, Chief Financial Officer, Treasurer and Assistant Secretary

Carl M. Bosch has served as Vice President, Instrument Development of Neoprobe since March 2000. Prior to that, Mr. Bosch served as our Director, Instrument Development from May 1998 to March 2000. Before joining Neoprobe, Mr. Bosch was employed by GE Medical Systems from 1994 to 1998 where he served as Manager, Nuclear Programs. From 1977 to 1994, Mr. Bosch was employed by GE Aerospace in several engineering and management functions. Mr. Bosch has a B.S. degree in Electrical Engineering from Lehigh University and a M.S. degree in Systems Engineering from the University of Pennsylvania.

Rodger A. Brown has served as Vice President, Regulatory Affairs and Quality Assurance of Neoprobe since November 2000. From July 1998 through November 2000, Mr. Brown served as Director, Regulatory Affairs for the Company. Prior to joining the Company, Mr. Brown served as Director of Operations for Biocore Medical Technologies, Inc. from April 1997 to April 1998. From 1981 through 1996, Mr. Brown served as Director, Regulatory Affairs/Quality Assurance for E for M Corporation, a subsidiary of Marquette Electronics, Inc.

Brent L. Larson has served as Vice President, Finance and Chief Financial Officer of Neoprobe since February 1999. Prior to that, he served as Neoprobe's Vice President, Finance from July 1998 to January 1999 and as Controller from July 1996 to June 1998. Before joining Neoprobe, Mr. Larson was employed by Price Waterhouse LLP. Mr. Larson has a B.B.A. degree in Accounting from Iowa State University of Science and Technology and is a Certified Public Accountant.

SECTION 16(a) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE.

Section 16(a) of the Securities Act of 1934 requires our officers and directors, and greater than 10% stockholders, to file reports of ownership and changes in ownership of our securities with the Securities and Exchange Commission. Copies of the reports are required by SEC regulation to be furnished to us. Based on our review of these reports and written representations from reporting persons, we believe that all reporting persons complied with all filing requirements during the year ended December 31, 2001, except for a late Form 3 filing for Carl M. Bosch and a late Form 3 filing for Nancy E. Katz.

ITEM 10. EXECUTIVE COMPENSATION.

SUMMARY COMPENSATION TABLE

The following table sets forth certain information concerning the annual and long-term compensation of our Chief Executive Officer and our other three executive officers having annual compensation in excess of $100,000 during the last fiscal year (the Named Executives) for the last three fiscal years.

<TABLE>
<CAPTION>

		ANNUAL COMPENSATION		LONG TERM COMPENSATION AWARDS		
NAME AND PRINCIPAL POSITION	YEAR	SALARY	BONUS	RESTRICTED STOCK AWARDS ($)	SECURITIES UNDER-LYING OPTIONS (#)	ALL OTHER COMPENSATION
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Carl M. Bosch,	2001	$129,375	$25,250	-	45,000	$ 3,081(c)
Vice President	2000	125,625	68,325	42,180(b)	45,000	1,643(c)
Instrument Development(a)	1999	116,250	23,104	-	20,000	1,163(c)

Rodger A. Brown,	2001	$99,875	$19,000	-	45,000	-
Vice President, Regulatory Affairs/	2000	83,534	33,240	-	35,000	-
Quality Assurance(d)	1999	77,431	16,055	-	20,000	-
David C. Bupp,	2001	$310,000	$46,500	-	180,000	$ 3,400(c)
President and Chief	2000	304,769	106,300	140,600(e)	180,000	1,700(c)
Executive Officer	1999	306,731	-	21,875(e)	-	1,600(c)
Brent L. Larson,	2001	$131,250	$20,250	-	60,000	$ 3,400(c)
Vice President, Finance	2000	126,250	44,900	56,240(f)	60,000	1,313(c)
and Chief Financial Officer	1999	109,375	23,104	6,250(f)	25,000	1,325(c)

(a) Mr. Bosch began his employment with the Company in May 1998 and was promoted to Vice President in March 2000.

(b) The aggregate number of Mr. Bosch's restricted stock holdings at December 31, 2001 was 30,000 shares with an aggregate value of $12,600. Mr. Bosch has the right to receive dividends other than dividends on or distributions of shares of any class of stock issued by Neoprobe which dividends or distributions will be delivered to Neoprobe under the same restrictions on transfer and possibility of forfeitures as the shares of restricted stock from which they derive.

(c) Amounts of matching contribution under the Neoprobe Corporation 401(k) Plan (the 401(k) Plan). Eligible employees may make voluntary contributions and the Company may, but is not obligated to, make matching contributions based on 40 percent of the employee's contribution, up to five percent of the employee's salary. Contributions by employees are invested by an independent plan administrator in mutual funds and contributions, if any, by the Company are made in the form of shares of common stock. The 401(k) Plan is intended to qualify under section 401 of the Internal Revenue Code, which provides that employee and Company contributions and income earned on contributions are not taxable to the employee until withdrawn from the plan, and that Company contributions will be deductible by the Company when made.

(d) Mr. Brown began his employment with the Company in July 1998 and was promoted to Vice President in November 2000.

(e) The aggregate number of Mr. Bupp's restricted stock holdings at December 31, 2001 was 210,000 shares with an aggregate value of $88,200. Mr. Bupp has the right to receive dividends other than dividends on or distributions of shares of any class of stock issued by Neoprobe which dividends or distributions will be delivered to Neoprobe under the same restrictions on transfer and possibility of forfeitures as the shares of restricted stock from which they derive.

(f) The aggregate number of Mr. Larson's restricted stock holdings at December 31, 2001 was 70,000 shares with an aggregate value of $29,400. Mr. Larson has the right to receive dividends other than dividends on or distributions of shares of any class of stock issued by Neoprobe which dividends or distributions will be delivered to Neoprobe under the same restrictions on transfer and possibility of forfeitures as the shares of restricted stock from which they derive.

OPTION GRANTS IN LAST FISCAL YEAR

The following table presents certain information concerning stock options granted to the Named Executives under the Company's Amended and Restated Stock Option and Restricted Stock Purchase Plan during the 2001 fiscal year .

	INDIVIDUAL GRANTS	
	NUMBER OF	PERCENT OF TOTAL

NAME	SECURITIES UNDERLYING OPTIONS GRANTED (SHARES)	OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE PRICE PER SHARE	EXPIRATION DATE
Carl M. Bosch	45,000(a)	6%	$0.41(b)	1/3/11(c)
Rodger A. Brown	45,000(a)	6%	$0.41(b)	1/3/11(c)
David C. Bupp	180,000(a)	25%	$0.41(b)	1/3/11(c)
Brent L. Larson	60,000(a)	8%	$0.41(b)	1/3/11(c)

(a) Vests as to one-third of these shares on each of the first three anniversaries of the date of grant.

(b) The per share weighted average fair value of these stock options during 2001 was $0.36 on the date of grant using the Black Scholes option pricing model with the following assumptions: an expected life of 4 years, an average risk-free interest rate of 4.93%, volatility of 148% and no expected dividend rate.

(c) The options terminate on the earlier of the expiration date, nine months after death or disability, 90 days after termination of employment without cause or by resignation or immediately upon termination of employment for cause.

FISCAL YEAR-END OPTION NUMBERS AND VALUES

The following table sets forth certain information concerning the number and value of unexercised options held by the Named Executives at the end of the last fiscal year (December 31, 2001). There were no stock options exercised by the Named Executives during the fiscal year ended December 31, 2001.

NAME	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT FISCAL YEAR-END: EXERCISABLE/UNEXERCISABLE	VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT FISCAL YEAR-END: EXERCISABLE/UNEXERCISABLE
Carl M. Bosch	38,334 / 81,666	0 / $ 817
Rodger A. Brown	39,501 / 74,999	0 / $ 750
David C. Bupp	110,000 / 400,000	0 / $4,000
Brent L. Larson	68,867 / 108,333	0 / $1,083

COMPENSATION OF NON-EMPLOYEE DIRECTORS

In 2001, the Chairman of the Board of Directors of Neoprobe received $2,000 per Board meeting attended in person and other non-employee Directors received $1,000 each per meeting attended in person. The Company also paid Directors $500 each per Committee meeting attended in person during

2001. The Company did not pay Directors for telephonic participation in Board or Committee meetings in 2001. The Company also reimbursed non-employee Directors for travel expenses for meetings attended during 2001. In addition, the Chairman and each non-employee Director received 30,000 and 15,000 options, respectively, to purchase common stock as a part of the Company's annual stock incentive grants. Options granted to purchase common stock vest on an annual basis over a three-year period and have an exercise price equal to no less than the market price of common stock at the date of grant.

Directors who are also officers or employees of the Company do not receive any compensation for their services as Directors.

COMPENSATION OF MR. BUPP

Employment Agreement. David C. Bupp is employed under a thirty-six month employment agreement effective July 1, 2001. The employment agreement provides for an annual base salary of $310,000 with an increase to $325,000 on July 1, 2003.

The Compensation Committee of the Board of Directors will, on an annual basis, review the performance of the Company and of Mr. Bupp and will pay a bonus to Mr. Bupp as it deems appropriate, in its discretion. Such review and bonus will be consistent with any bonus plan adopted by the Compensation Committee which covers the executive officers of the Company generally. The Company has approved payment of a $46,500 bonus to Mr. Bupp relating to fiscal year 2001.

If a change in control occurs with respect to the Company and the employment of Mr. Bupp is concurrently or subsequently terminated (i) by the Company without cause (cause is defined as any willful breach of a material duty by Bupp in the course of his employment or willful and continued neglect of his duty as an employee), (ii) the term of Mr. Bupp's employment agreement expires or (iii) Mr. Bupp resigns because his authority, responsibilities or compensation have materially diminished, a material change occurs in his working conditions or the Company breaches the agreement, Mr. Bupp will be paid a severance payment of $650,500 (less amounts paid as Mr. Bupp's salary and benefits that continue for the remaining term of the agreement if his employment is terminated without cause). If any such termination occurs after the substantial completion of the liquidation of the assets of the Company, the severance payment shall be increased by $81,250.

For purposes of Mr. Bupp's employment agreement, a change in control includes: (a) the acquisition, directly or indirectly, by a person (other than the Company or an employee benefit plan established by the Board of Directors) of beneficial ownership of 15 percent or more of the Company's securities with voting power in the next meeting of holders of voting securities to elect the Directors; (b) a majority of the Directors elected at any meeting of the holders of the Company's voting securities are persons who were not nominated by the Company's then current Board of Directors or an authorized committee thereof; (c) the stockholders of the Company approve a merger or consolidation of the Company with another person, other than a merger or consolidation in which the holders of the Company's voting securities outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or resulting corporation (in the same relative proportions to each other as existed before such event) comprising eighty percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of the Company approve a transfer of substantially all of the assets of the Company to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by the Company or by the holders of the Company's voting securities outstanding immediately before such transfer in the same relative proportions to each other as existed before such event.

Mr. Bupp's compensation will continue for the longer of twenty-four months or the full term of the agreement if his employment is terminated without cause.

Restricted Stock Agreements. Mr. Bupp holds 100,000, 35,000, 45,000 shares and 30,000 shares of restricted stock granted on March 22, 2000, April 30, 1999, May 20, 1998 and June 1, 1996, respectively, pursuant to restricted stock purchase agreements of the same dates. Mr. Bupp may not transfer or sell any of the restricted shares unless and until they vest. Mr. Bupp will forfeit any portion of the restricted shares that has not vested (and the Company will refund the purchase price paid) on the earlier of the date of the termination of his employment under his employment agreement with the Company for any reason unless the Company is, at the time of termination for death or disability, actively engaged in negotiations that could reasonably be expected to lead to a change in control, or ten years from the date of grant. Restricted shares that have not previously been forfeited will vest if and when there is a change in control of the Company. Except for these restrictions on transfer and possibilities of forfeiture, Mr. Bupp has all other rights with respect to the restricted shares, including the right to vote such shares and receive cash dividends.

The term "change in control" has the same meaning under Mr. Bupp's restricted

stock agreements as it does under Mr. Bupp's employment agreement. In conjunction with the acquisition of Cardiosonix, Mr. Bupp, along with the other executive officers of the Company, waived the change of control provisions of his employment and restricted stock agreements related to the acquisition.

The Company has not recognized any expense under the restricted stock agreements due to the contingent nature of the vesting provisions and the risk of forfeiture.

COMPENSATION AGREEMENTS WITH OTHER NAMED EXECUTIVES

Carl M. Bosch

Employment Agreement. Carl Bosch is employed under a twenty-four month employment agreement effective October 1, 2001. The employment agreement provides for an annual base salary of $135,000 with an increase to $148,000 on October 1, 2002.

Mr. Bupp will, on an annual basis, review the performance of the Company and of Mr. Bosch and the Company will pay a bonus to Mr. Bosch as it deems appropriate, in its discretion. Such review and bonus will be consistent with any bonus plan adopted by the Compensation Committee which covers the executive officers of the Company generally. The Company has approved payment of a $25,250 bonus to Mr. Bosch relating to fiscal year 2001.

If a change in control occurs with respect to the Company and the employment of Mr. Bosch is concurrently or subsequently terminated (i) without cause (cause is defined as any willful breach of a material duty by Bosch in the course of his employment or willful and continued neglect of his duty as an employee), (ii) the term of Mr. Bosch's employment agreement expires or (iii) Mr. Bosch resigns because his authority, responsibilities or compensation have materially diminished, a material change occurs in his working conditions or the Company breaches the agreement, Mr. Bosch will be paid a severance payment of $296,000 and will continue his benefits for the longer of six months or the remaining term of his employment agreement.

For purposes of Mr. Bosch's employment agreement, a change in control includes: (a) the acquisition, directly or indirectly, by a person (other than the Company or an employee benefit plan established by the Board of Directors) of beneficial ownership of 30 percent or more of the Company's securities with voting power in the next meeting of holders of voting securities to elect the Directors; (b) a majority of the Directors elected at any meeting of the holders of the Company's voting securities are persons who were not nominated by the Company's then current Board of Directors or an authorized committee thereof; (c) the stockholders of the Company approve a merger or consolidation of the Company with another person, other than a merger or consolidation in which the holders of the Company's voting securities outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or

resulting corporation (in the same relative proportions to each other as existed before such event) comprising eighty percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of the Company approve a transfer of substantially all of the assets of the Company to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by the Company or by the holders of the Company's voting securities outstanding immediately before such transfer in the same relative proportions to each other as existed before such event.

Mr. Bosch will be paid a severance amount of $148,000 if his employment is terminated at the end of his employment agreement or without cause, and his benefits will be continued for up to twelve months.

Restricted Stock Agreement. Mr. Bosch also holds 30,000 shares of restricted stock granted to him on March 22, 2000, pursuant to a restricted stock purchase agreement with Neoprobe as of the same date. Under the terms of the underlying restricted stock purchase agreement, Mr. Bosch may not transfer or sell any of the restricted shares unless and until they vest. Mr. Bosch will forfeit any portion of the restricted shares that has not vested (and the Company will

refund the purchase price paid) on the earlier of the date of the termination of his employment under his employment agreement with the Company for any reason unless the Company is, at the time of termination for death or disability, actively engaged in negotiations that could reasonably be expected to lead to a change in control, or ten years from the date of grant. Restricted shares that have not previously been forfeited will vest if and when there is a change in control of the Company. Except for these restrictions on transfer and possibilities of forfeiture, Mr. Bosch has all other rights with respect to the restricted shares, including the right to vote such shares and receive cash dividends.

Rodger Brown

Employment Agreement. Rodger Brown is employed under a twenty-four month employment agreement effective October 1, 2001. The employment agreement provides for an annual base salary of $110,000 with an increase to $125,000 on October 1, 2002. The terms of Mr. Brown's employment agreement are substantially identical to Mr. Bosch's employment agreement except that Mr. Brown would be paid $250,000 if terminated due to a change of control and $125,000 if terminated at the end of his employment agreement or without cause.

Mr. Bupp will, on an annual basis, review the performance of the Company and of Mr. Brown and the Company will pay a bonus to Mr. Brown as it deems appropriate, in its discretion. Such review and bonus will be consistent with any bonus plan adopted by the Compensation Committee which covers the executive officers of the Company generally. The Company has approved payment of a $19,000 bonus to Mr. Brown relating to fiscal year 2001.

Brent Larson

Employment Agreement. Brent Larson is employed under a twenty-four month employment agreement effective October 1, 2001. The employment agreement provides for an annual base salary of $135,000 with an increase to $148,000 on October 1, 2002. The terms of Mr. Larson's employment agreement are substantially identical to Mr. Bosch's employment.

Mr. Bupp will, on an annual basis, review the performance of the Company and of Mr. Larson and the Company will pay a bonus to Mr. Larson as it deems appropriate, in its discretion. Such review and bonus will be consistent with any bonus plan adopted by the Compensation Committee which covers the executive officers of the Company generally. The Company has approved a $20,250 bonus to Mr. Larson relating to fiscal year 2001.

Restricted Stock Agreement(s). Mr. Larson also holds 40,000 shares, 20,000 shares and 10,000 shares of restricted stock granted to him at a price of $0.001 per share on March 22, 2000, April 30, 1999 and October 23, 1998, respectively, pursuant to restricted stock purchase agreements of the same dates. The terms of Mr. Larson's restricted stock purchase agreement are identical to those contained in Mr. Bosch's restricted stock purchase agreement discussed above regarding vesting, forfeiture and rights of ownership.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT.

SECURITY OWNERSHIP OF PRINCIPAL STOCKHOLDERS, DIRECTORS, NOMINEES AND EXECUTIVE OFFICERS

The following table sets forth, as of February 28, 2002, certain information with respect to the beneficial ownership of shares of common stock by (i) each person known to the Company to be the beneficial owner of more than 5 percent of the outstanding shares of common stock, (ii) each Director or nominee for Director of the Company, (iii) each of the Named Executives (see Item 10, Executive Compensation--Summary Compensation Table), and (iv) the Company's Directors and executive officers as a group.

NUMBER OF

BENEFICIAL OWNER	SHARES BENEFICIALLY OWNED(*)	PERCENT OF CLASS
Reuven Avital	2,286,712(a)	6.3%
Carl M. Bosch	125,652(b)	(p)
Rodger A. Brown	78,634(c)	(p)
David C. Bupp	510,320(d)	1.4%
John S. Christie	55,700(e)	(p)
Nancy E. Katz	10,000(f)	(p)
Julius R. Krevans	97,000(g)	(p)
Brent L. Larson	203,929(h)	(p)
Dan Manor	1,021,990(i)	2.8%
Fred B. Miller	1,000(j)	(p)
Michael P. Moore	61,000(k)	(p)
J. Frank Whitley, Jr.	56,000(l)	(p)
All directors and officers as a group (12 persons)	5,005,549(m)	12.2%
Paramount Capital Asset Management, Inc.	4,507,937(n)	12.3%
First Istratech Funds	2,108,555(o)	5.8%

(*) Unless otherwise indicated, the beneficial owner has sole voting and investment power over these shares subject to the spousal rights, if any, of the spouses of those beneficial owners who have spouses.

(a) This amount consists of 2,286,712 shares of Neoprobe common stock owned by N. Assia. Trusteeship Ltd, Trustee for Ma'Aragim Enterprises Ltd., an investment fund under the management and control of Mr. Avital. These shares were acquired by Ma'Aragim in exchange for surrendering its shares in Cardiosonix Ltd. on December 31, 2001 in connection with the Registrant's acquisition of Cardiosonix.

(b) This amount includes 75,000 shares issuable upon exercise of options which are exercisable within 60 days, 30,000 shares of restricted stock that vest on a qualifying change in control of the Company and 10,652 shares in Mr. Bosch's account in the 401(k) Plan, but does not include 95,000 shares issuable upon exercise of options which are not exercisable within 60 days. Mr. Bosch is one of three trustees of the 401(k) Plan and may, as such, share investment power over common stock held in such plan. The 401(k) Plan holds an aggregate total of 105,532 shares of common stock. Mr. Bosch disclaims any beneficial ownership of shares held by the 401(k) Plan that are not allocated to his personal account.

(c) This amount includes 77,835 shares issuable upon exercise of options which are exercisable within 60 days (5,001 of which are held by Mr. Brown's wife and 799 shares held in Mrs. Brown's 401(k), but does not include 101,665 shares issuable upon exercise of options which are not exercisable within 60 days. Mr. Brown disclaims beneficial ownership for the shares and options held by his wife.

(d) This amount includes 233,000 shares issuable upon exercise of options which are exercisable within 60 days, 210,000 shares of restricted stock that vest on a qualifying change in control of the Company, 13,820 shares in Mr. Bupp's account in the 401(k) Plan, but it does not include 460,000 shares issuable upon exercise of options which are not exercisable within 60 days. Mr. Bupp is one of three trustees of the 401(k) Plan and may, as such, share investment power over common stock held in such plan. The 401(k) Plan holds an aggregate total of 105,532 shares of common stock. Mr. Bupp disclaims any beneficial ownership of shares held by the 401(k) Plan that are not allocated to his personal account.

(e) This amount includes 55,000 shares issuable upon exercise of options which are exercisable within 60 days, but does not include 60,000 shares issuable upon exercise of options which are not exercisable within 60 days.

(f) This amount includes 10,000 shares issuable upon exercise of options which are exercisable within 60 days, but does not include 30,000 shares issuable upon the exercise of options which are not exercisable within 60 days.

(g) This amount includes 95,000 shares issuable upon exercise of options which are exercisable within 60 days, but does not include 105,000 shares issuable upon exercise of options which are not exercisable within 60 days.

(h) This amount includes 117,200 shares issuable upon exercise of options which are exercisable within 60 days, 70,000 shares of restricted stock that vest on a qualifying change in control of the Company and 11,229 shares in Mr. Larson's account in the 401(k) Plan, but it does not include 110,000 shares issuable upon exercise of options which are not exercisable within 60 days. Mr. Larson is one of three trustees of the 401(k) Plan and may, as such, share investment power over common stock held in such plan. The 401(k) Plan holds an aggregate total of 105,532 shares of common stock. Mr. Larson disclaims any beneficial ownership of shares held by the 401(k) Plan that are not allocated to his personal account.

(i) These shares were acquired by Mr. Manor in exchange for surrendering his shares in Cardiosonix Ltd. on December 31, 2001 in connection with the Registrant's acquisition of Cardiosonix.

(j) This amount includes 1,000 shares held by Mr. Miller's wife for which he disclaims beneficial ownership.

(k) This amount includes 55,000 shares issuable upon exercise of options which are exercisable within 60 days, but does not include 60,000 shares issuable upon exercise of options which are not exercisable within 60 days.

(l) This amount includes 55,000 shares issuable upon exercise of options which are exercisable within 60 days, but does not include 60,000 shares issuable upon exercise of options which are not exercisable within 60 days.

(m) This amount includes 765,034 shares issuable upon exercise of options which are exercisable within 60 days 310,000 shares of restricted stock that vest on a qualifying change in control of the Company and 36,398 shares held in the Company's 401(k) Plan, but it does not include 1,186,666 shares issuable upon the exercise of options which are not exercisable within 60 days. Certain executive officers of the Company are the trustees of the 401(k) Plan and may, as such, share investment power over common stock held in such plan. Each trustee disclaims any beneficial ownership of shares held by the 401(k) Plan that are not allocated to his personal account. The 401(k) Plan holds an aggregate total of 105,532 shares of common stock.

(n) This amount consists of 536,853 shares owned by the Aries Select I, LLC (Aries I), 900,000 shares issuable upon the exercise of warrants owned by Aries Select I, 1,265,647 shares owned by Aries Ltd., a Cayman Island exempted company (Aries Ltd), and 2,100,000 shares issuable upon the exercise of warrants owned by Aries Ltd. Paramount Capital Management, Inc., a Delaware corporation (PCAM) has shared voting and dispositive power over the shares of Aries Ltd and Aries I because PCAM is the investment manager of Aries Ltd and the general partner of Aries I. Lindsay A. Rosenwald, M.D. (Dr. Roswenwald) has shared voting and dispositive power over the shares of Aries Ltd and Aries I because he is the sole shareholder of PCAM. The address of PCAM, Aries Ltd, Aries I and Dr. Rosenwald is 787 Seventh Avenue, 48th Floor, New York, New York 10019. The disclosure contained in this footnote is derived from a Form 4 filed by PCAM, Aries Ltd, and Aries I and Dr. Rosenwald with the SEC on October 10, 2001.

(o) This amount consists of 448,636 shares owned by First Isratech Fund LLC, 1,394,468 shares owned by First Isratech Fund LP and 265,451 shares owned by First Isratech Fund Norway AS. First Isratech Fund LLC is the general or managing partner of First Isratech Fund LP and First Isratech Fund Norway AS. These shares were acquired by First Isratech Fund LLC in exchange for surrendering its shares in Cardiosonix Ltd. on December 31, 2001 in connection with the Registrant's acquisition of Cardiosonix.

(p) Less than one percent.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

None.

ITEM 13. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8 - K.

(A) LIST OF EXHIBITS AND FINANCIAL STATEMENTS FILED AS PART OF THIS REPORT

(3) ARTICLES OF INCORPORATION AND BY - LAWS

3.1. Complete Restated Certificate of Incorporation of Neoprobe Corporation, as corrected February 18, 1994 and as amended June 27, 1994, July 25, 1995, June 3, 1996, March 17, 1999, and May 9, 2000 (incorporated by reference to Exhibit 3.1 to the Company's March 31, 2000 Form 10-Q).

3.2. Amended and Restated By - Laws dated July 21, 1993, as amended July 18, 1995 and May 30, 1996 (incorporated by reference to Exhibit 99.4 to the Company's Current Report on Form 8-K dated June 20, 1996).

3.3. Certificate of Elimination of Neoprobe Corporation filed on May 9, 2000 with the Secretary of State of the State of Delaware (incorporated by reference to Exhibit 3.3 to the Company's March 31, 2000 Form 10-Q).

(4) INSTRUMENTS DEFINING THE RIGHTS OF HOLDERS, INCLUDING INDENTURES

4.1. See Articles FOUR, FIVE, SIX and SEVEN of the Restated Certificate of Incorporation of the Company (see Exhibit 3.1).

4.2. See Articles II and VI and Section 2 of Article III and Section 4 of Article VII of the Amended and Restated By - Laws of the Company (see Exhibit 3.2).

4.3. Rights Agreement dated as of July 18, 1995 between the Company and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 1 of the Company's registration statement on Form 8 - A).

4.4. Amendment Number 1 to the Rights Agreement between the Company and Continental Stock Transfer & Trust Company dated February 16, 1999 (incorporated by reference to Exhibit 4.4 to the Company's December 31, 1998 Form 10-K/A).

(10) MATERIAL CONTRACTS (*indicates management contract or compensatory plan or arrangement).

10.1. 1. -- 10.1.24. Reserved.

