

Laurence Ashkin  
Form SC 13G/A  
February 15, 2005

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

**SCHEDULE 13G/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 1)\***

Information to be included in Statements filed pursuant to Rules 13d-1(b), (c), and (d)  
and Amendments thereto filed pursuant to Rule 13d-2(b)\*

**ENNIS, INC.**

(Name of Issuer)

**Common Stock, \$2.50 par value**

(Title of Class of Securities)

**293389102**

(CUSIP Number)

**December 31, 2004**

(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- Rule 13d-1(b)
- Rule 13d-1(c)
- Rule 13d-1(d)

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\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be filed for the purpose of Section 18 of the Securities Exchange Act of 1934 ( Act ) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 293389102

1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)  
Laurence Ashkin
2. Check the Appropriate Box if a Member of a Group (See Instructions)  
(a)   
(b)
3. SEC Use Only
4. Citizenship or Place of Organization  
United States
- |   |    |                                   |
|---|----|-----------------------------------|
| Number of<br>Shares<br>Beneficially<br>Owned by<br>Each<br>Reporting<br>Person With | 5. | Sole Voting Power<br>566,729      |
|   | 6. | Shared Voting Power<br>0          |
|   | 7. | Sole Dispositive Power<br>566,729 |
|   | 8. | Shared Dispositive Power<br>0     |
9. Aggregate Amount Beneficially Owned by Each Reporting Person  
566,729
10. Check if the Aggregate Amount in Row (9) Excludes Certain Shares (See Instructions)
11. Percent of Class Represented by Amount in Row (9)  
2.2%
12. Type of Reporting Person (See Instructions)  
IN

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**\*\*SEE ITEM 4 OF THIS FILING**

**Item 1.**

- (a) Name of Issuer  
Ennis, Inc.
- (b) Address of Issuer's Principal Executive Offices  
2441 Presidential Pkwy.  
Midlothian, Texas 75065

**Item 2.**

- (a) Name of Person Filing  
Laurence Ashkin
- (b) Address of Principal Business Office or, if none, Residence  
c/o Centrum Properties Inc.  
225 West Hubbard Street  
Chicago, Illinois 60610
- (c) Citizenship  
United States
- (d) Title of Class of Securities  
Common Stock, \$2.50 par value.
- (e) CUSIP Number  
293389102

**Item 3.**

- If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:**
- (a)  Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
  - (b)  Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
  - (c)  Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
  - (d)  Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C 80a-8).
  - (e)  An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E);
  - (f)  An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);
  - (g)  A parent holding company or control person in accordance with § 240.13d-1(b)(1)(ii)(G);
  - (h)  A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
  - (i)  A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
  - (j)  Group, in accordance with §240.13d-1(b)(1)(ii)(J).
- Not Applicable.

**Item 4. Ownership**

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

(a) Amount beneficially owned:

Mr. Ashkin is the beneficial owner of 566,729 shares of the Issuer's common stock, \$2.50 par value. Mr. Ashkin owns of record 554,169 shares of the Issuer's common stock, 20,593 of which shares are held in escrow pursuant to a stock pledge and escrow agreement, dated November 19, 2004 (the Escrow Agreement), among certain shareholders of Centrum Acquisition, Inc. (Centrum), including Mr. Ashkin, J.P. Morgan Trust Company, N.A. and the Issuer. In addition, Mr. Ashkin may, under certain circumstances, purchase up to 12,560 shares of the Issuer's common stock pursuant to a restricted stock agreement (the Restricted Stock Agreement), dated November 14, 2004 between John McLinden, Arthur Slaven and certain other shareholders of Centrum.

(b) Percent of class:

As of December 31, 2004, Mr. Ashkin was the beneficial owner of 2.2% of the Issuer's outstanding common stock, \$2.50 par value, based upon 25,412,999 shares of the Issuer's common stock outstanding as of January 7, 2005, as disclosed in the Issuer's Quarterly Report on Form 10-Q (File No. 1-5807) filed on January 10, 2005.

