

# INTEST CORP

## FORM 10-K (Annual Report)

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SIC Code 3825 - Instruments for Measuring and Testing of Electricity and Electrical Signals  
Industry Semiconductors  
Sector Technology  
Fiscal Year 12/31

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

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2011 or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 0-22529

**inTEST Corporation**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or Other Jurisdiction of Incorporation or Organization)

**804 EAST GATE DRIVE, SUITE 200**

**MT. LAUREL, NEW JERSEY**

(Address of Principal Executive Offices)

**22-2370659**

(I.R.S. Employer Identification Number)

**08054**

(Zip Code)

**Registrant's telephone number, including area code: (856) 505-8800**

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, par value \$0.01 per share	NASDAQ

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes / / No /X/

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes / / No /X/

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes /X/ No / /

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes /X/ No / /

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. /X/

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer / /

Accelerated filer / /

Non-accelerated filer (Do not check if a smaller reporting company)/ /

Smaller reporting company /X/

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes / / No /X/

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold on June 30, 2011 (the last business day of the registrant's most recently completed second fiscal quarter), was: \$26,078,010.

The number of shares outstanding of the registrant's Common Stock, as of March 15, 2012, was 10,386,927.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement of the Registrant for the Registrant's 2012 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year covered by this Report, are incorporated by reference into Part III of this Report.

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## Item 1. BUSINESS

### Cautionary Statement Regarding Forward-Looking Statements

From time to time, we make written or oral "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including statements contained in our filings with the Securities and Exchange Commission, or SEC, (including this Report on Form 10-K), our annual report to stockholders and in other communications. These statements do not convey historical information, but relate to predicted or potential future events, such as statements of our plans, strategies and intentions, or our future performance or goals. Our forward-looking statements can often be identified by the use of forward-looking terminology such as "believes," "expects," "intends," "may," "will," "should" or "anticipates" or similar terminology, and include, but are not limited to, statements made in this Report regarding:

- i the sufficiency of cash balances, lines of credit and net cash from operations;
- i the indicators of a change in the industry cycles in the integrated circuit, or IC, and automatic test equipment, or ATE, industries;
- i developments and trends in the IC and ATE industries;
- i the success of our strategy to diversify our business by entering markets outside the IC and ATE industries, including the automotive, aerospace and telecommunications industries;
- i the possibility of future acquisitions or dispositions;
- i our cost-containment initiatives;
- i the implementation of current and future facility consolidations and restructuring initiatives;
- i costs associated with compliance with new SEC regulations;
- i the development of new products and technologies by us or our competitors;
- i the availability of materials used to manufacture our products;
- i the availability of qualified personnel;
- i general economic conditions;
- i net revenues generated by foreign subsidiaries;
- i exchange rate fluctuations;
- i variable product warranty costs;
- i pressure on prices from OEM customer supply line managers;
- i stock price fluctuations;
- i the anticipated market for our products; and
- i other projections of net revenues, taxable earnings (loss), net earnings (loss), net earnings (loss) per share, capital expenditures and other financial items, including savings we expect to achieve or other effects of any of the foregoing matters.

Investors and prospective investors are cautioned that such forward-looking statements are only projections based on current estimations. These statements involve risks and uncertainties and are based upon various assumptions. We discuss many of these risks and uncertainties under Item 1A "Risk Factors," below, and elsewhere in this Report. These risks and uncertainties, among others, could cause our actual future results to differ materially from those described in our forward-looking statements or from our prior results. We are not obligated to update these forward-looking statements, even though our situation may change in the future.

### INTRODUCTION

We are an independent designer, manufacturer and marketer of mechanical, thermal and electrical products that are used by semiconductor manufacturers in conjunction with ATE, in the testing of ICs. In addition, in recent years we have marketed our thermal products in industries outside the ATE industry, such as the automotive, aerospace and telecommunications industries. Our high performance products are designed to enable our customers to improve the efficiency of their test processes and, consequently, their profitability. We sell our products worldwide. Within the ATE industry, we sell our products both directly to major semiconductor manufacturers and semiconductor test subcontractors and through leading ATE manufacturers. In

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## Item 1. BUSINESS (Continued)

industries outside the ATE industry, we sell our products directly to the end user of the product. Our largest customers include Analog Devices, Inc., Advantest Corporation, Cypress Semiconductor Corporation, Emerson Electric Co., Hakuto Co. Ltd., JDS Uniphase Corporation, Maxim Integrated Products, Inc., Raytheon Company, Teradyne, Inc. and Texas Instruments Incorporated.

The consolidated entity is comprised of inTEST Corporation (parent) and our wholly-owned subsidiaries. inTEST Corporation was incorporated in New Jersey in 1981 and reincorporated in Delaware in April 1997. We manage our business as three product segments, as more fully discussed under "Our Segments" below, which consist of our Mechanical Products, Thermal Products and Electrical Products segments.

## INDUSTRY

### Overview

Historically, the semiconductor market has been characterized by rapid technological change, wide fluctuations in demand and shortening product life cycles. Designers and manufacturers of a variety of electronic and industrial products, such as cell phones, telecom and datacom systems, Internet access devices, computers, transportation and consumer electronics, require increasingly complex ICs to provide improved end-product performance demanded by their customers. Semiconductor manufacturers generally compete based on product performance and price. We believe that testing costs represent a significant portion of the total cost of manufacturing ICs. Semiconductor manufacturers remain under pressure to maximize production yields and reduce testing costs. At the same time, the growing complexity of ICs has increased the difficulty of maximizing test yields. In order to address these market trends, semiconductor manufacturers strive for more effective utilization of ATE, smaller test areas and increased wafer level testing.

Demand for new ATE and related equipment depends upon several factors, including the demand for products that incorporate ICs, the increasing complexity of ICs and the emergence of new IC design, production and packaging technologies. Some of the evolutionary changes in IC technologies include the shift to 300 mm wafers in production, system-on-a-chip, or SOC, where digital, analog and memory functions are combined on a single IC, and chip scale packaging. As a result of these and other advances, semiconductor manufacturers may require additional ATE not only to handle increases in production but also to handle the more sophisticated testing requirements of ICs.

### IC Test Process

Semiconductor manufacturers typically produce ICs in multiples of several hundred on a silicon wafer which is later separated or "diced" into individual ICs. Extended leads are then attached to the individual ICs, for later connection to other electrical components. In most cases, the ICs are then encapsulated in a plastic, ceramic or other protective housing. These process steps are called "packaging."

Wafers are tested before being diced and packaged, to ensure that only properly functioning ICs are packaged. This testing step has several names, including "front-end test," "wafer test," "wafer probe" or "wafer sort." In front-end test, an electronic handling device known as a wafer prober automatically positions the wafer under a probe card which is electronically connected to a "test head," which connects electrically to a test system. During front-end testing there is a growing trend of thermally conditioning the wafer during test, especially in the memory and automotive markets. Once the good ICs have been identified, they are packaged.

The packaged ICs also require testing, called "back-end test" or "final test," to determine if they meet design and performance specifications. Packaged ICs are tested after loading into another type of electronic handling device called a "package handler" or "handler," which then transfers the packaged ICs into a test socket which is attached to the test head. These handlers may be temperature controlled for testing. "Wafer probers" and "handlers" are sometimes referred to in this Report collectively as "electronic device handlers."

Testers range in price from approximately \$100,000 to over \$3.0 million each, depending primarily on the complexity of the IC to be tested and the number of test heads (typically one or two) with which each tester is configured. Probers and handlers range in price from approximately \$50,000 to \$500,000. A typical test floor of a large semiconductor manufacturer may have 100 test heads and 100 probers or 250 handlers supplied by various vendors for use at any one time.

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### **Item 1. BUSINESS (Continued)**

Test head manipulators, also referred to as positioners, facilitate the movement of the test head to the electronic device handler. Docking hardware mechanically connects the test head to the wafer prober or handler. Tester interface products provide the electrical connection between the test head and the wafer or packaged IC. Traditionally, temperature management products are used in back-end test to allow a manufacturer to test packaged ICs under the extreme temperature conditions in which the IC may be required to operate. However, we believe that temperature-controlled testing will be an increasingly important part of front-end wafer testing as more parameters traditionally tested for in back end-test are moved to front-end test.

### Trends in IC Testing

ATE is used to identify unacceptable packaged ICs and bad die on wafers. ATE assists IC manufacturers in controlling test costs by performing IC testing in an efficient and cost-effective manner. In order to provide testing equipment that can help IC manufacturers meet these goals, we believe the ATE industry must address the following issues:

*Change in Technology* . End-user applications are demanding ICs with increasingly higher performance, greater speeds, and smaller

sizes. ICs that meet these higher standards, including SOC designs, are more complex and dense. These technology trends have significant implications for the IC testing process, including:

- i the need for test heads of higher complexity;
- i higher signal densities;
- i increasing test speeds; and
- i a new generation of testers for SOC and other technologies.

*Need for Plug-Compatibility and Integration* . Semiconductor manufacturers need test methodologies that will perform increasingly complex tests while lowering the overall cost of testing. This can require combining ATE manufactured by various companies into optimally performing systems. Semiconductor manufacturers have to work closely with various test hardware, software, interface and component vendors to resolve design and compatibility issues in order to make these vendors' products plug-compatible with test equipment manufactured by other vendors.

*Testing Under Extreme Conditions* . ICs will have to perform across a wider spectrum of temperature and environmental conditions than ever before because of the growing complexity of products in which they are deployed. In recent years, temperature testing has found an increasing role in front-end, wafer level testing. Creating a uniform thermal profile over much larger wafer areas represents a significant engineering and design challenge for ATE manufacturers.

*Demand for Higher Levels of Technical Support* . As IC testing becomes more complex, semiconductor manufacturers demand higher levels of technical support on a routine basis. ATE manufacturers must commit appropriate resources to technical support in order to develop close working relationships with their customers. This level of support also requires close proximity of service and support personnel to customers' facilities.

*Cost Reduction Through Increased Front-End Testing* . As the cost of testing ICs increases, semiconductor manufacturers will continue to look for ways to streamline the testing process to make it more cost-effective, such as the recent trend to use massive parallel test, in which semiconductor manufacturers test multiple ICs on the wafer simultaneously. We believe that this factor will lead to more front-end, wafer-level testing.

## OUR SOLUTIONS

Historically, we have focused our development efforts on designing and producing high quality products that provide superior performance and cost-effectiveness. We have sought to address each manufacturer's individual needs through innovative and customized designs, use of the best materials available, quality manufacturing practices and personalized service. We have designed solutions to overcome the evolving challenges facing the ATE industry, which we believe provide the following advantages:

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### **inTEST CORPORATION FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2011**

#### **Item 1. BUSINESS (Continued)**

*Temperature-Controlled Testing* . Our Thermostream (R) products are used by manufacturers in a number of industries to stress test a variety of semiconductor and electronic components, PC boards and sub-assemblies. Our Thermochuck (R) products are used by semiconductor manufacturers for front-end temperature stress screening at the wafer level. Factors motivating manufacturers to use temperature testing include design characterization, failure analysis and quality control as well as determining performance under extreme operating temperatures, all of which contribute to manufacturing cost savings. Our acquisition of Sigma Systems Corporation ("Sigma"), in October 2008, has significantly increased our product offerings in the area of temperature-controlled testing. Sigma's thermal platforms and temperature and humidity chambers can accommodate large thermal masses and are found in both laboratory and production environments.

*Scalable, Universal, High Performance Interface Technology* . Our universal test head manipulators provide a high degree of positioning flexibility with a minimum amount of effort. As a result, our products can be used in virtually any test setting. Our manipulator products are designed to accommodate the increased size of test heads. Our docking hardware offers precise control over the connection to test sockets, probing assemblies and interface boards, reducing downtime and minimizing costly damage to fragile components. Our tester interface products optimize the integrity of the signals transmitted between the test head and the device under test by being virtually transparent to the test signals. This results in increased accuracy of the test data and may thus enable improved test yields. We believe that these characteristics will gain even more significance as testing becomes even more demanding.

*Compatibility and Integration* . A hallmark of our products has been, and continues to be, compatibility with a wide variety of ATE. Our mechanical products are all designed to be used with otherwise incompatible ATE. We believe this integrated approach to ATE

facilitates smooth changeover from one tester to another, longer lives for interface components, better test results, increased ATE utilization and lower overall test costs.

*Worldwide Customer Service and Support* . We have long recognized the need to maintain a physical presence near our customers' facilities. As of December 31, 2011, we had domestic manufacturing facilities in New Jersey, Massachusetts and California and provided service to our customers from sales and service offices in the U.S., U.K., Germany and Singapore. Our engineers are easily accessible to, and can work directly with, most of our customers from the time we begin developing our initial proposal, through the delivery, installation and use of the product by our customer. In this way, we are able to develop and maintain close relationships with our customers.

## OUR STRATEGIES

In the last several years we have had to balance our actions to achieve appropriate adjustments to our operating structure and yet meet the needs of our customers in the changing business environment. In addition, we remain committed to our goals of being recognized in our markets as the designer and manufacturer of the highest quality and most cost effective products and becoming the key supplier of all of our customers' product testing needs, other than probers, handlers and testers. Our strategies to achieve these goals include the following:

*Pursuing Revenue Growth Opportunities Outside the Semiconductor ATE Market*. Another element of our growth strategy is to pursue revenue growth opportunities in markets we have not traditionally served, such as the automotive, electronics, aerospace/defense, communications and consumer electronics. We believe that we may be able to reduce some of the cyclicity that we have historically experienced by further diversifying our revenue streams outside the semiconductor ATE market. We see the most potential for this within our Thermal Products segment. For the years ended December 31, 2011 and 2010 approximately \$12.6 million or 27% and \$8.0 million or 17%, respectively, of our consolidated net revenues were derived from markets outside semiconductor test. These revenues were all generated by our Thermal Products segment. We cannot determine at this time whether we will continue to be successful in building our sales in these non-traditional markets or what the growth rate of our sales in these markets will be in future periods.

*Providing Technologically Advanced Solutions* . We are committed to designing and producing only the highest quality products which incorporate innovative designs to achieve optimal cost-effectiveness and functionality for each customer's particular situation. Our engineering and design staff is continually engaged in developing new and improved products and manufacturing processes.

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## **inTEST CORPORATION FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2011**

### **Item 1. BUSINESS (Continued)**

*Pursuing Synergistic Acquisitions* . A key element of our growth strategy has been to acquire businesses, technologies or products that are complementary to our current product offerings. Since our initial public offering in 1997, we have acquired several businesses which have enabled us to expand our line of product offerings and have given us the opportunity to market a broader range of products to our customer base and, in the case of both the Tempronic acquisition in 2000 and the Sigma acquisition in 2008, provided access to markets that are less sensitive to cyclicity than the ATE market. We seek to make acquisitions that will further expand our product lines as well as increase our exposure to markets outside of the ATE market.

*Leveraging Our Strong Customer Relationships* . Our technical personnel work closely with ATE manufacturers to design tester interface and docking hardware that are compatible with their ATE. As a result, we are often privy to proprietary technical data and information about these manufacturers' products. We believe that because we do not compete with ATE manufacturers in the prober, handler and tester markets, we have been able to establish strong collaborative relationships with these manufacturers that enable us to develop ancillary ATE products on an accelerated basis.

*Maintaining Our International Presence* . Our existing and potential customers are concentrated in certain regions throughout the world. We believe that we must maintain a presence in the markets in which our customers operate. We currently have offices in the U.S., U.K., Germany and Singapore.

*Controlling costs*. At the same time as we are pursuing growth opportunities, we will seek ways to more aggressively streamline our cost structure, so that we are positioned to offer products at prices that provide the margin for a reasonable profit as well as the resources for continual product development.

## OUR SEGMENTS

Our business is managed as three segments, which are also our reporting units: Mechanical Products, Thermal Products and Electrical

Products. Our Mechanical Products segment consists of our manufacturing operation in Mt. Laurel, New Jersey. Our Thermal Products segment consists of our subsidiaries in Mansfield, Massachusetts (Temptronic Corporation and Sigma Systems Corp), Germany (Temptronic GmbH), and Singapore (inTEST Pte Ltd.). Our Electrical Product segment consists of our subsidiary in San Jose, California (inTEST Silicon Valley Corporation).

Semiconductor manufacturers use our mechanical products during testing of wafers and specialized packaged ICs. They use our thermal and electrical products in both front-end and back-end testing of ICs. These ICs include microprocessors, digital signal processing chips, mixed signal devices, MEMS (Micro-Electro-Mechanical Systems), application specific ICs and specialized memory ICs, and are used primarily in the automotive, aerospace, computer, consumer products and telecommunications industries. We custom design most of our products for each customer's particular combination of ATE.

### Mechanical Products

*Manipulator Products.* We offer four lines of manipulator products: the in2(R), the M Series, the Aero Series and the Cobal Series. These free-standing universal manipulators can hold a variety of test heads and enable an operator to reposition a test head for alternate use with any one of several probers or handlers on a test floor. Certain members of the Aero family are also available as a lower-cost solution for dedicated prober-only or handler-only test cell applications.

The in2(R) and Cobal Series of manipulator products incorporate our balanced floating-head design. This design permits a test head weighing up to 3,000 pounds to be held in an effectively weightless state, so it can be moved manually or with optional powered assistance, up or down, right or left, forward or backward and rotated around each axis (known as six degrees of motion freedom) by an operator using a modest amount of force. The same design features enable the operator to dock the test head without causing inadvertent damage to the fragile electrical contacts. As a result, after testing a particular production lot of ICs, the operator can quickly and easily disconnect a test head that is held in an in2(R) manipulator and equipped with our docking hardware and dock it to another electronic device handler for testing either a subsequent lot of the same packaged ICs or to test different ICs. The in2(R) and Cobal Series manipulators range in price from approximately \$12,000 to \$60,000.

The M Series line of manipulator products consists of the M400 and M500 manipulators. These compact universal manipulators are designed to handle test heads weighing less than 550 pounds. The up and down movement is counter-balanced by an air-pressure-based floating state technology. The M Series manipulators range in price from approximately \$12,000 to \$30,000.

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### **Item 1. BUSINESS (Continued)**

The Aero Series of manipulator products consists of the Aero 450H and Aero 150P manipulators. These manipulators are designed to handle test heads weighing less than 1,500 pounds. The up and down movement is supported by an air-pressure-based floating state technology. The Aero Series manipulators range in price from \$10,000 to \$30,000.

*Docking Hardware Products .* Our docking hardware products protect the delicate interface contacts and ensure proper repeatable and precise alignment between the test head's interface board and the prober's probing assembly or the handler's test socket as they are brought together, or "docked." A simple cam action docks and locks the test head to the prober or handler, thus eliminating motion of the test head relative to the prober or handler. This minimizes deterioration of the interface boards, test sockets and probing assemblies which is caused by constant vibration during testing. Our docking hardware products are used primarily with floating-head universal manipulators when maximum mobility and inter-changeability of handlers and probers between test heads is required. By using our docking hardware products, semiconductor manufacturers can achieve cost savings through improved ATE utilization, improved accuracy and integrity of test results, and reduced repairs and replacements of expensive ATE interface products.

We believe our docking hardware products offer our customers the ability to make various competing brands of test heads compatible with various brands of probers and handlers by only changing interface boards. This is called "plug-compatibility." Plug-compatibility enables increased flexibility and utilization of test heads, probers and handlers purchased from various manufacturers. We believe that because we do not compete with ATE manufacturers in the sale of probers, handlers or testers, ATE manufacturers are willing to provide us with the information that is integral to the design of plug-compatible products. Our docking hardware products range in price from approximately \$2,000 to \$25,000.

### Thermal Products

Our thermal products are sold into the environmental test market encompassing a wide variety of industries including aerospace, automotive, communications, consumer electronics, defense and semiconductor industries. Our thermal products enable a manufacturer to test semiconductor wafers and ICs, electronic components and assemblies, mechanical assemblies and electromechanical assemblies. These products provide the ability to characterize and stress test a variety of materials over extreme and variable temperature conditions that can occur in actual use.

*ThermoStream(R) Products* : Our ThermoStream(R) products are used in the semiconductor industry as a stand-alone temperature management tool, or in a variety of electronic test applications as part of our MobileTemp(TM) systems. ThermoStream(R) products provide a source of heated and cooled air which can be directed over the component or device under test. These systems are capable of controlling temperatures to within +/- 0.1 degree Celsius over a range of -90 degrees Celsius to as high as +225 degrees Celsius within 1.0 degree Celsius of accuracy. As a stand-alone tool, ThermoStreams(R) provide a temperature-controlled air stream to rapidly change and stabilize the temperature of packaged ICs and other devices.

Our MobileTemp(TM) Series combines our ThermoStream(R) products with our family of exclusive, high-speed ThermoChambers (TM) to offer thermal test systems with fast, uniform temperature control in a compact package enabling temperature testing at the test location. MobileTemp(TM) Systems are designed specifically for small thermal-mass applications beyond the semiconductor market and have found application in the automotive, electronic, fiber optic and oil field service industries testing such things as electronic sub-assemblies, sensor assemblies, and printed circuit boards.

Traditionally, our customers used ThermoStream(R) products primarily in engineering, quality assurance and small-run manufacturing environments. However, increasingly, our customers use ThermoStream(R) products in longer-run production applications. ThermoStream(R) and MobileTemp(TM) products range in price from approximately \$6,000 to \$50,000.

Sigma Systems has significantly broadened our product line and provided access to a wide array of market applications. Sigma products are used to test or condition products in almost every market, including food, electronic test, and material test, to name a few.

*ThermoChambers(TM)*: Our chamber products are available in a variety of sizes, from small bench-top units to chambers with internal volumes of twenty-seven cubic feet and greater and with temperature ranges as wide as of -190 degrees Celsius to +500 degrees Celsius. Chambers can be designed to utilize liquid nitrogen or liquid carbon dioxide cooling or mechanical refrigeration, and sometimes both. These chambers can accommodate large thermal masses and are found in both laboratory and production environments. Chambers are priced from \$15,000 to \$150,000.

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**Item 1. BUSINESS (Continued)**

*Thermal Platforms*: Our platforms are available in surface sizes ranging from 7.2 square inches to 396 square inches. They provide a flat, thermally conductive, precisely temperature controllable surface that is ideal for conditioning and testing devices with a flat surface. Platforms are available with temperature ranges as broad as -185 degrees Celsius to +250 degrees Celsius. Thermal platforms can be designed to utilize either liquid nitrogen or liquid carbon dioxide cooling or mechanical refrigeration. Platforms offer virtually unimpeded access to the device under test and their easy access and compact size makes them ideal for convenient bench-top use. Platforms are priced from \$6,500 to \$65,000.

*ThermoChuck(R) Products* : Our ThermoChuck(R) precision vacuum platform assemblies, used primarily in the semiconductor industry, quickly change and stabilize the temperature of semiconductor wafers accurately and uniformly during testing without removing the wafer from its testing environment. Such temperatures can range from as low as -65 degrees Celsius to as high as +400 degrees Celsius. ThermoChucks(R) are incorporated into wafer prober equipment for laboratory analysis and for in-line production testing of semiconductor wafers. ThermoChuck(R) products range in price from approximately \$16,000 to \$90,000.

*Electrical Products*

Our electrical products, which include various types of tester interfaces, provide the electrical connections between the tester and the wafer prober or IC handler to carry the electrical signals between the tester and the probe card on the prober or the test socket on the handler. Our designs optimize the integrity of the transmitted signal which increases the accuracy of the test data. Therefore, our tester interfaces can be used with high speed, high frequency, digital or mixed signal testers used in testing more complex ICs. Because our tester interface products enable the tester to provide more reliable yield data, our interfaces may also reduce IC production costs. We design standard and modular interface products to address most possible tester/prober combinations on the market today. In addition, we provide a custom design service that will allow any of our customers to use virtually any tester, prober or handler combination with any type of device, such as analog, digital, mixed signal and radio frequency. For example, our Centaur(R) modular interface is designed to provide flexibility and scalability through the use of replaceable signal modules which can be easily changed on the test floor as our customers' testing requirements change. In addition to the Centaur(R) modular interface, we also offer over 200 different types of tester interface models that we custom designed for our customers' specific applications. These products range in price from approximately \$5,000 to \$70,000.

*Financial Information About Product Segments and Geographic Areas*

Please see Note 17 of our consolidated financial statements included in Item 8 of this Report on Form 10-K for additional data regarding net revenues, profit or loss and total assets of each of our segments and revenues attributable to foreign countries.

## MARKETING, SALES AND CUSTOMER SUPPORT

We market and sell our products primarily in markets where semiconductors are manufactured. North American and European semiconductor manufacturers have located most of their back-end factories in Southeast Asia. The front-end wafer fabrication plants of U.S. semiconductor manufacturers are primarily in the U.S. Likewise, European, Taiwanese, South Korean and Japanese semiconductor manufacturers generally have located their wafer fabrication plants in their respective countries.

*Mechanical and Electrical Products* : In North America, we sell to semiconductor manufacturers principally through the use of independent, commissioned sales representatives. North American sales representatives also coordinate product installation and support with our technical staff and participate in trade shows.

Our internal sales staff handles sales to ATE manufacturers and is responsible for a portfolio of customer accounts and for managing certain independent sales representatives. In addition, our account managers are responsible for pricing, quotations, proposals and transaction negotiations, and they assist with applications engineering and custom product design. Technical support is provided to North American customers and independent sales representatives by employees based in New Jersey, California and Texas.

In Europe we sell to semiconductor and ATE manufacturers through our internal sales staff and through the use of independent sales representatives. Technical support is provided to European customers by an employee based in the UK or by independent sales representatives who we have trained. In China, Japan, Malaysia, the Philippines, Singapore, South Korea, Taiwan and

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### **inTEST CORPORATION FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2011**

#### **Item 1. BUSINESS (Continued)**

Thailand, we sell through the use of independent sales representatives who are supervised by our internal sales staff. International sales representatives are responsible for sales, installation, support and trade show participation in their geographic market areas. Technical support is provided to Asian customers primarily by employees based in Malaysia, the Philippines and Taiwan.

*Thermal Products* : We market our thermal products under the inTEST Thermal Solutions name and sales to ATE manufacturers are handled directly by our own sales force. Sales to semiconductor manufacturers and customers in other industries in the U.S. are handled through independent sales representative organizations. In Singapore and Malaysia, our sales and service are handled through our internal sales and service staff. In the rest of Asia, our sales are handled through distributors. In Europe, sales managers at our office in Germany, as well as regional distributors and independent sales representatives, sell to semiconductor manufacturers and customers in other industries. We visit our distributors regularly and have trained them to sell and service all of our thermal products.

#### CUSTOMERS

We market all of our products to end users, which include semiconductor manufacturers and third-party foundries, test and assembly houses as well as original equipment manufacturers ("OEMs"), which include ATE manufacturers and their third-party outsource manufacturing partners. In the case of thermal products, we also market our products to independent testers of semiconductors, manufacturers of electronic, automotive and aeronautical products, and semiconductor research facilities. Our customers use our products principally in production testing, although our ThermoStream(R) products traditionally have been used largely in engineering development and quality assurance. We believe that we sell to most of the major semiconductor manufacturers in the world.

Texas Instruments Incorporated accounted for 12% and 14% of our consolidated net revenues in 2011 and 2010, respectively. Teradyne, Inc. accounted for 11% of our consolidated net revenues in 2010. While all three of our operating segments sold to these customers, these revenues were primarily generated by our Mechanical Products and Electrical Products segments. Our ten largest customers accounted for approximately 49% of our net revenues in both 2011 and 2010. The loss of any one or more of our largest customers, or a reduction in orders by a major customer, could materially reduce our net revenues or otherwise materially affect our business, financial condition, or results of operations.

Our largest customers in 2011 include:

#### Semiconductor Manufacturers

Analog Devices, Inc.  
Cypress Semiconductor Corporation  
Maxim Integrated Products, Inc.  
Texas Instruments Incorporated

#### ATE Manufacturers

Teradyne, Inc.  
Advantest Corporation

#### Other

Emerson Electric Co.  
Hakuto Co. Ltd.  
JDS Uniphase Corporation  
Raytheon Company

## MANUFACTURING AND SUPPLY

As of December 31, 2011, our principal manufacturing operations consisted of assembly and testing at our facilities in New Jersey, Massachusetts and California. In January 2011, we relocated our Mechanical Products segment manufacturing operations and our corporate offices from Cherry Hill, New Jersey to a new, smaller facility in Mt. Laurel, New Jersey. In February 2011, we relocated Temptronic's facility from Sharon, Massachusetts to a new, smaller facility in Mansfield, Massachusetts. The consolidation and relocations of manufacturing operations were done to reduce our fixed operating costs and streamline operations as more fully discussed in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" below.

We assemble most of our products from a combination of standard components and custom parts that have been fabricated to our specifications by either third-party manufacturers or our own fabrication operation in New Jersey. Our practice is to use the highest quality raw materials and components in our products. The primary raw materials used in fabricated parts are all widely available. We purchase substantially all of our components from multiple suppliers. Although we purchase certain raw materials and components from single suppliers, we believe that all materials and components are available in adequate amounts from other sources.

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**Item 1. BUSINESS (Continued)**

We conduct inspections of incoming raw materials, fabricated parts and components using sophisticated measurement equipment. This includes testing with coordinate measuring machines in all but one of our manufacturing facilities to ensure that products with critical dimensions meet our specifications. We have designed our inspection standards to comply with applicable MIL specifications and ANSI standards.

In 2001, we obtained ISO 9001:1994 certification at our New Jersey facility. During 2003, we made the determination to upgrade to ISO 9001:2000 at our New Jersey facility, which was completed in 2007. In May 2003, our San Jose, California facility obtained ISO 9001:2000 certification. Neither our New Jersey nor our San Jose, California facility have completed their 2009 ISO audits due to the loss of most of our internal ISO auditors in our reductions in force. As a result, we are no longer ISO 9001 certified, although we continue to employ all the practices embodied in this standard. Our Massachusetts facility completed ISO 9001:2000 certification in November 2004 and upgraded to ISO 9001:2008 in November 2009.

ENGINEERING AND PRODUCT DEVELOPMENT

Our success depends on our ability to provide our customers with products and solutions that are well engineered, and to design those products and solutions before, or at least no later than, our competitors. As of December 31, 2011, we employed a total of 25 engineers, who were engaged full time in engineering and product development. In addition, when the demands of engineering and product development projects exceed the capacity or knowledge of our in-house staff, we retain temporary third-party engineering and product development consultants to assist us. Our practice in many cases is to assign engineers to work with specific customers, thereby enabling us to develop the relationships and exchange of information that is most conducive to successful product development and enhancement. In addition, some of our engineers are assigned to new product research and development and have worked on such projects as the development of new types of universal manipulators, the redesign and development of new thermal products and the development of high performance interfaces.

Since most of our products are customized, we consider substantially all of our engineering activities to be engineering and product development. We spent approximately \$3.2 million in 2011 and \$3.0 million in 2010 on engineering and product development, respectively.

PATENTS AND OTHER PROPRIETARY RIGHTS

Our policy is to protect our technology by filing patent applications for the technologies that we consider important to our business. We also rely on trademarks, trade secrets, copyrights and unpatentable know-how to protect our proprietary rights. It is our practice to require that all of our employees and third-party product development consultants assign to us all rights to inventions or other discoveries relating to our business that were made while working for us. In addition, all employees and third-party product development consultants agree not to disclose any private or confidential information relating to our technology, trade secrets or intellectual property.

As of December 31, 2011, we held 48 active U.S. patents and had 16 pending U.S. patent applications covering various aspects of our technology. Our U.S. patents expire at various times beginning in 2012 and extending through 2027. During 2011, we had six U.S. patents expire and one U.S. patent was issued. We also hold foreign patents and file foreign patent applications, in selected cases corresponding to our U.S. patents and patent applications, to the extent management deems appropriate.