10.1.25. Rights Agreement between the Company and Continental Stock Transfer & Trust Company dated as of July 18, 1995 (see Exhibit 4.3).

10.1.26. -- 10.1.30. Reserved.

10.1.31. Amendment Number 1 to the Rights Agreement between the Company and Continental Stock Transfer & Trust Company dated February 16, 1999 (see Exhibit 4.4).

10.1.32. -- 10.1.38. Reserved.

10.1.39. Settlement Agreement among the Company, The Aries Master Fund, The Aries Domestic Fund, L.P., Paramount Capital, Inc., and Paramount Capital Asset Management, Inc. dated January 20, 2000 (incorporated by reference to Exhibit 10.1.39 of the Company's March 31, 2000 Form 10-Q).

10.1.40. Reserved.

10.1.41. Common Stock Purchase Agreement between the Company and Fusion Capital II, LLC dated November 19, 2001 (incorporated by reference to Exhibit 99(b) of the Company's December 3, 2001 Form 8-K).

10.2.1. -- 10.2.25. Reserved.

10.2.26. Amended and Restated Stock Option and Restricted Stock Purchase Plan dated March 3, 1994 (incorporated by reference to Exhibit 10.2.26 to the Company's December 31, 1993 Form 10 - K).*

10.2.27. -- 10.2.34. Reserved.

10.2.35. Restricted Stock Purchase Agreement dated June 5, 1996 between the Company and David C. Bupp (incorporated by reference to Exhibit 10.2.35 to the Company's December 31, 1997 Form 10-K).*

10.2.36. Reserved.

10.2.37. 1996 Stock Incentive Plan dated January 18, 1996 as amended March 13, 1997 (incorporated by reference to Exhibit 10.2.37 to the Company's December 31, 1997 Form 10 - K).*

10.2.38. -- 10.2.44. Reserved.

10.2.45. Restricted Stock Purchase Agreement between the Company and David C. Bupp dated May 20, 1998 (incorporated by reference to Exhibit 10.2.45 to the Company's June 30, 1998 Form 10-Q).*

10.2.46. -- 10.2.47. Reserved.

10.2.48. Restricted Stock Agreement dated October 23, 1998 between the Company and Brent L. Larson (incorporated by reference to Exhibit 10.2.48 to the Company's December 31, 1998 Form 10-K/A).*

10.2.49. Reserved

10.2.50. Restricted Stock Agreement dated April 30, 1999 between the Company and David C. Bupp. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such agreements differ from the one that is filed herewith (incorporated by reference to Exhibit 10.2.50 to the Company's June 30, 1999 Form 10 - Q).*

10.2.51. -- 10.2.53. Reserved.

10.2.54. Restricted Stock Agreement dated March 22, 2000 between the Company and David C. Bupp. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such agreements differ from the one that is filed herewith (incorporated by reference to Exhibit 10.2.54 of the Company's March 31, 2000 Form 10-Q).*

10.2.55. Agreement, Release and Waiver between the Company and Matthew F. Bowman dated March 31, 2000 (incorporated by reference to Exhibit 10.2.55 to the Company's March 31, 2000 Form 10-Q).*

10.2.56. -- 10.2.58. Reserved.

10.2.59. Employment Agreement between the Company and David C. Bupp, dated July 1, 2001 (incorporated by reference to

Exhibit 10.2.59 to the Company's September 30, 2001 Form 10-QSB).*

10.2.60. Employment Agreement between the Company and Carl M. Bosch, dated October 1, 2001. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such agreements differ from the one that is filed herewith.*

10.2.61 Employment Agreement between Cardiosonix Ltd. (formerly Biosonix Ltd.) and Dan Manor dated January 1, 2002.*

10.3.1. Technology Transfer Agreement dated July 29, 1992 between the Company and The Dow Chemical Corporation (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission), (incorporated by reference to Exhibit 10.10 to the Company's Form S - 1).

10.3.2. -- 10.3.30. Reserved.

10.3.31. Cooperative Research and Development Agreement between the Company and the National Cancer Institute (incorporated by reference to Exhibit 10.3.31 to the Company's September 30, 1995 Form 10 - QSB).

10.3.32. -- 10.3.44. Reserved.

10.3.45. License dated May 1, 1996 between the Company and The Dow Chemical Company (incorporated by reference to Exhibit 10.3.45 to the Company's June 30, 1996 Form 10 - QSB).

10.3.46. License Agreement dated May 1, 1996 between the Company and The Dow Chemical Company (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission), (incorporated by reference to Exhibit 10.3.46 to the Company's June 30, 1996 Form 10 - QSB).

10.3.47. License and Option Agreement between the Company and Cira Technologies, Inc. dated April 1, 1998 (incorporated by reference to Exhibit 10.3.47 to the Company's June 30, 1998 Form 10-Q).

10.3.48. Restated Subscription and Option Agreement between the Company, Cira Technologies, Inc., Richard G. Olsen, John L. Ridihalgh, Richard McMorrow, James R. Blakeslee, Mueller & Smith, Ltd., Pierre Triozzi and Gregory Noll, dated April 17, 1998 (incorporated by reference to Exhibit 10.3.48 to the Company's June 30, 1998 Form 10-Q).

10.3.49. Restated Stockholders Agreement with the Company, Cira Technologies, Inc., Richard G. Olsen, John L. Ridihalgh, Richard McMorrow, James R. Blakeslee, Mueller & Smith, Ltd., Pierre L. Triozzi and Gregory Noll, dated April 17, 1998 (incorporated by reference to Exhibit 10.3.49 to the Company's June 30, 1998 Form 10-Q).

10.3.50. Share Purchase Agreement between the Company and Biomedical Investments (1997) Ltd. dated January 19, 2000 (incorporated by reference to Exhibit 10.3.50 to the Company's March 31, 2000 Form 10-Q).

10.3.51. Option Agreement between the Company and Reico Ltd. dated February 1, 2000 (incorporated by reference to Exhibit 10.1.40 to the Company's March 31, 2000 Form 10-Q).

10.3.52. Participation Agreement between the Company and Cira, LLC dated November 30, 2000 (incorporated by reference to

Exhibit 10.3.52 to the Company's December 31, 2000 Form 10-KSB).

10.4.1. -- 10.4.32. Reserved.

10.4.32. Supply Agreement between the Company and eV Products dated December 8, 1997 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission), (incorporated by reference to Exhibit 10.4.32 to Amendment 2 to the Company's December 31, 1997 Form 10 - K).

10.4.33. -- 10.4.38. Reserved.

10.4.39. Distribution Agreement between the Company and Ethicon Endo-Surgery, Inc. dated October 1, 1999 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission), (incorporated by reference to Exhibit 10.4.39 to the Company's September 30, 1999 Form 10-Q).

10.4.40. -- 10.4.44. Reserved.

10.4.45. Manufacturing and Supply Agreement between the Company and Plexus Corporation dated March 30, 2000 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission), (incorporated by reference to Exhibit 10.4.45 to the Company's March 31, 2000 Form 10-Q).

10.4.46. Revolving Credit Loan Agreement between the Company and Firstar Bank, N.A. dated January 26, 2001 (incorporated by reference to the Company's March 31, 2001 Form 10-QSB).

10.4.47. Revolving Credit Loan Note between the Company and Firstar Bank, N.A. dated January 26, 2001 (incorporated by reference to the Company's March 31, 2001 Form 10-QSB).

10.4.48. Continuing Security Agreement between the Company and Firstar Bank, N.A. dated January 26, 2001 (incorporated by reference to the Company's March 31, 2001 Form 10-QSB).

10.4.49. Product Supply Agreement between the Company and UMM Electronics, Inc., dated October 25, 2001 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).

(21) SUBSIDIARIES OF THE COMPANY.

21.1. Subsidiaries of the Company.

(23) CONSENT OF EXPERTS AND COUNSEL.

23.1. Consent of KPMG LLP.

23.2. Consent of Somekh Chaikin.

(24) POWERS OF ATTORNEY.

24.1. Powers of Attorney.

24.2. Certified resolution of the Company's Board of Directors authorizing officers and directors signing on behalf of the Company to sign pursuant to a power of attorney.

(B) REPORTS ON FORM 8 - K.

The Company filed a current report on Form 8-K on December 3, 2001, reporting its entering into a Common Stock Purchase

Agreement with Fusion Capital Fund II, LLC for the purchase of up to $10,000,000 of common stock of the Company.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: March 7, 2002

NEOPROBE CORPORATION
(the Company)

By: /s/ David C. Bupp

David C. Bupp, President and
Chief Executive Officer

<TABLE>
<CAPTION>

SIGNATURE	TITLE	DATE
<S>	<C>	<C>
/s/David C. Bupp - ---------- David C. Bupp	Director, President and Chief Executive Officer (principal executive officer)	March 5, 2002
/s/ Brent L. Larson* - ---------- Brent L. Larson	Vice President, Finance and Chief Financial Officer (principal financial officer)	March 4, 2002
/s/ Reuven Avital* - ---------- Reuven Avital	Director	March 3, 2002
/s/ John S. Christie* - ---------- John S. Christie	Director	March 7, 2002
- ---------- Nancy E. Katz	Director	
/s/ Julius R. Krevans* - ---------- Julius R. Krevans	Chairman, Director	March 5, 2002
/s/ Dan Manor* - ---------- Dan Manor	Director	March 6, 2002
/s/ Fred B. Miller* - ---------- Fred B. Miller	Director	March 6, 2002
/s/ Michael P. Moore* - ---------- Michael P. Moore	Director	March 6, 2002
/s/ J. Frank Whitley, Jr.* - ---------- J. Frank Whitley, Jr.	Director	March 6, 2002

*By: /s/ David C. Bupp

David C. Bupp, Attorney-in-fact

</TABLE>

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SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

NEOPROBE CORPORATION

FORM 10-KSB ANNUAL REPORT

FOR THE FISCAL YEARS ENDED:

DECEMBER 31, 2001 AND 2000

FINANCIAL STATEMENTS

- ----------

NEOPROBE CORPORATION AND SUBSIDIARY

INDEX TO FINANCIAL STATEMENTS

<TABLE>
<S> <C>

INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders
Neoprobe Corporation

We have audited the accompanying consolidated balance sheets of Neoprobe Corporation and subsidiary as of December 31, 2001 and 2000, and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Neoprobe Corporation and subsidiary as of December 31, 2001 and 2000, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 9(b) to the financial statements, effective July 1, 2001, Neoprobe Corporation adopted the provisions of Statement of Financial Accounting Standards (SFAS) No. 141, Business Combinations, and certain provisions of SFAS No. 142, Goodwill and Other Intangible Assets, as required for intangible assets resulting from business combinations consummated after June 30, 2001.

/s/ KPMG LLP

Columbus, Ohio
March 5, 2002

NEOPROBE CORPORATION AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS

December 31, 2001 and 2000

<TABLE>
<CAPTION>

ASSETS	2001	2000
<S>	<C>	<C>
Current assets:		
Cash and cash equivalents	$ 4,287,101	$ 4,643,347
Accounts receivable, net	561,129	365,061
Inventory, net	1,430,908	941,120
Prepaid expenses and other	268,445	232,416
Total current assets	6,547,583	6,181,944
Property and equipment	2,171,788	2,039,187
Less accumulated depreciation and amortization	1,502,676	1,174,167
	669,112	865,020
Patents	3,183,639	622,856
Non-compete agreements	603,880	-
Acquired technology	245,131	-
	4,032,650	622,856
Less accumulated amortization	122,697	98,821
	3,909,953	524,035
Other assets	202,258	1,816
Total assets	$ 11,328,906	$ 7,572,815

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CONTINUED

NEOPROBE CORPORATION AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS, CONTINUED

<TABLE>
<CAPTION>

LIABILITIES AND STOCKHOLDERS' EQUITY	2001	2000

<S>	<C>	<C>
Current liabilities:		
Notes payable to finance company	$ 161,865	$ 105,332
Capital lease obligation, current	12,914	11,359
Accrued liabilities	1,011,495	725,674
Accounts payable	489,688	731,985
Deferred license revenue, current	800,000	800,000
Total current liabilities	2,475,962	2,374,350
Capital lease obligation	20,011	32,926
Deferred license revenue	1,400,000	2,200,000
Contingent consideration for acquisition	453,602	-
Other liabilities	75,493	-
Total liabilities	4,425,068	4,607,276
Commitments and contingencies	-	-
Stockholders' equity:		
Preferred stock; $.001 par value; 5,000,000 shares authorized at December 31, 2001 and 2000; none issued and outstanding (500,000 shares designated as Series A, $.001 par value, at December 31, 2001 and 2000; none outstanding)	-	-
Common stock; $.001 par value; 50,000,000 shares authorized; 36,449,067 shares issued and outstanding at December 31, 2001; 26,264,103 shares issued and outstanding at December 31, 2000	36,449	26,264
Additional paid-in capital	124,581,800	120,668,639
Accumulated deficit	(117,714,411)	(117,729,364)
Total stockholders' equity	6,903,838	2,965,539
Total liabilities and stockholders' equity	$ 11,328,906	$ 7,572,815

</TABLE>

See accompanying notes to consolidated financial statements

NEOPROBE CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	YEARS ENDED DECEMBER 31,	
	2001	2000
<S>	<C>	<C>
Revenues:		
Net sales	$6,758,895	$8,835,185
License revenue	825,000	875,000
Total revenues	7,583,895	9,710,185
Cost of goods sold	4,385,632	4,990,014
Gross profit	3,198,263	4,720,171

Operating expenses:		
Research and development	344,675	472,730
Selling, general and administrative	2,321,115	2,911,159
Acquired in-process research and development	884,678	-
Total operating expenses	3,550,468	3,383,889
(Loss) income from operations	(352,205)	1,336,282
Other income (expense):		
Interest income	127,657	205,964
Interest expense	(11,100)	(24,880)
Other	253,217	322,871
Total other income	369,774	503,955
Net income before income taxes	17,569	1,840,237
Provision for income taxes	2,616	331
Net income	14,953	1,839,906
Loss on retirement of preferred stock	-	764,668
Income attributable to common stockholders	$ 14,953	$1,075,238
Income per common share:		
Basic	$ 0.00	$ 0.04
Diluted	$ 0.00	$ 0.04
Weighted average shares outstanding:		
Basic	25,899,499	25,710,127
Diluted	26,047,485	26,440,363

</TABLE>

See accompanying notes to consolidated financial statements

NEOPROBE CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

<TABLE>
<CAPTION>

	Common Stock		Additional Paid-in	Accumulated	
	Shares	Amount	Capital	Deficit	Total
<S>	<C>	<C>	<C>	<C>	<C>
Balance, December 31, 1999	23,046,644	$ 23,047	$119,407,204	$(119,569,270)	$(139,019)
Exercise of employee stock options at $1.25 to $1.50 per share	24,133	24	33,884	-	33,908
Issued to 401(k) plan at $0.79	23,326	23	18,290	-	18,313
Issued restricted stock to officers	170,000	170	-	-	170
Issued common stock in redemption of redeemable convertible preferred stock and warrants, net of costs	3,000,000	3,000	1,209,261	-	1,212,261
Net income	-	-	-	1,839,906	1,839,906

Balance, December 31, 2000	26,264,103	26,264	120,668,639	(117,729,364)	2,965,539
Exercise of employee stock options at $0.50 per share	1,667	2	832	-	834
Issued to 401(k) plan at $0.68	19,122	19	13,006	-	13,025
Issued warrants to investor relations firm	-	-	1,311	-	1,311
Issued as commitment fee in connection with equity line, net of costs	449,438	449	(45,315)	-	(44,866)
Issued in connection with acquisition, net of costs	9,714,737	9,715	3,943,327	-	3,953,042
Net income	-	-	-	14,953	14,953
Balance, December 31, 2001	36,449,067	$ 36,449	$124,581,800	$(117,714,411)	$ 6,903,838

</TABLE>

See accompanying notes to consolidated financial statements.

NEOPROBE CORPORATION AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	YEARS ENDED DECEMBER 31,	
	2001	2000
<S>	<C>	<C>
Cash flows from operating activities:		
Net income	$ 14,953	$ 1,839,906
Adjustments to reconcile net income to net cash (used in) provided by operating activities:		
Depreciation of property and equipment	399,241	358,843
Amortization of intangible assets	23,876	33,656
Provision for bad debts	13,313	1,670
Net loss on disposal and abandonment of assets	83,192	201,088
Acquired in-process research and development	884,678	-
Other	(33,630)	18,313
Change in operating assets and liabilities:		
Accounts receivable	(127,687)	86,675
Inventory	(570,558)	38,418
Prepaid expenses and other assets	9,550	559,933
Accrued liabilities and other liabilities	121,905	(639,975)
Accounts payable	(295,834)	(27,976)
Deferred revenue	(800,000)	(800,000)
Net cash (used in) provided by operating activities	(277,001)	1,670,551
Cash flows from investing activities:		
Proceeds from sale of investment in affiliate	-	1,500,000
Purchases of property and equipment	(72,028)	(168,165)
Proceeds from sales of property and equipment	2,175	102,516
Patent costs	(16,985)	(32,984)
Net cash acquired through acquisition of subsidiary	195,426	-
Net cash provided by investing activities	108,588	1,401,367
Cash flows from financing activities:		
Settlement of obligation to preferred stockholder	-	(2,500,000)
Proceeds from issuance of common stock	834	34,078

Payment of offering costs	(44,866)	(33,275)
Payments under line of credit	-	(480,000)
Payment of notes payable	(132,442)	(169,294)
Payments under capital leases	(11,359)	(162,617)
Net cash used in financing activities	(187,833)	(3,311,108)
Net decrease in cash and cash equivalents	(356,246)	(239,190)
Cash and cash equivalents, beginning of year	4,643,347	4,882,537
Cash and cash equivalents, end of year	$4,287,101	$4,643,347

</TABLE>

See accompanying notes to consolidated financial statements.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

a. ORGANIZATION AND NATURE OF OPERATIONS: Neoprobe Corporation (Neoprobe or the Company), a Delaware corporation, is engaged in the development and commercialization of innovative surgical and diagnostic products that enhance patient care by meeting the critical decision making needs of healthcare professionals. The Company currently manufactures a line of gamma radiation detection equipment used in the application of intraoperative lymphatic mapping (ILM). On December 31, 2001, the Company acquired Cardiosonix Ltd. (Cardiosonix, formerly Biosonix Ltd.), located in Kfar Malal, Israel. Cardiosonix is developing and commercializing a unique line of blood flow monitoring devices for a variety of diagnostic and surgical applications.

The Company's ILM products are marketed throughout most of the world through a distribution arrangement with Ethicon Endo-Surgery, Inc. (Ethicon), a Johnson & Johnson company. For the years ended December 31, 2001 and 2000, 96% and 100% of net sales, respectively, were made to Ethicon. The loss of this customer would have a significant adverse effect on the Company's operating results.

b. PRINCIPLES OF CONSOLIDATION: The consolidated financial statements of the Company include the accounts of the Company and its wholly owned subsidiary beginning December 31, 2001 (See Note 9(b).). All significant inter-company accounts were eliminated in consolidation for 2001.

c. FAIR VALUE OF FINANCIAL INSTRUMENTS: The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

(1) Cash and cash equivalents, accounts receivable, accounts payable, and accrued liabilities: The carrying amounts approximate fair value because of the short maturity of these instruments.

(1) Notes payable to finance company: The fair value of the Company's debt is estimated by discounting the future cash flows at rates currently offered to the Company for similar debt instruments of comparable maturities by banks or finance companies. At December 31, 2001 and 2000, the carrying values of these

instruments approximate fair value.

d. CASH AND CASH EQUIVALENTS: There were no cash equivalents at December 31, 2001 or 2000. None of the cash presented in the December 31, 2001 and 2000 balance sheets is pledged or restricted in any way.

e. INVENTORY: The components of inventory at December 31, 2001 and 2000, are as follows:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Materials and component parts	$ 807,393	$ 418,087
Finished goods	623,515	523,033
	$ 1,430,908	$ 941,120

</TABLE>

All components of inventory are valued at the lower of cost (first-in, first-out) or market. The Company adjusts inventory to market value when the net realizable value is lower than the carrying cost of the inventory. Market value is determined based on recent sales activity and margins achieved.

f. PROPERTY AND EQUIPMENT: Property and equipment are stated at cost. Property and equipment under capital leases are stated at the present value of minimum lease payments. Depreciation is computed using the straight-line method over the estimated useful lives of the depreciable assets ranging from 2 to 7 years, and includes amortization related to equipment under capital leases. Maintenance and repairs are charged to expense as incurred, while renewals and improvements are capitalized. Property and equipment includes $51,000 of equipment under capital leases and accumulated amortization of $19,000 and $9,000 at December 31, 2001 and 2000, respectively. During 2001 and 2000, the Company recorded (losses) gains of $(13,000) and $49,000, respectively, on the disposal of property and equipment.

The major classes of property and equipment are as follows:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Production machinery and equipment	$ 818,047	$ 823,770
Other machinery and equipment, primarily computers and research equipment	790,888	628,242
Furniture and fixtures	357,131	393,517
Leasehold improvements	105,166	98,353
Other	100,556	95,305
	$ 2,171,788	$ 2,039,187

</TABLE>

g. INTANGIBLE ASSETS: Intangible assets consist primarily of patents and other acquired intangible assets. Intangible assets are stated at cost or at fair value as of the date acquired, less accumulated amortization. Patent costs are amortized using the straight-line method over the estimated useful lives of the patents of up to 15 to 20 years. Patent application costs are deferred pending the outcome of patent applications. Costs associated with unsuccessful patent

applications and abandoned intellectual property are expensed when determined to have no recoverable value. Non-compete agreements and acquired technology are amortized using the straight-line method over their estimated useful lives of four years and seven years, respectively. The Company evaluates the potential alternative uses of all intangible assets, as well as the recoverability of the carrying values of intangible assets on a recurring basis.

During 2001 and 2000, the Company recorded general and administrative expenses of $70,000 and $250,000, respectively, related to the abandonment of patents and patent applications that were deemed no longer recoverable or part of the ongoing business of the Company.

h. REVENUE RECOGNITION

(1) PRODUCT SALES AND WARRANTY: The Company derives revenues primarily from sales of its hand-held gamma detection instruments. The Company recognizes sales revenue when the products are shipped and the earnings process has been completed. The Company's customers have no right to return products purchased in the ordinary course of business. Sales prices on products sold to Ethicon are subject to retroactive annual adjustment based on a fixed percentage of the actual sales prices achieved by Ethicon on sales to end customers made during each fiscal year. To the extent that the Company can reasonably estimate the end customer prices received by Ethicon, the Company records sales to Ethicon based upon these estimates. To the extent that the Company is not able to reasonably estimate end customer sales prices related to certain product sold to Ethicon, the Company records revenue related to these product sales at the minimum price provided for under its distribution agreement with Ethicon.

The Company recognizes revenue related to the sales of products to be used for demonstration units when products are shipped and the earnings process has been completed. The Company's distribution agreement does not permit return of demonstration units in the ordinary course of business nor does the Company have any performance obligations other than normal product warranty obligations. To the extent that the earnings process has not been completed, revenue is deferred.

The Company warrants its products against defects in design, materials, and workmanship for a period of one year from the date of sale by Ethicon. The Company's accrual for warranty expenses is adjusted periodically to reflect actual experience. Ethicon also reimburses the Company for a portion of warranty expense incurred based on end customer sales made during a given fiscal year.

(2) LICENSE REVENUE: The Company recognizes license revenue in connection with its distribution agreement with Ethicon on a straight-line basis over the five-year initial term of the agreement based on the Company's obligations to provide ongoing support for the intellectual property being

licensed such as patent maintenance and regulatory filings. As the license relates to intellectual property held or in-licensed by the Company, the

Company incurs no significant cost associated with the recognition of this revenue.

i. RESEARCH AND DEVELOPMENT COSTS: All costs related to research and development are expensed as incurred.

j. INCOME TAXES: Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities, and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

k. STOCK OPTION PLANS: The Company applies the intrinsic value-based method of accounting prescribed by Accounting Principles Board (APB) Opinion No. 25, Accounting for Stock Issued to Employees, and related interpretations, in accounting for its stock options. As such, compensation expense would be recorded on the date of grant and amortized over the period of service only if the current market price of the underlying stock exceeded the exercise price.

l. EQUITY ISSUED TO NON-EMPLOYEES: The Company accounts for equity instruments granted to non-employees in accordance with the provisions of SFAS No. 123 and Emerging Issues Task Force Issue No. 96-18, Accounting for Equity Instruments that are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling Goods, or Services. All transactions in which goods or services are the consideration received for the issuance of equity instruments are accounted for based on the fair value of the consideration received or the equity instrument issued, whichever is more reliably measurable. The measurement date of the fair value of the equity instrument issued is the earlier of the date on which the counterpart's performance is complete or the date on which it is probable that performance will occur.

m. USE OF ESTIMATES: The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

n. COMPREHENSIVE INCOME (LOSS): The Company had no accumulated other comprehensive income (loss) activity during the years ended December 31, 2001 and 2000.

o. IMPAIRMENT OF LONG-LIVED ASSETS AND LONG-LIVED ASSETS TO BE DISPOSED OF: The Company accounts for long-lived assets in accordance with the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of. This Statement requires that long-lived assets and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

p. RECLASSIFICATION: Certain prior years' amounts have been reclassified to conform with the 2001 presentation.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

2. EARNINGS PER SHARE:

Basic earnings per share is calculated using the weighted average number of common shares outstanding during the periods. Diluted earnings per share is calculated using the weighted average number of common shares outstanding during the periods, adjusted for the effects of convertible securities, options and warrants, if dilutive.

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31, 2001		YEAR ENDED DECEMBER 31, 2000	
	BASIC EARNINGS PER SHARE	DILUTED EARNINGS PER SHARE	BASIC EARNINGS PER SHARE	DILUTED EARNINGS PER SHARE
<S>	<C>	<C>	<C>	<C>
Outstanding shares	36,449,067	36,449,067	26,264,103	26,264,103
Effect of weighting changes in outstanding shares	(10,109,568)	(10,109,568)	(183,976)	(183,976)
Contingently issuable shares	(440,000)	(440,000)	(370,000)	(370,000)
Stock options	-	147,986	-	303,410
Warrants	-	-	-	426,826
Adjusted shares	25,899,499	26,047,485	25,710,127	26,440,363

</TABLE>

The following table summarizes options to purchase common stock of the Company which were outstanding during the years ended December 31, 2001 and 2000, but which were not included in the computation of diluted income per share because their effect was anti-dilutive.