(c) Number of shares as to which the person has:

(i) Sole power to vote or to direct the vote

Mr. Ashkin has sole power to vote or direct the vote of 566,729 shares of the Issuer's common stock.

(ii) Shared power to vote or to direct the vote

Mr. Ashkin does not have shared power to vote or to direct the vote of any shares of the Issuer's common stock.

(iii) Sole power to dispose or to direct the disposition of

Mr. Ashkin has sole power to dispose or direct the disposition of 566,729 shares of the Issuer's common stock.

(iv) Shared power to dispose or to direct the disposition of

Mr. Ashkin does not have shared power to dispose or to direct the disposition of any shares of the Issuer's common stock.

**Item 5. Ownership of Five Percent or Less of a Class**

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following .

**Item 6. Ownership of More than Five Percent on Behalf of Another Person**

See Item 4(a) above.

**Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company or Control Person**

Not Applicable.

**Item 8.**

Not Applicable.

**Identification and Classification of Members of the Group**

**Item 9.**

Not Applicable.

**Notice of Dissolution of Group**

**Item 10.**

**Certification**

By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect.

## Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

February 14, 2005  
Date

/s/ Laurence Ashkin  
Signature

Laurence Ashkin  
Name/Title

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"right">2.65 2/1/2014

10,000 4.31 7/2/2012

6,666 3,334(1) 3.15 6/23/2013

13,333 26,667(2) 0.85 6/4/2014

- (1) Vested with respect to the remaining shares on June 24, 2010.
- (2) Vested with respect to half of the remaining shares on each of June 5, 2010 and will vest with respect to the balance on June 5, 2011.

***Employment Agreements and Payments Upon Termination or Change in Control Provisions Employment Agreements and Other Arrangements.*** We have employment agreements with each of Mr. Kaysen, Mr. Jiwani and Ms. Holman.

*David B. Kaysen.* Effective May 17, 2006, we entered into an employment agreement with Mr. Kaysen, our President and Chief Executive Officer. The agreement provides for an annual base salary of \$255,000, which was increased to \$293,600 effective July 1, 2008 and was maintained at the level for the year ending March 31, 2010. The agreement also provides that Mr. Kaysen is entitled to an annual cash incentive bonus under our Management

Signature

Incentive Plan based on the achievement of annual corporate financial and individual performance objectives approved by our Compensation Committee. The agreement requires that we reimburse Mr. Kaysen for up to \$11,500 annually for his personal life and disability insurance policies, and required that we grant him options, with a 10-year term, to acquire 300,000 shares of our common stock. These options were granted with an exercise price of \$2.50 per share and vested in one-third installments on the start date of his employment and on the first and second anniversaries of his employment.

Mr. Kaysen's employment agreement prohibits him, for one year after his employment terminates, from engaging in competition, directly or indirectly, with us in the development, manufacturing, licensing, marketing or distribution of products or services for diagnosis or treatment of urinary or fecal voiding dysfunctions, and prohibits him during that period from soliciting our employees or customers.

The employment agreement has a one-year term, unless terminated earlier, and will continue to automatically renew on a year-to-year basis. If we terminate the agreement without good cause (as defined in the agreement), we will pay Mr. Kaysen an amount equal to 100% of his then annual base salary as severance pay. However, if we terminate his employment without good cause in connection with a change in control, we will pay him an amount equal to 160% of his then annual base salary as severance pay.

*Mahedi A. Jiwani.* Effective November 14, 2005, we entered into an employment agreement with Mr. Jiwani, our Vice President and Chief Financial Officer. The agreement provides for an annual base salary of

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\$175,000, which was increased to \$200,000 effective July 1, 2008 and was maintained at that level for the year ending March 31, 2010. The agreement also provides that Mr. Jiwani is entitled to an annual cash incentive bonus under our Management Incentive Plan based on the achievement of annual corporate financial and individual performance objectives approved by our Compensation Committee. The agreement required that we grant Mr. Jiwani options to purchase 100,000 shares of our common stock, which we granted at an exercise price of \$3.00 per share and which originally vested 25% on his start date and on each of the first, second and third anniversaries of his start date. On February 2, 2006, the vesting of Mr. Jiwani's options, and all other options, was accelerated to avoid the accounting charge to our earnings associated with the vesting of these options upon our adoption of FAS 123(R).

