

**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): **November 19, 2012**

AngioDynamics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

000-50761

(Commission File Number)

11-3146460

(IRS Employer Identification No.)

14 Plaza Drive, Latham, New York

(Address of Principal Executive Offices)

12110

(Zip Code)

(518) 798-1215

(Registrant's telephone number, including area code)

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))
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Item 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 19, 2012, D. Joseph Gersuk, age 62, announced he will retire from AngioDynamics, Inc. (the “Company”) effective January 31, 2013. Pursuant to the terms of a Retirement and Separation Agreement, Mr. Gersuk will receive continuation of his current base salary and benefits from February 1, 2013 through September 30, 2013 in accordance with the Company’s customary payroll practices, payment of accrued and unused vacation pay, and a pro-rated portion of any bonus that the Company’s Compensation Committee determines is earned and payable to the Company’s executives for the fiscal year ended May 31, 2013. In addition, all equity awards held by Mr. Gersuk will continue to vest and become exercisable in accordance with their terms through January 31, 2015.

The foregoing description of the Retirement and Separation Agreement is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.1 and the terms of which are incorporated herein by this reference.

Also on November 19, 2012, the Company announced the hiring of Mark T. Frost, effective November 30, 2012. Mr. Frost will succeed Mr. Gersuk as CFO no later than January 31, 2013. Most recently, Mr. Frost, age 49, served as Chief Financial Officer and Senior Vice President of Administration of Albany Molecular Research Inc., a global drug services company, from December 2004 through September 2012. Prior to Albany Molecular Research Inc., Mr. Frost served five years as vice president of finance at Smith & Nephew Endoscopy, a global medical device division of Smith & Nephew PLC, from September 1999 through November 2004. Prior to that time, Mr. Frost was employed by General Electric for 14 years, where he last served as Chief Financial Officer of Groupe Sovac Auto Financial Services based in Paris, France. Mr. Frost earned a Bachelor of Arts in International Relations/Economics from Colgate University in Hamilton, New York in 1985, and completed the global executive program at INSEAD in 2002.

Mr. Frost does not have any family relationships with any of the Company’s directors or executive officers and is not a party to any transactions listed in Item 404(a) of Regulation S-K.

The Company and Mr. Frost entered into an Employment Arrangement, effective as of November 30, 2012. Mr. Frost will receive a base salary of \$345,000 per year and be eligible for annual bonuses at a target level of 50% of his base salary. In addition, under the Employment Arrangement, Mr. Frost will receive (i) an executive car allowance of \$1,200 per month, and (ii) reimbursement of up to \$1,500 for legal fees incurred by Mr. Frost in the review of the Employment Arrangement. Mr. Frost will also be eligible to participate in the benefit and perquisite plans and programs generally available to senior executives of the Company, including health insurance, life and disability insurance, The Employee Stock Purchase Plan, 401(k) plan and flexible spending plan.

Mr. Frost's employment may be terminated by either party at any time. If Mr. Frost's employment is terminated by the Company other than (1) in connection with a change in control of the Company (as defined in the Change in Control Agreement described below) or (2) as a result of Mr. Frost's (a) willful and persistent failure to substantially perform his duties with the Company (other than any failure resulting from disability); (b) engaging in willful and persistent conduct that is injurious to the Company or its subsidiaries, monetarily or otherwise; or (c) conviction of (i) a felony or (ii) a misdemeanor involving fraud, dishonesty, or moral turpitude (and which, in the case of (a) and (b), is not rectified within a reasonable time after Mr. Frost's receiving notice thereof) (clauses (a) through (c) hereof collectively referred to herein as "Cause"), the Company will pay Mr. Frost (1) if his employment is terminated prior to the first anniversary of his start date, his base salary for a 12 month severance period, or (2) if Mr. Frost's employment is terminated after the first anniversary of his start date but prior to the second anniversary of his start date other than for cause and following the Company's appointment of a new CEO, a severance benefit equal to his base salary for a 12 month severance period. If Mr. Frost's employment is terminated by the Company without Cause after the first anniversary of his start date (or after the second anniversary of his start date if the Company appoints a new CEO, Mr. Frost will be eligible to receive a severance payment in accordance with the Company's then current severance policy.

In addition, effective November 30, 2012, the Company entered into a change in control agreement with Mr. Frost (the "Change in Control Agreement"). The Change in Control Agreement has an initial term ending December 31, 2012, and each year will automatically renew for an additional one year term, provided however, that if a Change in Control occurs the term shall expire no earlier than 12 calendar months after the calendar month in which such Change in Control occurred. "Change in Control" is generally defined as any of the following: (i) a person is or becomes a beneficial owner of more than 40% of the Company's voting securities (ii) the composition of a majority of the Company's board changes (iii) the Company consummates a merger or consolidation or (iv) the shareholders approve a plan of liquidation or sale of substantially all of the Company's assets. The Change in Control Agreement provides, among other things, that if a Change in Control occurs during the term of the Agreement, and Mr. Frost's employment is terminated either by the Company or by Mr. Frost, other than (a) by the Company for Cause, (b) by reason of death or disability, or (c) by Mr. Frost without Good Reason, Mr. Frost will receive a severance payment equal to 1.5 times his annual base salary plus unpaid and prorated annual bonus amounts and earned but unused vacation time.

For purposes of the Change in Control Agreement, "Cause" is generally defined as Mr. Frost's (i) willful and continued failure to substantially perform his duties with the Company as such duties were in effect prior to any change therein constituting Good Reason (other than due to disability or after the occurrence of an event constituting Good Reason); (ii) engaging in willful conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise; (iii) insubordination, as defined from time to time by the Board; or (iv) conviction of (a) a felony or (b) a crime involving fraud, dishonesty or moral turpitude. For purposes of the Change in Control Agreement, "Good Reason" is generally defined as the occurrence after any Change in

Control, of (i) the assignment to Mr. Frost of any duties inconsistent with or any substantial alteration of his position in the Company immediately prior to the Change in Control or a reduction in his title; (ii) a reduction by the Company in Mr. Frost's annual base salary; (iii) a significant reduction in Mr. Frost's compensation, benefits or reimbursements which is not replaced with substantially equivalent compensation, benefits or reimbursements; (iv) the Company's failure to pay or provide any amount or benefit that the Company is obligated to pay or provide to Mr. Frost; (v) the Company's failure to pay Mr. Frost a bonus, for each fiscal year following a Change in Control and during the term, at least equal to 80% of a specified bonus amount; (vi) the relocation of Mr. Frost's principal place of employment which increases his commuting time or the Company's requiring Mr. Frost to travel on business other than to an extent substantially consistent with his business travel obligations prior to the Change in Control; (vii) a significant adverse change occurs, whether of a quantitative or qualitative nature, in the indemnification protection provided to Mr. Frost for acts and omissions arising out of his service on behalf of the Company or any other entity at the request of the Company; or (viii) the Company fails to obtain the assumption of this Agreement by the Company's successor.