While we believe that our patents and other proprietary rights are important to our business, we also believe that, due to the rapid pace of technological change in the semiconductor equipment industry, the successful manufacture and sale of our products also depends upon our engineering, manufacturing, marketing and servicing skills. In the absence of patent protection, we would be vulnerable to

competitors who attempt to copy or imitate our products or processes. We believe our intellectual property has value, and we have taken in the past, and will take in the future, actions we deem appropriate to protect such property from misappropriation. There can be no assurance, however, that such actions will provide meaningful protection from competition. For additional information regarding risks related to our intellectual property, see "Risk Factors."

## COMPETITION

We operate in an increasingly competitive environment within each of our product segments. Some of our competitors have greater financial resources and more extensive design and production capabilities than we do. Certain markets in which we operate have recently become more fragmented, with smaller companies entering the market. These new smaller entrants typically have much lower levels of fixed operating overhead than we do, which enables them to be profitable with

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### **inTEST CORPORATION FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2011**

#### **Item 1. BUSINESS (Continued)**

lower priced products. In order to remain competitive with these and other companies, we must be able to continue to commit a significant portion of our personnel, financial resources, research and development and customer support to developing new products and maintaining customer relationships worldwide.

Our competitors include independent manufacturers, ATE manufacturers and, to a lesser extent, semiconductor manufacturers' in-house ATE interface groups. Competitive factors in our market include price, functionality, timely product delivery, customer service, applications support, product performance and reliability. We believe that our long-term relationships with the industry's leading semiconductor manufacturers and other customers, and our commitment to, and reputation for, providing high quality products, are important elements in our ability to compete effectively in all of our markets.

Our principal competitors for manipulator products are Esmo-AG and Reid-Ashman Manufacturing. Our principal competitors for docking hardware products include Esmo AG, Knight Automation and Reid-Ashman Manufacturing. We also compete with the ATE manufacturers Advantest Corporation and Teradyne (who are also our customers) on the sale of docking hardware and manipulators.

Our principal competitors for Thermostream products are Thermonics and FTS Systems. Our principal competitors for ThermoChuck products include ERS Elektronik GmbH, Advanced Temperature Systems GmbH and Espec Corp. Our principal competitors for environmental chambers are Thermotron Industries, Cincinnati Sub-Zero Products, Inc. and Espec Corp. Our principal competitor for thermal platforms is Environmental Stress Systems Inc.

Our principal competitors for tester interface products are Reid-Ashman Manufacturing, Esmo AG and Integrated Test Corporation.

## BACKLOG

At December 31, 2011, our backlog of unfilled orders for all products was approximately \$4.0 million compared with approximately \$6.1 million at December 31, 2010. Our backlog includes customer orders which we have accepted, substantially all of which we expect to deliver in 2012. While backlog is calculated on the basis of firm purchase orders, a customer may cancel an order or accelerate or postpone currently scheduled delivery dates. Our backlog may be affected by the tendency of customers to rely on shorter lead times available from suppliers, including us, in periods of depressed demand. In periods of increased demand, there is a tendency towards longer lead times that has the effect of increasing backlog. As a result of these factors, our backlog at a particular date is not necessarily indicative of sales for any future period.

## EMPLOYEES

At December 31, 2011, we had 131 full time employees, including 60 in manufacturing operations, 48 in customer support/operations and 23 in administration. Substantially all of our key employees are highly skilled and trained technical personnel. None of our employees are represented by a labor union, and we have never experienced a work stoppage. From time to time we retain third-party contractors to assist us in manufacturing operations and engineering and product development projects.

## ADDITIONAL INFORMATION

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, and amendments to these reports that are filed with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act, are available free of charge through our website ([www.intest.com](http://www.intest.com)) as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC.

#### **Item 1A. RISK FACTORS**

The following are some of the factors that could materially and adversely affect our future performance or could cause actual results to differ materially from those expressed or implied in our forward-looking statements. The risks and uncertainties described below are not the only ones facing us and we cannot predict every event and circumstance that may adversely affect

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**Item 1A. RISK FACTORS** (Continued)

our business. However, these risks and uncertainties are the most significant factors that we have identified at this time. If one or more of these risks actually occurs, our business, results of operations, and/or financial condition would likely suffer, and the price of our stock could be negatively affected.

**Global economic cycles, which are difficult to predict, have had an impact on our business and may continue to do so.**

Demand for our products and our operating results have in the past been negatively affected by sudden downturns in the global economies and the resulting reduction in customer capital investment. Such conditions deteriorated significantly in many countries and regions in late 2008 and throughout 2009. While economic conditions began to improve during late 2009 in many countries and regions, they still remain below historical levels and may remain depressed for the foreseeable future. In the last year, political instability in Europe, the Middle East and North Africa has negatively affected global financial markets. In the past, these uncertainties have caused our customers to cancel or postpone deliveries of ordered systems and not to place new orders. Continued global economic uncertainties may continue to depress future sales of our products and services.

**Our sales are affected by the cyclicity of the semiconductor industry, which causes our operating results to fluctuate significantly.**

Our business depends in significant part upon the capital expenditures of semiconductor manufacturers. Capital expenditures by these companies depend upon, among other things, the current and anticipated market demand for semiconductors and the products that utilize them. Typically, semiconductor manufacturers curtail capital expenditures during periods of economic downturn. Conversely, semiconductor manufacturers increase capital expenditures when market demand requires the addition of new or expanded production capabilities or the reconfiguration of existing fabrication facilities to accommodate new products. These market changes have contributed in the past, and will likely continue to contribute in the future, to fluctuations in our operating results.

**We seek to further diversify the markets for our thermal products in order to increase the proportion of our sales attributable to industries which are less subject to cyclicity than the semiconductor industry. If we are unable to do so, our future performance will remain substantially exposed to the fluctuations of the cyclicity of the semiconductor industry.**

In recent years, we began selling our thermal products in industries outside of the semiconductor industry, including the automotive, aerospace and telecommunications industries. Our sales to these non-semiconductor industries were \$12.6 million or 27% of our consolidated net revenues in 2011 compared to \$8.0 million or 17% of our net revenues in 2010. Our goal is to further increase our sales into these and other non-semiconductor industries; however, in most cases, the expansion of our thermal product sales into these new markets has just begun, and we may experience difficulty in expanding our sales efforts further into these markets. These difficulties could include hiring sales and marketing staff with sufficient experience selling into these new markets and our ability to continue to develop products which meet the needs of customers in these markets and which are not currently offered by our competitors. If we are unable to continue to expand our sales in non-semiconductor industries, our net revenues and results of operations will remain substantially dependent upon the cycles of the semiconductor industry.

**New statutory and regulatory requirements, tax increases and changes in government spending could adversely affect our operating results.**

In recent years, the federal government launched an aggressive statutory and regulatory agenda with the goal of enacting social and economic reforms. This agenda includes health care reform legislation and financial system regulatory reform, as well as proposed climate change and other environmental legislation and regulations. In addition, many state and local governments are faced with budget crises that are causing these bodies to consider enacting significant tax increases, reducing or eliminating the use of net operating loss carryforwards or making significant budget cuts. It is uncertain how the applicable government agencies will enact the regulations necessary to carry out the statutory requirements. Accordingly, we cannot determine the costs and other effects of new legal requirements with certainty. For example, new legislation or regulations may cause us to experience increased costs as a direct result of our compliance efforts. At this point, we are unable to determine the impact that newly enacted federal healthcare legislation could have on our employer-sponsored medical plans. We may also indirectly experience increased costs to the extent such legal requirements increase the prices of goods and services that we purchase as a result of increased compliance costs to the vendors who provide these goods and services to us or the reduced

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**Item 1A. RISK FACTORS** (Continued)

availability of raw materials that we need to purchase. In addition, we cannot determine the impact that new legal requirements, tax increases or state and local government spending cuts will have on the business operations of our customers, where significant increases in operating costs due to the costs to comply with new legal requirements or tax increases may reduce their future product development and capital spending budgets. Our revenues and results of operations may be adversely affected by these new legal requirements and government actions.

**Our operating results often change significantly from quarter to quarter and may cause fluctuations in our stock price.**

During the last several years, our operating results have fluctuated significantly from quarter to quarter. We believe that these fluctuations occur primarily due to the cycles of demand in the semiconductor manufacturing industry. In addition to the changing cycles of demand in the semiconductor manufacturing industry, other factors that have caused our quarterly operating results to fluctuate in the past, and that may cause fluctuations and losses in the future, include:

- i the state of the U.S. and global economies;
- i changes in the buying patterns of our customers;
- i changes in our market share;
- i the technological obsolescence of our inventories;
- i quantities of our inventories greater than is reasonably likely to be utilized in future periods;
- i significant product warranty charges;
- i the recording of the reversal of valuation allowances against our deferred tax assets;
- i competitive pricing pressures;
- i the impairment of our assets due to reduced future demand for our products;
- i excess manufacturing capacity;
- i our ability to control operating costs;
- i costs associated with implementing restructuring initiatives;
- i delays in shipments of our products;
- i the mix of our products sold;
- i the mix of customers and geographic regions where we sell our products;
- i changes in the level of our fixed costs;
- i costs associated with the development of our proprietary technology;
- i costs and timing of integration of our acquisitions and plant consolidations and relocations;
- i our ability to obtain raw materials or fabricated parts when needed;
- i increases in costs of component materials;
- i cancellation or rescheduling of orders by our customers;
- i changes in government regulations; and
- i political or economic instability.

Because the market price of our common stock has tended to vary based on, and in relation to, changes in our operating results, fluctuations in the market price of our stock are likely to continue as variations in our quarterly results continue.

**Our business is subject to intense competition.**

We face significant competition throughout the world in each of our product segments. Some of our competitors have substantial financial resources and more extensive design and production capabilities than we do. In order to remain competitive, we must be able to continually commit a significant portion of our personnel and financial resources to developing new products and maintaining customer satisfaction worldwide. We expect our competitors to continue to improve the performance of their current products and introduce new products or technologies. Over the last several years, in response to significant declines in global demand for our products, some competitors have reduced their product pricing significantly, which has led to intensified price based competition, which could materially adversely affect our business, financial condition and results of operations.

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**Item 1A. RISK FACTORS** (Continued)

**We seek to acquire additional businesses. If we are unable to do so, our future rate of growth may be reduced or limited.**

A key element of our growth strategy is to acquire businesses, technologies or products that expand and complement our current businesses. We may not be able to execute our acquisition strategy if:

- i we are unable to identify suitable businesses or technologies to acquire;
- i we do not have the cash or access to required capital at the necessary time; or
- i we are unwilling or unable to outbid larger, more resourceful companies.

**Our acquisition strategy involves financial and management risks which may adversely affect our results in the future.**

If we acquire additional businesses, technologies or products, we will face the following additional risks:

- i future acquisitions could divert management's attention from daily operations or otherwise require additional management, operational and financial resources;
- i we might not be able to integrate future acquisitions into our business successfully or operate acquired businesses profitably;
- i we may realize substantial acquisition related expenses which would reduce our net earnings in future years; and
- i our investigation of potential acquisition candidates may not reveal problems and liabilities of the companies that we acquire.

If any of the events described above occur, our earnings could be reduced. If we issue shares of our stock or other rights to purchase our stock in connection with any future acquisitions, we would dilute our existing stockholders' interests and our earnings per share may decrease. If we issue debt in connection with any future acquisitions, lenders may impose covenants on us which could, among other things, restrict our ability to increase capital expenditures or to acquire additional businesses.

**We generate a large portion of our sales from a small number of customers. If we were to lose one or more of our large customers, operating results could suffer dramatically.**

Texas Instruments Incorporated accounted for 12% and 14% of our consolidated net revenues in 2011 and 2010, respectively. Teradyne, Inc. accounted for 11% of our consolidated net revenues in 2010. While all three of our operating segments sold to these customers, these revenues were primarily generated by our Mechanical Products and Electrical Products segments. Our ten largest customers accounted for approximately 49% of our net revenues in both 2011 and 2010. The loss of any one or more of our largest customers, or a reduction in orders by a major customer, could materially reduce our net revenues or otherwise materially affect our business, financial condition or results of operations.

**Changes in the buying patterns of our customers have affected, and may continue to affect, demand for our products and our gross and net operating margins. Such changes in patterns are difficult to predict and may not be immediately apparent.**

In addition to the cyclicity of the semiconductor market, demand for our products and our gross and net operating margins have also been affected by changes in the buying patterns of our customers. We believe that in recent years there have been a variety of changes within the ATE market, including, for example, changing product requirements, longer time periods between new product offerings by OEMs and changes in customer buying patterns. In particular, demand for our mechanical and electrical products, which are sold exclusively within the ATE industry, and our operating margins in these product segments have been affected by shifts in the competitive landscape, including (i) customers placing heightened emphasis on shorter lead times (which places increased demands on our available engineering and production capacity increasing unit costs) and ordering in smaller quantities (which prevents us from acquiring component materials in larger volumes at lower cost and increasing unit costs), (ii) the increasing practice of OEM manufacturers to specify other suppliers as primary vendors, with less frequent opportunities to compete for such designations, (iii) customers requiring products with a greater range of use at the lowest cost, and (iv) customer supply line management groups demanding lower prices and spreading purchases across multiple vendors. These shifts in market practices have had, and may continue to have, varying degrees of impact on our net

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**Item 1A. RISK FACTORS** (Continued)

revenues and our gross and net operating margins. Such shifts are difficult to predict and may not be immediately apparent, and the impact of these practices is difficult to quantify from period to period. There can be no assurance that we will be successful in implementing effective strategies to counter these shifts.

**Our customers' purchasing patterns can vary significantly from month to month and cannot be easily predicted, thus resulting in fluctuations in our backlog and quarterly results.**

Our backlog at December 31, 2011 was \$4.0 million compared to \$6.1 million at December 31, 2010. Our backlog at the beginning of a

quarter typically does not include all orders necessary to achieve our sales objectives for that quarter. Orders in our backlog are subject to cancellation, delay or rescheduling by our customers with limited or no penalties or ability to collect bill back amounts. Throughout recent years, we have experienced customer-requested shipment delays and order cancellations, and we believe it is probable that orders will be cancelled and/or delayed in the future. In addition, during a downturn, some of our customers may rely on short lead times generally available from suppliers, including us, whereas in periods of stronger demand, and longer lead times, customers need to book orders earlier.

**We have experienced problems with several customers in collecting outstanding accounts receivable due to cash flow difficulties related to the global economic recession.**

Historically, the majority of our customers have paid their outstanding accounts receivable due to us within 30 to 60 days of the shipment date. During 2009 and the first half of 2010, as a result of the global economic recession, we saw many of our customers delay the payment of their outstanding amounts due to us. In addition, we had two customers enter bankruptcy, which caused us to either fully write off or partially write off the outstanding amounts they owed us. Recently, business conditions have improved and, as a result, we have seen our customers return to more historically normal payment patterns. However, should economic or business conditions deteriorate again, we may have additional customers seek relief under bankruptcy that would delay the collection of other outstanding accounts receivable or cause additional write offs of accounts receivable as bad debt. As a result, we may need to begin to factor our accounts receivable or obtain secured lines of credit at interest rates much higher than we have historically been offered for such lines of credit in order to maintain reasonable levels of cash to operate our business.

**If we do not continue to retain the services of key personnel, relationships with, and sales to, some of our customers could suffer, which could have a negative effect on our business.**

The loss of key personnel could adversely affect our ability to manage our business effectively. Our future success will depend largely upon the continued services of our senior management and other key employees. During 2009, in response to the significant operating losses we sustained and in an effort to conserve cash, we implemented workforce reductions, temporary salary reductions and furloughs, reduced or eliminated certain employee benefits and closed facilities. These actions had a negative impact on overall employee morale. In response to improved business conditions, in late 2009, we eliminated all furloughs for employees in our operations and restored salaries for employees and board retainers for directors on January 1, 2010 and restored the 401(k) Plan discretionary matching contribution for all domestic employees on April 1, 2010. In addition, due to improvements in our profitability, we were able to provide salary increases to our employees in both 2011 and 2010 after not providing salary increases for several years. As global economic conditions improve and employment opportunities increase, if we are unable to increase employee salaries and maintain employee benefits which have been previously reduced or eliminated, we may not be able to retain our senior management and other key employees. Our business could suffer if we are unable to retain one or more of our senior officers or other key employees.

**Our industry is subject to rapid technological change, and our business prospects would be negatively affected if we are unable to quickly and effectively respond to innovation in the semiconductor industry.**

Semiconductor technology continues to become more complex as manufacturers incorporate ICs into an increasing variety of products. This trend, and the changes needed in automatic testing systems to respond to developments in the semiconductor industry, are likely to continue. We cannot be certain that we will be successful or timely in developing, manufacturing or selling products that will satisfy customer needs or that will attain market acceptance. Our failure to provide products that effectively and timely meet customer needs or gain market acceptance will negatively affect our business prospects.

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**Item 1A. RISK FACTORS (Continued)**

**If we are not able to obtain patents on or otherwise preserve and protect our proprietary technologies, our business may suffer.**

We have obtained domestic and foreign patents covering some of our products which expire between the years 2012 and 2027, and we have applications pending for additional patents. Some of our products utilize proprietary technology that is not covered by a patent or similar protection, and, in many cases, cannot be protected. We cannot be certain that:

- i any additional patents will be issued on our applications;
- i any patents we own now or in the future will protect our business against competitors that develop similar technology or products;
- i our patents will be held valid if they are challenged or subjected to reexamination or reissue;
- i others will not claim rights to our patented or other proprietary technologies; or
- i others will not develop technologies which are similar to, or can compete with, our unpatented proprietary technologies.

If we cannot obtain patent or other protection for our proprietary technologies, our ability to compete in our markets could be impaired.

**Claims of intellectual property infringement by or against us could seriously harm our businesses.**

From time to time, we may be forced to respond to or prosecute intellectual property infringement claims to defend or protect our rights or a customer's rights. These claims, regardless of merit, may consume valuable management time, result in costly litigation or cause product shipment delays. Any of these factors could seriously harm our business and operating results. We may have to enter into royalty or licensing agreements with third parties who claim infringement. These royalty or licensing agreements, if available, may be costly to us. If we are unable to enter into royalty or licensing agreements with satisfactory terms, our business could suffer. In instances where we have had reason to believe that we may be infringing the patent rights of others, or that someone may be infringing our patent rights, we have asked our patent counsel to evaluate the validity of the patents in question, as well as the potentially infringing conduct. If we become involved in a dispute, neither the third parties nor the courts are bound by our counsel's conclusions.

**A substantial portion of our customers are located outside the U.S., which exposes us to foreign political and economic risks.**

We have operated internationally for many years and expect to expand our international operations as necessary to continue expansion of our sales and service to our non-U.S. customers. Our foreign subsidiaries generated 16% and 10% of consolidated net revenues in 2011 and 2010, respectively. Net revenues from foreign customers totaled \$28.1 million, or 59% of consolidated net revenues, in 2011 and \$28.7 million, or 62% of consolidated net revenues, in 2010. We expect our net revenues from foreign customers will continue to represent a significant portion of total net revenues. However, in addition to the risks generally associated with sales and operations in the U.S., sales to customers outside the U.S. and operations in foreign countries are subject to additional risks, which may, in the future, affect our operations. These risks include:

- | political and economic instability in foreign countries;
- | the imposition of financial and operational controls and regulatory restrictions by foreign governments;
- | the need to comply with a wide variety of U.S. and foreign import and export laws;
- | trade restrictions;
- | changes in tariffs and taxes;
- | longer payment cycles;
- | fluctuations in currency exchange rates; and
- | the greater difficulty of administering business abroad.

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**Item 1A. RISK FACTORS (Continued)**

**A significant portion of our cash position is maintained overseas.**

While much of our cash is in the U.S., a significant portion is generated from and maintained by our foreign operations. Our financial condition and results of operations could be adversely impacted if we are unable to maintain a sufficient level of cash flow in the U.S. to address our cash requirements or we are unable to efficiently and timely repatriate cash from overseas. Any payment of distributions, loans or advances to us by our foreign subsidiaries could be subject to restrictions on, or taxation of, dividends or repatriation of earnings under applicable local law, monetary transfer restrictions and foreign currency exchange regulations in the jurisdictions in which our subsidiaries operate. If we are unable to repatriate the earnings of our subsidiaries it could have an adverse impact on our ability to redeploy earnings in other jurisdictions where they could be used more profitably.

**Changes in securities laws and regulations have increased, and may continue to increase, our costs of compliance with such laws and regulations.**

Changes in securities laws and regulations have increased our legal compliance and financial reporting costs. Additional recent changes and future changes in securities regulations are expected to continue to affect our costs. We are continuing to evaluate and monitor regulatory developments and cannot estimate the timing or magnitude of additional costs we may incur as a result.

**The inability to maintain effective internal control over financial reporting may result in a loss of investor confidence in the accuracy and completeness of our financial reporting.**

Section 404 of the Sarbanes-Oxley Act of 2002 and the accompanying rules and regulations promulgated by the SEC to implement that law require us to include in our Annual Reports on Form 10-K a report by our management regarding the effectiveness of our internal control over financial reporting. During our assessment process, if our management identifies one or more material weaknesses in our internal controls over financial reporting that cannot be remediated in a timely manner, we may be unable to assert that our internal

control is effective. While our assessment (as reported in Item 9A of this Report) is that our internal control over financial reporting was effective as of December 31, 2011, the effectiveness of our internal control in future periods cannot be assured, and the effectiveness of our internal control over financial reporting may deteriorate. If we are unable to assert that our internal control over financial reporting is effective as of any future date, we could lose investor confidence in the accuracy and completeness of our financial reports, which could have an adverse effect on our stock price.

**Item 1B. UNRESOLVED STAFF COMMENTS**

None.

**Item 2. PROPERTIES**

At December 31, 2011, we leased 7 facilities worldwide. The following chart provides information regarding each of our principal facilities that we occupied at December 31, 2011.

<u>Location at December 31, 2011</u>	<u>Lease Expiration</u>	<u>Approx. Square Footage</u>	<u>Principal Uses</u>	<u>New Location</u>	<u>New Lease Expiration</u>	<u>Approx. Square Footage</u>
Mt. Laurel, NJ	4/21	54,897	Corporate headquarters and Mechanical Products segment operations.	N/A	N/A	N/A
Mansfield, MA	8/21	52,700	Thermal Products segment operations.	N/A	N/A	N/A
San Jose, CA	4/12	25,088	Electrical Products segment operations.	Fremont, CA	9/17	15,746

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**Item 2. PROPERTIES (Continued)**

When the lease for our current facility in San Jose, CA expires in April 2012, we will be relocating this operation to a 15,746 square foot facility in Fremont, CA. We signed the lease for this new facility on January 9, 2012. All of our facilities have space to accommodate our needs for the foreseeable future.

**Item 3. LEGAL PROCEEDINGS**

From time to time we may be a party to legal proceedings occurring in the ordinary course of business. We are not currently involved in any material legal proceedings.

**Item 4. MINE SAFETY DISCLOSURES**

Not applicable.

**PART II**

**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock is traded on NASDAQ under the symbol "INTT." The following table sets forth the high and low sale prices of our common stock, as reported on the NASDAQ Capital Market, for the periods indicated. Sale prices have been rounded to the nearest full cent.

	<i>Sales Price</i>	
	<i>High</i>	<i>Low</i>
<u>2011</u>		
First Quarter	\$4.67	\$2.56
Second Quarter	4.33	3.19
Third Quarter	3.84	2.50
Fourth Quarter	2.88	2.13

<u>2010</u>		
First Quarter	2.05	1.30
Second Quarter	4.65	1.52
Third Quarter	4.34	2.38
Fourth Quarter	3.46	2.15

On March 15, 2012, the closing price for our common stock as reported on the NASDAQ Capital Market was \$3.42. As of March 15, 2012, we had 10,386,927 shares outstanding that were held of record by approximately 1,000 beneficial and record holders.

We have not paid dividends on our common stock since our initial public offering in 1997, and we do not plan to pay cash dividends in the foreseeable future. Our current policy is to retain any future earnings for reinvestment in the operation and expansion of our business, including possible acquisitions of other businesses, technologies or products. Payment of any future dividends will be at the discretion of our Board of Directors. In addition, our current credit agreement prohibits us from paying cash dividends without the lender's prior consent.

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**Item 6. SELECTED FINANCIAL DATA**

The following table contains certain selected consolidated financial data of inTEST and is qualified by the more detailed Consolidated Financial Statements and Notes thereto included elsewhere in this Annual Report on Form 10-K and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the other financial information included in this Annual Report on Form 10-K.

	<i>Years Ended December 31,</i>				
	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2008</i>	<i>2007</i>
<b>Condensed Consolidated Statement of Operations Data:</b>	(in thousands, except per share data)				
Net revenues	\$47,266	\$46,204	\$23,499	\$38,790	\$48,705
Gross margin	22,893	22,145	7,813	13,785	18,695
Operating income (loss)	7,578	7,350	(5,046)	(9,440)	(6,853)
Net earnings (loss)	9,863	7,252	(4,843)	(9,133)	(6,739)
Net earnings (loss) per common share:					
Basic	\$0.97	\$0.72	\$(0.49)	\$(0.97)	\$(0.73)
Diluted	\$0.96	\$0.72	\$(0.49)	\$(0.97)	\$(0.73)
Weighted average common shares outstanding :					
Basic	10,148	10,019	9,975	9,465	9,215
Diluted	10,286	10,142	9,975	9,465	9,215

	<i>As of December 31,</i>				
	<i>2011</i>	<i>2010</i>	<i>2009</i>	<i>2008</i>	<i>2007</i>
<b>Condensed Consolidated Balance Sheet Data:</b>	(in thousands)				
Cash and cash equivalents	\$13,957	\$ 6,895	\$ 2,647	\$ 7,137	\$12,215
Working capital	19,759	11,793	6,252	10,680	18,649
Total assets	31,237	21,408	15,144	20,492	27,723
Long-term debt, net of current portion	-	-	1,144	1,526	8
Total stockholders' equity	26,199	16,104	8,594	13,467	21,507

## Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Risk Factors and Forward-Looking Statements

In addition to historical information, this discussion and analysis contains statements relating to possible future events and results that are considered "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements can often be identified by the use of forward-looking terminology such as "believes," "expects," "intends," "may," "will," "should" or "anticipates" or similar terminology. See Part I, Item 1 - "Business - Cautionary Statement Regarding Forward-Looking Statements" for examples of statements made in this report which may be "forward-looking statements." These statements involve risks and uncertainties and are based on various assumptions. Although we believe that our expectations are based on reasonable assumptions, investors and prospective investors are cautioned that such statements are only projections, and there cannot be any assurance that these events or results will occur.

Information about the primary risks and uncertainties that could cause our actual future results to differ materially from our historic results or the results described in the forward-looking statements made in this report or presented elsewhere by Management from time to time are included in Part I, Item 1A - "Risk Factors."

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### **inTEST CORPORATION FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2011**

## Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS (Continued)

### Overview

This MD&A should be read in conjunction with the accompanying consolidated financial statements.

Our business and results of operations are substantially dependent upon the demand for ATE by semiconductor manufacturers and companies that specialize in the testing of ICs. Demand for ATE is driven by semiconductor manufacturers that are opening new, or expanding existing, semiconductor fabrication facilities or upgrading existing equipment, which in turn is dependent upon the current and anticipated market demand for semiconductors and products incorporating semiconductors. In the past, the semiconductor industry has been highly cyclical with recurring periods of oversupply, which often have a severe impact on the semiconductor industry's demand for ATE, including the products we manufacture. This can cause wide fluctuations in both our orders and net revenues and, depending on our ability to react quickly to these shifts in demand, can significantly impact our results of operations. These industry cycles are difficult to predict and in recent years have become more volatile and, in certain cases, shorter in duration. Because the industry cycles are generally characterized by sequential periods of growth or declines in orders and net revenues during each cycle, year over year comparisons of operating results may not always be as meaningful as comparisons of periods at similar points in either up or down cycles. In addition, during both downward and upward cycles in our industry, in any given quarter, the trend in both our orders and net revenues can be erratic. This can occur, for example, when orders are canceled or currently scheduled delivery dates are accelerated or postponed by a significant customer or when customer forecasts and general business conditions fluctuate during a quarter.

We believe that purchases of most of our products are typically made from semiconductor manufacturers' capital expenditure budgets. Certain portions of our business, however, are generally less dependent upon the capital expenditure budgets of the end users. For example, purchases of certain related ATE interface products, such as sockets and interface boards, which must be replaced periodically, are typically made from the end users' operating budgets. In addition, purchases of certain of our products, such as docking hardware, for the purpose of upgrading or improving the utilization, performance and efficiency of existing ATE, tend to be counter cyclical to sales of new ATE. Moreover, we believe a portion of our sales of thermal products results from the increasing need for temperature testing of circuit boards and specialized components that do not have the design or quantity to be tested in an electronic device handler. In addition, we market our Thermostream temperature management systems in industries outside semiconductor test, such as the automotive, aerospace and telecommunications industries. We believe that these industries usually are less cyclical than the ATE industry.

While the majority of our orders and net revenues are derived from the ATE market, our operating results do not always follow the overall trend in the ATE market in any given period. We believe that these anomalies may be driven by a variety of changes within the ATE market, including, for example, changing product requirements, longer time periods between new product offerings by OEMs and changes in customer buying patterns. In particular, demand for our mechanical and electrical products, which are sold exclusively within the ATE industry, and our operating margins in these product segments have been affected by shifts in the competitive landscape, including (i) customers placing heightened emphasis on shorter lead times (which places increased demands on our available

engineering and production capacity increasing unit costs) and ordering in smaller quantities (which prevents us from acquiring component materials in larger volumes at lower cost and increasing unit costs), (ii) the practice of OEM manufacturers to specify other suppliers as primary vendors, with less frequent opportunities to compete for such designations, (iii) the role of third-party test and assembly houses in the ATE market and their requirement of products with a greater range of use at the lowest cost, and (iv) customer supply line management groups demanding lower prices and spreading purchases across multiple vendors. These shifts in market practices have had, and may continue to have, varying levels of impact on our operating results, which are difficult to quantify or predict from period to period. Management has taken, and will continue to take, such actions it deems appropriate to adjust our strategies, products and operations to counter such shifts in market practices as they become evident.

*Net Revenues and Orders*

The following table sets forth, for the periods indicated, a breakdown of the net revenues from unaffiliated customers both by product segment and geographic area (based on the location to which the goods are shipped).

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(Continued)

	<i>Years Ended December 31,</i>	
	<i>2011</i>	<i>2010</i>
<b><i>Net revenues from unaffiliated customers:</i></b>		
Mechanical Products	\$15,208	\$20,087
Thermal Products	26,942	18,194
Electrical Products	5,151	7,973
Intersegment sales	(35)	(50)
	<u>\$47,266</u>	<u>\$46,204</u>
<b><i>Intersegment sales:</i></b>		
Mechanical Products	\$ 7	\$ 9
Thermal Products	-	-
Electrical Products	28	41
	<u>\$35</u>	<u>\$50</u>
<b><i>Net revenues from unaffiliated customers (net of intersegment sales):</i></b>		
Mechanical Products	\$15,201	\$20,078
Thermal Products	26,942	18,194
Electrical Products	5,123	7,932
	<u>\$47,266</u>	<u>\$46,204</u>
<b><i>Net revenues from unaffiliated customers:</i></b>		
U.S.	\$19,165	\$17,510
Foreign	28,101	28,694
	<u>\$47,266</u>	<u>\$46,204</u>

Our consolidated net revenues for the year ended December 31, 2011 increased \$1.1 million or 2% as compared to 2010. This increase consisted of an \$8.8 million or 48% increase in the net revenues (net of intersegment sales) of our Thermal Products segment which was offset by decreases in the net revenues (net of intersegment sales) of our Mechanical and Electrical Products segments of \$4.9 million or 24% and \$2.8 million or 35%, respectively. We believe the decrease in the level of net revenues in our Mechanical and Electrical Products segments during 2011 reflects reduced demand within the ATE industry, which we began to see reflected in the level of our orders for these segments during the second quarter of 2011. We believe the increase in the net revenues of our Thermal Products segment as compared to the decreases in our other two product segments primarily reflects that this segment has historically lagged our other two product segments in regard to experiencing the impact of both increases and decreases in the levels of demand within the ATE industry. In addition, approximately 50-60% of this segment's sales are to customers in various industries outside the ATE industry where we have experienced recent strength in demand.