Mr. Jiwani's employment agreement prohibits him, for one year after his employment terminates, from engaging, directly or indirectly, in any business in competition with Uroplasty's business and prohibits him during that period from soliciting our employees or customers.

The employment agreement has a one-year term, unless terminated earlier, and will continue to automatically renew on a year-to-year basis. If we terminate the agreement without good cause (as defined in the agreement) including if we do not annually renew his employment agreement, we will pay Mr. Jiwani an amount equal to 100% of his then annual base salary and a prorated share of his annual bonus earned as of the termination date assuming 100% milestone achievement as severance pay. We will pay this amount in twelve equal monthly installments provided Mr. Jiwani is not subsequently employed.

*Susan Hartjes Holman.* We also have an employment agreement with Ms. Holman, which was entered into on December 7, 1999. The employment agreement specifies a base salary, which is subject to annual adjustment and was increased to \$198,800 effective July 1, 2008 and was maintained at that level for the year ending March 31, 2010. Ms. Holman is also eligible to receive an annual cash incentive bonus under our Management Incentive Plan based on the achievement of annual corporate financial and individual performance objectives approved by our Compensation Committee.

Either party may terminate Ms. Holman's employment at any time, with or without cause, by providing 30 days written notice to the other party. If Ms. Holman's employment is terminated by us without cause, we would continue to pay her monthly base salary for a period of 12 months.

Contemporaneously with the execution of the employment agreement, Ms. Holman executed an Employee Confidentiality, Inventions, Non-Solicitation and Non-Compete Agreement, under which she agreed not to disclose confidential information, to assign to us without charge all intellectual property relating to our business which is created or conceived during the term of employment, to not encourage employees to leave our employment for any reason and to not compete with us during the term of employment and for a period of eighteen months thereafter.

***Definition of Good Cause, Without Good Cause and Change of Control.*** Under our employment agreements with Messrs. Kaysen and Jiwani, termination for good cause generally means one or more of the following events: (i) the executive's willful breach of his employment agreement; (ii) the executive's gross negligence in the performance or nonperformance of his duties which remains uncured for 30 days; (iii) the executive's willful dishonesty, fraud or misconduct which materially and adversely affect our operations or reputation; or (iv) the executive's conviction of a felony crime which materially and adversely affects our operations or reputation. Termination without good cause generally means one or more of the following events: (i) we impose material and adverse changes, without the executive's consent, in his principal duties (including upon a change of control); (ii) we reduce the executive's base salary without the executive's consent by more than the weighted average percentage reduction made contemporaneously by us of the base salaries of all other executive officers (including upon a change of control); (iii) we do not renew our executive's employment agreement or offer a replacement employment agreement on substantially similar terms; (iv) we relocate the offices at which the executive is principally employed to a location more than 50 miles from the prior location; or (v) we terminate the executive's employment without good cause.

Under the employment agreement with Ms. Holman, cause means one of the following events: (i) the employee is convicted of a felony; (ii) the employee has committed theft or fraudulent act or has acted dishonestly with respect to any business of our company; (iii) the employee has engaged in substance abuse or (iv) the employee has breached any agreement made between the employee and our company.

Under our employment agreements with our executive officers, a change of control generally means any of the following events:

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a majority of our Board no longer consists of individuals who were directors, or who were appointed by directors or successors of directors, who served at the time of the applicable agreement was executed;  
the acquisition of our securities that results in any person owning more than 50% of either our outstanding voting securities or our common stock;  
a sale or other disposition of all or substantially all of the assets of our company (with certain exceptions); or  
the approval by our shareholders of a complete liquidation or our dissolution

**Payments Made Upon Termination Due to Death or Disability.** Generally, in the event a named executive officer's employment is terminated due to death or disability, such officer is entitled to (a) salary and any earned, but unpaid, annual cash bonus, through the date of termination, and (b) exercise all vested options as of the termination date for a period of one year after such termination.

