

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

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): April 23, 2007

INTEGRATED SURGICAL SYSTEMS, INC.
(Exact name of small Business Issuer as specified in its charter)

Delaware

1-12471

68-0232575

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

1433 N. Freeway Blvd., Suite 1, Sacramento, California

95834

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (916) 285-9943

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to
simultaneously satisfy the filing obligation of the registrant under any of the
following provisions:

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

Item 1.01. Entry into a Material Definitive Agreement.

On April 23, 2007, the Registrant entered into amendments to each of the Asset Purchase Agreement ("Amended APA") and Loan Agreement and Secured Promissory Note ("Amended Loan Agreement") with Novatrix Biomedical, Inc. ("Novatrix"). The Amended APA provides that the purchase price for the sale of substantially all of the assets of the Registrant to Novatrix will be paid at the closing and the amount of consideration will vary depending upon when stockholder approval of the transaction is obtained. In the event that stockholder approval is obtained on or before June 30, 2007, the consideration will be \$4 million; after June 30 but on or before July 31, 2007, \$3.5 million; after July 31 but on or before August 31, 2007, \$3.25 million; and after August 31 but on or before September 30, 2007, \$3 million. The original asset purchase agreement had provided that the Registrant would receive \$2 million of the consideration at closing, and the remaining \$2 million upon the earlier to occur of March 1, 2008 or the date on which the Registrant receives 510(k) clearance from the U.S. Food & Drug Administration for its ROBODOC Surgical Assist System. Further, the Amended APA modifies the date after which Novatrix can terminate the Asset Purchase Agreement from June 30, 2007 to September 30, 2007.

The Amended Loan Agreement extends, from June 30, 2007 to September 30, 2007, the deadline for the Registrant to obtain stockholder approval for the asset transaction in order to avoid being obligated to grant an exclusive license to Novatrix in the Asian markets for the Registrant's ROBODOC and ORTHODOC systems. It also reduces the time, from six months to three months, that the Registrant has to repay outstanding loans due to Novatrix in the event that stockholder approval is not obtained. Further, the Amended Loan Agreement reduces the obligation of Novatrix to loan additional funds to the Registrant from \$2.3

million to \$350,000 per month commencing July 1, 2007 and the first day of each successive month thereafter until the earlier of (i) September 1, 2007 or (ii) such time as stockholder approval has been obtained.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit Number - - - - -	Description - - - - -
10.1	Amendment to Loan Agreement and Secured Promissory Note, dated April 23, 2007.
10.2	Amendment to Asset Purchase Agreement, dated April 23, 2007.

SIGNATURES

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

Integrated Surgical Systems, Inc.
(Registrant)

Dated: April 23, 2007

By: /s/ Ramesh Trivedi

Ramesh Trivedi,
Chief Executive Officer

AMENDMENT TO
LOAN AGREEMENT AND SECURED PROMISSORY NOTE

AMENDED AGREEMENT dated as of April 23, 2007 by and between Integrated Surgical Systems, Inc., a Delaware corporation ("ISS"), and Novatrix Biomedical, Inc., a California corporation ("Novatrix").

WHEREAS, the parties entered into that certain Loan Agreement and Secured Promissory Note dated August 4, 2006 (the "Original Loan Agreement");

WHEREAS, the parties are simultaneously entering into an amendment to that certain Asset Purchase Agreement dated August 4, 2006; and

WHEREAS, the parties wish to amend the Original Loan Agreement as set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph (a) of the Original Loan Agreement is hereby amended to replace the words "June 30, 2007" in the first line thereof in their entirety with the words "September 30, 2007."
2. Section 1.3 of the Original Loan Agreement is hereby amended in its entirety to read as follows:

"\$350,000 per month payable commencing on July 1, 2007 and the first day of each successive month thereafter until the earlier of (i) September 1, 2007 or (ii) such time as Stockholder Approval has been obtained."
3. Section 9.1 of the Original Loan Agreement is hereby amended in its entirety to read as follows:

"Borrower fails to pay timely any of the principal amount due under this Note or any accrued interest or other amounts due under this Note within three (3) months from the date of a meeting of the stockholders of Borrower in which Stockholder Approval is not obtained; or"
4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
6. Any and all terms and provisions contained in the Original Loan Agreement not otherwise amended pursuant to this Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

INTEGRATED SURGICAL SYSTEMS, INC.

By: /s/ Ramesh Trivedi

Name: Ramesh Trivedi
Title: Chief Executive Officer

NOVATRIX BIOMEDICAL, INC.

By: /s/ Soonkap Hahn

Name: Soonkap Hahn
Title: President

AMENDMENT TO
ASSET PURCHASE AGREEMENT

AMENDED AGREEMENT dated as of April 23, 2007 by and between Integrated Surgical Systems, Inc., a Delaware corporation ("ISS"), and Novatrix Biomedical, Inc., a California corporation ("Novatrix").

WHEREAS, the parties entered into that certain Asset Purchase Agreement dated August 4, 2006 (the "Original Asset Purchase Agreement");

WHEREAS, the parties are simultaneously entering into an amendment to that certain Loan Agreement and Secured Promissory Note dated August 4, 2006; and

WHEREAS, the parties wish to amend the Original Asset Purchase Agreement as set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 1.2 of the Original Asset Purchase Agreement is hereby amended in its entirety to read as follows:

"1.2 Purchase Price

As consideration for the sale of the Assets to the Purchaser, at the Closing, the Purchaser shall pay to the Seller, in cash, an amount equal to

- (i) \$4 million in the event that Stockholder Approval (as such term is defined in that certain Loan Agreement and Secured Promissory Note dated August 4, 2006 by and between the Purchaser and the Seller) is obtained on or before June 30, 2007;
 - (ii) \$3.5 million in the event that Stockholder Approval is obtained on or before July 31, 2007;
 - (iii) \$3.25 million in the event that Stockholder Approval is obtained on or before August 31, 2007; or
 - (iv) \$3 million in the event that Stockholder Approval is obtained on or before September 30, 2007."
2. Section 1.4(b)(ii) of the Original Asset Purchase Agreement is hereby amended in its entirety to read as follows:

"(ii) the Purchaser shall pay to the Seller in cash by wire transfer of immediately available funds to an account or accounts designated by the Seller the amount set forth in either Section 1.2(i), (ii), (iii) or (iv), as applicable."

3. Section 8.1(c) of the Original Asset Purchase Agreement is hereby amended by replacing the words "June 30, 2007" in the second line thereof with the words "September 30, 2007."
4. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).
5. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
6. Any and all terms and provisions contained in the Original Asset Purchase Agreement not otherwise amended pursuant to this Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

INTEGRATED SURGICAL SYSTEMS, INC.

By: /s/ Ramesh Trivedi

Name: Ramesh Trivedi
Title: Chief Executive Officer

NOVATRIX BIOMEDICAL, INC.

By: /s/ Soonkap Hahn

Name: Soonkap Hahn
Title: President