Total consolidated orders for the year ended December 31, 2011 were \$45.2 million compared to \$47.7 million for 2010. For the year ended December 31, 2011, orders for our Mechanical, Thermal and Electrical Products segments were \$13.3 million, \$26.8 million and \$5.1 million, respectively, compared to \$20.1 million, \$19.4 million and \$8.2 million for 2010, respectively. Orders from customers in various industries outside the ATE industry were \$13.2 million or 29% of total consolidated orders for the year ended December 31,

2011 compared to \$9.0 million or 19% of total consolidated orders for the year ended December 31, 2010. We cannot be certain what the level of our orders or net revenues will be in any future period for any of our product segments.

### Backlog

At December 31, 2011, our backlog of unfilled orders for all products was approximately \$4.0 million compared with approximately \$6.1 million at December 31, 2010. Our backlog includes customer orders which we have accepted, substantially all of which we expect to deliver in 2012. While backlog is calculated on the basis of firm purchase orders, a customer may cancel an order or accelerate or postpone currently scheduled delivery dates. Our backlog may be affected by the tendency of customers to rely on short lead times available from suppliers, including us, in periods of depressed demand. In periods of increased demand, there is a tendency towards longer lead times that has the effect of increasing backlog. As a result, our backlog at a particular date is not necessarily indicative of sales for any future period.

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## **Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS** (Continued)

### Business Restructuring Initiatives

In response to the significant decline in our orders and net revenues during 2008 and early 2009, we took actions to reduce our cost structure, including facility closures, workforce reductions and salary and benefits reductions. We consider some of the actions we took to be temporary in nature, such as certain salary and benefits reductions for current employees. At the time we took these temporary actions, it was generally our intent to restore all or a portion of the reduced salary and benefits in future periods when our results of operations and our cash flows improved sufficiently so as to allow us to do so. Any such restoration impacts the ultimate level of savings which result from our restructuring actions. There were no additional restructuring actions taken in either 2010 or 2011. Effective January 1, 2010, we restored all of the temporary salary reductions we implemented in 2008 and 2009 for our domestic employees, with the exception of the salary of our Executive Chairman, which was restored to approximately 65% of its full reinstated level, reflecting a voluntary continued 35% reduction in his salary. Also on this date, we restored the fees paid to our Board of Directors, which had been reduced by approximately 50%. Effective April 1, 2010, we restored the 401(k) Plan discretionary matching contribution for all domestic employees and the Temptronic profit sharing contributions which had been suspended for most of these employees at the beginning of 2009. There are no other temporary actions remaining to be restored.

### Acquisition

On January 16, 2012, Temptronic Corporation acquired substantially all of the assets and certain liabilities of Thermonics, Inc. ("Thermonics"), a division of Test Enterprises, Inc., pursuant to the Asset Purchase Agreement dated December 9, 2011. Thermonics is engaged in the business of designing, manufacturing, selling and distributing temperature forcing systems used in the testing of various products under temperature controlled situations. The acquisition of the Thermonics business will broaden the product line of inTEST's thermal products division. The purchase price for the assets was approximately \$3.8 million in cash, plus the assumption of specified liabilities, including trade payables and certain customer contract obligations. We expect to complete the purchase price allocation for this transaction by June 30, 2012. For further discussion of the acquisition, see Note 19 to our consolidated financial statements.

### Product/Customer Mix

Our three product segments each have multiple products that we design, manufacture and sell to our customers. The gross margin on each product we offer is affected by a number of factors including the amount of intellectual property (such as patents) utilized in the product, the number of units ordered by the customer at one time, or the amount of inTEST designed and fabricated material included in our product compared with the amount of third-party designed and fabricated material included in our product. The weight of each of these factors, as well as the current market conditions, determines the ultimate sales price we can obtain for our products and the resulting gross margin.

The mix of products we sell in any period is ultimately determined by our customers' needs. Therefore, the mix of products sold in any given period can change significantly from the prior period. As a result, our consolidated gross margin can be significantly impacted in any given period by a change in the mix of products sold in that period.

We sell most of our products to semiconductor manufacturers and third-party test and assembly houses (end user sales) and to ATE manufacturers (OEM sales) who ultimately resell our equipment with theirs to semiconductor manufacturers. Our Thermal Products segment also sells into a variety of other industries including the aerospace, automotive, communications, consumer electronics and defense industries. The mix of customers during any given period will affect our gross margin due to differing sales discounts and commissions. For the years ended December 31, 2011 and 2010, our OEM sales as a percentage of net revenues were 12% and 18%, respectively, and our sales of thermal products in other industries outside the ATE industry as a percentage of net revenues were 27%

and 17%, respectively.

OEM sales generally have a lower gross margin than end user sales, as OEM sales historically have had a more significant discount. Our current net operating margins on most OEM sales, however, are only slightly less than margins on end user sales because of the payment of third party sales commissions on most end user sales. We have also continued to experience demands from our OEM customers' supply line managers to reduce our sales prices to them. If we cannot further reduce our manufacturing and operating costs, these pricing pressures will continue to reduce our gross and operating margins.

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**Results of Operations**

All of our products are used by semiconductor manufacturers in conjunction with ATE in the testing of ICs. In addition, some of the products manufactured by our Thermal Products segment are used in industries outside of the semiconductor industry, including the aerospace, automotive, communications, consumer electronics and defense industries. The results of operations for each product segment are generally affected by the same factors. Separate discussions and analyses for each product segment would be repetitive and obscure any unique factors that affected the results of operations of our different product segments. The discussion and analysis that follows, therefore, is presented on a consolidated basis and includes discussion of factors unique to each product segment where significant to an understanding of that segment.

The following table sets forth, for the periods indicated, the principal items included in the Consolidated Statements of Operations as a percentage of total net revenues.

	<i>Percentage of Net Revenues</i>	
	<i>Years Ended December 31,</i>	
	<i>2011</i>	<i>2010</i>
Net revenues	100.0%	100.0%
Cost of revenues	<u>51.6</u>	<u>52.1</u>
Gross margin	<u>48.4</u>	<u>47.9</u>
Selling expense	12.1	12.4
Engineering and product development expense	6.8	6.6
General and administrative expense	<u>13.5</u>	<u>13.0</u>
Operating income	16.0	15.9
Other income	<u>0.2</u>	<u>0.1</u>
Earnings before income tax expense (benefit)	16.2	16.0
Income tax expense (benefit)	<u>(4.7)</u>	<u>0.3</u>
Net earnings	<u>20.9 %</u>	<u>15.7 %</u>

**Year Ended December 31, 2011 Compared to Year Ended December 31, 2010**

*Net Revenues.* Net revenues were \$47.3 million for the year ended December 31, 2011 compared to \$46.2 million for the same period in 2010, an increase of \$1.1 million or 2%. This increase consisted of an \$8.8 million or 48% increase in the net revenues (net of intersegment sales) of our Thermal Products segment which was offset by decreases in the net revenues (net of intersegment sales) of our Mechanical and Electrical Products segments of \$4.9 million or 24% and \$2.8 million or 35%, respectively. We believe the increase in our consolidated net revenues during 2011 primarily reflects the factors previously discussed in the Overview.

During the year ended December 31, 2011, our net revenues from customers in the U.S. increased 10% while our net revenues from foreign customers decreased 2%, respectively, as compared to the same period in 2010. The impact of changes in foreign currency exchange rates on the decrease in net revenues from foreign customers was less than 1%.

*Gross Margin.* Gross margin was 48% for each of the years ended December 31, 2011 and 2010. Our fixed operating costs were relatively unchanged at 14% percent of net revenues for both 2011 and 2010. However, in absolute dollar terms, these costs increased \$206,000 during 2011 as compared to 2010. The \$206,000 increase in the absolute dollar value of our fixed operating costs primarily reflects higher salary and benefits expense as a result of increased levels of staff in our Thermal Products segment, and, to a lesser extent, annual salary adjustments for current staff in all of our product segments. The increase in salary and benefits expense was partially offset by reductions in facility related costs as a result of the relocation of two of our domestic operations to smaller facilities during the first quarter of 2011. During 2011, our component material costs represented 34% of net revenues compared to 35% of net

revenues in 2010. This decrease in our component material costs as a percentage of net revenues primarily reflects changes in product and customer mix. Both our direct labor costs and obsolescence expense were relatively unchanged as a percentage of net revenues for the year ended December 31, 2011 as

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compared to the same period in 2010, although our obsolescence expense increased \$60,000 in absolute dollar terms during 2011 as compared to 2010. The increase in the absolute dollar amount of our obsolescence expense primarily reflects the reduced demand in the second half of 2011 in the ATE industry, as previously discussed in the Overview, which resulted in an increase in the amount of items being written off as a result of applying our objective obsolescence and excess criteria.

*Selling Expense.* Selling expense was \$5.7 million for each of the years ended December 31, 2011 and 2010. Increases in salaries and benefits expense and travel, primarily reflecting additional sales staff and increased international travel, were offset by decreases in commissions, reflecting changes in product and customer mix. To a lesser extent there was also a reduction in accruals for product warranty claims in 2011 as compared to 2010, reflecting positive trends in our historical warranty experience.

*Engineering and Product Development Expense.* Engineering and product development expense was \$3.2 million for year ended December 31, 2011 compared to \$3.0 million for the same period in 2010, an increase of \$196,000 or 6%. The increase in engineering and product development expense primarily reflects higher legal fees related to our intellectual property, and, to a lesser extent, an increase in spending on materials used in research and development projects.

*General and Administrative Expense.* General and administrative expense was \$6.4 million for the year ended December 31, 2011 compared to \$6.0 million for the same period in 2010, an increase of \$333,000 or 6%. The increase primarily reflects higher salary and benefits expense as well as costs associated with our recent acquisition of Thermonics and the filing of our shelf registration statement. The increase in salary and benefits expense is primarily due to the hiring of additional staff as well as annual salary adjustments for current staff.

*Other Income.* Other income was \$81,000 for the year ended December 31, 2011 compared to \$50,000 for the same period in 2010, an increase of \$31,000. The increase primarily represents a reduction in interest expense as a result of repaying the notes payable to stockholder during the fourth quarter of 2010. This increase was partially offset by a reduction in gains on the sale of fully depreciated machinery and equipment in 2011 as compared to 2010.

*Income Tax Expense (Benefit).* For the year ended December 31, 2011, we recorded an income tax benefit of \$2.2 million compared with income tax expense of \$148,000 for the same period in 2010. On a quarterly basis, we record income tax expense or benefit based on the expected annualized effective tax rate for the various taxing jurisdictions in which we operate our businesses. During the past several years, due to our history of operating losses in both our domestic and certain of our foreign operations, we had recorded a full valuation allowance against the deferred tax assets of these operations, including net operating loss carryforwards, where we believed it was more likely than not that we would not have sufficient taxable income to utilize these assets before they expire. During 2011, we reversed \$3.1 million of the valuation allowance which had been recorded against the deferred tax assets of these operations. The reversal of this amount of the valuation allowance was based on our current assessment that it is now more likely than not that we will be able to fully utilize these assets in the near future. Some of the key factors we considered in making our assessment included our profitability in both 2011 and 2010 and our level of certainty with regard to our forecasts of near term future profitability for the operations to which these assets relate.

**Liquidity and Capital Resources**

Net cash provided by operations for the year ended December 31, 2011 was \$7.8 million compared to net cash provided by operations of \$6.4 million for the same period in 2010. During 2011, there was a \$2.5 million increase in our deferred tax assets as a result of reversing a significant portion of the valuation allowance against these assets. The increase in net cash provided by operations in 2011 as compared to 2010 primarily reflects an increase of \$866,000 in accounts receivable during 2010 as compared to a decrease of \$24,000 in 2011. In addition, restricted certificates of deposit decreased \$200,000 during 2011 compared to an increase of \$450,000 in these assets during 2010. Restricted certificates of deposit are pledged certificates of deposit which support letters of credit that have been issued as security deposits under the various operating leases for facilities we occupy. To a lesser extent, we also experienced a positive impact on our net cash provided by operations from an increase in accrued rent and customer deposits during 2011 as compared to 2010.

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The positive impact on our net cash provided by operations from the changes in these items was partially offset by decreases in the amount of change in certain of our accrued expenses for the year ended December 31, 2011 as compared to the year ended December 31, 2010. Accrued wages increased only \$24,000 from December 31, 2010 to December 31, 2011 compared to an increase of \$1.1 million for the year ended December 31, 2010. This primarily reflects that during both 2010 and 2011 we accrued profit-based bonuses on our positive results. These bonuses are not paid out until the first quarter of the year following the year in which they are accrued. There were no similar bonuses accrued during 2009 as we had a net loss for the full year. Accordingly, there were no accrued profit-based bonuses on the balance sheet at the end of 2009. Finally, other current liabilities decreased \$256,000 during the year ended December 31, 2011 as compared to an increase of \$126,000 during the year ended December 31, 2010, reflecting a decrease in accrued repairs during 2011.

Purchases of property and equipment were \$780,000 for the year ended December 31, 2011. These purchases primarily represent leasehold improvements and other equipment purchased as a result of the relocation of two of our domestic facilities during the first quarter of 2011. We have no significant commitments for capital expenditures for 2012, however, depending upon changes in market demand, we may make such purchases as we deem necessary and appropriate.

During the third quarter of 2011, we terminated our secured credit facility. This credit facility had provided for maximum borrowings of \$250,000. While this facility was in place, we had not used it to borrow any funds. Our usage consisted of the issuance of two letters of credit in the face amounts of \$200,000 and \$50,000, respectively. These letters of credit were issued as security deposits under two of our operating leases. We paid a quarterly fee of 1.5% per annum on the total amount of the outstanding letters of credit. At the time this facility was terminated, the \$200,000 letter of credit that had been issued under this facility had already been terminated, as the lease in connection with which it had been issued ended in February 2011. The \$50,000 letter of credit that had been issued under this facility was converted to a standalone letter of credit which is secured by a pledged certificate of deposit. On April 1, 2010 and November 8, 2010, two additional letters of credit were issued in the face amounts of \$250,000 and \$200,000, respectively. These letters of credit are supported by separate pledged certificates of deposit that were not a part of our secured credit facility.

On May 4, 2011, we filed a shelf registration statement on Form S-3 with the Securities and Exchange Commission for the offering, from time to time, of securities to be issued by us. The shelf registration statement will allow us to raise capital from the offering of up to \$30 million of common stock, preferred stock, warrants, debt securities and/or units, conducted in one or more offerings while the shelf registration statement is effective. The specific terms of any particular securities that we may offer will be determined at the time of such offering and will be described in a separately filed prospectus supplement at the time of such offering. The maximum amount of securities offered and sold under the registration statement during any period of twelve months immediately prior to and including such sale, may not exceed one-third of the aggregate market value of the common equity held by non-affiliates. An offering under this registration statement would provide us with increased financial flexibility. Proceeds may be used for possible acquisitions of businesses, technologies or products that are complementary to our existing businesses or for other general corporate purposes, including working capital.

As of December 31, 2011, we had cash and cash equivalents of \$14.0 million. During January 2012, we used \$3.8 million of our cash to close on the acquisition of Thermonics. We currently expect our cash and cash equivalents and projected future cash flow to be sufficient to support our short term working capital requirements. We do not currently have any available credit facilities under which we can borrow to help fund our working capital requirements. We cannot be certain that, if needed, we would be able to obtain any credit facilities or under what terms such credit facilities would be available.

**New or Recently Adopted Accounting Standards**

See Note 2 to the consolidated financial statements for information concerning the implementation and impact of new or recently adopted accounting standards.

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**Critical Accounting Policies**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States ("U.S. GAAP") requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues, expenses and related disclosure of contingent assets and liabilities. On an on-going basis, we evaluate our estimates, including those related to inventories, long-lived assets, goodwill, identifiable intangibles, deferred income tax valuation allowances and product warranty reserves. We base our estimates on historical experience and on appropriate and customary assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Some of these accounting estimates and assumptions are particularly sensitive because of their significance to our consolidated financial statements and because of the possibility that future events affecting them may differ markedly from what had been assumed when the financial statements were prepared.

**Inventory Valuation**

Inventory is valued at standard cost, which approximates actual cost computed on a first-in, first-out basis, not in excess of market value. On a quarterly basis, we review our inventories and record excess and obsolete inventory charges based upon our established objective excess and obsolete inventory criteria. These criteria identify material that has not been used in a work order during the prior twelve months and the quantity of material on hand that is greater than the average annual usage of that material over the prior three years. In certain cases, additional charges for excess and obsolete inventory are recorded based upon current industry conditions, anticipated product life cycles, new product introductions and expected future use of the inventory. The charges for excess and obsolete inventory that we record establish a new cost basis for the related inventory. In 2011, we recorded an inventory obsolescence charge for excess and obsolete inventory of \$403,000.

**Goodwill, Intangible and Long-Lived Assets**

Goodwill is assessed for impairment at least annually in the fourth quarter, on a reporting unit basis, or more frequently when events and circumstances occur indicating that the recorded goodwill may be impaired. Factors we consider important which could indicate impairment include significant underperformance relative to expected historical or projected future operating results, significant changes in the manner of our use of the asset or the strategy for our overall business and significant negative industry or economic trends. The goodwill impairment assessment is based upon a combination of the income approach, which estimates the fair value of our reporting units based upon a discounted cash flow approach, and the market approach which estimates the fair value of our reporting units based upon comparable market multiples. This fair value is then reconciled to our market capitalization at year end with an appropriate control premium. The determination of the fair value of our reporting units requires management to make significant estimates and assumptions including the selection of appropriate peer group companies, control premiums, discount rate, terminal growth rates, forecasts of revenue and expense growth rates, changes in working capital, depreciation, amortization and capital expenditures. Changes in assumptions concerning future financial results or other underlying assumptions would have a significant impact on either the fair value of the reporting unit or the amount of the goodwill impairment charge. During the goodwill impairment assessment, we perform a Step I test to identify potential impairment, in which the fair value of a reporting unit is compared with its book value. If the book value of a reporting unit exceeds its fair value, a Step II test is performed in which the implied fair value of goodwill is compared with the carrying amount of goodwill. If the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recorded in an amount equal to that excess. As of December 31, 2011, goodwill was \$1.7 million. During 2011, we did not record any impairment charges related to our goodwill.

Indefinite-lived intangible assets are assessed for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment test consists of a comparison of the fair value of an intangible asset with its carrying amount. If the carrying amount of an intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. As of December 31, 2011, indefinite-lived intangible assets were \$510,000. During 2011, we did not record any impairment charges related to our indefinite-lived intangible assets.

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**FOR THE YEAR ENDED DECEMBER 31, 2011**

(Continued)

Long-lived assets, which consist of finite-lived intangible assets and property and equipment, are assessed for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a comparison of the estimated undiscounted cash flows to the recorded value of the asset. If impairment is indicated, the asset is written down to its estimated fair value. The cash flow estimates used to determine the impairment, if any, contain management's best estimates using appropriate assumptions and projections at that time. At December 31, 2011, finite-lived intangibles and long-lived assets were \$1.6 million. During 2011, we did not record any impairment charges related to our long-lived assets.

#### Income Taxes

Deferred tax assets are analyzed to determine if there will be sufficient taxable income in the future in order to realize such assets. We assess all of the positive and negative evidence concerning the realizability of the deferred tax assets, including our historical results of operations for the recent past and our projections of future results of operations, in which we make subjective determinations of future events. If, after assessing all of the evidence, both positive and negative, a determination is made that the realizability of the deferred tax assets is not more likely than not, we establish a deferred tax valuation allowance for all or a portion of the deferred tax assets depending upon the specific facts. If any of the significant assumptions were changed, materially different results could occur, which could significantly change the amount of the deferred tax valuation allowance established. During the past several years, due to our history of operating losses in both our domestic and certain of our foreign operations, we had recorded a full valuation allowance against the deferred tax assets of these operations, including net operating loss carryforwards, where we believed it was more likely than not that we would not have sufficient taxable income to utilize these assets before they expire. During 2011, we reversed \$3.1 million of the valuation allowance which had been recorded against the deferred tax assets of these operations. The reversal of this amount of the valuation allowance was based on our current assessment that it is now more likely than not that we will be able to fully utilize these assets in the near future. Some of the key factors we considered in making our assessment included our profitability in both 2011 and 2010 and our level of certainty with regard to our forecasts of near term future profitability for the operations to which these assets relate. As of December 31, 2011, we had a net deferred tax asset of \$2.5 million.

#### Product Warranty Accrual

In connection with the accrual of warranty costs associated with our products, we make assumptions about the level of product failures that may occur in the future. These assumptions are primarily based upon historical claims experience. Should the rate of future product failures significantly differ from historical levels, our accrued warranty reserves would need to be adjusted, and the amount of the adjustment could be material. At December 31, 2011, accrued warranty was \$214,000 and we recorded charges related to product warranty of \$122,000 for the year then ended.

#### Off -Balance Sheet Arrangements

There were no off-balance sheet arrangements during the year ended December 31, 2011 that have or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to our interests.

### **Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

This disclosure is not required for a smaller reporting company.

### **Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Consolidated financial statements are set forth in this Report beginning at page F-1 and are incorporated by reference into this Item 8.

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**FORM 10-K**  
**FOR THE YEAR ENDED DECEMBER 31, 2011**

### **Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **Item 9A. CONTROLS AND PROCEDURES**

**CEO and CFO Certifications.** Included with this Annual Report as Exhibits 31.1 and 31.2 are two certifications, one by each of our Chief Executive Officer and our Chief Financial Officer (the "Section 302 Certifications"). This Item 9A contains information concerning the evaluations of our disclosure controls and procedures and internal control over financial reporting that are referred to in the Section 302 Certifications. This information should be read in conjunction with the Section 302 Certifications for a more complete understanding of the topics presented.

**Evaluation of Our Disclosure Controls and Procedures.** The SEC requires that as of the end of the year covered by this Report, our CEO and CFO must evaluate the effectiveness of the design and operation of our disclosure controls and procedures and report on the effectiveness of the design and operation of our disclosure controls and procedures.

"Disclosure controls and procedures" mean the controls and other procedures that are designed with the objective of ensuring that information required to be disclosed in our reports filed under the Securities Exchange Act of 1934 (the "Exchange Act"), such as this Report, is recorded, processed, summarized and reported within the time periods specified in the rules and forms promulgated by the SEC. Disclosure controls and procedures are also designed with the objective of ensuring that such information is accumulated and communicated to our management, including the CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

**Limitations on the Effectiveness of Controls.** Our management, including the CEO and CFO, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, as opposed to absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within an entity have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, a system of controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected. Accordingly, our management has designed the disclosure controls and procedures to provide reasonable assurance that the objectives of the control system were met.

**CEO/CFO Conclusions about the Effectiveness of the Disclosure Controls and Procedures .** As required by Rule 13a-15(b), inTEST management, including our CEO and CFO, conducted an evaluation as of the end of the period covered by this Report, of the effectiveness of our disclosure controls and procedures. Based on that evaluation, our CEO and CFO concluded that, as of the end of the period covered by this Report, our disclosure controls and procedures were effective at the reasonable assurance level.

**Management's Report on Internal Control over Financial Reporting .** Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by our Board of Directors, management and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

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**FOR THE YEAR ENDED DECEMBER 31, 2011**

**Item 9A. CONTROLS AND PROCEDURES (Continued)**

- i Pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- i Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- i Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2011. In making this

assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) on Internal Control-Integrated Framework . Based upon this assessment, management believes that, as of December 31, 2011, our internal control over financial reporting is effective at a reasonable assurance level.

This annual report does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our independent registered public accounting firm pursuant to rules of the Securities and Exchange Commission applicable to smaller reporting companies.

**Item 9B. OTHER INFORMATION**

None.

**PART III**

**Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by this Item is incorporated by reference from our definitive proxy statement for our 2012 Annual Meeting of Stockholders to be filed with the SEC on or before April 30, 2012, or, if our proxy statement is not filed on or before April 30, 2012, will be filed by that date by an amendment to this Form 10-K.

**Item 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated by reference from our definitive proxy statement for our 2012 Annual Meeting of Stockholders to be filed with the SEC on or before April 30, 2012, or, if our proxy statement is not filed on or before April 30, 2012, will be filed by that date by an amendment to this Form 10-K.

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

The information required by Item 201(d) of Regulation S-K is set forth below. The remainder of the information required by this Item 12 is incorporated by reference from our definitive proxy statement for our 2012 Annual Meeting of Stockholders to be filed with the SEC on or before April 30, 2012, or, if our proxy statement is not filed on or before April 30, 2012, will be filed by that date by an amendment to this Form 10-K.

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**inTEST CORPORATION  
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FOR THE YEAR ENDED DECEMBER 31, 2011**

**Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS (Continued)**

The following table shows the number of securities that may be issued pursuant to our equity compensation plans (including individual compensation arrangements) as of December 31, 2011:

**Equity Compensation Plan Information**

<i>Plan Category</i>	<i>Number of securities to be issued upon exercise of outstanding options, warrants and rights(1)</i>	<i>Weighted-average exercise price of outstanding options, warrants and rights(1)</i>	<i>Number of securities remaining available for future issuance under equity compensation plans(2)</i>
Equity compensation plans approved by security holders	249,000	\$3.28	180,000
Equity compensation plans not approved by security holders	-	-	-
Total	<u>249,000</u>	<u>\$3.28</u>	<u>180,000</u>

(1) The securities that may be issued are shares of inTEST common stock, issuable upon exercise of outstanding stock options.

(2) The securities that remain available for future issuance are issuable pursuant to the 2007 Stock Plan.

**Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated by reference from our definitive proxy statement for our 2012 Annual Meeting of Stockholders to be filed with the SEC on or before April 30, 2012, or, if our proxy statement is not filed on or before April 30, 2012, will be filed by that date by an amendment to this Form 10-K.

**Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item is incorporated by reference from our definitive proxy statement for our 2012 Annual Meeting of Stockholders to be filed with the SEC on or before April 30, 2012, or, if our proxy statement is not filed on or before April 30, 2012, will be filed by that date by an amendment to this Form 10-K.

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**PART IV**

**Item 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES**

(a) The documents filed as part of this Annual Report on Form 10-K are:

- (i) Our consolidated financial statements and notes thereto as well as the applicable report of our independent registered public accounting firm are included in Part II, Item 8 of this Annual Report on Form 10-K.
- (ii) The following financial statement schedule should be read in conjunction with the consolidated financial statements set forth in Part II, Item 8 of this Annual Report on Form 10-K:  
Schedule II -- Valuation and Qualifying Accounts
- (iii) The exhibits required by Item 601 of Regulation S-K are included under Item 15(b) of this Annual Report on Form 10-K.

(b) Exhibits required by Item 601 of Regulation S-K:

A list of the Exhibits which are required by Item 601 of Regulation S-K and filed with this Report is set forth in the Exhibit Index immediately following the signature page, which Exhibit Index is incorporated herein by reference.

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**Signatures**

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

inTEST Corporation

March 30, 2012

By: /s/ Robert E. Matthiessen  
Robert E. Matthiessen  
President and Chief Executive Officer

Pursuant to the requirements of Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

/s/ Robert E. Matthiessen  
Robert E. Matthiessen, President,  
Chief Executive Officer and Director  
(principal executive officer)

March 30, 2012

/s/ Hugh T. Regan, Jr.  
Hugh T. Regan, Jr., Treasurer, Chief  
Financial Officer and Secretary  
(principal financial officer)

March 30, 2012

/s/ Alyn R. Holt  
Alyn R. Holt, Executive Chairman

March 30, 2012

/s/ Stuart F. Daniels  
Stuart F. Daniels, Ph.D, Director

March 30, 2012

/s/ James J. Greed, Jr.  
James J. Greed, Jr., Director

March 30, 2012

/s/ James W. Schwartz, Esq.  
James W. Schwartz, Esq., Director

March 30, 2012

/s/ Thomas J. Reilly, Jr.  
Thomas J. Reilly, Jr., Director

March 30, 2012

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### **Index to Exhibits**

<b><u>Exhibit Number</u></b>	<b><u>Description of Exhibit</u></b>
2	Asset Purchase Agreement dated December 9, 2011 by and among Temptronic Corporation, Test Enterprises, Inc., James C. Kufis and Carollyn M. Kufis, Trustees of the Kufis Family Trust Dated November 9, 1990, and any amendments thereto, and James C. Kufis.
3.1	Certificate of Incorporation. (1)
3.2	Bylaws. (2)
10.1	Lease Agreement between Exeter 804 East Gate, LLC and the Company dated May 10, 2010. (3)
10.2	Lease Agreement between AMB-SGP Seattle/Boston, LLC and Temptronic Corporation (a subsidiary of the Company), dated October 25, 2010. (4)
10.3	Lease between The Irvine Company and the Company dated September 15, 2004. (5)
10.4	inTEST Corporation Amended and Restated 1997 Stock Plan. (6)(*)
10.5	inTEST Corporation 2007 Stock Plan. (7)(*)
10.6	Form of Restricted Stock Grant. (8)(*)

- 10.7 Form of Stock Option Grant - Director. (8)(\*)
- 10.8 Form of Stock Option Grant - Officer. (8)(\*)
- 10.9 Change of Control Agreement dated August 27, 2007 between the Company and Robert E. Matthiessen. (9)(\*)
- 10.10 Change of Control Agreement dated August 27, 2007 between the Company and Hugh T. Regan, Jr. (9)(\*)
- 10.11 Change of Control Agreement dated May 5, 2008 between the Company and Daniel J. Graham. (10)(\*)
- 10.12 Change of Control Agreement dated May 5, 2008 between the Company and James Pelrin. (10)(\*)
- 10.13 Amendment to Change of Control Agreement dated December 31, 2008 between the Company and Robert E. Matthiessen. (11)(\*)
- 10.14 Amendment to Change of Control Agreement dated December 31, 2008 between the Company and Hugh T. Regan, Jr. (11)(\*)
- 10.15 Amendment to Change of Control Agreement dated December 31, 2008 between the Company and Daniel J. Graham. (11)(\*)
- 10.16 Amendment to Change of Control Agreement dated December 31, 2008 between the Company and James Pelrin. (11)(\*)
- 10.17 Compensatory Arrangements of Executive Officers and Directors. (\*)
- 14 Code of Ethics. (12)
- 21 Subsidiaries of the Company.
- 23 Consent of McGladrey & Pullen, LLP.
- 31.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a).
- 31.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a).
- 32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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**Index to Exhibits**  
(Continued)

- (1) Previously filed by the Company as an exhibit to the Company's Registration Statement on Form S-1, File No. 333-26457 filed May 2, 1997, and incorporated herein by reference.
- (2) Previously filed by the Company as an exhibit to the Company's Form 8-K dated October 30, 2007, File No. 000-22529, filed November 5, 2007, and incorporated herein by reference.
- (3) Previously filed by the Company as an exhibit to the Company's Form 8-K dated May 10, 2010, File No. 000-22529, filed May 13, 2010, and incorporated herein by reference.
- (4) Previously filed by the Company as an exhibit to the Company's Form 8-K dated October 27, 2010, File No. 000-22529, filed October 29, 2010, and incorporated herein by reference.
- (5) Previously filed by the Company as an exhibit to the Company's Form 8-K dated September 15, 2004, File No. 000-22529, filed October 6, 2004, and incorporated herein by reference.
- (6) Previously filed as an appendix to the Company's Proxy Statement filed April 25, 2002, and incorporated herein by reference.
- (7) Previously filed as an appendix to the Company's Proxy Statement filed April 27, 2007, and incorporated herein by reference.
- (8) Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2004, File No. 000-22529, filed March 31, 2005, and incorporated herein by reference.
- (9) Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2007, File No. 000-22529, filed March 31, 2008, and incorporated herein by reference.
- (10) Previously filed by the Company as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2008, File No. 000-22529, filed August 14, 2008, and incorporated herein by reference.