**Acceleration of Stock Options Upon Change in Control.** All stock option awards to our named executive officers which are currently 100% vested were granted under our prior plans. All stock option awards to our named executive officers which are not currently 100% vested were granted under our 2006 Stock and Incentive Plan (the "2006 Plan"). Under the 2006 Plan, in the event of a change in control, whether or not an executive officer's employment is terminated, 100% of the remaining unvested portion of their stock options will immediately vest and be exercisable for the remaining term of the option.

#### **Director Compensation**

Effective October 1, 2008, our non-employee directors receive an annual retainer of \$10,000, payable in cash in four equal quarterly installments of \$2,500, for service on our Board of Directors. In addition, non-employee directors receive \$1,200 for each board meeting attended in-person, \$600 per telephonic meeting, and \$750 for each committee meeting attended. The Chairs of the Board, Audit Committee and Compensation Committee are paid an additional quarterly fee of \$1,750, \$1,000 and \$750, respectively. Payments are made in cash on the last business day of each calendar quarter.

Historically, we have had a policy to automatically grant all non-employee directors stock options upon the director's initial appointment or election to the Board for 45,000 shares of common stock, one-third of which vests on the date of grant and the first and second anniversaries thereafter. Each non-employee director has historically also been granted an annual stock option for 15,000 shares of common stock in conjunction with our annual meeting of shareholders, all of which are vested on the date of grant except that such annual grant does not commence for newly appointed or elected directors until one year following full vesting of the initial grant. Director option grants have an exercise price equal to the closing market price on the date of the grant.

Our Compensation Committee recommended, and our Board of Directors adopted revised fees for our non-employee directors effective July 1, 2010. After July 1, the fees for each member of the Board of Directors who is not also an employee, payable quarterly, will consist of:

- a \$24,000 retainer for each member of the Board;
- annual fees of \$4,000 for each member of the Compensation Committee, \$5,000 to each member of the Audit Committee and \$2,000 for each member of the Nominating and Corporate Governance Committee; and
- annual fees (in addition to the Board retainer and committee fees) of \$8,000 for the Non-Executive Chairman of the Board, \$5,000 to the Audit Committee Chair, \$4,000 for the Compensation Committee Chair and \$2,000 for the Nominating and Corporate Governance Committee Chair.

Further, effective at our annual meeting of shareholders to be held September 14, 2010, and at each subsequent annual meeting of shareholders, and in lieu of the options we previously granted, each director will receive (1) a non-qualified stock option to purchase, at an exercise price equal to the closing price on the NYSE AMEX on such date, a number of shares of the Company's common stock such that the option has a grant date value, based upon a Black-Scholes model (or whatever model then used by the Company to compute compensation expense for such equity awards), equal to \$20,000, and (2) the number of shares of restricted stock as are equal to \$15,000 divided by such closing price. The options will vest with respect to 100% of the shares on the first anniversary of the date of

grant and expire seven years from the date of grant and the restricted stock will vest six months from the date of grant.

We do not provide any form of incentive compensation or other form of stock-based or cash based compensation to our directors, and do not provide perquisites or other forms of compensation, although we do reimburse directors for out-of-town travel to and from board meetings.

**Non-Employee Director Compensation.** The following table shows, for each of our non-employee directors, information concerning annual compensation earned for services in all capacities during the fiscal year ended March 31, 2010. Mr. Kaysen, our President and CEO, does not receive separate compensation for his services as a director.

Name	Fees Earned or Paid in Cash	Stock Option Awards (1)	Total
Thomas E. Jamison	\$ 31,150	\$ 8,250	\$ 39,400
Lee A. Jones	20,650	8,250	28,900
R. Patrick Maxwell	31,100	8,250	39,350
James P. Stauner	23,050	8,250	31,300
Sven A. Wehrwein	28,100	8,250	36,350

(1) Values expressed represents the grant date fair value of options to purchase 15,000 shares of common stock, as computed using the Black-Scholes formula. For a description of the assumptions in such calculation, see Note 3, Shareholders Equity, to our audited financial statements included in our Annual Report on Form 10-K for the fiscal year ended March 31, 2010. As of March 31, 2010, each of Ms. Jones,

Mr. Wehrwein  
and Mr. Stauner  
held options to  
purchase 60,000  
shares of  
common stock  
and each of  
Messrs. Jamison  
and Maxwell  
held options to  
purchase 45,000  
shares.