Payment made under the Change in Control Agreement is generally made in a lump sum within thirty days following termination subject to delay if required by Section 409A of the Internal Revenue Code. In addition, the Change in Control Agreement provides that in the event that the severance and other benefits provided for in the Agreement or otherwise payable to the executive would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Service Code, the benefits under the agreement will be either delivered in full, or delivered to a lesser extent which would result in no portion of the benefits being subject to such excise tax, whichever is more beneficial to Mr. Frost.

The foregoing descriptions of the Change in Control Agreement is qualified in its entirety by the text of the agreement, a copy of which is attached hereto as Exhibit 10.2 and the terms of which are incorporated herein by this reference.

A copy of the press release pursuant to which the Company announced the hiring of Mr. Frost and the retirement of D. Joseph Gersuk is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Retirement and Separation Agreement and General Release, dated November 19, 2012, between AngioDynamics, Inc. and D. Joseph Gersuk
10.2	Change in Control Agreement, effective November 30, 2012, between AngioDynamics, Inc. and Mark T. Frost
99.1	Press release dated November 19, 2012

SIGNATURE

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.

ANGIODYNAMICS, INC.
(Registrant)

Date: November 21, 2012

By: /s/ D. Joseph Gersuk

Name: D. Joseph Gersuk
Title: Executive Vice President and
Chief Financial Officer

RETIREMENT AND SEPARATION AGREEMENT AND GENERAL RELEASE

This is a Retirement and Separation Agreement and General Release ("Agreement") between AngioDynamics, Inc. ("Employer") and D. Joseph Gersuk ("Employee") in complete settlement of all issues concerning Employee's retirement and termination of employment with Employer. As used in this Agreement, "Employer" shall mean AngioDynamics, Inc. and its parent(s), subsidiaries, predecessors, divisions, affiliates, successors, assigns, and all of its and their current and former directors, officers, employees, and agents (in their individual and representative capacities); "Employee" shall include D. Joseph Gersuk and his heirs, executors, administrators, and assigns.

TERMS

For mutual consideration, including Employee's right to receive certain payments and benefits under this Agreement, and the Employer's right to be free from legal action initiated by, or on behalf of Employee, the parties agree to the following:

1. **Termination of Employment.** Employee's last day of active employment with the Employer will be January 31, 2013. (hereinafter "Retirement Date"). The employment relationship is permanently and irrevocably severed, and the Employer has no obligation to re-employ Employee.
2. Within fifteen (15) days of Retirement Date, Employer has provided or will provide the following, provided that Employee fully complies with all obligations under this Agreement, including the requirement to transition all responsibilities as determined and required by Employer by January 31, 2013.
3. **Payment and Benefits.** After the Employer receives the executed original of this Agreement, Employee will be eligible to receive the following from the Employer:
 - a. **Severance.** Employer shall provide base salary continuation payment from February 1, 2013 to September 30, 2013, at regular payroll intervals and subject to applicable withholdings and deductions.
 - b. **Stock Options and Restricted Stock Units.** All equity awards held by Employee shall be governed by the terms of the 2004 Stock and Incentive Award Plan, as amended (the "Plan"), and the applicable grant agreements. Pursuant to Employee's retirement, Employer and Employee shall enter into amendments of the applicable agreements which shall provide for continued vesting of all equity awards held by Employee through January 31, 2015. In addition, each grant agreement amendment with respect to an option agreement shall include terms providing that Employee shall have three months from January 31, 2015 to exercise any vested options pursuant to the terms of the Plan and the applicable grant agreement, unless such options shall earlier terminate pursuant to their terms. The grant agreement amendments shall be substantially in the form attached hereto as Exhibit A-1 and Exhibit A-2.
 - c. **Payment for accrued but unused vacation pay;**
 - d. **Bonus.** In the event that the Compensation Committee of the Board of Directors of Employer determines that a bonus is earned and payable under the FY13 Sr. Executive Incentive Compensation Plan, a pro-rated portion of the bonus for June 1, 2012

through November 30, 2012, (6/12 of target) will be paid to Employee in accordance with the customary payment schedule and practices of Employer.

e. Employer offers continuation of group health, dental, vision and prescription drug coverage maintained by Employer ("Health Plan") in which Employee is enrolled on the Retirement Date, pursuant to the continuation coverage and requirements of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), measured from the Retirement Date. Notification of conditions to continue these benefits will be provided to Employee as required by COBRA regulations. Coverage is subject to the terms of the Health Plan. Employer reserves and retains the right to select the health care provider of such Health Plan and makes no promises, express or implied, with regard to specific coverage provided or premiums charged. If Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA, the Employer will provide payments on behalf of the Employee for the COBRA premiums (at the coverage levels in effect immediately prior to Employee's termination) until the earlier of (i) a period of eight (8) complete months from February 1, 2013 to September 30, 2013, (ii) until Employee has secured other employment, or (iii) the date Employee is no longer eligible to receive continuation coverage pursuant to COBRA.

4. Except as provided in paragraph "3", all other employee benefits will cease on the Retirement Date.

5. Consultation and Transition.

a. Employee shall consult with the Employer on an as-needed basis and shall fully cooperate with the Employer in transitioning all pending matters, including but not limited to, responding to all questions concerning pending business matters and projects, plans, locating files, documents, records, data of any type, and explain any processes, negotiations, or other business matters. Employee will also satisfactorily perform all expectations established by the Employer for the transition of duties.

b. Employee agrees to maintain a positive attitude, a high level of professionalism and acceptable productivity levels.

c. Employee also agrees to provide reasonable assistance to the Employer and cooperate with the Employer in relation to its prosecution or defense of any litigation or other controversies, if Employee has, either directly or indirectly, any documents or information that could lead to the discovery of admissible evidence in such litigation or controversies.

6. Other Payments and Benefits. Employee understands that the payments described in paragraph "3" shall be in lieu of, and not in addition to, any payments to which Employee might otherwise be entitled under any retirement, severance or separation pay policy sponsored by the Employer or any other plan, policy, or benefit provided or sponsored by the Employer. Employee acknowledges that the payments provided for herein include the entire amount of consideration to which Employee is entitled. Employee agrees not to seek any further compensation in connection with the matters encompassed in this Agreement or arising from Employee's employment with the Employer.