- (11) Previously filed by the Company as an exhibit to the Company's Form 10-Q for the quarter ended June 30, 2009, File No. 000-22529, filed August 14, 2009, and incorporated herein by reference.
- (12) Previously filed by the Company as an exhibit to the Company's Form 10-K for the year ended December 31, 2003, File No. 000-22529, filed March 30, 2004, and incorporated herein by reference.
- (\*) Indicates a management contract or compensatory plan, contract or arrangement in which a director or executive officers participate.

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**inTEST CORPORATION**

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS AND  
FINANCIAL STATEMENT SCHEDULE**

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM  
MCGLADREY & PULLEN, LLP**

To The Board of Directors and Stockholders  
inTEST Corporation

We have audited the accompanying consolidated balance sheets of inTEST Corporation and subsidiaries as of December 31, 2011 and 2010, and the related consolidated statements of operations, comprehensive earnings, stockholders' equity, and cash flows for the years then ended. Our audits also included the financial statement schedule of inTEST Corporation listed in Item 15(a). These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of inTEST Corporation and subsidiaries as of December 31, 2011 and 2010, and the results of their operations and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ McGLADREY & PULLEN, LLP

**inTEST CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
 (In thousands, except share data)

	December 31,	
	2011	2010
<b>ASSETS:</b>		
Current assets:		
Cash and cash equivalents	\$13,957	\$ 6,895
Trade accounts receivable, net of allowance for doubtful accounts of \$195 and \$150, respectively	6,189	6,244
Inventories	3,896	3,489
Deferred tax assets	453	-
Prepaid expenses and other current assets	<u>302</u>	<u>430</u>
Total current assets	<u>24,797</u>	<u>17,058</u>
Property and equipment:		
Machinery and equipment	3,585	3,534
Leasehold improvements	<u>514</u>	<u>765</u>
Gross property and equipment	4,099	4,299
Less: accumulated depreciation	<u>(2,965)</u>	<u>(3,581)</u>
Net property and equipment	<u>1,134</u>	<u>718</u>
Deferred tax assets	2,028	-
Goodwill	1,656	1,656
Intangible assets, net	942	1,077
Restricted certificates of deposit	500	700
Other assets	<u>180</u>	<u>199</u>
Total assets	<u>\$31,237</u>	<u>\$21,408</u>
	=====	=====
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 1,031	\$ 1,672
Accrued wages and benefits	1,795	1,779
Accrued sales commissions	493	522
Accrued rent	407	83
Accrued professional fees	451	373
Accrued warranty	214	274
Customer deposits	425	84

Other current liabilities	222	478
Total current liabilities	<u>5,038</u>	<u>5,265</u>
Deferred rent, net of current portion	-	39
Total liabilities	<u>5,038</u>	<u>5,304</u>
Commitments and Contingencies (Notes 10,11,13 and 16)		
Stockholders' equity:		
Preferred stock, \$0.01 par value; 5,000,000 shares authorized; no shares issued or outstanding	-	-
Common stock, \$0.01 par value; 20,000,000 shares authorized; 10,463,255 and 10,464,505 shares issued, respectively	105	105
Additional paid-in capital	26,035	25,973
Accumulated deficit	(686)	(10,549)
Accumulated other comprehensive earnings	1,217	1,311
Treasury stock, at cost; 76,328 and 119,029 shares, respectively	<u>(472)</u>	<u>(736)</u>
Total stockholders' equity	<u>26,199</u>	<u>16,104</u>
Total liabilities and stockholders' equity	\$31,237	\$21,408
	=====	=====

See accompanying Notes to Consolidated Financial Statements.

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**inTEST CORPORATION**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(In thousands, except share and per share data)

	Years Ended December 31,	
	2011	2010
	-----	-----
Net revenues	\$47,266	\$46,204
Cost of revenues	<u>24,373</u>	<u>24,059</u>
Gross margin	<u>22,893</u>	<u>22,145</u>
Operating expenses:		
Selling expense	5,708	5,717
Engineering and product development expense	3,240	3,044
General and administrative expense	<u>6,367</u>	<u>6,034</u>
Total operating expenses	<u>15,315</u>	<u>14,795</u>
Operating income	<u>7,578</u>	<u>7,350</u>
Other income (expense):		
Interest income	13	12
Interest expense	(4)	(64)
Other	<u>72</u>	<u>102</u>
Total other income	<u>81</u>	<u>50</u>
Earnings before income tax expense (benefit)	7,659	7,400
Income tax expense (benefit)	<u>(2,204)</u>	<u>148</u>
Net earnings	\$ 9,863	\$ 7,252
	=====	=====
Net earnings per common share:		
Basic	\$0.97	\$0.72
Diluted	\$0.96	\$0.72
Weighted average common shares outstanding:		
Basic	10,147,708	10,019,000
Diluted	10,285,621	10,141,552

See accompanying Notes to Consolidated Financial Statements.



See accompanying Notes to Consolidated Financial Statements.

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**inTEST CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)

	Years Ended December 31,	
	2011	2010
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net earnings	\$ 9,863	\$ 7,252
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	394	395
Foreign exchange loss	4	20
Amortization of deferred compensation related to restricted stock	146	228
Profit sharing expense funded through the issuance of treasury stock	150	75
Gain on sale of property and equipment	(48)	(33)
Proceeds from sale of demonstration equipment, net of gain	94	8
Deferred income tax benefit	(2,481)	-
Changes in assets and liabilities:		
Trade accounts receivable	24	(866)
Inventories	(406)	(437)
Prepaid expenses and other current assets	126	(54)
Restricted certificates of deposit	200	(450)
Other assets	13	23
Accounts payable	(640)	(905)
Accrued wages and benefits	24	1,134
Accrued sales commissions	(29)	207
Accrued rent	324	(64)
Accrued professional fees	79	(1)
Accrued warranty	(60)	46
Accrued restructuring and other charges	-	(130)
Customer deposits	341	(7)
Other current liabilities	(256)	126
Deferred rent, net of current portion	(39)	(118)
	7,823	6,449
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(780)	(659)
Proceeds from sale of property and equipment	54	-
	(726)	(659)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of notes payable to stockholder	-	(1,525)
Proceeds from stock options exercised	30	-
	30	(1,525)
Effects of exchange rates on cash	(65)	(17)

Net cash provided by all activities	7,062	4,248
Cash and cash equivalents at beginning of period	6,895	2,647
	-----	-----
Cash and cash equivalents at end of period	\$13,957	\$ 6,895
	=====	=====
Cash payments for:		
Domestic and foreign income taxes	\$ 269	\$ 135
Interest	1	76
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Issuance of non-vested shares of restricted stock	\$ -	\$ 448
Forfeiture of non-vested shares of restricted stock	\$ (20)	\$ (11)

See accompanying Notes to Consolidated Financial Statements.

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(1) NATURE OF OPERATIONS**

We are an independent designer, manufacturer and marketer of mechanical, thermal and electrical products that are primarily used by semiconductor manufacturers in conjunction with automatic test equipment ("ATE") in the testing of integrated circuits ("ICs" or "semiconductors"). In addition, in recent years we have begun marketing our thermal products in industries outside the ATE industry, such as the automotive, aerospace and telecommunications industries.

The consolidated entity is comprised of inTEST Corporation (parent) and our wholly-owned subsidiaries. We have three reportable segments which are also our reporting units: Mechanical Products, Thermal Products and Electrical Products. We manufacture our products in the U.S. Marketing and support activities are conducted worldwide from our facilities in the U.S., Germany and Singapore. On January 16, 2012, Tempronic Corporation, a wholly-owned subsidiary of inTEST Corporation, acquired substantially all of the assets and certain liabilities of Thermonics, Inc. ("Thermonics"), a division of Test Enterprises, Inc., pursuant to the Asset Purchase Agreement dated December 9, 2011. The acquisition of the Thermonics business will broaden the product line of inTEST's thermal products division. This acquisition is discussed further in Note 19.

The semiconductor industry in which we operate is characterized by rapid technological change, competitive pricing pressures and cyclical market patterns. This industry is subject to significant economic downturns at various times. Our financial results are affected by a wide variety of factors, including, but not limited to, general economic conditions worldwide and in the markets in which we operate, economic conditions specific to the semiconductor industry, our ability to safeguard patents and intellectual property in a rapidly evolving market, downward pricing pressures from customers, and our reliance on a relatively few number of customers for a significant portion of our sales. In addition, we are exposed to the risk of obsolescence of our inventory depending on the mix of future business and technological changes within the industry. As a result of these or other factors, we may experience significant period-to-period fluctuations in future operating results.

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation and Use of Estimates**

The accompanying consolidated financial statements include our accounts and those of our wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated upon consolidation. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Certain of our accounts, including inventories, long-lived assets, goodwill, identifiable intangibles, deferred income tax valuation allowances and product warranty reserves, are particularly impacted by estimates.

**Reclassification**

Certain prior year amounts have been reclassified to be comparable with the current year's presentation.

**Cash and Cash Equivalents**

Short-term investments that have maturities of three months or less when purchased are considered to be cash equivalents and are

carried at cost, which approximates market value.

### **Trade Accounts Receivable and Allowance for Doubtful Accounts**

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. We grant credit to customers and generally require no collateral. To minimize our risk, we perform ongoing credit evaluations of our customers' financial condition. The allowance for doubtful accounts is our best estimate of the amount of probable credit losses in our existing accounts receivable. We determine the allowance based on historical write-off experience and the aging of such receivables, among other factors. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. We do not have any off-balance sheet credit exposure related to our customers. Bad debt expense was \$48 and \$62 for the years ended December 31, 2011 and 2010, respectively. Cash flows from accounts receivable are recorded in operating cash flows.

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## **inTEST CORPORATION**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(In thousands, except share and per share data)

#### **(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

##### **Fair Value of Financial Instruments**

Our financial instruments, principally accounts and notes receivable and accounts payable, are carried at cost which approximates fair value, due to the short maturities of the accounts.

##### **Inventories**

Inventory is valued at standard cost, which approximates actual cost computed on a first-in, first-out basis, not in excess of market value. Cash flows from the sale of inventory are recorded in operating cash flows. On a quarterly basis, we review our inventories and record excess and obsolete inventory charges based upon our established objective excess and obsolete inventory criteria. These criteria identify material that has not been used in a work order during the prior twelve months and the quantity of material on hand that is greater than the average annual usage of that material over the prior three years. In certain cases, additional excess and obsolete inventory charges are recorded based upon current industry conditions, anticipated product life cycles, new product introductions and expected future use of the inventory. The charges for excess and obsolete inventory we record establish a new cost basis for the related inventory. We incurred excess and obsolete inventory charges of \$403 and \$344 for the years ended December 31, 2011 and 2010, respectively.

##### **Property and Equipment**

Machinery and equipment are stated at cost. As further discussed below under "Goodwill, Intangible and Long-Lived Assets," machinery and equipment that has been determined to be impaired is written down to its fair value at the time of the impairment. Depreciation is based upon the estimated useful life of the assets using the straight-line method. The estimated useful lives range from one to seven years. Leasehold improvements are recorded at cost and amortized over the shorter of the lease term or the estimated useful life of the asset. Total depreciation expense, including amortization of assets acquired under capital leases, was \$259 and \$261 for the years ended December 31, 2011 and 2010, respectively. Expenditures for maintenance and repairs are charged to operations as incurred.

##### **Goodwill, Intangible and Long-Lived Assets**

Goodwill is assessed for impairment at least annually in the fourth quarter, on a reporting unit basis, or more frequently when events and circumstances occur indicating that the recorded goodwill may be impaired. The goodwill impairment assessment is based upon a combination of the income approach, which estimates the fair value of our reporting units based upon a discounted cash flow approach, and the market approach which estimates the fair value of our reporting units based upon comparable market multiples. This fair value is then reconciled to our market capitalization at year end with an appropriate control premium. The determination of the fair value of our reporting units requires management to make significant estimates and assumptions including the selection of appropriate peer group companies, control premiums, discount rate, terminal growth rates, forecasts of revenue and expense growth rates, changes in working capital, depreciation, amortization and capital expenditures. Changes in assumptions concerning future financial results or other underlying assumptions would have a significant impact on either the fair value of the reporting unit or the amount of the goodwill impairment charge.

During the goodwill impairment assessment, we perform a Step I test to identify potential impairment, in which the fair value of a reporting unit is compared with its book value. If the book value of a reporting unit exceeds its fair value, a Step II test is performed in which the implied fair value of goodwill is compared with the carrying amount of goodwill. If the carrying amount of goodwill exceeds the implied fair value, an impairment loss is recorded in an amount equal to that excess. Indefinite-lived intangible assets are assessed for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment test consists of a comparison of the fair value of an intangible asset with its carrying amount. If the carrying amount of an intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to that excess.

Long-lived assets, which consist of finite-lived intangible assets and property and equipment, are assessed for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a comparison of the estimated undiscounted cash flows to the recorded value of the asset. If impairment is indicated, the asset is written down to its estimated fair value. The cash flow estimates used to determine the impairment, if any, contain management's best estimates using appropriate assumptions and projections at that time.

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

(In thousands, except share and per share data)

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Stock-Based Compensation**

We account for stock-based compensation in accordance with Accounting Standards Codification ("ASC") Topic 718 (Compensation - Stock Compensation) which requires that employee share-based equity awards be accounted for under the fair value method and requires the use of an option pricing model for estimating fair value, which is then amortized to expense over the service periods. See further disclosures related to our stock-based compensation plan in Note 15.

**Revenue Recognition**

We recognize revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable, and collectibility is reasonably assured. Sales of our products are made through our sales employees, third-party sales representatives and distributors. There are no differences in revenue recognition policies based on the sales channel. We do not provide our customers with rights of return or exchanges. Revenue is generally recognized upon product shipment. Our customers' purchase orders do not typically contain any customer-specific acceptance criteria, other than that the product performs within the agreed upon specifications. We test all products manufactured as part of our quality assurance process to determine that they comply with specifications prior to shipment to a customer. To the extent that any customer purchase order contains customer-specific acceptance criteria, revenue recognition is deferred until customer acceptance.

With respect to sales tax collected from customers and remitted to governmental authorities, we use a net presentation in our consolidated statement of operations. As a result, there are no amounts included in either our net revenues or cost of revenues related to sales tax.

**Product Warranties**

We generally provide product warranties and record estimated warranty expense at the time of sale based upon historical claims experience. Warranty expense is included in selling expense in the consolidated financial statements.

**Engineering and Product Development**

Engineering and product development costs, which consist primarily of the salary and related benefits costs of our technical staff, as well as the cost of materials used in product development, are expensed as incurred.

**Restructuring and Other Charges**

We recognize a liability for restructuring costs at fair value only when the liability is incurred. The three main components of our restructuring plans have been related to workforce reductions, the consolidation of excess facilities and asset impairments. Workforce-related charges are accrued when it is determined that a liability has been incurred, which is generally after individuals have been notified of their termination dates and expected severance benefits. Plans to consolidate excess facilities result in charges for lease termination fees and future commitments to pay lease charges, net of estimated future sub-lease income. We recognize these charges when we have vacated the premises. In addition, as a result of plans to consolidate excess facilities, we may incur other associated costs such as charges to relocate inventory, equipment or personnel. We recognize charges for other associated costs when these costs are incurred, which is generally when the goods or services have been provided to us. Assets that may be impaired consist of property, plant and equipment and intangible assets. Asset impairment charges are based on an estimate of the amounts and timing of future cash flows related to the expected future remaining use and ultimate sale or disposal of the asset.

**Foreign Currency**

For our foreign subsidiaries whose functional currency is not the U.S. dollar, assets and liabilities are translated using the exchange rate in effect at the balance sheet date. The results of operations are translated using an average exchange rate for the period. The effects of rate fluctuations in translating assets and liabilities of these international operations into U.S. dollars are included in accumulated other comprehensive earnings in stockholders' equity. Transaction gains or losses are included in net earnings. For the years ended December

**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

**Income Taxes**

The asset and liability method is used in accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for operating loss and tax credit carryforwards and for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets if it is more likely than not that such assets will not be realized.

**Net Earnings Per Common Share**

Net earnings per common share - basic is computed by dividing net earnings by the weighted average number of common shares outstanding during each period. Net earnings per common share - diluted is computed by dividing net earnings by the weighted average number of common shares and common share equivalents outstanding during each period. Common share equivalents represent stock options and unvested shares of restricted stock and are calculated using the treasury stock method. Common share equivalents are excluded from the calculation if their effect is anti-dilutive.

The table below sets forth, for the periods indicated, a reconciliation of weighted average common shares outstanding - basic to weighted average common shares and common share equivalents outstanding - diluted and the average number of potentially dilutive securities and their respective weighted average exercise prices that were excluded from the calculation of diluted earnings per share because their effect was anti-dilutive:

	<u>Years Ended December 31,</u>	
	<u>2011</u>	<u>2010</u>
Weighted average common shares outstanding - basic	10,147,708	10,019,000
Potentially dilutive securities:		
Employee stock options and unvested shares of restricted stock	<u>137,913</u>	<u>122,552</u>
Weighted average common shares outstanding - diluted	<u>10,285,621</u>	<u>10,141,552</u>
Average number of potentially dilutive securities excluded from calculation	129,217	422,260
Weighted average exercise price of excluded securities	\$3.70	\$3.42

**Effect of Recently Adopted Amendments to Authoritative Accounting Guidance**

In January 2010, the Financial Accounting Standards Board (the "FASB") issued an amendment to an accounting standard regarding disclosure guidance with respect to fair value measurements. Specifically, the new guidance requires disclosure of amounts transferred in and out of Levels 1 and 2 fair value measurements, a reconciliation presented on a gross basis rather than a net basis of activity in Level 3 fair value measurements, greater disaggregation of the assets and liabilities for which fair value measurements are presented and more robust disclosure of the valuation techniques and inputs used to measure Level 2 and 3 fair value measurements. This amendment was effective for interim and annual reporting periods beginning after December 15, 2009, with the exception of the new guidance around the Level 3 activity reconciliations, which was effective for fiscal years beginning after December 15, 2010. The adoption of this amendment did not have any impact on our consolidated financial statements.

In July 2010, the FASB issued an amendment to an accounting standard that requires additional disclosure about the credit quality of financing receivables, such as aging information and credit quality indicators. Both new and existing disclosures must be disaggregated by portfolio segment or class, if applicable. The disaggregation of information is based on how allowances for credit losses are developed and how credit exposure is managed. This amendment was effective for interim periods and fiscal years ending after December 15, 2010. The adoption of this amendment did not have any impact on our consolidated financial statements.

**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

In December 2010, the FASB issued an amendment to goodwill impairment testing. The amendment modifies Step I of the goodwill impairment test for reporting units with zero or negative carrying amounts. For those reporting units, an entity is required to perform Step II of the goodwill impairment test if it is more likely than not that a goodwill impairment exists. In determining whether it is more likely than not that goodwill impairment exists, an entity should consider whether there are any adverse qualitative factors indicating that impairment may exist. The qualitative factors are consistent with the existing guidance and examples, which require that goodwill of a reporting unit be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. The amendment is effective for fiscal years, and interim periods within those years, beginning after December 15, 2010. The adoption of this guidance did not have any impact on our consolidated financial statements.

In December 2010, the FASB issued an amendment to the disclosure of supplementary pro forma information for business combinations. The amendment specifies that if a public entity presents comparative financial statements, the entity should disclose revenue and earnings of the combined entity as though the business combination that occurred during the current year had occurred as of the beginning of the comparable prior annual reporting period only. The amendment also expands the supplemental pro forma disclosures to include a description of the nature and amount of material, nonrecurring pro forma adjustments directly attributable to the business combination included in the reported pro forma revenue and earnings. The amendment is effective prospectively for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2010. We will implement this guidance for any business acquisitions we consummate after the effective date.

**Effect of Recently Issued Amendments to Authoritative Accounting Guidance**

In June 2011, the FASB issued an amendment to disclosures about comprehensive income. Under the amendment, an entity has the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. In both choices, an entity is required to present each component of net income along with total net income, each component of other comprehensive income along with a total for other comprehensive income, and a total amount for comprehensive income. This amendment eliminates the option to present the components of other comprehensive income as part of the statement of changes in stockholders' equity. Reclassification adjustments between net income and other comprehensive income must be shown on the face of the statement(s), with no resulting change in net earnings. The amendment does not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. The amendment is effective for fiscal years beginning after December 15, 2011. We do not expect the adoption of this amendment to have a material impact on our consolidated financial statements.

In September 2011, the FASB issued an amendment to existing guidance on the assessment of goodwill impairment which provides an entity the option to first assess qualitative factors to determine whether it is necessary to perform the current two-step test for goodwill impairment. If an entity believes, as a result of its qualitative assessment, that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount, the quantitative impairment test is required. Otherwise, no further testing is required. The update also amends the examples of events or circumstances that would be considered in a goodwill impairment evaluation. The amendment is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. However, an entity can choose to adopt this guidance early even if its annual test date is before the issuance of the final standard, provided that the entity has not yet performed its 2011 annual impairment test or issued its financial statements. We do not expect the adoption of this amendment to have a material impact on our consolidated financial statements.

**(3) GOODWILL, INTANGIBLE AND LONG-LIVED ASSETS**

**Goodwill and Indefinite Life Intangible Assets**

As of December 31, 2011 and 2010, our goodwill totaled \$1,656 and our indefinite life intangible assets totaled \$510. Our indefinite life intangible assets consist of trademarks. This goodwill and these intangible assets are a result of our acquisition of Sigma Systems Corporation ("Sigma") in October 2008 and are allocated to our Thermal Products reporting unit.

**(3) GOODWILL, INTANGIBLE AND LONG-LIVED ASSETS (Continued)**

### Impairment of Goodwill and Indefinite Life Intangible Assets

During December 2011 and 2010, we assessed our goodwill and indefinite life intangible assets for impairment in accordance with the requirements of ASC Topic 350 (Intangibles - Goodwill and Other). Our goodwill impairment assessment is based upon a combination of the income approach, which estimates the fair value of our reporting units based upon a discounted cash flow approach, and the market approach which estimates the fair value of our reporting units based upon comparable market multiples. This fair value is then reconciled to our market capitalization at year end with an appropriate control premium. The discount rate used in 2011 and 2010 for the discounted cash flows were 20% and 16%, respectively. The selection of these rates was based upon our analysis of market based estimates of capital costs and discount rates. The peer companies used in the market approach operate in our market segment. The determination of the fair value of our reporting units requires management to make significant estimates and assumptions including the selection of appropriate peer group companies, control premiums, discount rate, terminal growth rates, forecasts of revenue and expense growth rates, changes in working capital, depreciation, amortization and capital expenditures. Changes in assumptions concerning future financial results or other underlying assumptions would have a significant impact on either the fair value of the reporting unit or the amount of the goodwill impairment charge.

During the goodwill impairment assessment in both 2011 and 2010, we performed a Step I test to identify potential impairment, in which the fair value of the reporting unit was compared with its book value. This assessment indicated no impairment existed as the fair value of this reporting unit was determined to exceed its carrying value by 50% or \$8,670 at December 31, 2011 and by 6% or \$593 at December 31, 2010.

During the indefinite life intangible asset impairment assessment in both 2011 and 2010, we compared the fair value of our intangible assets with their carrying amount. This assessment indicated no impairment existed as the fair value of the intangible assets exceeded their carrying values in both 2011 and 2010.

### Finite-lived Intangible Assets

As of December 31, 2011 and 2010, we had finite-lived intangible assets which totaled \$432 and \$567, respectively, net of accumulated amortization of \$438 and \$303, respectively. At December 31, 2011 and 2010, we had three finite-lived intangible assets which consisted of customer relationships, software and patents held by Sigma at the time of our acquisition of this operation in October 2008. These intangible assets are being amortized on a straight-line basis over estimated useful lives of 72 months, 120 months and 60 months, respectively. As of December 31, 2011, these assets had remaining estimated useful lives of 33 months, 81 months, and 21 months, respectively. These intangible assets are allocated to our Thermal Products segment. We assess our finite-lived intangible assets for impairment in accordance with the requirements of ASC Topic 350 (Intangibles - Goodwill and Other). Please see "Impairment of Long-Lived Assets and Finite-Lived Intangible Assets" below for the results of our assessment.

The following table sets forth changes in the amount of the carrying value of finite-lived intangible assets for the years ended December 31, 2011 and 2010, respectively:

	<u>2011</u>	<u>2010</u>
Balance - Beginning of period	\$567	\$701
Amortization	<u>(135)</u>	<u>(134)</u>
Balance - End of period	<u>\$432</u>	<u>\$567</u>

The following table sets forth the estimated annual amortization expense for our finite-lived intangible assets for each of the next five years:

2012	\$135
2013	\$123
2014	\$ 73
2015	\$ 27
2016	\$ 27

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**inTEST CORPORATION**  
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**(3) GOODWILL, INTANGIBLE AND LONG-LIVED ASSETS (Continued)**

### Impairment of Long-Lived Asset and Finite-lived Intangible Assets

In accordance with ASC Topic 350 (Intangibles - Goodwill and Other) and ASC Topic 360 (Property, Plant and Equipment), we review long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a

comparison of the estimated undiscounted cash flows to the recorded value of the asset. If impairment is indicated, the asset is written down to its estimated fair value. The cash flow estimates used to determine the impairment, if any, contain management's best estimates using appropriate assumptions and projections at that time. As previously noted, our long-lived assets consist of our finite-lived intangible assets and property and equipment.

**2011 and 2010 Assessments**

During 2011 and 2010, we did not review our long-lived assets for impairment as we determined that there were no events or changes in business circumstances that indicated the need for such a review.

**(4) RESTRUCTURING AND OTHER CHARGES**

In response to the significant decline in our orders and net revenues during 2008 and 2009, we took actions to reduce our cost structure, including facility closures, workforce reductions and salary and benefits reductions. We consider some of the actions we took to be temporary in nature, such as certain salary and benefits reductions for current employees. At the time we took these temporary actions, it was generally our intent to restore all or a portion of the reduced salary and benefits in future periods when our results of operations and our cash flows improved sufficiently so as to allow us to do so. Any such restoration would impact the ultimate level of savings which will result from our restructuring actions. Effective January 1, 2010, we restored all of the temporary salary reductions we implemented in 2008 and 2009 for our domestic employees, with the exception of the salary of our Executive Chairman, which was restored to approximately 65% of its full reinstated level, reflecting a voluntary continued 35% reduction in his salary. Also on this date, we restored the fees paid to our Board of Directors, which had been reduced by approximately 50%. Effective April 1, 2010, we restored the 401(k) Plan discretionary matching contribution for all domestic employees and the Temptronic profit sharing contributions which had been suspended for most of these employees at the beginning of 2009. There are no other temporary actions remaining to be restored.

During 2011 and 2010, we did not record any restructuring charges. At December 31, 2010, we had a liability for restructuring and other charges of \$130 related to the relocation of Sigma from El Cajon, California to Sharon, Massachusetts (the "Sigma Relocation") where Temptronic Corporation's manufacturing operations were located at that time. This relocation was approved during the fourth quarter of 2009. We completed the facility closure in El Cajon during the fourth quarter of 2009 and completed the relocation of the product line to the facility in Sharon during the first quarter of 2010.

Changes in our liability for restructuring and other charges for the year ended December 31, 2010 are summarized as follows:

	<u>Sigma Relocation</u>
Balance - January 1, 2010	\$130
Severance and other cash payments related to one-time termination benefits and facility closure costs	<u>(130)</u>
Balance - December 31, 2010	<u>\$ -</u>

**(5) MAJOR CUSTOMERS**

Texas Instruments Incorporated accounted for 12% and 14% of our consolidated net revenues in 2011 and 2010, respectively. Teradyne, Inc. accounted for 11% of our consolidated net revenues in 2010. While all three of our operating segments sold products to these customers, these revenues were primarily generated by our Mechanical Products and Electrical Products segments. During the years ended December 31, 2011 and 2010, no other customer accounted for 10% or more of our consolidated net revenues.

**inTEST CORPORATION**  
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**(6) INVENTORIES**

Inventories held at December 31 were comprised of the following:

	<u>2011</u>	<u>2010</u>
Raw materials	\$2,784	\$2,268
Work in process	351	385
Inventory consigned to others	201	223
Finished goods	<u>560</u>	<u>613</u>

(7) OTHER CURRENT LIABILITIES

Other current liabilities consist of the following:

	<u>December 31,</u>	
	<u>2011</u>	<u>2010</u>
Accrued repairs	\$ -	\$205
Current portion of deferred rent	39	118
Domestic and foreign income taxes payable	8	30
Other	<u>175</u>	<u>125</u>
	<u>\$222</u>	<u>\$478</u>

(8) DEBT

Notes Payable to Stockholder

At January 1, 2010, as a result of our acquisition of Sigma, we had non-negotiable promissory notes in an aggregate principal amount of \$1,525 outstanding. We fully repaid these notes during the fourth quarter of 2010. These notes bore interest at the prime rate plus 1.25% and were secured by the assets of Sigma. Interest was payable annually commencing on the anniversary of closing.

Line of Credit

At December 31, 2010, we had a secured credit facility that provided for maximum borrowings of \$250 and was secured by pledged certificates of deposit totaling \$250. During the quarter ended September 30, 2011, this facility was terminated. While this facility was in place, we did not use it to borrow any funds. Our usage consisted of the issuance of two letters of credit in the face amounts of \$200 and \$50, respectively. These letters of credit were issued as security deposits under two of our operating leases. We paid a quarterly fee of 1.5% per annum on the total amount of the outstanding letters of credit. At the time this facility was terminated, the \$200 letter of credit that had been issued under this facility had already been terminated, as discussed below, and the \$50 letter of credit that had been issued under this facility was converted to a standalone letter of credit which is secured by a pledged certificate of deposit.

Letters of Credit

At December 31, 2010, we had an outstanding letter of credit in the amount of \$200. This letter of credit was originally issued in December 2000 as a security deposit under a lease that our Temptronic subsidiary entered into for its facility in Sharon, Massachusetts. This letter of credit expired January 1, 2011 and was renewed for an additional year. The terms of the lease required that the letter of credit be renewed at least thirty days prior to its expiration date for successive terms of not less than one year throughout the entire lease term, which ended February 28, 2011. As a result of the termination of this lease in February 2011, this letter of credit was cancelled effective July 12, 2011.

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(8) DEBT (Continued)

At each of December 31, 2011 and 2010, we had an outstanding letter of credit in the amount of \$50. This letter of credit is secured by a pledged certificate of deposit in the amount of \$50. This letter of credit was originally issued in September 2004 as a portion of the security deposit under a lease that we entered into for a facility for our Electrical Products operation based in northern California. This letter of credit expires September 13, 2012. The terms of the lease require that the letter of credit be renewed at least thirty days prior to its expiration date for successive terms of not less than one year until June 30, 2012, which is sixty days after the expiration of the lease term.

At each of December 31, 2011 and 2010, we had an outstanding letter of credit in the amount of \$250. This letter of credit is secured by a pledged certificate of deposit in the amount of \$250. This letter of credit was originally issued in April 2010 as a security deposit under a lease that we entered into for a facility in Mt. Laurel, New Jersey. Our Mechanical Products operation, which was located in Cherry Hill, New Jersey on December 31, 2010, relocated to this smaller facility in Mt. Laurel, New Jersey during the first quarter of 2011. This letter of credit expires April 1, 2012; however, the terms of the lease require that the letter of credit be renewed at least thirty days prior to its expiration date for successive terms of not less than one year throughout the entire lease term, which ends April 30,

2021. Provided that there is no event of default as defined under the terms and conditions of the lease, the required amount of the letter of credit will decrease to \$125 as of the sixty-fourth month of the term of the lease and to \$90 as of the one-hundredth month of the term of the lease.