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**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.**

The following table presents the beneficial ownership of our common stock on June 14, 2010, by each person we know to own more than five percent of our common stock, by each director and executive officer, and by all directors and executive officers as a group. Unless indicated by footnotes, each shareholder possesses sole voting and investment power over its shares. Shares that may be issued upon the exercise of outstanding stock options, warrants or convertible securities within 60 days of June 14, 2010 are considered outstanding for the purpose of calculating the percentage of common stock owned by each person, but not for the purpose of calculating the percentage of common stock owned by any other person.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percent of Common Stock
<b><i>Beneficial Owners of More Than 5%</i></b>		
CystoMedix, Inc. <sup>(1)</sup> c/o Frank Harvey ESQ 7900 Xerxes Ave S, Suite 1500 Bloomington, Minnesota 55431	1,387,144	8.7%
SF Capital Partners Ltd <sup>(2)</sup> c/o Stark Offshore Management, LLC 3600 South Lake Drive St. Francis, Wisconsin 53235	1,232,714	7.8%
Perkins Capital Management <sup>(3)</sup> 730 East Lake Street Wayzata, Minnesota 55391	1,114,602	6.9%
<b><i>Executive Officers and Directors</i></b> <sup>(4)</sup>		
David B. Kaysen	510,216	3.1%
Thomas E. Jamison	93,100	*
Lee A. Jones	67,100	*
R. Patrick Maxwell	151,484	*
James P. Stauner	67,100	*
Sven A. Wehrwein	61,400	*
Larry Heinemann	122,700	*
Susan Hartjes Holman	492,925	3.1%
Mahedi A. Jiwani	198,850	1.2%
Arie J. Koole	50,766	*
Marc Herregraven	98,200	*
All directors and executive officers as a group <sup>(4)</sup> (11 Persons)	1,913,841	11.2%

\* Less than 1%.

(1) Based on an amendment to Schedule 13G filed February 15, 2008.

- (2) Based on an amendment to Schedule 13G filed February 16, 2010. Excludes 704,167 shares of common stock underlying warrants that were subject to exercise caps that precluded the holder from exercising to the extent that it would beneficially own in excess of 4.9% of our outstanding common stock, of which warrants to purchase 500,000 shares expired in April 2010, and warrants to purchase 204,167 shares were exercised in May 2010. Michael A. Roth and Brian J. Stark are the managing members of Stark Offshore Management, LLC, which acts as investment manager and has sole power to direct the management of SF Capital Partners. Messrs. Roth and Stark

disclaim  
beneficial  
ownership.

- (3) Based on an amendment to Schedule 13G filed February 1, 2010. Richard C. Perkins is Executive Vice President and Portfolio Manager of Perkins Capital Management a registered investment advisor. Includes 282,500 shares underlying exercisable warrants as of the date of the Schedule 13G, of which 80,000 expired in April 2010 and 202,500 were exercised in May 2010.
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- (4) Includes for  
Mr. Kaysen  
466,666 shares,  
for Mr. Jamison  
45,000 shares,  
for Ms. Jones  
60,000 shares,  
for Mr. Maxwell  
45,000 shares,  
for Mr. Stauner  
60,000 shares,  
for  
Mr. Wehrwein  
60,000 shares,  
for Mr.  
Heinemann  
70,000 shares,  
for Ms. Holman  
159,166 shares,  
for Mr. Jiwani  
177,500 shares,  
for Mr. Koole  
45,000 shares,  
for  
Mr. Herregraven  
85,000 and for  
all officers and  
directors as a  
group 1,273,332  
shares that may  
be acquired upon  
exercise of  
options that were  
exercisable on,  
or became  
exercisable  
within 60 days  
of, June 14,  
2010. Also  
includes for  
Mr. Kaysen  
20,300 shares,  
for  
Mr. Heinemann  
5,100 shares, for  
Ms. Holman  
5,100 shares, for  
Mr. Jiwani 7,100  
shares, for Mr.

