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

FORM 10-K

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

For the fiscal year ended December 31, 2005

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

For the transition period from to

Commission File No. 000-31332

LIQUIDMETAL TECHNOLOGIES, INC.
(Exact name of Registrant as specified in its charter**)**

Delaware	**33-0264467**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

25800 Commercentre Drive, Suite 100
Lake Forest, California 92630
(address of principal executive office, zip code)

Registrant's telephone number, including area code: **(949) 206-8000**

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

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

Title of each Class
Common Stock, .001 par value

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

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 o No ☒

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 at least the past 90 days. Yes ☒ No o

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 o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer (as defined in Rule 12b-2 of the Act).

Large accelerated filer o Accelerated filer ☒ Non-accelerated filer o

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

The aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant as of June 30, 2005 was approximately $49,763,593. For purposes of this calculation only, (i) shares of Common Stock are deemed to have a market value of $1.93 per share, the closing price of the Common Stock as reported on the Nasdaq National Market on June 30, 2005, and (ii) each of the executive officers, directors and persons holding more than 10% of the outstanding Common Stock as of June 30, 2005 is deemed to be an affiliate.

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PART I

Forward-Looking Statements

This annual report on Form 10-K of Liquidmetal Technologies, Inc. contains "forward-looking statements" that may state our management's current expectations, estimates, forecasts, and projections about the company and its business. Any statement in this report that is not a statement of historical fact is a forward-looking statement, and in some cases, words such as "believe," "estimate," "project," "expect," "intend," "may," "anticipate," "plans," "seeks," and similar expressions identify forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause actual outcomes and results to differ materially from the anticipated outcomes or result. These statements are not guarantees of future performance, and undue reliance should not be placed on these statements. It is important to note that Liquidmetal Technologies, Inc.'s actual results could differ materially from what is expressed in our forward-looking statements due to the risk factors described in the section of this report entitled "Risk Factors" in Item 1A of this report as well as the following risks and uncertainties:

- Our history of losses and uncertainty surrounding our ability to achieve profitability;
- Our limited history of manufacturing products from bulk amorphous alloys;
- Lengthy customer adoption cycles and unpredictable customer adoption practices;
- Our ability to identify, develop, and commercialize new product applications;
- Competition from other materials;
- Our ability to consummate strategic partnerships in the future;
- The potential for manufacturing problems or delays;
- Potential difficulties associated with protecting or expanding our intellectual property position; and
- Pending shareholder litigation against our company

Liquidmetal Technologies, Inc. undertakes no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 1. Business

In this annual report on Form 10-K, unless the context indicates otherwise, references to "the Company", "Liquidmetal Technologies", "our Company", "we", "us", and similar references refer to Liquidmetal Technologies, Inc. and its subsidiaries.

Overview

We are a materials technology company that develops and commercializes products made from amorphous alloys. Our Liquidmetal® family of alloys consists of a variety of proprietary coatings, powders, bulk alloys, and composites that utilize the advantages offered by amorphous alloy technology. We develop, manufacture, and sell products and components from bulk amorphous alloys to customers in various industries, and we also partner with third-party licensees such as Rawlings, Head, and Socket Communications and distributors such as Matech and LLPG to develop and commercialize bulk Liquidmetal alloy products. We believe that our proprietary bulk alloys are the only commercially viable bulk amorphous alloys currently available in the marketplace. In addition to our bulk alloys, we market and sell a line of proprietary amorphous alloy-based industrial coatings under the Liquidmetal® Armacor™ coatings brand.

Amorphous alloys are unique materials that are distinguished by their ability to retain a random atomic structure when they solidify, in contrast to the crystalline atomic structure that forms in other metals and alloys when they solidify. Liquidmetal alloys possess a combination of performance, processing, and potential cost advantages that we believe will make them preferable to other materials in a variety of applications. The amorphous atomic structure of our alloys enables them to overcome certain performance limitations caused by inherent weaknesses in crystalline atomic structures, thus facilitating performance and processing characteristics superior in many ways to those of their crystalline counterparts. For example, our zirconium-titanium Liquidmetal alloys are approximately 250% stronger than commonly used titanium alloys such as Ti-6Al-4V, but they also have some of the beneficial processing characteristics more commonly associated with plastics. We believe these advantages could result in Liquidmetal alloys supplanting high-performance alloys, such as titanium and stainless steel, and other incumbent materials in a wide variety of applications. Moreover, we believe these advantages could enable the introduction of entirely new products and applications that are not possible or commercially viable with other materials.

General Corporate Information

We were originally incorporated in California in 1987, and we reincorporated in Delaware in May 2003. Our principal executive offices are located at 25800 Commercentre Dr., Suite 100, Lake Forest, California 92630. Our telephone

number at that address is (949) 206-8000. Previously, our principal executive offices were located in Tampa, Florida. In December 2003, we consolidated all corporate functions into our Lake Forest facility, which had previously served as our principal research and development office. Our Internet website address is www.liquidmetal.com and all of our filings with the Securities and Exchange Commission are available free of charge on our website.

Subsidiaries and Other Locations

We currently own and operate a manufacturing facility in Pyongtaek, South Korea, which became operational in the third quarter of 2002. This Korean subsidiary handles our Bulk Liquidmetal alloy business which includes market opportunities to manufacture and sell casing components for electronic devices, medical devices, sporting goods, tooling, prototype sampling, defense applications and metal processing equipment. We also opened a post processing facility in Weihai, China in the third quarter of 2004. This Chinese subsidiary facilitates our bulk alloy manufacturing business by handling most of our post manufacturing processes. Lastly, we operate a distribution warehouse division in Conroe, Texas to handle our Liquidmetal alloy industrial coatings which are used primarily as protective coatings for industrial machinery and equipment, such as drill pipe used by the oil drilling industry and boiler tubes used by coal burning power plants.

Segments

In April 2002, we began classifying operations into two reportable segments: Liquidmetal alloy industrial coatings and bulk Liquidmetal alloys. The Liquidmetal alloy industrial coatings are used primarily as a protective coating for industrial machinery and equipment, such as drill pipe used by the oil drilling industry and boiler tubes used by coal burning power plants. Bulk Liquidmetal alloys include market opportunities to manufacture and sell casing components for electronic devices, medical devices, sporting goods, tooling, prototype sampling, defense applications and metal processing equipment. The expenses incurred by the bulk Liquidmetal alloy segment are manufacturing, research and development costs, and selling expenses associated with identifying and developing market opportunities. Bulk Liquidmetal alloy products can be distinguished from Liquidmetal alloy coatings in that the bulk Liquidmetal alloy can have significant thickness, up to approximately one inch, which allows for their use in a wider variety of applications other than a thin protective coating applied to machinery and equipment. Revenue and expenses associated with research and development services are included in the bulk Liquidmetal alloy segment.

Results of segment operations and assets are included in Note 19 to the Consolidated Financial Statements contained in this Form 10-K.

Our Technology

The performance, processing, and potential cost advantages of Liquidmetal alloys are a function of their unique atomic structure and their proprietary material composition.

Unique Atomic Structure

The atomic structure of Liquidmetal alloys is the fundamental feature that differentiates them from other alloys and metals. In the molten state, the atomic particles of all alloys and metals have an amorphous atomic structure, which means that the atomic particles appear in a completely random structure with no discernible patterns. However, when non-amorphous alloys and metals are cooled to a solid state, their atoms bond together in a repeating pattern of regular and predictable shapes, or crystalline grains. This process is analogous to the way ice forms when water freezes and crystallizes. In non-amorphous metals and alloys, the individual crystalline grains contain naturally occurring structural defects that limit the potential strength and performance characteristics of the material. These defects, known as dislocations, consist of discontinuities or inconsistencies in the patterned atomic structure of each grain. Unlike other alloys and metals, bulk Liquidmetal alloys can retain their amorphous atomic structure throughout the solidification process and therefore do not develop crystalline grains and the associated dislocations. Consequently, bulk Liquidmetal alloys exhibit superior strength and other superior performance characteristics compared to their crystalline counterparts. Our Liquidmetal alloy coatings, in contrast to our bulk alloys, have a crystalline atomic structure when initially applied, but their atomic structure becomes amorphous as the coatings rub against surfaces under force, thus improving their performance over time.

Prior to 1993, commercially viable amorphous alloys could be created only in thin forms, such as coatings, films, or ribbons. However, in 1993, researchers at the California Institute of Technology (Caltech) developed the first

commercially viable amorphous alloy in a bulk form. Today, bulk Liquidmetal alloys can be formed into objects that are up to one inch thick, and we are not aware of any other commercially available amorphous alloys that can achieve this thickness. We have the exclusive right to commercialize bulk amorphous alloy technology through a license agreement with Caltech and other patents that we own.

Proprietary Material Composition

The constituent elements and percentage composition of Liquidmetal alloys are critical to their ability to solidify into an amorphous atomic structure. We have several different alloy compositions that have different constituent elements in varying percentages. These compositions are protected by various patents that we own or exclusively license from third parties, including Caltech. The raw materials that we use in Liquidmetal alloys are readily available and can be purchased from multiple suppliers.

Advantages of Liquidmetal Alloys

Liquidmetal alloys possess a unique combination of performance, processing and cost advantages that we believe makes them superior in many ways to other commercially available materials for a variety of existing and potential future product applications.

Performance Advantages

Our bulk Liquidmetal alloys provide several distinct performance advantages over other materials, and we believe that these advantages make the alloys desirable in applications that require high yield strength, strength-to-weight ratio, elasticity and hardness.

The high yield strength of bulk Liquidmetal alloys means that a high amount of stress must be exerted to create permanent deformation. However, because the yield strength is so high, the yield strength of many of our bulk Liquidmetal alloy compositions is very near their ultimate strength, which is the measure of stress at which total breakage occurs. Therefore, very little additional stress may be required to break an object made of bulk Liquidmetal alloys once the yield strength is exceeded. Although we believe that the yield strength of many of our bulk alloys exceeds the ultimate strength of most other commonly used alloys and metals, our bulk alloys may not be suitable for certain applications, such as pressurized tanks, in which the ability of the material to yield significantly before it breaks is more important than its strength advantage. Additionally, although our bulk alloys show a high resistance to crack initiation because of their very high strength and hardness, certain of our bulk alloys are sensitive to crack propagation under certain long-term, cyclical loading conditions. Crack propagation is the tendency of a crack to grow after it forms. We are currently developing new alloy compositions that have improved material properties to overcome these limitations.

Processing Advantages

The processing of a material generally refers to how a material is shaped, formed, or combined with other materials to create a finished product. Bulk Liquidmetal alloys possess processing characteristics that we believe make them preferable to other materials in a wide variety of applications. In particular, our alloys are amenable to processing options that are similar in many respects to those associated with plastics. For example, we believe that bulk Liquidmetal alloys have superior net-shape casting capabilities as compared to high-strength crystalline metals and alloys. “Net-shape casting” is a type of casting that permits the creation of near-to-net shaped products that reduce costly post-cast processing or machining. Additionally, unlike most metals and alloys, our bulk Liquidmetal alloys are capable of being thermoplastically molded in bulk form. Thermoplastic molding consists of heating a solid piece of material until it is transformed into a moldable state, although at temperatures much lower than the melting temperature, and then introducing it into a mold to form near-to-net shaped products. Accordingly, thermoplastic molding can be beneficial and economical for net shape fabrication of high-strength products.

Bulk Liquidmetal alloys also permit the creation of composite materials that cannot be created with most non-amorphous metals and alloys. A composite is a material that is made from two or more different types of materials. In general, the ability to create composites is beneficial because constituent materials can be combined with one another to optimize the composite’s performance characteristics for different applications. In other metals and alloys, the high temperatures required for processing could damage some of the composite’s constituent materials and therefore limit their utility. However, the relatively low melting temperatures of bulk Liquidmetal alloys allow mild processing conditions that

eliminate or limit damage to the constituent materials when creating composites. In addition to composites, we believe that the processing advantages of Liquidmetal alloys will ultimately allow for a variety of other finished forms, including a coating or a spray. Most high-strength metals and alloys cannot be processed into these forms.

Notwithstanding the foregoing advantages, our bulk Liquidmetal alloys possess certain limitations relative to processing. The beneficial processing features of our bulk alloys are made possible in part by the alloys’ relatively low melting temperatures. Although a lower melting temperature is a beneficial characteristic for processing purposes, it renders certain bulk alloy compositions unsuitable for certain high-temperature applications, such as jet engine exhaust components. Additionally, the current one-inch thickness limitation of our zirconium-titanium bulk alloy renders our alloys currently unsuitable for use as structural materials in large-scale applications, such as load-bearing beams in building construction. We are currently engaged in research and development with the goal of developing processing technology and new alloy compositions that will enable our bulk alloys to be formed into thicker objects.

Cost Advantages

Liquidmetal alloys have the potential to provide cost advantages over other high-strength metals and alloys in certain applications. Because bulk Liquidmetal alloy has processing characteristics similar in some respects to plastics, which lends itself to near-to-net shape casting and molding, Liquidmetal alloys can in many cases be shaped efficiently into intricate, engineered products. This capability can eliminate or reduce certain post-casting steps, such as machining and re-forming, and therefore has the potential to significantly reduce processing costs associated with making parts in high volume.

Additionally, because the near-to-net shape processing of Liquidmetal alloys reduces the need for capital-intensive heavy industrial equipment such as that found in foundry and forging operations, Liquidmetal alloys can be processed with a smaller machinery footprint, which allows for more efficient development of facilities and reduced permitting and regulatory costs. We believe that these advantages may allow our customers an opportunity to maintain or improve the performance of their products without a commensurate increase in cost.

Our Strategy

As a result of the experience and knowledge that we have gained through our activities to date, and recognizing that developing and commercializing a revolutionary new technology is an evolutionary process, we are continually modifying our business strategy to enable us to better capitalize on our evolving core strengths and more effectively pursue revenue growth and profitability. The key elements of our strategy include:

- *Identifying and Developing New Applications for Our Liquidmetal Alloy Technology.* We intend to continue to identify and develop new applications that will benefit from the performance, processing, and cost advantages of Liquidmetal alloys.

- *Focusing Our Marketing and Internal Manufacturing Activities on Select Products with Expected Higher Gross-Margins.* We intend to focus our marketing and internal manufacturing activities on select products with anticipated higher gross margins. This strategy is designed to align our product development initiatives with our manufacturing processes and manufacturing cost structure, and to reduce our exposure to more commodity-type product applications that are prone to unpredictable demand and fluctuating pricing. Our focus is primarily on higher-margin products that possess design features that take optimal advantage of our existing and developing manufacturing technology and that command a price commensurate with the performance advantages of our alloys. In addition to our focus on products with higher gross margins, we will continue to engage in prototype manufacturing, both for internally manufactured products and for products that will ultimately be licensed to or manufactured by third parties.

- *Further Developing Our Manufacturing Processes, Capabilities, and Efficiencies for Bulk Liquidmetal Alloys.* We intend to improve and enhance our internal manufacturing processes, capabilities, and efficiencies in order to maintain quality control over products made from bulk Liquidmetal alloys, to focus on improvements to the processing of our alloys, and to protect our intellectual property. As our alloys become more pervasive, however, we expect to enter into additional strategic relationships that would involve the licensing of Liquidmetal technology to third parties for certain market segments.

- *Pursuing Strategic Partnerships In Order to More Rapidly Develop and Commercialize Products*. We intend to

actively pursue and support strategic partnerships that will enable us to leverage the resources, strength, and technologies of other companies in order to more rapidly develop and commercialize products. These partnerships may include licensing transactions in which we license full commercial rights to our technology in a specific application area, or they may include transactions of a more limited scope in which, for example, we outsource manufacturing activities or grant distribution rights. We believe that utilizing such a partnering strategy will enable us to reduce our working capital burden, better fund product development efforts, better understand customer adoption practices, leverage the technical and financial resources of our partners, and more effectively handle product design and process challenges. As this partnering strategy evolves, a growing portion of our revenue mix may be comprised of revenue from the provision of product development services, technical support, and engineering services, as well as revenues from royalties on the sale of Liquidmetal alloy products by our partners.

- *Advancing the Liquidmetal® Brand*. We believe that building our corporate brand will foster continued adoption of our technology. Our goal is to position Liquidmetal alloys as a superior substitute for materials currently used in a variety of products across a range of industries. Furthermore, we seek to establish Liquidmetal alloys as an enabling technology that will facilitate the creation of a broad range of commercially viable new products. To enhance industry awareness of our company and increase demand for Liquidmetal alloys, we are reviewing various brand development strategies that could include collaborative advertising and promotional campaigns with select customers, industry conference and trade show appearances, public relations, and other means.

Applications for Liquidmetal Alloys

We have focused our commercialization efforts for Liquidmetal alloys on five identified product areas. We believe that these areas are consistent with our strategy in terms of market size, building brand recognition, and providing an opportunity to develop and refine our processing capabilities. Although we believe that strategic partnering transactions could create valuable opportunities beyond the parameters of these target markets, we anticipate continuing to pursue these markets both internally and in conjunction with partners.

Components for Electronic Products

We produce components for electronic devices using our bulk Liquidmetal alloys and believe that our alloys offer enhanced performance and design benefits for these components in certain applications. Bulk Liquidmetal alloys can be used for various structural components of a cellular phone, including the shield, faceplate, hinge, hinge housings, back plate, side plates, brackets, and the cover on the phones. We initially targeted the electronic casings market because of its potential for high product volumes and branding opportunities; however, unpredictable customer adoption practices, short product model lives, processing limitations, and intense pricing pressures make it very challenging to compete in this high-volume market. Accordingly, we are currently limiting our focus in this market to higher-margin applications that have the potential to benefit from the unique performance characteristics of bulk Liquidmetal alloys. We continue to believe that the high strength-to-weight ratio and elastic limit of bulk Liquidmetal alloys enable the production of stronger and thinner electronic devices as compared to plastic, zinc, and magnesium, and we intend to focus on products that require these design and performance benefits.

Through our shipments to date, we have demonstrated that bulk Liquidmetal alloys can be used for structural components of cellular phones and other electronic devices. During 2004 and 2005, we shipped production quantities of cell phone components to Samsung Electronics Company and Vertu Limited, the luxury communication products subsidiary of Nokia, for inclusion in various cellular phone models.

Sporting Goods and Leisure Products

We are developing a variety of applications for Liquidmetal alloys in the sporting goods and leisure products area.

In the sporting goods industry, we believe that the high strength, hardness, and elasticity of our bulk alloys have the potential to enhance performance in a variety of products, and we further believe that many sporting goods products are conducive to our internal manufacturing strategy of focusing on high-margin products that meet our design criteria. Substantial opportunities also exist for our amorphous alloy coatings, powders and composites. In 2003, Rawlings Sporting Goods Company launched a new line of baseball and softball bats that utilize a Liquidmetal alloy coating, and HEAD NV Sport launched a new line of HEAD® Liquidmetal® tennis racquets that incorporates Liquidmetal alloy in composite form in their racquet design. In 2005, we have also launched goods that utilize Liquidmetal alloy including skis.

Other potential applications for our alloys in this industry include golf clubs, eyewear, fishing, hunting, and other sport products.

In the leisure products category, we believe that bulk Liquidmetal alloys can be used to efficiently produce intricately engineered designs with high-quality finishes, such as premium watchcases, and we further believe that Liquidmetal alloy technology can be used to make high-quality, high-strength jewelry from precious metals. We have successfully produced prototype rings made from an amorphous Liquidmetal platinum alloy that is harder (and hence more scratch resistant) than conventional platinum jewelry.

In order to accelerate the commercialization of Liquidmetal alloys in the jewelry and high-end luxury products market, in June 2003 we entered into a strategic licensing transaction with LLPG, Inc., a corporation headed by a former director of our company with ties to the Swiss jewelry and luxury goods market. While we have not generated revenues to date, under this agreement, LLPG was granted a 10-year exclusive worldwide license to manufacture and sell a variety of luxury goods, including watchcases and precious-metal jewelry, utilizing Liquidmetal alloys. Under the agreement, we are entitled to royalties over the life of the contract on all products produced and sold by LLPG.

Medical Devices

We are engaged in product development efforts relating to various medical devices that could be made from Liquidmetal alloys. We believe that the unique properties of bulk Liquidmetal alloys provide a combination of performance and cost benefits that could make them a desirable replacement to incumbent materials, such as stainless steel and titanium, currently used in various medical device applications. Our ongoing emphasis in 2004 and 2005 has been on surgical instrument applications for Liquidmetal alloys. These include, but are not limited to, specialized blades, orthopedic instruments utilized for implant surgery procedures, dental devices, and general surgery devices. The potential value offered by our alloys is high performance in some cases and cost reduction in others, the latter stemming from the ability of Liquidmetal alloys to be net shape cast into components, thus reducing costs of secondary processing. The status of most components in the prototyping phase is subject to non-disclosure agreements with our customers.

We believe that our future success in the medical device market will be driven largely by strategically aligning ourselves with well-established companies that are uniquely positioned to facilitate the introduction of Liquidmetal alloys into this market, especially as it relates to the unique processing challenges and stringent material qualification requirements that are prevalent in this industry. We also believe that our prospects for success in this market will be enhanced through our focus on optimizing existing alloy compositions and developing new alloy compositions to satisfy the industry’s rigorous material qualification standards.

Industrial Coatings and Powders

We continue to market and sell amorphous alloy industrial coatings and powders under the Liquidmetal® ArmacorTM Coatings brand name. Liquidmetal alloy coatings are used primarily as a protective coating for industrial machinery and equipment. Since the inception of this business in the late 1980s, our proprietary coatings have demonstrated a high degree of hardness and low coefficient of friction which, when combined with their strong adhesion properties, reduce the wear and consequent failure of the machinery and equipment on which they are used. In contrast to our bulk alloys, we sell Liquidmetal coatings primarily in the form of a wire or powder feedstock that is melted and applied to machinery or equipment through welding or thermal spray processes.

Our Liquidmetal coatings are widely used in the oil drilling industry as a protective coating on drill pipe and casings, and we estimate that our coatings represent a dominant share of annual worldwide sales of hard band coatings for new oil drill pipe. Drilling often places tremendous stress on pipes and casings, especially whenever the drill changes direction. Both the drill pipe and casing experience excessive wear, which leads to higher replacement costs and greater failure rates. Liquidmetal coatings are used to provide a protective coating, or hard band, around the outside of the drill pipe and the inside of casings to reduce wear and failure rates and accordingly reduce operating costs.

Liquidmetal coatings have also been sold into the power generation industry specifically for the purpose of coating boiler tubes in coal-burning power plants in order to extend the lives of these boilers. Boiler tubes are subject to high heat, erosion, and corrosion and often require costly replacement, both in terms of replacement parts and length of downtime for installation. Additionally, residue build-up in boiler tubes of coal burning power plants creates operating inefficiencies. Historic performance and testing of Liquidmetal coatings have demonstrated that our coatings extend the life of these boiler tubes meaningfully beyond their current average life depending on the specific environment. In addition, our coatings have demonstrated the ability to reduce build-up of residue on boiler tubes, helping to improve the efficiencies of

the boilers. Historically, we have not concentrated sales efforts on the boiler tube market in a substantial way. However, given the size of the market and potential opportunities for our coatings, we have recently dedicated greater effort to this area.

Defense Applications

We are working with the U.S. Department of Defense, as well as a variety of defense-related research and development agencies and large defense contractors, to develop various defense-related applications for Liquidmetal alloys. For example, we are currently developing prototype kinetic energy penetrator rods for use in armor-piercing ammunition systems. Kinetic energy penetrators, or KEPs, are armor piercing munitions that are currently made primarily from depleted uranium or tungsten alloys. Initial ballistic tests under the Liquidmetal KEP program have demonstrated that tungsten KEPs perform better whenever Liquidmetal alloy is combined with the tungsten to create a composite material. In August 2003, we signed a new $3.0 million research and development contract with the U.S. Army for the development of KEPs. Our strategy is to orient the KEP program toward future systems such as the Joint Strike Fighter program and the Army’s Future Combat System.

We also continue to work with a number of defense-related research and development agencies and large defense companies to identify additional military applications that may benefit from using Liquidmetal alloys. We believe that our alloys are well-positioned to capitalize on the trend toward lighter but stronger weapon systems in the U.S. military, and our strategy is to align ourselves with the largest and most significant players in this industry. Product development programs for defense applications are currently underway with several leading defense contractors, including Alliant Techsystems and General Dynamics.

Going Concern

We have experienced significant operating losses since our inception. Our net loss for the fiscal years ended December 31, 2005 and 2004 was $11.2 million and $12.7 million, respectively. In our audit reports on our financial statements for our fiscal years ended December 31, 2005 and 2004, our present and former auditors have included a going-concern qualification indicating that our significant operating losses and working capital deficit cause substantial doubt about our ability to continue as a going concern. By issuing an opinion stating that there is substantial doubt about our ability to continue as a going concern, our former and current auditors have indicated that they are uncertain as to whether we have the capability to continue our operations without additional funding.

Accordingly, we anticipate that we will need additional funding during the next 12 months and would seek to raise such funds through public or private equity financing, bank debt financing, or from other sources. Adequate funds may not be available when needed, and if we raise additional funds by issuing equity securities, existing stockholders may be diluted.

Liquidmetal Golf

From 1997 until September 2001, we engaged in the retail marketing and sale of golf clubs through a majority owned subsidiary, Liquidmetal Golf. The retail business of Liquidmetal Golf was discontinued in September 2001 and is now treated as a discontinued operation in our consolidated financial statements. Although the retail golf club business has been discontinued, Liquidmetal Golf will be engaged in the business of manufacturing and selling golf club components to golf original equipment manufacturers that will integrate these components into their own clubs and then sell them under their respective brand names. Liquidmetal Technologies owns 79% of the outstanding common stock in Liquidmetal Golf.

Our Liquidmetal Golf subsidiary has the exclusive right and license to utilize our Liquidmetal alloy technology for purposes of golf equipment applications. This right and license is set forth in an intercompany license agreement between Liquidmetal Technologies and Liquidmetal Golf. This license agreement provides that Liquidmetal Golf has a perpetual and exclusive license to use Liquidmetal alloy technology for the purpose of manufacturing, marketing, and selling golf club components and other products used in the sport of golf. In consideration of this license, Liquidmetal Golf has issued 4,500,000 shares of Liquidmetal Golf common stock to Liquidmetal Technologies.

Our Intellectual Property

Our intellectual property consists of patents, trade secrets, know-how, and trademarks. Protection of our intellectual property is a strategic priority for our business, and we intend to vigorously protect our patents and other intellectual property. Our intellectual property portfolio includes 27 owned or licensed U.S. patents and numerous patent applications relating to the composition, processing, and application of our alloys, as well as various foreign counterpart patents and patent applications.

Our initial bulk amorphous alloy technology was developed by researchers at the California Institute of Technology (“Caltech”). We have purchased patent rights that provide us with the exclusive right to commercialize the amorphous alloy and other amorphous alloy technology acquired from Caltech through a license agreement (“Caltech License Agreement”) with Caltech. Under the Caltech license agreement, we have the exclusive worldwide right to make, use, and sell products from all of Caltech’s inventions, proprietary information, know-how, and other technology relating to amorphous alloys existing as of September 1, 2001. We also have an exclusive worldwide license to eleven issued patents and two patent applications held by Caltech relating to amorphous alloy technology, as well as all related foreign counterpart patents and patent applications. Of the patents currently issued to Caltech and licensed by us, the earliest expiration date is 2013 and the latest expiration date is 2021. Furthermore, the license agreement gives us the exclusive right to make, use, and sell products from substantially all amorphous alloy technology that is developed in Professor William Johnson’s Caltech laboratory during the period September 1, 2001 through August 31, 2005. All fees and other amounts payable by us for these rights and licenses have been paid in full, and no further royalties, license fees, or other amounts will be payable in the future under this license agreement.

Our rights under the license agreement are perpetual in duration. However, Caltech has the right to convert the license to a non-exclusive license if we fail to utilize the licensed technology for a period of 18 or more consecutive months, provided that Caltech must give us 180-days advance written notice of the conversion and we may cure the failure at any time during the 180-day notice period. If we cure the failure, then the license will not be converted into a non-exclusive license.

Under the license agreement, we have the right to sublicense any of the licensed technology or patents. The license agreement also provides that Caltech reserves the right to use the licensed technology and patents for noncommercial educational and research purposes. The patents and patent applications that we license from Caltech relate primarily to the composition and processing of our alloys. The currently issued U.S. patents covered by the license agreement will expire between 2012 and 2013.

Under the Caltech license agreement, the parties are obligated to provide reasonable cooperation to each other in connection with any threatened or actual infringement of the licensed technology by third parties. We have the right to commence an action for infringement of any of the licensed technology, and although Caltech is not obligated to bring suit or take action against infringers, Caltech is obligated to join in any such lawsuit upon our request.

In addition to the patents and patent applications that we license from Caltech, we are building a portfolio of our own patents to expand and enhance our technology position. These patents and patent applications primarily relate to various applications of our bulk amorphous alloys, the composition of our coatings and powders, and the processing of our alloys. The patents relating to our coatings expire on various dates between 2006 and 2017, and the patents relating to our bulk amorphous alloys expire on various dates between 2013 and 2021. Our policy is to seek patent protection for all technology, inventions, and improvements that are of commercial importance to the development of our business, except to the extent that we believe it is advisable to maintain such technology or invention as a trade secret.

In order to protect the confidentiality of our technology, including trade secrets, know-how, and other proprietary technical and business information, we require that all of our employees, consultants, advisors and collaborators enter into confidentiality agreements that prohibit the use or disclosure of information that is deemed confidential. The agreements also obligate our employees, consultants, advisors and collaborators to assign to us developments, discoveries and inventions made by such persons in connection with their work with us.