7. Employee Release. Employee knowingly RELEASES AND DISCHARGES Employer from all claims, actions, causes of action, suits, charges, damages and demands whatsoever, in law or equity, which Employee ever had, has or hereafter may have against Employer, directly or indirectly, whether known or unknown, from the beginning of his/her employment to the date of this Agreement. Employee acknowledges that this Release includes all claims arising out of his employment and the termination of that employment, whether before courts, administrative agencies, or other forums wherever situated, including but not limited to all claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act, as amended, the Fair Labor Standards Act, the National Labor Relations Act, as amended, the Equal Pay Act, the Family and Medical Leave Act, as amended, the Employee Retirement Income Security Act (ERISA), the Occupational Safety and Health Act, as amended, the New York Human Rights Law, the New York Labor Law, the nondiscrimination and/or retaliation provisions of the New York Workers' Compensation Law, and any other federal, state or local employment laws and regulations, and all common law claims of the State of New York, including, but not limited to, claims of express or implied contract, wrongful discharge, defamation, slander, intentional and negligent infliction of emotional distress, and all claims for attorneys' fees, costs and expenses, and any other claims arising out of or related to Employee's employment with Employer, and the termination of that employment, but specifically excepting from this Release Employer's obligations to Employee under this Agreement. The payments set forth in paragraph "3" are contingent on Employee executing and providing to Employer the General Release attached as Appendix "A" on the Retirement Date. If Employee fails to sign the General Release, Employer shall have no obligation to make any separation payments under this Agreement, but all other terms of this Agreement shall remain in effect.

8. Covenant Not to Sue. Except as described in paragraph "9" below, Employee represents and warrants that Employee has not filed and will not file any claim, charge or lawsuit (civil, administrative or criminal) against the Employer, either individually in any type of proceeding or as a member of a class, based upon acts, occurrences or events occurring prior to the signing of this Agreement. If Employee breaches this provision and files an action falling within its scope, Employee agrees to indemnify Employer for all costs, including court costs and reasonable attorneys' fees, incurred by Employer in the defense of such action or in establishing or maintaining the application or validity of this Agreement or the provisions thereof.

9. EEOC Proceedings. Employee understands that nothing in this Agreement prevents Employee from filing an action to enforce this Agreement or from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or participating in any investigation or proceeding conducted by the EEOC. However, Employee understands and agrees that Employee is waiving any entitlement or right to recover any relief as a result of any such EEOC proceeding.

10. No Admission of Liability. By entering into this Agreement, neither the Employer nor Employee admits any wrongdoing or liability. Employee acknowledges that the Employer has not violated any law, statute, ordinance, contract, duty or obligation whatsoever, committed any tort, or engaged in any wrongful conduct with respect to Employee.

11. Restrictive Covenants.

a. Confidentiality of Confidential Employer Information.

i. Employee represents and warrants that, unless compelled or expressly permitted by operation of law, Employee shall not disclose, reveal, publish, or in any other manner communicate to any third party, whether written or oral, any information obtained during Employee's period of employment that is or may be considered proprietary or confidential to Employer.

ii. Employee also agrees that any existing agreements in place with the Employer concerning secrecy, security, ideas and confidential data will remain in full force and effect. Employee acknowledges and reaffirms his commitment to abide by the Employee Confidentiality Agreement ("Confidentiality Agreement"), executed on insert date, a copy of which is attached as Appendix "B."

iii. If Employee is required by law or valid court order to disclose information that is precluded by this Agreement or the Confidentiality Agreement, Employee shall utilize his best efforts to provide advance written notice to Employer to allow Employer an opportunity to contest the impending disclosure.

b. Employee recognizes and acknowledges that, in the course of his employment with the Employer; he obtained knowledge of confidential and proprietary information of a special and unique nature and value and became familiar with the Employer's trade secrets relating to the conduct and details of the Employer's business. Therefore, it is possible that he could cause grave and irreparable harm to the Employer, which could not be adequately compensated by monetary damages, if he violated the restrictive covenants in this Agreement or the Confidentiality Agreement.

c. Employer acknowledges and agrees that the restrictive covenants in this Agreement and in the Confidentiality Agreement are reasonable and properly required for the adequate protection of the Employer's business. Employer further agrees that he will not raise any issue of reasonableness as a defense in any proceeding to its enforcement. If any geographical or time limitation is deemed to be unreasonable by a court of competent jurisdiction, Employer agrees and submits to the reduction of the geographical or time limitation to a limit as the court shall deem to be reasonable.

d. In the event of an actual or threatened breach of paragraph "11" of this Agreement or of the Confidentiality Agreement, Employee acknowledges that the Employer will be irreparably damaged and that the Employer is entitled to an injunction restraining him from violating the restrictive covenants. Nothing in this Agreement or the Confidentiality Agreement shall be construed as prohibiting the Employer from pursuing any other available remedies for such breach or threatened breach of this Agreement or the Confidentiality Agreement. In the event of a breach of this covenant or a breach of any other covenant stated in this Agreement, Employer shall be relieved of its obligation to make any remaining payments under this Agreement and shall be entitled to commence a civil action to recover all payments previously made or its actual damages, whichever is greater, unless otherwise prohibited by law. If one or more provisions of this Agreement or the Confidentiality Agreement are determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not in any way be affected or impaired.

12. Non-Disparagement. Each of the Employer and Employee agrees to not engage, at any time, in any action or conduct that either directly or indirectly disparages, mistreats, or hurts the other party or any of the other party's employees, officers, or representatives (as applicable), or

that results in the disparagement, mistreatment, or injury of the other party or any of the other party's employees, officers, or representatives (as applicable).

13. Non-Solicitation

a . Solicitation of Business Relations:

Employee agrees that for a period of twenty Four (24) months after the Retirement Date, he will not solicit, induce, attempt to induce, appropriate, direct, or assist another to appropriate or direct, or provide any services to any current customer, supplier, licensee, or other business relation (defined as any customer, supplier, licensee, or other business relation of Employer with whom Employee had dealings and/or for whom Employee performed services at any time during the last two (2) years of Employee's employment with Employer) to cease doing business with Employer (including, without limitation, making any negative statements or communications concerning Employer or any of its directors, officers, or employees).

b . Non-Solicitation of Employees.