<TABLE>
<CAPTION>

YEAR ENDED DECEMBER 31, 2001		YEAR ENDED DECEMBER 31, 2000	
EXERCISE PRICE	OPTIONS OUTSTANDING	EXERCISE PRICE	OPTIONS OUTSTANDING
<S> <C>	<C>	<C> <C>	<C>
$ 0.60 - $ 1.25	393,169	$ 1.03 - $ 1.25	236,154
$ 1.50 - $ 2.50	227,443	$ 1.50 - $ 2.50	345,908
$ 3.25 - $ 6.00	145,871	$ 3.00 - $ 6.00	372,352
$13.38 - $15.75	47,137	$13.38 - $17.44	121,774
	813,620		1,076,188

</TABLE>

3. ACCOUNTS RECEIVABLE AND CONCENTRATIONS OF CREDIT RISK:

Accounts receivable at December 31, 2001 and 2000, net of allowance for doubtful accounts of $39,670 and $26,357, respectively, consist of the following:

	2001	2000
Trade	$226,925	$ -
Other	334,204	365,061

$561,129	$365,061

Trade receivables consist of receivables from customers based on the sales and service of the Company's products.

At December 31, 2001 and 2000, approximately 57% and 73%, respectively, of the Company's net accounts receivable are due from Ethicon. The Company does not believe it is exposed to significant credit risk related to Ethicon based on the overall financial strength and credit worthiness of the customer and its parent company. The Company believes that it has adequately addressed other credit risks in estimating the allowance for doubtful accounts.

The Company estimates an allowance for doubtful accounts based on a review and assessment of specific accounts receivable. The activity in the allowance for doubtful accounts for the years ended December 31, 2001 and 2000 is as follows:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Allowance for doubtful accounts at beginning of year	$26,357	$97,382
Provision for bad debts	13,313	1,670
Writeoffs charged against the allowance	-	(72,695)
Allowance for doubtful accounts at end of year	$39,670	$26,357

</TABLE>

4. ACCRUED LIABILITIES AND ACCOUNTS PAYABLE:

Accrued liabilities at December 31, 2001 and 2000 consist of the following:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Contracted services and other	$ 494,416	$ 263,393
Compensation	306,216	219,815
Unearned extended warranty revenue	109,841	1,875
Warranty reserve	90,000	120,000
Inventory purchases	11,022	120,591
	$1,011,495	$ 725,674

</TABLE>

Accounts payable at December 31, 2001 and 2000 consist of the following:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Trade	$359,608	$ 676,610
Other	130,080	55,375
	$489,688	$ 731,985

</TABLE>

5. LINE OF CREDIT:

During January 2001, the Company executed a revolving line of credit with a bank that provided the Company with access to up to $1.5 million to finance general working capital needs, subject to certain terms and covenants. The Company terminated the line of credit on November 8, 2001. No fees were incurred to terminate the credit facility.

6. INCOME TAXES:

As of December 31, 2001, the Company's net deferred tax assets in the U.S. were approximately $36.7 million. Approximately $31.3 million of the deferred tax assets relate principally to net operating loss carryforwards of approximately $92.0 million available to offset future taxable income, if any, through 2021. An additional $4.4 million relates to tax credit carryforwards (principally research and development) available to reduce future income tax liability after utilization of tax loss carryforwards, if any, through 2021. The remaining $1.0 million relates to temporary differences between the carrying amount of assets and liabilities and their tax bases. Due to the uncertainty surrounding the realization of these favorable tax attributes in future tax returns, all of the net deferred tax assets have been fully offset by a valuation allowance at December 31, 2001.

As of December 31, 2001, Cardiosonix had net deferred tax assets in Israel of approximately $675,000, primarily related to net operating loss carryforwards of approximately $1.9 million available to offset future taxable income, if any. Under current Israeli tax law, net operating loss carryforwards do not expire. Due to the uncertainty surrounding the realization of these favorable tax attributes in future tax returns, all of the net deferred tax assets have been fully offset by a valuation allowance at December 31, 2001.

Under Sections 382 and 383 of the Internal Revenue Code (IRC) of 1986, as amended, the utilization of U.S. net operating loss and tax credit carryforwards may be limited under the change in stock ownership rules of the IRC. As a result of ownership changes as defined by Sections 382 and 383, which have occurred at various points in the Company's history, management believes utilization of the Company's net operating loss carryfowards and tax credit carryforwards may be limited under certain circumstances.

7. EQUITY:

a. REDEEMABLE PREFERRED STOCK: On February 16, 1999, the Company executed a purchase agreement for the private placement of 30,000 shares of 5% Series B redeemable convertible preferred stock (the Series B) and 2.9 million warrants for gross proceeds of $3 million ($2.8 million, net of certain placement costs). The Series B and related warrants had variable conversion provisions based on the market price of the Company's common stock and were subject to certain redemption provisions.

On November 12, 1999, the Company entered into a binding letter of intent to retire the Series B and the Class L warrants. The letter of intent committed the Series B holders to surrender the Series B shares and Class L warrants as well as to grant the Company general releases from potential litigation associated with the transaction. In exchange for the retirement of the Series B preferred shares and surrendering the Class L warrants, the Company agreed to pay the Series B holders a total of $2.5 million and to issue the Series B holders 3 million shares of common stock and 3 million Class N warrants to purchase shares of common stock with an exercise price of $0.74 per share. On January 20, 2000, the Company executed and completed a definitive Settlement Agreement with the Series B holders on terms consistent with the November 1999 letter.

In accordance with the aforementioned terms, the transaction was reported in the Company's first quarter 2000 financial statements and was measured based on the market price of the Company's common stock as of the execution of the definitive agreement (i.e., $0.59 per share). As a result, the Company reflected a loss on the retirement of the preferred shares of $765,000 below net income in its calculation of earnings per share during the first quarter of 2000. This amount represents the value of the cash given up plus the market value of the stock issued and the estimated market value of the warrants issued as valued on January 20, 2000 less the previously recorded book value of the Series B preferred stock and warrants.

b. STOCK OPTIONS: At December 31, 2001, the Company has two stock-based compensation plans. Under the Amended and Restated Stock Option and Restricted Stock Purchase Plan (the Amended Plan), and under the 1996 Stock Incentive Plan (the 1996 Plan), the Company may grant incentive stock options, nonqualified stock options, and restricted stock awards to full-time employees, and nonqualified stock options and restricted awards may be granted to consultants and agents of the Company. Total shares authorized under each plan are 2 million shares and 1.5 million shares, respectively. Under both plans, the exercise price of each option is greater than or equal to the closing market price of the Company's common stock on the day prior to the date of the grant.

Options granted under the Amended Plan and the 1996 Plan generally vest on either a monthly basis over two to four years or on an annual basis over three years. Outstanding options under the plans, if not exercised, generally expire ten years from their date of grant or 90 days from the date of an optionee's separation from employment with the Company.

Had compensation cost for the Company's two stock-based compensation plans been determined based on the fair value at the grant dates for awards under those plans consistent with SFAS No. 123, the Company's income (loss) attributable to common stockholders and income (loss) per common share would have been decreased to the pro forma amounts indicated below:

<TABLE>
<CAPTION>

		2001	2000	
<S>		<C>	<C>	
Income (loss) attributable to common stockholders	As reported	$ 14,953		$ 1,075,238
	Pro forma	$ (284,867)		$ 677,437
Income (loss) per common share (basic and diluted)	As reported	$ 0.00		$ 0.04
	Pro forma	$ (0.01)		$ 0.03

</TABLE>

The fair value of each option grant was estimated on the date of the grant using the Black-Scholes option-pricing model with the following assumptions for 2001 and 2000, respectively: average risk-free interest rates of 4.9% and 6.4%; expected average lives of three to four years for each of the years presented; no dividend rate for any year; and volatility of 148% for 2001 and 143% for 2000. The weighted average fair value of options granted in 2001 and 2000 was $0.36 and $0.43, respectively.

A summary of the status of stock options under the Company's stock option plans as of December 31, 2001and 2000, and changes during the years ended on those dates is presented below:

<TABLE>

<CAPTION>

	2001		2000	
	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE	OPTIONS	WEIGHTED AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>	<C>
Outstanding at beginning of year	1,635,273	$ 2.54	1,484,002	$ 4.16
Granted	715,000	$ 0.42	750,000	$ 0.52
Forfeited	(486,483)	$ 6.06	(574,596)	$ 4.15
Exercised	(1,667)	$ 0.50	(24,133)	$ 1.41
Outstanding at end of year	1,862,123	$ 0.81	1,635,273	$ 2.54
Options exercisable at end of year	577,627		624,465	

</TABLE>

On July 5, 2001, the Directors voluntarily forfeited 337,500 options, all of which were priced above $3.00 per share. Included in outstanding options as of December 31, 2001, are 100,000 options exercisable at an exercise price of $2.50 per share which vest on the meeting of certain Company achievements.

The following table summarizes information about the Company's stock options outstanding at December 31, 2001:

<TABLE>
<CAPTION>

	OPTIONS OUTSTANDING			OPTIONS EXERCISABLE	
RANGE OF EXERCISE PRICES	NUMBER OUTSTANDING AS OF DECEMBER 31, 2001	WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE	WEIGHTED AVERAGE EXERCISE PRICE	NUMBER EXERCISABLE AS OF DECEMBER 31, 2001	WEIGHTED AVERAGE EXERCISE PRICE
<S>	<C>	<C>	<C>	<C>	
$ 0.41 - $ 0.42	645,000	9 years	$ 0.41	-	$ -
$ 0.50 - $ 0.75	782,000	8 years	$ 0.55	292,003	$ 0.57
$ 1.03 - $ 1.50	258,923	7 years	$ 1.31	209,424	$ 1.33
$ 2.50 - $ 5.63	176,200	3 years	$ 2.67	76,200	$ 2.89
$ 0.41 - $ 5.63	1,862,123	8 years	$ 0.81	577,627	$ 1.15

</TABLE>

c. RESTRICTED STOCK: During 2000, the Company granted 170,000 shares of restricted common stock to officers of the Company under the 1996 Plan. During 2001 and 2000, 60,000 and 20,000 shares of

outstanding restricted common stock, respectively, were forfeited related to the separation of two employees.

At December 31, 2001, the Company has 440,000 restricted shares issued and outstanding under the 1996 Plan. All of the restricted shares granted vest on a change of control of the Company as defined in the specific grant agreements. As a result, the Company has not recorded any deferred compensation due to the inability to assess the

probability of the vesting event. Of the shares issued and outstanding, 75,000 also vest under certain conditions of termination separate from a change of control as defined in an officer's employment agreement with the Company (See Note 10(e).).

d. STOCK WARRANTS: At December 31, 2001, there are 3.1 million warrants outstanding to purchase common stock of the Company. The warrants are exercisable at prices ranging from $0.74 to $5.00 per share with a weighted average exercise price per share of $0.81. Three million of the warrants expire in January 2003, 50,000 expire in February 2004, 25,000 expire in November 2005, and 25,000 expire in November 2006.

e. COMMON STOCK RESERVED: Shares of authorized common stock have been reserved for the exercise of all options and warrants outstanding.

f. EQUITY LINE: On November 19, 2001, the Company entered into a common stock purchase agreement with Fusion Capital Fund II, LLC, (Fusion) pursuant to which Fusion agreed to purchase up to $10 million of the Company's common stock over a forty (40) month period following the effectiveness of a registration statement and satisfaction of other conditions.

Subject to the limitations and termination rights described below, the Company may require Fusion to purchase up to the monthly base amount of $250,000 of the Company's common stock at a purchase price based on the market price for the Company's common stock. The obligation of Fusion to purchase each month is subject to customary conditions, all of which are outside the control of Fusion as well as the Company's right to suspend purchases as described below.

The selling price per share is equal to the lowest of (a) the lowest sale price of our common stock on the day of submission of a purchase notice by Fusion; or (b) the average of the three lowest closing sale prices of our common stock during the 12 consecutive trading days prior to the date of submission of a purchase notice by Fusion. The selling price will be adjusted for any reorganization, recapitalization, non-cash dividend, stock split or other similar transaction occurring during the 15 trading days in which the closing sale price is used to compute the purchase price.

If the closing sale price of the Company's common stock is below the floor price of $0.30, Fusion shall not have the right or obligation to purchase shares. The Company may increase or decrease the floor price, but in no case may the floor price be set below $0.20 without Fusion's consent. The Company may, at any time, suspend purchases upon one day's written notice to Fusion.

Notwithstanding the foregoing, Fusion may not purchase shares of common stock under the stock purchase agreement if Fusion or its affiliates would beneficially own more than 4.9% of the Company's then aggregate outstanding common stock immediately after the proposed purchases, unless increased to 9.9% based on the Company's written agreement.

Under the terms of the stock purchase agreement, Fusion received 449,438 shares of the Company's common stock representing half of the total commitment fee for the equity line. The remaining commitment shares are to be issued on a pro-rata basis if, and when, the Company draws on the equity line of credit.

8. SHAREHOLDER RIGHTS PLAN:

During July 1995, the Company's Board of Directors adopted a Shareholder Rights Plan. Under the plan, one "Right" is to be distributed for each share of common stock held by shareholders on the close of business on August 28, 1995. The Rights are exercisable only if a person and its affiliate commences a tender offer or exchange offer for 15% or more of the

Company's common stock, or if there is a public announcement that a person and its affiliate has acquired beneficial ownership of 15% or more of the common stock, and if the Company does not redeem the Rights during the specified redemption period. Initially, each Right, upon becoming exercisable, would entitle the holder to purchase from the Company one unit consisting of 1/100th of a share of Series A Junior Participating preferred stock at an exercise price of $35 (which is subject to adjustment). Once the Rights become exercisable, if any person, including its affiliate, acquires 15% or more of the common stock of the Company, each Right other than the Rights held by the acquiring person and its affiliate becomes a right to acquire common stock having a value equal to two times the exercise price of the Right. The Company is entitled to redeem the Rights for $0.01 per Right at any time prior to the expiration of the redemption period. The Shareholder Rights Plan and the Rights will expire on August 28, 2005. The Board of Directors may amend the Shareholder Rights Plan, from time to time, as considered necessary.

9. SEGMENTS AND SUBSIDIARIES INFORMATION:

a. SEGMENTS: The Company owns or has rights to intellectual property involving two primary types of medical diagnostic products, including gamma detection instruments currently used primarily in the application of ILM, and blood flow measurement devices. Losses incurred in 2001 associated with blood flow measurement products were related to in-process research and development associated with the acquisition of Cardiosonix on December 31, 2001 (See Note 9(b).).

The information in the following table is derived directly from the segments' internal financial reporting used for corporate management purposes. The expenses attributable to corporate activity, including amortization and interest, and other selling, general and administrative costs are not allocated to the operating segments.

<TABLE>
<CAPTION>

($ AMOUNTS IN THOUSANDS) 2001	GAMMA DETECTION	BLOOD FLOW	UNALLOCATED	TOTAL
<S>	<C>	<C>	<C>	<C>
Net sales:				
United States*	$ 6,538	$ -	$ -	$6,538
International	221	-	-	221
License revenue	825	-	-	825
Research and development expenses	(345)	-	-	(345)
Selling, general and administrative expenses	-	-	(2,321)	(2,321)
Acquired in-process research and development	-	(885)	-	(885)
Other income	-	-	370	370
Total assets, net of depreciation and amortization:				
United States	2,661	-	4,662	7,323
Cardiosonix Ltd.	-	4, 006	-	4,006
Capital expenditures	18	-	54	72
2000				
Net sales (United States*)	$ 8,835	$ -	$ -	$8,835
License revenue	875	-	-	875
Research and development expenses	(473)	-	-	(473)
Selling, general and administrative expenses	(284)	-	(2,627)	(2,911)
Other income	-	-	504	504
Total assets, net of depreciation and amortization (United States)	2,289	-	5,284	7,573
Capital expenditures	25	-	143	168

</TABLE>

* All sales to Ethicon are made in the U.S. Ethicon distributes the product globally through its international affiliates.

b. SUBSIDIARY: On December 31, 2001, the Company acquired 100 percent of the outstanding common shares of Cardiosonix, an Israeli company, for $4.1 million, excluding contingent consideration. The Company accounted for the acquisition under SFAS No. 141, Business Combinations, and certain provisions of SFAS No. 142, Goodwill and Other Intangible Assets. The results of Cardiosonix' operations have been included in the Company's consolidated results from the date of acquisition. Cardiosonix is involved in the development and commercialization of blood flow measurement technology. Cardiosonix currently has three products in the late stages of development. As a result of the acquisition, the Company has significantly expanded its portfolio with products that have near-term commercial potential.

The aggregate purchase price included common stock valued at $3,983,042; a liability of $17,966 for payment of vested options of Cardiosonix employees; and acquisition costs of $143,320. The value of the 9,714,737 common shares issued was determined based on the average market price of the Company's common shares over the five-day period before and after the terms of the acquisition were agreed to and announced. The Company also has a contingent payment due upon the satisfaction of a certain milestone event. In accordance with SFAS No. 141, the Company has recorded the lesser of negative goodwill or the contingent liability as if it was a liability in the amount of $453,602. The 2,085,826 common shares to be issued upon satisfaction of the milestone event will be valued at the date those shares become issuable. To the extent that the contingent payment is more than the liability that is accrued at December 31, 2001, the Company will record goodwill.

The following table summarizes the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition.

	DECEMBER 31, 2001
Current assets	$ 445,010
Property and equipment	65,887
Intangible assets	4,347,502
Other assets	50,442
Total assets acquired	4,908,841
Current liabilities	(235,418)
Contingent consideration	(453,602)
Other liabilities	(75,493)
Total liabilities assumed	(764,513)
Net assets acquired	$ 4,144,328

Of the $4,347,502 of acquired intangible assets, $884,678 was assigned to in-process research and development assets that were expensed at the date of acquisition in accordance with FASB Interpretation No. 4, Applicability of FASB Statement No. 2 to Business Combinations Accounted for by the Purchase Method. Those write-offs are presented in acquired in-process research and development expenses in the 2001 consolidated statement of operations. The remaining $3,462,824 of acquired intangible assets have a weighted average useful life of approximately 13 years. The intangible assets that make up that amount include patents of $2,613,813 (15-year useful life), non-compete agreements of $603,880 (four-year useful life), and acquired technology of $245,131 (seven-year useful life).

As a part of the acquisition, the Company entered into a Royalty Agreement with the three founders of Cardiosonix. Under the terms of the Royalty Agreement, which expires December 31, 2006, the Company is obligated to pay the founders an aggregate one percent royalty

on the first $120 million in net revenue generated by the sale of Cardiosonix blood flow products.

The unaudited pro forma combined historical results, as if Cardiosonix had been acquired at the beginning of 2001 and 2000, respectively, are estimated to be:

<TABLE>
<CAPTION>

	2001	2000
<S>	<C>	<C>
Total revenues	$ 7,583,895	$ 9,710,185
(Loss) income from continuing operations	$ (439,623)	$ 847,852
Net (loss) income attributable to common stockholders	$ (439,623)	$ 83,184
Earnings per common share:		
Basic	$ (0.01)	$ 0.00
Diluted	$ (0.01)	$ 0.00
Weighted average shares outstanding:		
Basic	35,561,004	35,328,321
Diluted	35,561,004	36,058,557

</TABLE>

The pro forma results include amortization of the intangible assets presented above. The pro forma results are not necessarily indicative of what actually would have occurred if the acquisition had been completed as of the beginning of each period presented, nor are they necessarily indicative of future consolidated results.

10. AGREEMENTS:

a. SUPPLY AGREEMENTS: In December 1997, the Company entered into an exclusive supply agreement with eV Products (eV), a division of II-VI Incorporated, for the supply of certain crystals and associated electronics to be used in the manufacture of the Company's proprietary line of hand-held gamma detection instruments. The original term of the agreement expires on December 31, 2002, but may be automatically extended for an additional three years. The agreement calls for the Company to purchase increasing quantities of crystal modules each year in order to maintain exclusivity. During 2001, the Company built up its stock of crystal modules in order to take advantage of significant quantity price breaks. Total purchases under the supply agreement were $1.3 million and $782,000 for the years ended December 31, 2001 and 2000, respectively. The Company has issued purchase orders for $72,000 of crystal modules through the third quarter of 2002.

In May 1999, the Company entered into a supply agreement with The MedTech Group, Inc. (MedTech) for the supply of BlueTip(TM) probes and related accessories. The original term of the agreement expires on December 31, 2003, but may be automatically extended for an additional three years. The agreement calls for the Company to deliver annual product forecasts to MedTech and for the Company to purchase at least 75% of forecasted product demand on a quarterly basis. Total purchases under the supply agreement were $412,000 and $418,000 for the years ended December 31, 2001 and 2000, respectively. The agreement may be terminated by the Company upon twelve months notice or in the event of failure to supply or by either party due to material breach or by insolvency of the other.

In October 2001, the Company entered into a manufacturing and supply agreement with UMM Electronics, Inc. (UMM), a Leach Technology Group company, for the exclusive manufacture of the 14mm probe and neo2000 control unit. The original term of the agreement expires in February 2005 but will be automatically extended for additional one-year periods unless either party provides written notice of non-renewal at least six months prior to the end of the then-current term. Either party has the right to terminate the agreement at any time on six months written notice, or may immediately terminate the agreement upon a breach by the

other. UMM may also terminate the agreement if the Company's orders for a given product fall below certain minimum quarterly amounts for two successive quarters. The Company made no purchases under this agreement in 2001, but has issued purchase orders for $536,000 of 14mm probes and neo2000 control units through May 2002 under the terms of this agreement.

During 2001, the Company also terminated its previous agreement with Plexus Corporation (Plexus) for the manufacture of the 14mm probe and neo2000 control unit. As a part of the termination, the

Company was required to purchase $92,000 in residual raw materials that were not used by Plexus, a portion of which will be used in production at UMM. Total purchases under the agreement were $2.4 million and $3.0 million in 2001 and 2000, respectively.

b. MARKETING AND DISTRIBUTION AGREEMENTS: The Company entered into a Distribution Agreement (the Agreement) with Ethicon effective October 1, 1999 for an initial five-year term with options to extend for two successive two-year terms. Under the Agreement, the Company manufactures and sells its current line of ILM products (the Products) exclusively to Ethicon, who distributes the Products globally. Ethicon agreed to purchase minimum quantities of the Company's Products over the first three years of the term of the Agreement and to reimburse the Company for certain research and development costs and a portion of the Company's warranty costs. Ethicon also agreed to purchase certain demonstration units at cost. The Company is obligated to continue certain product maintenance activities and to provide ongoing regulatory support for the Products.

Ethicon may terminate the Agreement if the Company fails to supply Products for specified periods, commits a material breach of the Agreement, suffers a change of control of the Company to a competitor of Ethicon, or becomes insolvent. If termination is due to failure to supply or a material breach by the Company, Ethicon would have the right to use the Company's intellectual property and regulatory information to manufacture and sell the Products exclusively on a global basis for the remaining term of the Agreement with no additional financial obligation to the Company. If termination is due to insolvency or a change of control that does not affect supply of the Products, Ethicon has the right to continue to sell the Products on an exclusive global basis for a period of six months or require the Company to repurchase any unsold Products in its inventory.

Under the Agreement, Ethicon received a non-exclusive, worldwide license (the License) to the Company's ILM intellectual property to make and sell other products that may be developed using the Company's ILM intellectual property. The term of the License is the same as that of the Agreement. Ethicon paid the Company a non-refundable license fee of $4 million. The Company is recognizing the license fee as revenue on a straight-line basis over the five-year initial term of the Agreement. If the Agreement is terminated by the Company as a result of a material breach by Ethicon, Ethicon would be required to pay the Company a royalty on all products developed and sold by Ethicon using the Company's ILM intellectual property. In addition, the Company is entitled to a royalty on any ILM product commercialized by Ethicon that does not infringe any of the Company's existing intellectual property.

The Company has a separate Marketing Agreement with Century Medical, Inc. (CMI) for the distribution of its gamma surgery products in Japan. The Company sells products directly to CMI on the basis of a December 2001 modification of its Agreement with Ethicon.

c. RESEARCH AND DEVELOPMENT AGREEMENTS: In 1985, the Company received $250,000 under a research and development agreement between the Company, The Ohio State University, and the Department of Development of the State of Ohio. Under the terms of the agreement, the Company

was obligated to pay the State of Ohio royalties calculated as a percentage of net sales of certain products or share proceeds received from the sale or license of the technology. During the fourth quarter of 2000, the State of Ohio notified the Company it was waiving all rights to receive royalties under the agreement. Accordingly, the Company recorded a gain of $262,000 related to the waiver of such rights in its Statement of Operations for the year ended December 31, 2000.

Cardiosonix' research and development efforts have been partially financed through grants from the Office of the Chief Scientist of the Israeli Ministry of Industry and Trade (the OCS). In return for the OCS's participation, Cardiosonix is committed to pay royalties to the Israeli Government at a rate of 3% to 5% of the sales if its products, up to 100% of the amount of the grants received (for grants received under programs approved subsequent to January 1, 1999 - 100% plus interest at LIBOR). Cardiosonix is entitled to the grants only upon incurring research and development expenditures. Cardiosonix is not obligated to repay any amount received from OCS if the research effort is unsuccessful or if no products are sold. There are no future performance obligations related to the grants received from the OCS. However, under certain limited circumstances, the OCS may withdraw

its approval of a research program or amend the terms of its approval. Upon withdrawal of approval, the grant recipient may be required to refund the grant, in whole or in part, with or without interest, as the OCS determines. Cardiosonix' total obligation for royalties, based on royalty-bearing government participation, totaled approximately $775,000 as of December 31, 2001. The Company has not yet recorded any revenues, and therefore no expenses for royalties have been recorded.

d. OPTION AGREEMENT: During 2000, the Company executed and amended an agreement with a third party, OncoSurg, Inc. (OncoSurg, formerly NuRIGS Ltd.), that provided for an option exercisable through December 31, 2001 to license Neoprobe's radioimmunoguided surgery (RIGS) technology for use in the diagnosis and treatment of colorectal cancer. The option called for OncoSurg to make quarterly option payments to the Company during 2001. During the second quarter of 2001, the Company agreed to defer the option payments to allow OncoSurg to spend the funds to support the Phase I clinical trial.

During 2001, OncoSurg completed pre-clinical testing of the antibody and received clearance from the U.S. Food & Drug Administration (FDA) to begin a Phase I clinical trial in humans. Enrollment in the Phase I trial was initiated during the third quarter of 2001. OncoSurg did not exercise its option as of December 31, 2001; however, it is the Company's understanding that the researchers conducting the trial intend to complete the Phase I trial during the second quarter of 2002.

e. EMPLOYMENT AGREEMENTS: The Company maintains employment agreements with four officers of the Company. The employment agreements contain change in control provisions that would entitle each of the officers to two times their current annual salaries, vest outstanding restricted stock and options to purchase common stock, and continue certain benefits if there is a change in control of the Company (as defined) and their employment terminates. The maximum contingent liability to the Company under these agreements in such an event is approximately $1.5 million. The employment agreements also provide for severance, disability and death benefits.