Research and Development

We are engaged in ongoing research and development programs that are driven by the following key objectives:

- *Enhance Material Processing and Manufacturing Efficiencies.* We plan to continue research and development of processes and compositions that will decrease our cost of making products from Liquidmetal alloys.

- *Optimize Existing Alloys and Develop New Compositions.* We believe that the primary technology driver of our business will continue to be our proprietary alloy compositions. We plan to continue research and development on new alloy compositions to generate a broader class of amorphous alloys with a wider range of specialized performance characteristics. During 2003 and continuing into 2005, we have successfully expanded our portfolio of bulk amorphous alloys to include additional zirconium-titanium alloys, as well as alloys based on other metals, such as iron, gold, and platinum. Although these various compositions are at different stages of development and only a few are currently suitable for commercial use, we believe that a larger alloy portfolio will enable us to increase the attractiveness of our alloys as an alternative to incumbent materials and, in certain cases, drive down product costs. We also believe that our ability to optimize our existing alloy compositions will enable us to better tailor our alloys to our customers' specific application requirements.

- *Develop New Applications.* We will continue research and development of new applications for Liquidmetal alloys. We believe the range of potential applications will broaden by expanding the forms, compositions, and methods of processing of our alloys.

We conduct our research and development programs internally and also through strategic relationships that we enter into with third parties. Our internal research and development efforts are currently focused on product and process development. Our internal research and development efforts are conducted by a team of 15 scientists, engineers and researchers whom we either employ directly or engage as consultants. Included among this team are Professor William Johnson, who discovered our initial bulk amorphous alloy at Caltech in 1993, and his graduate student at the time, Atakan Peker, who is employed as our Vice President of Technology. Professor Johnson was an employee of our company from October 2001 through December 2003 and then became a consultant to the Company. Professor Johnson continues to be a member of our board of directors.

In addition to our internal research and development efforts, we enter into cooperative research and development relationships with leading academic institutions. Professor Johnson continues to supervise a laboratory at Caltech, and through our license agreement with Caltech, we have a continuing relationship with the other researchers in Professor Johnson's Caltech laboratory. We have also entered into research relationships with several other academic institutions for the conduct of research relating to the properties and characteristics of our alloys.

We have entered into development relationships with other companies for the purpose of identifying new applications for our alloys and establishing customer relationships with such companies. Some of our product development programs are partially funded by our customers. We are also engaged in negotiations with other potential customers regarding possible product development relationships. Our research and development expenses for the years ended December 31, 2005, 2004, and 2003 were $1.1 million, $1.5 million, and $8.8 million, respectively.

Manufacturing

We currently own and operate a 166,000 square foot manufacturing facility in Pyongtaek, South Korea, which became operational in the third quarter of 2002. We opened a 14,400 square foot facility in Weihai, China in August 2004 to facilitate our bulk alloy manufacturing business. We believe that these facilities will meet our anticipated manufacturing needs for the foreseeable future, although these needs may change depending upon the actual and forecasted orders we receive for our products. We currently intend to develop supplemental research and development, prototyping and manufacturing capabilities elsewhere, including the United States, for purposes of meeting our long-term manufacturing needs and our customers' requirements. In December 2003, we entered into a license agreement

with Florida Custom Mold, Inc., a Clearwater, Florida-based company that specializes in high-quality mold design and injection molding services, under which Florida Custom Mold is currently acting as a contract manufacturer to our company for purposes of producing prototypes of certain defense and medical products in the US.

Raw Materials

Liquidmetal alloy compositions are comprised of many elements, all of which are available commodity products. We believe that each of these raw materials is readily available in sufficient quantities from multiple sources on commercially acceptable terms. However, any substantial increase in the price or interruption in the supply of these materials could have an adverse effect on our profitability.

Customers

During 2005, one customer accounted for 10% or more of our revenue from continuing operations. Revenues from Samsung represented 10% of revenues from continuing operation for the year ended 2005. During 2004, four customers accounted for 10% or more of our revenue from continuing operations. Revenues from Charm Tech and Pntel, both of which are direct suppliers to Samsung, represented 62% of revenue from continuing operations for the year ended 2004. Also, revenues from defense related contracts with the United States of America represented 10% and Growell Metal represented 12% of revenue from continuing operations for the year ended 2004. We expect that a significant portion of our revenue may continue to be concentrated in a limited number of customers, even as our bulk Liquidmetal alloy business grows. During 2003, three customers accounted for 10% or more of our revenue from continuing operations. Revenue from Samsung represented 10% of revenue, revenue from LLPG, Inc. represented 12% and defense-related contracts with three departments of the United States of America represented 16% of revenue from continuing operations for the year ended December 31, 2003.

Competition

We are not aware of any other company or business that manufactures, markets, distributes, or sells bulk amorphous alloys or products made from bulk amorphous alloys. We believe it would be difficult to develop a competitive bulk amorphous alloy without infringing our patents. However, our bulk Liquidmetal alloys face competition from other materials, including metals, alloys, plastics and composites, which are currently used in the commercial applications that we pursue. For example, we face significant competition from plastics and zinc in our electronics components business, and titanium and composites will continue to be used widely in medical devices and sporting goods. Based on our experience with developing products for a variety of customers, we believe that the selection of materials by potential customers will continue to be product-specific in nature, with the decision for each product being driven primarily by the performance needs of the application and secondarily by cost considerations and design flexibility. Because of the relatively high strength of our alloys and the design flexibility of our process, we are most competitive when the customer is seeking a higher strength as well as greater design flexibility than currently available with other materials. However, if currently available materials, such as plastics, are strong enough for the application, our alloys are often not competitive those applications with respect to price. We also believe that our alloys are generally not competitive with the cost of some of the basic metals, such as steel, aluminum or copper, when such basic metals can be used in specific applications, but our alloys are generally more competitive with price on more exotic metals, such as titanium. Our alloys could also face competition from new materials that may be developed in the future, including new materials that could render our alloys obsolete.

Our Liquidmetal alloy coatings face competition from industrial coatings currently manufactured or sold by other companies. At present, the primary competitors of our coatings business are Varco International, Inc. and Arnco Technology Trust, Limited. Although we believe, based on market data gathered by us, that our coatings compete favorably with these companies' products and that we continue to maintain the dominant market share with respect to protective coatings for oil drill pipe and casings, these competitors are larger well-established businesses that have substantially greater financial, marketing, and other resources than we do.

We will also experience indirect competition from the competitors of our customers. Because we will rely on our customers to market and sell finished goods that incorporate our components or products, our success will depend in part on the ability of our customers to effectively market and sell their own products and compete in their respective markets.

Backlog

In our bulk alloy segment, because of the minimal lead-time associated with orders of bulk alloy parts, we generally do not carry a significant backlog. In our coatings segment, we typically ship our coating products shortly after receipt of an order, and our coatings backlog is therefore also insignificant. In both our bulk alloy segment and coatings segment, the backlog as of any particular date gives no indication of actual sales for any succeeding period.

Sales and Marketing

We direct our marketing efforts towards customers that will incorporate our components and products into their finished goods. To that end, we will continue to hire business development personnel who, in conjunction with engineers and scientists, will actively identify potential customers that may be able to benefit from the introduction of Liquidmetal alloys to their products. In some cases, we will develop applications in conjunction with existing or potential customers. By adopting this strategy, we intend to take advantage of the sales and marketing forces and distribution channels of our customers to facilitate the commercialization of our alloys. We also direct business development efforts toward companies who we believe could be viable candidates for potential partnering transactions, such as licensing relationships, distribution arrangements, joint ventures, and the like.

Employees

As of December 31, 2005, we had 352 full-time employees. As of that date, 78 of our Korean operation employees were represented by a labor union. We have not experienced any work stoppages and we consider our employee relations to be favorable.

Governmental Regulation

Medical instruments incorporating our Liquidmetal alloys will be subject to regulation in the United States by the FDA and corresponding state and foreign regulatory agencies. Any orthopedic devices that we develop will be regulated in a similar manner. Medical device manufacturers to whom we intend to sell our products may need to obtain FDA approval before marketing their medical devices that incorporate our products. Medical device manufacturers may need to obtain similar approvals before marketing these medical device products in foreign countries.

Because we intend to sell our medical device products to medical device manufacturers, we do not believe that we will need to obtain FDA approval or similar foreign approvals before selling products to medical device manufacturers. Nonetheless, as a manufacturer of medical device components, we would be subject to quality control and record keeping requirements of FDA and other federal and state statutes and regulations, as well as similar regulations in foreign countries.

The process of obtaining and maintaining required FDA and foreign regulatory approvals for medical devices that incorporate our products could be lengthy, expensive, and uncertain for our customers. Additionally, regulatory agencies can delay or prevent product introductions. Generally, before a medical device manufacturer can market a product incorporating one of our products, our customer must obtain for their finished product marketing clearance through a 510(k) premarket notification or approval of a pre-market approval application, or PMA. The FDA will typically grant a 510(k) clearance if the applicant can establish that the device is substantially equivalent to a predicate device. It generally takes a number of months from the date of a 510(k) submission to obtain clearance, but it may take longer, particularly if a clinical trial is required.

The FDA may find that a 510(k) is not appropriate for a medical device that incorporates our product or that substantial equivalence has not been shown and as a result will require a PMA. A PMA application must be submitted if a proposed medical device does not qualify for a 510(k) pre-market clearance procedure. PMA applications must be supported by valid scientific evidence to demonstrate the safety and effectiveness of the device, typically including the results of clinical trials, bench tests, and laboratory and animal studies. The PMA process can be expensive, uncertain and lengthy, requires detailed and comprehensive data, and generally takes significantly longer than the 510(k) process. Additionally, the FDA may never approve the PMA.

Similar regulations in foreign countries vary significantly from country to country and with respect to the nature of the particular medical device. The time required to obtain these foreign approvals to market our products may be longer or shorter than that required in the United States, and requirements for such approval may differ from FDA requirements.

Environmental Law Compliance

Our manufacturing operations are subject to national, state, and local environmental laws in China, South Korea, and the United States. We believe that we are in material compliance with all applicable environmental regulations. While we continue to incur costs to comply with environmental regulations, we do not believe that such costs will have a material effect on our capital expenditures, earnings, or competitive position.

Item 1A. Risk Factors

This report contains forward-looking statements (within the meaning of the Private Securities Litigation Reform Act of 1995) that are based on management's current expectations, estimates, forecasts, and projections about the Company and its business. In addition, other written or oral statements which constitute forward-looking statements may be made from time to time by or on behalf of Liquidmetal Technologies, Inc. Any statement in this report that is not a statement of historical fact is a forward-looking statement, and in some cases, words such as "believe," "estimate," "project," "expect," "intend," "may," "anticipate," "plans," "seeks," and similar expressions identify forward-looking statements. Forward-looking statements involve risks and uncertainties that could cause actual outcomes and results to differ materially from the anticipated outcomes or result. These statements are not guarantees of future performance, and undue reliance should not be placed on these statements. Liquidmetal Technologies, Inc. undertakes no obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Factors that could cause actual results to differ materially from what is expressed or forecasted in our forward-looking statements include, but are not limited to, the following:

We have incurred significant operating losses in the past and may not be able to achieve or sustain profitability in the future.

We have experienced significant operating losses since our inception. Our net loss for the fiscal years ended December 31, 2005, 2004, and 2003 was $11.2 million, $12.7 million and $33.6 million, respectively. We had an accumulated deficit of approximately $136.6 million at December 31, 2005. Of this accumulated deficit, $44.5 million was attributable to losses generated by our discontinued equipment manufacturing and retail golf businesses through December 31, 2005. We anticipate that we may continue to incur operating losses for the foreseeable future. Consequently, it is possible that we may never achieve positive earnings and, if we do achieve positive earnings, we may not be able to achieve them on a sustainable basis.

We may require additional funding, which may not be available on favorable terms or at all.

Our future capital requirements will depend on the amount of cash generated by our operations. Our projections of cash flows from operations and, consequently, future cash needs are subject to substantial uncertainty. In addition, in our audit report on our financial statements for our fiscal years ended December 31, 2005 and 2004, our auditors included a going-concern qualification indicating that our significant operating losses and working capital deficit cause substantial doubt about our ability to continue as a going concern. Our operating plan is based on assumptions that are uncertain or otherwise subject to change. If our available funds and cash generated from operations are insufficient to satisfy our liquidity requirements, we will need additional funds in the future to support our working capital requirements and for other purposes, and we anticipate that we will need to raise additional funds through public or private equity financing, bank debt financing, or from other sources. Adequate funds may not be available when needed or may not be available on favorable terms. If we raise additional funds by issuing equity securities, existing stockholders may be diluted. If funding is insufficient at any time in the future, we may not be able to develop or enhance our products or services, take advantage of business opportunities, or respond to competitive pressures, any of which could harm our business.

We have a limited history of developing, manufacturing, and selling products made from our bulk amorphous alloys.

We have marketed and sold industrial coatings to distributors in the coatings industry since 1987. Prior to the third quarter of 2002, our experience selling products made from bulk amorphous alloys has been limited to our discontinued retail golf business, which had a different marketing strategy than the one we are currently employing. Therefore, we have a relatively limited history of producing bulk amorphous alloy components and products on a mass-production basis. Furthermore, our ability to produce our products in desired quantities and at commercially reasonable prices is

uncertain and is dependent on a variety of factors that are outside of our control, including the nature and design of the component, the customer's specifications, and required delivery timelines.

We rely on assumptions about the markets for our products and components that, if incorrect, may adversely affect our profitability.

We have a relatively short history producing bulk amorphous alloy components on a mass-production basis. We have made assumptions regarding the market size for, and the manufacturing requirements of, our products and components based in part on information we received from third parties and also from our limited history. If these assumptions prove to be incorrect, we may not achieve anticipated revenue targets or profitability.

If we cannot establish and maintain relationships with customers that incorporate our components and products into their finished goods, we will not be able to increase our revenue and commercialize our products.

Our business is based upon the commercialization of a new and unique materials technology. Our ability to increase our revenues will depend on our ability to successfully maintain and establish relationships with customers who are willing to incorporate our proprietary alloys and technology into their finished products. However, we believe that the size of our company and the newness of our technology and manufacturing process may continue to make it challenging to maintain and establish such relationships. In addition, we rely and will continue to rely to a large extent on the manufacturing, research, and development capabilities, as well as the marketing and distribution capabilities, of our customers in order to commercialize our products. Our future growth and success will depend in large part on our ability to enter into these relationships and the subsequent success of these relationships. If our products are selected for use in a customer's products, we still may not realize significant revenue from that customer if that customer's products are not commercially successful.

It may take significant time and cost for us to develop new customer relationships, which may delay our ability to generate additional revenue or achieve profitability.

Our ability to generate revenue from new customers is generally affected by the amount of time it takes for us to, among other things:

- identify a potential customer and introduce the customer to Liquidmetal alloys;
- work with the customer to select and design the parts to be fabricated from Liquidmetal alloys;
- make the molds and tooling to be used to produce the selected part;
- make prototypes and samples for customer testing;
- work with our customers to test and analyze prototypes and samples; and
- with respect to some types of products, such as medical devices, to obtain regulatory approval.

We currently do not have a sufficient history of selling products made from our bulk amorphous alloys to predict accurately the length of our average sales cycle. We believe that our average sales cycle from the time we deliver an active proposal to a customer until the time our customer fully integrates our bulk amorphous alloys into its product could be a significant period of time. Our history to date has demonstrated that the sales cycle could extend significantly longer than we anticipate. The time it takes to transition a customer from limited production to full-scale production runs will depend upon the nature of the processes and products into which our alloys are integrated. Moreover, we have found that customers often proceed very cautiously and slowly before incorporating a fundamentally new and unique type of material into their products.

After we develop a customer relationship, it may take a significant amount of time for that customer to develop, manufacture, and sell finished goods that incorporate our components and products.

Our experience has shown that our customers will perform numerous tests and extensively evaluate our components and products before incorporating them into their finished products. The time required for testing, evaluating, and designing our components and products into a customer’s products, and in some cases, obtaining regulatory approval, can take a significant amount of time, with an additional period of time before a customer commences volume production of products incorporating our components and products, if ever. Moreover, because of this lengthy development cycle, we may experience a delay between the time we accrue expenses for research and development and sales and marketing efforts and the time when we generate revenue, if any. We may incur substantial costs in an attempt to transition a customer from initial testing to prototype and from prototype to final product. If we are unable to minimize these transition costs, or to recover the costs of these transitions from our customers, our operating results will be adversely affected.

A limited number of our customers generate a significant portion of our revenue.

For the near future, we expect that a significant portion of our revenue will be concentrated in a limited number of customers. For example, for the year ended December 31, 2005, revenues from one customer, Samsung, represented approximately 10% of total revenue from continuing operations, and for the year ended December 31, 2004, revenue from two customers represented approximately 62% of total revenue from continuing operations, and for the year ended December 31, 2003, revenue from two customers represented approximately 26% of total revenue from continuing operations. Revenues from direct suppliers to Samsung represented approximately 14% and 62% of total revenues from continuing operations for the year ended December 31, 2005 and 2004, respectively. Also, revenues from defense related contracts with the United States of America represented 10%, and Growell Metal represented 12%, of revenue from continuing operations for the year ended 2004. A reduction, delay, or cancellation of orders from one or more of these customers or the loss of one or more customer relationships could significantly reduce our revenue. Unless we establish long-term sales arrangements with these customers, they will have the ability to reduce or discontinue their purchases of our products on short notice.

We expect to rely on our customers to market and sell finished goods that incorporate our products and components, a process over which we will have little control.

Our future revenue growth and ultimate profitability will depend in part on the ability of our customers to successfully market and sell their finished goods that incorporate our products. We will have little control over our customers’ marketing and sales efforts. These marketing and sales efforts may be unsuccessful for various reasons, any of which could hinder our ability to increase revenue or achieve profitability. For example, our customers may not have or devote sufficient resources to develop, market, and sell their finished goods that incorporate our products. Because we typically will not have exclusive sales arrangements with our customers, they will not be precluded from exploring and adopting competing technologies. Also, products incorporating competing technologies may be more successful for reasons unrelated to the performance of our customers’ products or the marketing efforts of our customers.

Our growth depends on our ability to identify, develop, and commercialize new applications for our technology.

Our future growth and success will depend in part on our ability to identify, develop, and commercialize, either alone or in conjunction with our customers, new applications and uses for Liquidmetal alloys. If we are unable to identify and develop new applications, we may be unable to develop new products or generate additional revenue. Successful development of new applications for our products may require additional investment, including costs associated with research and development and the identification of new customers. In addition, difficulties in developing and achieving market acceptance of new products would harm our business.

We may not be able to effectively compete with current suppliers of incumbent materials or producers of competing products.

The future growth and success of our bulk amorphous alloy business will depend in part on our ability to establish and retain a technological advantage over other materials for our targeted applications. For many of our targeted applications, we will compete with manufacturers of similar products that use different materials. These different materials may include plastics, titanium alloys, or stainless steel, among others. For example, we have targeted the cellular phone component market as an application for bulk Liquidmetal alloys. In this market, we believe we will compete with other manufacturers of cellular phone components who use plastics or metal to construct their components. These other manufacturers may be able to manufacture their cellular phone components, particularly those made from plastics, at significantly less cost than our alloys. In other markets, we will compete directly with suppliers of the incumbent material. In addition, in each of our targeted markets, our success will depend in part on the ability of our customers to compete successfully in their respective markets. Thus, even if we are successful in replacing an incumbent material in a finished product, we will remain subject to the risk that our customer will not compete successfully in its own market.

Our bulk amorphous alloy technology is still at an early stage of commercialization relative to many other materials.

Our bulk amorphous alloy technology is a relatively new technology as compared to many other material technologies, such as plastics and widely-used high-performance crystalline alloys. Historically, the successful commercialization of a new materials technology has required the persistent improvement and refining of the technology over a sometimes lengthy period of time. Accordingly, we believe that our Company's future success will be dependent on our ability to continue expanding and improving our technology platform by, among other things, constantly refining and improving our manufacturing processes, optimizing our existing amorphous alloy compositions for various applications, and developing and improving new bulk amorphous alloy compositions. Our failure to further expand our technology base could limit our growth opportunities and hamper our commercialization efforts.

Future advances in materials science could render Liquidmetal alloys obsolete.

Academic institutions and business enterprises frequently engage in the research and testing of new materials, including alloys and plastics. Advances in materials science could lead to new materials that have a more favorable combination of performance, processing, and cost characteristics than our alloys. The future development of any such new materials could render our alloys obsolete and unmarketable or may impair our ability to compete effectively.

Our growth depends upon our ability to retain and attract a sufficient number of qualified employees.

Our business is based upon the commercialization of a new and unique materials technology. Our future growth and success will depend in part on our ability to retain key members of our management and scientific staff, who are familiar with this technology and the potential applications and markets for it. For example, as a result of their experience and knowledge of our alloy technology, we believe that our future growth and success will depend in large part on the efforts of John Kang, our Chairman of the board of directors, and Dr. Atakan Peker, our Vice President of Technology. We do not have "key man" or similar insurance on any of these individuals. If we lose their services or the services of other key personnel, our financial results or business prospects may be harmed. Additionally, our future growth and success will depend in part on our ability to attract, train, and retain scientific engineering, manufacturing, sales, marketing, and management personnel. We cannot be certain that we will be able to attract and retain the personnel necessary to manage our operations effectively. Competition for experienced executives and scientists from numerous companies and academic and other research institutions may limit our ability to hire or retain personnel on acceptable terms. In addition, many of the companies with which we compete for experienced personnel have greater financial and other resources than we do. Moreover, the employment of non-citizens may be restricted by applicable immigration laws.

On December 15, 2005, an indictment naming as defendants ten former officers and directors of Medical Manager Corporation, including our Chairman, John Kang, was filed in the United States District Court for the District of South Carolina (Beaufort Division). Medical Manager Corporation was a publicly traded company in which Mr. Kang was formerly the President and Chief Executive Officer. Mr. Kang was charged in counts for conspiracy to commit securities fraud, conspiracy to commit mail fraud and conspiracy to launder money instruments relating to a series of acquisitions that were made by Medical Manager during the years 1996 through 2003, the accounting practices of Medical Manager during that time frame, and the filing of various financial statements during that time frame. Although the indictment is unrelated to Mr. Kang's service as a director and officer of our company, Mr. Kang resigned as our President and Chief Executive Officer on December 30, 2005; however, he continues to serve as Chairman of the Board of our company and continues to work for the company on a full-time basis. Mr. Kang as pled "not guilty" to the indictment and plans to contest the charges vigorously. At this time, however, we cannot estimate the potential impact on our company, if any, that might result from these charges.

We may not be able to successfully identify, consummate, or integrate strategic partnerships.

As a part of our business strategy, we intend to pursue strategic partnering transactions that provide access to new technologies, products, markets, and manufacturing capabilities. These transactions could include licensing agreements, joint ventures, or even business combinations. We believe that these transactions will be particularly important to our future growth and success due to the size and resources of our company and the newness of our technology. For example, we may determine that we may need to license our technology to a larger manufacturer in order to penetrate a particular

market. In addition, we may pursue transactions that will give us access to new technologies that are useful in connection with the composition, processing, or application of Liquidmetal alloys. We may not be able to successfully identify any potential strategic partnerships. Even if we do identify one or more potentially beneficial strategic partnering, we may not be able to consummate these transactions on favorable terms or obtain the benefits we anticipate from such a transaction.

We may encounter manufacturing problems or delays or may be unable to produce high-quality products at acceptable costs.

We have relatively limited experience in manufacturing our products and may be required to manufacture a range of products in high volumes while ensuring high quality and consistency. Although we currently own and operate a 166,000 square feet and a 14,400 square feet manufacturing facilities in South Korea and China, respectively, we cannot guarantee that these facilities will be able to produce the intended products with production yields, quality controls, and production costs that provide us with acceptable margins or profitability or satisfy the requirements of our customers.

We expect to derive a substantial portion of our revenue from sales outside the United States, and problems associated with international business operations could affect our ability to manufacture and sell our products.

We expect that we will continue to manufacture a substantial portion of our initial bulk Liquidmetal alloy products in our South Korean facility and derive a material portion of our revenues from customers in South Korea. For our fiscal years ended December 31, 2005, 2004, and 2003, approximately 31%, 54%, and 34% of our revenues came from customers located in South Korea, respectively. As a result, our manufacturing operations and financial results are subject to risks of political instability, including the risk of conflict between North Korea and South Korea and tensions between the United States and North Korea. In addition, we anticipate that the trend of foreign customers accounting for a significant portion of our total revenues may continue. Specifically, we expect to continue to derive a significant amount of revenue from sales to customers located in Asia. A downturn in the economies of Asian countries where our products will be sold, particularly South Korea's economy, could materially harm our business.

Consequently, our operations and revenue likely will be subject to a number of risks associated with foreign commerce, including:

- staffing and managing our manufacturing facility located in South Korea and post-processing facility located in China;
- product or material transportation delays or disruption, including the availability and costs of air and other transportation between our South Korean and Chinese facilities and the United States;
- political and economic instability, including instability involving China and North Korea that may disrupt our operations in China and South Korea;
- potentially adverse tax consequences, which may reduce the profitability of products manufactured overseas or sold to overseas customers;
- burden of complying with complex foreign laws and treaties, which could limit our ability to conduct our business as contemplated in South Korea and China; and
- trade protection laws, policies, and measures and other regulatory requirements affecting trade and investment that could adversely affect the profitability of our South Korean and Chinese Operations, including loss or modification of exemptions for taxes and tariffs.

Moreover, customers may sell finished goods that incorporate our components and products outside of the United States, which exposes us indirectly to additional foreign commerce risks.

A substantial increase in the price or interruption in the supply of raw materials for our alloys could have an adverse effect on our profitability.

Our proprietary alloy compositions are comprised of many elements, all of which are available commodity products. Although we believe that each of these raw materials is currently readily available in sufficient quantities from multiple sources on commercially acceptable terms, if the prices of these materials substantially increases or there is an interruption

in the supply of these materials, such increase or interruption could adversely affect our profitability. For example, if the price of one of the elements included in our alloys substantially increases, we may not be able to pass the price increase on to our customers.

Our business is subject to the potential adverse consequences of exchange rate fluctuations.

We expect to conduct business in various foreign currencies and will be exposed to market risk from changes in foreign currency exchange rates and interest rates. Fluctuations in exchange rates between the U.S. dollar and such foreign currencies may have a material adverse effect on our business, results of operations, and financial condition and could specifically result in foreign exchange gains and losses. The impact of future exchange rate fluctuations on our operations cannot be accurately predicted. To the extent that the percentage of our non-U.S. dollar revenue derived from international sales increases in the future, our exposure to risks associated with fluctuations in foreign exchange rates will increase further. Moreover, as a result of operating a manufacturing facility in South Korea, a substantial portion of our costs are and will continue to be denominated in the South Korean won. Adverse changes in the exchange rates of the South Korean won to the U.S. dollar will affect our costs of goods sold and operating margins and could result in exchange losses. The average foreign exchange rates for the years ended December 31, 2005, 2004, and 2003 were 1,028, 1,151, and 1,195 South Korean Won to the U.S. dollar, respectively. The fluctuations in the exchange rates resulted in foreign currency translation gains of $0.3 million, $1.7 million, and $0.2 million for the years ended December 31, 2005, 2004, and 2003, respectively.

Our inability to protect our licenses, patents, and proprietary rights in the United States and foreign countries could harm our business because third parties may take advantage of our research and development efforts.

We have an exclusive license from Caltech to several patents and patent applications relating to amorphous alloy technology, and we have obtained several of our own patents. We also have the exclusive right to Caltech's inventions, proprietary information, know-how, and other technology relating to bulk amorphous alloys existing as of September 1, 2001. Our success depends in part on our ability to obtain and maintain patent and other proprietary right protection for our technologies and products in the United States and other countries. If we are unable to obtain or maintain these protections, we may not be able to prevent third parties from using our proprietary rights. Specifically, we must:

- protect and enforce our license agreement with Caltech and our own patents and intellectual property;
- exploit our license of the patented technology under our license agreement with Caltech as well as our own patents; and
- operate our business without infringing on the intellectual property rights of third parties.

Caltech owns several issued United States patents covering the composition and method of manufacturing of the family of Liquidmetal alloys. We also hold several United States and corresponding foreign patents covering the manufacturing processes of Liquidmetal alloys and their use. The patents relating to our coatings expire on various dates between 2005 and 2022, and those relating to our bulk amorphous alloys between 2013 and 2025. If we are unable to protect our proprietary rights prior to the expiration of these patents, we may lose the advantage we have established as being the first to market bulk amorphous alloy products. In addition, the laws of some foreign countries do not protect proprietary rights to the same extent as the laws of the United States, and we may encounter significant problems and costs in protecting our proprietary rights in these foreign countries.

Patent law is still evolving relative to the scope and enforceability of claims in the fields in which we operate. Our patent protection involves complex legal and technical questions. Our patents and those patents for which we have license rights may be challenged, narrowed, invalidated, or circumvented. We may be able to protect our proprietary rights from infringement by third parties only to the extent that our proprietary technologies are covered by valid and enforceable patents or are effectively maintained as trade secrets. Furthermore, others may independently develop similar or alternative technologies or design around our patented technologies. Litigation or other proceedings to defend or enforce our intellectual property rights could require us to spend significant time and money and could otherwise adversely affect our business.

Other companies may claim that we infringe their intellectual property rights, which could cause us to incur significant expenses or prevent us from selling our products.