Employee agrees that for a period of twenty four (24) months after the after the Retirement Date, he will not solicit, interfere with, encourage, endeavor, or engage in discussions with any employee or independent contractor of Employer for the purpose of (or with a view toward) having such employee or independent contractor leave the employment (or independent contractor assignment) of Employer for any reason.

c. In the event of an actual or threatened breach of paragraph "13" of this Agreement, Employee acknowledges that the Employer will be irreparably damaged and that the Employer is entitled to an injunction restraining him from violating the restrictive covenants. Nothing in this Agreement shall be construed as prohibiting the Employer from pursuing any other available remedies for such breach or threatened breach of this Agreement. In the event of a breach of this covenant or a breach of any other covenant stated in this Agreement, Employer shall be relieved of its obligation to make any remaining payments under this Agreement and shall be entitled to commence a civil action to recover all payments previously made or its actual damages, whichever is greater, unless otherwise prohibited by law. If one or more provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not in any way be affected or impaired.

14. Employment Reference. In response to requests for job references, the Employer shall limit its response to confirmation of Employee's dates of employment with the Employer, positions held, and with written authorization from the Employee, will also provide pay rates. If further information is requested, the Employer shall state that its policy is not to provide any further information.

15. Older Worker Benefit Protection Act. Employee acknowledges and agrees that in accordance with the terms of the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act:

a. Employee has read and understands this Agreement and knowingly and voluntarily entered into this Agreement without fraud, duress, or any undue influence.

b. Employee acknowledges that by this Agreement the Employer advised Employee in writing to consult with an attorney before signing this Agreement.

c. Employee understands the language of this Agreement and its meaning, particularly with respect to Employee's waiver and release of any claims against the Employer.

d. Employee has been afforded twenty-one (21) days to consider the terms of this Agreement, but may voluntarily elect to sign the Agreement in a shorter period of time in order to receive the consideration set forth in paragraph "3".

e. Employee can accept the terms of this Separation Agreement by providing an executed agreement to Mary Cregut, Vice President of Human Resources, AngioDynamics, Inc., 14 Plaza Drive, Latham, NY 12110 or by facsimile at (518) 798-1435, by 5 p.m. on December 10, 2012.

f. Employee has seven (7) days following the execution of this Agreement to revoke the Agreement, and the Agreement will not become effective or enforceable until the seven (7) day period has expired. Employee may revoke the Agreement by ensuring written notice of revocation is received by the Employer by 5 p.m. on the seventh (7th) calendar day following the execution of this Agreement.

g. Employee is receiving payment and other consideration from the Employer that Employee would not otherwise be entitled to.

h. Employee is not waiving any rights or claims that may arise after the date this Agreement is executed.

16. Tax Obligations. Employee acknowledges that the Employer has not given any advice as to the characterization of payments received under this Agreement for any personal tax responsibility such payments may generate. Should any taxing authority challenge Employee's treatment or characterization of the payments, Employee acknowledges that the Employer has no obligation whatsoever to indemnify, defend, aid, pay or reimburse Employee for any underpayment, overpayment, penalty or interest charge the taxing authority may assess against or claim is due from Employee.

17. Confidentiality of Agreement. Employee shall keep the existence and contents of this Agreement confidential and shall not disclose it or its terms to any third party, except for the purposes of enforcement, as a defense to any administrative or legal proceeding or as otherwise required by law. The terms of this paragraph shall not apply to such disclosures to Employee's attorney, financial advisors or spouse, or factual disclosures as may be required pursuant to court order or subpoena or as part of any EEOC proceedings. Employee further acknowledges that if a court of competent jurisdiction determines that Employee has breached this confidentiality provision, Employee shall, without prejudice to any other remedies the Employer may have, be liable to pay liquidated damages to the Employer in an amount equal to the payments described in paragraph "3" less one hundred dollars (\$100.00). Employee and the Employer acknowledge that

in the event of a breach of this provision, the exact amount of damages suffered by the Employer would be difficult to ascertain with certainty, and that the amount provided herein is reasonably proportionate to the amount of damages that would be suffered.

17. Return of Company Property/Confidential Information. Upon Retirement Date, Employee shall return any and all Employer property, including, without limitation, any documents, records, communications, or similar visual or conceptual presentations of any type, and all duplicates and copies thereof, regardless of the form in which they exist or are stored, that contain any Confidential and Proprietary Information, including but not limited to, financial information, business and strategic plans, and other similar confidential materials or information, and any other equipment or other property that belongs to the Employer.

18. Choice of Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to New York's rules regarding choice of law. Any proceeding between the parties relating to this Agreement shall be held in a court of competent jurisdiction in the State of New York. All parties agree to be subject to the personal jurisdiction of the courts of New York.

19. Severability. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning and not strictly for or against either party. If any provision or part of this Agreement is deemed to be invalid or unenforceable for any reason, such provision or part shall be treated as if it were deleted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

20. Notice. Any notice required to be given to either party under this Agreement shall be deemed effectively given when personally delivered or sent by certified or registered mail, postage prepaid, as follows:

To the Employer: Vice President of Human Resources
 AngioDynamics, Inc.
 14 Plaza Drive
 Latham, New York 12110

To Employee: D. Joseph Gersuk
 36 East Ridge Road
 Loudonville, NY 12211

or to such other address as either party may designate by like notice. Any notice, consent or other communication required or permitted to be given hereunder shall be deemed to have been given on the date of mailing or personal delivery.

21. Complete Defense. Employee understands and agrees that this Agreement may be pled by Employer as a complete defense to any claim or entitlement which may be asserted by Employee, or on his/her behalf, in any suit, claim or proceeding against Employer concerning any matter arising up to and including the date of execution of this Agreement.

22. Miscellaneous. Employee represents and warrants that Employee has not taken action contrary to the terms of this Agreement from the date of this Agreement to the date the

Employee executes this Agreement. Any such action contrary to the terms of this Agreement will void the terms of this Agreement and Employee will not be entitled to the benefits described herein.

This signed Agreement, together with the Employee Confidentiality Agreement, dated and attached as Appendix "B," set forth the entire Agreement between the Employer and Employee and supersedes any and all prior agreements and understandings whether oral or written. This Agreement may not be modified except by a writing signed by both parties.