At each of December 31, 2011 and 2010, we had an outstanding letter of credit in the amount of \$200. This letter of credit is secured by a pledged certificate of deposit in the amount of \$200. This letter of credit was originally issued in November 2010 as a security deposit under a lease that we entered into for a facility in Mansfield, Massachusetts. Our Thermal Products operation, which was located in Sharon, Massachusetts on December 31, 2010, relocated to this facility in Mansfield, Massachusetts during the first quarter of 2011. This letter of credit expires November 7, 2012; however, the terms of the lease require that the letter of credit be renewed at least thirty days prior to its expiration date for successive terms of not less than one year throughout the entire lease term, which ends August 23, 2021. Provided that there is no event of default as defined under the terms and conditions of the lease, the required amount of the letter of credit will decrease to \$100 as of the thirty-seventh month of the term of the lease and to \$50 as of the sixty-first month of the term of the lease.

#### **(9) LEASEHOLD IMPROVEMENTS AND DEFERRED RENT**

We record tenant improvements made to our leased facilities based on the amount of the total cost to construct the improvements regardless of whether a portion of that cost was paid through an allowance provided by the facility's landlord. The amount of the allowance, if any, is recorded as deferred rent. We amortize deferred rent on a straight-line basis over the lease term and record the amortization as a reduction of rent expense.

During 2005, we recorded \$854 of additions to our leasehold improvements which were paid for on our behalf by the landlord of our facility in San Jose, California. We occupied this facility during the first quarter of 2005. We also recorded this amount as deferred rent. Amortization of deferred rent for the years ended December 31, 2011 and 2010 was \$118 and \$118, respectively. The current portion of deferred rent is included in Other Current Liabilities on our balance sheet.

#### **(10) COMMITMENTS AND CONTINGENCIES**

##### ***Operating Lease Commitments***

We lease our offices, warehouse facilities, automobiles and certain equipment under noncancellable operating leases which expire at various dates through 2021. Total rental expense for the years ended December 31, 2011 and 2010 was \$1,327 and \$1,388, respectively. Certain of our operating leases contain predetermined fixed escalations of minimum rentals and rent holidays during the original lease terms. Rent holidays are periods during which we have control of the leased facility but are not obligated to pay rent. For these leases, we recognize the related rental expense on a straight-line basis over the life of the lease, which includes any rent holiday, and record the difference between the amounts charged to operations and amounts paid as Accrued Rent on our balance sheet. In addition to the monthly rental payments due, most of our leases for our offices and warehouse facilities require us to pay our portion of the common area maintenance, property taxes and insurance charges incurred by the landlord for the facilities which we occupy. These amounts are generally included in rental expense in our statement of operations, but they are not included in the minimum rental commitments disclosed below as they are based on actual charges incurred in the periods to which they apply.

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

#### **(10) COMMITMENTS AND CONTINGENCIES (Continued)**

The aggregate minimum rental commitments under the noncancellable operating leases in effect at December 31, 2011 are as follows:

2012	\$1,241
2013	\$ 987
2014	\$ 985
2015	\$ 994
2016	\$1,079
Thereafter	<u>\$4,539</u>
	<u>\$9,825</u>

#### **(11) GUARANTEES**

### Product Warranties

Warranty expense for the years ended December 31, 2011 and 2010 was \$122 and \$187, respectively. The following table sets forth the changes in the liability for product warranties for the years ended December 31, 2011 and 2010:

	<u>2011</u>	<u>2010</u>
Balance - Beginning of period	\$ 274	\$ 228
Payments made under warranty	(182)	(141)
Accruals for product warranty	<u>122</u>	<u>187</u>
Balance - End of period	<u>\$ 214</u>	<u>\$ 274</u>

### (12) INCOME TAXES

We are subject to Federal and certain state income taxes. In addition, we are taxed in certain foreign countries. As of December 31, 2011 and 2010, there were no cumulative undistributed earnings of our foreign subsidiaries for which U.S. income taxes have not been provided.

Earnings before income taxes was as follows:

	<u>Years Ended</u> <u>December 31,</u>	
	<u>2011</u>	<u>2010</u>
Domestic	\$6,722	\$7,053
Foreign	<u>937</u>	<u>347</u>
	<u>\$7,659</u>	<u>\$7,400</u>

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### **inTEST CORPORATION** **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS** (In thousands, except share and per share data)

### (12) INCOME TAXES (Continued)

Income tax expense (benefit) was as follows:

	<u>Years Ended</u> <u>December 31,</u>	
	<u>2011</u>	<u>2010</u>
Current		
Domestic -- Federal	\$ 148	\$ -
Domestic -- state	133	157
Foreign	<u>(20)</u>	<u>(9)</u>
	<u>261</u>	<u>148</u>
Deferred		
Domestic -- Federal	(1,676)	-
Domestic -- state	(193)	-
Foreign	<u>(596)</u>	<u>-</u>
	<u>(2,465)</u>	<u>-</u>
Income tax expense (benefit)	<u>\$(2,204)</u>	<u>\$148</u>

Deferred income taxes reflect the net tax effect of net operating loss and credit carryforwards as well as temporary differences between

the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. The following is a summary of the significant components of our deferred tax assets and liabilities as of December 31, 2011 and 2010:

	<i>December 31,</i>	
	<i>2011</i>	<i>2010</i>
Deferred tax assets:		
Net operating loss ("NOL") (Federal, state and foreign)	\$1,159	\$3,268
Tax credit carryforwards	963	834
Depreciation of property and equipment	815	993
Inventories	209	254
Accrued vacation pay	162	126
Allowance for doubtful accounts	56	55
Accrued warranty	25	64
Other	<u>41</u>	<u>46</u>
	3,430	5,640
Valuation allowance	<u>(484)</u>	<u>(5,153)</u>
Deferred tax assets	<u>2,946</u>	<u>487</u>
Deferred tax liabilities:		
Net intangible assets	(358)	(409)
Unremitted earnings of foreign subsidiaries	<u>(107)</u>	<u>(78)</u>
Deferred tax liabilities	<u>(465)</u>	<u>(487)</u>
Net deferred tax asset	<u>\$ 2,481</u>	<u>\$ -</u>

The valuation allowance for deferred tax assets as of the beginning of 2011 and 2010 was \$5,153 and \$8,599, respectively. The net change in the valuation allowance for the years ended December 31, 2011 and 2010 was a decrease of \$4,669 and \$3,446, respectively. In assessing the ability to realize the deferred tax assets, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during periods in which those temporary differences become deductible. We consider the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment. In order to fully realize the total deferred tax assets, we will need to generate future taxable income prior to the expiration of net operating loss and credit carryforwards which expire in various years through 2031.

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(12) INCOME TAXES** (Continued)

During the past several years, due to our history of operating losses in both our domestic and certain of our foreign operations, we had recorded a full valuation allowance against the deferred tax assets of these operations, including net operating loss carryforwards, where we believed it was more likely than not that we would not have sufficient taxable income to utilize these assets before they expire. During 2011, we reversed \$3,110 of the valuation allowance which had been recorded against the deferred tax assets of these operations. The reversal of this amount of the valuation allowance was based on our current assessment that it is now more likely than not that we will be able to fully utilize these assets in the near future. Some of the key factors we considered in making our assessment included our profitability in both 2011 and 2010 and our level of certainty with regard to our forecasts of near term future profitability for the operations to which these assets relate.

An analysis of the effective tax rate for the years ended December 31, 2011 and 2010 and a reconciliation from the expected statutory rate of 34% is as follows:

	<i>Years Ended</i>	
	<i>December 31,</i>	
	<i>2011</i>	<i>2010</i>
Expected income tax (benefit) provision at U.S. statutory rate	\$2,604	\$2,516
Increase (decrease) in tax from:		
Changes in valuation allowance	(3,110)	(743)
Effects of NOL and tax credit carryforwards	(1,803)	(1,841)
Current year tax credits	(349)	-
Domestic tax expense, net of Federal benefit	260	104
Foreign income tax rate differences	94	22
Deemed dividend from foreign subsidiaries	90	-

Nondeductible expenses	48	90
Other	<u>10</u>	<u>90</u>
Income tax expense (benefit)	<u>\$(2,204)</u>	<u>\$ 148</u>

In accounting for income taxes, we follow the guidance in ASC Topic 740 (Income Taxes) regarding the recognition and measurement of uncertain tax positions in our financial statements. Recognition involves a determination of whether it is more likely than not that a tax position will be sustained upon examination with the presumption that the tax position will be examined by the appropriate taxing authority having full knowledge of all relevant information. Our policy is to record interest and penalties associated with unrecognized tax benefits as additional income taxes in the statement of operations. As of December 31, 2011 and 2010, we did not have an accrual for uncertain tax positions.

We file U.S. income tax returns and multiple state and foreign income tax returns. With few exceptions, the U.S. and state income tax returns filed for the tax years ending on December 31, 2008 and thereafter are subject to examination by the relevant taxing authorities.

### (13) LEGAL PROCEEDINGS

From time to time we may be a party to legal proceedings occurring in the ordinary course of business. We are not currently involved in any legal proceedings the resolution of which we believe could have a material effect on our business, financial position, results of operations or long-term liquidity.

### (14) RELATED PARTY TRANSACTIONS

At January 1, 2010, we had notes payable in the aggregate amount of \$1,525 to one of our stockholders. These notes payable were a result of our acquisition of Sigma in October 2008. We fully repaid these notes during the fourth quarter of 2010.

At December 31, 2010, we had an outstanding note receivable in the amount of \$6 from the former managing director of our U.K. manufacturing operation which we closed in 2005. During 2010, we extended the term of this note to June 30, 2011. This note receivable was fully repaid during 2011. This note receivable is included in Other Assets on our balance sheet.

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

### (15) STOCK-BASED COMPENSATION PLAN

As of December 31, 2011 and 2010, we have outstanding stock options and unvested restricted stock awards granted under the Amended and Restated 1997 Stock Plan (the "1997 Stock Plan") as well as under the inTEST Corporation 2007 Stock Plan (the "2007 Stock Plan"). As of March 31, 2007, no additional stock options or shares of restricted stock could be granted under the 1997 Plan.

The 2007 Stock Plan was approved at our annual meeting of stockholders held on June 13, 2007, upon the recommendation of our Board of Directors. The 2007 Stock Plan permits the granting of stock options or restricted stock, for up to 500,000 shares of our common stock, to officers, other key employees and consultants. A description of the 2007 Stock Plan, including the full text of the 2007 Stock Plan, is contained in the proxy statement for our 2007 annual meeting of stockholders. As of December 31, 2011, 180,000 shares remain available to grant under the 2007 Stock Plan.

We have not granted any stock options during 2011 or 2010. Our unvested restricted stock awards outstanding are accounted for based on their grant date fair value. As of December 31, 2011, total compensation expense to be recognized in future periods was \$232. All of this expense is related to nonvested shares of restricted stock. The weighted average period over which this expense is expected to be recognized is 2.2 years.

#### Stock Options

The following table summarizes the stock option activity for the two years ended December 31, 2011:

	<i>Number of Shares</i>	<i>Weighted Average Exercise Price</i>
Options outstanding, January 1, 2010 (408,000 exercisable)	408,000	\$3.45
Granted	-	-
Exercised	-	-
Canceled	<u>(71,000)</u>	4.13
Options outstanding, December 31, 2010 (337,000 exercisable)	337,000	3.26

Granted	-	-
Exercised	(10,000)	3.04
Canceled	<u>(78,000)</u>	3.20
Options outstanding, December 31, 2011 (249,000 exercisable)	<u>249,000</u>	3.28

The following table summarizes information about stock options outstanding at December 31, 2011:

<i>Range of Exercise Prices</i>	<i>Number Outstanding and Exercisable at December 31, 2011</i>	<i>Weighted Average Remaining Life</i>	<i>Weighted Average Exercise Price</i>	<i>Aggregate Intrinsic Value</i>
\$3.04 - \$3.25	209,000	1.37 years	\$3.05	\$ -
\$3.61 - \$4.00	25,000	0.38 years	\$3.70	-
\$5.66 - \$6.13	<u>15,000</u>	1.78 years	\$5.82	-
	<u>249,000</u>		\$3.28	<u>\$ -</u>

The aggregate intrinsic value in the table above, if any, represents the total pretax intrinsic value, based on a closing price for our stock of \$2.78 at December 31, 2011, assuming all option holders exercised their stock options that were in-the-money as of that date. In general, it is our policy to issue new shares upon the exercise of stock options.

### **Restricted Stock Awards**

We record compensation expense for restricted stock awards (nonvested shares) based on the quoted market price of our stock at the grant date and amortize the expense over the vesting period. Restricted stock awards generally vest over four years. The following table summarizes the compensation expense we recorded during 2011 and 2010, respectively, related to nonvested shares:

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(15) STOCK-BASED COMPENSATION PLAN (Continued)**

	<i>Years Ended December 31,</i>	
	<i>2011</i>	<i>2010</i>
Cost of revenues	\$ 10	\$ 11
Selling expense	15	18
Engineering and product development expense	40	42
General and administrative expense	<u>81</u>	<u>157</u>
	<u>\$146</u>	<u>\$228</u>

There was no compensation expense capitalized in 2011 or 2010. The following table summarizes the activity related to nonvested shares for the two years ended December 31, 2011:

	<i>Number of Shares</i>	<i>Weighted Average Grant Date Fair Value</i>
Nonvested shares outstanding, January 1, 2010	66,500	\$4.14
Granted	273,750	1.64
Vested	(34,500)	4.11
Forfeited	<u>(2,500)</u>	4.24
Nonvested shares outstanding, December 31, 2010	303,250	1.89
Granted	-	-
Vested	(97,000)	2.45
Forfeited	<u>(11,250)</u>	1.73
Nonvested shares outstanding, December 31, 2011	<u>195,000</u>	1.62

The total fair value of the shares that vested during the years ended December 31, 2011 and 2010 was \$360 and \$81, respectively, as of the vesting dates of these shares.

## **(16) EMPLOYEE BENEFIT PLANS**

We have a defined contribution 401(k) plan for our employees who work in the U.S. (the "inTEST 401(k) Plan"). All permanent employees of inTEST Corporation and inTEST Silicon Valley Corp who are at least 18 years of age are eligible to participate in the plan. We match employee contributions dollar for dollar up to 10% of the employee's annual compensation, with a maximum limit of \$5. Employer contributions vest over four years. Matching contributions are discretionary. At various points in time in the past, these matching contributions have been temporarily suspended as a part of our cost containment efforts. Effective April 1, 2010, we reinstated the matching contributions for the domestic operations within our Mechanical and Electrical Products segments which had been temporarily suspended effective January 1, 2009. For the years ended December 31, 2011 and 2010, we contributed \$183 and \$162 to the plan, respectively.

Temptronic adopted a defined contribution 401(k) plan for its domestic employees in 1988, that was merged into the inTEST 401(k) Plan effective September 1, 2002. The inTEST 401(k) Plan retains the matching provisions of the prior Temptronic plan for all Temptronic employees. Temptronic matches employee contributions \$0.50 on the dollar up to 6% of the employees' annual compensation, with a maximum limit of \$3. Matching contributions are discretionary. The eligibility and vesting provisions of the prior Temptronic plan have been conformed to those for inTEST Corporation and inTEST Silicon Valley Corporation employees. Effective April 1, 2010, we reinstated matching contributions that had been suspended effective April 1, 2009 as a part of our cost containment efforts. For the years ended December 31, 2011 and 2010, Temptronic contributed \$81 and \$54 to the plan, respectively.

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### **inTEST CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS** (In thousands, except share and per share data)

## **(16) EMPLOYEE BENEFIT PLANS (Continued)**

In addition to the employer matching for which Temptronic employees are eligible, upon the termination of the Temptronic Equity Participation Plan ("EPP"), we also acknowledged that it was our intention to contribute \$3,000 in the aggregate to the inTEST 401(k) Plan as a form of profit sharing (not to exceed \$300 per year) for the benefit of Temptronic employees. The amount of these contributions approximates the amount that we had been committed to contribute to the EPP as of its termination date. All such profit sharing contributions are at the discretion of management, and will be allocated to employees annually in the same manner in which the shares held by the EPP had been allocated. The vesting provisions for these contributions are the same as those of the inTEST 401(k) Plan. Effective January 1, 2009, we temporarily suspended profit sharing contributions due to operating losses being incurred by Temptronic. Effective April 1, 2010, profit sharing contributions were reinstated. Accruals for profit sharing contributions totaling \$300 and \$225 were made during 2011 and 2010, respectively. Through December 31, 2011, we had made a total of \$1,853 in profit sharing contributions. We have historically funded these contributions through the use of treasury shares during the quarter subsequent to the quarter in which we record the profit sharing liability, although management has the discretion to use cash to fund these contributions. Our current intention is to use cash to fund these contributions when our stock price is below \$3.00 per share.

## **(17) SEGMENT INFORMATION**

We have three reportable segments, which are also our reporting units: Mechanical Products, Thermal Products and Electrical Products. The Mechanical Products segment includes the operations of our Mt. Laurel, New Jersey manufacturing facility. Sales of our Mechanical Products segment consist primarily of manipulator and docking hardware products, which we design, manufacture and market. In addition, this segment provides post warranty service and support for various ATE equipment.

The Thermal Products segment includes the operations of Temptronic Corporation, Sigma Systems Corp., Temptronic GmbH (Germany), and inTEST Pte, Limited (Singapore). Sales of this segment consist primarily of temperature management systems which we design, manufacture and market under our Temptronic and Sigma Systems product lines. In addition, this segment provides post warranty service and support.

The Electrical Products segment includes the operations of inTEST Silicon Valley Corporation. Sales of this segment consist primarily of tester interface products which we design, manufacture and market.

We operate our business worldwide, and all three segments sell their products both domestically and internationally. All three segments sell to semiconductor manufacturers, third-party test and assembly houses and ATE manufacturers. Our Thermal Products segment also sells into a variety of industries outside of the semiconductor industry, including the aerospace, automotive, communications, consumer electronics and defense industries. Intercompany pricing between segments is either a multiple of cost for component parts or list price

for finished goods.

	<i>Years Ended December 31,</i>	
	<i>2011</i>	<i>2010</i>
<b><i>Net revenues from unaffiliated customers:</i></b>		
Mechanical Products	\$15,208	\$20,087
Thermal Products	26,942	18,194
Electrical Products	5,151	7,973
Intersegment sales	<u>(35)</u>	<u>(50)</u>
	<u>\$47,266</u>	<u>\$46,204</u>
<b><i>Intersegment sales:</i></b>		
Mechanical Products	\$ 7	\$ 9
Thermal Products	-	-
Electrical Products	<u>28</u>	<u>41</u>
	<u>\$ 35</u>	<u>\$ 50</u>

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(17) SEGMENT INFORMATION** (Continued)

	<i>Years Ended December 31,</i>	
	<i>2011</i>	<i>2010</i>
<b><i>Depreciation/amortization:</i></b>		
Mechanical Products	\$ 59	\$ 24
Thermal Products	319	362
Electrical Products	<u>16</u>	<u>9</u>
	<u>\$394</u>	<u>\$395</u>
<b><i>Operating income (loss):</i></b>		
Mechanical Products	\$ 736	\$3,180
Thermal Products	6,951	2,280
Electrical Products	457	2,083
Corporate	<u>(566)</u>	<u>(193)</u>
	<u>\$7,578</u>	<u>\$7,350</u>
<b><i>Earnings (loss) before income tax expense (benefit):</i></b>		
Mechanical Products	\$ 785	\$3,256
Thermal Products	6,965	2,273
Electrical Products	475	2,064
Corporate	<u>(566)</u>	<u>(193)</u>
	<u>\$7,659</u>	<u>\$7,400</u>
<b><i>Income tax expense (benefit):</i></b>		
Mechanical Products	\$ (170)	\$74
Thermal Products	(1,823)	33
Electrical Products	(142)	45
Corporate	<u>(69)</u>	<u>(4)</u>
	<u>\$(2,204)</u>	<u>\$148</u>
<b><i>Net earnings (loss):</i></b>		
Mechanical Products	\$ 955	\$3,182
Thermal Products	8,788	2,240
Electrical Products	617	2,019
Corporate	<u>(497)</u>	<u>(189)</u>
	<u>\$9,863</u>	<u>\$7,252</u>
<b><i>Capital expenditures:</i></b>		

Mechanical Products	\$264	\$139
Thermal Products	431	408
Electrical Products	<u>85</u>	<u>112</u>
	<u>\$780</u>	<u>\$659</u>

	<i>December 31,</i>	
<i>Identifiable assets:</i>	<i>2011</i>	<i>2010</i>
Mechanical Products	\$ 8,240	\$ 7,617
Thermal Products	20,030	11,315
Electrical Products	<u>2,967</u>	<u>2,476</u>
	<u>\$31,237</u>	<u>\$21,408</u>

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(17) SEGMENT INFORMATION (Continued)**

The following table provides information about our geographic areas of operation. Net revenues from unaffiliated customers are based on the location to which the goods are shipped.

	<i>Years Ended</i> <i>December 31,</i>	
<i>Net revenues from unaffiliated customers:</i>	<i>2011</i>	<i>2010</i>
U.S.	\$19,165	\$17,510
Foreign	<u>28,101</u>	<u>28,694</u>
	<u>\$47,266</u>	<u>\$46,204</u>

	<i>December 31,</i>	
<i>Long-lived assets:</i>	<i>2011</i>	<i>2010</i>
U.S.	\$ 836	\$359
Foreign	<u>298</u>	<u>359</u>
	<u>\$1,134</u>	<u>\$718</u>

**(18) QUARTERLY CONSOLIDATED FINANCIAL DATA (Unaudited)**

The following tables present certain unaudited consolidated quarterly financial information for each of the eight quarters ended December 31, 2011. In our opinion, this quarterly information has been prepared on the same basis as the consolidated financial statements and includes all adjustments (consisting only of normal recurring adjustments) necessary to present fairly the information for the periods presented. The results of operations for any quarter are not necessarily indicative of results for the full year or for any future period.

Year-over-year quarterly comparisons of our results of operations may not be as meaningful as the sequential quarterly comparisons set forth below that tend to reflect the cyclical activity of the semiconductor industry as a whole. Quarterly fluctuations in expenses are related directly to sales activity and volume and may also reflect the timing of operating expenses incurred throughout the year.

	<i>Quarters Ended</i>				
	<i>3/31/11</i>	<i>6/30/11</i>	<i>9/30/11</i>	<i>12/31/11</i>	<i>Total</i>
Net revenues	\$11,704	\$13,800	\$11,681	\$10,081	\$47,266
Gross margin	5,093	6,798	6,133	4,869	22,893

Earnings before income tax expense (benefit)	1,317	2,733	2,420	1,189	7,659
Income tax expense (benefit)	60	78	(2,762)	420	(2,204)
Net earnings	1,257	2,655	5,182	769	9,863
Net earnings per common share - basic	\$0.13	\$0.26	\$0.51	\$0.08	\$0.97
Weighted average common shares outstanding - basic	10,067,748	10,146,613	10,182,795	10,191,927	10,147,708
Net earnings per common share - diluted	\$0.12	\$0.26	\$0.50	\$0.08	\$0.96
Weighted average common shares outstanding - diluted	10,266,644	10,296,902	10,297,284	10,281,364	10,285,621

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**inTEST CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(In thousands, except share and per share data)

**(18) QUARTERLY CONSOLIDATED FINANCIAL DATA (Unaudited) (Continued)**

	<i>Quarters Ended</i>				
	<i>3/31/10</i>	<i>6/30/10</i>	<i>9/30/10</i>	<i>12/31/10</i>	<i>Total</i>
Net revenues	\$ 9,529	\$15,260	\$11,305	\$10,110	\$46,204
Gross margin	4,537	7,368	5,452	4,788	22,145
Earnings before income tax expense (benefit)	1,115	3,166	1,694	1,425	7,400
Income tax expense (benefit)	3	(2)	16	131	148
Net earnings	1,112	3,168	1,678	1,294	7,252
Net earnings per common share - basic	\$0.11	\$0.32	\$0.17	\$0.13	\$0.72
Weighted average common shares outstanding - basic	9,993,089	10,006,956	10,033,034	10,042,226	10,019,000
Net earnings per common share - diluted	\$0.11	\$0.31	\$0.17	\$0.13	\$0.72
Weighted average common shares outstanding - diluted	9,998,892	10,186,364	10,194,580	10,183,760	10,141,552

**(19) SUBSEQUENT EVENTS**

*Acquisition*

On January 16, 2012, Temptronic Corporation acquired substantially all of the assets and certain liabilities of Thermonics pursuant to the Asset Purchase Agreement dated December 9, 2011. Thermonics is engaged in the business of designing, manufacturing, selling and distributing temperature forcing systems used in the testing of various products under temperature controlled situations. The acquisition of the Thermonics business will broaden the product line of inTEST's Thermal Products segment.

The purchase price for the assets was approximately \$3,821 in cash, plus the assumption of specified liabilities, including trade payables and certain customer contract obligations. We placed \$400 of the purchase price in escrow to provide security for certain indemnification obligations set forth in the acquisition agreement. In connection with this acquisition, we also signed a separate one year lease for the facility occupied by Thermonics. This facility is owned by the seller. The total minimum rental commitments under this operating lease are \$240. This amount is included in the amounts reported in the table in Note 10. We ceased operations at this facility in February 2012 and relocated the Thermonics product line to our facility in Mansfield, Massachusetts where our Temptronic and Sigma operations are located. We expect to record a restructuring charge in the first quarter of 2012 of approximately \$220 related to this action.

Total acquisition costs incurred through February 29, 2012 were \$431. The portion of these costs that was incurred in 2011 was \$148. Acquisition costs are expensed as incurred and included in general and administrative expense.

The Thermonics acquisition will be accounted for as a purchase business combination and, accordingly, the results will be included in our consolidated results of operations from the date of acquisition. The allocation of the total purchase price of Thermonics net tangible and identifiable intangible assets will be based on their estimated fair values as of the acquisition date. The tangible assets acquired include accounts receivable, inventory and property and equipment. Liabilities assumed include trade payables and certain customer

contract obligations. The excess of the purchase price over the identifiable intangible and net tangible assets will be allocated to goodwill. We have not completed our purchase accounting for this transaction and are still in the process of valuing the assets acquired. In addition, we are not yet able to provide the proforma income statement disclosures for the year ended December 31, 2011. These disclosures cannot be provided currently as certain factors that impact them, such as intangible asset amortization expense, are based on the final valuation of the assets acquired. We expect to complete this process by June 30, 2012.

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**inTEST CORPORATION**  
**SCHEDULE II -- VALUATION AND QUALIFYING ACCOUNTS**  
(in thousands)

	<i>Balance at Beginning of Period</i>	<i>Expense (Recovery)</i>	<i>Deductions</i>	<i>Balance at End of Period</i>
<b>Year Ended December 31, 2010</b>				
Allowance for doubtful accounts	154	62	(66)	150
Warranty reserve	228	187	(141)	274
<b>Year Ended December 31, 2011</b>				
Allowance for doubtful accounts	150	48	(3)	195
Warranty reserve	274	122	(182)	214

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ASSET PURCHASE AGREEMENT

by and among

TEMPTRONIC CORPORATION, as Buyer

and

TEST ENTERPRISES, INC., as Seller

and

JAMES C. KUFIS AND CAROLLYN M. KUFIS, TRUSTEES OF THE KUFIS FAMILY TRUST DATED NOVEMBER 9, 1990, AND ANY AMENDMENTS THERETO, as Shareholder

and

JAMES C. KUFIS, as Additional Seller Party

Dated as of December 9, 2011

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## EXHIBITS AND SCHEDULES\*

### Exhibits :

- Exhibit A - Definitions
- Exhibit B - Bill of Sale
- Exhibit C - Assignment and Assumption Agreement
- Exhibit D - Lease Agreement
- Exhibit E - Escrow Agreement
- Exhibit F - Transition Services Agreement
- Exhibit G - Opinion of Seller's Counsel
- Exhibit H - Shareholder Release

<u>Schedule</u>	<u>Title</u>
1.1(a)	Trade Accounts Receivable
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5.7(h)	Real Property Formerly Owned
5.8(b)	Seller Owned Intellectual Property
5.8(c)	In-Bound Licenses
5.8(d)	Out-Bound Licenses

\* Schedules are omitted as the Registrant believes they do not contain information which is material to an investment decision in the Registrant's securities. The Registrant hereby agrees to furnish supplementally a copy of any omitted Schedule to the Commission upon request.

5.8(g)	Seller Intellectual Property Status
5.9	Insurance
5.10	Litigation
5.12	Employee Benefit Plans
5.13	Labor Relations
5.14	Environmental Matters
5.19	Transactions with Affiliates
5.20	Product Warranty

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of December 9, 2011, is made by and among Temprotronic Corporation, a Delaware corporation ("Buyer"), Test Enterprises, Inc., a Delaware corporation ("Seller"), James C. Kufis and Carolyn M. Kufis, Trustees of the Kufis Family Trust Dated November 9, 1990, and any amendments thereto, a California trust and majority shareholder of Seller ("Shareholder"), and James C. Kufis, majority beneficial shareholder of Seller ("Additional Seller Party"). Seller, Shareholder, and Seller Party shall hereinafter sometimes be collectively referred to as the "Seller Parties." All capitalized terms used herein but not defined shall have the meanings ascribed to such terms in Exhibit A hereto.

#### Background

Seller manufactures and distributes a line of temperature forcing systems through its Thermonics division, that operates from a single facility (the "Facility") located at 1288 Reamwood Avenue, Sunnyvale, CA 94089 (the "Business"). Seller desires to sell and transfer substantially all of the assets used in connection with the Business to Buyer, and Buyer desires to acquire same from Seller, pursuant to the terms and conditions of this Agreement and the other Transaction Documents. The Shareholder is the record holder and the Additional Seller Party is the beneficial holder of a majority of the issued and outstanding shares of capital stock of Seller and, as such, are willing to join in this Agreement for purposes of Section 7.2, Section 10.2, Section 11.1, Section 11.2, Section 11.3, and Section 11.4 hereunder.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale of Assets

1.1 Purchase and Sale of Assets .

Upon the terms and subject to the conditions of this Agreement, and in reliance on the representations, warranties and covenants set forth herein, at the Closing, Seller will sell, transfer and convey to Buyer, and Buyer will acquire from Seller, free and clear of all Liens, all of the assets of the Business, including all of the assets of Seller used in or in connection with the operation of the Business, other than the Excluded Assets (the "Assets"), including, without limitation, the following:

- (a) All trade accounts receivable with an aging of sixty (60) days or less as of the Closing Date, as set forth on Schedule 1.1(a), and all amounts earned but not yet billed for services performed or goods delivered by Seller before the Closing Date (collectively, the "Accounts Receivable");
- (b) All tangible property, including, without limitation, all machinery and manufacturing equipment, office equipment, phone systems, furniture and fixtures, vehicles, tooling, dies, inventories, computers and other items of personal property that comprise or are otherwise used by Seller in connection with the Business, including those items set forth on Schedule 1.1(b) hereto (the "Personal Property");
- (c) All rights of Seller relating to prepaid expenses;
- (d) All electronic data processing software relating to the Business and the recordkeeping systems represented thereby;
- (e) All office and other supplies used by or in connection with the operations of the Business;
- (f) All rights and interest of Seller in and to the Assumed Contracts;
- (g) All claims and causes of action against others for breach of contract, tort or otherwise;
- (h) All governmental or other licenses, permits and authorizations relating to the Facility and the conduct of the Business (the "Permits"), as set forth on Schedule 1.1(h) hereto;
- (i) All customer lists and other records and information relating to the past, present or prospective customers of the Business;
- (j) All records relating to the Business, including all current and historical books, records and accounts, correspondence, billing records, employment records, vendor and supplier lists, specifications and other records relating to operating procedures, processes, inventions and know-how;
- (k) All customer order backlog, all service related files, manufacturing documentation, engineering drawings, customer project data;
- (l) All marketing and sales literature and materials;
- (m) All training materials and literature;
- (n) All of Seller's right, title and interest in and to all Intellectual Property and all Intellectual Property Rights used in the conduct of the Business;
- (o) All websites, domain names and registrations therefor;
- (p) All rights to use the trade name "Thermonics" and any derivation thereof;
- (q) All of Seller's rights to use the telephone numbers used in connection with the Business; and
- (r) The goodwill associated with the Business.