Our success depends, in part, on our ability to operate without infringing on valid, enforceable patents or proprietary rights of third parties and not breaching any licenses that may relate to our technology and products. Future patents issued to third parties may contain claims that conflict with our patents and that compete with our products and technologies, and third parties could assert infringement claims against us. Any litigation or interference proceedings, regardless of their outcome, may be costly and may require significant time and attention of our management and technical personnel. Litigation or interference proceedings could also force us to:

- stop or delay using our technology;
- stop or delay our customers from selling, manufacturing or using products that incorporate the challenged intellectual property;
- pay damages; or
- enter into licensing or royalty agreements that may be unavailable on acceptable terms.

Our level of indebtedness reduces our financial flexibility and could impede our ability to operate.

As of December 31, 2005, our long-term debt was $15.1 million, including the current portion of such debt. Our long-term debt (including the current portion) includes the following:

- $2.8 million in principal outstanding under our Korean subsidiary’s loan from Kookmin Bank of South Korea;
- $2.4 million in principal outstanding under convertible notes issued in our August 19, 2004 private exchange; and
- $9.9 million in principal outstanding under convertible notes issued in our August 2, 2005 private placement.

Under our loan from Kookmin Bank, we are obligated to make equal monthly payments of principal and interest of $0.11 million each through the period ending in September 2007. Under our 6% Senior Secured Notes due July 2007 and 7% Senior Secured Notes due August 2007, we are required to make cash interest payments to the noteholders of $0.22 million per quarter until such notes are converted or paid. Unless such notes are converted, the $2.4 million in aggregate principal amount under our 6% Senior Secured Notes due July 2007 will become due in July 2007, provided that the holders of such notes may demand payment thereunder in July 2006. The $9.9 million in aggregate principal amount under our 7% Senior Secured Notes due August 2007 will become due in August 2007.

Our level of debt affects our operations in several important ways, including the following:

- a significant portion of our cash flow from operations is likely to be dedicated to the payment of the principal of and interest on our indebtedness;
- we may be unable to refinance our indebtedness on terms acceptable to us or at all;
- our cash flow may be insufficient to meet our required principal and interest payments; and
- we may be unable to obtain additional loans as a result of covenants and agreements with existing debt holders.

In addition, our convertible notes and related documents contain restrictive covenants pursuant to which we generally may not (i) incur any indebtedness that would be senior to, or on the same rank as, the convertible notes with respect to payment or security, (ii) grant any liens or security interests in any of our assets which serve as collateral for the convertible notes (which collateral consists of substantially all of our assets), (iii) with certain exceptions, sell any of the assets that constitute collateral for the notes, (iv) become a guarantor for a third-party’s obligation (other than guarantees in the ordinary course of business not in excess of $500,000 in the aggregate), (v) acquire any shares or securities of any other person or entity in excess of an aggregate of $1.0 million over any rolling 12-month period, (vi) purchase or otherwise acquire any assets in excess of an aggregate of $3.0 million over any rolling 12-month period, (vii) engage in any transaction resulting in the issuance to any person of more than 40% of the equity of our company, or (viii) engage in any

merger or sale of all or substantially all of our business assets. These covenants may curtail our ability to raise capital in the future or otherwise restrict our ability to enter into a transaction that we believe would be in the best interest of our stockholders.

If we default on the convertible notes that we have issued, the noteholders may accelerate the amounts due under such notes and may foreclose on the security interests that secure the notes.

As of December 31, 2005, we had approximately $12.3 million in principal amount of convertible notes outstanding. Approximately $2.4 million in principal amount of convertible notes will become due in July 2007, with the balance becoming due in August 2007. Interest on our convertible notes is payable quarterly in cash. These notes are secured by substantially all of the assets of our company. We will be deemed to be in default under these notes if we fail to pay any principal or interest when it becomes due, and we will also be deemed to be in default if we breach any other material provision of our other agreements with the noteholders and we fail to cure such breach within thirty days of notice of default. Upon a default under these notes, the noteholders have the right to accelerate the maturity date of the notes and demand that they be immediately repaid by us. If we fail to pay such notes, either at maturity or upon acceleration, then the noteholders may elect to foreclose upon the assets securing the notes.

We have not complied with Section 404 of the Sarbanes-Oxley Act of 2002 for our fiscal years ended December 31, 2005, and 2004.

As directed by Section 404 of the Sarbanes-Oxley Act of 2002, or SOX, the SEC has adopted rules requiring public companies to include a report of management on the company's internal controls over financial reporting in their annual reports on Form 10-K. In addition, the public accounting firm auditing a public company's financial statements must attest to and report on management's assessment of the effectiveness of the company's internal controls over financial reporting. Although these requirements were first applicable to our annual report on Form 10-K for our fiscal year ending December 31, 2004, we were unable to comply with these requirements for such fiscal year. As disclosed in our amended Form 10-K filed with the SEC on May 10, 2005, the time and resources necessary to complete the restatement of prior periods' financial statements delayed our ability to complete the internal documentation, assessment and evaluation of internal control over financial reporting, all of which are required to be undertaken to comply with Section 404 of SOX. This delay prevented our independent auditor from being able to satisfactorily complete a timely audit of our internal control over financial reporting as of December 31, 2004. As a result, investors may not be able to rely on our financial statements for the fiscal year ended December 31, 2004 and 2005.

Due to these delays, we and our independent auditor determined that it would not be possible to complete the management's assessment and auditor's audit of our internal controls over financial reporting as of December 31, 2004, and accordingly our independent auditor has issued a disclaimer of opinion with respect to our internal control over financial reporting as of December 31, 2004, and such disclaimer was filed with our amended Form 10-K filed on May 10, 2005. The filing of this disclaimer does not comply with the SEC's rules and regulations under Section 404, and this noncompliance has resulted in us being in violation of Section 13(a) under the Securities Exchange Act of 1934. Section 13(a) establishes the general requirement that public companies must file with the SEC, in accordance with such rules and regulations as the SEC may prescribe, such information, documents, and reports as the SEC may from time to time require for the protection of investors, including Form 10-Ks and 10-Qs.

In general, the SEC has broad authority under the Securities Exchange Act of 1934 to institute investigations, to seek injunctions, to seek monetary penalties, and to otherwise pursue enforcement actions for violations of Section 13(a), including a failure to file a Form 10-K or for the omission of necessary statements in a Form 10-K. Therefore, a violation under Section 404 of SOX or Section 13(a) of the Securities Exchange Act of 1934 could potentially subject an issuer to these same investigations and penalties. Section 404 of SOX is a relatively new legal requirement, and there is very little precedent establishing the consequences or appropriate response to a public company's failure to comply with Section 404. Accordingly, although we have discussed our Section 404 noncompliance with the SEC, we cannot predict what action, if any, the SEC may take against our company as a result of a failure to be compliant with our obligations under Section 404 of SOX or Section 13(a) of the Securities Exchange Act of 1934.

Effective December 27, 2005, the SEC announced final rulings on revisions to accelerated filer definition and deadlines for periodic reports. The ruling revised the definition of the term "accelerated filer" to permit an accelerated filer that has voting and non-voting common equity held by non-affiliates of less than $50 million to exit accelerated filer status at the end of the fiscal year in which its equity falls below $50 million and to file its annual report for that year and subsequent periodic reports on a non-accelerated basis. As of the fiscal year ended December 31, 2005, we are considered an accelerated filer and are required to comply with SOX 404 requirements for the 2005 fiscal year.

In addition to the foregoing, although our common stock was admitted to the OTC Bulletin Board for quotation on June 15, 2005, as a result of our noncompliance with Section 404 for our 2005 fiscal year, it may not have been appropriate for the OTC Bulletin Board to admit our common stock for quotation on June 15, 2005. Consequently, there is no assurance that our common stock will remain eligible for quotation on the OTC Bulletin Board.

The Company has devoted significant amount of financial and internal resources during 2005 and early part of 2006 to ensure compliance with SOX 404, and on January 16, 2006, Company's management believes that the Company has substantially completed its documentation, assessment and evaluation of its internal controls over financial reporting as of December 31, 2005. However, our independent auditors, Stonefield Josephson Inc., resigned on December 1, 2005, and on January 20, 2006, the Company hired Choi, Kim & Park LLP ("CKP") as its new independent registered public accounting firm. While the Company has advised CKP of the foregoing weaknesses in internal controls, due to the untimeliness of the foregoing events, CKP was unable to satisfactorily complete their audit of the Company's internal control over financial reporting pursuant to SOX 404, and thus, have issued a disclaimer of an opinion on the company's internal control over financial reporting as of December 31, 2005. The Company's management will continue to monitor potential changes in the legal and regulatory requirements of SOX 404, particularly the requirements for small public companies.

We have identified material weaknesses in our internal control over financial reporting and have determined that our disclosure controls and procedures are not effective.

Our former independent auditors, Stonefield Josephson, Inc., have notified the Audit Committee of our Board of Directors that they believed there were reportable conditions during 2004 and 2005 which constituted material weaknesses in our internal controls. The following material weaknesses have been identified:

- Lack of adequate segregation of duties in our South Korean operations in accounts receivable involving cash receipts, shipping, delivery of products and customer invoice reconciliations.
- Lack of adequate segregation of duties in our Coatings Division in Texas in order processing and invoicing.
- Lack of adequate controls and documentation in our South Korean operations to evidence proper customer invoicing and revenue recognition in the proper period.
- Lack of progress in documenting, assessing and evaluating our internal controls in our South Korean operations.
- Lack of controls over internal access to our SAP system of reporting by unauthorized users.

- Manual performance of numerous procedures that could be automated using current reporting systems.

In addition to the foregoing, after a review of our operating results for the fiscal year ended December 31, 2004 and for the quarters ended March 31, 2005, June 30, 2005, and September 30, 2005, and pursuant to Rule 13a-15 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), our Chief Executive Officer and our Chief Financial Officer have determined that, as of each such date, our disclosure controls and procedures were not effective to provide reasonable assurance that information that we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms. Our management reached this conclusion based on the above-described material weaknesses.

Effective internal control over financial reporting and disclosure controls and procedures are necessary for us to provide reliable financial reports and effectively prevent fraud and to operate successfully as a public company. We have in the past discovered, as described above, and may in the future discover, areas of our disclosure and internal controls that need improvement. We are in the process of addressing these issues to ensure that our internal control over financial reporting and disclosure controls and procedures are improved so as to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission rules and forms. If, however, we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed.

We cannot be certain that our efforts to improve the material weaknesses in our internal control over financial reporting and the ineffectiveness of our disclosure controls and procedures will be successful or that we will be able to maintain adequate controls over our financial processes and reporting in the future. We will need to commit substantial resources,

including substantial time from our management team’s accounting personnel and from external consultants, to implement and integrate into our organization improved disclosure controls and additional procedures generally and to improve systems to report financial information on a timely basis. Any failure or delay to develop or maintain effective controls, or difficulties encountered in their implementation or in other effective improvement of our internal and disclosure controls could materially harm our operating results or cause us to fail to meet our reporting obligations. Ineffective internal and disclosure controls could also cause investors to lose confidence in our reported financial information, which would likely have a significant negative effect on the trading price of our securities.

The restatement of our 2003 and 2002 consolidated financial statements has had a material adverse impact on us.

We previously determined that our consolidated financial statements for the years ended December 31, 2003 and 2002, as described in more detail in Note 2 to our consolidated financial statements included in the form 10-K for the year ended December 31, 2003, filed on November 10, 2004, should be restated. As a result of this restatement, we have become subject to a number of additional risks and uncertainties.

- We incurred substantial unanticipated costs for accounting and legal fees in 2004 in connection with the restatement.

- Due to the time and resources necessary to complete the restatement, we and our independent auditor determined that it was not possible to complete the management’s assessment and auditor’s audit of our internal controls over financial reporting as of December 31, 2004, as required by Section 404 of the Sarbanes-Oxley Act of 2002, and, accordingly, our independent auditor issued a disclaimer of opinion with respect to our internal control over financial reporting for such year. Our failure to comply with these requirements has resulted in us being in violation of Section 13(a) of the Securities Exchange Act of 1934.

- The restatement has resulted in a series of stockholder class action and derivative lawsuits against us. See “Risk Factors — We are currently a defendant in several stockholder class-action lawsuits and derivative actions.”

We are currently a defendant in several stockholder class-action lawsuits and derivative actions.

We and certain of our present and former officers and directors were named as defendants in nine purported class action complaints filed in the United States District Court for the Middle District of Florida, Tampa Division, and the Central District of California, Southern Division, alleging violations of Sections 11 and 15 of the Securities Act of 1933 and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. In August 2004, four complaints were consolidated in the Middle District of Florida under the caption *Primavera Investors v. Liquidmetal Technologies, Inc., et al.*, Case No. 8:04-CV-919-T-23EAJ. John Lee, Chris Cowley, Dwight Mamanteo, Scott Purcell and Mark Rabold were appointed co-lead plaintiffs (the “Lead Plaintiffs”), but Mr. Mamanteo later withdrew. In September 2004, the five complaints filed in the Central District of California were transferred to the Middle District of Florida for consolidation with the *Primavera Investors* action. The Lead Plaintiffs served their Consolidated Amended Class Action Complaint on January 12, 2005. The Amended Complaint alleges that the Prospectus issued in connection with our initial public offering in May 2002 contained material misrepresentations and omissions regarding our historical financial condition and regarding a personal stock transaction by our former chief executive officer. The Lead Plaintiffs further generally allege that during the proposed Class Period of May 21, 2002, through May 13, 2004, the defendants engaged in improper revenue recognition with respect to certain of our business transactions, failed to maintain adequate internal controls, and knowingly disclosed unrealistic but favorable information about market demand for and commercial viability of our products to artificially inflate the value of our stock. The Amended Complaint seeks unspecified compensatory damages and other relief. We, along with other defendants, filed a Motion to Dismiss Plaintiffs’ Consolidated Amended Class Action Complaint in March 2005. The Motion to Dismiss was denied in December 2005, and the defendants served their Answer and Affirmative Defenses to the Consolidated Amended Class Action Complaint on December 16, 2005. The Lead Plaintiffs Motion for Class Certification is presently due April 2006. We intend to vigorously defend against the class action. We cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of possible loss, which could be material. The resolution of this lawsuit may harm our business and have a material adverse impact on our financial condition.

In addition to the above, certain of our present and former officers and directors, as well as the company as a nominal defendant, have been named in three shareholder derivative actions. Two shareholder derivative complaints were filed in California state court styled *Brian Clair, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et* *al.*, Case No. 04CC00551, and *Joseph Durgin, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et al.*, Case No. 04CC00553, both commenced in the Superior Court of Orange County, California. A third shareholder derivative complaint was filed in the United States District Court for the Middle District of Florida, Tampa Division, styled *Robert Story v. John Kang, et al.*, Case No. 8:04-CV-1587-T-23TBM. These shareholder derivative lawsuits allege that the defendants breached various fiduciary duties and otherwise violated state law based primarily upon the same underlying facts and circumstances as alleged in the federal shareholder class action. The plaintiffs seek unspecified compensatory damages, restitution and disgorgement of profits, equitable and/or injunctive relief as permitted by law and other relief.

The two shareholder derivative complaints in California state court have been consolidated. We, along with other defendants, have thrice succeeded in having the Plaintiffs' complaints dismissed for their failure to adequately plead demand futility. Most recently, on September 15, 2005, we, along with other defendants, filed a demurrer to the Plaintiffs' Consolidated Second Amended Shareholder Derivative Complaint dated August 16, 2005. In hearings on October 19, 2005, and January 20, 2006, the presiding judge sustained the demurrer, dismissing the second amended complaint but giving the plaintiffs until February 3, 2006, within which to serve a third amended complaint. The plaintiffs filed their Consolidated Third Amended Shareholder Derivative Complaint on February 3, 2006. We anticipate filing a demurer, seeking dismissal of the third amended complaint.

In the Florida derivative action, the Plaintiff filed a First Amended Shareholder Derivative Complaint on November 22, 2004. We, along with other defendants, filed a Motion to Dismiss in December 2004, to which the Plaintiff responded in opposition in February 2005. On January 20, 2006, the presiding judge granted our Motion to Dismiss, dismissing the complaint based upon the plaintiff's failure to adequately plead futility. On February 17, 2006, the plaintiff filed its Notice of Appeal of the Court's Order granting the Motion to Dismiss. We intend to vigorously defend against the derivative actions. We cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of possible loss, which could be material. The resolution of this lawsuit may harm our business and have a material adverse impact on our financial condition.

Evolving regulation of corporate governance and public disclosure may result in additional expenses and continuing uncertainty.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002 and new SEC regulations, are creating uncertainty for public companies. As a result of these new rules and the size and limited resources of our company, we will incur additional costs associated with our public company reporting requirements, and we may not be able to comply with some of these new rules. For example, we have not been able to comply with Section 404 of the Sarbanes-Oxley Act of 2002 for our 2005 and 2004 fiscal years. In addition, these new rules could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and this could make it difficult for us to attract and retain qualified persons to serve on our board of directors.

We are presently evaluating and monitoring developments with respect to new and proposed rules and cannot predict or estimate the amount of the additional costs we may incur or the timing of such costs. These new or changed laws, regulations, and standards are subject to varying interpretations, in many cases due to their lack of specificity, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

We are committed to maintaining high standards of corporate governance and public disclosure. As a result, we intend to invest resources to comply with evolving laws, regulations, and standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new or changed laws, regulations, and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, regulatory authorities may initiate legal proceedings against us and we may be harmed.

The time and cost associated with complying with government regulations to which we could become subject could have a material adverse effect on our business.

Some of the applications that we have identified or may identify in the future may be subject to government regulations. For example, any medical devices such as precision ophthalmic instruments and orthopedic devices made from our alloys likely will be subject to extensive government regulation in the United States by the Food and Drug Administration, or FDA. Any medical device manufacturers to whom we sell Liquidmetal alloy products may need to comply with FDA requirements, including premarket approval or clearance under Section 510(k) of the Food Drug and Cosmetic Act before

marketing in the United States Liquidmetal alloy medical device products. These medical device manufacturers may be required to obtain similar approvals before marketing these medical devices in foreign countries. Any medical device manufacturers with which we jointly develop and sell medical device products may not provide significant assistance to us in obtaining required regulatory approvals. The process of obtaining and maintaining required FDA and foreign regulatory approvals could be lengthy, expensive, and uncertain. Additionally, regulatory agencies can delay or prevent product introductions. The failure to comply with applicable regulatory requirements can result in substantial fines, civil and criminal penalties, stop sale orders, loss or denial of approvals, recalls of products, and product seizures.

In addition, the processing of beryllium, a minor constituent element of some of our alloys, can result in the release of beryllium into the workplace and the environment and in the creation of beryllium oxide as a by-product. Beryllium is classified as a hazardous air pollutant, a toxic substance, a hazardous substance, and a probable human carcinogen under environmental, safety, and health laws, and various acute and chronic health effects may result from exposure to beryllium. We are required to comply with certain regulatory requirements and to obtain a permit from the U.S. Environmental Protection Agency or other government agencies to process beryllium. Our failure to comply with present or future governmental regulations related to the processing of beryllium could result in suspension of manufacturing operations and substantial fines or criminal penalties.

To the extent that our products have the potential for dual use, such as military and non-military applications, they may be subject to import and export restrictions of the U.S. government, as well as other countries. The process of obtaining any required U.S. or foreign licenses or approvals could be time-consuming, costly, and uncertain. Failure to comply with import and export regulatory requirements can lead to substantial fines, civil and criminal penalties, and the loss of government contracting and export privileges.

The existence of minority stockholders in our Liquidmetal Golf subsidiary creates potential for conflicts of interest.

We directly own 79% of the outstanding capital stock of Liquidmetal Golf, our subsidiary that has the exclusive right to commercialize out technology in the golf market. The remaining 21% of Liquidmetal Golf stock is owned by approximately 95 stockholders of record. As a result, conflicts of interest may develop between us and the minority stockholders of Liquidmetal Golf. To the extent that our officers and directors are also officers or directors of Liquidmetal Golf, matters may arise that place the fiduciary duties of these individuals in conflicting positions. John Kang, our Chairman, President, and Chief Executive Officer, is also director of Liquidmetal Golf. In addition, James Kang, Founder and Director, is also a director of Liquidmetal Golf.

Our stock price has experienced volatility and may continue to experience volatility.

During 2005, the highest bid price for our common stock was $2.85 per share, while the lowest bid price during that period was $0.64 per share. The trading price of our common stock could continue to fluctuate widely due to:

- quarter-to-quarter variations in results of operations;
- loss of a major customer;
- announcements of technological innovations by us or our potential competitors;
- changes in, or our failure to meet, the expectations of securities analysts;
- new products offered by us or our competitors;
- announcements of strategic relationships or strategic partnerships; or
- other events or factors that may be beyond our control.

In addition, the securities markets in general have experienced extreme price and trading volume volatility in the past. The trading prices of securities of many companies at our stage of growth have fluctuated broadly, often for reasons unrelated to the operating performance of the specific companies. These general market and industry factors may adversely affect the trading price of our common stock, regardless of our actual operating performance. If our stock price is volatile, we could face securities class action litigation, which could result in substantial costs and a diversion of management’s attention and resources and could cause our stock price to fall.

Our convertible notes and warrants contain anti-dilution provisions that, if triggered, could cause substantial dilution to our then-existing stockholders.

As of December 31, 2005, we had outstanding approximately $2.4 million in aggregate principal amount of July 2007 Notes with a conversion price of $1.00 per share and $9.9 million in aggregate principal amount of August 2007 Notes with a conversion price of $2.00 per share. We also had outstanding warrants to purchase up to 563,151 shares of our common stock at an exercise price of $2.73 per share and warrants to purchase an aggregate of 3,777,715 shares at an exercise price of $2.00 per share. Each of these notes and warrants contain weighted-average anti-dilution provisions whereby, if we issue shares in the future for consideration below such conversion or exercise prices, then (with certain exceptions, including the issuance of stock options) the conversion price for our convertible notes would automatically be reduced (allowing the holders of the notes to receive additional shares of common stock upon conversion) and the exercise price of the warrants would automatically be reduced. Further, the warrants from our outstanding convertible Notes and the beneficial conversion features of our August 2007 Notes have been accounted for as derivatives under SFAS 133 “Accounting for Derivative Instruments and Hedging Activities” and EITF 00-19 “Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company’s Own Stock.” If our available funds and cash generated from operations are insufficient to satisfy our liquidity requirements in the future, then we may need to raise substantial additional funds in the future to support our working capital requirements and for other purposes. If shares of our common stock or securities convertible into or exercisable for our common stock are issued in consideration of such funds at an effective per share price lower than the conversion and exercise prices of our convertible notes and warrants, then these anti-dilution provisions would be triggered, thus possibly causing substantial dilution to our then-existing stockholders if the notes are converted or the warrants are exercised. Further, subsequent sales of the shares in the public market could depress the market price of our stock by creating an excess in supply of shares for sale.

We have never paid dividends on our common stock, and we do not anticipate paying any cash dividends in the foreseeable future.

We have paid no cash dividends on our common stock to date. We currently intend to retain our future earnings, if any, to fund the development and growth of our businesses, and upon the completion of this offering, we do not anticipate paying any cash dividends on our capital stock for the foreseeable future. In addition, the terms of existing or any future debts may preclude us from paying dividends on our stock. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

Antitakeover provisions of our certificate of incorporation and bylaws and provisions of applicable corporate law could delay or prevent a change of control that you may favor.

Provisions in our certificate of incorporation, our bylaws, and Delaware law could make it more difficult for a third party to acquire us, even if doing so would be beneficial to our stockholders. These provisions could discourage potential takeover attempts and could adversely affect the market price of our shares. Because of these provisions, you might not be able to receive a premium on your investment. These provisions:

- authorize our board of directors, without stockholder approval, to issue up to 10,000,000 shares of “blank check” preferred stock that could be issued by our board of directors to increase the number of outstanding shares and prevent a takeover attempt;
- limit stockholders’ ability to call a special meeting of our stockholders;

- provide for a classified board of directors; and
- establish advance notice requirements to nominate directors for election to our board of directors or to propose matters that can be acted on by stockholders at stockholder meetings.

The provisions described above could delay or make more difficult transactions involving a change in control of us or our management.

Item 1B. Unresolved Staff Comments

By a letter dated January 5, 2006, the Securities and Exchange Commission provided the following comments with respect to our Form l0-K/A for the fiscal year ended December 31, 2004 and Forms 10-Q for the fiscal quarters ended March 31, 2005, June 30, 2005 and September 30, 2005.

Form l0-K/A for the fiscal year ended December 31, 2004

General

1. Please comply with the following comments in each of your Forms 10-Q for the fiscal quarters ended March 31, 2005, June 30, 2005 and September 30, 2005:

Item 9A. Controls and Procedures, page 3

2. Amend the second paragraph to read that your evaluation of Disclosure Controls and Procedures was performed as of the end of the period covered by the report as required by Item 307 of Regulation S-K.

3. We note the conclusions of your certifying officers in the second paragraph that your disclosure controls and procedures are not effective. The description of your disclosure controls and procedures appears to be based on the definition set forth in Rule 13a-15(e) under the Exchange Act. As described, however, the description does not fully conform to that definition. Please revise accordingly. Alternatively, you may state that your certifying officers concluded that your disclosure controls and procedures, as of the end of the period covered by the report, were not effective.

4. We note the conclusions of your management regarding the effectiveness of your internal control over financial reporting. Please reconcile with the disclosure indicating that your management has not completed its assessment of your internal control over financial reporting.

5. We note the disclosure in the fourth and fifth paragraphs and have the following comments:

   - Please disclose when the material weaknesses began.
   - Please disclose in greater detail the material weaknesses and their impact on your financial statements.
   - Please disclose the specific steps you have taken to remediate the material weaknesses.
   - Please disclose the identity of the independent consulting firm you have retained and disclose the findings of this consultant.

6. Please disclose any changes in your internal control over financial reporting that occurred during the last fiscal quarter that was materially affected or is reasonably likely to materially affect your internal control over financial reporting. See Item 308(c) of Regulation S-K.

Exhibits 31.3 and 31.4

7. Amend your December 31, 2004 certifications to include the missing two sections relating to internal control over financial reporting required for accelerated filers. Also please note that the certifying officers should not include their positions in the first line of the certification. Also amend your 2005 10-Q certifications to reflect the missing sections of the certifications relating to internal control over financial reporting. See Item 601(b)(31) of Regulation S-K.

Form 10-Q for the fiscal quarter ended September 30, 2005

Item 4. Controls and Procedures. page 34

8. We note that the conclusion of your certifying officers in the third paragraph refers to the first quarter of 2005. Your certifying officers must assess the effectiveness of your disclosure controls and procedures as of the end of the period covered by the report in which the conclusion is stated. Please revise accordingly. See Item 307 of Regulation S-K.

9. We note the disclosure under the heading “Changes In Internal Controls” on page 36. Please disclose in reasonable detail the changes that were made to your internal control over financial reporting.

As of the filing of this Form 10-K for the fiscal year ended December 31, 2005, the Company addressed the foregoing comments in Amendment No. 2 to the Form l0-K for the fiscal year ended December 31, 2004 and Forms 10-Q/A for the fiscal quarters ended March 31, 2005, June 30, 2005 and September 30, 2005, all of which were filed on March 16, 2006.

Item 2. Properties

Our principal executive offices and principal research and development offices are located in Lake Forest, California and consist of approximately 30,000 square feet. This facility is occupied pursuant to a lease agreement that expires in June 2007.

In Conroe, Texas, we lease an office and warehouse for our coatings business segment. This facility, which is approximately 10,000 square feet, is leased through September 2006.

Our principal prototyping and manufacturing facility is in Pyongtaek, South Korea, and consists of approximately 166,000 square feet. We lease the land on which this facility is located, although we own the buildings, fixtures, and all personal property located on the land. The parcel of land consists of approximately four acres and is leased through 2022.

On August 2004, we entered into a 3 year lease for a post-processing facility located in Weihai, China, which consists of approximately 14,400 square feet, to facilitate our bulk alloy manufacturing.

We currently expect that the foregoing facilities will meet our anticipated internal manufacturing, research, warehousing, and administrative needs for the foreseeable future.

Item 3. Legal Proceedings

We and certain of our present and former officers and directors were named as defendants in nine purported class action complaints filed in the United States District Court for the Middle District of Florida, Tampa Division, and the Central District of California, Southern Division, alleging violations of Sections 11 and 15 of the Securities Act of 1933 and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. In August 2004, four complaints were consolidated in the Middle District of Florida under the caption *Primavera Investors v. Liquidmetal Technologies, Inc., et al.*, Case No. 8:04-CV-919-T-23EAJ. John Lee, Chris Cowley, Dwight Mamanteo, Scott Purcell and Mark Rabold were appointed co-lead plaintiffs (the "Lead Plaintiffs"), but Mr. Mamanteo later withdrew. In September 2004, the five complaints filed in the Central District of California were transferred to the Middle District of Florida for consolidation with the *Primavera Investors* action. The Lead Plaintiffs served their Consolidated Amended Class Action Complaint on January 12, 2005. The Amended Complaint alleges that the Prospectus issued in connection with our initial public offering in May 2002 contained material misrepresentations and omissions regarding our historical financial condition and regarding a personal stock transaction by our former chief executive officer. The Lead Plaintiffs further generally allege that during the proposed Class Period of May 21, 2002, through May 13, 2004, the defendants engaged in improper revenue recognition with respect to certain of our business transactions, failed to maintain adequate internal controls, and knowingly disclosed unrealistic but favorable information about market demand for and commercial viability of our products to artificially inflate the value of our stock. The Amended Complaint seeks unspecified compensatory damages and other relief. We, along with other defendants, filed a Motion to Dismiss Plaintiffs' Consolidated Amended Class Action Complaint in March 2005. The Motion to Dismiss was denied in December 2005, and the defendants served their Answer and Affirmative Defenses to the Consolidated Amended Class Action Complaint on December 16, 2005. The Lead Plaintiffs Motion for Class Certification is presently due April 2006. We intend to vigorously defend against the class action. We cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of

possible loss, which could be material. The resolution of this lawsuit may harm our business and have a material adverse impact on our financial condition.