Cardiosonix also maintains employment agreements with three key employees. The employment agreements contain provisions that would entitle the employees to the greater of one year's salary or the

amount due under Israeli law if the employee is terminated without cause. The agreements also provide for royalty payments to the employees (See Note 9(b).). The maximum contingent liability under the agreements, excluding the potential royalty, is approximately $400,000.

11. LEASES:

The Company leases certain office equipment under a capital lease which expires in 2004. In December 1996, the Company entered into an operating lease agreement for office space, expiring in August 2003.

The future minimum lease payments, net of sublease rentals, for the years ending December 31 are as follows:

	CAPITAL LEASE	OPERATING LEASES
2002	$ 16,417	$ 145,724
2003	16,417	83,592
2004	5,472	1,236
2005	-	1,030
	38,306	$ 231,582
Less amount representing interest	5,381	
Present value of net minimum lease payments	32,925	
Less current portion	12,914	
Capital lease obligations, excluding current portion	$ 20,011	

The Company expects rental income from subleases of $132,000 and $89,000 in 2002 and 2003, respectively, based on three subleases executed in December 1998, February 1999, and April 2000. Total rental expense, net of sublease rental income, was $105,000 and $184,000 for the years ended December 31, 2001 and 2000, respectively.

12. EMPLOYEE BENEFIT PLAN:

The Company maintains an employee benefit plan under Section 401(k) of the Internal Revenue Code. The plan allows employees to make contributions and the Company may, but is not obligated to, match a portion of the employee's contribution with the Company's common stock, up to a defined maximum. The Company accrued expenses of $25,000 and $17,000 during 2001 and 2000, respectively, related to common stock to be subsequently contributed to the plan.

13. SUPPLEMENTAL DISCLOSURE FOR STATEMENTS OF CASH FLOWS:

The Company paid interest aggregating $11,000 and $25,000 for the years ended December 31, 2001 and 2000, respectively. During 2000, the Company paid income taxes of $32,000, based on estimates of 2000 taxable income.

During 2001 and 2000, the Company transferred $81,000 and $164,000, respectively, in inventory to fixed assets related to the creation of a pool of service loaner equipment. Also during 2001 and 2000, the Company prepaid $189,000 and $120,000, respectively, in insurance through the issuance of notes payable with interest rates of 5%. On December 31, 2001, the Company issued common stock to acquire the net assets of Cardiosonix (See Note 9(b).). In addition, the Company incurred capital lease obligations of $51,000 in 2000 to finance equipment.

14. CONTINGENCIES:

During the third quarter of 2001, the Company received a general waiver from a bank in Israel that was a creditor of the Company's previous Israeli subsidiary that is in liquidation and was deconsolidated as of December 31, 1999. As a part of the general waiver, the bank also refunded $238,000 as a partial return of a cash guarantee that the Company had previously written off as a part of deconsolidation. The cash refund was recognized in other income when it was received in the third quarter of 2001. Due to the

receipt of the general waiver from the primary creditor and receiver of the subsidiary, management believes it is remote that the Company will be liable for any further amounts related to the subsidiary.

The Company is also subject to legal proceedings and claims that arise in the ordinary course of its business. In the opinion of management, the amount of ultimate liability, if any, with respect to these actions will not materially affect the financial position of the Company.

15. SUBSEQUENT EVENT:

a. During January 2002, the Company has completed a license agreement with the University of California, San Diego (UCSD) for a proprietary compound that the Company believes could be used as a lymph node locating agent in ILM procedures. The license agreement is effective until the later of the expiration date of the longest-lived underlying patent or January 30, 2023. Under the terms of the license agreement, UCSD has granted the Company the exclusive rights to make, use, sell, offer for sale and import Licensed Products as defined in the agreement and to practice the defined Licensed Methods during the term of the agreement. The Company may also sublicense the Patent Rights, subject to the approval of certain sublicense terms by UCSD. In consideration for the license rights, the Company agreed to pay UCSD a license issue fee of $25,000 and license maintenance fees of $25,000 per year. The Company also agreed to pay UCSD milestone payments related to successful regulatory clearance for marketing of the Licensed Products, a royalty of five percent on Net Sales of Licensed Products subject to a $25,000 minimum annual royalty, fifty percent of all sublicense fees and fifty percent of sublicense royalties. The Company also agreed to reimburse UCSD for all patent-related costs. The Company reimbursed UCSD for $8,000 and $18,000 of patent-related costs in 2001 and 2000, respectively, under the previous option agreement which were included in selling, general and administrative expenses.

   UCSD also has the right to terminate the agreement or change the nature of the agreement to a non-exclusive agreement if the Company is determined not to have been diligent in developing and commercializing the covered products, not marketing the products within six months of receiving regulatory approval, reasonably filling market demand or obtaining all the necessary government approvals.

   Neoprobe and UCSD have completed the preclinical evaluation of the compound to support applications for the human clinical evaluation. UCSD researchers received clearance during 2001 from the U.S. FDA to commence human clinical studies in breast and melanoma. The Phase I human clinical studies of the compound are being funded by research grants. Enrollment in the Phase I studies began during the third and fourth quarters of 2001, respectively.

b. During February 2002, the Company entered into a line of credit facility with an investment management company. The facility provides for a maximum line of credit of $2.0 million and is fully collateralized by pledged cash and investments on deposit with the investment management company. Availability under the facility is based on advance rates varying from 80% to 92% of the underlying available collateral. Outstanding amounts under the facility bear interest at LIBOR plus 175 basis points. The facility expires in February 2007.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

16. SUPPLEMENTAL INFORMATION (UNAUDITED):

The following summary financial data are derived from consolidated financial statements of the Company which have been audited by the Company's independent public accountants. These data are qualified in their entirety by, and should be read in conjunction with, the Company's Consolidated Financial Statements and Notes thereto included herein.

<TABLE>
<CAPTION>

(Amounts in thousands, except per share data)	Years Ended December 31,				
	2001	2000	1999	1998	1997
<S>	<C>	<C>	<C>	<C>	<C>
Statement of Operations Data:					
Net sales	$ 6,759	$ 8,835	$ 9,246	$ 5,833	$ 5,128
Gross profit	3,198	4,720	4,938	4,429	3,552
Research and development expenses	345	473	1,388	14,364	19,657
Selling, general and administrative expenses	2,321	2,911	8,131	11,357	11,160
Acquired in-process research and development	885	-	-	-	-
Losses related to subsidiaries in liquidation	-	-	475	7,176	-
(Loss) income from operations	(352)	1,336	(5,057)	(28,468)	(27,265)
Other income	370	504	883	436	4,018
Net income (loss)	$ 15	$ 1,840	$(4,174)	$(28,033)	$(23,247)
Income (loss) attributable to common stockholders	$ 15	$ 1,075	$(7,895)	$(28,033)	$(23,247)
Income (loss) per common share:					
Basic	$ 0.00	$ 0.04	$ (0.34)	$ (1.23)	$ (1.02)
Diluted	$ 0.00	$ 0.04	$ (0.34)	$ (1.23)	$ (1.02)
Shares used in computing income (loss) per common share: (1)					
Basic	25,899	25,710	23,003	22,842	22,735
Diluted	26,047	26,440	23,003	22,842	22,735

	As of December 31,				
	2001	2000	1999	1998	1997
Balance Sheet Data:					
Total assets	$11,329	$ 7,573	$ 10,323	$ 11,994	$ 41,573
Long-term obligations	1,949	2,233	4,314	156	2,069
Accumulated deficit	(117,714)	(117,729)	(119,569)	(115,395)	(87,363)

</TABLE>

(1) Basic earnings per share is calculated using the weighted average number of common shares outstanding during the periods. Diluted earnings per share is calculated using the weighted average number of

common shares outstanding during the periods, adjusted for the effects of convertible securities, options and warrants, if dilutive.

REPORT OF INDEPENDENT AUDITORS TO THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

We have audited the accompanying balance sheets of Cardiosonix Ltd. (the "Company") (formerly Biosonix Ltd.) (a development stage company) as of December 31, 2001 (predecessor and successor) and 2000 (predecessor) and the related statements of operations, shareholders' equity and cash flows for each of the two years ended December 31, 2001 and 2000 (predecessor), for December 31, 2001 (successor) and for the period from August 16, 1998 (inception) to December 31, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

The cumulative statements of operations, shareholders' equity and cash flows for the period from August 16, 1998 (inception) to December 31, 2001 include amounts for the period from August 16, 1998 (inception) to December 31, 1999 which were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the period August 16, 1998 through December 31, 1999, is based solely on the report of the other auditors.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statements presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audits and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Cardiosonix Ltd. (a development stage company) as of December 31, 2001 (predecessor and successor) and 2000 (predecessor), and the results of its operations and its cash flows for each of the years ended December 31, 2001 and 2000 (predecessor), for December 31, 2001 (successor) and for the period August 16, 1998 (inception) to December 31, 2001, in conformity with accounting principles generally accepted in the United States of America.

/s/ Somekh Chaikin
Certified Public Accountants (Israel)
A member of KPMG International

February 28, 2002

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

BALANCE SHEETS
- ----------

<TABLE>
<CAPTION>

	SUCCESSOR	PREDECESSOR

	NOTE	DECEMBER 31 2001	DECEMBER 31 2001	DECEMBER 31 2000
<S>	<C>	<C>	<C>	<C>
Assets				
Current assets				
Cash and cash equivalents		$338,746	$338,746	$368,100
Accounts receivable and other current assets	3	106,264	106,264	23,373
Total current assets		445,010	445,010	391,473
Assets held for severance benefits	6	50,442	50,442	37,643
Property and equipment	4			
Cost		112,639	112,639	97,728
Less - accumulated depreciation		(46,752)	(46,752)	(26,315)
		65,887	65,887	71,413
Intangible assets:	7			
Patents		2,613,813	--	--
Non-compete agreements		603,880	--	--
Acquired technology		245,131	--	--
Total assets		$4,024,163	$561,339	$500,529

</TABLE>

The accompanying notes are an integral part of the financial statements.

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

BALANCE SHEETS
- ---

<TABLE>
<CAPTION>

		SUCCESSOR	PREDECESSOR	
	NOTE	DECEMBER 31 2001	DECEMBER 31 2001	DECEMBER 31 2000
<S>	<C>	<C>	<C>	<C>
Liabilities and shareholders' equity				
Current liabilities				
Trade payables		$ 53,537	$53,537	$13,053
Other accounts payable and accrued expenses	5	181,881	181,881	153,483
Total current liabilities		235,418	235,418	166,536
Long-term liabilities				
Contingent consideration for acquisition	7	453,602	--	--

Liability for employee severance benefits	6	75,493	75,493	51,911
Commitments and contingencies	8			
Shareholders' equity	9			
Share capital				
Convertible Preferred A shares of NIS 0.1 par value: 105,000 shares authorized and 87,525 issued and outstanding at December 31, 2000		--	--	2,138
Convertible Preferred A1 shares of NIS 0.1 par value: 55,000 shares authorized and 42,475 issued and outstanding at December 31, 2000		--	--	1,025
Ordinary shares of NIS 0.1 par value: 200,000 and 521,000 shares authorized at December 31, 2000 and 2001, respectively 140,001 and 327,738 issued and outstanding at December 31, 2000 and 2001, respectively		8,354	8,354	3,805
Additional paid-in capital		4,135,973	2,246,669	1,347,385
Unearned compensation		--	--	(46,687)
Accumulated deficit during the development stage		(884,677)	(2,004,595)	(1,025,584)
Total shareholders' equity		3,259,650	250,428	282,082
		$4,024,163	$561,339	$500,529

</TABLE>

The accompanying notes are an integral part of the financial statements.

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

		SUCCESSOR	PREDECESSOR		AMOUNTS ACCUMULATED DURING THE DEVELOPMENT STAGE
		YEAR ENDED			
	NOTE	DECEMBER 31 2001	DECEMBER 31 2001	DECEMBER 31 2000	
<S>	<C>	<C>	<C>	<C>	<C>
Operating expenses:					
Research and development costs		$ --	$1,027,093	$729,291	$2,326,236
Less - royalty bearing grants		--	(301,523)	(259,681)	(774,844)
Research and development, net		--	725,570	469,610	1,551,392
Acquired in process research and development	7	884,677	--	--	884,677
General and administrative expenses, net		--	271,518	187,971	520,830
Operating loss		884,677	997,088	657,581	2,956,899

Financial income, net	-	18,077	25,770	67,626
Net loss	$884,677	$979,011	$631,811	$2,889,273

</TABLE>

The accompanying notes are an integral part of the financial statements.

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF SHAREHOLDERS' EQUITY
- ----------

<TABLE>
<CAPTION>

	SERIES A PREFERRED SHARES	SERIES A1 PREFERRED SHARES	SERIES B PREFERRED SHARES	ORDINARY SHARES CAPITAL (1)	ADDITIONAL PAID-IN COMPENSATION	UNEARNED	DEFICIT ACCUMULATED DURING THE DEVELOPMENT STAGE	TOTAL
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Changes during the period from August 16 (inception) to December 31, 1998								
Ordinary shares and Preferred shares Series A and A1 issued in September and December 1998	$ 1,387	$ 432	$ --	$ 3,805	$ 737,118	$ --	$ --	$ 742,742
Net loss	--	--	--	--	--	--	(107,985)	(107,985)
Balances as of December 31, 1998	1,387	432	--	3,805	737,118	--	(107,985)	634,757
Changes during the year 1999								
Shares issuance expenses	--	--	--	--	(6,613)	--	--	(6,613)
Employees' stock options granted	--	--	--	--	21,451	(21,451)	--	--
Net loss	--	--	--	--	--	--	(285,788)	(285,788)
Balance as of December 31, 1999	1,387	432	--	3,805	751,956	(21,451)	(393,773)	342,356
Changes during the year 2000								
Preferred Shares Series A and A1 issued in January and February 2000	751	593	--	--	543,148	--	--	544,492
Employees' stock options granted	--	--	--	--	37,335	(37,335)	--	--
Non-employees' stock options granted	--	--	--	--	14,946	(14,946)	--	--
Amortization of unearned compensation	--	--	--	--	--	27,045	--	27,045
Net loss	--	--	--	--	--	--	(631,811)	(631,811)
Balance as of December 31, 2000	2,138	1,025	--	3,805	1,347,385	(46,687)	(1,025,584)	282,082
Changes during the year 2001								
Preferred Shares Series B issued on April 2001	--	--	1,386	--	904,825	--	--	906,211
Employees' stock options granted	--	--	--	--	82,055	(82,055)	--	--

Non-employees' stock options granted	--	--	--	--	19,039	(19,039)	--	--
Conversion of Series A, A1 and B Preferred shares into ordinary shares	(2,138)	(1,025)	(1,386)	4,549	--	--	--	--
Amortization of unearned compensation	--	--	--	--	(106,635)	147,781	--	41,146
Net loss	--	--	--	--	--	--	(979,011)	(979,011)
Balance as of December 31, 2001 (Predecessor)	--	--	--	8,354	2,246,669	--	(2,004,595)	250,428
Purchase accounting adjustment	--	--	--	--	1,889,304	--	1,119,918	3,009,222
Balance as of December 31, 2001	$ --	$ --	$ --	$ 8,354	$4,135,973	$ --	$(884,677)	$3,259,650

</TABLE>

(1) Net of issuing costs

The accompanying notes are an integral part of the financial statements.

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF CASH FLOWS
- ---

<TABLE>
<CAPTION>

	SUCCESSOR	PREDECESSOR		AMOUNTS ACCUMULATED DURING THE DEVELOPMENT STAGE
	YEAR ENDED			
	DECEMBER 31 2001	DECEMBER 31 2001	DECEMBER 31 2000	DECEMBER 31 2000
<S>	<C>	<C>	<C>	<C>
Cash flows from operating activities				
Loss for the period	$ (884,677)	$ (979,011)	$(631,811)	$(2,889,273)
Adjustments to reconcile loss to net cash used in operating activities				
Depreciation	--	20,437	17,556	46,752
Increase in accrued severance pay, net	--	10,783	9,951	25,051
Amortization of unearned compensation	--	41,146	27,045	68,192
Decrease (increase) in accounts receivable	--	(82,891)	69,801	(106,264)
Increase in trade payables	--	40,484	6,774	53,537
Increase in other accounts payable and accrued expenses	--	28,398	89,906	181,881
Acquired in process research and development	884,677	--	--	884,677
Net cash used in operating activities	--	(920,654)	(410,778)	(1,735,447)
Cash flows from investing activities				
Purchase of property and equipment	--	(14,911)	(22,970)	(112,639)
Net cash used in investing activities	--	(14,911)	(22,970)	(112,639)
Cash flows from financing activities				
Issuance of shares	--	1,000,000	550,000	2,300,000
Share issuance expenses	--	(93,789)	(5,508)	(113,168)
Net cash provided by financing activities	--	906,211	544,492	2,186,832

Increase (decrease) in cash and cash equivalents	--	(29,354)	110,744	338,746
Cash and cash equivalents at the beginning of the period	338,746	368,100	257,356	--
Cash and cash equivalents at the end of the period	$ 338,746	$ 338,746	$ 368,100	$ 338,746
(a) Non-cash transactions				
Purchase accounting adjustments (see Note 7)	$ 3,893,899	$ --	$ --	$ 3,893,899

</TABLE>

The accompanying notes are an integral part of the financial statements.

CARDIOSONIX LTD. (FORMERLY BIOSONIX LTD.)
(A DEVELOPMENT STAGE COMPANY)

NOTES TO THE FINANCIAL STATEMENTS AS AT DECEMBER 31, 2001

1. GENERAL

a. Cardiosonix Ltd. (the "Company"), formerly Biosonix Ltd., was incorporated in Israel in August 1998. The Company is engaged in the development of specialty devices for vascular blood flow diagnostics and monitoring.

b. To date, the Company has generated no revenues from sales of its product. Due in large part to the significant research and development expenditures required to develop its product, the Company has generated losses each year since its inception.

c. On December 31, 2001, the Company was acquired by Neoprobe Corporation ("Neoprobe"). Resulting from the acquisition, the Company became a wholly-owned subsidiary of Neoprobe (see Note 7).

d. The Company's ability to continue its operations is dependent upon obtaining additional financing from Neoprobe.

2. SIGNIFICANT ACCOUNTING POLICIES

The financial statements have been prepared in accordance with generally accepted accounting principles in the Untied States ("US GAAP").

a. PUSH DOWN ACCOUNTING

The acquisition (as described in Note 7) was accounted for as a purchase business combination and accordingly, purchase accounting adjustments, including intangible assets, contingent consideration for acquisition and acquired in process research and development, have been pushed down and are reflected in these financial statements subsequent to the acquisition (successor financial statements). The financial statements of the Predecessor were prepared using the Company's historical basis of accounting. The comparability of operating results for the Predecessor periods and the period subsequent to the acquisition date are affected by the purchase accounting adjustments.

b. USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual

results could differ from those estimates.

c. FUNCTIONAL AND REPORTING CURRENCY

The accounting records of the Company are maintained in New Israeli Shekel ("NIS"). The Company's functional and reporting currency is the United States dollar.

Transactions denominated in foreign currencies other than the United States dollar are translated into the reporting currency using current exchange rates. Gains and losses from the translation of foreign currency balances are recorded in the statement of operations.

d. CASH AND CASH EQUIVALENTS

All highly-liquid investments with original maturities of three months or less are considered to be cash equivalents.

e. ASSETS HELD FOR SEVERANCE BENEFITS

Assets held for employee severance benefits represent contributions to severance pay funds and cash surrender of life insurance policies that are recorded at their current redemption value.

f. PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets at the following annual rates:

<TABLE>
<CAPTION>

	%
<S>	<C>
Computers and related equipment	33
Office furniture and equipment	6 - 15
Machinery and equipment	15
Leasehold improvements	Over the term of the lease

</TABLE>

g. INTANGIBLE ASSETS

Intangible assets consist primarily of patents, non-compete agreements and acquired technology and are stated at cost or at fair value as of the date acquired, less accumulated amortization. Patent costs are amortized using the straight-line method over the estimated useful lives of the patents of up to 15 to 20 years. Patent application costs are deferred pending the outcome of these applications. Costs associated with unsuccessful patent applications and abandoned intellectual property are expensed when determined to have no recoverable value. Non-compete agreements and acquired technology are amortized using the straight-line method over their estimated useful lives of 4 years and 7 years, respectively. The Company evaluated the potential alternative uses of all intangible assets, as well as the recoverability of the carrying values of intangible assets on a recurring basis.

h. IMPAIRMENT OF LONG-LIVED ASSETS AND LONG-LIVED ASSETS TO BE DISPOSED OF

The Company accounts for long-lived assets in accordance with the provisions of SFAS No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of. This Statement requires that long-lived assets and certain identifiable intangibles be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized

is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

i. RESEARCH AND DEVELOPMENT

Research and development costs are charged to expenses as incurred.

j. ROYALTY-BEARING GRANTS

Royalty-bearing grants from the Government of Israel for funding certain approved research projects, are recognized at the time in which the Company is entitled to such grants, on the basis of the related costs incurred.

k. STOCK COMPENSATION PLANS

Employees

The Company has adopted the Financial Accounting Standards Board's Statement No. 123, Accounting for Stock-Based Compensation ("Statement 123") which permits entities to recognize as expense over the vesting period, the fair value on the date of grant of all stock-based awards. Alternatively, Statement 123 also allows entities to continue to apply the provisions of Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees and related interpretations ("APB Opinion No. 25") and provide pro forma net income disclosure for employee stock option grants as if the fair-value based method defined in Statement 123 had been applied. The Company has elected to continue to apply the provisions of APB Opinion No. 25 and provide the pro forma disclosure provisions of Statement 123.

The Company applies the intrinsic value-based method prescribed in APB Opinion No. 25 for its stock compensation to employees. As such, the Company computes and records compensation expense for grants whose terms are fixed with respect to the number of shares and option price only if the shares' fair value on the date of grant exceeds the exercise price of the stock option.

Non-Employees

The Company applies the fair value-based method of accounting set forth in Statement 123 to account for stock based compensation to non-employees. Using the fair value method, the total compensation expense is computed based on the fair value of the options expected to vest on the date the options are granted to the non-employees.

l. CONCENTRATIONS OF CREDIT RISK

Statement of Financial Accounting Standard No. 105, Disclosure of Information About Financial Instruments with Off-Balance-Sheet Risk and Financial Instruments with Concentrations of Credit Risk, requires disclosure of any significant off-balance-sheet risk and credit risk concentrations. The Company does not have significant off-balance-sheet risk or credit risk concentrations.

m. INCOME TAXES

Income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable between the financial statements carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of deferred tax assets and liabilities of a change in tax rates is recognized in the statement of operations in the period that includes the enactment date.

3. ACCOUNTS RECEIVABLE AND OTHER CURRENT ASSETS

<TABLE>
<CAPTION>

	PREDECESSOR AND SUCCESSOR DECEMBER 31 2001	PREDECESSOR DECEMBER 31 2000
<S>	<C>	<C>
Government agencies, regarding tax and VAT refunds	$ 16,274	$ 8,636
Prepaid expenses	6,604	14,190
Due from the Office of the Chief Scientists ("OCS")	43,155	--
Neoprobe Corporation	17,966	--
Due from the Israeli Marketing Promoting Fund	19,565	--
Other receivables	2,700	547
	$106,264	$ 23,373

</TABLE>

4. PROPERTY AND EQUIPMENT

<TABLE>
<CAPTION>

	PREDECESSOR AND SUCCESSOR DECEMBER 31 2001	PREDECESSOR DECEMBER 31 2000
<S>	<C>	<C>
COST		
Computers and related equipment	$ 37,336	$ 31,127
Office furniture and equipment	25,046	22,922
Machinery and equipment	46,888	40,310
Leasehold improvements	3,369	3,369
	112,639	97,728
ACCUMULATED DEPRECIATION		
Computers and related equipment	25,350	14,020
Office furniture and equipment	5,131	2,809
Machinery and equipment	15,644	9,196
Leasehold improvements	627	290
	46,752	26,315
	$ 65,887	$ 71,413

</TABLE>

Depreciation expense for the years ended December 2001 and 2000 was $20,437 and $17,556, respectively.

5. OTHER ACCOUNTS PAYABLE AND ACCRUED EXPENSES

<TABLE>
<CAPTION>

	PREDECESSOR AND

	SUCCESSOR	PREDECESSOR
	DECEMBER 31 2001	DECEMBER 31 2000
<S>	<C>	<C>
Employee and payroll accruals	$102,963	$ 86,191
Accrued expenses	77,357	61,446
Other accounts payable	1,561	5,846
	$181,881	$153,483

</TABLE>

6. EMPLOYEE SEVERANCE BENEFITS

Under Israeli Law, the Company is required to make severance payments to dismissed employees and to employees terminating employment under certain other circumstances. This liability is calculated based on the last salary of the existing employees multiplied by the number of years of employment for each employee respectively, in accordance with the "severance pay laws." The Company's liability for required severance payments is covered by funding into approved insurance policies and by an accrual. The value of these policies is recorded as an asset in the Company's balance sheet.

Expenses recorded in respect of severance pay for the years ended December 31, 2001 and 2000 were $12,594 and $7,782, respectively.

7. SHARE PURCHASE AGREEMENT

On December 31, 2001, the Company's shareholders signed a definitive share purchase agreement with Neoprobe, for a stock for stock transaction. Pursuant to the agreement, all of the Company's shares were acquired in consideration of 9,714,737 Neoprobe shares. The agreement also provides for issuance of additional 2,085,826 shares upon the Company's compliance with certain predetermined conditions. The purchase price used in order to apply the push down accounting, as described in Note 2a, was approximately $4.1 million.

The following table summarizes the preliminary changes made to the accounts of the Company and its results, subsequent to December 31, 2001, as a result of applying push down accounting.

<TABLE>
<CAPTION>

BALANCE SHEET	DECEMBER 31 2001
<S>	<C>
Intangible assets:	
Patents	$ 2,613,813
Non-compete agreements	603,880
Acquired technology	245,131
Total assets	$ 3,462,824
Contingent consideration for acquisition	$ 453,602
Total long-term liabilities	453,602
Additional paid in capital	1,889,304
Accumulated deficit during the development stage	1,119,918
Total shareholders' equity	3,009,222
Total liabilities and shareholders' equity	$ 3,462,824

STATEMENT OF OPERATIONS

Acquired in process research and development	$ 884,677

</TABLE>

The $3,462,824 of acquired intangible assets have a weighted average useful life of approximately 13 years. The intangible assets that make up that amount include patents of $2,613,813 (15-year useful life), non-compete agreements of $603,880 (four-year useful life), and acquired technology of $245,131 (seven-year useful life). In-process research and development charges of $884,677 were expensed at the date of acquisition in accordance with FASB Interpretation No. 4, Applicability of FASB Statement No. 2 to Business Combinations Accounted for by the Purchase Method. Those write-offs are presented in acquired in-process research and development expenses in the 2001 (successor) statement of operations.