Dated: November 19, 2012

/s/ D. Joseph Gersuk

D. Joseph Gersuk

Employer

Dated: November 19, 2012

By: _____
/s/ Mary Cregut

Mary Cregut

VP of Human Resources

General Release

D. Joseph Gersuk, for and in consideration of the sum of ONE DOLLAR AND NO CENTS (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged, for himself and his heirs, administrators, representatives, successors, and assigns unconditionally releases and forever discharges AngioDynamics, Inc., its parent, subsidiary and affiliated corporations, divisions, successors, predecessors and assigns, and all of their current and former officers, directors, trustees, employees, and agents, in their individual and representative capacities (hereinafter collectively referred to as the "Employer"), from any and all actions or causes of action, suits, damages, claims, debts, promises, agreements, proceedings, complaints, and demands that ever had, now has, or may ever have against the Employer, directly or indirectly, whether asserted or unasserted, whether known or unknown, arising out of, or related in any way to, all matters of whatever nature. This release includes, but is not limited to, claims under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Rehabilitation Act of 1973, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act, as amended, the Fair Labor Standards Act, the National Labor Relations Act, as amended, the Equal Pay Act, the Family and Medical Leave Act, as amended, the Employee Retirement Income Security Act (ERISA), the Occupational Safety and Health Act, as amended, the New York Human Rights Law, the New York Labor Law, the nondiscrimination and/or retaliation provisions of the New York Workers' Compensation Law, and any other federal, state or local employment laws and regulations, and all common law claims of the State of New York, including, but not limited to, claims of express or implied contract, wrongful discharge, defamation, slander, intentional and negligent infliction of emotional distress, and all claims for attorneys' fees, costs and expenses, and any other claims arising out of or related to Employee's employment with Employer, and the termination of that employment; provided, however, that this shall not affect entitlement, as of January 31, 2013 to any vested accrued benefit to which he is entitled under any employee benefit plan subject to ERISA or his right to enforce the terms of a certain Retirement and Separation Agreement executed by D. Joseph Gersuk and Employer, dated _____, 2012.

D. Joseph Gersuk understands that nothing in this Release prevents him from filing a charge (including a challenge to the Separation Agreement) with the Equal Employment Opportunity Commission (the "EEOC") or participating in any investigation or proceeding conducted by the EEOC or brought by the EEOC on his behalf. However, D. Joseph Gersuk understands and agrees that he is waiving any right to recover any relief because of any such EEOC proceedings or any subsequent legal action brought by the EEOC on his behalf.

IN WITNESS WHEREOF D. Joseph Gersuk has signed this General Release on this ____ day of _____, 2012.

STATE OF _____)
COUNTY OF _____) ss.:

D. Joseph Gersuk

On this ____, day of _____ 2012, before me personally appeared D. Joseph Gersuk to me known and known to me to be the same person described in and who executed the foregoing general release, and he duly acknowledged to me that he executed the same.

Notary Public

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT (the "Agreement"), is effective as of the November 30, 2012 between AngioDynamics, Inc., a Delaware corporation (the "Company"), and Mark T. Frost, an individual resident of the State of New York ("Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel; and

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. The definitions of capitalized terms used in this Agreement are provided in the last Section hereof.

2. Term of Agreement. The Term of this Agreement shall commence on the date hereof and shall continue in effect through December 31, 2012; provided, however, that effective January 1, 2013 and each January 1 thereafter, the Term that is then in effect shall automatically be extended for one additional year unless the Company has given notice before the January 1 in question that the Term that is in effect at the time such notice is given will not be extended; and further provided, however, that if a Change in Control occurs during the Term, the Term shall expire no earlier than twelve (12) calendar months after the calendar month in which such Change in Control occurs. Notwithstanding the foregoing, this Agreement shall terminate if the Executive ceases to be an employee of the Company and its subsidiaries for any reason prior to a Change in Control. However, anything in this Agreement (including the preceding sentence) to the contrary notwithstanding, if a Change in Control occurs and if, within three months prior to the date on which such Change in Control occurs, the Executive's employment with the Company is terminated by the Company without Cause or an event occurs that would, if it took place after the Change in Control, constitute Good Reason for termination of employment by the Executive, and if it is reasonably demonstrated by the Executive that such termination of employment by the Company or event constituting Good Reason for termination of employment by the Executive (a) was undertaken at the request of a third

party who has taken steps reasonably calculated to effect the Change in Control, or (b) otherwise arose in connection with or in anticipation of the Change in Control, then for purposes of this Agreement such termination of employment by the Company without Cause or event constituting Good Reason shall be deemed to occur during the 12 month period following the Change in Control and, if the Executive terminates his employment for such Good Reason before the Change in Control, such termination of employment by the Executive shall likewise be deemed to occur during the 12 month period following the Change in Control.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants set forth in Section 4 hereof, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described herein. Except as provided in Section 2, Section 6.3, Section 9.1 or Section 14.2 hereof, no amounts shall be payable under this Agreement unless the Executive's employment with the Company terminates following a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment enforceable against the Company nor, except as provided in Section 4 below, enforceable against the Executive, and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. The Executive's Covenants. The Executive agrees to remain in the employ of the Company, subject to the terms and conditions of this Agreement, if a Potential Change in Control occurs during the Term and the Executive is then in the employ of the Company, until the earliest of (a) the date which is six (6) months from the date of such Potential Change in Control, (b) the date of a Change in Control, (c) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or Retirement, or (d) the termination by the Company of the Executive's employment for any reason; provided that Executive's agreement to remain in the employ of the Company shall be subject to the condition that no adverse change occurs after the Potential Change in Control in his title, duties, responsibilities, authority, reporting relationships, compensation, benefits or indemnification rights.

5. Certain Compensation Other Than Severance Payments.

5.1 If the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay the Executive his full salary through the date of termination at the rate in effect immediately prior to the date of termination or, if higher, the rate in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, together with all compensation and benefits payable to the Executive through the date of termination under the terms of the Company's compensation and benefit plans, programs and arrangements as in effect immediately prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason.

5.2 Subject to Section 6.1 hereof, if the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Any such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation and benefit plans, programs and arrangements as in effect immediately prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

6. Severance Payments.

6.1 Subject to Section 6.2 and Section 6.3 hereof, if the Executive's employment is terminated following a Change in Control and during the Term either by the Company or by the Executive, other than (a) by the Company for Cause, (b) by reason of death or Disability, or (c) by the Executive without Good Reason, (any such employment termination being hereafter sometimes referred to as a "Compensable Termination"), then the Company shall pay the Executive the amounts, and provide the Executive the benefits, described in this Section 6.1 ("Severance Payments"), in addition to any payments and benefits to which the Executive is entitled under Sections 5 and 6.3 hereof. Notwithstanding the foregoing, the Executive shall not be eligible to receive any payment or benefit provided for in this Section 6.1 unless the Executive shall have executed a release substantially in the form of Exhibit A hereto effective as of the date of the Compensable Termination or a date subsequent thereto and shall not have revoked said release. The Severance Payments are in lieu of any severance benefits that would otherwise be payable or provided pursuant to any severance plan or practice of the Company.