In addition to the above, certain of our present and former officers and directors, as well as the company as a nominal defendant, have been named in three shareholder derivative actions. Two shareholder derivative complaints were filed in California state court styled *Brian Clair, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et al.*, Case No. 04CC00551, and *Joseph Durgin, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et al.*, Case No. 04CC00553, both commenced in the Superior Court of Orange County, California. A third shareholder derivative complaint was filed in the United States District Court for the Middle District of Florida, Tampa Division, styled *Robert Story v. John Kang, et al.*, Case No. 8:04-CV-1587-T-23TBM. These shareholder derivative lawsuits allege that the defendants breached various fiduciary duties and otherwise violated state law based primarily upon the same underlying facts and circumstances as alleged in the federal shareholder class action. The plaintiffs seek unspecified compensatory damages, restitution and disgorgement of profits, equitable and/or injunctive relief as permitted by law and other relief.

The two shareholder derivative complaints in California state court have been consolidated. We, along with other defendants, have thrice succeeded in having the Plaintiffs' complaints dismissed for their failure to adequately plead demand futility. Most recently, on September 15, 2005, we, along with other defendants, filed a demurrer to the Plaintiffs' Consolidated Second Amended Shareholder Derivative Complaint dated August 16, 2005. In hearings on October 19, 2005, and January 20, 2006, the presiding judge sustained the demurrer, dismissing the second amended complaint but giving the plaintiffs until February 3, 2006, within which to serve a third amended complaint. The plaintiffs filed their Consolidated Third Amended Shareholder Derivative Complaint on February 3, 2006. We anticipate filing a demurer, seeking dismissal of the third amended complaint.

In the Florida derivative action, the Plaintiff filed a First Amended Shareholder Derivative Complaint on November 22, 2004. We, along with other defendants, filed a Motion to Dismiss in December 2004, to which the Plaintiff responded in opposition in February 2005. On January 20, 2006, the presiding judge granted our Motion to Dismiss, dismissing the complaint based upon the plaintiff's failure to adequately plead futility. On February 17, 2006, the plaintiff filed its Notice of Appeal of the Court's Order granting the Motion to Dismiss. We intend to vigorously defend against the derivative actions. We cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of possible loss, which could be material. The resolution of this lawsuit may harm our business and have a material adverse impact on our financial condition.

Item 4. Submission of Matters to a Vote of Security Holders

No matters were submitted to a vote of our security holders during the fourth quarter of 2005.

PART II

Item 5. Market For Registrant's Common Equity and Related Stockholder Matters

Our common stock is currently quoted on the Nasdaq OTC Bulletin Board under the symbol "LQMT.OB." From the period July 16, 2004 through June 14, 2005, we were delisted from the Nasdaq Stock Market and our common stock was quoted on the "pink sheets". We were admitted for quotation on the Nasdaq's OTC Bulletin Board on June 15, 2005. On March 16, 2006, the last reported sales price of our common stock was $1.45 per share. As of March 16, 2006, we had 247 record holders of our common stock.

The following table sets forth, on a per share basis, the range of high and low bid information for the shares of our common stock for each full quarterly period within the two most recent fiscal years and any subsequent interim period for which financial statements are included. These quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions.

2005	High	Low
Fourth Quarter	$ 1.76	$ 0.64
Third Quarter	$ 2.15	$ 1.52
Second Quarter	$ 2.25	$ 1.28
First Quarter	$ 2.85	$ 1.10

2004	High	Low
Fourth Quarter	$ 4.00	$ 1.75
Third Quarter	$ 2.33	$ 0.71
Second Quarter	$ 3.68	$ 0.55
First Quarter	$ 4.52	$ 2.50

We have never paid a cash dividend on our common stock. We do not anticipate paying any cash dividends on our common stock in the foreseeable future, and we plan to retain our earnings to finance future growth.

Item 6. Selected Consolidated Financial Data

The following table shows our selected consolidated financial data as of and for the years ended December 31, 2001 through 2005. The selected consolidated financial data as of and for the years ended December 31, 2003, 2004 and 2005 are derived from our audited consolidated financial statements and related notes thereto include elsewhere in this annual report on Form 10-K and 2003 annual report on Form 10-K filed on November 10, 2004. The following information should be read with "Management's Discussion and Analysis of Financial Condition and Results of Operations " and our Consolidated Financial Statements and Notes thereto included elsewhere in this annual report on Form 10-K.

These statements should be read in conjunction with restatement footnote 2 in the notes to consolidated financial statements in the fiscal 2003 annual report on Form 10-K filed on November 10, 2004, which reflects the restatements of prior year transactions.

	For the Years Ended December 31,				
	2005	2004	2003	2002 (restated)	2001 (restated)
	(in thousands, except per share data)				
Consolidated Statement of Operations Data:					
Revenue	16,365	$ 17,429	$ 13,658	$ 9,138	$ 3,882
Cost of sales	15,129	12,168	18,162	5,656	1,924
Gross Profit	1,236	(5,261)	(4,504)	3,482	1,958
Operating expenses:					
Selling, general and administrative	8,534	11,591	17,729	13,099	5,239
Research and development	1,120	1,467	8,780	11,825	1,726
Impairment of goodwill	—	—	184	—	—
Impairment of long lived assets	4,487	—	2,684	—	—
Total operating expenses	14,141	13,058	29,377	24,924	6,965
Income (loss) before interest, other income, income taxes, minority interest and discontinued operations	(12,905)	(7,797)	(33,881)	(21,442)	(5,007)
Loss from extinguishments of debt	(1,247)	(1,663)	—	—	—
Change in value of warrants, net	3,985	747	—	—	—
Change in value of beneficial conversion feature	3,849	—	—	—	—
Other income	—	302	—	—	—
Interest expense, net	(4,928)	(3,566)	(86)	(603)	(1,095)
Gain on sale of marketable securities held-for-sale	—	—	1,178	832	—
Income (loss) before income taxes, minority interest and discontinued operations	(11,246)	(11,977)	(32,789)	(21,213)	(6,102)
Income taxes	—	—	—	—	—
Minority interest in loss of consolidated subsidiary	—	—	21	118	—
Income (loss) from continuing operations	(11,246)	(11,977)	(32,768)	(21,095)	(6,102)

Income (loss) from operations of discontinued operations, net	—	(749)	(964)	83	(5,973)
Gain (loss) from disposal of discontinued operations, net	—	—	127	1,556	(11,949)
Net loss	$ (11,246)	$ (12,726)	$ (33,605)	$ (19,456)	$ (24,024)
Income (loss) per share from continuing operations – basic and diluted	$ (0.27)	$ (0.29)	$ (0.79)	$ (0.54)	$ (0.18)
Weighted average common shares used to compute income (loss) per share from continuing operations – basic and diluted	41,833	41,610	41505	38,714	33,323

	As of December 31,				
	2005	2004	2003	2002 (restated)	2001 (restated)
	(in thousands, except per share data)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 1,392	$ 742	$ 3,127	$ 25,058	$ 2,230
Working capital (deficiency)	(10,154)	(10,241)	(698)	25,812	(9,573)
Total assets	21,563	28,508	30,852	24,845	6,680
Long-term debt, including current portion, net of discount	7,681	8,609	4,047	—	2,988
Shareholders’ equity (deficiency)	(1,386)	8,860	16,163	50,599	(7,504)

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This management’s discussion and analysis should be read in the conjunction with the condensed consolidated financial statements and notes included elsewhere in this report on Form 10-K.

This management’s discussion and analysis, as well as other sections of this report on Form 10-K, may contain “forward-looking statements” that involve risks and uncertainties, including statements regarding our plans, future events, objectives, expectations, forecasts, or assumptions. Any statement that is not a statement of historical fact is a forward-looking statement, and in some cases, words such as “believe,” “estimate,” “ project,” “expect,” “intend,” “may,” “anticipate,” “plans,” “seeks,” and similar expressions identify forward-looking statements. These statements involve risks and uncertainties that could cause actual outcomes and results to differ materially from the anticipated outcomes or results, and undue reliance should not be placed on these statements. These risks and uncertainties include, but are not limited to, the matters discussed under the caption “Risk Factors” in Item 1A of this report and other risks and uncertainties discussed in filings made with the Securities and Exchange Commission (including risks described in subsequent reports on Form 10-Q, Form 10-K, Form 8-K, and other filings). Liquidmetal Technologies, Inc. disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

OVERVIEW

We are a materials technology company that develops and commercializes products made from amorphous alloys. Our Liquidmetal® family of alloys consists of a variety of proprietary coatings, powders, bulk alloys, and composites that utilize the advantages offered by amorphous alloy technology. We develop, manufacture, and sell products and components from bulk amorphous alloys to customers in various industries, and we also partner with third-party licensees such as Rawlings, Head, and Socket Communications and distributors such as Matech and LLPG to develop and commercialize bulk Liquidmetal alloy products. We believe that our proprietary bulk alloys are the only commercially viable bulk amorphous alloys currently available in the marketplace. In addition to our bulk alloys, we market and sell a line of proprietary amorphous alloy-based industrial coatings under the Liquidmetal® Armacor™ coatings brand.

Amorphous alloys are unique materials that are distinguished by their ability to retain a random atomic structure when they solidify, in contrast to the crystalline atomic structure that forms in other metals and alloys when they solidify. Liquidmetal alloys possess a combination of performance, processing, and potential cost advantages that we believe will make them preferable to other materials in a variety of applications. The amorphous atomic structure of our alloys enables them to overcome certain performance limitations caused by inherent weaknesses in crystalline atomic structures, thus facilitating performance and processing characteristics superior in many ways to those of their crystalline counterparts. For example, our zirconium-titanium Liquidmetal alloys are approximately 250% stronger than commonly used titanium alloys such as Ti-6Al-4V, but they also have some of the beneficial processing characteristics more commonly associated with plastics. We believe these advantages could result in Liquidmetal alloys supplanting high-performance alloys, such as titanium and stainless steel, and other incumbent materials in a wide variety of applications. Moreover, we believe these advantages could enable the introduction of entirely new products and applications that are not possible or commercially viable with other materials.

Our revenues are derived from two principal operating segments: Liquidmetal alloy industrial coatings and bulk Liquidmetal alloy products. Liquidmetal alloy industrial coatings are used primarily as a protective coating for industrial machinery and equipment, such as drill pipe used by the oil drilling industry and boiler tubes used in coal-burning power plants. Bulk Liquidmetal alloy segment revenue includes sales of parts or components of electronic devices, medical products, and sports and leisure goods; tooling and prototype parts (including demonstration parts and test samples) for customers with products in development, product licensing and arrangements, and research and development revenue relating primarily to defense and medical applications. We expect that these sources of revenue will continue to significantly change the character of our revenue mix.

The cost of sales for our Liquidmetal coatings segment consists primarily of the costs of outsourcing our manufacturing to third parties. Consistent with our expectations, our cost of sales has been increasing over historical results as we further build our bulk Liquidmetal alloy business. Although we plan to continue outsourcing the manufacturing of our coatings, we will internally manufacture many products derived from our bulk Liquidmetal alloys.

Selling, general, and administrative expenses currently consist primarily of salaries and related benefits, severance costs, travel, consulting and professional fees, depreciation and amortization, insurance, office and administrative expenses, and other expenses related to our operations.

Research and development expenses represent salaries, related benefits expense, stock-based compensation, depreciation of research equipment, consulting and contract services, expenses incurred for the design and testing of new processing methods, expenses for the development of sample and prototype products, and other expenses related to the research and development of Liquidmetal alloys. Costs associated with research and development activities are expensed as incurred. We plan to enhance our competitive position by improving our existing technologies and developing advances in amorphous alloy technologies. We believe that our research and development efforts will focus on the discovery of new alloy compositions, the development of improved processing technology, and the identification of new applications for our alloys.

We maintain certain of our raw material inventories in amounts in excess of our operating cycle of one year due to the nature of our manufacturing process, production lead time, and the recyclability of our raw material. These inventories were classified as long-term inventory as of December 31, 2004. We have determined that its current and projected raw material requirements are not sufficient enough to warrant the use of such raw materials in the foreseeable future. As a result, we determined that the carrying value of raw materials held by its subsidiary, Liquidmetal Korea, exceeded its fair value in the amount of $2.7 million during the fiscal year 2005.

Idle equipment consists of certain equipment held by the Company for use in expansion of bulk alloy parts manufacturing. Due to excess manufacturing capacity, the Company classified the equipment as idle equipment as of December 31, 2005 and 2004. While the equipment may be used internally to meet future capacity requirements, considering our current revenue and foreseeable production requirements, we do not anticipate utilizing this equipment internally in the near future. As a result, we determined that the carrying value of idle equipment held by its subsidiary, Liquidmetal Korea, exceeded its fair value in the amount of $1.7 million during the second quarter of fiscal year 2005.

On August 4, 2004, we established a sub-assembly plant in the city of Weihai in Shandong province of China under Weihai Liquidmetal Company Limited, which is 100 percent owned by Liquidmetal Korea, to facilitate our bulk alloy manufacturing business. Weihai Liquidmetal is consolidated into Liquidmetal Technologies with all intercompany transactions eliminated.

In conjunction with the divestiture of our Dongyang and Taesung subsidiaries in March and June 2004, respectively, we decided to discontinue our equipment manufacturing business in order to conform our operations to our broader corporate business strategy. Pursuant to Accounting Principles Board Opinion No. 30, Reporting the Results of Operations — Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions, we reclassified our consolidated financial statements to reflect the discontinuation of our equipment manufacturing operations. The revenue, costs and expenses, assets and liabilities, and cash flows of the equipment manufacturing business were segregated in our financial statements.

Impairment of goodwill represents the write-down of the goodwill balance of Dongyang Yudoro (“Dongyang”), our 51% owned subsidiary in South Korea. During 2003, Dongyang experienced net losses as a result of a continuing economic downturn in markets for its machinery products. These events, along with Dongyang’s operating cash flow losses and uncertainty surrounding its future cash flows, led us to evaluate our investment for recoverability as of December 31, 2003. As a result, we determined that the carrying value of our investment in Dongyang exceeded its fair value as of December 31, 2003 in the amount of $0.2 million. In March 2004, we sold our 51% investment in Dongyang to the 49% minority stockholder.

Impairment of Long-Lived Assets consists of a write-down of the building of our manufacturing facility in South Korea on the basis that the fair value of this building was determined to be less than the book value as of December 31, 2003. Our significant operational difficulties in 2003 along with our history of operating or cash flow losses and uncertainty surrounding our future cash flows, led us to evaluate our long-lived assets for recoverability as of December 31, 2003. As a result, we determined that the carrying value of our manufacturing plant in Pyongtaek, South Korea exceeded its fair value as of December 31, 2003 in the amount of $2.7 million. The fair value of the building was based on the average of two independent appraisals of the building obtained in the first quarter of 2004.

On May 21, 2003, we completed a reincorporation by transitioning from a California corporation to a Delaware corporation. The reincorporation was effected through the merger of the former California entity into a newly created wholly owned Delaware subsidiary. The reincorporation changed the legal domicile of our company but did not result in any change to our business, management, employees, fiscal year, assets or liabilities, or location of facilities. As part of the reincorporation, each share of the California corporation was automatically converted into one share of the Delaware corporation. In addition, total authorized shares decreased from 200,000,000 shares to 100,000,000 shares.

The following discussion and analysis of our financial condition and results of operations focuses on the historical results of our continuing operations and reflects the effect of restating our 2002 and 2003 (2003 quarterly filings) financial statements for proper revenue recognition as disclosed in Note 2 in the notes to the consolidated financial statements in the fiscal 2003 annual report on Form 10-K filed on November 10, 2004.

Results of Operations

Comparison of the years ended December 31, 2005 and 2004

Revenue. Revenue decreased to $16.4 million in the twelve months ended December 31, 2005 from $17.4 million in the twelve months ended December 31, 2004. The decrease included a $2.6 million decrease from restatement of revenues from 2003 to 2004 as part of our 2003 financial statement restatement which resulted in one-time recognition of revenues during the first quarter of 2004, and $0.9 million decrease from our research and development services related primarily to reduced activity from defense, leisure, and luxury goods applications during 2005. The decreases were offset by a $0.4 million increase in bulk alloy parts primarily to increased sales to sporting goods manufacturers and $1.9 million increase from sale of our coatings products from increased demand for drill pipe coatings during 2005.

Cost of Sales. Cost of sales increased to $15.1 million, or 92% of revenue, during the twelve months ended December 31, 2005 from $12.2 million, or 70% of revenue, in the twelve months ended December 31, 2004. The increase was a result of decreases in bulk Liquidmetal alloy business. Cost of sales as a percentage of revenue has increased as a result of ramp up of lower margin electronic casing and prototypes during the year. Further, significant portion of our manufacturing costs continue to remain fixed. We believe that higher manufacturing volumes and greater mix of higher margin products in the future will cause the gross profit to improve over time. The cost to manufacture parts from our bulk Liquidmetal alloys is variable and differs based on the unique design of each product. However, the cost of sales for the products sold by the coatings business segment is generally consistent because the Liquidmetal coatings products are produced by third parties and sold wholesale to various industries.

Selling, General, and Administrative Expenses. Selling, general, and administrative expenses decreased to $8.5 million, or 52% of revenue, in the twelve months ended December 31, 2005 from $11.6 million, or 67% of revenue, in the twelve months ended December 31, 2004. This decrease was primarily a result of decrease in professional and contracted services of $1.8 million, decrease in advertising and promotions expense of $0.2 million, decrease in bad debt expenses of $0.1 million, decrease in product warranty expense of $0.2 million, decrease in insurance costs of $0.6 million, and decrease in amortization and depreciation costs of $0.2 million. These and other decreases in selling, general and administrative expenses represent the Company's efforts to manage costs and focus on our core business while continuing to build our corporate infrastructure required to prepare for and support the anticipated growth of our bulk Liquidmetal alloy business.

Research and Development Expenses. Research and development expenses decreased to $1.1 million, or 7% of revenue, in the twelve months ended December 31, 2005 from $1.5 million, or 8% of revenue, in the twelve months ended December 31, 2004. The decrease was primarily a result of decreases in salaries, wages and related expenses by $0.3 million and decrease in laboratory and prototyping expenses by $0.1 million. The decreases were a result of the Company focusing primarily on our core business associated with our bulk Liquidmetal alloy business while managing our costs. The Company continues to perform research and development efforts on new Liquidmetal alloys and related processing capabilities, develop new manufacturing techniques, and contract with consultants and provide research grants to various institutions to advance the development of Liquidmetal alloys.

Impairment of Long Lived Assets. Impairment of long lived assets increased to $4.5 million, or 27% of revenue, for the twelve months ended December 31, 2005 from $0 for the twelve months ended December 31, 2004. Impairment expense represents primarily write-down of $2.7 million of raw materials considered to be long term inventory and $1.7 million of idle equipment. While we may use the excess raw materials beyond one year to fulfill future customer order, we have determined that our current capacity was not significant enough to warrant holding this inventory as a long term asset. Further, while we have actively marketed the idle equipment for ultimate sale since early 2004, we were unable to sell this equipment. In addition, while the equipment may be used internally to meet future capacity requirements, considering our current revenue, we do not anticipate utilizing this equipment internally in the near future. As such, we have reduced the carrying values of the excess raw material and idle equipment.

Loss from Extinguishments of Debt. Loss from extinguishments of debt decreased to $1.2 million, or 8% of revenue, for the twelve months ended December 31, 2005 from $1.7 million, or 10% of revenue, for the twelve months ended December 31, 2004. The $1.2 million loss from extinguishments of debt was recognized from the exchange of our 6%

Convertible Notes due 2006 in August 2005. The $1.7 million loss from extinguishments of debt was recognized from exchange of our 6% Senior Convertible Notes due March 2007 in August 2004.

Change in value of warrants, net. Change in value of warrants was a net gain of $4.0 million, or 24% of revenue, during the twelve months ended December 31, 2005 from the change in value of warrants issued from the senior convertible debt funded in March 2004 and exchanged in August 2004, convertible debt funded in June 2005, and senior convertible debt funded in August 2005 primarily as a result of fluctuations in our stock price.

Change in value of beneficial conversion feature. Change in value of beneficial conversion feature was a gain of $3.8 million, or 24% of revenue, during the twelve months ended December 31, 2005 from the change in value of beneficial conversion feature liability from the senior convertible debt funded in August 2005 primarily as a result of fluctuations in our stock price. There were no amounts recorded as change in value of beneficial conversion feature for the twelve months ended December 31, 2004.

Other Income. Other income was $0.3 million, or 2% of revenue, during the twelve months ended December 31, 2004 from certain stock transactions with John Kang, our Chairman, President, and Chief Executive Officer during 2002 (see Note 23). There were no amounts recorded as other income for the twelve months ended December 31, 2005.

Interest Expense. Interest expense was $4.9 million, or 30% of revenue, for the twelve months ended December 31, 2005 and was $3.6 million, or 21% of revenue, for the twelve months ended December 31, 2004. During each of the twelve months ended December 31, 2005 and 2004, the interest expense was primarily due to the interest accrued on the Kookmin Bank loan funded on February 4, 2003, senior convertible debt funded on March 3, 2004 and exchanged in August 2004, convertible debt funded on June 13, 2005, and senior convertible debt funded in August 9, 2005, as well as amortization of debt issuance costs and discount on the convertible debt. During 2005, $0.1 million of interest expense was accrued from default interest rates applied to the senior convertible notes effective April 1, 2005 from non-payment of quarterly scheduled interest payments and $1.0 million of late registration penalty fee of our senior convertible debt was accrued as interest expense. The default interest and late registration penalty were paid as of December 31, 2005.

Interest Income. Interest income was $17 thousand for the twelve months ended December 31, 2005, and $37 thousand for the twelve months ended December 31, 2004 from interest earned on cash deposits.

Comparison of the years ended December 31, 2004 and 2003

Revenue. Revenue increased to $17.4 million in the twelve months ended December 31, 2004 from $13.7 million in the twelve months ended December 31, 2003. The increase was due to increases in revenue earned by our bulk Liquidmetal alloy and coatings segments in the twelve months ended December 31, 2004. This increase in revenue consisted of $3.8 million from the sale and prototyping of parts manufactured from bulk Liquidmetal alloys, offset by a decrease of $1.9 million from research and development services related primarily from reduced activity from defense and medical applications. Our coatings business contributed $1.0 million to the increase in revenues as compared to the twelve months ended December 31, 2003 from increased demand for drill pipe coatings.

Cost of Sales. Cost of sales decreased to $12.2 million, or 70% of revenue, during the twelve months ended December 31, 2004 from $18.2 million, or 133% of revenue, in the twelve months ended December 31, 2003. This decrease was a result of the continued maturing of our manufacturing process and represents the Company's efforts to manage costs and focus on our core business while continuing to build production pipeline and manufacturing infrastructure required to prepare for and support the anticipated growth of our bulk Liquidmetal alloy business. The cost of sales for the products sold by the coatings business segment is generally consistent from year to year because the Liquidmetal coatings products are produced by third parties and sold wholesale to various industries.

Selling, General, and Administrative Expenses. Selling, general, and administrative expenses decreased to $11.6 million, or 66% of revenue, in the twelve months ended December 31, 2004 from $17.7 million, or 130% of revenue, in the twelve months ended December 31, 2003. This decrease was primarily a result of decrease in wages and related expense by $5.0 million, decreases in travel and communication expenses by $0.8 million, decreases in rent by $0.8 million, decrease in relocation expenses by $0.7 million, offset by an increase in professional fees, consultant fees, and contract services by $0.8 million, and an increase in insurance costs by $0.4 million. These and other decreases in selling, general and administrative expenses represent the Company's efforts to manage costs and focus on our core business while continuing to build our corporate infrastructure required to prepare for and support the anticipated growth of our bulk Liquidmetal alloy business.

Research and Development Expenses. Research and development expenses decreased to $1.5 million, or 8% of revenue, in the twelve months ended December 31, 2004 from $8.8 million, or 64% of revenue, in the twelve months ended December 31, 2003. The decrease was primarily a result of decreases in salaries, wages and the related expenses by $3.0 million, decrease in laboratory and prototyping expenses by $2.0 million, decrease in depreciation expense by $0.7 million, decrease in professional fees, consultant fees, and contract services by $0.6 million, decrease in research grants by $0.3 million, and decrease in travel related expenses by $0.2 million. The decreases were a result of the Company focusing primarily on our core business associated with our bulk Liquidmetal alloy business while managing our costs. The Company continues to perform research and development efforts on new Liquidmetal alloys and related processing capabilities, develop new manufacturing techniques, and contract with consultants and provide research grants to various institutions to advance the development of Liquidmetal alloys.

Impairment of Goodwill. Impairment of goodwill was $0.2 million, or 1% of revenue, in the twelve months ended December 31, 2003. Impairment of goodwill represents the write-down of the goodwill balance of Dongyang Yudoro ("Dongyang"), our 51% owned subsidiary in South Korea. During 2003, Dongyang experienced net losses as a result of a continuing economic downturn in the market for its machinery products. These events along with Dongyang's operating, and cash flow losses, and uncertainty surrounding its future cash flows, led us to evaluate our investment for recoverability as of December 31, 2003. As a result, we determined that the carrying value of our investment in Dongyang exceeded its fair value as of December 31, 2003 in the amount of $0.2 million. In March 2004, we sold our 51% investment in Dongyang to the 49% minority shareholder (see Note 17). There was no impairment charge to goodwill in the twelve months ended December 31, 2004.

Impairment of Long Lived Assets. Impairment of long lived assets was $2.7 million, or 20% of revenue, in the twelve months ended December 31, 2003. Impairment expense represents a write-down of the building of our manufacturing facility in South Korea. Due to the decreased production and usage of our Pyongtaek manufacturing operation, we decided to obtain independent appraisals as to the fair value of this building. Accordingly, the fair value of the building as determined by the average of the two independent appraisals was less than the carrying value of the building as of December 31, 2003. There was no impairment charge to long lived assets in the twelve months ended December 31, 2004.

Loss from Extinguishment of Debt. Loss from extinguishment of debt was $1.7 million, or 10% of revenue, during the twelve months ended December 31, 2004 due to the extinguishment of our March Notes as it relates to the exchange in August 2004. There was no such loss recorded during twelve months ended December 31, 2003.

Change in value of warrants, net. Change in value of warrants was a net gain of $0.7 million, or 4% of revenue, during the twelve months ended December 31, 2004 from the change in valuation of warrant payable issued related to the senior convertible debt funded in March 2004, which was exchanged in August 2004 (see note 14). There were no such amounts recorded for the twelve months ended December 31, 2003.

Other Income. Other income was $0.3 million, or 2% of revenue, during the twelve months ended December 31, 2004 from certain stock transactions with John Kang, our Chairman, President, and Chief Executive Officer during 2002 (see Note 23). There were no amounts recorded as other income for the twelve months ended December 31, 2003.

Interest Expense. Interest expense was $3.6 million, or 21% of revenue, in the twelve months ended December 31, 2004 and was $0.4 million, or 3% of revenue, in the twelve months ended December 31, 2003. During the twelve months ended December 31, 2004, the interest expense was primarily due to the interest accrued, amortization of debt discount and deferred issuance costs on new senior convertible debt originally sold on March 3, 2004 and exchanged in August 2004, and interest accrued on Kookmin Bank loan funded on February 4, 2003. During the twelve months ended December 31, 2003, interest expense was primarily due to interest accrued on the Kookmin Bank loan to our South Korean subsidiary made on February 4, 2003.

Interest Income. Interest income was $37 thousand for the twelve months ended December 31, 2004 for interest earned on certificate of deposits. Interest income was $0.3 million or 2% of revenue for the twelve months ended December 31, 2003 for interest earned on short-term, investment grade, interest-bearing securities.

Gain from Sale of Investment. In April 2003 we sold our remaining shares of Growell Metal Co., Ltd. that were purchased in July 2002. We recognized a $1.2 million gain on the sale of these shares during the twelve months ended December 31, 2003. There were no such gains in the twelve months ended December 31, 2004.

QUARTERLY RESULTS

The following information presents our unaudited quarterly operating results for 2005 and 2004. The data has been prepared by Liquidmetal Technologies, Inc. on a basis consistent with the Consolidated Financial Statements included elsewhere in this Form 10-K, and includes all adjustments, consisting of normal recurring accruals, that we consider necessary for a fair presentation thereof. These operating results are not necessarily indicative of our future performance.

During the fourth quarter of 2005, although annual revenues decreased relative to 2004, we had an increase in revenue of $1.1 million compared to the third quarter due to increases in orders from our consumer electronics casings customers for Liquidmetal bulk alloy parts for cellular phone components and other consumer electronics casings, and increases in demand for Liquidmetal coatings products from the oil drilling industry. The increases in were a result of expanded sales and marketing efforts into various electronic components including sliding hinges, brackets and antenna. The Company experienced an increase gross profit of $0.3 million for the fourth quarter of 2005 from the third quarter due to increase in mix of higher margin products. Significant portion of our manufacturing costs continue to remain fixed. We believe that higher manufacturing volumes and greater mix of higher margin products in the future will cause the gross profit to improve over time. In addition, the company wrote-down $0.3 million of primarily raw material inventory considered to be long term as the carrying value of the inventory held as an impairment charge. While we may use the excess raw materials beyond one year to fulfill future demand, we did not foresee use of this inventory in the foreseeable future.