8. COMMITMENTS AND CONTINGENCIES

a. The Company's research and development efforts have been partially financed through grants from the Office of the Chief Scientist of the Israeli Ministry of Industry and Trade (the "OCS"). In return for the OCS's participation, the Company is committed to pay royalties to the Israeli Government at a rate of 3% to 5% of the sales of its product, up to 100% of the amount of the grants received (for grants received under programs approved subsequent to January 1, 1999 - 100% plus interest at LIBOR). The grants are deducted from research and development expenses. Grants received in advance of the corresponding expenditures incurred are recorded as a liability. The Company is entitled to the grants only upon incurring research and development expenditures. The Company is not obligated to repay any amount received from the OCS if the research effort is unsuccessful or if no products are sold. There are no future performance obligations related to the grants received from the OCS. However, under certain limited circumstances, the OCS may withdraw its approval of a research program or amend the terms of its approval. Upon withdrawal of approval, the grant recipient may be required to refund the grant, in whole or in part, with or without interest, as the OCS determines. The Company's total obligation for royalties, based on royalty-bearing government participation totaled approximately $ 775 thousand as of December 31, 2001. The Company has not yet recorded any revenues and, therefore no expenses for royalties have been recorded.

b. OPERATING LEASES

(1) The facility of the Company is leased under an operating lease, for a period of one year, commencing July 2001.

The Company has the option to extend the lease for an additional period of two years. Rent expense for year 2001 and 2000 was $24 thousand per year.

(2) The two cars of the Company are leased under operating leases dated January 31, 2000 and April 22, 2001, for a period of three years each. Total rent expense for the years 2001 and 2000 was approximately $11.6 thousand and $9.8 thousand respectively.

(3) Future minimum annual operating lease payments which the Company is committed to pay under the above leases are as follows:

<TABLE>
<CAPTION>

	DECEMBER 31 2001
<S>	<C>
2002	$ 28,644
2003	$ 3,844

</TABLE>

c. ROYALTIES AGREEMENT

According to an agreement between the Company and the three founders, the Company shall pay the founders royalties at the rate of 1% of the net revenues actually received by the Company from any third party. The total amount of royalties payable will not exceed $1.2 million. The royalties agreement expires on December 31, 2006.

9. SHAREHOLDERS' EQUITY

a. SHARE CAPITAL

(1) In September 1998 the Company signed an agreement with a group of investors (the "investment agreement"). In accordance with the agreement the amount of $1,300 thousand was invested in the share capital of the Company, in three parts as follows:

Part 1 - An investment of $100 thousand upon signing the agreement in consideration of 10,000 preferred A shares par value NIS 0.1.

Part 2 - An investment of $650 thousand upon reaching the first milestone provided in the agreement for the consideration of 47,003 preferred A shares and 17,997 preferred A1 shares par value NIS 0.1.

Part 3 - An investment of $550 thousand upon reaching the second milestone provided in the agreement in consideration of 30,522 preferred A shares and 24,478 preferred A1 shares par value NIS 0.1.

The rights attached to the shares according to the investment agreement are as follows:

(a) Ordinary shares confer upon the holders the right to receive notice to participate and vote in general meetings of the Company and the right to receive dividends, if declared.

(b) The Company's preferred A shares entitle the holders to all rights conferred by the ordinary shares of the Company and to liquidation preference of $10 per share plus interest of 4% per annum, in accordance with predetermined terms. The preferred shares are convertible into ordinary shares, at the holder's option or upon an IPO of the Company, on a one-for-one basis.

(c) The Company's preferred A1 shares confer upon the holders the same rights as the preferred A shares, except for voting rights. The preferred shares are convertible into ordinary shares, at the holder's option or upon an IPO of the Company, on a one-for one basis.

In 1998 the first milestone was reached and the first and second parts of the investment as described above were received.

In January 2000 the second milestone was reached and the third part of the investment as stipulated in the investment agreement was received.

(2) In 1998 and 2000, in accordance with the investment agreement, the Company issued to the holders of preferred A1 shares and preferred A shares, warrants to purchase up to 9,092 additional preferred A1 shares (and/or preferred A shares) of the Company at an exercise price of $14.81 per share for 5,062 warrants and of $18.61 per share for 4,030 warrants, exercisable until the earlier of May 31, 2001 (30 months from the date of the achievement of the first milestone) or an IPO. The holders did not exercise the warrants.

(3) In April 2001 the Company and an investor signed an agreement (the "additional agreement") according to which the amount of

$1,000 thousand was invested in the share capital of the Company in consideration for 57,737 preferred B shares. As part of the additional agreement the warrants which were granted to the holders of preferred A and A1 shares were cancelled.

(4) On December 31, 2001, the Company's shareholders signed a stock purchase agreement with Neoprobe (see Notes 1c and 7). As a result of this agreement, all of the preferred A, A1 and B shares were converted into ordinary shares on a one-to-one basis.

b. STOCK OPTION PLAN

In December 1999, the Company's Board of Directors adopted a stock option plan ("the Plan"), according to which options may be granted to employees and consultants of the Company. The options vested over a three-year period.

A summary of the Company's option activity and its related information is as follows:

<TABLE>
<CAPTION>

	NUMBER OF OPTIONS OUTSTANDING TO NON-EMPLOYEES	NUMBER OF OPTIONS OUTSTANDING TO EMPLOYEES	WEIGHTED AVERAGE EXERCISE PRICE	GRANT DATE FAIR VALUE
<S>	<C>	<C>	<C>	
Balance as of January 1, 2000	--	3, 161	$7.00	$ 10.13
Granted	1,230	4,240	$7.00	$ 12.15
Forfeited	--	--	--	
Balance as of December 31, 2000	1,230	7,401		
Granted	1,500	8,606	$7.00	$ 12.69
Forfeited*	(2,730)	(16,007)	$7.00	$ 12.10
Balance as of December 31, 2001	--	--		

</TABLE>

* As part of the stock purchase agreement with Neoprobe, all of the options which were outstanding as of the date of the agreement (6,671 options outstanding to employees and 2,730 options outstanding to non-employees) were forfeited.

During 2001, 2000 and 1999, the Company granted options to employees below fair market value.

The Company recognized expenses of $23,266 and $24,440 related to these options in 2001 and 2000, respectively. The Company also granted options to non-employees for services. The Company recognized $17,881 and $2,605 of expenses related to these options in 2001 and 2000, respectively.

Pro forma information regarding net loss is required by SFAS No. 123, and has been determined as if the Company had accounted for its employee share options under the fair value method of that Statement. The fair value for these options was estimated at the grant date using the "minimum value" method, with the following weighted average assumptions: risk free interest rate of 6.5%, dividend yield of 0% and a weighted-average expected life of the option of 10 years.

Pro forma information under SFAS 123:

<TABLE>
<CAPTION>

	PREDECESSOR

	YEAR ENDED DECEMBER 31	YEAR ENDED DECEMBER 31	ACCUMULATED DURING THE DEVELOPMENT STAGE
	2001	2000	
<S>	<C>	<C>	<C>
Net loss as reported	$ 979,011	$ 631,811	$ 2,889,273
Pro forma net loss	$ 984,596	$ 642,603	$ 2,905,650

10. TAXES ON INCOME

a. Measurement of results for tax purpose under the Income Tax (Inflationary Adjustments) Law, 1985 ("the inflationary adjustments law"):

Under the inflationary adjustments law, results for tax purposes are measured in real terms, in accordance with changes in the Israeli Consumer Price Index ("Israeli CPI"). The Company is taxed under this Law.

b. CARRYFORWARD TAX LOSSES

Carryforward tax losses amount to approximately $1,874 thousand as of December 31, 2001, under the inflationary adjustments law. The carryforward tax losses are linked to the Israeli CPI.

c. TAX ASSESSMENTS

The Company has not received tax assessment since its incorporation.

d. The tax effect of significant items comprising the Company's deferred taxes as of December 31:

	2001	2000
<S>	<C>	<C>
Net operating loss carryforward*	$ 675,000	$ 315,000
Less valuation allowance	(675,000)	(315,000)
Net deferred tax assets	$ --	$ --

* Calculated according to 36% tax rate which is the Company's effective tax rate.

11. RELATED PARTIES TRANSACTIONS AND BALANCES

Related parties are comprised of principal shareholders (10% and up of the Company's share capital) and their subsidiaries and affiliates. During the reported years, the Company's shareholders were comprised of the three founders of the Company and a number of investors. Since December 31, 2001, as a result of the share purchase agreement (see Note 7), the only shareholder is Neoprobe. All transactions with related parties are carried out under normal business conditions.

a. TRANSACTIONS

	YEAR ENDED	
	DECEMBER 31 2001	DECEMBER 31 2000

<S> <C> <C>
Expenses:
Salaries to the Company's founders $ 353,905 $ 278,029
Management fee* $ 4,500 $ 18,000
</TABLE>

* The management fee paid to some of the Company's investors was $1,500 per month. In April 2001, the management fee agreement was cancelled.

b. BALANCE OF AMOUNTS DUE TO/DUE FROM

<TABLE>
<CAPTION>

	AS OF DECEMBER 31	
	DECEMBER 31 2001	DECEMBER 31 2000
<S>	<C>	<C>
Accounts receivable - Neoprobe Corporation	$ 17, 966	$ --
Accounts payable - the Company's founders	$ --	$40,890

</TABLE>

12. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company's financial instruments include cash and cash equivalents, accounts receivable, deposits, assets held for severance benefits and accounts payable. The carrying amounts of these financial instruments approximates fair value.

PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

On December 31, 2001, Neoprobe Corporation (the Company) acquired 100 percent of the outstanding common shares of Cardiosonix Ltd. (Cardiosonix), an Israeli company, for $4.1 million, excluding contingent consideration. The Company accounted for the acquisition under Statement of Financial Accounting Standards (SFAS) No. 141, Business Combinations, and certain provisions of SFAS No. 142, Goodwill and Other Intangible Assets. Cardiosonix is involved in the development and commercialization of blood flow measurement technology. Cardiosonix currently has three products in the late stages of development. As a result of the acquisition, the Company has significantly expanded its portfolio with products that have near-term commercial potential.

The aggregate purchase price included common stock valued at $3,983,042; a liability of $17,966 for payment of vested options of Cardiosonix employees; and acquisition costs of $143,320. The value of the 9,714,737 common shares issued was determined based on the average market price of the Company's common shares over the five-day period before and after the terms of the acquisition were agreed to and announced. The Company also has a contingent payment due upon the satisfaction of a certain milestone event. In accordance with SFAS No. 141, the Company has recorded the lesser of negative goodwill or the contingent liability as if it was a liability in the amount of $453,602. The 2,085,826 common shares to be issued upon satisfaction of the milestone event will be valued at the market price on date the milestone event is reached and those shares become issuable. To the extent that the contingent payment is more than the liability that is accrued at December 31, 2001, the Company will record goodwill.

The unaudited Pro Forma Statement of Operations for the year ended December 31, 2001 gives effect to the acquisition of Cardiosonix as if it had occurred on January 1, 2001. The Pro Forma Statement of Operations is based on historical results of operations of the Company and Cardiosonix for the year ended December 31, 2001, adjusted to reflect amortization of acquired intangible assets. The Pro Forma Statement of Operations and accompanying notes (the Pro Forma Financial Information) should be read in conjunction with and are qualified by the historical financial statements of the Company and Cardiosonix and the notes thereto.

The Pro Forma Financial Information is intended for informational purposes only and is not necessarily indicative of the future results of operations of the consolidated Company after the acquisition of Cardiosonix, or of the results of operations of the consolidated Company that would have actually occurred had the acquisition of Cardiosonix been effective on January 1, 2001.

NEOPROBE CORPORATION AND SUBSIDIARY
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2001

<TABLE>
<CAPTION>

	HISTORICAL			
	NEOPROBE CORPORATION	CARDIOSONIX LTD.	PRO FORMA ADJUSTMENTS	PRO FORMA COMBINED
<S>	<C>	<C>	<C>	<C>
Revenues:				
Net Sales	$ 6,758,895	$ --	$ --	$ 6,758,895
License revenue	825,000	--	--	825,000
Total revenues	7,583,895	--	--	7,583,895
Cost of goods sold	4,385,632	--	--	4,385,632
Gross margin	3,198,263	--	--	3,198,263
Operating expenses:				
Research and development, net	344,675	725,570	--	1,070,245
Selling, general and administrative	2,321,115	271,518	360,243(A)	2,952,876
Acquired in-process research and development	884,678	--	(884,678)(B)	--
Total operating expenses	3,550,468	997,088	(524,435)	4,023,121
Loss from operations	(352,205)	(997,088)	524,435	(824,858)
Other income, net	369,774	18,077	--	387,851
Net income (loss) before income taxes	17,569	(979,011)	524,435	(437,007)
Provision for income taxes	2,616	--	--	2,616
Net income (loss)	$ 14,953	$(979,011)	$ 524,435	$ (439,623)
Net income (loss) per common share:				
Basic	$ 0.00			$ (0.01)
Diluted	$ 0.00			$ (0.01)
Weighted average shares outstanding:				
Basic	25,899,499	9,661,505		35,561,004
Diluted	26,047,485	9,513,519		35,561,004

</TABLE>

See accompanying notes to the pro forma condensed consolidated financial statements.

NOTES TO THE PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

A. To reflect the increase in selling, general and administrative expenses due to the amortization of intangible assets resulting from the acquisition of Cardiosonix on a straight-line basis over periods of four to fifteen years.

B. To reflect the exclusion of acquired in-process research and development resulting from the acquisition of Cardiosonix.

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

NEOPROBE CORPORATION

FORM 10-KSB ANNUAL REPORT
FOR THE FISCAL YEAR ENDED:
DECEMBER 31, 2001

EXHIBITS
EXHIBIT INDEX

<TABLE>
<CAPTION>

Exhibit Number	DESCRIPTION	NUMBER OF PAGES IN ORIGINAL DOCUMENT
<S>	<C>	<C>
3.1.	Complete Restated Certificate of Incorporation of Neoprobe Corporation, as corrected February 18, 1994 and as amended June 27, 1994, July 25, 1995, June 3, 1996, March 17, 1999, and May 9, 2000.	11
3.2.	Amended and Restated By - Laws dated July 21, 1993, as amended July 18, 1995 and May 30, 1996.	15
3.3.	Certificate of Elimination of Neoprobe Corporation filed on May 9, 2000 with the Secretary of State of the State of Delaware.	1
4.1.	See Articles FOUR, FIVE, SIX and SEVEN of the Restated Certificate of Incorporation of the Company (see Exhibit 3.1).	25
4.2.	See Articles II and VI and Section 2 of Article III and Section 4 of Article VII of the Amended and Restated By - Laws of the Company (see Exhibit 3.2).	13
4.3.	Rights Agreement dated as of July 18, 1995 between the Company and Continental Stock Transfer & Trust Company.	47
4.4.	Amendment Number 1 to the Rights Agreement between the Company and Continental Stock Transfer & Trust Company dated February 16, 1999.	3
10.1.25.	Rights Agreement between the Company and Continental Stock Transfer & Trust Company dated as of July 18, 1995 (see Exhibit 4.3).	47
10.1.31.	Amendment Number 1 to the Rights Agreement between the Company	3

	and Continental Stock Transfer & Trust Company dated February 16, 1999 (see Exhibit 4.4).	
10.1.39.	Settlement Agreement among the Company, The Aries Master Fund, The Aries Domestic Fund, L.P., Paramount Capital, Inc., and Paramount Capital Asset Management, Inc. dated January 20, 2000.	5

</TABLE>

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+ The Company will furnish a copy of any exhibit to a beneficial owner of its securities or to any person from whom a proxy was solicited in connection with the Company's most recent Annual Meeting of Stockholders upon the payment of a fee of fifty cents ($.50) a page.

<TABLE>

<S> <C> <C>

10.1.41.	Common Stock Purchase Agreement between the Company and Fusion Capital II, LLC dated November 19, 2001.	23
10.2.26.	Amended and Restated Stock Option and Restricted Stock Purchase Plan dated March 3, 1994.	11
10.2.35.	Restricted Stock Purchase Agreement dated June 5, 1996 between the Company and David C. Bupp.	4
10.2.37.	1996 Stock Incentive Plan dated January 18, 1996 as amended March 13, 1997.	21
10.2.45.	Restricted Stock Purchase Agreement between the Company and David C. Bupp dated May 20, 1998.	3
10.2.48.	Restricted Stock Agreement dated October 23, 1998 between the Company and Brent L. Larson.	4
10.2.50.	Restricted Stock Agreement dated April 30, 1999 between the Company and David C. Bupp. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such agreements differ from the one that is filed herewith.	5
10.2.54.	Restricted Stock Agreement dated March 22, 2000 between the Company and David C. Bupp. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such agreements differ from the one that is filed herewith.	4
10.2.55.	Agreement, Release and Waiver between the Company and Matthew F. Bowman dated March 31, 2000.	6
10.2.59.	Employment Agreement between the Company and David C. Bupp Dated July 1, 2001.	8
10.2.60.	Employment Agreement between the Company and Carl M. Bosch dated October 1, 2001. This Agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details	7

</TABLE>

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<TABLE>

<S> <C> <C>

	in which such agreements differ from the one that is filed herewith.	
10.2.61	Employment Agreement between Cardiosonix Ltd. (formerly Biosonix Ltd.) and Dan Manor dated January 1, 2002.*	15
10.3.1.	Technology Transfer Agreement dated July 29, 1992 between the Company and The Dow Chemical Corporation (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	15
10.3.31.	Cooperative Research and Development Agreement between Company and National Cancer Institute.	67
10.3.45.	License dated May 1, 1996 between Company and The Dow Chemical Company.	9
10.3.46.	License Agreement dated May 1, 1996 between Company and The Dow Chemical Company (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	27
10.3.47.	License and Option Agreement between the Company and Cira Technologies, Inc. dated April 1, 1998.	32
10.3.48.	Restated Subscription and Option Agreement between the Company, Cira Technologies, Inc., Richard G. Olsen, John L. Ridihalgh, Richard McMorrow, James R. Blakeslee, Mueller & Smith, Ltd., Pierre Triozzi and Gregory Noll, dated April 17, 1998.	12
10.3.49.	Restated Stockholders Agreement with the Company, Cira Technologies, Inc., Richard G. Olsen, John L. Ridihalgh, Richard McMorrow, James R. Blakeslee, Mueller & Smith, Ltd., Pierre L. Triozzi and Gregory Noll, dated April 17, 1998.	5
10.3.50.	Share Purchase Agreement between the Company and Biomedical Investments (1997) Ltd. dated January 19, 2000.	12
10.3.51.	Option Agreement between the Company and Reico Ltd. dated February 1, 2000.	9
10.3.52.	Participation Agreement between the Company and Cira, LLC dated November 30, 2000.	5
10.4.32.	Supply Agreement between the Company and eV Products dated December 8, 1997 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	17

</TABLE>

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<TABLE>

<S> <C> <C>

10.4.39.	Distribution Agreement between the Company and Ethicon Endo-Surgery, Inc. dated October 1, 1999 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	48
10.4.45.	Manufacturing and Supply Agreement between the Company and Plexus Corporation dated March 30, 2000 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	22
10.4.46.	Revolving Credit Loan Agreement between the Company and Firstar Bank, N.A. dated January 26, 2001.	38

10.4.47.	Revolving Credit Loan Note between the Company and Firstar Bank, N.A. dated January 26, 2001.	2
10.4.48.	Continuing Security Agreement between the Company and Firstar Bank, N.A. dated January 26, 2001.	17
10.4.49.	Product Supply Agreement between the Company and UMM Electronics, Inc., dated October 25, 2001 (portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission).	20
21.1.	Subsidiaries of the Company	1
23.1.	Consent of KPMG LLP	1
23.2.	Consent of Somekh Chaikin	1
24.1.	Powers of Attorney	9
24.2.	Certified resolution of the Company's Board of Directors authorizing officers and directors signing on behalf of the Company to sign pursuant to a power of attorney.	1

</TABLE>

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+ The Company will furnish a copy of any exhibit to a beneficial owner of its securities or to any person from whom a proxy was solicited in connection with the Company's most recent Annual Meeting of Stockholders upon the payment of a fee of fifty cents ($.50) a page.

EXHIBIT 10.2.60

SCHEDULE IDENTIFYING OMITTED DOCUMENTS

The only particulars in which the attached agreement differs from the omitted agreements are the name of the officer who is a party to the agreement, the annual base salary effective October 1, 2001, the annual base salary effective October 1, 2002, the amount of severance, and the amount of change of control severance.

Name	Annual Base Salary Effective 10/1/2001	Annual Base Salary Effective 10/1/2002	Severance	Change of Control Severance
Rodger A. Brown	$110,000	$125,000	$125,000	$250,000
Brent L. Larson	$135,000	$148,000	$148,000	$296,000

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective as of October 1, 2001 (the "Effective Date"), by and between NEOPROBE CORPORATION, a Delaware Corporation with a place of business at 425 Metro Place North, Suite 300, Dublin, Ohio 43017-1367 (the "Company") and CARL M. BOSCH of Worthington, Ohio (the "Employee").

WHEREAS, the Company and the Employee entered into an Employment Agreement effective as of April 1, 2000 (the "2000 Employment Agreement");and

WHEREAS, the Company and the Employee wish to establish new terms, covenants, and conditions for the Employee's continued employment with the Company through this agreement ("Employment Agreement").

NOW, THEREFORE, in consideration of the mutual agreements herein set forth,

the parties hereto agree as follows:

1. DUTIES. From and after the Effective Date, and based upon the terms and conditions set forth herein, the Company agrees to employ the Employee and the Employee agrees to be employed by the Company, as Vice-President, Instrument Development of the Company and in such equivalent, additional or higher executive level position or positions as shall be assigned to him by the Company's President and CEO. While serving in such executive level position or positions, the Employee shall report to, be responsible to, and shall take direction from the President and CEO of the Company. During the Term of this Employment Agreement (as defined in Section 2 below), the Employee agrees to devote substantially all of his working time to the position he holds with the Company and to faithfully, industriously, and to the best of his ability, experience and talent, perform the duties that are assigned to him. The Employee shall observe and abide by the reasonable corporate policies and decisions of the Company in all business matters.

2. TERM OF THIS EMPLOYMENT AGREEMENT. Subject to Sections 4 and 5 hereof, the Term of this Employment Agreement shall be for a period of twenty-four (24) months, commencing October 1, 2001 and terminating September 30, 2003.

3. COMPENSATION. During the Term of this Employment Agreement, the Company shall pay, and the Employee agrees to accept as full consideration for the services to be rendered by the Employee hereunder, compensation consisting of the following:

   A. SALARY. Beginning on the first day of the Term of this Employment Agreement, the Company shall pay the Employee a salary of One Hundred Thirty-Five Thousand Dollars ($135,000) per year, payable in semi-monthly or monthly installments as requested by the Employee.

   Beginning on October 1, 2002, the Company shall pay the Employee a salary of One Hundred Forty-Eight Thousand Dollars ($148,000) per year, payable in semi-monthly or monthly installments as requested by the Employee.

   B. BONUS. The Compensation Committee of the Board of Directors will, on an annual basis, review the performance of the Company and of the Employee and will pay such bonus as it deems appropriate, in its discretion, to the Employee based upon such review. Such review and bonus shall be consistent with any bonus plan adopted by the Compensation Committee, which covers the executive officers and employees of the Company generally.

   C. BENEFITS. During the Term of this Employment Agreement, the Employee will receive such employee benefits as are generally available to all employees of the Company.

   D. STOCK OPTIONS. The Compensation Committee of the Board of Directors may, from time-to-time, grant stock options, restricted stock purchase opportunities and such other forms of stock-based incentive compensation as it deems appropriate, in its discretion, to the Employee under the Company's Stock Option and Restricted Stock Purchase Plan and the 1996 Stock Incentive Plan (the "Stock Plans"). The terms of the relevant award agreements shall govern the rights of the Employee and the Company thereunder in the event of any conflict between such agreement and this Employment Agreement.

   E. VACATION. The Employee shall be entitled to twenty (20) days of vacation during each calendar year during the Term of this Employment Agreement.

   F. EXPENSES. The Company shall reimburse the Employee for all reasonable out-of-pocket expenses incurred by him in the performance of his duties hereunder, including expenses for travel,

entertainment and similar items, promptly after the presentation by the Employee, from time-to-time, of an itemized account of such expenses.

4. TERMINATION.

A. FOR CAUSE. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement "for cause." Termination "for cause" shall be defined as a termination by the Company of the employment of the Employee occasioned by the failure by the Employee to cure a willful breach of a material duty imposed on the Employee under this Employment Agreement within 15 days after written notice thereof by the Company or the continuation by the Employee after written notice by the Company of a willful and continued neglect of a duty imposed on the Employee under this Employment Agreement. In the event of termination by the Company "for cause," all salary, benefits and other payments shall cease at the time of termination, and the Company shall have no further obligations to the Employee.

B. RESIGNATION. If the Employee resigns for any reason, all salary, benefits and other payments (except as otherwise provided in paragraph G of this Section 4 below) shall cease at the time such resignation becomes effective. At the time of any such resignation, the Company shall pay the Employee the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

C. DISABILITY, DEATH. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement if the Employee has been unable to perform his duties hereunder for a continuous period of six (6) months due to a physical or mental condition that, in the opinion of a licensed physician, will be of indefinite duration or is without a reasonable probability of recovery. The Employee agrees to submit to an examination by a licensed physician of his choice in order to obtain such opinion, at the request of the Company, made after the Employee has been absent from his place of employment for at least six (6) months. Any requested examination shall be paid for by the Company. However, this provision does not abrogate either the Company's or the Employee's rights and obligations pursuant to the Family and Medical Leave Act of 1993, and a termination of employment under this paragraph C shall not be deemed to be a termination for cause.

If during the Term of this Employment Agreement, the Employee dies or his employment is terminated because of his disability, all salary, benefits and other payments shall cease at the time of death or disability, provided, however, that the Company shall provide such health, dental and similar insurance or benefits as were provided to Employee immediately before his termination by reason of death or disability, to Employee or his family for the longer of twelve (12) months after such termination or the full unexpired Term of this Employment

Agreement on the same terms and conditions (including cost) as were applicable before such termination. In addition, for the first six (6) months of disability, the Company shall pay to the Employee the difference, if any, between any cash benefits received by the Employee from a Company-sponsored disability insurance policy and the Employee's salary hereunder. At the time of any such termination, the Company shall pay the Employee, the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

D. TERMINATION WITHOUT CAUSE. A termination without cause is a termination of the employment of the Employee by the Company that is not "for cause" and not occasioned by the resignation, death or disability of the Employee. If the Company terminates the employment of the Employee without cause, (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 below, after the Term of this Employment Agreement has ended) the Company shall, at the time of such termination, pay to the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination and shall provide him with all of his benefits under paragraph C of Section 3 above for the longer of twelve (12) months or the full unexpired Term of this Employment Agreement. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

If the Company terminates the employment of the Employee because it has ceased to do business or substantially completed the liquidation of its assets or because it has relocated to another city and the Employee has decided not to relocate also, such termination of employment shall be deemed to be without cause.