## 1.2 Excluded Assets.

Notwithstanding the provisions of Section 1.1 hereof, Seller is not selling, and Buyer is not purchasing, the following assets of the Business (the "Excluded Assets"):

(a) All cash and cash equivalents;

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(b) All trade accounts receivable with an aging greater than sixty (60) days as of the Closing Date;

(c) All inter-company or inter-division accounts or other non-trade receivables;

(d) All Leasehold Improvements;

(e) Returns and other records relating exclusively to Seller's banking deposits, loans and other financial transactions, Returns and tax obligations;

(f) the Non-Assignable Assets; and

(g) all other assets set forth on Schedule 1.2 hereto.

## 1.3 Non-Assignable Assets.

To the extent that any of the Assumed Contracts or Permits is not capable of being transferred validly to Buyer as provided for in Section 1.1 without the consent or waiver of any Person (including any Governmental Authority) or if such a transfer or an attempt to effect such a transfer would constitute a breach thereof or a violation of any law (each, a "Non-Assignable Asset"), Seller will (a) use its best efforts to obtain such consent or waiver of each such Person whose consent or waiver is so required, and upon obtaining it will assign and transfer such Assumed Contract or Permit to Buyer, (b) cooperate with Buyer by entering into any reasonable arrangement designed to provide to Buyer the benefit of such Assumed Contract or Permit (without incurring any new or additional obligations to any Person other than Buyer) and (c) at the request and expense of Buyer, enforce for Buyer's account any rights of Seller under or arising from any such Assumed Contract or Permit (including the right to terminate such Assumed Contract or Permit).

## 2. Purchase Price

### 2.1 Purchase Price.

The purchase price payable by Buyer to Seller for the Assets (the "Purchase Price") is the sum of (i) the Cash Purchase Price and (ii) assumption by Buyer of Seller's obligation to pay the Assumed Liabilities. The "Cash Purchase Price" is Four Million Dollars (\$4,000,000) (the "Base Cash Price"), adjusted by an amount equal to the difference between the Net Assumed Working Capital and the Net Reported Working Capital. To the extent the Net Assumed Working Capital is greater than the Net Reported Working Capital, the amount of such difference will be added to the Base Cash Price, and to the extent the Net Assumed Working Capital is less than the Net Reported Working Capital, the amount of such difference will be subtracted from the Base Cash Price. The "Net Assumed Working Capital" equals (i) the Accounts Receivable assumed by Buyer at Closing minus (ii) the trade accounts payable assumed by Buyer at Closing. The "Net Reported Working Capital" equals (x) the trade accounts receivable as reported on the detailed accounts receivable aging as of October 6, 2011, minus (y) the trade accounts payable as reported on the detailed accounts payable aging as of October 6, 2011. As so reported, the Net Reported Working Capital was \$1,263,139.

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### 2.2 Payment of the Purchase Price.

At Closing, Buyer shall:

(a) Pay to Seller an amount equal to the Cash Purchase Price less the Escrowed Amount, and, subject to Section 3.1, agree to pay and discharge the Assumed Liabilities; and

(b) Pay to the Escrow Agent, \$400,000.00 (ten percent (10%) of the Base Cash Price) (the "Escrowed Amount").

All such amounts to be paid to Seller or the Escrow Agent shall be paid by wire transfer to such of their accounts as each shall designate in writing to Buyer not less than three (3) Business Days prior to the Closing Date.

### 2.3 Allocation of the Purchase Price .

The parties agree to allocate the Purchase Price among the Assets as set forth in Schedule 2.3 attached. The parties shall adhere to such allocations in filing all returns to the appropriate taxing authorities. Seller shall promptly pay all sales and transfer taxes due or assessed as a result of the consummation of the transactions contemplated by this Agreement.

## 3. No Assumption of Liabilities

### 3.1 No Liabilities Assumed .

(a) Except as expressly provided herein, Buyer shall not assume, nor in any way be liable or responsible for, any claims or lawsuits against, or liabilities, obligations or debts of any nature, known or unknown, fixed or contingent, of the Business, the Seller, or any other Seller Party.

(b) Notwithstanding the provisions of the immediately preceding paragraph, at the Closing, Buyer will assume, and will thereafter in due course fully satisfy the liabilities and obligations arising under (i) the trade accounts payable and obligations under open purchase orders of the Business set forth on Schedule 3.1(b), (ii) obligations under the customer contracts (the "Assumed Customer Contracts") and the other contracts described on Schedule 3.1(b) (the "Other Contracts"; and collectively with the Assumed Customer Contracts, the "Assumed Contracts") hereto, with respect to, and only with respect to, performance that becomes due thereunder subsequent to the Closing Date, except that, with respect to any commissions payable to Seller's representatives or distributors pursuant to Other Contracts with such representatives or distributors, Buyer will only assume liability for commissions payable on goods that are shipped on or after the Closing Date, and Seller will remain liable for commissions payable on goods that are shipped before the Closing Date, and (iii) obligations for the repair or replacement of products sold by the Business prior to the Closing Date pursuant to warranty provisions described on Schedule 5.20 (collectively, the "Assumed Liabilities").

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### 3.2 Seller Will Pay Other Liabilities .

Seller will hereinafter pay and satisfy when due all of the liabilities and obligations of the Business other than the Assumed Liabilities. Seller will give Buyer such evidence of such payment and satisfaction as Buyer may request from time to time before or after Closing. Without limiting the generality of the foregoing, Seller, before distributing any of the proceeds of sale for the assets to its shareholders, will satisfy in full, or make adequate provision for the payment in full, all liabilities and obligations of Seller, including without limitation, all liabilities and obligations of Seller hereunder or under any Transaction Document that arise after or survive Closing.

## 4. Closing

### 4.1 The Closing .

The consummation of the transactions provided for in this Agreement (the "Closing") will take place on a date (the "Closing Date") and at a time and location mutually acceptable to the parties and no transaction shall be deemed to have been completed and no documents or certificates shall be deemed to have been delivered until all other transactions are completed and all other documents and certificates are delivered. It is the intent of the parties that the Closing Date will be January 3, 2012, or as soon as practicable thereafter upon satisfaction of the conditions precedent to close set forth in Section 8.1 and Section 8.2 .

### 4.2 Closing Deliverables .

(a) At the Closing, Seller will deliver, or cause to be delivered, to Buyer: (i) one or more bills of sale in substantially the form attached hereto as Exhibit B ("Bill of Sale") for the Assets, (ii) an assignment and assumption agreement in substantially the form attached hereto as Exhibit C (the "Assignment and Assumption Agreement"), and such other instruments as Buyer has reasonably requested in order to effect the assumption of the Assumed Customer Contracts, (iii) a lease agreement in substantially the form attached hereto as Exhibit D ("Lease Agreement"), duly executed by the owner of the Facility (the "Landlord") pursuant to which Buyer will lease the Facility with such terms and conditions that are mutually satisfactory to Buyer and Landlord, which terms will not be substantially different from the existing lease but for the term (which will not exceed twelve (12) months) and limitations on Buyer's liabilities thereunder, (iv) an escrow agreement in substantially the form attached hereto as Exhibit E ("Escrow Agreement"), (v) a transition services agreement in substantially the form attached hereto as Exhibit F ("Transition Services Agreement") pursuant to which Seller agrees to provide ongoing services in continuation of the Business after Closing on terms and conditions mutually satisfactory to Buyer and Seller, (vi) assignments of all Intellectual Property with separate assignments of all registered Marks, Patents and Copyrights, (vii) evidence satisfactory to Buyer in its sole discretion that the Assets

and Business are free and clear of all Liens and indebtedness of any kind or nature whatsoever and that all of Seller's obligations and liabilities relating thereto, other than the Assumed Liabilities, have been paid and satisfied in full, (viii) a certificate of Seller in form satisfactory to Buyer in its sole discretion to the effect that (A) each of the representations and warranties contained in this Agreement is true and correct in all material respects as of the Closing with the same effect as if made on and as of the Closing, except for the representations and

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warranties that are qualified by materiality, which shall be true and correct in all respects, and (B) Seller has complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by it under this Agreement, (ix) an opinion of counsel satisfactory to Buyer in its sole discretion covering the matters set forth in Exhibit G, (x) releases from the holders of at least 95% of the Issued Shares, each in substantially the form attached hereto as Exhibit H, and (xi) such other documents, instruments, certificates and agreements from the Seller Parties as reasonably requested by Buyer, each in a form reasonably acceptable to Buyer.

(b) At Closing, Buyer will deliver to Seller: (i) the Purchase Price, (ii) the Assignment and Assumption Agreement, (iii) the Lease Agreement, (iv) the Escrow Agreement, (v) the Transition Services Agreement, and (vi) a certificate of Buyer to the effect that (A) each of the representations and warranties contained in this Agreement is true and correct in all material respects as of the Closing with the same effect as if made on and as of the Closing, except for the representations and warranties that are qualified by materiality, which shall be true and correct in all respects, and (B) Buyer has complied with, fulfilled and performed each of the covenants, terms and conditions to be complied with, fulfilled or performed by it under this Agreement.

## 5. Representations, Warranties and Covenants by Seller.

Seller hereby represents, warrants and covenants to Buyer as of the date hereof and as of the Closing Date that the statements contained in this Section 5 are true and correct, except as set forth in the disclosure schedule dated and delivered as of the date hereof by Seller to Buyer (the "Disclosure Schedule"). The Disclosure Schedule shall consist of numbered schedules corresponding to each representation and warranty set forth in this Section 5. Each exception to a representation and warranty set forth in the Disclosure Schedule shall be deemed to qualify the specific representation and warranty which is referenced in the applicable numbered Schedule and no other representation or warranty unless such other applicable Schedule is cross-referenced or unless the applicability of such exception to another Schedule is reasonably apparent under the circumstances.

### 5.1 Corporate Matters, etc.

(a) Organization and Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full corporate power and authority to conduct its business as it has been and is presently being conducted and to own, operate or lease, as applicable, its properties and assets now owned, operated or leased by it. True, correct and complete copies of the Certificate of Incorporation and By-Laws of Seller, each as in effect on the date hereof, have been delivered to Buyer. Seller is not in violation of the provision of its Certificate of Incorporation or By-Laws. Seller is duly licensed or qualified to do business as a foreign corporation and is in good standing as a foreign corporation in each jurisdiction in which the properties or assets owned, operated or leased by it, the operation of its business or its other activities requires such licensing or qualification, as identified on Schedule 5.1(a). Seller also has the full corporate power and authority to make and perform this Agreement and the other Transaction Documents and to consummate the transactions contemplated herein and therein. The Additional Seller Party has the legal

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capacity and authority to make and perform this Agreement and the other Transaction Documents and to consummate the transactions contemplated herein and therein. Schedule 5.1(a) also sets forth a true and complete list of all names and addresses used by the Seller for the transaction of any business at any time since January 1, 2008.

(b) Capitalization. The authorized capital stock of Seller consists of 12,000,000 shares of common stock, \$0.001 par value, of which 3,800,000 shares (the "Issued Shares") are issued and outstanding as of the date hereof. The issued and outstanding shares of Seller's capital stock have been duly authorized and validly issued, are fully paid and nonassessable, were issued in compliance with all applicable federal and state securities Laws, and are held of record by the shareholders in the amounts set forth in Schedule 5.1(b). Neither Seller nor any other Seller Party is party to any shareholder agreement, voting agreement, voting trust or any other arrangement with respect to the transfer, voting or other rights associated with its capital stock. Seller does not have any outstanding securities other than its capital stock, the holders of which have the right to vote, or are convertible into, or exercisable or exchangeable for, Seller securities having the right to vote on any matter.

(c) Authorization. Each of the Seller Parties has full power and authority, to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and, as applicable, the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate action on the part of Seller

and by all necessary action on the part of Shareholder, and no other proceeding on its or their part is necessary to authorize this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each of the other Transaction Documents will be, duly and validly executed and delivered by, as applicable, each of the Seller Parties and constitutes the legal, valid and binding obligation of each of the Seller Parties, Enforceable against each of them in accordance with their terms.

(d) No Conflict. Neither the execution and delivery of this Agreement or any of the other Transaction Documents, nor compliance with the terms and conditions hereof or thereof by the Seller Parties or any of them will constitute, result in or give rise to (a) a breach or default under the Certificate of Incorporation or By-Laws of Seller, any other governing documents of Seller, or any trust agreement or instrument governing Shareholder, (b) the imposition of any Lien upon the Facility or any of the Assets, (c) a breach of or default under (or the acceleration of the time for performance of any obligation under) any Contractual Obligation to which Seller is a party, or by which any of the Assets are bound, except as set forth in Schedule 5.1(d), (d) breach, violation or default under any Law to which any of the Seller Parties are subject, or (e) assuming the making and obtaining of all filings, notifications, consents, approvals, authorization and other actions referred to in Section 5.1(e) :

(i) a violation of or conflict with any of the terms or requirements of, or the basis for any Governmental Authority to assert any right to revoke, withdraw, suspend, cancel, terminate, or modify, any governmental Permit that is held by Seller relating to the Business, the Facility or to any of the Assets owned or used by Seller in the Business;

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(ii) except as set forth on Schedule 5.1(d), a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any Assumed Liability; or

(iii) the imposition or creation of any Encumbrance upon any of the Assets.

(e) Consents. No notice to, approval, consent or authorization of, or declaration or filing with, any Governmental Authority or any other Person is required in connection with the execution and delivery of this Agreement and the other Transaction Documents by Seller or any other Seller Party, or the performance by any of them of their obligations hereunder or thereunder, or the consummation by them of the transactions contemplated hereby or thereby, except as disclosed in Schedule 5.1(e). Each such notice, consent, approval or authorization of, or declaration or filing has been provided, obtained or made (as applicable) or will be provided, obtained or made prior to the Closing Date.

## 5.2 Financial Information.

(a) True and complete copies of the Business's unaudited financial statements consisting of the balance sheet of the Business as of December 31, 2010 and December 31, 2009 and the related statements of income and retained earnings, shareholders' equity and cash flow for the years then ended (the "Full-Year Financial Statements"), and unaudited financial statements consisting of the balance sheet of the Business as of [September 30, 2011] and the related statements of income and retained earnings, shareholders' equity and cash flow for the [nine (9)] month period then ended (the "Interim Financial Statements" and, together with the Full-Year Financial Statements, the "Financial Statements") are included as Schedule 5.2(a). For purposes of this Agreement, September 30, 2011 shall be referred to as the "Statement Date". The Financial Statements were prepared in accordance with accounting principles consistently applied throughout the periods specified therein and present fairly in all material respects the financial positions and results of operations of the Business as of the dates and for the periods specified therein, are correct and complete, and are consistent with the books and records of Seller. All liabilities and obligations, whether absolute, accrued, contingent or otherwise, whether direct or indirect, and whether due or to become due, which existed as the date of such Financial Statements have been disclosed in the balance sheets included in the Financial Statements or on Schedule 5.2(a).

(b) Seller maintains reasonable measures in place to assure that there are no significant deficiencies or material weaknesses in the design or operation of Seller's internal controls which could adversely affect Seller's ability to record, process, summarize and report financial data. There is and has been no fraud, whether or not material, that involves management or other employees who have a significant role in Seller's internal controls. Seller will provide to Buyer accurate and complete copies of all formally written descriptions of, and all policies, manuals and other documents promulgating, such internal controls and procedures.

(c) The books of account and other financial records of Seller (i) reflect in all material respects all items of income and expense and all assets and liabilities of Seller, (ii) are in all material respects correct and do

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not contain any material inaccuracies or discrepancies, (iii) have been maintained in accordance with good business and accounting practices, and (iv) have been provided to Buyer for inspection.

### 5.3 Undisclosed Liabilities.

Except as set forth on Schedule 5.3, Seller does not have any material liabilities or obligations of any nature whatsoever (whether absolute or contingent, liquidated or unliquidated, or due or to become due) of the nature required to be disclosed in a balance sheet prepared in accordance with GAAP, except for liabilities and obligations (a) fully reflected in the Interim Financial Statements, or (b) that have arisen since the date of the Interim Financial Statements, in the Ordinary Course of Business and consistent with past practices of Seller, which are not, individually or in the aggregate, materially different from similar liabilities and obligations reflected in the Interim Financial Statements. Schedule 5.3 also sets forth the maximum amount of each item listed or required to be listed on Schedule 5.3.

### 5.4 Change in Condition Since Statement Date.

(a) Except for matters set forth in Schedule 5.3 or Schedule 5.4, since the Statement Date, Seller has conducted its Business only in the Ordinary Course of Business, and:

(i) There has not been any Material Adverse Change affecting the Business or the Seller;

(ii) Seller has not increased or modified the compensation or benefits payable or to become payable to any of its current or former employees, contractors or consultants;

(iii) Seller has not created or permitted to exist any Lien on any of the Assets;

(iv) (i) No Assumed Contract has been modified, and (ii) no rights under any Assumed Contract have been waived or accelerated;

(v) Seller has not sold, transferred, pledged or assigned any Intellectual Property used by the Business, except for the grants to purchasers of Seller's products of non-exclusive licenses to software embodied in Seller in the Ordinary Course of Business;

(vi) There has not been any labor dispute or any activity or proceeding by a labor union or representative thereof to organize any employees of Seller;

(vii) There has not been any violation of or conflict with any law to which the Business, Assets, or other operations, assets or properties of Seller are subject;

(viii) There has not been any material damage, destruction or loss with respect to the property and assets of Seller, whether or not covered by insurance;

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(ix) Seller has not made any change in accounting practices; or

(x) Seller has not agreed, whether in writing or otherwise, to do any of the foregoing.

(b) Seller has used all commercially reasonable efforts to keep available for Buyer the services of the Employees, agents, referral sources, customers and suppliers of the Business. None of the Seller Parties have Knowledge that has caused them to believe that any loss of any Employee, agent, referral sources, customer or supplier, Contract or other advantageous arrangement of the Business will result because of the consummation of the transactions contemplated hereby.

### 5.5 Marketable Title and Condition of Personal Property.

Seller has good and marketable title to all of the Personal Property. Except as set forth in Schedule 5.5, none of the Personal Property or other Assets is subject to any Lien. All Liens listed in Schedule 5.5, unless otherwise agreed to in writing by Buyer, shall be satisfied, discharged and removed prior to Closing. The Personal Property, together with the tangible personal property listed on Schedule 5.5 (the "Leased Personal Property"), constitutes all of the tangible personal property used by and necessary to operate the Business. All of the Personal Property and Leased Personal Property is in good operating condition and repair, subject to normal wear and tear, is useable in the Ordinary Course of Business, is located at the Facility, and conforms to all Laws, including those relating to their construction, use and operation.

### 5.6 Contracts.

(a) Except as set forth in Schedule 5.6(a), Seller does not have any oral or written (i) employment, severance or collective bargaining or similar agreement with or relating to any employee or any consulting, brokerage or agency agreement not terminable without cost

without notice, (ii) agreement or arrangement with any officer or director, (iii) agreement, plan or arrangement providing for any bonus, pension or retirement benefit, vacation, insurance or other employee benefit, (iv) agreement, contract, indenture or other instrument granting any lien, security interest or other encumbrance in or on any of the Assets, (v) agreement or arrangement for the future purchase or delivery of goods or rendition of service, including any such agreement or arrangement with any customer of or supplier to Seller, (vi) contracts, commitments, agreements or arrangements containing any "change in control" provision, as that term is commonly understood, which would be triggered by the execution, delivery or consummation of the transactions or any other Transaction Document, including any right of termination, right of payment or acceleration of any other right under such contracts, commitments, agreements or arrangements, (vii) contracts for the sharing of proprietary information, (viii) contracts containing covenants not to compete in any line of business or with any Person in any geographical area or not to solicit or hire any Person with respect to employment or covenants of any other person not to compete with the Business or not to solicit or hire any Employee, (ix) contracts obligating the Business to provide or obtain products or services for a period of one year or more, (x) contracts obligating the Business to purchase its total requirements of any product or service from a third party, (xi) distribution, dealer, representative or sales agency agreements which are not terminable at will, are not assignable without consent

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of the other party thereto, or which provide for exclusive territories (the foregoing collectively, the "Contracts"). No event or condition exists which constitutes or, with the giving of notice or the passage of time or both, would constitute a breach or default by any party to such Contracts, or would permit termination, modification or acceleration thereunder, nor would consummation of the transactions contemplated hereby or by any other Transaction Document constitute any such event or condition. Seller has provided to Buyer a true and correct copy of all written Contracts, in each case together with all amendments, waivers or other changes thereto (all of which are disclosed on Schedule 5.6(a). Schedule 5.6(a) contains an accurate and complete description of all material terms of all oral Contracts, if any.

(b) All of the Assumed Contracts are legal, valid, binding and in full force and effect, and Enforceable against each party thereto in accordance with their respective terms. Except as disclosed on Schedule 5.6(b), Seller and, to the Knowledge of Seller, the other parties thereto, have performed in all respects all obligations required to be performed by them under the Assumed Contracts. To the Knowledge of the Seller Parties, no party to the Assumed Contracts has exercised or intends to exercise any termination rights with respect thereto, or notified or intends to notify Seller of an intent to so exercise, and no party has given or intends to give notice of any dispute with respect to the Assumed Contracts.

#### 5.7 Real Property.

(a) Seller is a party to a real estate lease dated December 10, 2004 (the "Real Estate Lease") pursuant to which Seller leases from James C. Kufis, the Landlord, its business premises located in Sunnyvale, California (the "Leased Premises"). Seller is the owner of good leasehold title to the Leased Premises, free and clear of all Encumbrances and other matters affecting title, excepting any Encumbrances that are part of the public record. Other than the Leased Premises, Seller is not a party to any lease of real estate or any other agreement with respect to the tenancy, use or occupancy of real estate. No Person has any right or option to purchase or acquire any of Seller's leasehold interest in the Leased Premises.

(b) Seller has delivered to Buyer a true, correct and complete copy of the Real Estate Lease (including any amendments or modifications thereto) and any and all material ancillary documents pertaining thereto (including all master leases or prime leases to which the Real Estate Lease is subordinate). Seller has peaceful, undisturbed and exclusive possession of the Leased Premises, as described in the Real Estate Lease.

(c) The Real Estate Lease is in full force and effect and has not been modified or amended in any way. There are no understandings, representations, warranties, promises or agreements between Landlord and Seller, except as set forth in the Real Estate Lease.

(d) There are no defaults by Landlord or Seller in the performance of their respective obligations under the Real Estate Lease or circumstances which, with notice or passage of time, or both would become a default under the Real Estate Lease.

(e) Seller has not previously assigned, mortgaged or otherwise transferred its interest in the Real Estate Lease or sublet all or any portion of the Leased Premises.

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(f) Contemporaneous with the Closing hereunder, Landlord has agreed to terminate the Real Estate Lease and enter into the Lease Agreement directly with Buyer. Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that Buyer shall not assume the Real Estate Lease or any of the obligations or liabilities of Seller contained therein.

(g) There are no management, service, equipment, supply, maintenance or concession agreements with respect to or affecting the Leased Premises which will survive termination of the Real Estate Lease.

(h) Seller does not own any real property. Schedule 5.7(h) lists all real property formerly owned by Seller.

(i) To the Knowledge of Seller, the uses for which the buildings, facilities and other improvements located on the Leased Premises are zoned do not materially restrict, or materially impair, the use of the Leased Premises for purposes of the Business. Seller has not received any written notice from any Governmental Authority or other Person that the Leased Premises does not comply with all applicable material building and zoning codes, deed restrictions, ordinances and rules.

(j) No Governmental Authority having the power of eminent domain over the Leased Premises has commenced or, to the Knowledge of Seller, intends to exercise the power of eminent domain or a similar power with respect to all or any part of the Leased Premises. There are no pending or, to the Knowledge of Seller, threatened condemnation, fire, health, safety, building, zoning or other land use regulatory proceedings, lawsuits or administrative actions relating to any portion of the Leased Premises or any other matters which do or may adversely affect the current use, occupancy or value thereof. Seller has not received written notice of any pending or threatened special assessment proceedings affecting any portion of the Leased Premises.

(k) To the Knowledge of Seller, the Leased Premises and all present uses and operations of the Leased Premises comply in all material respects with all Laws, governmental permits, covenants, conditions, restrictions, easements, disposition agreements and similar matters affecting the Leased Premises. The continued use, occupancy and operation of the Leased Premises as currently used, occupied and operated do not constitute a nonconforming use and are not the subject of a special use permit under any Law.

(l) To the Knowledge of Seller, the Leased Premises are in suitable condition for the business of Seller as currently conducted. To its Knowledge, Seller has good and valid rights of ingress and egress to and from the Leased Premises from and to the public street systems for all usual street, road and utility purposes.

(m) No Person other than Seller is in possession of any of the Leased Premises or any portion thereof, and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any Person other than Seller the right of use or occupancy of the Leased Premises or any portion thereof. To the Knowledge of Seller, no easement, utility transmission line or water main located on the Leased Premises

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adversely affects the use of the Leased Premises or any improvement on the Leased Premises in any material respect.

(n) To the Knowledge of Seller, all water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by any Law or necessary for the current use and operation of the Leased Premises are installed to the property lines of the Leased Premises, are connected pursuant to valid permits to municipal or public utility services or proper drainage facilities, are fully operable and adequate to service the Leased Premises in the operation of the business as currently conducted and to permit compliance with the requirements of all Laws in the operation thereof. To the Knowledge of Seller, no fact or condition exists which would result in the termination or reduction of the current access from the Leased Premises to existing roads or to sewer or other utility services presently serving the Leased Premises.

## 5.8 Intellectual Property.

(a) As used in this Agreement, "Intellectual Property" means: (i) inventions (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, technical knowledge, methods, processes, technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information"); (ii) trademarks and service marks (whether or not registered), trade names, product names, logos, trade dress and other proprietary indicia and all goodwill associated therewith; (iii) documentation, advertising copy, marketing materials, web-sites, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship, whether or not protected by Copyright; and (iv) all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in clauses (i) through (iv) in any country of the world ("Intellectual Property Rights"), including all patents, patent applications, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), all trademarks, service marks and other proprietary indicia (whether or not registered) ("Marks"), trade secret rights, mask works, moral rights or other literary property or authors rights, and all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

(b) Schedule 5.8(b) lists (by name, owner and, where applicable, registration number and jurisdiction of registration, application, certification or filing) all Intellectual Property that is owned by Seller (whether exclusively, jointly with another Person or otherwise) ("Seller Owned Intellectual Property"); provided that Schedule 5.8(b) is not required to list, and Seller Owned Intellectual Property shall not be deemed to include, items which are both (i) immaterial to Seller and (ii) not registered or the subject of an application for registration. Except as described in Schedule 5.8(b), Seller exclusively owns the entire right, title and interest to all Seller Owned Intellectual Property free and clear of all Encumbrances.

(c) Schedule 5.8(c) lists all licenses, sublicenses and other contracts ("In-Bound Licenses") pursuant to which a third party authorizes Seller to use, practice any rights under, or grant sublicenses with respect to, any Intellectual Property owned by such third party,

including the incorporation of any such Intellectual Property into Seller's products and, with respect to each In-Bound License, whether the In-Bound

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License is exclusive or non-exclusive; provided, however, that Schedule 5.8(c) is not required to list items that consist solely of "shrink-wrap", "click-wrap" and similar off-the-shelf commercially available end-user licenses that are not material to Seller's Intellectual Property Rights, service offerings or business.

(d) Schedule 5.8(d) lists all licenses, sublicenses and other contracts ("Out-Bound Licenses") pursuant to which Seller authorizes a third party to use, practice any rights under, or grant sublicenses with respect to, any Seller Owned Intellectual Property or pursuant to which Seller grants rights to use or practice any rights under any Intellectual Property owned by a third party and, with respect to each Out-Bound License, whether the Out-Bound License is exclusive or non-exclusive.

(e) Seller (i) owns exclusively the entire right, interest and title to all Intellectual Property that is used in or necessary for the businesses of Seller as they are currently conducted or proposed by Seller to be conducted free and clear of Encumbrances (including the design, manufacture, license and sale of all products currently under development or in production), or (ii) otherwise rightfully uses or otherwise enjoys such Intellectual Property pursuant to the terms of a valid and enforceable In-Bound License that is listed Schedule 5.8(c). Seller Owned Intellectual Property, together with Seller's rights under the In-Bound Licenses listed on Schedule 5.8(c), together with items expressly permitted to be excluded from the foregoing categories (collectively, the "Seller Intellectual Property"), constitutes all of the Intellectual Property used in or necessary for the operation of Seller's businesses as they are currently conducted and as proposed by Seller to be conducted.

(f) All registration, maintenance and renewal fees related to Patents, Marks, Copyrights and any other certifications, filings or registrations that are owned by Seller ("Seller Registered Items") that are currently due have been paid and all documents and certificates related to such Seller Registered Items have been filed with the relevant Governmental Authority or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Seller Registered Items. All Seller Registered Items are in good standing, held in compliance with all applicable legal requirements and enforceable by Seller. To the Knowledge of Seller, all Patents that have been issued to Seller are valid.

(g) Seller is not aware of any challenges (or any basis therefor) with respect to the validity or enforceability of any Seller Intellectual Property. Schedule 5.8(g) lists the status of any actions before the United States Patent and Trademark Office or any other Governmental Authority anywhere in the world related to any Seller Intellectual Property, including the due date for any outstanding response by Seller in such actions. Seller has not taken any action or failed to take any action that would reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation, waiver or unenforceability of any Seller Intellectual Property. Schedule 5.8 (g) lists all previously held Seller Registered Items that Seller has abandoned, cancelled, forfeited or relinquished during the twelve (12) months prior to the date of this Agreement.

(h) (i) None of the products or services currently developed manufactured, sold, distributed, provided, shipped or licensed, by Seller, or which are currently under development, has infringed or infringes upon, or otherwise unlawfully used or uses, the Intellectual Property Rights of any third party; (ii) Seller has not, by conducting its business as currently conducted, infringed and is not infringing upon, and has not

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otherwise unlawfully used or is unlawfully using, any Intellectual Property Rights of a third party; (iii) Seller has not received any communication alleging that Seller or any of its products, services, activities or operations infringe upon or otherwise unlawfully use any Intellectual Property Rights of a third party nor, to the Knowledge of Seller, is there any basis therefor; (iv) no Action has been instituted, or, to the Knowledge of Seller, threatened, relating to any Intellectual Property formerly or currently used by Seller and none of Seller Intellectual Property is subject to any outstanding Order. To the Knowledge of Seller, no Person has infringed or is infringing any Intellectual Property Rights of Seller or has otherwise misappropriated or is otherwise misappropriating any Seller Intellectual Property.

(i) Seller has taken commercially reasonable steps to protect and preserve the confidentiality of all Proprietary Information owned by Seller that is not covered by an issued Patent, including but not limited to having a policy that third parties who are given or have access to Proprietary Information owned by Seller are to enter into binding written confidentiality agreements between Seller and such third party ("Nondisclosure Agreements"). True and complete copies of the Nondisclosure Agreements, and any amendments thereto, have been provided to Buyer. Seller is, and to the Knowledge of Seller, all other parties thereto are, in compliance with the provisions of the Nondisclosure Agreements. Seller is in compliance with the terms of all Contracts pursuant to which a third party has disclosed to, or authorized Seller to use, Proprietary Information owned by such third party.

(j) No current or former employee, consultant or contractor or any other Person has any right, claim or interest to any Intellectual Property owned or used by Seller or embodied or incorporated into any of its Products. All Intellectual Property conceived by such employees, consultants or contractors in connection with their services for Seller constitutes Seller Owned Intellectual Property.