We have amended our third quarter financial statements originally filed on form 10-Q on December 1, 2005, to properly account for the beneficial conversion feature of the senior convertible notes issued in August 2005. Accounting for this feature resulted in a benefit of $1.0 million in our earnings from the change in value of beneficial conversion feature and an increase to interest expense of $0.1 million from additional amortization of debt discounts related to the revaluation of the beneficial conversion feature of the senior convertible debt issued in August 2005. In addition, the company wrote-down $0.8 million of primarily raw material inventory considered to be long term as the carrying value of the inventory held as an impairment charge. While we may use the excess raw materials beyond one year to fulfill future demand, we did not foresee use of this inventory in the foreseeable future.

Included in the second quarter of 2005 was an impairment charge for long lived assets of $3.4 million. Impairment charge represents write-down of $1.7 million of raw materials considered to be long term inventory and $1.7 million of idle equipment. While we may use the excess raw materials beyond one year to fulfill future demand, we did not foresee use of this inventory in the foreseeable future. Further, while we have marketed the idle equipment for ultimate sale since early 2004, we were unable to sell this equipment.

During the fourth quarter of 2004, although our revenues were comparable to prior year, we had a decrease in revenue of $2.1 million compared to the third quarter due to an unanticipated and temporary decrease in orders from one of our customers, Samsung. In addition, included in our fourth quarter cost of sales is a $0.4 million charge related to certain hinge finished goods used in Samsung's cell phone models which were nearing its end of life. The Company experienced a gross loss of $0.4 million for the fourth quarter due to the one time charge of cost of sales and also due to the fact that our cost of sales from our Liquidmetal bulk alloy segment includes primarily fixed costs from our labor and equipment expenses.

These statements should be read in conjunction with restatement footnote 2 in the notes to consolidated financial statements in the fiscal 2003 annual report on Form 10-K filed on November 10, 2004, which reflects the restatements of prior year transactions.

	For the Three Months Ended			
Consolidated Statements of Operations Data:	**12/31/05**	**Amended 9/30/05**	**6/30/05**	**3/31/05**
	(In thousands, except per share data)			
Revenue	$ 5,453	$ 4,342	$ 3,727	$ 2,843
Cost of sales	4,576	3,756	3,962	2,835
Gross (loss) profit	877	586	(235)	8
Operating expenses				
Selling, general, and administrative	2,013	2,364	1,567	2,590
Research and development	314	196	213	397
Impairment of long lived assets	260	833	3,394	—
Total expenses	2,587	3,393	5,174	2,987
Loss from operations	(1,710)	(2,807)	(5,409)	(2,979)
Loss from exinguishments of debt	—	(1,247)	—	—
Change in value of warrants, net	2,840	1,112	(100)	133
Change in value of beneficial conversion feature	2,867	982	—	—
Interest expense	(1,489)	(1,290)	(909)	(1,257)
Interest income	3	7	1	6
Gain (loss) from continuing operations	2,511	(3,243)	(6,417)	(4,097)
Net loss	$ 2,511	$ (3,243)	$ (6,417)	$ (4,097)
Other comprehensive loss				
Foreign exchange translation gain (loss)	222	(306)	62	321
Comprehensive gain (loss)	2,733	(3,549)	(6,355)	(3,776)
Net loss per commoon share - basic and diluted:				
Gain (loss) per share basic and diluted	$ 0.06	$ (0.06)	$ (0.15)	$ (0.10)
Number of weighted average shares - basic and diluted	42,180	41,933	41,610	41,610

Consolidated Statements of Operations Data:	For the Three Months Ended 12/31/04	9/30/04	6/30/04	3/31/04
	(In thousands, except per share data)			
Revenue	$ 2,471	$ 4,615	$ 4,055	$ 6,288
Cost of sales	2,895	3,241	2,475	3,557
Gross profit (loss)	(424)	1,374	1,580	2,731
Operating expense:				
Selling, general, and administrative	2,413	3,569	2,544	3,065
Research and development	407	374	345	341
Total operating expenses	2,820	3,943	2,889	3,406
Loss from operations	(3,244)	(2,569)	(1,309)	(675)
Loss on extinguishments of debt	—	(1,663)		
Change in value of warrants, net	(99)	(434)	694	586
Other income (expense), net	—	302	—	—
Interest income (expense), net	(358)	(1,805)	(1,144)	(259)
Loss from operation before income taxes and discontinued operations	(3,701)	(6,169)	(1,759)	(348)
Income taxes	—	—	—	—
Loss from continuing operations	(3,701)	(6,169)	(1,759)	(348)
Loss from discontinued operations, net of tax	—	—	(356)	(393)
Net loss	$ (3,701)	$ (6,169)	$ (2,115)	$ (741)
Loss per share from continuing operations – basic and diluted	$ (0.09)	$ (0.15)	$ (0.04)	$ (0.01)
Weighted average common shares used to compute loss per share from continuing operations – basic and diluted	41,610	41,610	41,610	41,610

LIQUIDITY AND CAPITAL RESOURCES

Our cash used for operating activities was $6.5 million for the year ended December 31, 2005. Our cash used for operating activities, including our discontinued equipment manufacturing operations, was $6.3 million for the year ended December 31, 2004. Our working deficit remained unchanged at $(10.2) million at December 31, 2005 and 2004 as our current assets and liabilities decreased by approximately $0.4 million. The Company's current asset and liability decrease of approximately $0.4 million was primarily attributable to increase in cash and cash equivalents of $0.7 million, increase in trade accounts receivable of $0.7 million, decrease in current portion of long term debt of $4.6 million, decrease in current portion of other liabilities of $0.6 million, offset by an decrease in restricted cash of $0.8 million, decrease in inventories of $0.6 million, decrease in prepaid expenses and other current assets of $0.3 million, increase in accounts payable and accrued liability of $1.6 million, increase in settlement payable of $0.1 million, increase in deferred revenue of $0.4 million, increase in short-term debt of $0.6 million, increase in warrant liabilities of $1.2 million, and increase in beneficial conversion feature liabilities of $1.0 million.

Our cash used in investing activities was $0.3 million for the year ended December 31, 2005 for the acquisition of property and equipment and investments in patents and trademarks.

Our cash provided by financing activities was $7.1 million for the year ended December 31, 2005, which consists of $0.8 million in proceeds from restricted cash, $13.1 million in proceeds from convertible debt funded in June 2005 and senior convertible debt funded in August 2005, $0.2 million in proceeds from borrowings from our short term debt executed in March 2005, $4.4 million in proceeds from factoring agreement executed in April 2005, offset by $11.5 million on repayment of borrowings.

We anticipate that our capital expenditures will be approximately less than $0.5 million for the full year 2006 for the acquisition of furniture, fixtures, and other business equipment. This amount is subject to change, however, depending upon the nature and the amount of the product orders that we actually receive from customers.

Our capital requirements during the next twelve months will depend on numerous factors, including the success of existing products either in manufacturing or development, the development of new applications for Liquidmetal alloys, the resources we devote to develop and support our Liquidmetal alloy products, the success of pursuing strategic licensing and funded product development relationships with external partners. During the next twelve months, based on our current business plan, we expect to have sufficient resources to continue to devote limited capital to our research and development activities, to further develop and strengthen our manufacturing technology, and to provide for working capital and other general corporate purposes. However, based on our historical operating results and the continued development of our manufacturing capabilities and alloy compositions, there exists the possibility that these resources will not be adequate to operate at the proposed business plan levels. These expenses and capital expenditures could consume a material amount of our cash resources, but the amount of these requirements will depend on the nature and amount of orders we receive for the purchase of our bulk Liquidmetal alloy products.

We have experienced significant operating losses since our inception. Our net loss for the fiscal years ended December 31, 2005 and 2004 was $11.2 million and $12.7 million, respectively. In the audit report on our financial statements for our fiscal years ended December 31, 2005 and 2004, our auditors included a going-concern qualification indicating that our significant operating losses and working capital deficit cause substantial doubt about our ability to continue as a going concern. By issuing an opinion stating that there is substantial doubt about our ability to continue as a going concern, our auditors have indicated that they are uncertain as to whether we have the capability to continue our operations without additional funding. Accordingly, we anticipate that we will need additional funding during the next 12 months and

would seek to raise such funds through public or private equity financing, bank debt financing, or from other sources. Adequate funds may not be available when needed, and if we raise additional funds by issuing equity securities, existing stockholders may be diluted.

In March 1996, we entered into a distribution agreement whereby we granted to a third party exclusive rights to market and sell golf products incorporating Liquidmetal technology to certain Japanese sporting equipment companies. The third party paid us a $1.0 million distribution fee as part of this agreement, of which a portion was refundable according to a formula based on the gross profit earned by the third party. The remaining unearned distribution fee of $0.8 million has not been refunded as of December 31, 2005, and we do not believe the third party is entitled to a refund. On March 28, 2003, the distribution agreement was terminated and we entered into a new agreement to pay to the same third party a commission on the net sales price of all Liquidmetal golf equipment that is shipped by our Company or its affiliates to Japanese golf companies for sale into the Japanese end-market. This commission will apply to golf equipment shipped by our Company or its affiliates during the period beginning on March 28, 2003 and ending on March 28, 2006. If, by March 28, 2006, we have not paid $0.4 million in commission payments, the balance between commissions paid and $0.4 million will be paid by April 30, 2006, thereby guaranteeing the third party a $0.4 million minimum payment during the term of the agreement. We will recognize the unearned distribution fee of $0.8 million as revenue proportionately with the payment of commissions under the letter agreement.

USE OF PROCEEDS

Pursuant to our Registration Statement on Form S-1 (Registration No. 333-73716), as amended, initially filed with the Securities and Exchange Commission on November 20, 2001 and declared effective May 21, 2002, we closed an initial public offering of 5,000,000 shares of common stock on May 28, 2002, plus an additional 229,000 shares on June 10, 2002 pursuant to an over allotment option, at a price of $15.00 per share (which sale is referred to herein as the "Offering"). The Offering generated aggregate cash proceeds during the second quarter 2002 of $78.4 million. The net proceeds were $70.7 million after deducting underwriting commissions of $5.5 million and other transaction fees of $2.2 million. The managing underwriters for the Offering were Merrill Lynch & Co., UBS Warburg, and Robert W. Baird & Co.

As of December 31, 2003, we used $70.7 million of net proceeds from the Offering. In 2002, we used approximately $7.8 million of the net proceeds from the Offering to repay all outstanding promissory notes and accrued interest, $11.1 million to fund the construction of our manufacturing facility in South Korea, $14.3 million to purchase equipment used to manufacture Liquidmetal parts, $0.4 million to purchase assets related to production and sale of equipment used in the production process of Liquidmetal alloy products, and $0.3 million to purchase the 51% interest in our majority owned Dongyang subsidiary. During the third quarter of 2002, we used $2.0 million to invest in the common stock of Growell Metal, which supplied a portion of the Liquidmetal alloy ingots used in our manufacturing operations in Korea. We have since sold such stock, realizing a gain on the sale. We used the remaining proceeds of $32.7 million for working capital in 2002 and 2003, excluding $2.1 million paid to Paul Azinger in 2002 and 2003 for amounts due under the terms of his terminated endorsement agreement with our discontinued retail golf operations.

Private Placements

On March 3, 2004, we sold $9.9 million of 6.0% senior convertible notes due 2007 (the "March Notes") to investor groups in a transaction led by Michigan Venture Capital Co., Ltd, a South Korea-based institutional investment firm, and IndiGo Ventures LLC, a New York-based investment firm that served as a financial advisor to our company for the transaction. The notes were convertible at any time into our common stock at a price of $3.00 per share. Investors in the private placement received warrants to purchase an aggregate amount of up to approximately 1.2 million shares of common stock, originally exercisable at $3.00 per share for varying periods but no later than 100 days following the effectiveness of a registration statement covering the resale of shares issuable upon exercise of the warrants. In addition, the investors had the right to call for repayment of the notes prior to maturity at any time after the second anniversary of the closing of the transaction.

On August 19, 2004, we completed a private exchange offer for our March Notes. Under terms of the exchange offer, approximately $5.5 million in aggregate principal amount of the March Notes were exchanged for an aggregate of (i) $2.75 million of 6% Senior Secured Notes Due 2007 (the "July 2007 Notes") and (ii) $2.75 million of 10% Senior Secured Notes Due 2005 (the "July 2005 Notes"), collectively referred to as "Exchange Notes". In addition, we redeemed approximately $4.5

million of the March Notes in cash. The Exchange Notes were collateralized by certain patents owned by our company and a second priority mortgage interest in plant facilities and certain equipment at our plant in South Korea. The July 2005 Notes had a maturity date of July 29, 2005, and a conversion price of $2.00 per share (compared to a conversion price of $3.00 per share under the March Notes). The July 2007 Notes have a maturity date of July 29, 2007, and a conversion price of $1.00 per share. Further, the exchange notes are convertible into Common Stock, at the option of our company, if at any time after the issuance of the notes, the closing per share price of the Common Stock exceeded $4.00 (as adjusted for stock splits, reverse splits, stock dividends, and recapitalizations) for 30 consecutive trading days, and further provided that there has been effective registration during such period. Holders of the July 2007 Notes also have the right to call for repayment of the July 2007 Notes prior to maturity at any time after the second anniversary of the completion of the exchange offer. A total of 563,151 warrants to purchase our common stock at an exercise price of $3.00 per share—all of which were previously issued in connection with the purchase of the March Notes—were amended to provide for an extended expiration date of March 1, 2006. The warrant exercise price is subject to price adjustment for anti-dilution purposes. As of October 1, 2005, the warrant price was determined to be exercisable at $2.73.

On June 13, 2005, we completed a private placement (the "June 2005 Private Placement") of 10% Convertible Unsecured Notes Due June 13, 2006 in the aggregate principal amount of $3,250 (the "June 2006 Notes"), together with warrants to purchase up to an aggregate of 893,750 shares of our company's common stock (the "Warrants"). The June 2006 Notes were unsecured and were due on the earlier of June 13, 2006 or the consummation of a follow-on equity or debt offering or restructuring transaction pursuant to which our company receives gross proceeds of at least $4,000. Prior to maturity, the June 2006 Notes were interest-only, with interest payments due quarterly, at the rate of 10% per year. If, within 120 days following the issue date of the June 2006 Notes, our company either failed to redeem the notes for the principal amount and accrued interest thereon or failed to close a "Qualified Financing," then the June 2006 Notes would have been convertible at a conversion price equal to seventy five percent (75%) of the closing price of our company's common stock on the first trading day immediately preceding the conversion date. A "Qualified Financing " was defined in the June 2006 Notes as any debt or equity financing of our company resulting in aggregate gross proceeds to our company of at least $5,000 and in which the holders of at least sixty percent (60%) of the aggregate principal amount of our company's Long-Term Notes either (i) agree that the equity or debt securities to be issued in such financing shall be pari passu in order of payment to the July 2007 Notes held by them or (ii) exchange their July 2007 Notes for new securities in the financing transaction. We successfully completed a Qualified Financing on August 9, 2005, and the June 2006 Notes never became convertible.

On August 9, 2005, we completed a private placement (the "August 2005 Private Placement") of $9,878 in principal amount of new 7% Convertible Secured Promissory Notes due August 2007 (the "Senior Notes"). The issuance consisted of $5,000 cash, exchange of $1,284 in principal amount of the July 2005 Notes, the exchange of $2,996 in principal amount of the June 2006 Notes, satisfaction of accrued interest and late registration fees in the amount of $589 on the July 2005 Notes, and satisfaction of accrued interest of $9 on the previously issued June 2006 Notes. The Senior Notes were issued pursuant to a Securities Purchase Agreement dated effective as of August 2, 2005 among the our company, the purchasers of the Senior Notes, and the holders of previously issued July 2005 Notes and June 2006 Notes. Interest payments on the Senior Notes are due quarterly, and failure to make timely interest payments will result in increase in interest rates to 14% per annum on the Senior Notes ("Default Rates"). As of September 30, 2005, we have made timely interest payments. The Senior Notes are convertible into shares of our common stock at $2.00 per share Pursuant to an Amended and Restated Security Agreement. The Senior Notes are secured by substantially all of our assets and rank senior to all other obligations of our company, other than the our loan with Kookmin Bank of South Korea (or any refinancing of such loan), the July 2007 Notes, purchase-money asset financing, trade creditors in the ordinary course of business, and any inventory or receivables-based credit facility that we may obtain in the future, provided that the amount of the credit facility does not exceed 50% of eligible inventory and 80% of eligible receivables. The Senior Notes will automatically convert into shares of our common stock if the common stock has an average closing price of more than $5.00 per share during 30 consecutive trading days. We also issued warrants to the purchasers of the Senior Notes and placement agents giving them the right to purchase up to 2,469,470 and 414,495 shares of our common stock, respectively, with an exercise price of $2.00 per share. The warrants will expire on August 2, 2010.

In connection with the August 2005 Private Placement, we entered into an amended and restated registration rights agreement with the holders of the July 2007 Notes, the holders of the August 2007 Notes, and the holders of the above-described outstanding warrants. This amended and restated registration rights agreement replaced all other registration rights agreements previously entered into by us in connection with the private sale by us of convertible notes and warrants. Under the amended and restated registration rights agreement, we are required to file a resale registration statement for the shares underlying all of our outstanding convertible notes and warrants, as described above, by October 31, 2005, to enable the resale of such shares by the selling stockholders on a delayed or continuous basis under Rule 415 of the Securities Act. We are then required to cause such registration statement to become effective within 60 days after we receive the first written comments on the registration statement from the SEC, or if the SEC notifies us that it will not review the registration statement, within five days after such notification. We will be subject to certain monetary penalties, as set forth in the registration rights agreement, if the registration statement is not filed or does not become effective on a timely basis. Specifically, if we do not file the registration statement on

a timely basis, we will be obligated to pay a late filing fee to the selling stockholders in the amount of 3% of the warrant exercise price on each of the warrants held by them plus 3% of the principal amount of the outstanding notes held by them. This fee will be payable for each period of 30 business days that the filing of the registration statement is made past the required filing date, and the payments will be due 10 business days following the end of each 30-day period. If the registration statement has not been declared effective by the required effective date, we will be obligated to pay a monthly late registration fee to the selling stockholders in the amount of 2% of the aggregate warrant exercise prices and aggregate note principal amounts for the first 30 business days after the required effective date, and 1% for each 30-business day period thereafter until the registration statement is declared effective. Notwithstanding the foregoing, the late filing fees and late registration fees will not exceed 18% of the aggregate warrant exercise prices and aggregate note principal amounts.

Our convertible notes and related documents contain restrictive covenants pursuant to which we generally may not (i) incur any indebtedness that would be senior to, or on the same rank as, the convertible notes with respect to payment or security, (ii) grant any liens or security interests in any of our assets which serve as collateral for the convertible notes (which collateral consists of substantially all of our assets), (iii) with certain exceptions, sell any of the assets that constitute collateral for the notes, (iv) become a guarantor for a third-party's obligation (other than guarantees in the ordinary course of business not in excess of $500,000 in the aggregate), (v) acquire any shares or securities of any other person or entity in excess of an aggregate of $1.0 million over any rolling 12-month period, (vi) purchase or otherwise acquire any assets in excess of an aggregate of $3.0 million over any rolling 12-month period, (vii) engage in any transaction resulting in the issuance to any person of more than 40% of the equity of our company, or (viii) engage in any merger or sale of all or substantially all of our business assets. These covenants may curtail our ability to raise capital in the future or otherwise restrict our ability to enter into a transaction that we believe would be in the best interest of our stockholders. We believe that we are currently in compliance with all such covenants. While there can be no assurances that we will be able to maintain compliance with these restrictive covenants in the future, if we violate these covenants and do not cure such violations within 30 days of written notice from the noteholders, the noteholders may demand payment in full our convertible notes, collect penalty interest, and exercise other remedies that are available under notes.

On December 6, 2005, we received a letter from a representative of the holders of the August 2007 Notes demanding the payment of a late filing fee by us for the period following October 31, 2005, but under the terms of the amended and restated registration rights agreement, we do not believe that we are obligated to pay any late filing fees unless and until we fail to file the registration statement by December 13, 2005, which is the last day of the first 30-business day period following October 31, 2005. The letter also stated that the letter was serving as a notice of default under the Senior Notes as a result of our failure to file a registration statement by October 31, 2005, although under the terms of the Senior Notes, we have thirty days after delivery of the letter in which to cure such default. On December 9, 2005, we filed the registration statement and have cured the default notice received on December 6, 2005.

OFF-BALANCE SHEET ARRANGEMENTS

An off-balance sheet arrangement is any transaction, agreement or other contractual arrangement involving an unconsolidated entity under which a company has (1) made guarantees, (2) a retained or a contingent interest in transferred assets, (3) an obligation under derivative instruments classified as equity, or (4) any obligation arising out of a material variable interest in an unconsolidated entity that provides financing, liquidity, market risk or credit risk support to the company, or that engages in leasing, hedging, or research and development arrangements with the company.

We have made no arrangements of the types described in any of the categories that may have a material current or future effect on our financial condition, liquidity or results of operations. See Note 12 to the Consolidated Financial Statements contained in this Annual Report on Form 10-K.

CONTRACTUAL OBLIGATIONS

The following table summarizes our company's obligations and commitments as of December 31, 2005:

	Payments Due by Period (in thousands)				
Contractual Obligations (1)	**Total**	**> 1 year**	**1-3 Years**	**3-5 Years**	**After 5 years**
Long-term debt (2)	$ 15,036	$ 1,343	$ 13,693	$ —	$ —
Short-term debt (3)	550	550	—	—	—
Capital lease obligation (3)	69	62	7	—	—
Operating leases and rents	1,223	706	439	78	—
Growell settlement payable (4)	3,331	3,331	—	—	—
Consulting services payable	78	78	—	—	—
Dongyang payable	11	11	—	—	—
	$ 20,298	$ 6,081	$ 14,139	$ 78	$ —

(1) Contractual cash obligations include Long-Term Debt comprised of $2,369 of Senior Convertible Notes issued in 2004, $9,878 of Convertible Notes issued in 2005, and $2,790 of Kookmin Notes, Short-Term Debt comprised of $550 advances received under factoring, loan, and security agreement, and future minimum lease payments under capital and operating leases, liabilities incurred from settlement with a former customer (Growell) and divesture of our equipment manufacturing business, and purchase commitments from a consultant.
(2) Does not include interest payments of $1,623, un-amortized discounts for beneficial conversion feature and warrants, deferred issuance costs of $6,493 of our convertible notes.
(3) Does not include minimum interest and fee payments of $30.
(4) Includes imputed interest of $3.
(5) In January 2005 Growell was acquired by a third party, and we are currently in negotiations to settle this balance with the third party.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires us to make estimates and assumptions that affect 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. These estimates and assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results could differ materially from these estimates under different assumptions or conditions.

We believe that the following accounting policies are the most critical to our consolidated financial statements since these policies require significant judgment or involve complex estimates that are important to the portrayal of our financial condition and operating results:

- Our earnings and cash flows are subject to fluctuations due to changes in non-U.S. currency exchange rates. We are exposed to non-U.S. exchange rate fluctuations as the financial results of non-U.S. subsidiaries are translated into U.S. dollars. As exchange rates vary, those results, when translated, may vary from expectations and adversely impact overall expected profitability. The cumulative translation effects for subsidiaries using functional currencies other than the U.S. dollar are included in accumulated foreign exchange translation in shareholders' equity. Movements in non-U.S. currency exchange rates may affect our competitive position, as exchange rate changes may affect business practices and/or pricing strategies of non-U.S. based competitors.

- We record an accrual for potential product warranty costs. Due to the lack of historical information for warranty expense related to bulk alloy products, management estimates product warranties as a percentage of bulk alloy product sales earned during the period. In the event in future periods the actual product warranty costs consistently exceed the estimate for product warranty costs, an adjustment would be made and income would decrease in the period of such determination. Likewise, in the event we determine that actual product warranty costs are consistently lower than the estimate for product warranty costs, an adjustment would be made and income would increase in the period of such determination.

- We record an allowance for doubtful accounts as a contra-asset to our trade receivables for estimated uncollectible accounts. Management estimates the amount of potentially uncollectible accounts by reviewing significantly past due customer balances relative to historical information available for those customers. In the event, in future periods, actual uncollectible accounts exceed the estimate for uncollectible accounts, an adjustment would be made and income would decrease in the period of such determination. Likewise, in the event, in future periods, actual uncollectible accounts are lower than the estimate for uncollectible accounts,

an adjustment would be made and income would increase in the period of such determination.

- We value inventories at lower of cost or net realizable value. Management has determined net realizable value to be equal to the selling price of the products to be produced and sold less the cost of disposal. In the event, in future periods, the actual selling prices exceed the estimate for selling prices less cost to sell, an adjustment would be made and income would increase in the period of such determination. Likewise, in the event, in future periods, actual selling prices are lower than the estimate for selling prices, an adjustment would be made and income would decrease in the period of such determination. During 2003 we reduced the carrying value of raw materials held by our subsidiary, Liquidmetal Korea, by the amounts considered to be obsolete. During 2003 we reduced the carrying value of our inventories by $1.0 million as we determined that certain raw material and inventories exceeded their net realizable value as of December 31, 2003. Additionally, we recorded a write-down of $2.8 million of raw material and machine inventory associated with the settlement of a dispute with a customer, Growell, in December 2003. Such write-down adjustments are included within Cost of Sales. (see Note 6)

- We record valuation allowances to reduce the deferred tax assets to the amounts estimated to be realized. While we consider taxable income in assessing the need for a valuation allowance, in the event we determine we would be able to realize our deferred tax assets in the future in excess of the net recorded amount, an adjustment would be made and income increased in the period of such determination. Likewise, in the event we determine we would not be able to realize all or part of our deferred tax assets in the future, an adjustment would be made and charged to income in the period of such determination.

COMPLIANCE WITH SECTION 404 OF THE SARBANES-OXLEY ACT OF 2002

As directed by Section 404 of the Sarbanes-Oxley Act of 2002, or SOX, the SEC has adopted rules requiring public companies to include a report of management on the company's internal controls over financial reporting in their annual reports on Form 10-K. In addition, the public accounting firm auditing a public company's financial statements must attest to and report on management's assessment of the effectiveness of the company's internal controls over financial reporting. Although these requirements were first applicable to our annual report on Form 10-K for our fiscal year ending December 31, 2004, we were unable to comply with these requirements for such fiscal year. As disclosed in our amended Form 10-K filed with the SEC on May 10, 2005, the time and resources necessary to complete the restatement of prior periods' financial statements delayed our ability to complete the internal documentation, assessment and evaluation of internal control over financial reporting, all of which are required to be undertaken to comply with Section 404 of SOX. This delay prevented our independent auditor from being able to satisfactorily complete a timely audit of our internal control over financial reporting as of December 31, 2004.

Due to these delays, we and our independent auditor determined that it would not be possible to complete the management's assessment and auditor's audit of our internal controls over financial reporting as of December 31, 2004, and accordingly our independent auditor has issued a disclaimer of opinion with respect to our internal control over financial reporting as of December 31, 2004, and such disclaimer was filed with our amended Form 10-K filed on May 10, 2005. The filing of this disclaimer does not comply with the SEC's rules and regulations under Section 404, and this noncompliance has resulted in us being in violation of Section 13(a) under the Securities Exchange Act of 1934. Section 13(a) establishes the general requirement that public companies must file with the SEC, in accordance with such rules and regulations as the SEC may prescribe, such information, documents, and reports as the SEC may from time to time require for the protection of investors, including Form 10-Ks and 10-Qs.

In general, the SEC has broad authority under the Securities Exchange Act of 1934 to institute investigations, to seek injunctions, to seek monetary penalties, and to otherwise pursue enforcement actions for violations of Section 13(a), including a failure to file a Form 10-K or for the omission of necessary statements in a Form 10-K. Therefore, a violation under Section 404 of SOX or Section 13(a) of the Securities Exchange Act of 1934 could potentially subject an issuer to these same investigations and penalties. Section 404 of SOX is a relatively new legal requirement, and there is very little precedent establishing the consequences or appropriate response to a public company's failure to comply with Section 404. Accordingly, although we have discussed our Section 404 noncompliance with the SEC, we cannot predict what action, if any, the SEC may take against our company as a result of a failure to be compliant with our obligations under Section 404 of SOX or Section 13(a) of the Securities Exchange Act of 1934.

Effective December 27, 2005, the SEC announced final rulings on revisions to accelerated filer definition and deadlines for periodic reports. The ruling revised the definition of the term "accelerated filer" to permit an accelerated filer that has voting and non-voting common equity held by non-affiliates of less than $50 million to exit accelerated filer status at the end of the

fiscal year in which its equity falls below $50 million and to file its annual report for that year and subsequent periodic reports on a non-accelerated basis. As of the fiscal year ended December 31, 2005, we are considered an accelerated filer and are required to comply with SOX 404 requirements for the 2005 fiscal year.

In addition to the foregoing, although our common stock was admitted to the OTC Bulletin Board for quotation on June 15, 2005, as a result of our noncompliance with Section 404 for our 2005 fiscal year, it may not have been appropriate for the OTC Bulletin Board to admit our common stock for quotation on June 15, 2005. Consequently, there is no assurance that our common stock will remain eligible for quotation on the OTC Bulletin Board.