E. END OF THE TERM OF THIS EMPLOYMENT AGREEMENT. Except as otherwise provided in paragraphs F and G of this Section 4 below, the Company may terminate the employment of the Employee at the end of the Term of this Employment Agreement without any liability on the part of the Company to the Employee but, if the Employee continues to be an employee of the Company after the Term of this Employment Agreement ends, his employment shall be governed by the terms and conditions of this Agreement, but he shall be an employee at will and his employment may be terminated at any time by either the Company or the Employee without notice and for any reason not prohibited by law or no reason at all. If the Company terminates the employment of the Employee at the end of the Term of this Employment Agreement, the Company shall, at the time of such termination, pay to the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any reasonable expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

F. SEVERANCE. If the employment of the Employee is terminated by the Company, at the end of the Term of this Employment Agreement or, without cause (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 above, after the Term of this Employment Agreement has ended), the Employee shall be paid, as a severance payment at the time of such termination, the amount of One Hundred Forty-Eight Thousand Dollars ($148,000) together with the value of any accrued but unused vacation time.

G. CHANGE OF CONTROL SEVERANCE. In addition to the rights of the Employee under the Company's employee benefit plans (paragraphs C of Section 3 above) but in lieu of any

severance payment under paragraph F of this Section 4 above, if there is a Change in Control of the Company (as defined below) and the employment of the Employee is concurrently or subsequently terminated (a) by the Company without cause, (b) by the expiration of the Term of this Employment Agreement, or (c) by the resignation of the Employee because he has reasonably determined in good faith that his titles, authorities, responsibilities, salary, bonus opportunities or benefits have been materially diminished, that a material adverse change in his working conditions has occurred, that his services are no longer required in light of the Company's

business plan, or the Company has breached this Employment Agreement, the Company shall pay the Employee, as a severance payment, at the time of such termination, the amount of Two Hundred Ninety-Six Thousand Dollars ($296,000) together with the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of termination and shall provide him with all of this benefits under paragraph C of Section 3 above for the longer of six (6) months or the full unexpired Term of this Employment Agreement. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

For the purpose of this Employment Agreement, a Change in Control of the Company has occurred when: (a) any person (defined for the purposes of this paragraph G to mean any person within the meaning of Section 13 (d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than Neoprobe or an employee benefit plan created by its Board of Directors for the benefit of its employees, either directly or indirectly, acquires beneficial ownership (determined under Rule 13d-3 of the Regulations promulgated by the Securities and Exchange Commission under Section 13(d) of the Exchange Act) of securities issued by Neoprobe having thirty percent (30%) or more of the voting power of all the voting securities issued by Neoprobe in the election of Directors at the next meeting of the holders of voting securities to be held for such purpose; (b) a majority of the Directors elected at any meeting of the holders of voting securities of Neoprobe are persons who were not nominated for such election by the Board of Directors or a duly constituted committee of the Board of Directors having authority in such matters; (c) the stockholders of Neoprobe approve a merger or consolidation of Neoprobe with another person other than a merger or consolidation in which the holders of Neoprobe's voting securities issued and outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or resulting corporation (in the same relative proportions to each other as existed before such event) comprising eighty percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of Neoprobe approve a transfer of substantially all of the assets of Neoprobe to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by Neoprobe or by the holders of Neoprobe's voting securities issued and outstanding immediately before such transfer in the same relative proportions to each other as existed before such event. The parties hereto agree that for the purpose of determining the time when a Change of Control has occurred that if any transaction results from a definite proposal that was made before the end of the Term of this Employment Agreement but which continued until after the end of the Term of this Employment Agreement and such transaction is consummated after the end of the Term of this Employment Agreement, such transaction shall be deemed to have occurred when the definite proposal was made for the purposes of the first sentence of this paragraph G of this Section 4.

H. BENEFIT AND STOCK PLANS. In the event that a benefit plan or Stock Plan which covers the Employee has specific provisions concerning termination of employment, or the death or disability of an employee (e.g., life insurance or disability insurance), then such benefit plan or Stock Plan shall control the disposition of the benefits or stock options.

5. PROPRIETARY INFORMATION AGREEMENT. Employee has executed a Proprietary Information Agreement as a condition of employment with the Company. The Proprietary Information Agreement shall not be limited by this Employment Agreement in any manner, and the Employee

shall act in accordance with the provisions of the Proprietary Information Agreement at all times during the Term of this Employment

Agreement.

6. NON-COMPETITION. Employee agrees that for so long as he is employed by the Company under this Employment Agreement and for one (1) year thereafter, the Employee will not:

A. enter into the employ of or render any services to any person, firm, or corporation, which is engaged, in any part, in a Competitive Business (as defined below);

B. engage in any directly Competitive Business for his own account;

C. become associated with or interested in through retention or by employment any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor, or in any other relationship or capacity; or

D. solicit, interfere with, or endeavor to entice away from the Company, any of its customers, strategic partners, or sources of supply.

Nothing in this Employment Agreement shall preclude Employee from taking employment in the banking or related financial services industries nor from investing his personal assets in the securities or any Competitive Business if such securities are traded on a national stock exchange or in the over-the-counter market and if such investment does not result in his beneficially owning, at any time, more than one percent (1%) of the publicly-traded equity securities of such Competitive Business. "Competitive Business" for purposes of this Employment Agreement shall mean any business or enterprise which:

a. is engaged in the development and/or commercialization of products and/or systems for use in intraoperative detection of cancer, or

b. reasonably understood to be competitive in the relevant market with products and/or systems described in clause a above, or

c. the Company engages in during the Term of this Employment Agreement pursuant to a determination of the Board of Directors and from which the Company derives a material amount of revenue or in which the Company has made a material capital investment.

The covenant set forth in this Section 6 shall terminate immediately upon the substantial completion of the liquidation of assets of the Company or the termination of the employment of the Employee by the Company without cause or at the end of the Term of this Employment Agreement.

7. ARBITRATION. Any dispute or controversy arising under or in connection with this Employment Agreement shall be settled exclusively by arbitration in Columbus, Ohio, in accordance with the non-union employment arbitration rules of the American Arbitration Association ("AAA") then in effect. If specific non-union employment dispute rules are not in effect, then AAA commercial arbitration rules shall govern the dispute. If the amount claimed exceeds $100,000, the arbitration shall be before a panel of three arbitrators. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The Company shall indemnify the Employee against and hold him harmless from any attorney's fees, court costs and other expenses incurred by the Employee in connection with the preparation, commencement, prosecution, defense, or enforcement of any arbitration, award, confirmation or judgment in order to assert or defend any right or obtain any payment under paragraph C of Section 4 above or under this sentence; without regard to the success of the Employee or his attorney in any such arbitration or proceeding.

8. GOVERNING LAW. The Employment Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

9. VALIDITY. The invalidity or unenforceability of any provision or provisions of this Employment Agreement shall not affect the validity or enforceability of any other provision of the Employment Agreement, which shall remain in full force and effect.

10. ENTIRE AGREEMENT.

A. The 2000 Employment Agreement is terminated as of the effective date of this Employment Agreement, except that awards under the Stock Plans granted to the Employee in the 2000 Employment Agreement or in any previous employment agreement or by the Compensation Committee remain in full force and effect.

B. This Employment Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. This Employment Agreement may not be amended except in writing executed by the parties hereto.

11. EFFECT ON SUCCESSORS OF INTEREST. This Employment Agreement shall inure to the benefit of and be binding upon heirs, administrators, executors, successors and assigns of each of the parties hereto. Notwithstanding the above, the Employee recognizes and agrees that his obligation under this Employment Agreement may not be assigned without the consent of the Company.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Employment Agreement as of the date first written above.

NEOPROBE CORPORATION EMPLOYEE

By: /s/ David Bupp /s/ Carl M. Bosch
---------- ----------
David C. Bupp, President and CEO Carl M. Bosch

EXHIBIT 10.2.61

BIOSONIX LTD.

EXECUTIVE EMPLOYMENT AGREEMENT

This Agreement, is entered into as of January 1, 2002, between Biosonix Ltd., an Israeli company limited by shares , with its principal offices located at 6 Haprachim Street, Kfar Mlal, Hod Hasharon, 45110 Israel (hereinafter the "Company") and Dan Manor, I.D No. 65058308, residing at Remez St., P.O. Box 264, Kadima 60920, Israel ("Executive").

WHEREAS, the Company has agreed to employ Executive as its President, and Executive is desirous of and wishes to enter into an employment arrangement on the terms and conditions hereinafter set forth, thereby superseding any previous agreements with the Company regarding his employment;

NOW, THEREFORE, it is agreed as follows:

Section 1. Definitions. As used in this Agreement, and unless the context requires otherwise, the following terms shall have the meanings set forth below:

"Affiliate" shall mean Parent, and any other corporation which, directly or indirectly, controls, is controlled by or is under common control with the Company, or which is a successor in interest to the Company, and for purposes hereof, "control" shall mean the ownership of 50% or more of the voting shares of the corporation in question.

"Basic Salary" shall have the meaning assigned to it in Section 5 of this Agreement.

"Business" shall mean the business conducted by the Company on the date of execution of this Agreement, including business activities under investigation or in developmental stages, all business activities which may be developed by the Company during the Term, and all business activities now conducted by the Company or any Affiliate thereof or which may be developed by the Company or such Affiliates, during the term of this Agreement, as reasonable expansions of their present activities.

"Commencement Date" shall be January 1, 2002.

"Confidential Information" shall include, without limitation by reason of specification, any information, including, without limitation, "know-how," trade secrets, customer lists, pricing policies, operational methods, methods of doing business, technical processes, formulae, software source code, file layouts, flow charts, algorithms, designs and design projects, inventions, research projects, and other business affairs of the Company or its Subsidiaries and Affiliates, which (i) were, is or are designed to be used in or are or may be useful in connection with the business of the Company or any

Subsidiary or Affiliate thereof, or which, in the case of any of these entities, results from any of the research or development activities of any such entity, which (ii) is private or confidential in that it is not generally known or available to the public, except as the result of unauthorized disclosure by or information supplied by Executive or (iii) which gives the Company or any Subsidiary or Affiliate an opportunity or the possibility of obtaining an advantage over competitors who may not know or use such information or who are not lawfully permitted to use the same.

"Employment Year" shall mean each twelve-month period, or part thereof, during which Executive is employed hereunder, commencing on the Commencement Date or the anniversary thereof in any subsequent calendar year.

"Incentive Compensation" shall have the meaning assigned to it in Section 6.

"Net Revenues" shall mean revenues actually received by the Company or

Parent from any third party as a result of the sale, distribution or license of any Product, after deduction of any sales taxes, excise taxes or other taxes paid directly or indirectly by the Company or Parent, as applicable, in relation to the sale, distribution or license of the Products, and net of any royalties or other payments required by the Company to be made to the Chief Scientist of the Ministry of Industry and Commerce of the State of Israel in respect of grants and advances made to the Company.

"Parent" shall mean Neoprobe Corporation, a Delaware, USA corporation.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or government (whether Federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"President" shall mean the President of the Company.

"Product" shall mean any blood flow product based upon the Company's angle independent digital Doppler ultrasound technology, that is sold, distributed or licensed by the Company during the period that Executive is entitled to receive additional compensation pursuant to Section 7 of this Agreement.

"Restricted Period" shall mean the Term of employment of Executive under this Agreement and the twenty-four-month period following termination of Executive's employment for any reason, or such shorter period as may be provided pursuant to any sections of this Agreement; provided, however, that the Restricted Period shall terminate twelve months following the Company's termination of the employment of Executive under Section 10.5 of this Agreement.

"Subsidiary" shall mean any corporation, 50% or more of the outstanding voting shares of which is owned or controlled directly or indirectly by the Company.

"Term" shall mean the term of employment of Executive under this Agreement.

"Termination Date" shall have the meaning assigned to it in Section 10.

"US$" means an amount in New Israeli Shekels equal to the amount stated in US Dollars, calculated according to the representative rate of exchange published by the Bank of Israel, which is known on the date of the relevant payment or calculation under this Agreement.

Wherever from the context it appears appropriate, each word or phrase stated in either the singular or the plural shall include the singular and the plural, and each pronoun stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter.

Section 2. Employment and Duties of Executive.

2.1. Employment; Title; Duties. The Company hereby employs Executive, and Executive hereby accepts appointment as, and his election as, President and Chief Executive Officer of the Company. The Executive shall serve the Company in such capacity or any other equivalent or higher capacity assigned to him, and will render such services as are necessary and desirable to protect and advance the best interests of the Company, acting, in all instances, under the supervision of and in accordance with the policies set by the Board of Directors or President.

2.2. Place of Employment. The principal place of employment of Executive shall be Kfar Mlal, Israel, or such other location within 25 miles of Tel Aviv, Israel where the Company may maintain its principal office (except areas within the jurisdiction of the Palestinian Authority). It is however understood and agreed that Executive may be required, in connection with the performance of his duties, to work from time to time at other locations designated by the President or the Board of Directors of the Company or as required in connection with the Business of the Company. When required to travel to and/or spend time at such other locations, Executive's reasonable traveling

and temporary living expenses shall be reimbursed to him by the Company, upon his submittal of detailed written vouchers, supported by appropriate documentation and subject to the general reimbursement policies of the Company with respect to executive officers.

2.3. Performance of Duties. Executive shall devote substantially all of his working time and efforts to the performance of his duties as an executive of the Company and to the performance of such other duties as are assigned him from time to time by the Board of Directors of the Company or the President. Executive shall not engage in or become employed, directly or indirectly, in the commercial or professional business of any other Person (including himself), without the prior consent of the President or of the Board of Directors of the Company, nor shall he act as a consultant to or provide any services to, whether on a remunerative basis or otherwise, the commercial or professional business of any other Person, without such consent, which, in both instances, may be

given or withheld by the Board of Directors (or the President) in its (or his) reasonable discretion.

2.4. Services to Company and/or its Affiliates. During the term of this Agreement, Executive shall also accept election or appointment, and serve, during all or any part of the Term, as an officer and director of any Affiliate, and perform the duties appropriate thereto, without additional compensation other than as set forth in this Agreement. The Company shall indemnify and hold harmless Executive from any claim asserted against him as an employee, officer or director of the Company to the fullest extent permitted by applicable Israeli law, except that Executive shall not be indemnified for any violations of this Agreement.

Section 3. Term of Employment.

Unless terminated sooner pursuant to Section 10 hereof, the Term of Executive's employment under this Agreement shall commence on the Commencement Date and continue through the end of the second anniversary of the Commencement Date (the "Initial Term"), and thereafter the Term of this Agreement shall be automatically extended for successive one-year periods (the "Extended Term"), unless either the Company or Executive shall have given written notice to the other at least ninety (90) days prior to expiration of the Initial Term or the Extended Term, as applicable, that the Term of this Agreement shall not be so extended.

Section 4. Compensation and Benefits.

The Company shall pay Executive as compensation for all of the services to be rendered by him hereunder during the Term, and in consideration of the various restrictions imposed upon Executive during the Term and the Restricted Period, and otherwise under this Agreement, the Basic Salary and other benefits as provided for and determined pursuant to Sections 5 through 9 of this Agreement.

Section 5. Basic Salary.

The Company shall pay Executive, as global compensation for all of the services to be rendered by him hereunder during the Term, a salary of US$12,083.33 per month (the "Basic Salary"), payable in accordance with the regular payroll practices of the Company for executives, less such deductions or amounts as are required to be deducted or withheld by applicable laws or regulations and less such other deductions or amounts, if any, as are authorized by Executive. The Basic Salary may be increased, but not reduced, from time to time at the discretion of the Board of Directors of the Company.

Section 6. Incentive Compensation.

6.1 Bonus. The Compensation Committee of the Board of Directors of Parent will, on an annual basis, review the performance of Parent and the Company and of Executive will pay such bonus as it deems appropriate, in its discretion, to Executive

based upon such review. Such review and bonus shall be consistent with any bonus plan adopted by the Compensation Committee, which covers the executive officers and employees of the Parent and the Company generally

6.2 Parent Stock Plans. The Compensation Committee of the Board of Directors of Parent may, from time-to-time, grant stock options, restricted stock purchase opportunities and such other forms of stock-based incentive compensation as it deems appropriate, in its discretion, to the Executive under the Parent's Stock Option and Restricted Stock Purchase Plan and the 1996 Stock Incentive Plan (the "Stock Plans").

6.3 Other Plans. In addition to the Basic Salary and the other benefits set forth above, Executive shall be eligible to participate in such other incentive compensation plans or benefit programs as are offered by the Company or Parent from time to time to their executive officers.

Section 7. Additional Compensation. The Company shall pay Executive one third (1/3) of one percent (1%) of the Net Revenues until the first to occur of (i) termination of Executive's employment under this Agreement pursuant to Sections 10.3 or 10.4 only; or (ii) the fifth anniversary of the Commencement Date. Executive agrees that in no event shall the total amount payable to Executive under this Section 7 exceed US$400,000. Amounts payable to Executive under this Section 7 shall be paid by the Company no later than thirty (30) days after the end of each month in which any Net Revenues are received by the Company or Parent.

Section 8. Additional Benefits and Reimbursement for Expenses.

8.1. Additional Benefits. The Company shall provide the additional benefits to Executive during the Term as described below.

(a) The Company shall provide Executive the use of the automobile currently leased by the Company for Executive until the expiration of the remaining lease term, and thereafter, an automobile allowance not to exceed US$450 per month.

(b) The Company shall provide Executive four weeks vacation with pay per Employment Year, subject to a limitation on carryover of unused vacation time from year to year to one week (which the Executive may elect to take as additional vacation in the carryover year, or settle in cash). Executive shall also be entitled to all paid holiday privileges regularly observed by the Company during the Term.

(c) Executive shall be entitled to recreation days and ("dmei havraa") sick days as Israeli law provides.

(d) The Company shall insure Executive under an accepted "Managers Insurance Scheme" to be selected by Executive (the "Insurance Scheme") as

follows: (1) the Company shall pay an amount equal to 5% of the Basic Salary and pay such amount towards the Insurance ("Gemel") and shall deduct 5% from the Basic Salary and pay such amount towards the Insurance for the Executive's benefits; (2) the Company shall pay an amount up to 2.5% of the Executive's Basic Salary towards disability insurance; and (3) the Company shall pay an amount equal to 8 1/3% of the Basic Salary towards a fund for severance compensation. In the event that Executive's employment shall be terminated for any reason either by Executive or by the Company, the Company shall transfer ownership of such Insurance Scheme to Executive. If needed to comply with the requirements of applicable law, the Company shall supplement the amount of such severance compensation according to the insurance policy, to the severance compensation that the Executive will be entitled to in accordance with law.

(e) The Company and Executive shall open and maintain a Education Fund. The Company shall contribute to such Fund an amount equal to 7 1/2% of each monthly salary payment, and Executive shall

contribute to such Fund an amount equal to 2 1/2% of each Basic Salary. The Executive hereby instructs the Company to transfer such Fund the amount of Executive's and the Company's contribution from each Basic Salary payment. In the event that the Executive's employment shall be terminated, for any reason, either by the Executive or by the Company, the Company shall transfer the ownership of the Education Fund to the Executive

8.2. Reimbursement for Expenses. The Company shall pay or reimburse Executive for all reasonable expenses actually incurred or paid by him during the Term in the performance of his services under this Agreement, upon presentation of such bills, expense statements, vouchers or such other supporting information as the Company may reasonably require. The Board of Directors may from time to time require prior approval for individual expense items in excess of pre-established aggregate amounts for a fixed period or in excess of pre-established amounts for any type of expenditure during any fixed period.

Section 9. Taxation and Deductions.

9.1. All taxes and other statutory or legal obligatory payments in connection with the amounts due to the Executive in accordance with this Agreement shall be borne by the Executive.

9.2. The Company will deduct from any amounts due to the Executive in connection with this Agreement, deductions or amounts as are required to be deducted or withheld by applicable laws or regulations, such as income tax, national insurance, health insurance or any other taxes or any statutory or legal obligatory payment, including applicable withholding taxes and will pay such deducted amounts directly to the relevant authorities.

9.3. The Company may deduct from any amounts due to the Executive in connection with this Agreement less such other deductions or amounts, if any, as are authorized by Executive and, as permissible by Law, any debt of the Executive to the Company.

Section 10. Termination of Employment.

10.1. Death. If Executive dies during the Term, (i) his employment under this Agreement shall automatically terminate on the date of his death, and (ii) within thirty (30) days of his death, the Company shall pay his designated beneficiary any unpaid Basic Salary earned by Executive prior to the date of death, the value of any unused but accrued vacation time, and any amounts required to be reimbursed to Executive pursuant to Section 8.2

10.2. Disability. If, during the Term, Executive becomes physically or mentally disabled, whether totally or partially, so that he is unable to perform substantially all his services hereunder for (i) a period of six (6) consecutive months, or (ii) for shorter periods aggregating six (6) months during any twelve (12) month period, the Company may, at any time after the last day of the sixth consecutive month of disability, or after the day on which the shorter periods of disability shall have equaled an aggregate of six (6) months, terminate Executive's employment by written notice to him. The Termination Date hereunder shall be thirty (30) days following the date on which the Company sends written notice of termination under this Section 10.2. In case of any dispute as to whether or not Executive is disabled within the meaning of this Section 9.2, the determination of disability is to be made by a licensed physician selected by the Board of Directors of the Company and acceptable to Executive, in his reasonable judgment, which physician's decision shall be final and binding on the parties hereto. In the event Executive's employment is terminated pursuant to this Section 10.2, the Company shall pay him any unpaid Basic Salary earned through the Termination Date, plus the value of any unused and accrued vacation time and any amounts required to be reimbursed to Executive pursuant to Section 8.2.

10.3. Termination for Cause. If Executive engages in (i) fraud, (ii) embezzlement, (iii) any other crime involving moral turpitude, (iv) gross or willful neglect of duty to the Company, (v) failure to correct a material breach of any of the provisions of this Agreement, on his part to be performed within 30 days of receiving written notice of such breach, (vi) any conduct that

results in substantial damage to the reputation of the Company or any of its Affiliates, or (vii) if Executive persistently refuses or neglects to follow any significant instruction or policy adopted by the Board of Directors of the Company and formally communicated to Executive, and such refusal or neglect continues for 30 days after written notice from the Company of its intent to terminate Executive's employment under this Section, the Company may at any time thereafter terminate Executive's employment hereunder by written notice to him, effective immediately, and, to the extent permissible by law, the date of the notice shall be the Termination Date hereunder. Any such termination shall be deemed to be termination for cause, for purposes of this Agreement. If Executive's employment is

terminated for cause hereunder, then Executive shall be entitled to receive only the following payments: (x) any portion of his Basic Salary accrued to the date of such termination and not theretofore paid to him, (y) the value of any unused but accrued vacation time, and (z) reimbursement for any expenses properly incurred by Executive, and supported by appropriate vouchers, which expenses have been incurred prior to the date of such termination and which have not theretofore been reimbursed. Except as set forth in the immediately preceding sentence, all of Executive's rights to compensation hereunder shall be terminated as of the Termination Date.

10.4. Termination of Employment by Executive. If Executive quits his employment, then he shall be deemed to have been terminated by the Company for cause and shall be subject to the provisions of Section 10.3 hereof. If Executive quits his employment because of a change of his place of employment in violation of Section 2.2, such termination shall be deemed to be a termination without cause under Section 10.5 of this Agreement.

10.5 Termination by the Company Without Cause. The Company may terminate the employment of Executive at any time in its sole discretion, effective thirty (30) days following written notice of termination (which 30th day shall be the Termination Date), and such termination shall not be deemed a breach by the Company of its obligations under this Agreement if the Company fully performs its obligations under this Section 10.5. Termination for cause pursuant to Section 10.3 shall make the provisions of this Section 10.5 inapplicable. If Executive's employment is terminated under this Section 10.5, he shall continue to receive the greater of (i) his Basic Salary for twelve months following the Termination Date or (ii) the total amount obligated to be paid to the Executive under Israeli law due to his termination of employment. Executive's right to receive Incentive Compensation for each completed Employment Year shall remain in effect, and Executive's right to receive Incentive Compensation on account of the year in which the Company has terminated his employment shall be prorated to the Termination Date. The Executive agrees that if the Company is obligated to pay as severance his Basic Salary for twelve months in accordance with (i) above, the Company may deduct from such amount any amounts the Executive receives due to the termination of employment pursuant to Israeli law.

10.6 Cooperation of Executive. During a reasonable period following the Termination Date, Executive shall reasonably cooperate with the Company to assist the integration into the Company's organization of the person or persons who will assume Executive's responsibilities

Section 11. Representations and Warranties by Executive.

Executive hereby represents and warrants, the same being part of the essence of this Agreement that, as of the Commencement Date, he is not a party to any agreement, contract or understanding, and that no facts or circumstances exist which would in any way restrict or prohibit him from undertaking or performing any of his obligations under

this Agreement. The foregoing representation and warranty shall remain in effect throughout the Term.

Section 12. Confidential Information and Proprietary Interests.

12.1. Acknowledgement of Confidentiality. Executive understands and acknowledges that he may obtain Confidential Information in the performance of his services. Executive further acknowledges that the services to be rendered by him are of a special, unique and extraordinary character and that, in connection with such services, he will have access to Confidential Information vital to the Business of the Company, its Subsidiaries and Affiliates. Accordingly, Executive agrees that he shall not, either during the Term or at any time thereafter, (i) use or disclose any such Confidential Information outside the Company, and its Subsidiaries and Affiliates; (ii) publish any works, speeches or articles with respect thereto; or (iii), except as required in the proper performance of his services hereunder, remove or aid in the removal from the premises of the Company, or any Subsidiary or Affiliate, of any Confidential Information or any property or material relating thereto.

The foregoing confidentiality provisions shall cease to be applicable to any Confidential Information which becomes generally available to the public (except by reason of or in consequence of a breach by Executive of his obligations under this Section 12).

In the event Executive is required by law or a court order to disclose any such Confidential Information, he shall promptly notify the Company of such requirement and provide the Company with a copy of any court order or of any law which in his opinion requires such disclosure and, if the Company so elects, permit the Company an adequate opportunity, at its own expense, to contest such law or court order.