(k) To the Knowledge of Seller, no employee, consultant or contractor of Seller has been, is or will be, by performing services for Seller, in violation of any term of any employment, invention disclosure or assignment, confidentiality, noncompetition agreement or other restrictive covenant or any Order as a result of such employee's, consultant's or independent contractor's employment by Seller or any services rendered by such employee, consultant or independent contractor.

(l) All Intellectual Property that has been distributed, sold or licensed to a third party by Seller that is covered by a warranty conformed and conforms to, and performed or performs in accordance with, the representations and warranties provided with respect to such Intellectual Property by or on behalf of Seller for the time period during which such representations and warranties apply.

(m) The execution and delivery of this Agreement by Seller does not, and the consummation of the transactions contemplated by this Agreement (in each case, with or without the giving of notice or lapse of time, or both), will not, directly or indirectly, result in the loss or impairment of, or give rise to any right of any third party to terminate or re-price or otherwise renegotiate any of Seller's rights to own any of its Intellectual

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Property or their respective rights under any Out-Bound License or In-Bound License, nor require the consent of any Governmental Authority or other third party in respect of any such Intellectual Property.

#### 5.9 Insurance, etc.

Schedule 5.9 attached hereto sets forth a list of: (a) all policies of insurance held, owned or paid by Seller or otherwise in force and providing coverage for the Business, and (b) all bonds, indemnity agreements and other agreements of suretyship made for or held by Seller or otherwise in force, identifying in each case the nature and amount of coverage, the names of each insured covered thereby, and the expiration dates thereof. All such insurance policies are in full force and effect in accordance with their terms, no notice of cancellation has been received, and there is no existing default or event which, with or without the giving of notice or lapse of time or both, would constitute a default thereunder. Such policies are in amounts which are adequate in relation to the Business and assets of Seller and all premiums to date have been paid in full. Seller has not been refused any insurance, nor has Seller's coverage been limited, by any insurance carrier to which Seller has applied for insurance or with which Seller has carried insurance during the past five (5) years. None of the Seller Parties has been advised by any of Seller's insurance carriers of any disputes between Seller and any insurance carrier regarding coverage, claims, settlements or premiums .

#### 5.10 Litigation, etc.

There is no pending or, to the Knowledge of Seller, threatened Action against Seller, or its Business, properties, or rights, including, without limitation, any environmental, product liability, ERISA, shareholder, worker's compensation or intellectual property infringement claims. There is no Action pending or, to the Knowledge of Seller, threatened which seeks rescission of or seeks to enjoin the consummation of this Agreement or any other Transaction Document or any of the transactions contemplated hereby or thereby. To the Knowledge of Seller, there are no facts which exist that could serve as a basis for any such Action described in the two preceding sentences. There are no outstanding injunctions, judgments, orders, decrees, or rulings to which Seller is subject, or which affect the Facility, Assets, or Business. Schedule 5.10 contains a description of all material lawsuits, actions, suits, claims, investigations and other proceedings involving Seller, and to the Knowledge of Seller, any employee, officer, director, officer, shareholder or consultant of Seller in connection with the Business, arising or existing at any time during the past five (5) years.

#### 5.11 Compliance with Laws, etc.

Seller is, and at all times during the past three (3) years has been, in compliance in all material respects with all applicable Laws and has not, during such time: (i) received any written notice or other communication from any Governmental Authority or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Law, or (B) any actual, alleged, possible, or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature, or (ii) conducted any internal investigation concerning any alleged violation of any Law (regardless of the outcome of such investigation).

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#### 5.12 Employee Benefit Plans.

(a) Schedule 5.12 sets forth a list of each defined benefit and defined contribution plan, stock ownership plan, executive compensation program or arrangement, bonus plan, incentive compensation plan or arrangement, profit sharing plan or arrangement, deferred compensation agreement or arrangement, supplemental retirement plan or arrangement, vacation pay, sickness, disability, or death benefit plan (whether provided through insurance, on a funded or unfunded basis, or otherwise), medical or life insurance plan providing benefits to any of Seller's employees, retirees, or former employees or any of their dependents, survivors, or beneficiaries, employee stock option or stock purchase plan, severance pay, termination, salary continuation or employee assistance plan, and each other employee benefit plan, program, or arrangement, including without limitation each "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is maintained by Seller for the benefit of or relating to any of its employees or former employees or their dependents, survivors, or beneficiaries, whether or not legally binding, and for which Seller could reasonably have any liabilities, all of which are hereinafter referred to as the "Seller Benefit Plans."

(b) Except as set forth on Schedule 5.12, each Seller Benefit Plan that is an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) that is not intended to be a nonqualified deferred compensation plan meets the requirements of Section 401(a) of the Code; the trust, if any, forming part of such plan is exempt from U.S. federal income tax under Section 501(a) of the Code; a favorable determination letter has been issued by the Internal Revenue Service after January 1, 2002; and since the date of such determination letter there are no circumstances that are likely to adversely affect the qualification of such plans. In addition, Seller has not received any correspondence or written or verbal notice from the IRS, the U.S. Department of the Treasury, the Employee Benefits Security Administration, any participant in, or beneficiary of, a Seller Benefit Plan, or any agent representing any of the foregoing that brings into question Seller's compliance referred to in this Section.

(c) To Seller's Knowledge, no tax liabilities have arisen and are currently unpaid in relation to a violation of any applicable Seller Benefit Plan of Section 409A of the Code, nor is any tax liability expected to arise in connection with any payment as a result of the transactions contemplated in this Agreement.

(d) No contingent or other liability with respect to which Seller has or could have any liability exists under Title IV of ERISA to the Pension Benefit Guaranty Corporation (the "PBGC") or to any Seller Benefit Plan or any plan sponsored by an employee organization that provides benefits to Seller's employees, and no assets of Seller are subject to a lien under Section 4064 or 4068 of ERISA.

(e) All contributions (including all employer contributions and employee salary reduction contributions) required to be made to or with respect to each Seller Benefit Plan with respect to the service of employees or former employees of Seller as of the Closing Date and all contributions for any period ending on or before the Closing Date that are not yet due have been made or have been accrued for in Seller's books and records. All Seller Benefit Plans are in compliance with Code Section 412, to the extent that it is applicable to

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the Plan. The assets under each Seller Benefit Plan that is an "employee pension benefit plan" (as such term is defined in ERISA Section 3(2)) equal or exceed the present value of all vested and unvested liabilities thereunder, as determined in accordance with the terms of such Plan, the Code, ERISA, and, to the extent applicable, PBGC methods, factors, and assumptions applicable to Employee Pension Benefit Plans on the date of such determination.

(f) There have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Part 4 of Subtitle B of Title I of ERISA in connection with any of Seller Benefit Plans that, assuming the taxable period of such transaction expired as of the date hereof, could subject Seller to a tax or penalty imposed by either Section 4975 of the Code or Section 502(i) of ERISA; each Seller Benefit Plan has been administered to date in all material respects in accordance with the applicable provisions of ERISA, the Code, and applicable Law and with the terms and provisions of all documents, contracts, or agreements pursuant to which such Seller Benefit Plan is maintained.

(g) Seller does not have any obligation to any former employee, or any current employee upon retirement, under any Seller Benefit Plan or otherwise, other than those disclosed in Schedule 5.12(g) hereto, and any Seller Benefit Plan can be terminated as of or after the Closing Date without resulting in any liability to Buyer for any additional contributions, penalties, premiums, fees, fines, excise taxes, or any other charges or liabilities.

### 5.13 Employees; Labor Relations.

(a) Schedule 5.13, delivered separately under binder of confidentiality at least five (5) days prior to the date of this Agreement, contains a complete and accurate list of the following information for each current employee or director of Seller, including each employee on leave of absence or layoff status: name, position, current rate of compensation and any unpaid sick, vacation, holiday pay and any other compensation arrangements or fringe benefits, (together with a description of any specific arrangements or rights concerning such employees that are not reflected in any agreement or document referred to in Schedule 5.6(a)). Seller is in compliance with all applicable Laws relating to employment and employment practices, terms and conditions of employment, wages and hours, nondiscrimination, immigration, collective bargaining, payment of social security and similar taxes, occupational safety and health, and plant closings. Seller has not and is not engaged in any unfair labor practice; and, except as disclosed in Schedule 5.13, no complaints or charges relating to unfair labor practice(s), employment discrimination, wage and hour violations, occupational safety and health violations, plant closing obligations, claims for worker's compensation, or other employment-related claims have been made against Seller and none are pending before any Government Authority,

including the National Labor Relations Board, Equal Employment Opportunity Commission or other federal, state or municipal Government Authority or counterpart thereto. Each Seller Benefit Plan has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations, including but not limited to ERISA and the Code, which are applicable to such Seller Benefit Plan. Seller is not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing Laws. Seller has no collective bargaining or other labor contracts,

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employment contracts, separation, or severance obligations, retirement, insurance, deferred compensation or other employee benefit plans, agreements or arrangements with respect to its current or past employees.

(b) Seller is not a party to any contract which restricts Seller from relocating, closing or terminating any of its operations or facilities or any portion thereof. Seller has not since January 1, 2009 effectuated a "plant closing" (as defined in the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act")); (ii) a "mass lay-off" (as defined in the WARN Act or California Labor Code, Section 1400, et seq. (the "Cal-WARN Act")), (iii) a "termination" (as defined in the Cal-WARN Act), or (iv) a "relocation" (as defined in the Cal-WARN Act), in the case of any of the foregoing, affecting any site of employment or facility of Seller, except in accordance with the WARN Act and the Cal-WARN Act.

#### 5.14 Environmental Matters.

(a) For purposes of this Section and the defined terms used herein, the term "Seller" shall include (i) Seller, and (ii) all predecessor or former corporations, partnerships, joint ventures, organizations, businesses or other entities, whether in existence as of the date hereof or at any time prior to the date hereof, the assets or obligations of which have been acquired or assumed by Seller or to which Seller has succeeded.

(b) Seller: (i) is, and at all times has been, in compliance in all material respects with all applicable Environmental Laws; (ii) holds, and at all pertinent times has held, all Environmental Permits (each of which is in full force and effect) required for any current or intended operations or for any property owned, leased or otherwise operated; and (iii) is, and at all times has been, in compliance in all material respects with all of their Environmental Permits; except to the extent any of said items would not, in the aggregate, have a Material Adverse Effect on the Business or the Seller.

(c) Seller has not received any written notice of alleged, actual or potential responsibility for, or any inquiry or investigation regarding, any pre-closing environmental condition. Seller has not received any written notice of any other claim, demand or Action by any individual or authority alleging any actual or threatened injury or damage to any person, property, natural resource or the environment or otherwise alleging liability of Seller arising from or relating to any Release or threatened Release of any Hazardous Materials at, on, under, in, to or from the Leased Premises or any former facilities, or in connection with any operations or activities of Seller, nor, to Seller's Knowledge, are there facts or circumstances that might support such a claim, demand or Action.

(d) Seller has not entered into or agreed to any consent decree, Order, settlement or other agreement, nor is it subject to any judgment, decree, Order or other agreement, in any judicial, administrative, arbitral, or other forum, relating to compliance with or liability under any Environmental Law.

(e) Seller has not received a CERCLA 104(e) information request nor has Seller been named a potentially responsible party for any National Priorities List site under CERCLA or any site under analogous state Law. Seller has not received an analogous notice or request from any non-U.S. Governmental Authority.

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(f) Hazardous Materials have not been transported to, or disposed of, emitted, discharged or otherwise Released or threatened to be Released on or at, any real property presently or formerly owned, leased or operated by Seller, including, without limitation, the Leased Premises, or to or from any other location at any time, or to the Knowledge of Seller, which may (i) give rise to liability of Seller under any applicable Environmental Law, or (ii) interfere in any material respect with Seller's continued operations, or (iii) impair in any material respect the Leased Premises.

(g) Seller has not assumed or retained, by contract or operation of law in connection with the sale or transfer of any assets or business, liabilities arising from or associated with or otherwise in connection with such assets or business of any kind fixed or contingent, under any applicable Environmental Law.

(h) Schedule 5.14(h) lists all written environmental reports, audits, investigations or assessments which have been conducted in respect of the Leased Premises or any former facility, either by Seller or any attorney, environmental consultant or engineer engaged by Seller

for that purpose and which are in the possession of Seller, true, correct and complete copies of which have been provided to Buyer.

(i) To the Knowledge of Seller, there are no aboveground oil tanks or underground oil storage tanks on or under the Leased Premises, and any aboveground or underground oil tanks previously situated on the Leased Premises or any other property currently or formerly owned, operated or leased by Seller have been removed in accordance with all Environmental Laws and no residual contamination, if any, remains at such sites in excess of applicable standards.

#### 5.15 Tax Matters.

Seller has filed with the appropriate Governmental Authorities all Returns required to be filed by it, and has paid all Taxes required to be paid by it. All such Returns have been prepared in accordance with all Laws. All Persons classified by Seller as independent contractors have been issued IRS Forms 1099 when required, and to the best Knowledge of Seller, such independent contractors have fully and accurately reported their compensation to the IRS. Seller has fully and accurately reported the compensation of such Persons on IRS Forms 1099 when required to do so; and, Seller has no obligations to provide benefits with respect to such Persons under any Seller Benefit Plan or otherwise.

#### 5.16 Brokers, Etc.

No broker, finder, investment bank or similar agent, other than Mytels Associates, is entitled to any brokerage or finder's fee in connection with the transactions or any other Transaction Document based upon agreements or arrangements made by or on behalf of any Seller Party.

#### 5.17 Accounts Receivable.

All trade accounts receivable of the Business arose from bona fide transactions in the Ordinary Course of Business, and all of the Accounts Receivable are and will be fully collectible within 180 days after Closing, and

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are not, and will not be, subject to any valid defenses, setoffs or counterclaims. The amount of the trade accounts receivable is accurately reflected in the invoices, statements and agings rendered by Seller (in the case of agings, such reference shall include only such agings Seller delivered to Buyer at any time after July 1, 2011). All trade accounts receivable as of October 6, 2011, or arising thereafter through the Closing Date are owned by Seller free and clear of any Liens. Seller has not received any written notice from an account debtor stating that any trade account receivable is subject to any contest, claim or set off by such account debtor. No discount or allowance from any trade accounts receivable has been made or agreed to (other than legal prerequisites, discounts or allowances made in the Ordinary Course of Business consistent with industry practices) and none represents billings prior to actual sale of goods or provision of services.

#### 5.18 Customers or Suppliers.

Since the Statement Date, (i) no customer, supplier or referral source has ceased, or, to the Knowledge of Seller, intends to cease doing business with Seller or has reduced or, to the Knowledge of Seller, intends to alter the amount of business being done with Seller, and (ii) Seller has no Knowledge that the ability to market the products or services of the Business may be otherwise impaired.

#### 5.19 Transactions with Affiliates.

No current or former officer or director of Seller or any Shareholder, any member of his or her immediate family, or any of their respective Affiliates (i) is involved in any business arrangement or other relationship evidenced by written agreement or, to the Knowledge of Seller, any oral agreement with Seller related to the Business; (ii) owns any property or right, tangible or intangible, that is used by or in the Business; or (iii) receives income from any source other than Seller that relates to the Business, or should properly accrue to the Business.

#### 5.20 Product Warranty.

(a) There are no warranties (express or implied) outstanding with respect to any products currently or formerly manufactured, sold, distributed, provided, shipped or licensed (" Products "), or any services rendered, by Seller, beyond that set forth in Seller's standard conditions of sale or service, a copy of which is set forth in Schedule 5.20.

(b) Each Product manufactured, sold, distributed, provided, shipped or licensed, or service rendered, by Seller has been in conformity with all applicable contractual commitments and warranties of Seller. There are no material design, manufacturing or other defects, latent or otherwise, with respect to any Products and such Products are not toxic or dangerous when used in accordance with their intended use. To Seller's Knowledge, each Product that has been manufactured, sold, distributed, provided, shipped or licensed prior to Closing contains all warnings required by applicable Law and such warnings are in accordance with reasonable industry practice.

None of this Agreement, any of the other Transaction Documents, the Financial Statements, any Schedule, Exhibit or certificate attached hereto or thereto or delivered in accordance with the terms hereof or thereof or any document or statement in writing which has been supplied by or on behalf of Seller or by any of Seller's directors or officers in connection with the transactions or any other Transaction Document contains any untrue statement of a material fact, or omits any statement of a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact, to the Knowledge of Seller, which would have a Material Adverse Effect on the Business or the Seller, which has not been set forth in this Agreement, the other Transaction Documents, the Financial Statements, any Schedule, Exhibit or certificate attached hereto or thereto or delivered or made available in accordance with the terms hereof and thereof or any document or statement in writing that has been supplied by or on behalf of Seller or by any of Seller's directors or officers in connection with the transactions or any other Transaction Document.

#### 6. Representations, Warranties and Covenants of Buyer.

Buyer hereby represents, warrants and covenants to Seller as of the date hereof and as of the Closing Date that the statements contained in this Section 6 are true and correct.

##### 6.1 Corporate Matters, etc.

(a) Organization and Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the full power and authority to conduct its business as it has been and is presently being conducted and to own, operate or lease, as applicable, its properties and assets now owned, operated or leased by it.

(b) Authorization. Buyer has full corporate power and authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and, as applicable, the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate action and no other proceeding on its part is necessary to authorize this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement has been, and each of the other Transaction Documents will be, duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against it in accordance with their terms.

(c) No Conflict. Neither the execution and delivery of this Agreement or any of the other Transaction Documents, nor compliance with the terms and conditions hereof or thereof by Buyer will constitute, result in or give rise to (a) a breach or default under the Certificate of Incorporation or By-Laws of Buyer or any other governing documents of Buyer, or (b) a violation, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate, or modify, any governmental Permit that is held by Buyer relating to the business of, or any of the assets owned or used by it.

(d) Consents. No notice to, approval, consent or authorization of, or declaration or filing with, any Governmental Authority or any other Person is required in connection with the execution and delivery of this Agreement and the other Transaction Documents by Buyer, or the performance by any of them of their obligations hereunder or thereunder, or the consummation by them of the transactions contemplated hereby or thereby.

##### 6.2 Litigation, etc.

There are no lawsuits, Actions, suits, claims, investigations or other proceedings pending or threatened against Buyer which would be reasonably expected to delay in any respect consummation of the transactions contemplated hereby. There is no court order or any open injunction binding upon Buyer that would be reasonably expected to delay in any respect consummation of the transactions contemplated hereby. There is no pending or threatened Action or proceeding applicable to Buyer by or before any Governmental Authority seeking to restrain or invalidate all or any portion of the transactions contemplated hereunder.

##### 6.3 Brokers, etc.

No broker, finder, investment bank or similar agent, other than OEM Capital Corp., is entitled to any brokerage or finder's fee in connection with the transactions or any other Transaction Document based upon agreements or arrangements made by or on behalf of Buyer or any of its Affiliates.

7. Covenants Prior to Closing.

7.1 Covenants of Seller.

During the period from the date of this Agreement to the Closing:

(a) Seller shall not enter into, terminate or amend any material contract, agreement or transaction involving the Business other than in the Ordinary Course of Business, and shall operate the Business consistent with past custom and practice, including, without limitation, the collection of accounts receivable and the payment of accounts payable of the Business consistent with past custom and practice;

(b) Seller shall use its best efforts to cause the conditions in Section 8.1 to be satisfied on or prior to January 3, 2012;

(c) Seller shall take such actions and do such things as are necessary to consummate the transactions, including without limitation, (i) cooperating to obtain all material consents, (ii) filing of all forms, registrations and notices required to be filed by or on behalf of Seller, (iii) taking all actions necessary to obtain any requisite material approvals, in each case necessary to consummate the transactions, and (iv) complying with all information requests of Buyer;

(d) Seller shall not, directly or indirectly, have or solicit any discussions, negotiations (preliminary or otherwise) or other dealings with any other Person regarding the sale or lease of the Business or any of the Assets, or any other transaction having a similar effect, or provide any non-public information to any Person

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regarding the Business or any of the Assets. If Seller receives any proposal, outline of terms for discussion, an offer, request for information, or other written or oral communication that contemplates a possible acquisition, directly or indirectly, of any of the Assets or the Business (other than in the Ordinary Course of Business) by any Person, Seller shall give Buyer prompt written notice of such offer and the details of such offer;

(e) Seller shall not take any action that would cause any of the representations or warranties of Seller set forth in this Agreement (i) that are qualified as to materiality to be untrue, or (ii) that are not so qualified, to be untrue in any material respect;

(f) Seller shall promptly notify Buyer in writing of any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Section 8.1 impossible or unlikely;

(g) Seller shall not knowingly take any action or refrain from taking any action the result of which could reasonably be expected to prevent or otherwise interfere with or delay the consummation of the transactions contemplated by this Agreement by the Walk-Away Date; or

(h) Seller shall not agree to take any of the actions precluded by this Section 7.1.

7.2 Covenants of Shareholder and Additional Seller Party.

During the period from the date of this Agreement to the Closing:

(a) Shareholder shall not sell, assign, pledge, distribute or otherwise transfer any of its equity interests in Seller;

(b) Neither Additional Seller Party nor Shareholder shall take, or permit Seller to take, any affirmative action, or fail to take any reasonable action, within its control as a result of which any of the conditions in Section 8.1 would fail to be satisfied on or prior to January 3, 2012; and

(c) Neither Additional Seller Party nor Shareholder shall agree to take any of the actions precluded by this Section 7.2.

7.3 Covenants of Buyer.

During the period from the date of this Agreement to the Closing:

(a) Buyer shall use its best efforts to cause the conditions in Section 8.2 to be satisfied on or prior to January 3, 2012;

(b) Buyer shall not take any action that would cause any of the representations or warranties of Buyer set forth in this Agreement

(i) that are qualified as to materiality to be untrue, or (ii) that are not so qualified, to be untrue in any material respect;

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(c) Buyer shall not knowingly take any action or refrain from taking any action the result of which could reasonably be expected to prevent or otherwise interfere with or delay the consummation of the transactions contemplated by this Agreement by the Walk-Away Date; or

(d) Buyer shall not agree to take any of the actions precluded by this Section 7.3.

## 8. Conditions Precedent.

### 8.1 Conditions Precedent to Buyer's Obligation to Close.

The obligation of Buyer to consummate the transactions contemplated in this Agreement are subject to the satisfaction (or waiver), prior to or at the Closing of each of the following conditions:

(a) The representations and warranties made by the Seller Parties contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties were made or given as of such date, (i) except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date, and (ii) except for the representations and warranties that are qualified by materiality, which shall be true and correct in all respects, and without giving effect to any supplement to the Disclosure Schedule, except for supplements relating to trade accounts receivable, trade accounts payable, and customer contracts which are contemplated to be brought current as of the Closing Date, reflecting changed information resulting from the Ordinary Course of Business.

(b) Each of the Seller Parties shall have performed and complied in all respects with all of the agreements and obligations required by this Agreement to be performed and complied with by them prior to or at the Closing;

(c) No action, suit or other proceeding shall be pending which shall have been brought by any Person (other than the parties hereto and their Affiliates) that may have the effect of preventing, delaying, making illegal, or imposing limitations or other conditions on or otherwise interfering with the consummation of the transactions as contemplated in this Agreement;

(d) All third party consents and releases from liability required to complete the transaction have been obtained by Seller;

(e) Landlord shall have terminated the Real Estate Lease and acknowledged that Buyer has no liability or obligation therefor or thereunder;

(f) There shall have been no occurrence of any event, circumstance, change, or state of facts that has had or can reasonably be expected to have a Material Adverse Effect on or to, or that would be reasonably likely to have or cause a sustainable material reduction in value of (i) the business, properties, assets, liabilities (contingent or otherwise), results of operations or condition (financial or otherwise) of the Business or the

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Seller, or (ii) any Seller Party's ability to, in a timely manner, perform its obligations under this Agreement or consummate the transactions;

(g) All actions required for compliance with the California Bulk Sales Law shall have been taken, the required notice period(s) thereunder shall have expired, and any creditor claims asserted pursuant thereto shall have been satisfied in full by Seller; and

(h) Buyer shall have received original executed copies of all of the Transaction Documents and all other information to be delivered to it as provided for in this Agreement.

### 8.2 Conditions Precedent to Seller's Obligation to Close.

The obligation of Seller to consummate the transactions contemplated in this Agreement are subject to the satisfaction (or waiver), prior to or at the Closing of each of the following conditions:

(a) The representations and warranties made by Buyer contained in this Agreement shall be true and correct in all material

respects on and as of the Closing Date with the same effect as though such representations and warranties were made or given as of such date, (i) except to the extent such representations and warranties expressly relate to an earlier date, in which case as of such earlier date, and (ii) except for the representations and warranties that are qualified by materiality, which shall be true and correct in all respects;

(b) Buyer shall have performed and complied in all respects with all of the agreements and obligations required by this Agreement to be performed and complied with by it prior to or at the Closing;

(c) No action, suit or other proceeding shall be pending which shall have been brought by any Person (other than the parties hereto and their Affiliates) that may have the effect of preventing, delaying, making illegal, or imposing limitations or other conditions on or otherwise interfering with the consummation of the transactions as contemplated in this Agreement;

(d) Buyer shall have delivered the Purchase Price in accordance with Section 2.2; and

(e) Seller shall have received original executed copies of all of the Transaction Documents and all other information to be delivered to it as provided for in this Agreement.

### 8.3 Frustration of Closing Conditions.

Neither Seller nor Buyer may rely on the failure of any condition set forth in Section 8.1 or Section 8.2, as the case may be, to be satisfied if such failure was caused solely by such party's failure to comply with its obligations under this Agreement.

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## 9. Termination.

### 9.1 Seller and Buyer.

This Agreement may be terminated and the transaction abandoned at any time prior to the Closing by the mutual written consent of the parties.

### 9.2 By Buyer.

This Agreement may be terminated by Buyer by written notice to Seller prior to Closing if (i) Buyer becomes aware (whether by means of a written notice delivered to Buyer pursuant to Section 7.1 of this Agreement or otherwise) of a fact, circumstance or matter which would constitute a breach of any of Seller's representations or warranties in this Agreement if uncured prior to the Closing in any material respect, and such fact, circumstance or matter remains uncured prior to the third Business Day following Buyer's delivery of written notice thereof to Seller; (ii) there is a breach or default by Seller in the performance of any of its material obligations under this Agreement which breach or default is incapable of being cured, or is not cured by Seller within three (3) Business Days following receipt of notice of such breach or default from Buyer; or (iii) the transactions contemplated by this Agreement shall not have been consummated on or before the Walk-Away Date, unless Buyer is in material breach of this Agreement.

### 9.3 By Seller.

This Agreement may be terminated by Seller by written Notice to Buyer prior to Closing if (i) Seller becomes aware (whether by means of a written notice delivered to Seller or otherwise) of a fact, circumstance or matter which, if uncured prior to the Closing, would constitute a breach of any of Buyer's representations or warranties in this Agreement in any material respect, and such fact, circumstance or matter remains uncured prior to the third Business Day following Seller's delivery of written notice thereof to Buyer; (ii) there is a breach or default by Buyer in the performance of any of its material obligations under this Agreement, which breach or default is incapable of being cured, or is not cured by Buyer within three (3) Business Days following receipt of notice of such breach or default from Seller; or (iii) the transactions contemplated by this Agreement shall not have been consummated on or before the Walk-Away Date, unless Seller is in material breach of this Agreement.

### 9.4 Seller Termination Fee.

(a) (i) If Buyer terminates this Agreement pursuant to Section 9.2(i) or Section 9.2(ii); or (ii) if Seller terminates this Agreement except as permitted under Section 9.1 or Section 9.3(iii), the parties agree that Buyer shall have suffered a loss of an incalculable nature and amount, unrecoverable in law, and Seller shall pay to Buyer a fee of \$500,000 (the "Seller Termination Fee"), provided that, in addition to the Seller Termination Fee, if, within twelve (12) months after the termination of this Agreement by Seller except as permitted under Section 9.1 or Section 9.3(iii), any transaction is announced or completed for the disposition of any of the Assets or any portion of the Business other than in the Ordinary Course of the Business (whether such transaction takes the form of a sale of stock, merger, liquidation, dissolution, reorganization,

recapitalization, consolidation, sale of assets or otherwise), Seller shall be conclusively deemed to have breached its obligations under Section 7.1(d), and Seller Parties shall, jointly and severally, pay to Buyer a " Break-up Fee " in the amount of \$500,000 as (additional liquidated damages and not as a penalty). It is understood that in no event shall Seller be required to pay the Seller Termination Fee on more than one occasion. The Seller Termination Fee shall be payable in immediately available funds by wire transfer no later than ten (10) Business Days after such termination, and the Break-up Fee shall be payable in immediately available funds by wire transfer no later than ten (10) Business Days after the announcement or completion of such transaction.

(b) Notwithstanding anything to the contrary in this Agreement, Buyer's right to receive payment of the Seller Termination Fee and the Break-up Fee pursuant to this Section 9.4 shall be the sole and exclusive remedy of Buyer or any of its Affiliates against Seller or any of its Affiliates or any of their respective stockholders, partners, members or representatives for any and all losses that may be suffered based upon, resulting from or arising out of the circumstances giving rise to such termination, and upon payment of the Seller Termination Fee in accordance with this Section 9.4, none of the Seller or any of its Affiliates or any of their respective stockholders, partners, members or representatives shall have any further liability or obligation relating to or arising out of this Agreement or any of the Transaction Documents or the transactions contemplated by this Agreement or any of the Transaction Documents.

#### 9.5 Buyer Termination Fee.

(a) (i) If Seller terminates this Agreement pursuant to Section 9.3(i) or Section 9.3(ii); or (ii) if Buyer terminates this Agreement except as permitted under Section 9.1 or Section 9.2(iii), the parties agree that Seller shall have suffered a loss of an incalculable nature and amount, unrecoverable in law, and Buyer shall pay to Seller a fee of \$500,000 (the " Buyer Termination Fee "), it being understood that in no event shall Buyer be required to pay the Buyer Termination Fee on more than one occasion. The Buyer Termination Fee shall be payable in immediately available funds by wire transfer no later than ten (10) Business Days after such termination.

(b) Notwithstanding anything to the contrary in this Agreement, Seller's right to receive payment of the Buyer Termination Fee pursuant to this Section 9.5 shall be the sole and exclusive remedy of Seller or any of its Affiliates against Buyer or any of its Affiliates or any of their respective stockholders, partners, members or representatives for any and all losses that may be suffered based upon, resulting from or arising out of the circumstances giving rise to such termination, and upon payment of the Buyer Termination Fee in accordance with this Section 9.5, none of the Buyer or any of its Affiliates or any of their respective stockholders, partners, members or representatives shall have any further liability or obligation relating to or arising out of this Agreement or any of the Transaction Documents or the transactions contemplated by this Agreement or any of the Transaction Documents.

#### 9.6 Effect of Termination

Each party's right of termination under Section 9.1, Section 9.2, or Section 9.3 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is so terminated, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 9.6 and Section 11.2, Section 11.3, Section 12.1, Section 12.3, and Section 12.6 will survive; provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

### 10. Indemnification; Remedies; Buyer's Right of Set-Off.

#### 10.1 Survival of Representations and Warranties; Right to Indemnification Not Affected by Knowledge.

All representations and warranties of the respective parties set forth in this Agreement and the other Transaction Documents, will survive for a period of twelve (12) months following the Closing Date, except for the representations and warranties in Section 5.1, Section 5.5, Section 5.8(h), Section 5.11, Section 5.12 and Section 5.13, hereof, which shall survive for the applicable statute of limitations periods. The right of a party to indemnification pursuant hereto will not be affected by any investigation conducted, or any knowledge acquired (or capable of being acquired), at any time, whether before or after the date hereof, with respect to the accuracy of or compliance with any representation, warranty or covenant hereunder. The waiver by a party hereto of any condition based on the accuracy of any such representation or warranty, or on the performance of or compliance with any such covenant or condition, will not affect the right of such party to indemnification pursuant hereto by reason of such breach of any such representation, warranty or covenant, except to the extent expressly set forth in a writing executed by such party.