The Company has devoted significant amount of financial and internal resources during 2005 and early part of 2006 to ensure compliance with SOX 404, and on January 16, 2006, Company's management believes that the Company has substantially completed its documentation, assessment and evaluation of its internal controls over financial reporting as of December 31, 2005. However, our independent auditors, Stonefield Josephson Inc., resigned on December 1, 2005, and on January 20, 2006, the Company hired Choi, Kim & Park LLP ("CKP") as its new independent registered public accounting firm. While the Company has advised CKP of the foregoing weaknesses in internal controls, due to the untimeliness of the foregoing events, CKP was unable to satisfactorily complete their audit of the Company's internal control over financial reporting pursuant to SOX 404, and thus, have issued a disclaimer of an opinion on the company's internal control over financial reporting as of December 31, 2005. The Company's management will continue to monitor potential changes in the legal and regulatory requirements of SOX 404, particularly the requirements for small public companies.

RECENT ACCOUNTING PRONOUNCEMENTS

In June 2005, the Emerging Issues Task Force ("EITF") reached a consensus on Issue No. 05-2 "The Meaning of 'Conventional Convertible Debt Instrument' in EITF Issue No. 00-19, 'Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock.'" Issuers of convertible debt are required by Statement 133 to evaluate whether it is necessary to separate the "embedded" conversion feature from the debt contract and account for the conversion feature as if it were a separate derivative instrument. If the issuer determines that the embedded conversion feature would be classified in equity if it were a freestanding instrument, the conversion feature is not separated from the debt contract. EITF 00-19's criteria must be applied to determine whether a conversion feature qualifies for equity classification, but it exempts a conversion feature embedded in a "conventional convertible debt instrument" from some of the criteria. EITF 05-2 requires convertible instruments that may be settled in a combination of cash or shares, e.g., those referred to as "Instrument C" in EITF 90-19, and instruments that may be convertible into a variable number of shares are not "conventional." As a result, nonconventional instruments would need to satisfy all requirements of EITF 00-19 to support a conclusion that the conversion feature does not require accounting separate from that for the debt contract. The adoption of this Issue resulted in recognition of the beneficial conversion feature from the senior convertible notes issued in August 2005 as liabilities of $1.0 million as of December 31, 2005 and a gain of $3.8 million from the change in fair value of beneficial conversion feature liabilities for the year ended December 31, 2005.

In June 2005, the EITF reached a consensus on Issue 05-6, "Determining the Amortization Period for Leasehold Improvements," which requires that leasehold improvements acquired in a business combination or purchased subsequent to the inception of a lease be amortized over the lesser of the useful life of the assets or a term that includes renewals that are reasonably assured at the date of the business combination or purchase. EITF 05-6 is effective for periods beginning after June 29, 2005. Earlier application is permitted in periods for which financial statements have not been issued. The adoption of this Issue did not have an impact on the Company's financial statements.

In September 2005, the EITF reached a consensus on Issue 05-7 "Accounting for Modifications to Conversion Options Embedded in Debt Instruments and Related Issues," which requires that a change in the fair value of a conversion option brought about by modifying the debt agreement be included in analyzing in accordance with EITF 96-19 "Debtor's Accounting for a Modification or Exchange of Debt Instruments" whether a debt instrument is considered extinguished. Under EITF 96-19's requirements, an issuer who modifies a debt instrument must compare the present value of the original debt instrument's cash flows to the present value of the cash flows of the modified debt. If the present value of those cash flows varies by more than 10 percent, the modification is considered significant and extinguishments accounting is applied to the original debt. If the change in the present value of the cash flows is less than 10 percent, the debt is considered to be modified and is subject to EITF 96-19's modification accounting. EITF 05-7's Consensus requires that in applying the 10 percent test the change in the fair value of the conversion option be treated in the same manner as a current period cash flow. The Consensus also requires that, if a modification does not result in an extinguishment, the change in fair value of the conversion option be accounted for as an adjustment to interest expense over the remaining term of the debt. The issuer should not recognize a beneficial conversion feature or reassess an existing beneficial conversion feature upon modification of the conversion option of a debt instrument that does not result in an extinguishment. EITF 05-7 is effective for modifications of debt instruments beginning in the first interim

or annual reporting period beginning after December 15, 2005. The Company does not expect the adoption of the EITF to have material impact on the Company's financial statements.

In September 2005, the EITF reached a consensus on Issue No. 05-8, "Income Tax Consequences of Issuing Convertible Debt with a Beneficial Conversion Feature." Under EITF 05-8, the issuance of convertible debt with a beneficial conversion feature results in a temporary difference for purposes of applying Statement 109. The deferred taxes recognized for the temporary difference should be recorded as an adjustment to paid-in capital. EITF 98-5 "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27 "Application of Issue No. 98-5 to Certain Convertible Instruments" require that the nondetachable conversion feature of a convertible debt security be accounted for separately if it is a beneficial conversion feature. A beneficial conversion feature is recognized and measured by allocating to additional paid-in capital a portion of the proceeds equal to the conversion feature's intrinsic value. A discount on the convertible debt is recognized for the amount that is allocated to additional paid-in capital. The debt discount is accreted from the date of issuance to the stated redemption date of the convertible instrument or through the earliest conversion date if the instrument does not have a stated redemption date. The U.S. Federal Income Tax Code includes the entire amount of proceeds received at issuance as the tax basis of the convertible debt security. The EITF 05-8 Consensus should be applied retrospectively to all instruments with a beneficial conversion feature accounted for under EITF 98-5 and EITF 00-27 for periods beginning after December 15, 2005. The Company does not expect the adoption of the EITF to have material impact on the Company's financial statements.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections — a replacement of APB Opinion No. 20 and FASB Statement No. 3." SFAS No. 154 replaces APB Opinion No. 20, "Accounting Changes," and FASB Statement No. 3, "Reporting Accounting Changes in Interim Financial Statements" and changes the requirements for the accounting for and reporting of a change in accounting principle. This statement applies to all voluntary changes in accounting principle. It also applies to changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. When a pronouncement includes specific transition provisions, those provisions should be followed. SFAS No. 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after December 31, 2005. We do not believe the adoption of SFAS No. 154 will have a material effect on its consolidated financial position, results of operations or cash flows.

On March 29, 2005, the SEC issued Staff Accounting Bulletin No. 107 (SAB 107) regarding the Staff's interpretation of SFAS 123(R). This interpretation expresses the views of the staff regarding the interaction between SFAS 123(R) and certain SEC rules and regulations and provides the staff's views regarding the valuation of share-based payment arrangements for public companies. In particular, this SAB provides guidance related to share-based payment transactions with no employees, the transition from nonpublic to public entity status, valuation methods, the accounting for certain redeemable financial instruments issued under share-based payment arrangements, the classification of compensation expense, non-GAAP financial measures, first-time adoption of SFAS 123(R) in an interim period, capitalization of compensation cost related to share-based payment arrangements, the accounting for income tax effects of share-based payment arrangements upon adoption of SFAS 123(R), the modification of employee share options prior to adoption of Statement 123(R) and disclosures in Management's Discussion and Analysis subsequent to adoption of SFAS 123(R). Our company will adopt SAB 107 in connection with its adoption of SFAS 123(R).

In December 2004, the FASB issued SFAS No. 123R, "Share-Based Payment", which replaces SFAS No. 123. SFAS No. 123R requires public companies to recognize an expense for share-based payment arrangements including stock options and employee stock purchase plans. The statement eliminates a company's ability to account for share-based compensation transactions using APB 25, and generally requires instead that such transactions be accounted for using a fair value based method. SFAS No. 123R requires an entity to measure the cost of employee services received in exchange for an award of equity instruments based on the fair value of the award on the date of grant, and to recognize the cost over the period during which the employee is required to provide service in exchange for the award. In April 2005, the SEC amended the compliance dates for SFAS 123(R), to allow companies to implement the standard at the beginning of their next fiscal year, instead of the next reporting period beginning after June 15, 2005. SFAS No. 123R is effective for our company in the quarter ending March 31, 2006. Upon adoption of SFAS 123R, companies are allowed to select one of three alternative transition methods, each of which has different financial reporting implications. We are currently evaluating the transition methods, valuation methodologies and other assumptions for employee stock options in light of SFAS No. 123R. Current estimates of option values using the Black-Scholes method may not be indicative of results from valuation methodologies ultimately implemented by our company upon adoption of SFAS No. 123R. Although we have not yet fully quantified the impact this standard will have on our financial statements, it is likely that the adoption of SFAS No. 123R will have a material impact on our company's financial position and results of operations. Stock-based Compensation under Consolidated Financial Statements provides the pro forma net income and earnings per share as if the Company had used a fair-value-based method similar to the methods required under SFAS 123(R) to measure the compensation expense for employee stock awards during the year ended December 31, 2005 and 2004.

In December 2004 the Financial Accounting Standards Board issued two FASB Staff Positions—FSP FAS 109-1, *Application of FASB Statement 109 "Accounting for Income Taxes" to the Tax Deduction on Qualified Production Activities* Provided *by the American Jobs Creation Act of 2004, and FSP FAS 109-2 Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004.* Neither of these affected the Company as it does not participate in the related activities.

In December 2004, the FASB issued SFAS No.153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29, Accounting for Nonmonetary Transactions." The amendments made by Statement 153 are based on the principle that exchanges of nonmonetary assets should be measured based on the fair value of the assets exchanged. Further, the amendments eliminate the narrow exception for nonmonetary exchanges of similar productive assets and replace it with a broader exception for exchanges of nonmonetary assets that do not have commercial substance. Previously, Opinion 29 required that the accounting for an exchange of a productive asset for a similar productive asset or an equivalent interest in the same or similar productive asset should be based on the recorded amount of the asset relinquished. Opinion 29 provided an exception to its basic measurement principle (fair value) for exchanges of similar productive assets. The Board believes that exception required that some nonmonetary exchanges, although commercially substantive, be recorded on a carryover basis. By focusing the exception on exchanges that lack commercial substance, the Board believes this Statement produces financial reporting that more faithfully represents the economics of the transactions. The Statement is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. Earlier application is permitted for nonmonetary asset exchanges occurring in fiscal periods beginning after the date of issuance. The provisions of this Statement shall be applied prospectively. We have evaluated the impact of the adoption of SFAS 153, and do not believe the impact will be significant to our company's overall results of operations or financial position.

In November 2004, the FASB issued SFAS No. 151 "Inventory Costs, an amendment of ARB No. 43, Chapter 4. The amendments made by Statement 151 clarify that abnormal amounts of idle facility expense, freight, handling costs, and wasted materials (spoilage) should be recognized as current-period charges and require the allocation of fixed production overheads to inventory based on the normal capacity of the production facilities. The guidance is effective for inventory costs incurred during fiscal years beginning after June 15, 2005. Earlier application is permitted for inventory costs incurred during fiscal years beginning after November 23, 2004. We have evaluated the impact of the adoption of SFAS 151, and do not believe the impact will be significant to our company's overall results of operations or financial position.

In March 2004, the FASB approved the consensus reached on the Emerging Issues Task Force (EITF) Issue No. 03-1, "The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments." The objective of this Issue is to provide guidance for identifying impaired investments. EITF 03-1 also provides new disclosure requirements for investments that are deemed to be temporarily impaired. In September 2004, the FASB issued a FASB Staff Position (FSP) EITF 03-1-1 that delays the effective date of the measurement and recognition guidance in EITF 03-1 until after further deliberations by the FASB. The disclosure requirements are effective only for annual periods ending after June 15, 2004. We have evaluated the impact of the adoption of the disclosure requirements of EITF 03-1 and do not believe the impact will be significant to our company's overall results of operations or financial position. Once the FASB reaches a final decision on the measurement and recognition provisions, we will evaluate the impact of the adoption of EITF 03-1.

In December 2003, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin ("SAB") No. 104, "Revenue Recognition." SAB 104 supersedes SAB 101, "Revenue Recognition in Financial Statements." SAB 104's primary purpose is to rescind accounting guidance contained in SAB 101 related to multiple element revenue arrangements, superseded as a result of the issuance of EITF 00-21, "Accounting for Revenue Arrangements with Multiple Deliverables." Additionally, SAB 104 rescinds the SEC's Revenue Recognition in Financial Statements Frequently Asked Questions and Answers ("the FAQ") issued with SAB 101 that had been codified in SEC Topic 13, Revenue Recognition. Selected portions of the FAQ have been incorporated into SAB 104. While the wording of SAB 104 has changed to reflect the issuance of EITF 00-21, the revenue recognition principles of SAB 101 remain largely unchanged by the issuance of SAB 104, which was effective upon issuance. The adoption of SAB 104 did not impact the consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force), the AICPA and the SEC did not or are not believed by management to have a material impact on our company's present or future consolidated financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risks

We are exposed to various market risks in conducting the business of the company, and we anticipate that this exposure will increase as a result of our planned growth. In an effort to mitigate losses associated with these risks, we may at times enter

into derivative financial instruments, although we have not historically done so. These may take the form of forward sales contracts, option contracts, foreign currency exchange contracts, and interest rate swaps. We have not, and do not intend to, engage in the practice of trading derivative securities for profit.

Interest Rates. We are exposed to market risks relating to changes in interest rates. Although we do not currently have any borrowings with variable interest rates, fluctuations in interest rates may have a negative impact to any future borrowings.

Commodity Prices. We are exposed to price risk related to anticipated purchases of certain commodities used as raw materials by our businesses, including titanium and zirconium. Although we do not currently enter into commodity future, forward, and option contracts to manage the fluctuations in prices of anticipated purchases, we may enter into such contacts in the future as our business grows and as our purchases of these raw materials increases.

Foreign Exchange Rates. As a result of our manufacturing presence in South Korea, a substantial portion of our costs will be denominated in South Korean won. Consequently, fluctuations in the exchange rates of the South Korean won to the U.S. dollar will affect our costs of goods sold and operating margins and could result in exchange losses. Although we do not currently enter into foreign exchange hedge transactions, we may do so in the future as our business grows. Fluctuations in exchange rates resulted in foreign currency translation gains of $0.3 million, $1.7 million, and $0.2 million for the years ended December 31, 2005, 2004, and 2003, respectively.

Item 8. Financial Statements and Supplementary Data

The financial statements required by this item are located in Consolidated Financial Statements in Item 15 of this report. The supplementary financial information required by this item is located under the caption “QUARTERLY RESULTS” in Item 7 of this report.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

On May 6, 2004, Deloitte & Touche LLP (“Deloitte”), the Company’s independent auditors, notified the Company that they were resigning from the client-auditor relationship with the Company effective as of that date.

Deloitte was engaged by the Company to serve as the Company’s independent auditors for the fiscal year ended December 31, 2003. The reports of Deloitte with respect to the Company’s financial statements for the fiscal years ended December 31, 2002 and 2001 contained no adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles. During the fiscal years ended December 31, 2003 and 2002 and the period from December 31, 2003 through the date of Deloitte’s resignation, there were no disagreements between the Company and Deloitte on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Deloitte, would have caused Deloitte to make reference to the subject matter of the disagreements in connection with its report on the Company’s financial statements for such year.

The Company previously announced that it expected to restate revenues and results of operations for the third and fourth quarters of 2002 and the first quarter of 2003 in connection with the Company’s sales of alloy melting and casting equipment during such quarters to Growell Metal Co., Ltd., a South Korea metals processing company (“Growell”). The Company’s Audit Committee conducted an internal inquiry at the request of Deloitte into the Company’s transactions with Growell and found that the original revenue recognition on the Growell equipment sales did not take into account all relevant documentation relating to the transactions. The Company announced in January 2004 that it entered into a dispute settlement agreement with Growell to resolve various outstanding claims between the parties relating to the Company’s transactions with Growell.

In connection with the Audit Committee’s inquiry into the Growell equipment sales and dispute settlement, the Audit Committee also reviewed the facts and circumstances relating to a personal stock transaction between the Company’s CEO and Growell. In this transaction, as reported by the CEO, the CEO undertook a private sale of personal shares of the Company’s common stock to Growell in February 2002, prior to the Company’s initial public offering. As part of the inquiry, the CEO reported that this sale included a previously undisclosed personal agreement to ensure that the purchase price of the stock purchased by Growell would be at a thirty percent discount to the Company’s initial public offering price, and he also provided information regarding his fulfillment of this personal agreement.

As of May 6, 2004, certain details of the foregoing transactions had not been resolved to Deloitte’s satisfaction. As a result of the expected restatements and these unresolved issues, the Company’s previously issued financial statements for the year ended December 31, 2002 and Deloitte’s audit report thereon, as well as the Company’s quarterly financial statements for the third quarter of 2002 and the first, second, and third quarters of 2003 (and Deloitte’s related review reports thereon), should no longer be relied upon.

Deloitte communicated to the Company that it was unwilling to continue to rely on the representations of the Company’s CEO. Deloitte had also previously communicated to the Company that, in light of the facts and circumstances surrounding the expected restatement, there were material weaknesses in the Company’s internal accounting controls relating to the execution, administration, and accounting for contracts, particularly in the Company’s South Korean operations. The Company has taken and is continuing to take steps to improve these internal controls.

Other than the foregoing, none of the reportable events described under Item 304(a)(1)(v) of Regulation S-K occurred within the two most recent fiscal years of the Company ended December 31, 2003 and 2002 or within the subsequent interim period through the date of Deloitte’s resignation.

The Company’s Audit Committee discussed with Deloitte the matters disclosed above regarding Deloitte’s resignation. The Company authorized Deloitte to respond fully to the inquiries of the Company’s successor accountant concerning the matters disclosed above.

On May 21, 2004, the Company’s Audit Committee appointed Stonefield Josephson, Inc. (“Stonefield”) as the Company’s independent auditors. During the two fiscal years prior to the engagement of Stonefield and through the date of the commencement of their engagement, the Company did not consult Stonefield regarding (i) the application of accounting

principles to a specific transaction, either completed or proposed, or the type of audit opinion that may be rendered on the Company’s financial statements, and neither a written report nor oral advice was provided to the Company that Stonefield Josephson concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a “disagreement” (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions thereto) or a “reportable event” (as defined in Item 304(a)(1)(v) of Regulation S-K). On November 23, 2005, Stonefield, the Company’s independent registered public accounting firm, notified the Company that Stonefield would resign as the Company’s independent registered public accounting firm upon the completion of Stonefield’s review of the Company’s interim unaudited financial statements as of and for the three and nine month periods ended September 30, 2005. The Company’s interim unaudited financial statements as of and for the three and nine month periods ended September 30, 2005 were included in the Company’s report on Form 10-Q for the third quarter ended September 30, 2005 filed with the SEC on December 1, 2005, and the Company’s relationship with Stonefield was therefore effectively terminated as of December 1, 2005.

The reports of Stonefield with respect to the Company’s financial statements for the fiscal years ended December 31, 2003 and 2004 contained no adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope, or accounting principles, except for an explanatory paragraph regarding the Company’s ability to continue as a going concern contained in Stonefield’s report on the Company’s financial statements and for a disclaimer of opinion made by Stonefield with respect to the Company's internal controls over financial reporting and the Company's assessment of those controls as of December 31, 2004.

From May 21, 2004, the date Stonefield was appointed as the Company's independent auditors, through the date of Stonefield's resignation, there were no disagreements between the Company and Stonefield on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Stonefield, would have caused Stonefield to make reference to the subject matter of the disagreements in connection with its report on the Company's financial statements for such years.

There were no "reportable events" as described under Item 304(a)(1)(v) of Regulation S-K occurring within the two most recent fiscal years of the Company ended December 31, 2004 and 2003 or within the subsequent interim period through the date of Stonefield's resignation, except as follows:

Stonefield has advised the Company that there are material weaknesses in its internal controls, mainly related to internal controls of its South Korean operations. Therefore, Stonefield has expanded the scope of its review of the interim unaudited financial statements as of and for the three and nine month periods ended September 30, 2005. The material deficiencies in the Company's internal controls over financial reporting include the following:

a) Lack of adequate segregation of duties in the Company's South Korean operations in accounts receivable, involving cash receipts, shipping, delivery of products, and customer invoice reconciliations;

b) Lack of adequate segregation of duties in the Company's Coatings Division in Texas in order processing and invoicing;

c) Lack of adequate controls and documentation in the Company's South Korean operations to evidence proper customer invoicing and revenue recognition in the proper period;

d) Lack of progress in documenting, assessing and evaluating the Company's internal controls in our South Korean Operations evidenced by aforementioned deficiencies of which remediations will need to be completed as of December 31, 2005.

e) Lack of sufficient controls over internal access to the Company's SAP system of reporting by unauthorized users; and

f) The manual performance of numerous procedures that could be automated using current reporting systems;

In connection with the foregoing, Stonefield has also advised the Company that it believes that the Company has made insufficient progress in documenting, assessing, and evaluating the Company's internal controls over financial reporting for purposes of timely complying with Section 404 of the Sarbanes-Oxley Act of 2002.

The Company's Audit Committee has discussed with Stonefield the matters disclosed above regarding Stonefield's resignation. The Company has authorized Stonefield to respond fully to the inquiries of the Company's successor accountant concerning the matters disclosed above.

Upon Stonefield's resignation, the Company's Audit Committee commenced an immediate search and on January 20, 2006, hired Choi Kim & Park LLP ("CKP") as its new registered independent public accounting firm.

Item 9A. Controls and Procedures

Evaluation of disclosure controls and procedures. During the course of the re-audit of our financial statements of Liquidmetal Technologies, Inc. (the "Company") for the fiscal years ended December 31, 2001, 2002, and 2003, it was determined that revenues from certain sales made by the Company to various customers were either not recognized in the proper periods or should not have been recognized as revenue. It was also determined that compensation expense related to certain stock options granted in 2001 and 2002 were not calculated in accordance with generally accepted accounting principles under APB Opinion No. 25, SFAS No. 123, and EITF 00-23. These determinations and the associated restatement of previously issued financial statements in the Form 10-K for the year ended December 31, 2003, filed on November 10, 2004, suggest that, at the time of the subject transactions and the preparation of our financial statements for the relevant periods, the Company's disclosure controls and procedures (as defined in Rule 13a-15 under the Securities Exchange Act of 1934) were ineffective as of the end of the period covered by such Form 10-K.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404"), the SEC has adopted rules requiring public companies to include a report of management on the company's internal controls over financial reporting in their annual reports on Form 10-K as of the Company's fiscal year-ended December 31, 2004. SOX 404 also requires the public accounting firm auditing a public company's financial statements to attest and report on management's assessment of the effectiveness of the company's internal controls over financial reporting. Although these requirements were first applicable to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2004, the Company did not comply with these requirements for such fiscal year as described in the following paragraphs. Therefore, the Company's former independent registered public accounting firm, Stonefield Josephson, Inc. issued a disclaimer of opinion with respect to the Company's internal control over financial reporting as of December 31, 2004, and such disclaimer was filed with the Company's amended Form 10-K filed on May 10, 2005.

The Company carried out an evaluation under the supervision and with the participation of the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness, as of December 31, 2005, of the design and operation of the Company's disclosure controls and procedures pursuant to Rule 13a-15 under the Securities Exchange Act of 1934, as amended. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures, as of December 31, 2005, were not effective. This determination was based primarily on the material weaknesses in internal controls over financial reporting identified below.

Update on Management's Assessment of Internal Control Over Financial Reporting. The time and resources committed to the restatement of prior periods' financial statements as aforementioned delayed management in commencing and completing its documentation, assessment and evaluation of internal control over financial reporting. Due to the issues described in the foregoing paragraph, as well as limitation on financial and internal resources, management's assessment of the effectiveness of our internal control over financial reporting had been substantially delayed, which in turn prohibited the Company's former independent registered public accounting firm, Stonefield Josephson, Inc., in performing its audit of management's assessment of the effectiveness of internal control over financial reporting pursuant to SOX 404 as of December 31, 2004.

The Company has been advised by the SEC that the filing of the above mentioned disclaimer does not comply with the SEC's rules and regulations under Section 404, and the SEC has further advised us that this noncompliance has resulted in the Company being in violation of Section 13(a) under the Securities Exchange Act of 1934 Section 13(a) establishes the general requirement that public companies must file with the SEC, in accordance with such rules and regulations as the SEC may prescribe, such information, documents, and reports as the SEC may from time to time require for the protection of investors, including Form 10-Ks and 10-Qs.

During 2005, the Company has taken steps to comply with Section 404, including hiring independent consulting firms, Assurance Consulting 3 in January 2005 and Login Financial in July 2005, to assist the Company with its Section 404 compliance and to identify and propose remedial actions to address and mitigate deficiencies in internal controls over financial reporting. In addition, beginning July 2005 the Company has devoted additional internal resources including having an executive manager lead the SOX 404 compliance effort on a full time basis. Also, beginning August 2005, management allocated a consultant from Login Financial to our South Korean operations and re-evaluated our controls as well as implemented additional control procedures. The Company's evaluation included revising our documentation, re-performing walkthroughs and re-testing our internal controls. In addition, on

November 14, 2005 management hired an additional "Big 4" third party consultant who is experienced in the SOX 404 effort for companies operating in South Korea to address and mitigate material deficiencies during the fourth quarter of 2005 and into 2006. Even though the Company devoted these resources, considering the nature of the Company's operations having substantial presence in South Korea in addition to the Company's US operations in Texas and California as well as the amount of time, financial resources, complexity associated with Section 404 compliance, limited financial resources of the Company and management's late start in identifying and documenting it's internal controls, the Company's auditors advised the Company and the Audit Committee of the Board of Directors that they believed it was highly unlikely that the Company's management would be able to finish its testing and assessment of the Company's internal controls in time for Stonefield to begin its testing of management's assertions over internal controls by the end of fiscal year 2005 in accordance with the standards of Section 404.

In the ongoing process of making our assessment of internal control over financial reporting, management used the criteria established in "Internal Control - Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Of the various control procedures that we have documented, performed walkthroughs, and tested as of December 31, 2005, management has identified several control deficiencies, some of which have been determined to be material weaknesses in internal control over financial reporting as follows.

1. Lack of adequate segregation of duties in the Company's South Korean Operations in accounts receivable involving cash receipts, shipping, delivery of products and customer invoice reconciliations:

   This deficiency resulted from the fact that the processes utilized at the Company's Korean Operations were designed to meet certain Korean business practices whereby invoices are created once a month, the invoices are confirmed by the customer prior to being sent to and received by the customer, and payments of invoices are done only through wire transfers. As part of these Korean business practices,, "tax invoices" are generated by sellers of goods and are issued to customers as formal documents required by the Korean government to immediately document and report sales for income tax purposes.

   Previously, these processes were handled by the accounting and sales departments in the Korean Operations, and to mitigate the risk of fraud or error, the Company relied on the fact that all invoices were confirmed with the customer prior to recognizing revenue, all cash receipts were received via wire transfer, and revenue accounts were reconciled by accounting on a monthly basis. Nevertheless, the Company's former auditor has informed the Company that these processes lacked certain formal documentation and segregation of duties. To remediate these weaknesses, the Company implemented the following changes in its Korean Operations during November 2005

   - Segregation of Duties: The tax invoices are now being created by a sales accountant, an individual who has dual duties in both Accounting and Sales in the Korean Operations, whereas previously, tax invoices were created by the Assistant Sales Manager responsible for delivery of the products to the customer. This segregation of the tax invoicing function from product deliveries is an additional control procedure to mitigate the risk of fraud or error.

   - Sequential Documents: The Company has created an internal, sequential invoice system tracked directly by the Company's SAP system which summarizes the tax invoice created by the accounting department, delivery requisitions created by the production department, and the sales transaction report created by the sales department. This three-way matching system is an additional control to ensure that revenues are properly documented and reconciled at the end of each month.

   - Additional Resources: In November 2005, the Company began devoting additional internal resources to the Korean accounting department to segregate

duties further. This included having (1) the sales accountant create all tax invoices as mentioned under "Segregation of Duties" above, (2) the Assistant Sales Manager reconcile the delivery requisitions maintained in the Production Department, and (3) the Accounting Department control vendor creation in the purchasing module of our SAP reporting system. In addition, the Company is currently conducting a search for an accountant for the Korean operations to further augment control procedures.

2. Lack of adequate segregation of duties in the Company's Coatings Division in Texas in order processing and invoicing:

   The Company's coatings business in Texas (the "Coatings Business") is managed by two individuals, the Vice President of Coatings and the General Accountant. The accountant handles all of the "front end" processes, including purchase orders, sales orders, order fulfillment, and invoicing. To mitigate the risk of fraud or error, the Company previously relied on the fact that the "back end" processes for all orders (such as cash receipts, vendor management, customer management, collections, and review of the results of operations) are all handled by the Company's corporate office. In addition, the Company also relied on the fact that all sales orders, inventory management, and order fulfillment are handled through the Company's SAP system, which provides real-time monitoring and review.

Despite these measures, the Company's former auditor concluded that the lack of segregation of duties in the Coatings Business constituted a material weakness in the Company's internal controls over financial reporting. As a result, in September 2005, the Company instituted additional internal control procedures in its Coatings Business, including the following: (1) requiring that all orders be supported by a written purchase order containing the customer's letterhead and address, the part number and description, and the signature of the purchaser with terms and conditions, (2) requiring that all 3rd party vendor "drop shipments" be supported by shipping documents faxed or mailed to the Company by the vendor, (3) periodically performing on-site audits of the accounting procedures at the Coating Business by the Company's central corporate accounting group, the first of which has been performed in December 2005 and (4) hiring an additional Accounting Manager in December 2005 in the Corporate Accounting Group to further monitor the Coatings Business and other accounting functions.

3. Lack of adequate controls and documentation in the Company's South Korean Operations to evidence proper customer invoicing and revenue recognition in the proper period:

   The measures taken to remedy the deficiency described in number 1 above also served to remediate this deficiency.