12.2. Delivery of Material. Executive shall promptly, and without charge, deliver to the Company on the termination of his employment hereunder, or at any other time the Company may so request, all memoranda, notes, records, reports, manuals, computer disks, videotapes, drawings, blueprints and other documents (and all copies thereof) relating to the Business of the Company, Parent and the Subsidiaries and Affiliates, and all property associated therewith, which he may then possess or have under his control.

12.3. Customer Lists. Executive acknowledges that (i) all lists of customers, resellers, business partners, and vendors of the Company or of its Subsidiaries or Affiliates developed during the course of Executive's employment and/or by the Company are and shall be the sole and exclusive property of the Company, its Subsidiaries or Affiliates, as the case may be, and Executive further acknowledges and agrees that he neither has nor shall have any personal right, title or interest therein; (ii) that such lists are and must continue to be confidential; and (iii) that such lists are not readily accessible to competitors of the Company or its Subsidiaries or Affiliates.

12.4. Ideas, Programs, Etc. During the term of his employment with the Company and for a period of 24 (twenty four) months thereafter, Executive shall promptly and fully disclose to the Company (and to any persons designated by it) all discoveries, or developments generated or conceived or reduced to practice or learned by the Executive, either alone or jointly with others, that relate directly to the business of the Company. Executive agrees that the products of his services on behalf of the Company are works made for hire and all inventions, development of new products or the know-how or the like, relating directly to the business of the Company, in which Executive shall be involved in, during the term of this Agreement (hereinafter "the Inventions"), are and shall be the sole property of the Company, and the Company shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights and protection in connection therewith. Without derogating from the foregoing, and for the avoidance doubt, Executive hereby assigns and transfers to the Company any and all rights he may now have or may in the course of his employment acquire in such Inventions. Executive further agrees to assist the Company in every reasonable and proper way (but at the Company's expense) in connection with all such Inventions to obtain and from time to time enforce patents, copyrights, trademarks, trade secrets, and other rights and protection relating to the said Inventions, worldwide, as the Company may desire, together with any assignments thereof to the Company or persons designated by it. Such obligation to assist the Company shall continue beyond the termination of the Executive's employment by the Company, but the Company shall compensate the Executive at a reasonable rate, after the termination of employment, for time

actually spent by the Executive at the Company's request in providing such assistance. In the event that the Company is unable, after reasonable and serious effort, to secure Executive's signature on any document or documents needed to apply for or prosecute any patent, copyright, trademark, trade secret, or other right or protection relating to any Invention, because of Executive's physical or mental incapacity, and the like, Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his agent and attorney in fact coupled with an interest to act for and on his applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, trade secrets, or similar rights or protection thereon with the same legal force and effect as if executed by Executive.

Section 13. Non-Competition Provisions.

Executive agrees that he will not, during the Restricted Period, compete directly or indirectly with the Business of the Company. The phrase "compete directly or indirectly with the Business of the Company" shall be deemed to include, without limiting the generality thereof, (1) engaging or having a material interest, directly or indirectly, as owner, employee, officer, director, partner, sales representative, stockholder, capital investor, lessor, provider of consultation services or advice, either alone or in association with other, in the operation of any aspect of any type of business or enterprise competitive with the Business or operation of the Company, or any Subsidiary or Affiliate; (2) soliciting any of the employees of the Company, or any Subsidiary or Affiliate, to leave their employment; (3) soliciting any of the employees of the Company or any Subsidiary or Affiliate to become employees of any other Person; or

(4) soliciting any customer of the Company or any Subsidiary or Affiliate, with respect to their business. Similarly, Executive shall not raid, entice or induce any Person who on the Termination Date is, or within one (1) year immediately preceding the Termination Date was, a customer of the Company, Parent, or any Subsidiary or Affiliate, to become a customer of any other Person for products or services the same as, or similar to, those products and services as from time to time shall be provided by the Company or any Subsidiary or Affiliate, and Executive shall not approach any Person for such purpose; nor shall Executive raid, entice or induce any Person who on the Termination Date is, or within one year immediately preceding the Termination Date was, an employee of the Company or any Subsidiary or Affiliate, to become employed by any other Person; similarly, Executive shall not approach any such employee for such purpose or authorize or knowingly approve the taking of such actions by any other Person or assist any such other Person in taking any such action.

The phrase "compete directly or indirectly with the Business of the Company" shall not be deemed to include an ownership interest as an inactive investor, which, for purposes of this Agreement, shall mean only the beneficial ownership of less than five (5%) percent of the outstanding shares of any series or class of securities of any competitor of the Company, which securities of such series or class are publicly traded in the securities market.

It is understood and agreed that the compensation and benefits payable to Executive under this Agreement include an amount specifically intended as consideration for Executive's covenants under this Section 13.

Section 14. Disputes and Remedies.

14.1. Injunctive Relief. If Executive commits a breach, or threatens to commit a breach, of any of the provisions of Section 12 or 13, the Company shall have the following rights and remedies (each of which shall be independent of the other, and shall be severally enforceable, and all of which shall be in addition to, and not in lieu of, any other rights and remedies available to the Company at law or in equity):

(i) the right and remedy to have the provisions of this Agreement specifically enforced by any court having jurisdiction, it being acknowledged by Executive that any such breach or threatened breach will or may cause irreparable injury to the Company and that money damages will or may not provide an adequate remedy to the

Company; and

(ii) the right and remedy to require Executive to account for and pay over to the Company all compensation, profits, monies, increments, things of value or other benefits, derived or received by Executive as the result of any acts or transactions constituting a breach of any of the provisions of Section 12 or 13 of this Agreement, and Executive hereby agrees to account for and pay over all

such compensation, profits, monies, increments, things of value or other benefits to the Company.

14.2. Partial Enforceability. If any provision contained in Section 12 or 13, or any part thereof, is construed to be invalid or unenforceable, the same shall not affect the remainder of Executive's agreements, covenants and undertakings, or the other restrictions which he has accepted in Sections 12 or 13, and the remaining such agreements, covenants, undertakings and restrictions shall be given the fullest possible effect, without regard to the invalid parts.

14.3. Intention of Parties. It is distinctly understood and agreed that the confidentiality, proprietary right, and restrictive covenant provisions of this Agreement have been accepted, and agreed to by Executive, in contemplation of this Employment Agreement and the benefits accruing to Executive as a result thereof. It is therefore the specific intention of the parties, any general considerations of public policy to the contrary notwithstanding, that the provisions of Sections 12 and 13 of this Agreement shall be enforced as written and to the fullest extent possible.

14.4. Adjustment of Restrictions. Despite the prior provisions of this Section 14, if any covenant or agreement contained in Section 12 or 13, or any part thereof, is held by any court of competent jurisdiction to be unenforceable because of the duration of such provision or the geographic area covered thereby, the court making such determination shall have the power to reduce the duration or geographic area of such provision and, in its reduced form, such provision shall be enforceable.

Section 15. Survival.

The provisions of Sections 12, 13, 14 and this Section 15 shall survive termination of this Agreement and remain enforceable according to their terms. In addition, if Executive's employment under this Agreement is terminated other than pursuant to Sections 10.3 or 10.4, then the provisions of Section 7 shall also survive and remain enforceable according to its terms.

Section 16. Severability.

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provisions hereof.

Section 17. Notices.

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if made in writing and delivered personally or mailed by postage prepaid certified or registered mail, return receipt request, accompanied by a second copy sent by ordinary mail, which notices shall be addressed as follows:

If to the Company:

Biosonix Ltd.
6 Haprachim Street
Kfar Mlal
P.O. Box 1044
Hod Hasharon 45110, Israel
Attention: Chief Executive Officer

with a copy to:

David C. Bupp, President
Neoprobe Corporation
425 Metro Place North
Suite 300
Dublin, OH 43017-1367

If to Executive:

Dr. Dan Manor
Remez St., P.O. Box 264
Kadima 60920, Israel

with a copy to:

Emmanuel Kadouch
Sharir, Shiv, Friedman & Co. Law Offices
3 Azrieli Center, Triangular Tower
Tel-Aviv 67023, Israel
Tel: 972-3-6074777
Fax: 972-3-6074778

By notifying the other parties in writing, given as aforesaid, any party may from time to time change its address or the name of any person to whose attention notice is to be given, or may add another person, to whose attention notice is to be given, in connection with notice to any party,

Section 18. Assignment and Successors.

Neither this Agreement nor any of Executive's rights or duties hereunder may be assigned or delegated by Executive. This Agreement is not assignable by the Company except to Parent or any successor in interest which takes over all or substantially all of the Business of the Company, as it is conducted at the time of such assignment. Any corporation into or with which the Company is merged or consolidated or which takes over all or substantially all of the Business of Company shall be deemed to be a successor of the Company for purposes hereof. This Agreement shall be binding upon and, except

as aforesaid, shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 19. Entire Agreement and Waiver.

19.1. Integration. This Agreement contains the entire agreement of the parties hereto on its subject matter and supersedes all previous agreements between the parties hereto, written or oral, express or implied, covering the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect. Without derogating from the generality of the foregoing, the employment agreement dated September 14, 1998 and the Royalty Agreement among the Company, Dan Manor, Eli Levi and Roni Bibi, dated September 30, 2001 (collectively, the "Previous Agreements") are hereby terminated and, unless this Agreement expressly states otherwise, Executive shall not be entitled to any right under the Previous Agreements.

19.2. Personal Agreement. This Agreement is a personal employment agreement, and the provisions of this Agreement are in lieu of the provisions of any collective bargaining agreement. Accordingly and to the fullest extent permitted by law, the Collective Bargaining Agreements Law and any collective bargaining agreement shall not apply to this agreement and to the relationship between the parties.

19.3. No Waiver. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by or on behalf of the party granting such waiver or modification. No waiver by any party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or shall be deemed a waiver of any other breach or default, nor shall it in any way affect any of the other terms or conditions of this Agreement or the enforceability thereof. No failure of the Company to exercise

any power given it hereunder or to insist upon strict compliance by Executive with any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the right of the Company to demand strict compliance with the terms hereof.

Executive shall not have the right to sign any waiver or modification of any provisions of this Agreement on behalf of the Company, nor shall any action taken by Executive, as an officer of the Company, or otherwise, reduce his obligations under this Agreement.

This Agreement may not be supplemented or rescinded except by instrument in writing signed by all of the parties hereto. Neither this Agreement nor any of the rights of any of the parties hereunder may be terminated except as provided herein.

Section 20. Rights of Parent Under this Agreement.

Parent and its successors in interest (but no other Person) shall be deemed to be third party beneficiaries of this Agreement.

Section 21. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed, and the rights and obligations of the parties hereto enforced, in accordance with the laws of Israel. Any litigation concerning any claims under or breach of this Agreement or any other dispute relating to this Agreement shall be brought exclusively in the competent courts in Israel, provided that notwithstanding the foregoing limitation, any such litigation may be brought in any jurisdiction where Executive resides. This Section shall remain in full force and effect after termination of this Agreement.

Section 22. Headings.

The Section and paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, which shall be deemed to be the Commencement Date.

COMPANY:

Biosonix Ltd.

By: /s/ Eli Levi

Its: R&D Manager

EXECUTIVE:

/s/ Dan Manor

Dan Manor

The performance of all of the obligations of the Company under this Agreement is unconditionally guaranteed by Parent.

NEOPROBE CORPORATION

By: /s/ David C. Bupp

David C. Bupp, President

Portions of this Exhibit have been omitted pursuant to a request for confidential treatment and have been filed separately with the Commission.

EXHIBIT 10.4.49

PRODUCT SUPPLY AGREEMENT

This Agreement dated October 25, 2001, by and between NEOPROBE CORPORATION, a Delaware corporation, having an office at 425 Metro Place North, Suite 300, Dublin, Oh 43017 ("Company"), and UMM ELECTRONICS INC., a Delaware Corporation, having an office at 6911 Hillsdale Court, Indianapolis, Indiana 46250 ("UMM");

W I T N E S S E T H:

WHEREAS, Company wishes to have UMM manufacture for it the Product(s) (as hereinafter defined) which are currently being manufactured by a third party;

WHEREAS, Company wishes to have UMM service and repair the Product(s) and certain predecessor products;

WHEREAS, UMM is engaged in the business of manufacturing, servicing and repairing electronic equipment; and

WHEREAS, UMM desires to so manufacture and supply and service and repair the Product(s) for Company:

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.01 "Affiliate(s)" shall mean with respect to a party any other corporation controlling, controlled by or under common control with such party during the term or any extension of this Agreement.

1.02 "Confidential Information" shall mean all information, data and know-how that concerns the business affairs of a party that is not known by or generally available to third parties, and which is disclosed by a party to the other party. Confidential Information may be in tangible or intangible form, including, without limitation, oral or written disclosures, ideas, know-how, drawings, graphs, plans, specifications, models, prototypes, samples, equipment, data, formulas, processes, designs, hardware and software, and information about marketing, costs and suppliers. All written Confidential Information shall be prominently identified as such using appropriate legends, markings, stamps, or other clear and conspicuous written identification that unambiguously indicates that the information being provided is to be considered Confidential Information hereunder. A disclosing party shall identify as Confidential Information only such information as the disclosing party believes in good faith to be proprietary or competition sensitive. Any information that is disclosed other than in tangible or other written form shall be considered Confidential Information but only to the extent that it is identified as Confidential Information at the time of disclosure and is thereafter summarized in written form
which clearly and conspicuously identifies it as Confidential Information. The term Confidential Information shall not mean any information which is previously known to the receiving party without obligation of confidence, as shown by its written records, or without breach of this Agreement, is publicly disclosed either prior or subsequent to receipt by the receiving party of such Confidential Information, or is subsequently rightfully received by the receiving party from a third party without obligation of confidence or disclosure of which is required by subpoena or other legal, administrative, or arbitral process or by law. The fact that a party chooses to transmit Confidential Information to the other party hereto via E-mail shall not in any way release said information from its status as Confidential Information hereunder.

1.03 "Date of Market Introduction" of a Product shall mean the date of the receipt and acceptance by Company of a quantity of twenty (20) units

of the Product meeting the specifications of the DMR for said Product.

1.04 "Defective Product" shall mean a Product manufactured by UMM hereunder that does not function or fails to meet the specifications of the DMR, or has defects in materials or workmanship.

1.05 "DMR" shall mean the Device Master Record for a Product, which shall be maintained in compliance with the QSR. The DMR shall include the specifications, drawings, and manufacturing instructions that enable UMM or a third party to manufacture the Products including a set of quality control parameters suitable for use in acceptance testing of the Products, but excluding applicable software.

1.06 "Engineering Change Notice" or "ECN" shall mean the controlled change process to effect changes to the Products, processes, or documentation

1.07 "FDA" shall mean the United States Food and Drug Administration.

1.08 "Forecast" shall have the meaning set forth in Section 2.04 herein.

1.09 "Forecast Period" shall have the meaning set forth in Section 2.04 herein.

1.10 "Initial Term" shall have the meaning set forth in Section 8.01 hereof.

1.11 "NCNR components" shall mean those parts of the Products orders for which once placed with UMM's suppliers are not cancelable, or that are not returnable once delivered to UMM without payment of a restocking or other fee that Company agrees to pay.

1.12 "Product(s)" shall mean the medical device(s) listed in Schedule 1.12 to this Agreement, as such Schedule may be amended from time to time through written agreement between the parties, that is the subject of a DMR(s).

1.13 "Purchase Orders" shall have the meaning set forth in Section 2.04(b) hereof.

1.14 "QSR" shall mean the Quality System Regulation (21 CFR 820) promulgated by the FDA, as may be amended from time to time during the term of this Agreement.

1.15 "Sustaining Engineering" shall mean the design/drafting services to maintain DMR and associated drawings; the design, analysis and verification testing of design improvements; the support of process validations and quality issues of in-house and sub-tier suppliers; or other engineering services agreed-to in writing by both parties.

ARTICLE II

SUPPLY, SUPPORT AND REPAIR SERVICES

2.01 UMM shall manufacture and sell the Products exclusively to Company at prices established by the parties pursuant to paragraph 3.01 for Company's exclusive resale or use. During the Initial Term of this Agreement, Company shall purchase and take delivery of a minimum of (a) * units of the Model #1017 Product, and (b) * units of the Model #2100 Product, per year. In the event that Company does not meet the minimum purchase requirements during any one (1) year period, UMM shall have the right to adjust the purchase price on all units of the relevant Product(s) purchased by Company during said one (1) year period to reflect the reduced quantity as far as overhead absorption, material costs and labor efficiency are concerned and to invoice Company for such amount as may be agreed between the parties and Company shall pay to UMM such mutually agreed adjusted price.

2.02 During the term of this Agreement, UMM shall be Company's

sole and exclusive source for the Products, provided that (a) UMM provides an adequate and timely supply of the Products to Company in accordance with paragraph 2.04 hereof, and (b) UMM maintains compliance with the QSR and the quality assurance level agreed upon by the parties.

2.03 UMM represents that it will from and after December 31, 2001, maintain sufficient manufacturing capacity to produce the number of Products forecast by Company in its Forecasts submitted pursuant to paragraph 2.04 hereof. Company agrees to purchase a minimum quantity of Products as listed in Schedule 1.11, inclusive of the twenty (20) during the first year after the Date of Market Introduction.

2.04 (a) In order to facilitate UMM's planning of production, Company shall submit not later than the 15th day of each month to UMM an estimate of its requirements for Products (the "Forecast") covering a forward period of not less than twelve (12) months (the "Forecast Period"). The first three (3) months shall be binding on Company on a rolling basis advancing month-by-month and may not be canceled or rescheduled without the prior written agreement of UMM. The remaining nine (9) months forecast is to be used by UMM for planning purposes only and shall not be considered to be firm orders, Company's only obligation with respect thereto being for the cost of any unique NCNR components having a lead time of more than three (3) months on a rolling basis advancing month by month. Company shall submit the initial Forecast promptly after the execution and delivery of this Agreement.

* Portion has been omitted pursuant to a request for confidential treatment and filed separately with the Commission.

(b) Company shall place monthly purchase orders ("Purchase Orders") setting forth the delivery date which shall be a date not earlier than twelve (12) weeks from the date of the Purchase Order against the Forecasts under Clause (a) above for the supply of Products; it being agreed and understood that in the event the UMM discovers that through no fault of UMM a lead time longer than twelve (12) weeks is required due to the requirements of one or more of its suppliers that cannot be reduced by UMM on reasonable commercial terms to enable UMM to meet the lead time of twelve (12) weeks, UMM shall notify Company in writing and said longer lead time shall prevail. UMM shall evidence its receipt of each Purchase Order by signing an acknowledgment copy thereof and returning it to Company within fifteen (15) days after receipt of such Purchase Order from Company. The sole remedy of Company, at law or in equity or otherwise, for the failure of UMM to deliver Products on time shall be to terminate this Agreement or the right of UMM under Section 2.02 hereof to be the sole source for the Products. Company shall submit the initial Purchase Order to UMM not later than thirty (30) days after execution of this Agreement. In case of conflict between the general terms and conditions of a Purchase Order issued by Company and this Agreement, the terms and conditions of this Agreement shall take precedence.

2.05 UMM agrees to warehouse and store on Company's behalf all finished Products in accordance with the terms outlined in Schedule 2.05(a). UMM shall be entitled to invoice Company for Product(s) on the date UMM receives written acceptance from the Company of the Certificate of Conformance for the completed Products and puts the Products into storage. Products stored by UMM shall be ready to ship, F.O.B. UMM's facility, per the Company's written instruction, to the Company or its subcontract distributors listed in Schedule 2.05(b).

2.06 If Company desires to accelerate or reduce any of the deliveries ordered under a Purchase Order or set forth in a binding forecast, it shall so notify UMM and UMM shall make reasonable efforts to meet the request, subject to material and capacity availability. Company shall bear and pay any reasonable extra costs incurred by UMM to meet an accelerated or a reduced schedule, including, without limitation, the cost to UMM of holding inventory. In the event that Company instructs UMM to commence purchasing inventory based upon a forecast (whether binding or not) and prior to the submission of a Purchase Order, and the delivery date(s) foreseen in such forecast slip not due to the fault of UMM, UMM shall invoice Company and Company shall bear and pay the costs incurred by UMM in holding said materials in inventory during said delay. In the event Company is responsible for providing to UMM packaging

material or other material without which UMM can not deliver the Product(s) to Company, and UMM is unable to effect timely delivery of the Product(s) because it has not received said necessary materials, UMM shall be entitled to invoice Company for the completed Product(s) on the originally scheduled delivery date plus the costs of UMM holding said Product(s) in inventory during said delay.

2.07 Company agrees to reimburse UMM for the cost of any and all NCNR components that become obsolete due to changes in the design requested by Company. UMM agrees to make all reasonable effort(s) to return or sell obsolete material.

2.08 All Products shall be sold and delivered per paragraphs 2.05 and 4.03. All invoices shall be due and payable net thirty (30) days from the date of receipt of the invoice.

2.09 UMM shall obtain the written approval of Company prior to making any changes, substitutions, or modifications to the Product(s) or the DMR in accordance with the Change Notification Protocol, a copy of which has been provided to Company. Company shall promptly respond to any such request for approval of changes. It is recognized that UMM may, from time to time, be asked to implement ECNs. The following delineates the proper procedure:

(a) Company will notify UMM in writing of the proposed change. This notification should include the documentation of the change to effectively support UMM's investigation of the impact of this proposal;

(b) Upon receipt of a notice requesting a change, UMM will review and respond to all cost impacts within a reasonable period of time not to exceed thirty (30) days;

(c) All cost impacts and material availability issues will be mutually reviewed and agreed to in writing prior to implementation; and

(d) Emergency ECNs as identified by Company in writing will be immediately implemented at Company's request. Company will be liable for all reasonable costs associated with the implementation of emergency ECNs, except, if the emergency ECN (i) is the result of a defect in the design of the Product(s) provided by UMM, (ii) is the direct result of a defect in a part or sub-component from a supplier to UMM, or (iii) is the direct result of a defect in workmanship by UMM. UMM shall provide for the repair and /or replacement of defective Products identified in (i), (ii) and (iii) at its cost.

2.10 The Products shall be packaged and labeled in accordance with Company's specifications. Company shall prepare the artwork necessary for printing all labels and shall deliver it to UMM as least ten (10) weeks prior to the scheduled delivery from UMM of the first shipment of Products ordered by Company.

2.11 From and after sixty (60) days from the date of this Agreement, UMM shall provide to Company repair service or spare parts for Products and certain predecessor products, on terms and conditions to be agreed upon in a separate agreement. The service agreement shall be concluded within thirty (30) days of this Agreement. Service shall extend to other Company products as well, and shall not be limited to the Products.

2.12 From and after sixty (60) days from the date of this Agreement, UMM shall provide to Company Sustaining Engineering services for Products, on terms and conditions to be agreed upon in a separate agreement. The Sustaining Engineering agreement shall be concluded within thirty (30) days of this Agreement.

2.13. UMM warrants, covenants and agrees that (a) it will maintain an FDA registered facility certified to ISO 9001/EN 46001/ISO 13485, and (b) the Products will be manufactured and supplied by UMM to Company in compliance with all applicable laws, ordinances, rules and regulations, whether local, state or federal, including, but not limited to, the provisions of the federal Food, Drug and Cosmetic Act, and QSR. UMM will provide documentation that the UMM facility complies with FDA published guidelines (as defined in 21 CFR 10.90b) and upon request by Company shall demonstrate such compliance. Company shall have the right upon at least five (5) business days prior notice

in writing to inspect during normal business hours UMM's quality control system, documentation, receiving, shipping, warehousing, and manufacturing processes and facilities for the Product(s).

ARTICLE III

PRICE FOR PRODUCTS; TERMS OF PAYMENT

3.01 UMM agrees to sell and deliver to Company in accordance with paragraph 2.04, and Company agrees to purchase Products from UMM, at the prices listed in Schedule 3.01.

3.02 The price for each Product shall be fixed for a period of one year from the Date of Market Introduction; provided, however, in the event of a material increase in the cost of any material component used in the manufacture of a Product, UMM shall have the right to renegotiate the prices then in effect. Conversely, if UMM or the Company becomes aware of a material decrease in the cost of any material component used in the manufacture of a Product, the Company shall have the right to renegotiate the price then in effect. Not later than ninety (90) days before the first anniversary of the Date of Market Introduction and annually thereafter the parties shall meet and negotiate in good faith the prices for the Products for the ensuing year.

3.03 The prices listed in Schedule 3.01 shall include manufacturing engineering support (not including reengineering of the manufacturing process) provided on an "as needed" basis to ECNs and Non-conforming Material Reports (NMRs) along with Statistical Process Control. Manufacturing and quality engineers, as appropriate, will perform these activities.

3.04 (a) UMM shall perform transfer engineering services required in connection with the transfer of the manufacturing process for the Products from Company's current supplier to UMM, initial qualification of sub-tier suppliers and setting up the production line for a fee of $25,200; it being agreed and understood that said fee (i) assumes that Company's designs, suppliers and manufacturing processes are mature and capable; and (ii) does not include any In Circuit Test ("ICT") fixtures and software if Company's present ICT fixtures and software are incompatible with a new circuit board assembly supplier, PIM board ICT fixture and software development, or Hi-Pot and Burn-in station development and equipment cost.

(b) When UMM validates the manufacturing lines, it shall track first pass yields to understand better the capabilities of Company's designs, suppliers and manufacturing processes. UMM and Company shall then evaluate the need for any non-recurring efforts to resolve mutually agreed quality or yield issues and UMM shall supply those services to Company on a time and materials basis based on (a) actual hours worked at UMM's then current billing rate, and (b) direct expenses incurred and paid to third parties plus fifteen percent (15%), but otherwise excluding any corporate overhead of UMM. Travel expenses for such incremental efforts will be billed at cost plus 5%. Travel expenses shall include mileage at the latest rate determined by the Internal Revenue Service, parking tolls and fares, car rental fees, if required, air fare, if required, and food and lodging away from the home office. Travel time will be billed at the individual's then current billing rate. Video teleconferencing, if utilized, will be billed at $150 per hour for conferences held within the U.S. and $350 for calls involving parties outside the U.S. UMM shall invoice Company no more frequently than bi-weekly for its charges associated with such incremental non-recurring efforts, with payment due from Company within thirty (30) days from the date of UMM's invoice.

3.05 Promptly after execution and delivery of this Agreement, Company shall pay to UMM:

(a) The amount of One hundred Fifty Thousand Dollars ($150,000.00) to be held by UMM as an initial deposit hereunder (the "Initial Deposit"). The Initial Deposit shall bear interest at the rate of four percent

(4%) per annum. UMM shall apply the Initial Deposit and accrued interest against the final invoices rendered by UMM for Products under this Agreement. UMM agrees to review the necessity for and the amount of the Initial Deposit at least annually and also following receipt by UMM of payment by Company for the first two hundred (200) Model 2100 control units manufactured and delivered by UMM under this Agreement.