(i) The Company shall pay the Executive, at the time provided in Section 6.2 below, his annual bonus for the fiscal year of the Company preceding the fiscal year of the Company in which the Compensable Termination occurs, if unpaid at the time of the Compensable Termination, the amount of such bonus to be determined by the Compensation Committee of the Board on a basis no less favorable to the Executive than its bonus determinations with respect to the Executive prior to the Change in Control, unless the Committee made no bonus determinations with respect to the Executive before the Change in Control, in which case on a basis no less favorable to the Executive than its bonus determinations with respect to other executives of comparable rank before the Change in Control.

(ii) The Company shall pay the Executive, at the time provided in Section 6.2 below, a prorated annual bonus for the fiscal year of the Company in which the Compensable Termination occurs, such prorated bonus to be determined by multiplying the "Applicable Average Bonus" as defined below in this subsection (ii) by a fraction the numerator of which shall be the number of

days elapsed in such fiscal year through (and including) the date on which the Compensable Termination occurs and the denominator of which shall be the number 365. For purposes of this Agreement, the “Applicable Average Bonus” means the higher of (A) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the 36 months immediately preceding the Compensable Termination or, if the Executive was employed by the Company for less than 36 months before the Compensable Termination, during the period of his employment by the Company prior to the Compensable Termination (annualizing any bonus awarded for less than a full year of employment), or (B) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the three fiscal years of the Company that precede the fiscal year in which the Compensable Termination occurs or during the portion of such three fiscal years in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment), or (C) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the 36 months preceding the date on which the Change in Control occurred or during the portion of such 36 month period in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment).

(iii) The Company shall pay the Executive, at the time provided in Section 6.2 below, a lump sum cash payment equal to one and one half (1.5) times the Executive’s annual base salary at the rate in effect immediately prior to the Compensable Termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason (“Base Salary”).

(iv) The Company will pay the Executive for all earned but unused vacation leave at the time of the Compensable Termination.

6.2 All payments to be made pursuant to subsections (i) through (iv) of Section 6.1 above shall be made within thirty (30) calendar days after the date on which a Separation from Service occurs coincident with or following, or within 30 days before, the date on which the Compensable Termination occurs (the “Separation from Service Date”) unless on the Separation from Service Date the Executive is a Specified Employee, in which case such payments shall be made six months and one day after the Separation from Service Date (or, if earlier, the date of the Executive’s death). For purposes of the preceding sentence, a Specified Employee means a “specified employee” who is subject to the special rule set forth in subsection (a)(2)(B)(i) of section 409A of the Code and the regulations thereunder (including, without limitation, Proposed Treasury Regulation section 1.409A-1(i)) with respect to such payments.

6.3 In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code, and (ii) would be subject to the excise

tax imposed by Section 4999 of the Code (the “Excise Tax”), then Executive’s benefits under this Agreement shall be either

(i) delivered in full, or

(ii) delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting “parachute payments” is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: reduction of cash payments, cancellation of equity awards granted within the twelve (12) month period prior to a “change in control” (as determined under Code Section 280G) that are deemed to have been granted contingent upon the change in control (as determined under Code Section 280G), cancellation of accelerated vesting of equity awards, reduction of employee benefits.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section shall be made in writing by the Company’s independent public accountants (the “Accountants”), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

7. Payments During Dispute. Any payments to which the Executive may be entitled under this Agreement, including, without limitation, under sections 5 and 6 hereof, shall be made forthwith on the applicable date(s) for payment specified in this Agreement. If for any reason the amount of any payment due to the Executive cannot be finally determined on that date, such amount shall be estimated on a good faith basis by the Company and the estimated amount shall be paid no later than 10 days after such date. As soon as practicable thereafter, the final determination of the amount due shall be made and any adjustment requiring a payment to or from the Executive shall be made as promptly as practicable.

8. No Mitigation. The Company agrees that, if the Executive’s employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6 hereof or any other provision of this

Agreement. Further, the amount of any payment or benefit provided for in this Agreement shall not be reduced (a) by any compensation earned by the Executive as the result of employment by another employer, (b) by retirement benefits, (c) by offset against any amount claimed to be owed by the Executive to the Company, or (d) otherwise.

9. Successors; Binding Agreement.

9.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform the Company's obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession during the Term shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control and during the Term, except that, for purposes of implementing the foregoing, the date on which the Executive's employment terminates (for any reason other than Cause) within 30 days before, or at any time during the Term and on or after, the date on which any such succession becomes effective during the Term shall be deemed the date of the Compensable Termination.

9.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Executive, to his most recent address shown on the books and records of the Company at the time notice is given and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

AngioDynamics, Inc.
14 Plaza Drive
Latham, NY 12110

Attention: Chief Executive Officer

11. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties concerning the specific subject matter addressed by this Agreement and supersedes all prior agreements addressing the terms and conditions contained herein. Nothing in this Agreement is intended to amend or otherwise alter the change in control provisions or any other provisions of any (a) stock option or other compensation or incentive award that may heretofore have been or may hereafter be granted to the Executive, or (b) employee benefit or fringe benefit plan in which the Executive may heretofore have been or may hereafter be a participant. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York. All references to sections of the Code or the Exchange Act shall be deemed also to refer to any successor provisions to such sections and to IRS or SEC regulations and official guidance published thereunder. Any payments provided for hereunder shall be subject to any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Sections 6 and 7 hereof) shall survive such expiration.

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

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. Settlement of Disputes; Arbitration.

14.1 All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in

writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

14.2 Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the Albany, New York metropolitan area in accordance with the employment dispute resolution rules of the American Arbitration Association then in effect. The arbitrator shall have the authority to require that the Company reimburse the Executive for the payment of all or any portion of the legal fees and expenses incurred by the Executive in connection with such dispute or controversy. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

14.3 The Company agrees to use commercially reasonable efforts to administer this Agreement, and operate any deferred compensation plans in which the Executive participates from time to time that are aggregated with this Agreement or with any payment or benefit provided by this Agreement for purposes of Section 409A of the Code (e.g., account balance plans, nonaccount balance plans, separation pay plans, and plans that are neither account balance nor nonaccount balance plans), in good faith compliance with Code Section 409A to the extent necessary to avoid inclusion of any amounts of benefits payable hereunder in the Executive's income pursuant to Section 409A(a)(1)(A) of the Code.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(A) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(B) "Applicable Average Bonus" shall have the meaning set forth in subsection (ii) of Section 6.1.

(C) "Base Salary" shall have the meaning set forth in subsection (iii) of Section 6.1.

(D) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(E) "Board" shall mean the Board of Directors of the Company.