4. Lack of progress in documenting, assessing and evaluating our internal controls in our South Korean Operations evidenced by aforementioned deficiencies of which remediations will need to be completed as of December 31, 2005:

   The Company's overall assessment of its internal controls, including documentation, walkthroughs, and testwork, commenced in February of 2005. Management believes that the Company's assessment of its controls in its U.S. operations has been substantially completed in December 2005, although due to limited financial resources, the Company was unable to begin its assessment of its Korean Operations until mid-to late 2005. The Company identified and, beginning in August of 2005, retained a bi-lingual consultant from Login Financial to work in the Company's Korean Operations on a full time basis to help with the SOX 404 compliance effort. In addition, to expedite the implementation process, the Company hired, in November 2005, an consultant from Price Waterhouse Coopers-Korea who is familiar with SOX 404 implementation for Korean companies. Nevertheless, the Company's former auditor informed the Company that they believed that progress at the Korean Operations on the SOX 404 process has not been sufficient to enable the Company to complete the process in time for compliance. Although the disclosure in this paragraph may not be characterized as a material weakness in internal controls per se (but instead constitutes an update on the Company's efforts regarding SOX 404 compliance), the Company has disclosed this information based on former auditor's recommendation.

5. Lack of controls over internal access to the Company's SAP system of reporting by unauthorized users.

   SAP is the Company's global enterprise resource planning (ERP) software that handles the Company's financial reporting on a real-time basis. Historically, access to SAP was controlled on an ad hoc basis by the Controller and the Vice President of Operations of the Company, and formal IT procedures for SAP administration were lacking. During September 2005, the Company hired an independent IT consultant specializing in SOX implementations specifically for the Company's global IT cycle. The Company has substantially completed its assessment of IT system controls, including improving the Company's internal access controls to its SAP system.

6. Manual performance of numerous procedures that could be automated using current reporting systems.

   Current manual procedures include (1) creating excel spreadsheet invoices to bill customers; (2) performing manual currency translations ("FX Translation") for financial reporting in U.S. dollars; and (3) using a manual purchase requisition system. While these procedures may be automated through modules in the SAP system, due to the significant financial investment necessary to automate these procedures in SAP, the Company is not able to automate these procedures at this time. However, beginning in August 2005, the Company implemented control procedures to mitigate risks associated with manual procedures including

   (1) requiring additional authorizations fro all purchases, journal entries, and requisitions and (2) creating checklists for month end, customer/vendor creation, human resource filing, and revenue support to ensure propriety and completeness of the Company's accounting records.

The Company has devoted a significant amount of financial and internal resources during 2005 and early part of 2006 to pursue compliance with SOX 404, and on January 16, 2006, Company's management believes that the Company had substantially completed its documentation, assessment and evaluation of its internal controls over financial reporting as of December 31, 2005. However, our independent auditors, Stonefield Josephson Inc., resigned on December 1, 2005, and on January 20, 2006, the Company hired Choi, Kim & Park LLP ("CKP") as its new independent registered public accounting firm. While the Company has advised CKP of the foregoing weaknesses in internal controls, due to the untimeliness of the foregoing events, CKP was unable to satisfactorily complete their audit of the Company's internal control over financial reporting pursuant to SOX 404, and thus, have issued a disclaimer of an opinion on the company's internal control over financial reporting as of December 31, 2005. The Company's management will continue to monitor potential changes in the legal and regulatory requirements of SOX 404, particularly the requirements for small public companies.

In general, the SEC has broad authority under the Securities Exchange Act of 1934 to institute investigations, to seek injunctions, to seek monetary penalties, and to otherwise pursue enforcement actions for violations of Section 13(a), including a failure to file a Form 10-K or for the omission of necessary statements in a Form 10-K. Therefore, a violation under Section 404 could potentially subject a company to these same investigations and penalties. Section 404 is a relatively new legal requirement, and there is very little precedent establishing the consequences or appropriate response to a public company's failure to comply with Section 404. Accordingly, although the Company has discussed its Section 404 noncompliance for 2004 and 2005 with the SEC, the Company cannot predict what action, if any, the SEC may take against the Company as a result of a failure to be compliant with its obligations under Section 404.

Changes in internal controls. The Company has made significant changes to the internal controls over financial reporting during 2005. These material changes are described in paragraph 2, 5, and 6 above under the caption "Update on Management's Assessment of Internal Control Over Financial Reporting." In addition, the company has previously disclosed as a material weakness a lack of adequate controls and monitoring of payroll process, as such function was outsourced to a third-party payroll processor that was not certified under SAS 70 (Type II). In August 2005, the Company remediated this weakness by retaining the services of ADP for payroll processing. ADP is certified under SAS 70 (Type II).

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Liquidmetal Technologies, Inc.

We were engaged to audit management's assessment included in the accompanying Management's Report on Internal Control Over Financial Reporting, that Liquidmetal Technologies, Inc. (the "Company") maintained effective internal control over financial reporting as of December 31, 2005, based on criteria established in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Liquidmetal Technologies, Inc.'s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected. Management has not completed its assessment of internal control over financial reporting, which has prevented us from being able to satisfactorily complete an audit of the Company's internal control over financial reporting. However, management has identified the following material weaknesses during their assessment: lack of adequate segregation of duties in accounts receivable involving cash receipts, shipping, delivery of products, and invoice reconciliations, as well as in order processing and invoicing; lack of documentation of authorization of transactions; manual performance of numerous procedures that could be automated using current reporting systems; material adjustments to the accounting records and financial statements as of and for the year ended December 31, 2005 that were not initially identified by the Company's internal control over financial reporting; and the Company had inadequate controls related to timely performance of its assessment of internal control over financial reporting. The existence of one or more material weaknesses as of December 31, 2005 would preclude a conclusion that the Company's internal control over financial reporting was effective as of that date. These material weaknesses were considered in determining the nature, timing and extent of audit tests applied in our audit of the 2005 consolidated financial statements, and our disclaimer of opinion regarding the effectiveness of the Company's internal control over financial reporting does not affect our opinion on those consolidated financial statements.

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, 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.

Since management has not completed all the steps necessary to enable us to satisfactorily complete an audit of their internal control over financial reporting, and we were unable to apply other procedures to satisfy ourselves as to the effectiveness of the company's internal control over financial reporting, the scope of our work was not sufficient to enable us to express, and we do not express, an opinion either on management's assessment or on the effectiveness of the company's internal control over financial reporting.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements of Liquidmetal Technologies, Inc. and our report dated February 23, 2006 expressed an unqualified opinion including an explanatory paragraph on the Company's ability to continue as a going concern.

/s/ Choi, Kim & Park, LLP

Choi, Kim & Park, LLP
Los Angeles, California
March 14, 2006

Item 9B. Other Information

None.

PART III

Item 10. Directors and Executive Officers of the Registrant

Set forth below is a table identifying our current directors and executive officers as of December 31, 2005:

Name	Age	Position

John Kang	42	Chairman of the Board
Ricardo Salas	41	President & Chief Executive Officer, and Director
James Kang	45	Director and Founder
William Johnson, Ph.D.	56	Director
Dean Tanella	45	Director (Audit Committee Chairman)
Robert Biehl	61	Director
CK Cho	50	Director
Young Ham	36	Chief Financial Officer

John Kang was re-elected as Chairman of our Board of Directors in August 2003. Mr. Kang has been a director of our Company since 1994. From December 1994 to June 2001, he served as Chairman of our Board of Directors in various capacities. From June 2001 until December 30, 2005, Mr. Kang had served variously as our Chief Executive Officer and President. From July 1996 to September 2000, Mr. Kang served variously as Chief Executive Officer, President, and a director of Medical Manager Corporation, a public company traded on the Nasdaq National Market until its sale in September 2000 to WebMD Corporation. From 1988 to 1995, he was Chairman of the board of directors of Clayton Group, Inc., a private company engaged in the distribution of waterworks equipment. Mr. Kang received a B.A. degree in Economics from Harvard College in 1985. Mr. Kang is the brother of James Kang, one of our directors. On December 15, 2005, an indictment naming as defendants ten former officers and directs of Medical Manager Corporation, including Mr. Kang, was filed in the United States District Court for the District of South Carolina (Beaufort Division). The indictment includes counts for conspiracy, conspiracy to launder money instruments, and money laundering relating to a series of acquisitions that were made by Medical Manager during the years the years 1996 through 2003, the accounting practices of Medical Manager during that time frame, and the filing of various financial statements during that time frame. The indictment is unrelated to Mr. Kang's service as a director and officer of our company. Mr. Kang resigned as our President and Chief Executive Officer on December 30, 2005, although he continues to serves as Chairman of the Board of our company and continues to work for our company on a full-time basis.

Ricardo Salas was elected as a director by the Board of Directors on December 30, 2005 to fill the vacancy created by Mr. Addonisio's resignation. Also on December 30, 2005, Mr. Salas was elected as President and Chief Executive Officer of the Company. Mr. Salas previously served as a Board member of the Company from April 1995 to May 2003. From January 2000 through June 2005, Mr. Salas served as Chief Executive Officer of iLIANT Corporation, an information technology and outsourcing service firm in the health care industry, and he continues to serve as Chairman of iLIANT. From 1987 through 2004, he was Vice President of J. Holdsworth Capital Ltd., a private investment firm. As an officer of J. Holdsworth Capital Ltd., Mr. Salas held positions in various investments including Medical Manager Corporation as a vice president between June 1999 and January 2000, National Medical Systems, Inc. as vice president between April 1994 and February 1997, and Uni Flange Corporation as vice president between June 1989 and June 1994. He currently serves as a director of VillageEDOCS, a provider of business information delivery services and products. Mr. Salas received a B.A. degree in Economics from Harvard College in 1986.

James Kang has served as a director since December 1994 and as executive Founder of our company since August 2003. From December 1994 to June 2001, he served variously as our Chief Executive Officer, President, and Chairman. Mr. Kang received a B.A. degree in Marketing from the University of Illinois in 1983, and an M.B.A. degree from the Kellogg School

of Management at Northwestern University in 1985. Mr. Kang is the brother of John Kang, our Chairman of the Board of Directors, who was also our Chief Executive Officer and President during 2004.

William Johnson, Ph.D., has served as a director since June 2000. From October 2001 to September 2003, he was employed as our executive Vice Chairman of Technology. Since 1997, Professor Johnson has been the Mettler Professor of Engineering and Applied Physics at Caltech. He held a Visiting Professor appointment at the Metal Physics Institute in Gottingen, Germany (1983) and received a Von Humbolt Distinguished Scientist Fellowship in Gottingen (1988). He is the 1995 recipient of the TMS/AIME Hume Rothery Award for his experimental work. He received a B.A. degree in Physics from Hamilton College and a Ph.D. degree in Applied Physics from Caltech. He spent two years at IBM's Research Center (1975-1977). At Caltech, Professor Johnson directed the research that led to the discovery of our bulk Liquidmetal alloy. Professor Johnson is currently a consultant to the Company.

Dean Tanella was elected as a director in February 2004. Mr. Tanella is a 20-year veteran of the institutional investment business and has worked for such leading firms as Raymond James & Associates, CS First Boston Corp., Adams Harkness & Hill, Drexel Burnham Lanbert, Inc., Kidder Peabody & Co. and the Vanguard Group. Since 1999, Mr. Tanella has served as President of Safe Harbor Capital, LLC and, since 2003, as President of HarborLight Capital, LLC, both of which are private investment firms. Mr. Tanella received his bachelors degree from Princeton University and his MBA from the Harvard Graduate School of Business Administration. In December 2004, Mr. Tanella was also named Executive Vice President – Capital Markets Group and a member of the Board of Directors at GunnAllen Financial Inc., a leading independent brokerage firm headquartered in Tampa, Florida.

Robert Biehl has served as a director since January 2005. Mr. Biehl founded the Masterplanning Group International and as President, personally consulted over 400 clients and mentored over 2,500 executives and world leaders. Prior to starting Masterplanning Group, Mr. Biehl was an executive staff of World Vision International where he designed and developed the Love Loaf Program, which has raised millions of dollars worldwide. He has also published many books in the area of personal and organizational development. Mr. Biehl received his B.A. degree in psychology and a Masters Degree in Counseling from Michigan State University.

CK Cho was elected as a director in January 2005. Mr. Cho has over 18 years of experience with Samsung Electronics and managed over $700 million annual procurement budget responsible for semi-conductor and telecommunication equipment and other electronic components. He also served as CEO and President of Winvest Venture Partners Inc. and is currently serving as President and CEO of ATIC, an IT Venture Capital Company based in Korea. Mr. Cho received his bachelors degree majoring in Business Administration and Material Sciences from the Korea University of Seoul.

Young Ham has been our Chief Financial Officer since April 2005, prior to which he served as the CFO of the Asian operation in 2004. Prior to joining Liquidmetal, he served as President and Chief Consultant of Dime Financial Advisory based in Seoul, Korea from November 1999 through July 2003. In addition, Mr. Ham was a founding partner for Hanmi Accounting Corporation in South Korea since July 2003 where he provided accounting and consulting services to multi-national corporations. Mr. Ham was also the Chief Internal Auditor and Financial Advisor to Answer International Asia Inc. and Director of Dongyang Economy Research Institute. Financial advisory and management consulting clients have included, Nextel Co., Ltd, Korea Masterbuilders, Korea Spoland Co., Ltd.. Tax and legal service clients range from Hyundai Merchant Marine to the Korea National Oil Company. An M.B.A. graduate student of Seoul National University in 1994, Young Ham is a CPA in both the United States and Seoul, South Korea.

Change in Principal Financial Officer

On April 15, 2005, Tony Chung resigned as our Vice President of Finance and ceased to be our principal financial officer. On the same day, our board elected Young Ham to serve as our Chief Financial Officer and become our company's principal financial officer. Mr. Chung continues to serve our company as Vice President of Legal and Administration. Additional information regarding Mr. Ham is set forth above in this Item 10.

BOARD OF DIRECTORS

Terms of Directors

Our board of directors is divided into three classes (designated "CLASS I," "CLASS II," and "CLASS III"), as nearly equal in number as possible, with each class serving three-year terms expiring at the third annual meeting of stockholders after their elections or until their respective successors have been elected and qualified. CLASS I currently consist of the following

directors whose term is scheduled to expire at the 2005 annual meeting of stockholders: John Kang, William Johnson, and Robert Biehl. CLASS II currently consists of the following directors whose term is scheduled to expire at the 2006 annual meeting of stockholders: Dean Tanella and CK Cho. CLASS III currently consists of the following directors whose term will expire at the 2007 annual meeting of stockholders: James Kang and Rick Salas.

Audit Committee

Our board of directors has an Audit Committee that is currently comprised of Mr. Tanella, who has assumed the role of Audit Committee Chairman since Mr. Addonisio's resignation, and Mr. Biehl. The Audit Committee is responsible for reviewing the independence, qualifications, and activities of our independent certified accountants and our financial policies, control procedures, and accounting staff. The Audit Committee is also responsible for the review of transactions between us and any officer, director, or entity in which an officer or director of our company has a material interest. Our board of directors has determined that Mr. Tanella qualifies as "audit committee financial expert" as defined by the regulations of the Securities and Exchange Commission. In addition, our board of directors has determined that Mr. Tanella is an "independent" director within the meaning of Rule 10A-3(b)(i) under the Securities Exchange Act of 1934. The Audit Committee is governed by a written charter approved by the board of directors.

Compensation Committee

The Compensation Committee is comprised of Mr. Cho and Mr. Biehl. All of the members of the Compensation Committee are "independent directors," as defined by the rules applicable to members of the Compensation Committee. The Compensation Committee is responsible for establishing the compensation of our senior management, including salaries, bonuses, termination arrangements, and other executive officer benefits. The Compensation Committee also administers our equity incentive plans.

Corporate Governance and Nominating Committee

A Corporate Governance and Nominating Committee ("the Committee") was formed on February 18, 2003, and is comprised of Mr. Tanella and Mr. Biehl. All members of the Committee are "independent directors," as defined by the rules applicable to members of the Committee. The Committee is generally responsible for adopting policies, procedures, and practices designed to help ensure that our corporate governance policies, procedures, and practices continue to assist the board and our management in effectively and efficiently promoting the best interests of our stockholders. The Committee is also responsible for selecting and recommending for approval by the Board and the Company's stockholders a slate of director nominees for election at each of the Company's annual meetings of stockholders, and otherwise for determining the Board committee members and chairmen, subject to Board ratification, as well as recommending to the Board director nominees to fill vacancies or new positions on the Board or its committees that may occur or be created from time to time, all in accordance with the Company's Bylaws and applicable law.

The Corporate Governance Committee's principal functions include:

- developing and maintaining our corporate governance policy guidelines;
- developing and maintaining our codes of conduct and ethics;
- overseeing the interpretation and enforcement of our Code of Conduct and our Code of Ethics for Chief Executive Officer and Senior Financial and Accounting Officers; and
- evaluating the performance of our board, its committees, and committee chairmen and our directors.
- selecting and recommending a slate of director nominees for election at each of the Company's annual meeting of the shareholders and recommending to the Board director nominees to fill vacancies or new positions on the Board or its committees that may occur from time to time.

Code of Ethics

Our board of directors has adopted a Code of Ethics that is applicable to its principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions. The Code of Ethics is attached as Exhibit 14 to our Annual Report on Form 10-K filed on November 10, 2004. In addition, we intend to promptly disclose (1) the nature of any amendment to our Code that applies to our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our Code that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver on our website in the future. You may also request a copy of the Code by sending the request to information@liquidmetal.com.

BENEFICIAL OWNERSHIP REPORTING REQUIREMENTS

During the years ended December 31, 2004 and 2005, our executive officers and directors filed with the Securities and Exchange Commission on a timely basis all required reports relating to transactions involving shares of our common stock beneficially owned by them, except that John Kang, Chairman, disposed of 188,700 shares during various dates in 2004 and 207,520 during various dates in 2005 as gifts to various individuals and organizations and James Kang, Director and Founder, disposed of 67,320 shares on January 5, 2004 and 200,000 shares on November 23, 2005 as gifts to various individuals and organization. These disposals were reported in John Kang's Form 5 filed of February 17, 2005 and February 14, 2006 and James Kang's Form 4 filed on January 28, 2005 and Form 5 filed on February 17, 2006.

Item 11. Executive Compensation

The following table sets forth certain information regarding compensation paid by us for each of our last three years to our Chief Executive Officer and each of our other executive officers as of December 31, 2005 (collectively, the "named executive officers").

	Annual Compensation				Long-Term Compensation	
Name and Positions	Year	Salary	Bonus	Other Annual Compensation	Shares Underlying Options Granted	All Other Compensation
John Kang (1)	2005	$ 200,005	—	—	50,000	—
Chairman of the Board	2004	$ 208,586	—	—	—	—
	2003	$ 300,007	—	—	—	—
Ricardo Salas (2)	2005	—	—	—	—	—
Chief Executive Officer	2004	—	—	—	—	—
and President	2003	—	—	—	—	—
James Kang (3)	2005	$ 300,008	—	—	—	—
Founder and Director	2004	$ 300,004	—	—	—	—
	2003	$ 280,011	—	—	2,877,420	—
Young Ham (4)	2005	$ 150,000	—	—	87,500	—
Chief Financial Officer	2004	$ 64,052	—	—	50,000	—
	2003	—	—	—	—	—

(1) As of August 22, 2003, John Kang was named Chairman of our board of directors. Mr. Kang resigned from his position as President and Chief Executive Officer of our company on December 30, 2005. However, he will continue to serve as Chairman of the board and will continue to work for the Company on a full-time basis.

(2) On December 30, 2005, Ricardo Salas was named Chief Executive Officer and President of the Company. Previously during 2005, Mr. Salas served as a consultant, and has accrued $20,000 in unpaid service fees as of December 31, 2005.

(3) As of August 22, 2003, James Kang became the executive Founder of the Company and ceased to be the Chairman of our board of directors.

(4) On April 15, 2005, Young Ham became the Chief Financial Officer of the Company. Previously during 2005 and 2004, Mr. Ham Served as the Chief Financial Officer at Liquidmetal Korea.

The following table sets forth information with respect to the aggregate stock option exercises by the executive officers named in the Summary Compensation Table during 2005 and the year-end value of unexercised options held by such executive officers.

Aggregate Option Exercises in Last Year and Year-End Values

	Shares Acquired on Exercise	Value Realized (1)	Number of Unexercised Options at Year End		Value of Unexercised In-The-Money Options at Year End (2)	
			Exercisable	Unexercisable	Exercisable	Unexercisable

John Kang	—	—	1,622,904	40,000	—	—
Ricardo Salas	—	—	—	—	—	—
James Kang	—	—	2,861,291	16,129	—	—
Young Ham	—	—	17,500	120,000	—	—

(1) Represents the difference between the fair market value of the underlying shares at the time of exercise and the exercise price of the options exercised.

(2) Based upon a value of $0.88 per share as of December 31, 2005.

EMPLOYMENT AGREEMENTS

We have entered into employment agreements with the executive officers identified in Item 11 above, as follows:

We have entered into the following employment agreements with the executive officers identified above. Ricardo Salas, who was elected as our President and Chief Executive Officer on December 30, 2005, will receive an initial base salary of $250,000 for serving as President and Chief Executive Officer of our company. We and Mr. Salas have not yet entered into an employment agreement relating to Mr. Salas' employment with us, but we may determine to do so in the future.

John Kang. On December 31, 2000, we entered into an employment agreement with John Kang that, as amended, provides for his employment as our Chief Executive Officer and President, and on August 22, 2003, Mr. Kang was named Chairman of our Board of Directors. On December 30, 2005, Mr. Kang ceased to serve as our President and Chief Executive Officer, and Mr. Kang's employment agreement has an expiration date of December 31, 2005, although the agreement automatically renews on a year-to-year basis until Mr. Kang resigns or his employment is terminated by us with or without cause. Mr. Kang receives an annual base salary equal to $200,000 per year, and his employment will terminate upon the earlier of his death, resignation, disability, or termination by the board of directors for any reason. If we terminate Mr. Kang's employment without cause, or if Mr. Kang terminates his own employment upon a change of control of our company or for other good reason, as defined in the agreement, we are responsible for paying Mr. Kang a lump-sum cash payment equal to 200% of Mr. Kang's annual base salary plus the average cash bonus during the two full fiscal years immediately preceding the termination. Pursuant to the agreement, Mr. Kang was issued options to purchase 1,612,904 shares of our common stock at an exercise price of $4.65 per share. The options expire on December 31, 2010 and vested immediately upon grant. In addition, Mr. Kang is prohibited, during his employment with us and for one year after he is no longer employed by us, from soliciting any of our employees or competing with us in any manner. Starting in May 2003, Mr. Kang and other members of senior management took a 10% voluntary decrease in their base salary and returned to full salary in June 2004.

James Kang. On May 1, 2001, we entered into an employment agreement with James Kang that, as amended, provides for his employment as the named executive Founder of our company. Mr. Kang's employment agreement expires on May 1, 2006. Mr. Kang receives an annual base salary equal to $300,000 per year, and his employment will terminate upon the earlier of his death, resignation, disability, or termination by the board of directors for any reason. If we terminate Mr. Kang's employment without cause, or if Mr. Kang terminates his own employment upon a change of control of our company or for other good reason, as defined in the agreement, we are responsible for paying Mr. Kang a severance benefit equal to a lump-sum cash payment equal to 200% of Mr. Kang's annual base salary plus the average cash bonus during the two full fiscal years immediately preceding the termination. Pursuant to the agreement, Mr. Kang was issued options to

purchase 2,580,646 shares of our common stock at an exercise price of $6.20 per share. The options expire on April 30, 2011 and vest at a rate of 33% per year for three years, with the first 33% vesting on May 21, 2002 and an additional 33% on May 21, 2003 and 2004. In addition, Mr. Kang is prohibited, during his employment with us and for two years after he is no longer employed by us, from soliciting any of our employees or customers. Starting in May 2003, Mr. Kang and other members of senior management took a 10% voluntary decrease in their base salary and returned to full salary in June 2004.

Young Ham. On April 15, 2005, we entered into an employment agreement with Young Ham, which provides for his employment as the named Chief Financial Officer. Mr. Ham's employment agreement expires April 15, 2008, and his term may continue subsequent to the expiration date on a month-to-month basis at the same salary. His annual salary is $150,000, and he received 50,000 stock options as part of the employment agreement.

REPORT ON EXECUTIVE COMPENSATION

General

The Compensation Committee of our Board of Directors was established in 2002 and currently consists of CK Cho and Robert Biehl. The Compensation Committee is comprised entirely of non-employee directors and is responsible for establishing the compensation of our senior management, including salaries, bonuses, termination arrangements, and other executive officer benefits. The Compensation Committee also administers our equity incentive plans. The Compensation Committee also annually reviews and approves the compensation of Ricardo Salas, our Chief Executive Officer and President.

Compensation Philosophy

The Compensation Committee's goal is to establish and maintain compensation policies that will enable us to attract, motivate, and retain high-quality executives and to ensure that their individual interests are aligned with our long-term interests and our stockholders. The committee places heavy emphasis on paying for performance and believes that a significant portion of an executive's total compensation opportunity should be at risk and tied to company performance. Our compensation package consists of three principal components:

- Base salaries, subject to minimums set forth in individual employment agreements;
- Annual incentive bonus eligibility; and

- Stock option grants and other forms of equity-based compensation.

Base Salary. Base salary is the largest portion of the cash compensation package received by each of our executive officers. The base salary of each of our executive officers is governed by employment agreements that were entered into during 2000 through 2005. Subject to the minimum amounts set forth in their respective employment agreements, we generally establish the base salary of each executive officer based, among other factors, on the Compensation Committee's assessment of that executive officer's position, responsibilities, experience, and performance. Our philosophy is to pay base salaries sufficient to attract and retain highly qualified executives. An executive officer's level of responsibility is the primary factor used in determining base salary. Individual performance also is considered in determining any salary adjustment.

The Compensation Committee reviews and approves all executive officer salary adjustments as recommended by the Chief Executive Officer and determines whether to increase the base salary above the amount set forth in their employment agreements. The Compensation Committee reviews annually the performance of the Chief Executive Officer and establishes his base salary, subject to the minimum $250,000 annual base salary. In 2005 and 2004, the Compensation Committee did not increase the base salary of any of the executive officers.

Annual Bonus. Our executive officers are eligible for an annual cash bonus under our Performance Bonus Plan.

The plan is designed to:

- put a significant portion of an executive officer's total cash compensation opportunity at risk based on the performance of the Company;

- be aligned with our mission, values and culture;

- be cost-effective and appropriately budgeted to allow for growth of our revenue as well as growth of individual compensation plans;

- be externally competitive by matching or leading competitors; and

- be internally equitable through alignment with level of contribution, performance-based rewards, and administrative capabilities.

Awards of incentive bonuses generally are based on achieving corporate goals and a subjective evaluation of the contributions of individual executives toward the achievement of our business goals. Eligibility for the bonus will be contingent upon the Company meeting or exceeding company-wide financial goals and successful attainment of individual goals for the position. Both elements must be successfully met in order to be eligible for the bonus. None of our executive officers received bonuses for 2004 and 2005 because the company-wide financial goals were not satisfied.

Equity-Based Compensation.

Our equity-based awards to our executive officers consist principally of stock options granted from time to time under our 2002 Equity Incentive Plan and our 1996 Stock Option Plan. Stock option grants are based on various factors, including the executive officer's position, responsibility and tenure, each executive officer's ability to contribute to our future success, and the other elements of such executive officer's compensation. Generally, we use equity-based compensation to better align the interests of our executive officers with those of our stockholders. For 2005, the Compensation Committee approved awards of options to executive officers and certain members of senior management, with the sizes of the awards determined with reference to the scope of the position and the employees' relative contributions to the Company. In addition, three of our executive officers, John Kang, our Chairman of the Board, James Kang, our executive Founder, and William Johnson, our Director, own a significant amount of our common stock.

CEO Compensation

Ricardo Salas, who was elected as our President and Chief Executive Officer on December 30, 2005, will receive an initial base salary of $250,000 for serving as President and Chief Executive Officer of our company. Mr. Salas did not receive any salary or stock options as our President and Chief Executive Officer during 2005.

Prior to John Kang's resignation as our President and Chief Executive Officer on December 30, 2005, Mr. Kang's base salary was $200,000. Mr. Kang's compensation reflects his status as a significant stockholder of the Company. Accordingly, his base salary is lower than the base salary of CEOs of comparable companies. Mr. Kang voluntarily waived his base salary from January 2004 through May 2004 in support of the Company's strategic cash objectives. In June 2004, Mr. Kang returned to his base salary of $200,000 and received his differential retroactive pay in equal installments over the remaining months of 2004. As a significant stockholder in the Company, his overall compensation is tied directly to sustained increases in the Company's value. During 2005, Mr. Kang participated in a voluntary salary deferral plan, which resulted in 50% deferral of his base salary from January through June 2005, which was applied to his Section 16(b) liability from 2002 stock transactions with Growell Metal Co., Ltd. In June 2005, Mr. Kang returned to his base salary of $200,000.

No bonus payments were made to Mr. Kang for 2004 and 2005 because the Compensation Committee determined not to pay any bonuses to any of our executive officers due to the Company missing its financial goals. During 2005, Mr. Kang was granted 50,000 shares of stock options. No options were granted to Mr. Kang in 2004. As of December 31, 2005, Mr. Kang held options and warrants to purchase 1,985,485 shares of our common stock, of which 1,945,485 were fully vested.

The Internal Revenue Code imposes a limitation on the deduction under Section 162(m) for certain executive officers' compensation unless certain requirements are met. Our policy is to have all compensation fully deductible; however, we reserve the right to pay compensation that is not deductible if it is in our best interests.