## 10.2 Indemnification by Seller, Shareholder, and Additional Seller Party.

Seller, Shareholder and Additional Seller Party will, jointly and severally, indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, managers, members, shareholders, employees, agents and representatives (" Buyer Indemnified Parties ") from and against any loss, damage (including incidental and consequential damages), liability, deficiency, cost, expense (including attorneys' fees and court costs) or diminution of value, whether or not involving a third-party claim or Action (each, a " Loss ") resulting from or arising in connection with (a) the breach of any representation or warranty of Seller hereunder or under any other Transaction Document, or any failure to perform any covenant or obligation of Seller contained herein or therein; except that, with respect to the representation and warranty regarding the collectability of any of the Accounts Receivable, the amount of Loss attributable to any Account Receivable not collected within 180 days after Closing shall be limited to 75% of the uncollected amount; (b) any liability or alleged liability of Seller that is not expressly assumed by Buyer hereunder; (c) any liability or obligation

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relating to the Excluded Assets, the ownership of the Assets and the operation of the Business on or prior to the Closing Date, other than the Assumed Liabilities; (d) any Taxes due with respect to or otherwise relating to the Assets or the operation of the Business prior to the Closing Date, including, without limitation, any Taxes arising from the sale of the Assets as contemplated by this Agreement; (e) termination of any Seller Benefit Plan; (f) the failure or alleged failure to comply with any bulk sales law; or (g) the failure or alleged failure to comply with WARN Act, Cal-WARN Act or any other similar federal, state or local law or regulation, arising out of or relating to any actions taken by Seller before or after Closing.

## 10.3 Indemnification by Buyer.

Buyer will indemnify, defend and hold harmless the Seller Parties and their respective officers, directors, shareholders, employees, agents and representatives from and against any Loss resulting from (a) the breach of any representation or warranty of Buyer hereunder or under any other Transaction Document, or the failure to perform any covenant or obligation of Buyer contained herein or therein; (b) the Assumed Liabilities ;or (c) the use ownership or operation of the Assets or the conduct of the Business after the Closing Date, except to the extent that the basis for an indemnification claim under this Section 10.3 also gives rise to a claim by Buyer for indemnification under Section 10.2 .

## 10.4 Notice of Claim for Indemnification; Assumption of Defense by Indemnifying Party.

A party seeking indemnification pursuant to Section 10.2 and Section 10.3 (each, an " Indemnitee ") with respect to any claim or assessment, or the commencement of any action, suit, audit or proceeding, by a third party in respect of which indemnity may be sought hereunder (a " Third Party Claim ") shall give prompt notice to the party from whom such indemnification is sought (the " Indemnifying Party ") of the assertion of such Third Party Claims and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but no failure to give such notice shall relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice thereby). The Indemnifying Party shall have the right, exercisable by written notice to the Indemnitee (which notice shall state that the Indemnifying Party expressly agrees that, as between the Indemnifying Party and the Indemnitee, the Indemnifying Party shall be solely obligated to satisfy and discharge the Third Party Claim) within fourteen (14) days of receipt of notice from the Indemnitee of the commencement of or assertion of any Third Party Claim, to assume the defense of such Third Party Claim, using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnitee; provided, that the Indemnifying Party shall not have the right to assume a Third Party Claim if (a) (i) the named parties to any such action (including any impleaded parties) include both the Indemnitee and the Indemnifying Party, and (ii) the Indemnitee shall have been advised by counsel in writing that under applicable standards of professional responsibility, a conflict will arise in the event both the Indemnitee and the Indemnifying Party are represented by the same counsel with respect to the Third Party Claim, in which case such Indemnitee shall have the right to participate in the defense of such Third Party Claim and all Losses in connection therewith shall be reimbursed by the Indemnifying Party, or (b) the Indemnitee shall determine in good faith that the Third Party Claim is likely to materially and adversely affect it or its Affiliates (other than as a result of monetary damages) or be detrimental to or injure its or any of its

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Affiliates' reputation, customer or supplier relations or future business prospects. In addition, if the Indemnifying Party fails to give the Indemnitee the notice complying with the provisions stated above within the stated time period, the Indemnitee shall have the right to assume control of the defense of the Third Party Claim and all Losses in connection therewith shall be reimbursed by the Indemnifying Party upon demand of the Indemnitee.

## 10.5 Payment of Losses; Buyer's Right of Set-Off.

Upon the Final Determination of the liability of an Indemnifying Party for a Loss pursuant to Section 10.2 or Section 10.3 hereof, such

Indemnifying Party shall pay the Indemnitee within ten (10) days after such determination, the amount of any such Loss. Notwithstanding the foregoing, Buyer may (i) give notice of a claim in such amount under the Escrow Agreement, or (ii) set off any amount due or which may become due to Buyer by Seller pursuant to the terms of this Article 10 against any amount payable by Buyer to any of the Seller Parties or any Affiliate of one or more of them, under this Agreement, any other Transaction Document, or otherwise, and whether any such amount is then or may thereafter become due. Upon the payment in full of any claim, either by setoff or otherwise, the Person making payment shall be subrogated to the rights of the Indemnitee against any Person with respect to the subject matter of such claim, except such subrogation rights shall not be available if the other party to this Agreement reasonably asserts that doing so would interfere with an important business relationship.

#### 10.6 General.

In the event of any claim of a Buyer Indemnified Party for indemnity under Section 10.2 other than for fraud, intentional misrepresentation or willful misconduct, the Buyer Indemnified Party will not be entitled to indemnification under such section unless and until such Buyer Indemnified Party and all other Buyer Indemnified Parties, in the aggregate, have sustained Losses for which it or they are entitled to indemnification under such section in excess of Fifteen Thousand Dollars (\$15,000) (the "Basket Amount"), following which event such Buyer Indemnified Party and all other Buyer Indemnified Parties will be entitled to indemnification for the amount of all such Losses suffered or incurred in excess of the Basket Amount. The maximum amount of indemnification payable to a Buyer Indemnified Party under Section 10.2, other than for breach of Seller's representations under Section 5.1, Section 5.5, Section 5.8(h), Section 5.11, Section 5.12 and Section 5.13, or for fraud, intentional misrepresentation or willful misconduct, will not exceed \$400,000. Notwithstanding the foregoing, any claim for indemnification relating to the failure or alleged failure of Seller to pay property taxes due to Santa Clara County for any period prior to Closing, will be indemnified in full and not subject to the foregoing Basket Amount.

#### 11. Certain Other Post-Closing Matters.

##### 11.1 Non-Competition.

(a) For a period of two (2) years after the date hereof, James C. Kufis (the "Section 11.1 Seller Party") shall not, directly or indirectly: (i) own, manage, operate, join, control or participate in the ownership,

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management, operation or control of, or be employed or otherwise connected in any manner with, any business which directly or indirectly competes with the Business, and no such party will in any other manner directly or indirectly compete with or become interested in any competitor of the Business; provided that the ownership of less than 1% of the outstanding shares of stock of any class of any corporation which is listed on the New York Stock Exchange, the NYSE Amex Equities or quoted in NASDAQ shall not be prohibited by the foregoing, (ii) call upon, solicit or otherwise do, or attempt to do, any business with any of the customers of the Business, or to take away, interfere or attempt to interfere with any customer, trade business or patronage of the Business, or (iii) interfere with or attempt to interfere with any officers, employees, representatives or agents, direct or indirect, of the Business, or induce or attempt to induce any of them to leave the employ of or violate the terms of their contracts with or obligations to the Business.

(b) The period of time during which the Section 11.1 Seller Party is prohibited from engaging in, causing or permitting certain activities pursuant to the terms of this Section 11.1 shall be extended by the length of time during which such Section 11.1 Seller Party is in breach thereof.

(c) The Section 11.1 Seller Party acknowledges and agrees that the temporal and other limitations set forth in Section 11.1(a) are reasonable and necessary to protect the legitimate interests of Buyer and agree not to contest such limitations in any proceeding. In the event that the provisions of subparagraphs (a) or (b) above should be determined by a court or other tribunal of competent jurisdiction to exceed the time, geographic, services or product limitations permitted by the applicable law in a jurisdiction in which enforcement of this Agreement is sought, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, service or product limitations permitted by such applicable law, and the parties hereby expressly grant any court or competent jurisdiction the authority to effect such reformation.

##### 11.2 Confidentiality.

From and after the date hereof, each of the Seller Parties agrees to hold in strictest confidence, and not to use or to disclose to any Person without written authorization of Buyer, all information pertaining to the Business and operations of Seller that is not generally available to the public, including technical data, trade secrets, know-how, research, plans, products, services, customer lists and customers, markets, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances or other business information.

##### 11.3 Injunctive Relief.

The Seller Parties acknowledge and agree that the remedies at law for any breach or threatened breach of the covenants set forth in

Sections 11.1 and 11.2 hereof are inadequate and Buyer will be entitled to appropriate injunctive relief therefor without the necessity of proving actual damages or posting a bond. Should the covenants in Sections 11.1 or 11.2 be adjudged to any extent invalid by any competent tribunal, such covenant will be deemed modified to the extent necessary to make it enforceable.

11.4 Release and Waiver by Shareholder and Additional Seller Party; Representation Related Thereto.

Each of Shareholder and Additional Seller Party, on his or its behalf and on behalf of his or its heirs, executors, administrators, agents, trustees and personal representatives (the " Releasor Persons "), hereby agrees that he, she or they will not, at any time after the date hereof, make any claim against Buyer and its respective officers, directors, stockholders, affiliates, agents, successors and assigns (the " Released Parties ") (i) arising from or relating to (A) such Person's status as a shareholder, employee, officer, director, or agent of Seller, or (B) the execution, delivery and performance by Seller or any Shareholder of its obligations hereunder or under any other Transaction Document, or (ii) asserting any theory or claim that would seek to hold Buyer liable for any obligation or liability of Seller other than the Assumed Liabilities (the foregoing, collectively, the " Claims "), nor shall Shareholder or Additional Seller Party aid or assist any other Person in connection with the pursuit of any Claim that could not be brought by the undersigned pursuant to this Section 11.4, except in the case of a court order or validly issued subpoena. Each of Shareholder and Additional Seller Party hereby represents and warrants that he or it, as the case may be, have no Knowledge of any Claims or any set of facts that would provide the basis for asserting any such Claim, that he or it may have against Seller.

11.5 Employees; Consultants.

After Closing, Seller shall continue to employ such personnel as may be required to transition the operations of the Business to Buyer in accordance with the Transition Services Agreement, and Buyer shall pay Seller for such services as provided therein. All obligations and liabilities relating to Seller's current or former employees, whether for compensation, benefits or plans in which they or their family members participate, commissions, conditions of employment or otherwise, and whether relating to periods before or after Closing, shall exclusively remain with Seller.

11.6 Financial Statements.

After Closing, Seller will promptly, but not later than February 28, 2012, prepare and provide to Buyer the financial statements for the Business for the year ended December 31, 2011. Such financial statements will be prepared in accordance with accounting principles consistently applied with the Financial Statements.

11.7 Sale of Leased Premises and Termination of the Buyer's Lease.

Pursuant to Section 5.7(f) hereof, contemporaneous with Closing, Seller has agreed to cause Landlord to terminate the Real Estate Lease and enter into a direct lease agreement for the Leased Premises with Buyer substantially in the form attached hereto as Exhibit D (referred to herein as the "Lease Agreement"). Notwithstanding the foregoing, Seller acknowledges that Buyer anticipates needing to occupy the Leased Premises for a limited period of time after Closing to facilitate continuity and orderly transition of the Business, prior to relocating the acquired operations, equipment, inventory and otherwise surrender the Leased Premises in the condition required under the Lease Agreement. Accordingly, upon Closing, Seller agrees to cause Landlord to promptly list the Leased Premises for sale and exercise commercially reasonable efforts to sell the

Leased Premises as soon as reasonably practicable thereafter. Seller shall give Buyer thirty (30) days notice prior to the date of closing on the Leased Premises. If such closing takes place prior to the expiration date of the Buyer's Lease, the Buyer's Lease shall be deemed terminated upon the date of such closing.

12. Miscellaneous Provisions.

12.1 Governing Law; Jurisdiction; Waiver of Jury Trial.

This Agreement and the other Transaction Documents will be governed by the laws of the State of Delaware without reference to its conflict of law provisions. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of any Federal court located in the State of Delaware or any Delaware state court in the event any dispute arises out of this Agreement or the Transaction Documents, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it will not bring any action relating to this Agreement or the Transaction Documents in any court other than a Federal or state court sitting in

the State of Delaware (and appropriate appellate courts therefrom). Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

12.2 Further Assurance.

At the request and expense of Buyer, at or after Closing, the Seller Parties will execute and deliver such further instruments of conveyance and transfer and take such other action as Buyer may request to convey and transfer effectively to Buyer any of the Assets, Seller goodwill and the Business to be transferred hereunder and/or under any of the other Transaction Documents, to assist Buyer in the collection or reduction to possession of any such Assets, Seller goodwill and Business, and to give Buyer the full benefit of the covenants made herein. Each of the parties hereto will duly comply with all applicable laws to complete validly the transactions provided for in this Agreement and each other Transaction Document.

12.3 Parties in Interest.

This Agreement and the other Transaction Documents will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12.4 No Third Party Beneficiaries.

Nothing in this Agreement or any other Transaction Document is intended to create rights enforceable against any party hereto by any so-called third party beneficiary, and it is expressly intended that no covenant herein shall be enforceable by any employee or former employee of Seller, any party to a contract (other than this Agreement or such Transaction Documents) or other arrangement with the Seller Parties or any creditor of the Seller Parties.

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12.5 Notices.

All notices and other communications hereunder or under any other Transaction Document or in connection herewith or therewith shall be in writing and shall be deemed to have been duly given if delivered (which may be by personal delivery, telefax or other electronic transmission), immediately upon personal delivery, one (1) day after sending of a telefax or other electronic transmission or deposit with a reputable overnight carrier, or three (3) days after posting by registered or certified mail, return receipt requested, in each case to a party at the following address, or to such other address as such party may hereafter specify by notice:

If to Seller to :

Test Enterprises, Inc.  
1288 Reamwood Avenue  
Sunnyvale, CA 94089  
Fax No.: (408) 542-5910  
Email: jimkufis@thermonics.com  
Attention: James Kufis, President and Chief Executive Officer

If to Shareholder or Additional Seller Party to :

James C. Kufis  
19264 Kerwin Ranch Court  
Saratoga, California 95070  
Phone: 408-741-8492  
Email: jimkufis@thermonics.com

With a copy (which shall not constitute notice) to :

Dorsey & Whitney LLP  
305 Lytton Avenue

Palo Alto, CA 94301  
Fax No.: (650) 857-1288  
Email: kelly.terry@dorsey.com  
Attention: Terence M. Kelly, Esq.

If to Buyer to :

inTEST Corporation  
804 East Gate Drive, Suite 200  
Mount Laurel, NJ 08054  
Fax No.: (856) 505-8801  
Email: h.regan.jr@intest.com  
Attention: Hugh T. Regan Jr., Chief Financial Officer

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With a copy (which shall not constitute notice) to :

Saul Ewing LLP  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, PA 19102  
Fax No.: (215) 972-1847  
Email: pgritzan@saul.com  
Attention: Patricia A. Gritzan, Esq.

12.6 Public Announcements.

No party hereto will issue or make any reports, statements, releases or announcements to the public or to the employees, referral sources, customers, suppliers or vendors or other business relations of the Seller Parties or Buyer with respect to this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby without Buyer's prior written consent.

12.7 Headings and Titles.

The headings and titles of Articles, Sections and the like in this Agreement and the other Transaction Documents are inserted for convenience of reference only, form no part of this Agreement or any other Transaction Document and shall not be considered for purposes of interpreting or construing the text hereof or thereof.

12.8 Modification.

No amendment or modification of or supplement to this Agreement or any other Transaction Document will be effective unless it is in writing and duly executed by the party to be charged thereunder. No party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by any other party of any of the provisions of this Agreement or any other Transaction Document. Further, the waiver by any party of a particular breach of this Agreement or any other Transaction Document by any other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions hereof or thereof.

12.9 Counterparts.

This Agreement and any other Transaction Document may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10 Certain Matters of Construction.

In addition to the definitions referred to or set forth below in Exhibit A, when used in this Agreement or in any other Transaction Document:

(a) The words "hereof", "herein", "hereunder" and words of similar import shall refer to this Agreement or the applicable Transaction Document as a whole and not to any particular Article, Section or

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provision of this Agreement or Transaction Document, and reference to a particular Article or Section of this Agreement or any other Transaction Document shall include all subsections thereof ;

(b) The words "party" and "parties" shall refer to the Seller Parties and Buyer ;

(c) The word "including" shall mean including without limitation; and,

(d) Definitions shall be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender shall include each other gender.

12.11 Representations by Counsel; Interpretation.

Seller and Buyer acknowledge that each of them has been represented by counsel in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby. Accordingly, any rule or any legal decision that would require interpretation of any claimed ambiguities in this Agreement or any other Transaction Documents against the party that drafted it has no application and is expressly waived.

12.11 Entire Agreement; No Representation by Buyer as to Tax Consequences.

This Agreement and the other Transaction Documents contain the entire agreement among the parties hereto with respect to the sale and purchase of Assets and the other transactions and therein and supersede any prior agreements or understandings between or among any of the parties hereto relating to the subject matter hereof and thereof. It is expressly understood that Buyer makes no warranty or representation to the Seller Parties respecting the income or other tax consequences of this Agreement or any other Transaction Document or the consummation of the transactions contemplated hereby and thereby.

[Execution pages follow]

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

"BUYER":

TEMPTRONIC CORPORATION

By: /s/ Hugh T. Regan, Jr.

Name: Hugh T. Regan, Jr.

Its: Vice President, Treasurer and Secretary

"SELLER PARTIES":

TEST ENTERPRISES, INC.

By: /s/ James C. Kufis

Name: James C. Kufis

Its: CEO

By: /s/ James C. Kufis  
Name: James C. Kufis  
Its: Trustee

/s/ James C. Kufis  
JAMES C. KUFIS

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## EXHIBIT A

### DEFINITIONS

The following terms used in this Agreement or any other Transaction Document shall have the meanings ascribed to them below:

" Accounts Receivable " is defined in Section 1.1(a) .

" Action " means any claim, action, cause of action, suit, inquiry, or proceeding (arbitration or otherwise), or investigation by or before any Governmental Authority or other Person.

" Additional Seller Party " is defined in the Preamble.

" Affiliate " means, as to any Person, each Person directly or indirectly controlling, controlled by or under common control with such specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or otherwise.

" Agreement " is defined in the Preamble.

" Assets " is defined in Section 1.1 .

" Assignment and Assumption Agreement " is defined in Section 4.2(a) .

" Assumed Contracts " is defined in Section 3.1(b) .

" Assumed Customer Contracts " is defined in Section 3.1(b) .

" Assumed Liabilities " is defined in Section 3.1(b) .

" Base Cash Price " is defined in Section 2.1 .

" Basket Amount " is defined in Section 10.6 .

" Bill of Sale " is defined in Section 4.2(a) .

" Business " is defined in the Background.

" Buyer " is defined in the Preamble.

" Buyer Indemnified Parties " is defined in Section 10.2 .

" Buyer Termination Fee " is defined in Section 9.5(a).

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" By-Laws " means the corporate by-laws of a corporation, as from time to time in effect.

" Cash Purchase Price " is defined in Section 2.1.

" Claims " is defined in Section 11.4.

" Closing " is defined in Section 4.1.

" Closing Date " is defined in Section 4.1.

" Code " means the Federal Internal Revenue Code of 1986, as amended and as in effect on the date hereof. All citations to the Code or to the Treasury Regulations promulgated thereunder, shall include any amendments or any substitute or successor provisions thereto.

" Contracts " is defined in Section 5.6(a).

" Contractual Obligation " means, with respect to any Person, any written or oral contract, agreement, deed, mortgage, lease, license, indenture, note, bond, or other document or instrument (including any document or instrument evidencing or otherwise relating to any indebtedness but excluding the Charter and By-Laws of such Person) to which or by which such Person is legally bound.

" Copyrights " is defined in Section 5.8(a).

" Disclosure Schedule " is defined in Section 5.

" Enforceable " means, with respect to any Contractual Obligation, that such Contractual Obligation is the legal, valid and binding obligation of the Person in question, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and general principles of equity (whether considered in a proceeding at law or in equity).

" Environmental Law(s) " means any law, regulation, or other applicable requirement relating to (a) releases or threatened release of radioactive substances or other "hazardous waste," "hazardous substance," "pollutant," "contaminant," or "biologically hazardous material," including but not limited to potentially infectious waste, blood-contaminated materials, or other wastes generated in the course of patient treatment; (b) pollution or protection of public health or the environment, including radioactive materials laws and Occupational Safety & Health laws ; or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of chemicals or those materials identified in subsection (a) of this definition.

" ERISA " means the Employee Retirement Income Security Act of 1974, as amended, and all regulations and rules issued thereunder, or any successor law.

" Escrow Agreement " is defined in Section 4.2(a).

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" Escrowed Amount " is defined in Section 2.2(b).

" Excluded Assets " is defined in Section 1.2.

" Facility " is defined in the Background.

" Final Determination " means (a) in the case of a Third Party Claim, the decision by the Indemnifying Party not to assume defense of such claim and payment by the Indemnitee of such claim, the failure of an Indemnifying Party to give notice of such assumption or the revocation of such assumption, (b) in the case of a claim against an Indemnifying Party that does not involve a Third Party Claim, the Indemnifying Party's failure to dispute its liability with respect to such claim or demand within thirty (30) days of written notice from the Indemnitee, or (c) in all other cases of an indemnification claim under Section 7 hereof, a final and non-appealable decision of a court or arbitrator, or executed

settlement agreement, or written agreement of Indemnatee and Indemnifying Party.

" Financial Statements " is defined in Section 5.2(a) .

" Full-Year Financial Statements " is defined in Section 5.2(a) .

" GAAP " means the accounting principles generally accepted in the United States.

" Governmental Authority " means any international, federal, state or local government, regulatory or administrative agency, or court (or any department, bureau or division thereof).

" Hazardous Materials " means any hazardous substance, hazardous waste, hazardous material, gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products, polychlorinated biphenyls or polychlorinated biphenyl containing materials, urea-formaldehyde insulation, friable asbestos or friable asbestos-containing materials, radon, lead-based paint, chemicals, substances, pollutants, contaminants, radioactivity, and any other materials or substances of any kind, whether solid, liquid or gas that is regulated pursuant to any Environmental Law or as to which there can be liability under any Environmental Law.

" In-Bound Licenses " is defined in Section 5.8(c) .

" Indemnifying Party " is defined in Section 10.4 .

" Indemnatee " is defined in Section 10.4 .

" Intellectual Property " is defined in Section 5.8(a) .

" Intellectual Property Rights " is defined in Section 5.8(a) .

" Interim Financial Statements " is defined in Section 5.2(a) .

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" IRS " means the Internal Revenue Service.

" Issued Shares " is defined in Section 5.1(b) .

" Knowledge " means that a Person will be deemed to have "Knowledge" of a particular fact or other matter if: (a) such Person is actually aware of such fact or other matter; or, (b) such Person has conducted or, given the facts and circumstances, reasonably should have conducted an investigation concerning the existence of such fact or other matter, so that such Person would reasonably be expected to discover or otherwise become aware of such fact or other matter in the course of conducting the investigation. A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, member, manager, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or other matter. For avoidance of doubt, the term "Seller's Knowledge" or "Knowledge of Seller" shall mean that any of Jim Kufis, Keith Newton and Helge Krystad had Knowledge (as defined herein) of such fact or other matter.

" Landlord " is defined in Section 4.2(a) .

" Law " means any federal, state or local statute, ordinance, code, rule or regulation (including, without limitation, any Environmental Law); any decree, stipulation, order, judgment, injunction, determination or award entered by any Governmental Authority; or, any license, franchise, consent, approval, permit or similar right granted under any of the foregoing.

" Lease Agreement " is defined in Section 4.2(a) .

" Leased Personal Property " is defined in Section 5.5 .

" Leased Premises " is defined in Section 5.7(a) .

" Leasehold Improvements " means any alterations, installations, additions, improvements or other physical changes made by or for Seller to the Facility, excluding any furniture, moveable trade fixtures and equipment.

" Lien " means any mortgage, pledge, lien, security interest, attachment, restriction on transfer, options, warrants, purchase rights, claims, voting trusts or similar voting rights agreements or encumbrances of any nature whatsoever, provided, however, that the term "Lien" shall not include (i) statutory liens for Taxes not yet due and payable, (ii) encumbrances in the nature of zoning restrictions, easements, rights or restrictions of record on the use of real property if the same do not detract from the value of the property encumbered thereby or impair the use of such property in the Business, (iii) liens to secure landlords, lessors or renters under leases or rental agreements confined to the premises rented, (iv) deposits or pledges made in connection with, or to secure payment of, worker's compensation, unemployment insurance, old age pension programs mandated under applicable Laws or other social security, (v) liens in favor of carriers, warehousemen, mechanics and

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materialmen, liens to secure claims for labor, materials or supplies and other like liens, and (vi) restrictions on transfer of assets or restrictions on transfer of securities imposed by applicable state and federal securities laws.

" Loss " is defined in Section 10.2 .

" Marks " is defined in Section 5.8(a) .

" Material Adverse Change " or " Material Adverse Effect " means (i) any change in, or effect on, the business or prospects of the Business or the Seller, as currently conducted or currently contemplated that is reasonably likely to be materially adverse to the business, operations, condition (financial or otherwise), prospects, assets or liabilities of the Business or the Seller, except to the extent resulting from (A) changes in general local, domestic, foreign, or international economic conditions, (B) changes affecting generally the industries or markets in which the Business operates, (C) acts of war, sabotage or terrorism, military actions or the escalation thereof, (D) any changes in applicable laws or accounting rules or principles, including changes in GAAP, (E) any other action required by this Agreement, or (F) the announcement of the Transactions; or (ii) any material adverse effect on the ability of any party hereto to consummate the transactions contemplated by this Agreement.

" Net Assumed Working Capital " is defined in Section 2.1 .

" Net Reported Working Capital " is defined in Section 2.1 .

" Non-Assignable Assets " is defined in Section 1.3 .

" Nondisclosure Agreements " is defined in Section 5.8(i) .

" Ordinary Course of Business " means, with respect to Seller, the ordinary course of the Business of Seller consistent with past custom and practices.

" Other Contracts " is defined in Section 3.1(b) .

" Out-Bound Licenses " is defined in Section 5.8(d) .

" Patents " is defined in Section 5.8(a) .

" PBGC " is defined in Section 5.12(d) .

" Permits " is defined in Section 1.1(h) .

" Person " means any individual, partnership, corporation, limited liability company, association, trust, joint venture, unincorporated organization or other authority (including, as applicable in the context, any Governmental Authority).

" Personal Property " is defined in Section 1.1(b) .

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" Products " is defined in Section 5.20(a) .

" Proprietary Information " is defined in Section 5.8(a) .

" Purchase Price " is defined in Section 2.1 .

" Real Estate Lease " is defined in Section 5.6(b) .

" Release " means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment or the workplace of any Hazardous Materials, or otherwise as defined in any Environmental Law.

" Released Parties " is defined in Section 11.4 .

" Releasor Persons " is defined in Section 11.4 .

" Return " means all returns, requests for extensions of time to file returns, declarations, reports, statements and other documents required to be filed in respect of Taxes, and any claims for refunds of Taxes, including any amendments or supplements to any of the foregoing. The term "Return" means any one of the foregoing Returns.

" Section 11.1 Seller Party " is defined in Section 11.1(a) .

" Seller " is defined in the Preamble.

" Seller Benefit Plans " is defined in Section 5.12(a) .

" Seller Intellectual Property " is defined in Section 5.8(e) .

" Seller Owned Intellectual Property " is defined in Section 5.8(b) .

" Seller Registered Items " is defined in Section 5.8(f) .

" Seller Parties " are defined in the Preamble.

" Seller Termination Fee " is defined in Section 9.4(a) .

" Shareholder " is defined in the Preamble.

" Statement Date " is defined in Section 5.2(a) .

" Tax " or " Taxes " means any income, corporation, gross receipts, profits, built-in gains, capital stock, capital duty, franchise, withholding, social security, unemployment, disability, property, wealth, welfare, stamp, excise, occupation, sales, use, value added, alternative minimum, estimated or other similar tax (including any fee, assessment or other charge in the nature of or in lieu of any tax) imposed by any Governmental Authority

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(whether national, local, municipal or otherwise) or political subdivision thereof, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing, and including any transferee or secondary liability in respect of any tax (whether imposed by law, contractual agreement or otherwise) and any liability in respect of any tax as a result of being a member of any affiliated, consolidated, combined, unitary or similar group.

" Third Party Claim " is defined in Section 10.4 .

" Transaction Documents " means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and all other documents, instruments and agreements required or contemplated hereby or thereby, or delivered in connection herewith or therewith or the consummation of the transactions contemplated thereby.

" Transition Services Agreement " is defined in Section 4.2(a) .

" Walk-Away Date " means January 5, 2012; except that such date will be automatically extended to that date which is three Business Days after the expiration of (i) all required notice periods under the California Bulk Sales Law, or (ii) any cure period permitted in Section 9.1 or Section 9.2 that has been triggered prior to January 5, 2012.

" WARN Act " is defined in Section 5.13(b)

**COMPENSATORY ARRANGEMENTS OF EXECUTIVE OFFICERS AND DIRECTORS**

There has been no change to the compensatory arrangements with our executive officers or directors since the filing of our Form 10-K for the year ended 12/31/10. Consequently, the information set forth in Exhibit 10.17 to that Form 10-K, File No. 000-22529, filed March 31, 2011 is incorporated herein by reference.

**Subsidiaries of the Registrant**

<u>Name of Subsidiaries</u>	<u>Jurisdiction of Incorporation</u>
inTEST Silicon Valley Corporation	Delaware
SigmaSYS Corp. (a)(b)	Delaware
Temptronic Corporation (b)	Delaware
inTEST PTE, Ltd.	Singapore
Temptronic GmbH	Germany
(a) Doing business as Sigma Systems Corporation	
(b) Doing business as inTEST Thermal Solutions Corp.	

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

**MCGLADREY & PULLEN, LLP**

We consent to the incorporation by reference in Registration Statements (No. 333-33722, No. 333-43096, No. 333-44059, No. 333-70046, No. 333-90908 and No. 333-145176) on Form S-8 and Registration Statement (No. 333-173920) on Form S-3 of inTEST Corporation of our report dated March 30, 2012, relating to our audits of the consolidated financial statements and the financial statement schedule, which appear in this Annual Report on Form 10-K of inTEST Corporation for the year ended December 31, 2011.

/s/ McGLADREY & PULLEN, LLP

Blue Bell, Pennsylvania  
March 30, 2012

**CERTIFICATION**

I, Robert E. Matthiessen, certify that:

1. I have reviewed this annual report on Form 10-K of inTEST Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2012

/s/ Robert E. Matthiessen  
Robert E. Matthiessen  
President and Chief Executive Officer

**CERTIFICATION**

I, Hugh T. Regan, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of inTEST Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 30, 2012

/s/ Hugh T. Regan, Jr.  
Hugh T. Regan, Jr.  
Secretary, Treasurer and Chief Financial Officer

**inTEST CORPORATION**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of inTEST Corporation (the "Company") on Form 10-K for the year ended December 31, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert E. Matthiessen, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 30, 2012

/s/ Robert E. Matthiessen  
Robert E. Matthiessen  
President and Chief Executive Officer

**inTEST CORPORATION**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of inTEST Corporation (the "Company") on Form 10-K for the year ended December 31, 2011 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Hugh T. Regan, Jr., Secretary, Treasurer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 30, 2012

/s/ Hugh T. Regan, Jr.  
Hugh T. Regan, Jr.  
Secretary, Treasurer and Chief Financial Officer