(F) "Cause" for termination by the Company of the Executive's employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company as such duties were in

effect prior to any change therein constituting Good Reason (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such failure after the occurrence of an event constituting Good Reason for resignation by the Executive) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, provided that such failure will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of such written demand from the Board; (ii) the engaging by the Executive in willful conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise, provided that such conduct will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of a written demand from the Board to cease such conduct; (iii) the Executive's insubordination, as defined from time to time by the Board, provided that insubordination will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of a written demand from the Board to cease such insubordination; or (iv) the Executive's conviction of (a) a felony or (b) a crime involving fraud, dishonesty or moral turpitude. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company. The Company shall notify the Executive in writing of any employment termination purporting to be for Cause on or before the date of such termination, which writing shall describe with specificity the conduct alleged to constitute Cause for such termination. Any purported termination of employment by the Company for Cause which does not satisfy the applicable requirements of this Section 15(F) shall be conclusively deemed to be a termination of employment by the Company without Cause for purposes of this Agreement.

(G) A "Change in Control" shall mean that any of the following events has occurred:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (iii) below; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors serving on the Board: individuals who, at the beginning of any period of two consecutive years or less (not including any period prior to the date of this Agreement), constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose

appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of such period or whose appointment, election or nomination for election was previously so approved or recommended; or

(iii) there is consummated a merger or consolidation of the Company or any Subsidiary with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities; or

(iv) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

(H) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(I) "Company" shall mean AngioDynamics, Inc. and, except in determining under Section 15(G) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(J) "Compensable Termination" shall have the meaning set forth in Section 6.1.

(K) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time

performance of the Executive's duties with the Company for a period of six consecutive months or for six non-consecutive months within any period of 12 consecutive months.

(L) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(M) "Executive" shall mean the individual named in the first paragraph of this Agreement.

(N) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (i), (iii), (iv) or (vii) below, such act or failure to act is corrected within thirty (30) calendar days after the Company's receipt of written notice thereof given by the Executive within thirty (30) calendar days of such act or failure to act:

(i) the assignment to the Executive of any duties inconsistent with the Executive's status or position in the Company immediately prior to the Change in Control, or a substantial adverse alteration in the nature, status or scope of the Executive's responsibilities or authority from his responsibilities or authority immediately prior to the Change in Control, or a reduction in his title;

(ii) a reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time;

(iii) a significant reduction in compensation, benefits or reimbursements provided under any employment, compensation, employee benefit or reimbursement plan or program in which the Executive is a participant which is not replaced with substantially equivalent compensation, benefits or reimbursements under another plan, program or arrangement at substantially the same cost (if any) to the Executive;

(iv) the Company fails to pay or provide any amount or benefit that the Company is obligated to pay or provide under this Agreement or any other employment, compensation, benefit or reimbursement plan, agreement or arrangement of the Company to which the Executive is a party or in which the Executive participates;

(v) the Company fails to pay the Executive a bonus, for each fiscal year of Employer that terminates following a Change in Control and during the Term, at least equal to 80% of the Applicable Average Bonus;

(vi) the relocation of the Executive's principal place of employment to a location which increases the Executive's one-way commuting distance by more than 40 miles, or the Company's requiring the Executive to travel on business other than to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control;

(vii) a significant adverse change occurs, whether of a quantitative or qualitative nature, in the indemnification protection provided to the Executive for acts and omissions arising out of his service on behalf of the Company or any other entity at the request of the Company; or

(viii) The Company fails to obtain the assumption of this Agreement pursuant to Section 9.1.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

(O) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(P) "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(ii) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

(iii) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates); or

(iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(Q) "Retirement" shall be deemed the reason for the termination by the Executive of the Executive's employment if such employment is terminated in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees.

(R) "Separation from Service" means termination of employment with the Company. However, the Executive shall not be deemed to have a Separation from Service if he continues to provide services to the Company in a capacity other than as an employee and if he is providing services at an annual rate that is fifty percent or more of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) and the annual remuneration for his services is fifty percent or more of the annual remuneration earned during the final three full calendar years of employment (of if less, such lesser period); provided, however, that a Separation from Service will be deemed to have occurred if his service with the Company is reduced to an annual rate that is less than twenty percent of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) or the annual remuneration for his services is less than twenty percent of the annual remuneration earned during the three full calendar years of employment with the Company (or if less, such lesser period).

(S) "Separation from Service Date" shall have the meaning set forth in Section 6.2 hereof.

(T) "Severance Payments" shall have the meaning set forth in Section 6.1 hereof.

(U) "Subsidiary" means a corporation or other form of business association of which shares (or other ownership interests) having more than 50% of the voting power are owned or controlled, directly or indirectly, by the Company.

(V) "Term" shall mean the period of time described in Section 2 hereof (including any extension or continuation described therein).

[Remainder of page intentionally left blank. Signature page follows.]

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

ANGIODYNAMICS, INC.

By: /s/ Joseph M. DeVivo
Name: Joseph M. DeVivo
Title: President and CEO

/s/ Mark T. Frost
Mark T. Frost

EXHIBIT A

ANGIODYNAMICS, INC.

RELEASE OF CLAIMS

This Release of Claims (“Agreement”) is made by and between AngioDynamics, Inc. (the “Company”), and _____ (“Executive”).

WHEREAS, Executive has agreed to enter into a release of claims in favor of the Company upon certain events specified in the Severance Benefits Agreement by and between Company and Executive, as amended (the “Severance Agreement”).

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties hereby agree as follows:

1. Termination. Executive’s employment from the Company terminated on [DATE].
2. Confidential Information. Executive shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Proprietary Information and Nondisclosure Agreement between Executive and the Company (the “Confidentiality Agreement”), as well as Section 4 of the Severance Agreement. Executive shall return all the Company property and confidential and proprietary information in his possession to the Company on the Effective Date of this Agreement.
3. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Executive.
4. Release of Claims. Except as set forth in the last paragraph of this Section 4, Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company. Executive, on behalf of himself, and his respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,

(a) any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, and The Worker Adjustment and Retraining Notification Act;

(e) any and all claims for violation of the federal, or any state, constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

(n) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. Nothing in this Agreement waives Executive's rights to indemnification or any payments under any fiduciary insurance policy, if any, provided by any act or agreement of the Company, state or federal law or policy of insurance.

5. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing

that (a) he should consult with an attorney prior to executing this Agreement; (b) he has at least twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; (d) this Agreement shall not be effective until the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. Any revocation should be in writing and delivered to [HR Contact Name] at the Company by close of business on the seventh day from the date that Executive signs this Agreement.

6. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

7. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any right, or alleged right, of employment or re-employment with the Company.

8. No Cooperation. Executive agrees that he will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

9. Cooperation with Company. Executive agrees to cooperate, at the request of the Company, in the defense and/or prosecution of any charges, claims, investigations (internal or external), administrative proceedings and/or lawsuits relating to matters occurring during or relating to Executive's period of employment about which Executive may have relevant information. Executive shall further reasonably cooperate with regard to the transition of Executive's job duties and business relationships. Executive agrees to respond to reasonable requests for information from the Company in a timely manner.

10. No Admission of Liability. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Executive or to any third party.

11. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

12. Authority. Executive represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

13. No Representations. Executive represents that he has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

15. Entire Agreement. This Agreement, along with the Confidentiality Agreement, and Executive's written equity compensation agreements with the Company, represents the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company.

16. No Oral Modification. This Agreement may only be amended in writing signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of New York.

18. Effective Date. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Executive signed this Agreement, so long as it has been signed by both Parties.

19. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

20. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

(a) They have read this Agreement;

(b) They have had the opportunity of being represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

(c) They understand the terms and consequences of this Agreement and of the releases it contains;

(d) They are fully aware of the legal and binding effect of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

[Company Name]

Dated: [MONTH], 20__

By: _____

[Name], an individual

Dated: [MONTH], 20__

By: _____

[]

**FOR IMMEDIATE RELEASE****Investor Relations Contacts:**EVC Group, Inc.

Jamar Ismail/Robert Jones

(415) 568-9348; (646) 201-5447

jjismail@evcgroup.com;bjones@evcgroup.com**Media Contact:**EVC Group, Inc.

Chris Gale

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cgale@evcgroup.com**Joseph Gersuk to Retire from AngioDynamics;
Mark T. Frost Appointed Chief Financial Officer**

ALBANY, N.Y., (November 19, 2012) – AngioDynamics (NASDAQ: ANGO), a leading provider of innovative, minimally invasive medical devices for vascular access, surgery, peripheral vascular disease and oncology, today announced Executive Vice President and Chief Financial Officer Joseph Gersuk will retire from the Company on January 31, 2013. He will be succeeded by Mark T. Frost, who was most recently Chief Financial Officer and Senior Vice President of Administration of Albany Molecular Research Inc. (NASDAQ: AMRI).

“Joe has tirelessly served as our CFO for the past five years” said Joseph M. DeVivo, President and CEO. “During his tenure, he has made many significant contributions to the Company and most recently led the very successful integration of operations after our acquisition of Navilyst Medical. On behalf of the Board of Directors, I would like to thank Joe for his dedication, as well as participation in the transition of his responsibilities.”

“With the integration of Navilyst successfully completed, the Vortex acquisition closed and our second quarter coming to a close, now is an excellent time for me to transition out of AngioDynamics and pursue some other interests which have been on hold,” added Mr. Gersuk. “I’m excited about the Company’s future and wish the entire team the very best of success.”

Mr. Frost, who most recently served as Chief Financial Officer of AMRI, has more than 25 years of global financial, administrative and operational experience, with a strong background in the healthcare industry.

“Mark Frost is a seasoned and well-versed public company CFO who has world class financial and operational skills and experience to lead the financial and administrative operations of our Company through its next phase of growth” said Joseph M. DeVivo. “During his career at AMRI, Smith & Nephew and General Electric, Mark has demonstrated continuous commitment to operational excellence and the successful execution of strategic business initiatives. In addition to his previous responsibilities, Mark has led Corporate Development, IT, Communications, Legal and a variety of other mission critical functions. The strength of Mark’s experience and skills make him an excellent fit and a solid complement to our strong leadership team.”

Prior to AMRI, he served five years as vice president of finance at Smith & Nephew Endoscopy, a global medical device division of Smith & Nephew PLC with approximately \$570 million in

revenue. Mr. Frost was recruited to Smith & Nephew after a 14 year career with General Electric where he last served as Chief Financial Officer of Groupe Sovac Auto Financial Services based in Paris, France. He earned a Bachelor of Arts in International Relations/Economics, graduating Cum Laude with Honors in Economics, from Colgate University in Hamilton, New York as well as completed INSEAD's global executive program.

"AngioDynamics is at the beginning of an exciting growth phase," said Mr. Frost. "The Company's innovation and dedication to operational excellence is impressive, as is the strong international growth. The team has successfully integrated the Navilyst operations and has completed an extremely exciting acquisition with high growth potential in Vortex. I look forward to working with Joe DeVivo and the team to capitalize on these opportunities and build shareholder value. Additionally, I appreciate Joe Gersuk's dedication to ensuring a smooth transition."

About AngioDynamics

AngioDynamics Inc. is a leading provider of innovative, minimally invasive medical devices used by professional healthcare providers for vascular access, surgery, peripheral vascular disease and oncology. AngioDynamics' diverse product lines include market-leading ablation systems, fluid management systems, vascular access products, angiographic products and accessories, angioplasty products, drainage products, thrombolytic products and venous products. More information is available at www.AngioDynamics.com.

Trademarks

AngioDynamics and the AngioDynamics logo are trademarks and/or registered trademarks of AngioDynamics Inc., an affiliate or a subsidiary.

Safe Harbor

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements regarding AngioDynamics' expected future financial position, results of operations, cash flows, business strategy, budgets, projected costs, capital expenditures, products, competitive positions, growth opportunities, plans and objectives of management for future operations, as well as statements that include the words such as "expects," "reaffirms," "intends," "anticipates," "plans," "believes," "seeks," "estimates," "optimistic," or variations of such words and similar expressions, are forward-looking statements. These forward looking statements are not guarantees of future performance and are subject to risks and uncertainties. Investors are cautioned that actual events or results may differ from AngioDynamics' expectations. Factors that may affect the actual results achieved by AngioDynamics include, without limitation, the ability of AngioDynamics to develop its existing and new products, technological advances and patents attained by competitors, future actions by the FDA or other regulatory agencies, domestic and foreign health care reforms and government regulations, results of pending or future clinical trials, overall economic conditions, the results of on-going litigation, the effects of economic, credit and capital market conditions, general market conditions, market acceptance, foreign currency exchange rate fluctuations, the effects on pricing from group purchasing organizations and competition, the ability of AngioDynamics to integrate purchased businesses, including Navilyst Medical and its products, R&D capabilities, infrastructure and

employees as well as the risk factors listed from time to time in AngioDynamics' SEC filings, including but not limited to its Annual Report on Form 10-K for the year ended May 31, 2012. AngioDynamics does not assume any

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