Koole 4,100 shares and for Mr. Herregraven 5,100 shares of restricted stock subject to risk of forfeiture upon termination of employment.

Information regarding securities authorized for issuance under equity compensation plans is set forth under the caption Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities of the original filing of this Annual Report on Form 10-K.

### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.**

#### **Certain Relationships and Related Transactions.**

There were no transactions with related persons during the fiscal year ended March 31, 2010, or that are currently contemplated, in amounts exceeding 1% of our consolidated assets (\$115,700).

Our Audit Committee administers our Code of Ethics and reviews all related party transactions. The Audit Committee generally requires any transaction between Uroplasty and a director or officer, the immediate family of a director or officer, or any entity that a director or officer controls to be reported to our Chief Financial Officer. The Chief Financial Officer, in turn, is obligated to report the transaction to the Committee. Although it has not adopted written standards of approval, the Audit Committee generally considers these transactions consistent with its fiduciary obligations and approves transactions only if they are fair and reasonable, in the best interests of the corporation, and on terms no less favorable than could be obtained from an unaffiliated third party.

#### **Director Independence.**

Our Board reviews the independence of each director. During this review, our Board considers transactions and relationships between each director (and his or her immediate family and affiliates) and Uroplasty and its subsidiaries, as well as transactions with our management, to determine whether any such transactions or relationships are inconsistent with a determination that the director was independent. We circulated questionnaires among our Board members and, conducted an annual review of director independence in June 2010 and our Board determined that no transactions or relationships existed that would disqualify any of our directors under applicable rules and listing standards of the NYSE AMEX Equities ( AMEX ) or require disclosure under Securities and Exchange Commission ( SEC ) rules, with the exception of Mr. Kaysen, who is our executive employee. Based upon that finding, our Board determined that Messrs. Jamison, Maxwell, Stauner, and Wehrwein, and Ms. Jones are independent .

### **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.**

The following table presents the aggregate fees for professional services provided by Grant Thornton, LLP, in fiscal years 2009 and 2010.

	<b>Fiscal Year 2009</b>	<b>Fiscal Year 2010</b>
Audit Fees (1)	\$ 126,363	\$ 125,312
Audit-Related Fees(2)	3,120	6,450
Tax Fees (3)	30,613	13,971
Total	\$ 160,096	\$ 145,733

(1) Audit fees consist of fees for the audit of our annual consolidated financial

statements,  
review of our  
interim  
consolidated  
financial  
statements,  
services  
rendered  
relative to  
regulatory  
filings and  
attendance at  
Audit  
Committee  
meetings.

- (2) Audit-related fees are principally for technical accounting research.
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- (3) Tax fees  
principally  
consist of fees  
for the  
preparation of  
tax returns and  
advice on tax  
audit.

There were no other services provided by Grant Thornton, LLP not included in the captions above during 2009 or 2010.

***Pre-Approval Process***

The Audit Committee pre-approves all audit and permitted non-audit services to be performed for us by its Independent Auditors.

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**SIGNATURES**

In accordance with Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: June 18, 2010

UROPLASTY, INC.

By /s/ David B. Kaysen  
David B. Kaysen  
President and Chief Executive Officer

In accordance with the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title / Capacity	
/s/ David B. Kaysen	President, Chief Executive Officer and Director (Principal Executive Officer)	Dated: June 18, 2010
David B. Kaysen		
/s/ Mahedi A. Jiwani	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	Dated: June 18, 2010
Mahedi A. Jiwani		
R. Patrick Maxwell*	Chairman of the Board of Directors	
Thomas E. Jamison*	Director	
Lee A. Jones*	Director	
James P. Stauner *	Director	
Sven A. Wehrwein*	Director	

\*By /s/ Mahedi A. Jiwani Dated: June 18, 2010

Mahedi A. Jiwani, Attorney in Fact