(b) An amount to be agreed upon promptly after execution and delivery of this Agreement to be held by UMM as a revolving deposit hereunder (the "Revolving Deposit") to cover the cost of material components that, as agreed to by both parties, UMM purchases to support the manufacture of Products beyond the first three months in the Forecast Period and for which delivery cannot be scheduled on a just-in-time basis beyond the first three months in the Forecast Period. Company and UMM agree to review the necessity for and amount of the Revolving Deposit at least quarterly and adjust the amount accordingly to the nearest thousand dollars.

3.06 A late fee of 1 1/2 % per month will be assessed on invoices not paid by Company within the later of thirty (30) days of the date of receipt of the original invoice or ten (10) business days from the Company's receipt of any corrected invoice other than on the amount of said invoices being contested in good faith.

ARTICLE IV

INSPECTION AND QUALITY CONTROL

4.01 UMM shall, at its discretion, either accept or create an internal Quality Assurance Plan(s) that is compliant with the Quality Assurance Plan(s) provided by the Company. The Quality Assurance Plan(s) shall be approved by the Company.

4.02 Prior to the Date of Market Introduction, UMM shall perform at Company's expense (as included in the $25,200 transfer engineering fee provided for in paragraph 3.04) a Process Failure Modes and Effects Analysis (PFMEA) to verify robustness of the manufacturing process. Process Validation testing shall be performed at Company's expense (as included in the $25,200 transfer engineering fee provided for in Paragraph 3.04 above) prior to the start of production to ensure that the equipment and processes operate as designed. Annual Process Qualifications shall be performed by UMM to verify the stability of the production process and to look for improvements in the calibration and test process.

4.03 UMM shall establish and maintain quality records for each unit of Product(s) produced (identified by serial number) consisting of, at a minimum, but not limited to:

(a) Certificate of Conformance;

(b) Label Certification Sheet; and,

(c) Device History Record.

UMM shall present these quality records to Company for immediate inspection by Company on completion of the production cycle, and prior to release of Product into storage per paragraph 2.05. Upon receipt of said records, Company shall perform an immediate inspection of these quality records, and shall within two (2) business days, provide written inspection status (Pass/Reject) to by fax UMM. UMM shall maintain these quality records for a period of time equivalent to each Product's life cycle, plus five (5) years, or as prescribed by applicable medical device regulations, whichever is longer.

4.04 Within fifteen (15) days after delivery of Products into storage per paragraph 2.05, Company shall have the right to conduct its product audit to include a physical inspection of Products delivered thereof in which Products will be compared with the specifications and quality control parameters contained in the Quality Assurance Plan and DMR, and shall inform UMM of the results of such inspection. In the event such inspection by Company reveals

unacceptable variances from the specifications and quality control parameters contained in the Quality Assurance Plan and DMR, Company shall notify UMM (which notice shall specify the manner in which the defective Products fail to meet the specifications in the DMR), and UMM shall have fifteen (15) days in which to verify the variances. Upon the earlier of (a) verification by UMM or (b) the expiration of thirty (30) days from the date of said notice, Company shall have the right to refuse acceptance of the defective or deficient shipment(s) and to require, at the option of UMM, that said Products be replaced or corrected free of charge to the Company. If UMM's inspection results in a finding that the Products are not defective or deficient, UMM shall immediately notify Company of the same and shall resubmit the Products for acceptance. In the event that UMM and Company do not agree on the acceptability of a Product, both parties agree to conduct joint testing and/or inspection. Failure of Company to complete the above-mentioned acceptance inspection within said fifteen (15) day period shall constitute acceptance by Company of the Products, however such acceptance shall not reduce the Warranty coverage for Products provided in accordance with Article VII herein.

ARTICLE V

CONFIDENTIAL INFORMATION

5.01 During the term of this Agreement and for a period of three (3) years after its termination, UMM and Company each agree to hold all Confidential Information of the other party disclosed to it hereunder in confidence and not to disclose such Confidential Information of the other party to any third party, except those who have a need to know such Confidential Information for purposes of carrying out the terms of this Agreement and are bound by a similar obligation of confidentiality and non-use, and not to use such Confidential Information for any purpose other than for the purposes of this Agreement. Thereafter, the right of one party to use

the Confidential Information of the other shall be limited only by the copyright and patent rights of the other party.

5.02 Each party represents to the other that its employees are governed by company regulations that prohibit the disclosure of confidential and proprietary information that may belong to the other party and that such internal regulations will enable it to comply with all of the items of this Agreement.

ARTICLE VI

LICENSE FOR USE OF DMR

6.01 Company hereby grants UMM a non-exclusive, non-assignable, royalty free license to use the DMR to manufacture the Products during the term of this Agreement. Company hereby further grants UMM a royalty free non-assignable license (which may not be sub-licensed except to an Affiliate of UMM) for the use of any manufacturing methods, inventions, or processes developed by UMM for products other than those that compete with the Products.

6.02 UMM hereby grants Company a royalty free license for the use of any manufacturing methods and processes developed by UMM for the Products for use only in connection with the manufacture of any Company Products.

ARTICLE VII

WARRANTIES AND INDEMNIFICATION

7.01 UMM warrants to Company that all Products to be supplied hereunder will upon shipment meet the specifications in the DMR and will be free from defects in materials and workmanship. UMM MAKES NO OTHER WARRANTIES, WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY SPECIFIC OR GENERAL PURPOSE. This limited warranty shall apply for a period of twelve (12) months after the date

of shipment by UMM of the Product from storage at UMM's facilities to the Company or its subcontract distributors per paragraph 2.05, but in no event longer than fifteen (15) months from the date of acceptance by the Company of the Certificate of Conformance for the Product. UMM shall satisfy this warranty requirement by repairing or replacing, at UMM's option, each Defective Product returned to it prior to the expiration of the warranty period. Satisfaction of UMM's warranty shall include the cost of shipping repaired or replaced product, as appropriate. Major components, assemblies or sub-systems purchased by UMM from others shall carry the warranty of the manufacturers thereof. To the maximum extent practical, UMM shall promptly document and return any defective material under warranty from sub-tier suppliers so that these items can be repaired or replaced and used in the respective production and/or service units.

7.02 UMM shall, conduct a failure analysis as required by US Food and Drug Administration ("FDA") regulations, i.e. 21 CFR Parts 820.115 and 820.198(b) with respect to Defective Products returned to it under paragraph 7.01. Such analysis shall be conducted promptly upon receipt by UMM of the subject Defective Product and a results report shall be returned to Company no later than forty-five (45) days after UMM's receipt of the defective Product. The cost of such failure analysis shall be borne by UMM if the analysis confirms that the failure is related to an issue covered by UMM's limited warranty set forth in Paragraph 7.01 above to the Company or by the Company in the absence of such confirmation.

7.03 UMM shall be liable for and shall indemnify, defend and save Company, its shareholders, directors, officers, employees, representatives and agents ("Company Indemnified Parties") harmless against any and all claims, suits, proceedings, recoveries, settlements and damages, including, but not limited to, reasonable attorney and paralegal fees, interest and penalties ("Claims") arising from the death of, or bodily injury to, any person on account of the use of any Product to the extent caused by UMM's failure to deliver such Product in accordance with UMM's warranties as provided in this Agreement.

7.04 Company shall be liable for and shall indemnify, defend and save UMM, its shareholders, directors, officers, employees, representatives and agents ("UMM Indemnified Parties") harmless from and against any and all Claims, whether groundless or not, in connection with (a) any and all injuries, losses, damages, or liability of any kind whatsoever directly or indirectly attributable to the design of the Products (except to the extent designed by UMM) or any omission or misstatement in the literature supplied by Company for use with the Instrument, and (b) the alleged infringement of any patent (including utility models and registered designs), copyrights or other intellectual property rights relating to the design of the Products (except to the extent designed by UMM) and any literature supplied by Company for use with the Instrument.

7.05 In the event any UMM Indemnified Party or Company Indemnified Party seeking indemnification hereunder ("Indemnified Party") should have a Claim hereunder against Company or UMM, as the case may be, hereto ("Indemnifying Party"), which Claim does not involve a Claim being asserted against or sought to be collected from such Indemnified Party by a third party, the Indemnified Party shall as promptly as practical send a notice ("Claim Notice") with respect to such Claim to the Indemnifying Party. Any failure to give or delay in giving the Claim Notice will not waive any rights of the Indemnified Party, except to the extent the rights of the Indemnifying Party are actually prejudiced by such failure or delay. If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days of receipt of a Claim Notice that it disputes a Claim, the amount of such Claim shall be conclusively deemed a liability of the Indemnifying Party hereunder and shall be paid to the Indemnified Party immediately. If the Indemnifying Party has timely disputed its liability with respect to such Claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute.

7.06 In the event of any Claim by an Indemnified Party involving a third party, the Indemnified Party shall promptly notify the Indemnifying Party in writing of said Claim, and, if then determinable, a reasonable estimate of the amount thereof, which in such party's good faith opinion, might be sustained in connection with such Claim. In such event, the

Party shall have the right, exerciseable by giving written notice to the Indemnified Party within thirty (30) days after the giving of such notice by the Indemnified Party, to assume and control the contest and defense or settlement of such Claim, at its own expense, with counsel of its own choice, which counsel shall be reasonably satisfactory to the Indemnified Party; provided that the Indemnifying Party will not agree to any settlement without the written consent of the Indemnified Party (which consent will not be unreasonably withheld) unless such settlement (i) requires no more than a monetary payment for which the Indemnifying Party has irrevocably agreed to indemnify such Indemnified Party hereunder, and (ii) includes a full, unconditional and complete release of such Indemnified Party.

7.07 If the Indemnifying Party agrees to defend such Claim, the Indemnifying Party will have full control of such defense, including any settlement thereof (subject to the rights of the Indemnified Party as set forth in the immediately preceding paragraph), and if requested by the Indemnifying Party, the Indemnified Party agrees to cooperate fully with the Indemnifying Party and its attorneys with respect to such contest and defense at the expense of the Indemnifying Party. The Indemnified Party shall have the right to engage its own counsel and to participate in, but not control, such defense, but the Indemnified Party shall be solely responsible for all fees and expenses of its own counsel.

7.08 If the Indemnifying Party does not agree to defend such Claim or fails to notify the Indemnified Party of its election as herein provided, the Indemnifying Party agrees to pay the reasonable costs and expenses of the Indemnified Party, including, without limitation, reasonable attorneys' and paralegals' fees, interest and penalties incurred in connection with such contest and defense, monthly, against the receipt of invoices with supporting documentation and will promptly pay any judgment rendered against or settlement reached by such Indemnified Party with respect to any such Claim; provided, however, that the Indemnifying Party will not be liable hereunder for any settlement made by any Indemnified Party without its prior written consent, which consent will not be unreasonably withheld. If the Indemnifying Party has timely disputed its liability with respect to such third party claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute. Failing such resolution, either party may elect to commence arbitration as set forth in Paragraph 10.08.

ARTICLE VIII

TERM, TERMINATION AND CANCELLATION

8.01 The term of this Agreement shall begin the date hereof and unless terminated earlier in accordance with paragraph 8.02 shall continue for three (3) years from the Date of Market Introduction (the "Initial Term").

8.02 After the Initial Term, the term shall automatically be extended for successive one (1) year periods, provided, however, that this Agreement may be terminated by UMM or Company upon one hundred and eighty (180) days prior written notice.

8.03 Either UMM or Company may terminate this Agreement for cause. Cause shall be defined as a material breach or repeated non-material breaches of this Agreement which are not cured by the breaching party as quickly as reasonably possible, but in no event longer than sixty (60) days after receipt of written notice demanding such breaches be cured. Cause shall also include the following: (a) the failure, cessation, liquidation or dissolution of the either party's (the "Defaulting Party") business, (b) if the Defaulting Party makes an assignment for the benefit of creditors, files a petition in bankruptcy, applies to or petitions any tribunal for the appointment of a custodian, receiver, intervenor or trustee for such Defaulting Party or a substantial part of such Defaulting Party's assets; or (c) if the Defaulting Party shall commence a proceeding under any bankruptcy, rearrangement of debt,

dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if any such petition or application shall have been filed or proceeding commenced against the Defaulting Party and the Defaulting Party shall not have dismissed the same within thirty (30) days, or if such custodian, receiver, intervenor or trustee shall have been appointed for the Defaulting Party or such party's properties or assets.

8.04 UMM shall have the right from and after the date two (2) years from the Date of 'Market Introduction (the "Grace Period") to terminate this Agreement with respect to a Product upon at least one hundred eighty (180) days prior notice in writing if during a period of two (2) consecutive quarters after the end of the Grace Period the average number of said Product ordered by Company during said two (2) quarters period drops below a rate of seventy-five (75) units per quarter.

8.05 Company agrees to pay UMM, at the time of termination, an amount equal to UMM's standard cost for any and all materials in inventory, or on order for consumption within the Forecast period that is not cancelable or returnable, and any restocking fees, that were purchased by UMM to manufacture Products under this Agreement. UMM agrees to use its best efforts to cancel or return such materials in order to mitigate the total cost to the Company. UMM's standard cost shall mean the actual purchase price for a component, plus the material overhead costs of purchasing, receiving, inspecting and warehousing the component. Any materials paid for by the Company pursuant to this Section 8.05 will be delivered by UMM to the Company.

8.06 Upon termination of this Agreement in accordance with this Article 8 the DMR and all tooling being used by UMM that has been paid for by Company shall be transferred to Company; provided that if this Agreement is terminated by UMM for Cause, the Company first pays UMM any amounts then owing to UMM under this Agreement. UMM shall provide Company with a listing of such tooling within sixty (60) days of termination, and Company shall advise UMM within thirty (30) days of receipt of such listing the disposition of all such tooling. All costs directly related to the transfer of such tooling shall be borne by Company.

ARTICLE IX

INSURANCE

9.01 During the term of this Agreement, and for a period of ten (10) years thereafter if on a claims made basis, UMM shall carry and maintain in force (a) comprehensive general liability insurance with coverage satisfactory to Company, which is at least of the type usually carried by prudent developers and manufacturers of products similar to the Product(s) and which covers risks of the kind customarily insured against by such prudent developers and manufacturers, (b) products liability insurance in an amount not less than Ten Million Dollars ($10,000,000) and (c) workers' compensation insurance as required by law. Upon the execution of this Agreement and at such other times during its term as Company may request, UMM shall provide Company with a certificate of insurance evidencing such coverage hereof. The policies required of UMM pursuant to this Agreement shall provide that they may not be cancelled or changed without at least thirty (30) days notice to Company from the company providing such insurance. The insurer utilized by UMM hereunder shall be an insurance company generally providing insurance of the type required hereunder and shall be reasonably acceptable to the Company.

ARTICLE X

GENERAL PROVISIONS

10.01 The rights and obligations of Articles 5 (Confidential Information), 6 (License for use of the DMR), 7 (Warranties and Indemnification), 8 (Term, Termination and Cancellation), 9 (Insurance) and 10 (General Provisions) shall survive any termination of this Agreement and shall bind the parties and their legal representatives, successors and assigns.

10.02 Each of the parties hereto shall be excused from the performance of its obligations hereunder in the event such performance is

prevented by force majeure and such excuse shall continue as long as the condition constituting such force majeure continues, plus thirty (30) days after the termination of such condition. For purposes of this Agreement, force majeure is defined as follows:

Causes reasonably beyond the control of UMM or Company, including, without limitation, regulations, laws or acts of any government, destruction of production facilities or material by fire, or failure of public utilities or common carriers or embargo.

10.03 Company shall obtain and shall own the necessary governmental registrations and permits for marketing the Product(s) in the United States. In the event of export of the Product(s) by Company or its Affiliates, Company or its Affiliates shall obtain and own the necessary governmental registrations and permits for marketing Product(s) in locations

outside the United States. In the event of export of the Product(s) by Company or its Affiliates or subcontract distributors, Company or its Affiliates or subcontract distributors shall obtain and own the necessary governmental registrations and permits for marketing Product(s) in locations outside the United States.

10.04 In no event shall either party be liable for any consequential damages under this Agreement.

10.05 Company shall have the right, at its own expense, during the term of this Agreement and for one (1) year thereafter, to have an independent public accountant, reasonably acceptable to UMM, examine the relevant financial books and records of account of UMM during normal business hours, upon reasonable notice, to determine or verify the amount of any amounts billed to the Company under Sections 2.04(a), 2.06, 2.07, 3.04, 8.05 or 8.06. If errors of five percent (5%) or more in Company's favor are discovered as a result of such examination, UMM shall reimburse Company for the expense of such examination. As a condition to such examination, the independent public accountant selected by Company shall execute a written agreement, reasonably satisfactory in form and substance to UMM, to maintain in confidence all information obtained during the course of any such examination except for disclosure to UMM as necessary for the above purpose.

10.06 This Agreement and its appendices embody the entire understanding and agreement among the parties and supersedes all previous negotiations, representations, writings and agreements, written or oral, with respect to the development and sale of Product(s).

10.07 All notices, demands and communications provided for in this Agreement shall be in writing and shall be deemed effective by a party upon hand delivery or when mailed, postage prepaid, by registered or certified mail or when sent by telecopy, to the other party or its copy designee at the respective addresses listed below, unless and until such address is changed by giving written notice thereof in like manner.

To Company:
Neoprobe Corporation
425 Metro Place North, Suite 300
Dublin, Oh 43015
Attn: President
Telecopy No.: (614) 793-7520

To UMM:

UMM Electronics Inc.
6911 Hillsdale Court
Indianapolis, IN 46250
Attn: President
Telecopy No.: (317) 576-5044

10.08 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware not including its choice of law rules. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof. Both parties agree to use their best efforts in a good faith attempt to settle as promptly as possible any and all disputes arising from this Agreement or a transaction conducted pursuant to this Agreement; but failing an amicable settlement, such dispute shall be finally settled by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitration proceedings shall be held in New York, New York. The judgment of the arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.

10.09 The parties represent and warrant that, upon expiration of this Agreement, neither party will take any action to impair or diminish the good will or business of the other party.

10.10 No modification, amendment, extension or waiver of this Agreement or any provision hereof shall be binding or effective unless in writing and signed by the President or a Vice President of each of the parties. Furthermore, it is the intention of the parties that this Agreement be controlling over additional or different terms of any order, confirmation, invoice or similar document, even if accepted in writing by both parties.

10.11 All provisions contained in this Agreement shall extend to and be binding upon the parties and their respective successors and assigns. Without the prior written consent of the other party, neither party may assign, transfer or convey any of its rights, duties or interest under this Agreement, nor shall it delegate any of the obligations or duties required to be kept or performed by it hereunder; provided, however, that (a) either party ("Assignor") may, without such consent, assign this Agreement to (i) any of Assignor's Affiliates (provided, however, such assignment shall not relieve Assignor of any of its obligations hereunder) or (ii) a successor in interest of Assignor by merger or operation of law or (iii) a purchaser of all of Assignor's assets provided such purchaser shall have agreed in writing to perform all of Assignor's obligations under this Agreement.

10.12 This Agreement may be executed in one or more counterparts, all of

which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

NEOPROBE CORPORATION

By: /s/ David Bupp

Name: David Bupp
Title: President & CEO

UMM ELECTRONICS INC.

By: /s/ Robert D. Sires

Name: Robert D. Sires
Title: President

SCHEDULE 1.12

PRODUCT(S)

NEOPROBE MODEL #	DESCRIPTION
1017	14mm Reusable Gamma Detection Probe
2100	NEO2000(R) Gamma Detection System Console
2100U	NEO2000(R)Gamma Detection System Console Upgrade(1)

Notes:

1. UMM will provide the capability to upgrade at Company's cost the Model 2000 NEO2000(R)to a Model 2100 configuration

SCHEDULE 2.05
BILL & HOLD ARRANGEMENTS

Company hereby requests that UMM store Products of the types listed in Schedule 1.11 that have been finished, certified complete, packaged and palletized subject to the maximum quantities listed herein and paid for by Company. With respect to Products stored under the terms of this Agreement, Company agrees:

- - to accept title to the Product upon delivery by UMM of the Product into storage;
- - upon delivery by UMM of the Product into storage, to accept the risk of insuring the Product against casualty loss not caused by negligence on the part of UMM; and,
- - acknowledges that from and after the delivery by UMM of Products into storage, UMM has no further performance obligations with respect to stored Product beyond the standard product warranty as specified in the Agreement. Specifically, and not by way of limitation, Company agrees not to hold UMM responsible for making any upgrades or modifications to stored product that was previously certified based on changes made to Product Specifications in the DMR subsequent to the manufacture and certification of such product without prior written agreement with UMM to upgrade or modify said units; and,

UMM agrees:

- - to store designated Product separately from other incomplete products or completed products UMM may choose to manufacture that are in excess of Company's purchase commitments;
- - to provide storage facilities that fully comply with storage requirements for medical devices as specified in ISO9001/EN46002/ISO13485 and U.S. FDA 21C.F.R. Section 820;
- - to periodically provide and/or update certain details regarding the facility in which the Products to be stored: address, type of building construction [i.e., brick, wooden frame, metal siding], fire protection [i.e., sprinkler system, proximity to nearest fire department]); and
- - to charge Company at a rate of $965 per quarter, which amount Company agrees to pay; and, not to ship Product that has been stored without written instruction from an authorized representative of Company.

SCHEDULE 3.01

PRICE LIST

<TABLE>
<CAPTION>

NEOPROBE MODEL #	DESCRIPTION	ANNUAL QTY	PRICE

1017	14mm Reusable Gamma Detection Probe	*	*
2100	NEO2000(R)Gamma Detection System Console	*	*
2100U	NEO2000(R)Gamma Detection System Console Upgrade	*	*
			TBD

* Portion has been omitted pursuant to a request for confidential treatment and filed separately with the Commission.

Exhibit 21.1

SUBSIDIARIES OF REGISTRANT

Neoprobe (Israel), Ltd., an Israeli limited liability company

Cardiosonix, Ltd., an Israeli limited liability company

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

The Board of Directors
Neoprobe Corporation:

We consent to incorporation by reference in the registration statements on Form S-3 (No. 33-76151) and on Form S-8 (Nos. 33-70074, 33-81410, and 333-05143) of Neoprobe Corporation of our report dated March 5, 2002, relating to the balance sheets of Neoprobe Corporation and subsidiary as of December 31, 2001 and 2000, and the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the years then ended. This report appears in the December 31, 2001 annual report on Form 10-KSB of Neoprobe Corporation.

/s/ KPMG LLP

Columbus, Ohio
March 7, 2002

EXHIBIT 23.2

INDEPENDENT AUDITORS' CONSENT

We consent to incorporation by reference in the registration statements on Form S-3 (No. 33-76151) and on Form S-8 (Nos. 33-70074, 33-81410, and 333-05143) of Neoprobe Corporation of our report dated February 28, 2002, relating to the December 31, 2001 (predecessor and successor) and 2000 (predecessor) balance sheets of Cardiosonix Ltd. (a development stage company) and the related statements of operations, shareholders' equity and cash flows for each of the two years ended December 31, 2001 and 2000 (predecessor), for December 31, 2001 (successor) and for the period from August 16, 1998 (inception) to December 31, 2001. This report appears in the December 31, 2001 annual report on Form 10-KSB of Neoprobe Corporation.

Somekh Chaikin
Certified Public Accountants (Israel)
A member of KPMG International

Tel Aviv
March 7, 2002

EXHIBIT 24.1

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 5th day of March, 2002.

/s/ David C. Bupp

David C. Bupp

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the

undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 4th day of March, 2002.

/s/ Brent L. Larson

Brent L. Larson

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 3rd day of March, 2002.

/s/ Reuven Avital

Reuven Avital

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 7th day of March, 2002.

/s/ John S. Christie

John S. Christie

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 5th day of March, 2002.

/s/ Julius R. Krevans

Julius R. Krevans

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 6th day of March, 2002.

/s/ Dan Manor

Dan Manor

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated,

executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 6th day of March, 2002.

/s/ Fred B. Miller

Fred B. Miller

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

Each agent named above is hereby empowered to determine in his discretion the times when, the purposes for, and the names in which, any power conferred upon him herein shall be exercised and the terms and conditions of any instrument, certificate or document which may be executed by him pursuant to this instrument.

This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 6th day of March, 2002.

/s/ Michael P. Moore

Michael P. Moore

POWER OF ATTORNEY

The undersigned who is a director or officer of Neoprobe Corporation, a Delaware corporation (the "Company"), does hereby constitute and appoint David C. Bupp and Brent L. Larson to be his or her agents and attorneys in-fact with the power to act fully hereunder without the other and with full power of substitution to act in the name and on behalf of the undersigned;

- - To sign and file with the Securities and Exchange Commission the Annual Report of the Company on Form 10-K or Form 10-KSB, and any amendments or supplements to such Annual Report; and

- - To execute and deliver any instruments, certificates or other documents which they shall deem necessary or proper in connection with the filing of such Annual Report, and generally to act for and in the name of the undersigned with respect to such filings as fully as could the undersigned if then personally present and acting.

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This Power of Attorney shall not be affected by the disability of the undersigned or the lapse of time.

The validity, terms and enforcement of this Power of Attorney shall be governed by those laws of the State of Ohio that apply to instruments negotiated, executed, delivered and performed solely within the State of Ohio.

This Power of Attorney may be executed in any number of counterparts, each of which shall have the same effect as if it were the original instrument and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, I have executed this Power of Attorney this 6th day of March, 2002.

/s/ J. Frank Whitley

J. Frank Whitley

EXHIBIT 24.2

SECRETARY'S CERTIFICATE

I, Brent L. Larson, certify that I am the duly elected, qualified and acting Assistant Secretary of Neoprobe Corporation, a Delaware corporation (the "Corporation"), that I am authorized and empowered to execute this Certificate on behalf of the Corporation with respect to its Annual Report on Form 10-KSB for the fiscal year ended December 31, 2001, and further certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of the Corporation on March 7, 2002, which resolution remains in full force and effect as of the date of this certificate:

> RESOLVED, that each representative, officer or director who may be required to execute the Corporation's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2001 and any amendment thereof be, and each of them hereby is, authorized to execute a Power of Attorney appointing David C. Bupp and Brent L. Larson as his true and lawful attorney and agent to execute in his name, place and stead (in any capacity) the Annual Report on Form 10-KSB and any amendments thereto, and all instruments necessary or in connection therewith, and to file the same with the Commission, each of which attorney and agent shall have the power to do and perform in the name of and on behalf of each said representative, officer and director, or both, as the case may be, every act whatsoever necessary or advisable to be done in the premises as fully and to all intents and purposes as such representative, officer or director might or could do in person.

IN WITNESS WHEREOF, I have hereunto set my hand as of March 7, 2002.

/s/ Brent L. Larson

Brent L. Larson, Assistant Secretary