Compensation Committee of the Board of Directors

CK Cho

Robert Biehl

December 31, 2005

The report of the Compensation Committee shall not be deemed incorporated by reference by any general statement incorporating by reference this Annual Report on Form 10-K into any filing under the Securities Act of 1933 or under the

Securities Exchange Act of 1934, except to the extent that we specifically incorporate this information by reference, and shall not otherwise be deemed filed under such acts.

DIRECTOR COMPENSATION

Our non-employee directors receive an annual fee of $10,000 for their service to our board and are reimbursed for expenses incurred in attending board and committee meetings. Non-employee directors are also entitled to receive a $10,000 annual cash stipend for each standing board committee (excluding the Audit Committee) on which the director serves. For Audit Committee service, the Audit Committee chairman is entitled to a $35,000 annual stipend, and the other members of the Audit Committee are entitled to a $27,500 annual stipend. In addition to the annual stipends, each non-employee director is entitled to receive a per-meeting fee of $1,000 for each meeting of the board of directors or any board committee attended in person. Effective December 30, 2005, Dean Tanella was elected as the lead independent director of the Company. The lead independent director is entitled to a $30,000 annual stipend.

We also have a 2002 Non-employee Director Stock Option Plan pursuant to which our non-employee directors are entitled to receive stock options. Under this plan, when a director is first elected or appointed to our board of directors, the non-employee director is entitled to receive an initial stock option grant to purchase 50,000 shares of our common stock. Thereafter, on the first business day of January of each year in which the director continues to serve as a member of our board, the director is entitled to an annual stock option grant to purchase 10,000 shares of our common stock. All options granted under the plan have an exercise price equal to the fair market value of our common stock on the date of the grant. These stock options have a 10-year term, vest, and are exercisable pursuant to an equal 5-year vesting schedule, and remain exercisable for certain periods of time after a person is no longer a director.

No director who is an employee will receive separate compensation for services rendered as a director. However, our employee directors are eligible to participate in our 2002 Equity Incentive Plan

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The following table sets forth certain information regarding the beneficial ownership of our common stock as of January 13, 2006 by:

- each person known by us to be a beneficial owner of more than 5.0% of our outstanding common stock;
- each of our directors;
- each of our named executive officers; and
- all directors and executive officers as a group.

The amounts and percentage of common stock beneficially owned are reported on the basis of the regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a “beneficial owner” of a security if that person has or shares “voting power,” which includes the power to vote or to direct the voting of such security, or “investment power,” which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Under these rules, more than one person may be deemed a beneficial owner of the same securities and a person may be deemed a beneficial owner of securities as to which he has no economic interest. The number of shares of common stock outstanding used in calculating the percentage for each listed person includes the shares of common stock underlying options or warrants held by such person that are, or within 60 days after January 13, 2006, exercisable, but excludes shares of common stock underlying options or warrants held by any other person (whether or not exercisable within 60 days). The percentage of common stock beneficially owned is based on 42,246,621 shares of common stock outstanding on January 13, 2006.

Name of Beneficial Owner	Shares	Percent of Class
5% Stockholders		
Tjoa Thian Song(7) 16 Raffles Quay #B1-14A Hong Leong Building Singapore 0101	4,008,523	10%
Jack Chitayat(10) 1133 Park Avenue, Suite 1W New York, NY 10128	2,544,289	6%
Directors and Named Executive Officers		
Ricardo A. Salas(9) 25800 Commercentre Drive, Suite 100	1,221,812	3%

Lake Forest, CA 92630		
John Kang(1) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	5,104,973	12%
James Kang(2) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	6,066,033	14%
William Johnson(3) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	1,207,650	3%
Dean Tanella(4) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	38,120	*
Bobb Biehl(5) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	37,929	*
CK Cho(6) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	287,686	*
Young Ham(8) 25800 Commercentre Drive, Suite 100 Lake Forest, CA 92630	17,500	*
All directors and executive officers as a group (8 persons)	13,981,703	33%

* Less than one percent.

(1) As of August 22, 2003, John Kang was named Chairman of our board of directors. Mr. Kang resigned from his position as President and Chief Executive Officer of our company on December 30, 2005. However, he will continue to serve as Chairman of the board and will continue to work for the Company on a full-time basis. The beneficial shares include:

(a) 1,622,904 shares that are issuable pursuant to outstanding stock options that are exercisable currently or within 60 days of January 13, 2006. Does not include 40,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days; and

(b) 132,400 shares held by Mr. Kang's minor children.

(2) Includes 2,861,291 shares issuable pursuant to outstanding stock options that are exercisable currently or within 60 days of January 13, 2006. Also includes 969 shares held by James Kang's minor children. Does not include 16,129 shares issuable pursuant to outstanding stock options that are not exercisable currently or within 60 days of January 13, 2006.

(3) Includes 12,000 shares issuable pursuant to outstanding stock options that are exercisable currently or within 60 days of January 13, 2006. Does not include 58,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days.

(4) Includes 16,130 shares held by Mr. Tanella's investment firm, HarborLight Diversified Fund, LP. Also, includes 1,390 shares held by Mr. Tanella's family. Does not include 78,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days. Includes 12,000 shares that are issuable pursuant to outstanding stock options that are exercisable within 60 days of January 13, 2006.

(5) Does not include 10,000 shares issuable pursuant to outstanding stock options that are exercisable currently within 60 days of January 13, 2006. Does not include 50,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days of January 13, 2006.

(6) Includes 92,584 shares issuable pursuant to currently exercisable warrants and 435,167 shares issuable pursuant to currently convertible notes. Also, includes 10,000 shares issuable pursuant to outstanding stock options that are exercisable currently or within 60 days of January 13, 2006. Does not include 50,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days of January 13, 2006.

(7) 3,874,585 of these shares are held of record by a revocable grantor trust established by Mr. Tjoa for himself and his family members. Mr. Tjoa continues to beneficially own all such shares.

(8) Includes 17,500 shares issuable pursuant to outstanding stock options exercisable currently or within 60 days of January 13, 2006. Does not include 120,000 shares that are issuable pursuant to outstanding stock options that are not exercisable within 60 days of January 13, 2006.

(9) Includes 67,126 shares issuable pursuant to currently exercisable warrants and 217,584 shares issuable pursuant to currently convertible notes.

(10) 91,792 of these shares are held of record by a trust established by Mr. Chitayat for his family members. Mr. Chitayat continues to beneficially own all such shares.

Equity Incentive Plans/Equity Compensation Plans

Securities authorized for issuance under equity compensation plans as of December 31, 2005 were as follows:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights [a]	Weighted-average exercise price of outstanding options, warrants, and rights [b]	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column [a]) [c]
Equity compensation plans approved by stockholders	7,993,555	$ 4.45	6,790,585
Equity compensation plans not approved by stockholders	5,362,373	$ 2.36	—
Total	13,355,928		6,790,585

Equity compensation plans not approved by stockholders consist of:

Warrants to purchase up to 563,151 shares issued on March 1, 2004 with an original exercise price of $3.00 per share and an expiration date of March 1, 2006;

Warrants to purchase up to 893,750 shares issued on June 13, 2005 with an exercise price of $2.00 per share and an expiration date of June 13, 2010;

Warrants to purchase up to 2,883,965 shares issued on August 2, 2005 with an exercise price of $2.00 per share and an expiration date of August 2, 2010;

Warrants to purchase up to 322,581 shares issued to John Kang and Ricardo Salas on February 21, 2001 with an exercise price of $4.65 per share and an expiration date of December 31, 2005;

Warrants to purchase up to 322,581 shares issued to Tjoa Thian Song on February 21, 2001 with an exercise price of $4.65 per share and an expiration date of December 31, 2005; and

Warrants to purchase up to 376,345 shares issued to Paul Azinger on January 1, 2001 with an exercise price of $1.16 per share and an expiration date of January 1, 2008.

The number of securities and type of plans available for future issuance of stock options as of December 31, 2005 were as follows:

	Options and Warrants for Common Shares			
Plan Name	Authorized	Exercised	Outstanding	Available
1996 Stock Option Plan	12,903,226	1,974,365	3,386,297	—
2002 Equity Incentive Plan	10,000,000	—	2,151,950	6,420,585
2002 Non-employee Director Stock Option Plan	1,000,000	—	234,000	370,000
Total Stock Options	23,903,226	1,974,365	5,772,247	6,790,585

1996 Stock Option Plan

Our 1996 Stock Option Plan provides for the grant of stock options to employees, directors, and consultants of our company and its affiliates. The purpose of the plan is to retain the services of existing employees, directors, and consultants; to secure and retain the services of new employees, directors, and consultants; and to provide incentives for such persons to exert maximum efforts for our success. The plan provides for the granting to employees of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, and for the granting to employees and consultants of nonstatutory stock options. Our board of directors terminated the 1996 Stock Option Plan on April 4, 2002. The termination will not affect any outstanding options under the plan, and all such options will continue to remain outstanding and be governed by the plan.

Options granted under the 1996 Stock Option Plan are generally not transferable by the optionee except by will or the laws of descent and distribution, and each option is exercisable, during the lifetime of the optionee, only by the optionee. Options generally must be exercised within 90 days after the optionee's termination for cause, three months following the end of the optionee's status as an employee or consultant, other than for cause or for death or disability, or within six months after the optionee's termination by disability or twelve months following the optionee's termination by death. However, in no event may an option be exercised later than the earlier of the expiration of the term of the option or ten years from the date of the grant of the option or, where an optionee owns stock representing more than 10% of the voting power, five years from the date of the grant of the option in the case of incentive stock options.

As of December 31, 2005, options to purchase 3,386,297 shares of common stock were outstanding and exercisable at a weighted average price of $6.14 per share under the 1996 Stock Option Plan. As of December 31, 2005, 1,974,365 shares had been issued upon exercise of options under the plan.

2002 Equity Incentive Plan

Our 2002 Equity Incentive Plan, which was adopted by our board of directors and approved by our stockholders in April 2002, provides for the grant of stock options to officers, employees, consultants, and directors of our company and its subsidiaries. The purpose of the plan is to advance the interests of our stockholders by enhancing our ability to attract, retain, and motivate persons who make or are expected to make important contributions to our company and its subsidiaries by providing such persons with equity ownership opportunities and performance-based incentives, thereby better aligning their interests with those of our stockholders. The plan provides for the granting to employees of incentive stock options within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended, and for the granting to employees and consultants of nonstatutory stock options. In addition, the plan permits the granting of stock appreciation rights, or SARs, with or independently of options, as well as stock bonuses and rights to purchase restricted stock. A total of ten million shares of our common stock may be granted under the plan.

The plan is administered by our board of directors or a committee appointed by our board of directors. All members of such a committee must be a non-employee director and an outside director, as defined in the plan. Subject to the limitations set forth in the plan, the administrator has the authority to select the persons to whom grants are to be made, to designate the number of shares to be covered by each stock award, to determine whether an option is to be an incentive stock option or a nonstatutory stock option, to establish vesting schedules, to specify the option exercise price and the type of consideration to be paid upon exercise, and, subject to some restrictions, to specify other terms of stock awards.

The administrator establishes the option exercise price, which in the case of incentive stock options, must be at least the fair market value of the common stock on the date of the grant or, with respect to optionees who own at least 10% of our outstanding common stock, 110% of fair market value. If our common stock is listed and traded on a registered national or regional securities exchange, or quoted on the National Association of Securities Dealers' Automated Quotation System, fair market value is the average closing price of a share of our common stock on such exchange or quotation system for the five trading days prior to the date of grant. If our common stock is not traded on a registered securities exchange or quoted in such a quotation system, fair market value is determined in good faith by the administrator.

Options granted under the plan are generally not transferable by the optionee except by will or the laws of descent and distribution, and to certain related individuals with the consent of the administrator. Options generally must be exercised within three months after the optionee's termination of employment for any reason other than disability or death, or within 12 months after the optionee's termination by disability. Options granted under the plan vest at the rate specified in the option agreement. However, in no event may an option be exercised later than the earlier of the expiration of the term of the option or 10 years from the date of the grant of the option, or when an optionee owns stock representing more than 10% of the voting power, five years from the date of the grant of the option in the case of incentive stock options.

Any incentive stock options granted to an optionee which, when combined with all other incentive stock options becoming exercisable for the first time in any calendar year that are held by that person, would have an aggregate fair market value in excess of $100,000, shall automatically be treated as nonstatutory stock options.

The plan may be amended, altered, suspended or terminated by our board of directors at any time, but no such amendment, alteration, suspension or termination may adversely affect the terms of any option previously granted without the consent of the affected optionee. Unless terminated sooner, the plan will terminate automatically in April 2012. As of December 31, 2005, there were 2,151,950 outstanding options or stock awards at a weighted average price of $2.66 under the plan.

In September 2005, the non-employee directors of our company were given the opportunity to receive shares of stock under the plan in lieu of past-due director and committee fees that were due to them for periods through September 30, 2005. Such shares were issuable to such directors at an average price of $1.89 per share. As of December 31, 2005, a total of 92,219 shares were issued to non-employee directors in lieu of these past-due fees.

2002 Non-employee Director Stock Option Plan

Our 2002 Non-employee Director Stock Option Plan was adopted by our board of directors and by our stockholders in April 2002. We have reserved a total of one million shares of our common stock for issuance under the plan. The option grants under the plan are automatic and nondiscretionary, and the exercise price of the options is equal to 100% of the fair market value of our common stock on the grant date.

Only non-employee directors are eligible for grants under the plan. The plan will provide for an initial grant to a new non-employee director of an option to purchase 50,000 shares of our common stock. Subsequent to the initial grants, each non-employee director will be automatically granted on the first business day of January commencing January 1, 2003, an option to purchase 10,000 shares of our common stock.

The term of the options granted under the plan is 10 years, but the options expire 12 months after the termination of the optionee's status as a director or three months if the termination is due to the voluntary resignation of the optionee. The option grants will vest and become exercisable as to one-fifth of the shares on the date that is one year after the date of grant and an additional one-fifth of the shares subject to the option on a cumulative basis will vest and become exercisable annually thereafter.

As of December 31, 2005, options to purchase 234,000 shares of common stock were outstanding at a weighted average price of $2.55 per share under the 2002 Non-employee Director Stock Option Plan. There were 24,000 options exercisable under the 2002 Non-employee Director Stock Option Plan as of December 31, 2005.

The plan will terminate in March 2012, unless our board of directors terminates it sooner.

Item 13. Certain Relationships and Related Transactions

In June 2003, we entered into an exclusive, ten-year license agreement with LLPG, Inc. ("LLPG"), a corporation primarily owned and led by Jack Chitayat, a former director of our company. Under the terms of the agreement, LLPG has the right to commercialize Liquidmetal alloys, particularly precious-metal based compositions, in jewelry and high-end luxury product markets. In turn, we will receive royalty payments over the life of the contract on all Liquidmetal products produced and sold by LLPG. In conjunction with its technology licensing contract, LLPG purchased two proprietary Liquidmetal alloy melting machines and three proprietary Liquidmetal alloy casting machines for a total purchase price of $2,000,000. We have not received any royalties to date under this agreement.

We are a party to a license agreement with California Institute of Technology ("Caltech") under which we exclusively license from Caltech certain inventions and technology relating to amorphous alloys. Professor William Johnson, a member of our board of directors, is a professor at Caltech, and substantially all of the amorphous alloy technology licensed to us under the Caltech license agreement was developed in Professor Johnson's Caltech laboratory.

Additionally, we reimburse Caltech for laboratory expenses incurred by Professor Johnson's Caltech laboratory, which during the years ended December 31, 2005 and 2004, amounted to $20,000 and $0, respectively.

We are a party to a consulting agreement with William Johnson, a board member. Under this agreement, Mr. Johnson provides consulting services on an as-needed basis through 2004 as it relates to marketing and development Liquidmetal alloy. The agreement currently continues on a month-to-month basis. During the years ended December 31, 2005 and 2004, we incurred approximately $15,000 and approximately $90,000 in consulting fees from Mr. Johnson, respectively.

We are a party to a consulting agreement with Chitnis Consulting, Inc., which is owned 100% by Shekhar Chitnis, a former director and executive officer of our company. Under this agreement, we have engaged Chitnis Consulting to provide consulting services on an as-needed basis through December 31, 2005. During the years ended December 31, 2005 and 2004, we incurred approximately $53,000 and $54,000 in consulting fees from Chitnis Consulting, respectively.

Soo Buchanan, the sister of John Kang and James Kang, was employed by our company and was paid aggregate compensation of approximately $104,000 and $43,000 as of December 31, 2005 and 2004. Effective, July 31, 2005, our Ms. Buchanan was terminated as an employee and began providing services to the company as a consultant. During 2005, the company incurred $18,000 for her services as a consultant. Additionally, Otis Buchanan, the husband of Ms. Buchanan, was employed by the Company and was paid aggregate compensation of approximately $103,000 and $54,000 as of December 31, 2005 and 2004, respectively.

In November 2004, we entered into an agreement with John Kang, our Chairman, President, and Chief Executive Officer, in which Mr. Kang agreed that certain stock transactions by him in 2002 involving our common stock should have resulted in a liability under Section 16(b) of the Securities Exchange Act of 1934, as amended ("Section 16(b)"). These transactions include Mr. Kang's private sale of 285,715 shares of his personal Liquidmetal Technologies common stock to Growell Metal Co., Ltd. in February 2002, prior to our initial public offering. They also include Mr. Kang's subsequent indirect purchase and disposition of Liquidmetal Technologies common stock in order to satisfy a personal agreement Mr. Kang made to Growell Metal in February 2002 regarding the guaranteed minimum value of the stock purchased by Growell Metal in February 2002 (the purchases and dispositions incident to this agreement occurred in August and November 2002, respectively). Lastly, the transactions include open-market purchases of an aggregate of 89,300 shares of our common stock made by Mr. Kang in August 2002.

The Audit Committee of our Board of Directors conducted an independent inquiry into the above-described transactions with the aid of independent legal counsel and, as a result of such inquiry, the Audit Committee concluded that the transactions should have resulted in a liability to the Company under Section 16(b) in the amount of $0.3 million. Mr. Kang has acknowledged this liability, and in an agreement negotiated between Mr. Kang and the Audit Committee and approved by the full Board, Mr. Kang will pay this liability through periodic installments in 2005 and 2006. As a result, the Company accrued for the $0.3 million receivable in other assets and other income as of December 31, 2004. The above-described transactions involving Growell Metal was reported on a new Form 4 filed by Mr. Kang on November 15, 2004, and the open-market purchases were previously reported on a timely basis in August 2002. As of December 31, 2005, the outstanding amount of the receivable was $0.2 million, which is included in other assets. Mr. Kang has paid $0.1 million during 2005. The Company has agreed to defer

Mr. Kang's payment schedule until 2006 as Mr. Kang has agreed accept reduced compensation for the remainder of 2005. The remaining outstanding balance of $0.2 million will be due before the end of 2006.

During the year ended December 31, 2005, the Company executed a $0.2 million promissory note with CK Cho, member of our Board of Directors, for working capital purposes. The note was due and paid in full as of June 30, 2005. The note has an annual rate of interest of 6% resulting in the Company paying approximately $2 thousand in interest. Mr. Cho also holds $0.6 million of Senior Convertible Notes and holds 92,584 exercisable warrants as of December 31, 2005. Further, during the year ended December 31, 2005, Mr. Cho advanced approximately $1.3 million to cover short-term liquidity needs. The advances were made without interest and were repaid as of December 31, 2005.

During the year ended December 31, 2005, Ricardo Salas, our President and Chief Executive Officer, and Young Ham, our Chief Financial Officer, each advanced the company approximately $0.1 million to cover short-term liquidity needs. The advances were made without interest and were repaid as of December 31, 2005.

We believe that each of the foregoing transactions was consummated on terms at least as favorable to us as we would expect to negotiate with unrelated third parties.

Item 14. Principal Accounting Fees and Services

Prior to December 2005, Stonefield Josephson, Inc. was our independent public accountant; however, effective December 1 2005, Stonefield Josephson, Inc. resigned as our independent accountant. Liquidmetal Technologies subsequently engaged Choi, Kim & Park, LLP. Item 14 includes the principal accounting fees and services for our auditors.

Choi, Kim & Park, LLP

Choi, Kim & Park, LLP was engaged in January 2006 and has served as our independent public accountants since that date.

The following table summarizes the aggregate fees billed to the Company by Choi, Kim & Park, LLP for professional services:

Fees	2005
Audit Fees (1)	$ 150,000

(1) *Audit Fees.* Fees for audit services billed in 2005 consisted of audit of the Company's annual financial statements for 2005;

Stonefield Josephson, Inc.

Stonefield Josephson, Inc. was engaged in May 2004 and has served as our independent public accountants during the year ended December 31, 2003 and 2004, and through December 1, 2005.

The following table summarizes the aggregate fees billed to the Company by Stonefield for professional services:

Fees	2003, 2002, and 2001	2004	2005
Audit Fees (1)	$ 760,000	$ 150,000	$ 420,000

(1) *Audit Fees.* Fees for audit services billed in 2004 consisted of:

- Audit of the Company's annual financial statements for 2003, 2002, and 2001;
- Review and audit of the Company's quarterly and annual financial statements for 2004, respectively.

Fees for audit services billed in 2005 consisted of:

- Review of the Company's quarterly financial statements for 2005;
- Review of the Company's internal controls in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 for 2005.

The Audit Committee pre-approves all audit and permissible non-audit services provided by the independent directors on a case-by-case basis. The Audit Committee approved 100% of the services performed by Choi, Kim & Park, LLP and Stonefield Josephson, Inc. in 2005, 2004, and 2003 as identified above.

PART IV

Item 15. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) The following documents are filed as a part of this report:

1. *Financial Statements*.

2. *Financial Statement Schedules*. See the last page of Consolidated Financial Statements.

3. *Exhibits*. See Item 15(c) below.

(b) *Exhibits*. The exhibits listed on the Exhibit Index, which appears at the end of this Item 15, are filed as part of, or incorporated by reference into, this report.

(c) *Financial Statement Schedules*. See Item 15(a)(2) above.

EXHIBIT INDEX

Exhibit Number		Description of Document
2.1	—	Agreement and Plan of Merger, dated May 21, 2003, between Liquidmetal Technologies, Inc. and Liquidmetal Technologies (incorporated by reference to Exhibit 2.1 to the Form 10-Q filed on August 14, 2003).
3.1	—	Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Form 10-Q filed on August 14, 2003)
3.2	—	Bylaws (incorporated by reference to Exhibit 3.2 to the Form 10-Q filed on August 14, 2003)
4.1	—	Reference is made to Exhibits 3.1 and 3.2.
4.2	—	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.2 to the Form 10-Q filed on August 14, 2003)
10.1	—	Amended and Restated License Agreement, dated September 1, 2001, between Liquidmetal Technologies, Inc. and California Institute of Technology (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.2	—	Improved Property Commercial Lease, dated September 11, 2002, between Liquidmetal Technologies, Inc. and P & S Properties (incorporated by reference to Exhibit 10.2 of Form 10-K filed on March 31, 2003).
10.3	—	Lease, dated October 4, 2001, between Plaza IV Associates, Ltd. and Liquidmetal Technologies, Inc. (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.4	—	Second Amendment of Lease, dated October 3, 2003, between Liquidmetal Technologies, Inc. and Plaza Associates IV, Ltd. (incorporated by reference to Exhibit 10.1 of Form 10-Q filed on November 14, 2003).
10.5	—	Standard Lease, dated May 27, 2001, between Investors Equity Fund, Inc. and Amorphous Technologies International (now known as Liquidmetal Technologies, Inc.) (incorporated by reference to Exhibit 10.1 to the Registration Statement on Form S-1 on November 20, 2001 (Registration No. 333-73716)).
10.6*	—	1996 Stock Option Plan, as amended, together with form of Stock Option Agreement (incorporated by reference to Exhibit 10.7 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.7*	—	2002 Equity Incentive Plan (incorporated by reference to Exhibit 10.23 to the Registration Statement on Form S-1 (Amendment No. 2) filed on April 5, 2002 (Registration No. 333-73716)).
10.8*	—	2002 Non-Employee Director Stock Option Plan (incorporated by reference to Exhibit 10.24 to the Registration Statement

		on Form S-1 (Amendment No. 2) filed on April 5, 2002 (Registration No. 333-73716)).
10.9*	—	Employment Agreement, dated December 31, 2000, between Liquidmetal Technologies, Inc. and John Kang, as amended by Amendment No. 1 to Employment Agreement, dated June 28, 2001 (incorporated by reference to Exhibit 10.8 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.10*	—	Employment Agreement, dated May 1, 2001, between Liquidmetal Technologies, Inc. and James Kang, as amended by Amendment No. 1 to Employment Agreement, dated June 28, 2001 (incorporated by reference to Exhibit 10.9 to the Registration Statement on Form S-1 (Amendment No. 2) filed on April 5, 2002 (Registration No. 333-73716)).
10.11*	—	Amendment No. 2 to Employment Agreement, dated September 1, 2003, between James Kang and Liquidmetal Technologies, Inc. (incorporated by reference to Exhibit 10.2 of Form 10-Q filed on November 14, 2003).
10.12*	—	Employment Agreement, dated October 1, 2001, between Liquidmetal Technologies, Inc. and William Johnson, Ph.D. (incorporated by reference to Exhibit 10.10 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716))
10.13*	—	Employment Agreement, dated October 1, 2001, between Liquidmetal Technologies, Inc., and David Binnie. (incorporated by reference to Exhibit 10.13 to the Form 10-K filed on November 10, 2004)

10.14*	—	Employment Agreement, dated November 3, 2004, between Liquidmetal Technologies, Inc. and Tony Chung. (incorporated by reference to Exhibit 10.14 to the Form 10-K filed on November 10, 2004)
10.15*	—	Employment Agreement, dated December 31, 2000, between Liquidmetal Technologies, Inc. and T. Scott Wiggins (incorporated by reference to Exhibit 10.11 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.16*	—	Employment Agreement, dated May 21, 2001, between Liquidmetal Technologies, Inc. and Brian McDougall (incorporated by reference to Exhibit 10.12 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.17*	—	Employment Separation Agreement, dated December 31, 2003, between Liquidmetal Technologies, Inc. and Brian McDougall. (incorporated by reference to Exhibit 10.17 to the Form 10-K filed on November 10, 2004)
10.18*	—	Letter Agreement, dated February 26, 2004, between Brian McDougall and Liquidmetal Technologies, Inc. (incorporated by reference to Exhibit 10.18 to the Form 10-K filed on November 10, 2004)
10.19*	—	Employment Agreement, December 1, 2002, between Liquidmetal Technologies, Inc. and Thomas Trotter. (incorporated by reference to Exhibit 10.19 to the Form 10-K filed on November 10, 2004)
10.20*	—	Employment Separation Agreement, dated November 6, 2003, between Liquidmetal Technologies, Inc. and Thomas Trotter. (incorporated by reference to Exhibit 10.20 to the Form 10-K filed on November 10, 2004)
10.21*	—	Separation and Consulting Agreement, dated November 15, 2001, between Liquidmetal Technologies, Inc. and Shekhar Chitnis, together with Consulting Agreement attached as Exhibit A (incorporated by reference to Exhibit 10.14 to the Registration Statement on Form S-1 (Amendment No. 2) filed on April 5, 2002 (Registration No. 333-73716)).
10.22	—	Warrant for Purchase of Shares of Common Stock, dated February 21, 2001, granted by Liquidmetal Technologies, Inc. to John Kang and Ricardo Salas (incorporated by reference to Exhibit 10.18 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.23	—	Warrant for Purchase of Shares of Common Stock, dated February 21, 2001, granted by Liquidmetal Technologies, Inc. to Tjoa Thian Song (incorporated by reference to Exhibit 10.19 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.24	—	Non-Qualified Stock Option Agreement, dated January 1, 2001, between Liquidmetal Technologies, Inc. and Paul Azinger (incorporated by reference to Exhibit 10.19 to the Registration Statement on Form S-1 filed on November 20, 2001 (Registration No. 333-73716)).
10.25	—	Foreign Corporation Lease Zone Occupancy (Lease) Agreement, dated March 5, 2002, between Kyonggi Local Corporation and Liquidmetal Korea Co., Ltd. (incorporated by reference to Exhibit 10.22 to the Registration Statement on Form S-1 (Amendment No. 2) filed by Liquidmetal Technologies on April 5, 2002 (Registration No. 333-73716)).
10.26	—	Credit Service Agreement, dated February 2003, between Liquidmetal Korea Co., Ltd. and Kookmin Bank (incorporated by reference to Exhibit 10.20 to the Form 10-K filed on March 31, 2003).
10.27	—	Agreement for Rent dated February, 2003, between Liquidmetal Korea Co., Ltd. and Dong Myung Seo Bank (incorporated by reference to Exhibit 10.21 to the Form 10-K filed on March 31, 2003).
10.28	—	Share Transfer Agreement, dated February 28, 2004, among Liquidmetal Korea Co. Ltd., Sun Joo Ho, and Dongyang Induction Co. Ltd. (incorporated by reference to Exhibit 10.28 to the Form 10-K filed on November 10, 2004)
10.29	—	Settlement Agreement, dated January 10, 2004, between Liquidmetal Korea Co., Ltd. and Growell Metal Co., Ltd. (incorporated by reference to Exhibit 10.29 to the Form 10-K filed on November 10, 2004)
10.30	—	Amended and Restated Securities Purchase Agreement, dated March 1, 2004, among Liquidmetal Technologies, Inc., Michigan Venture Capital Co., Ltd., and the investors identified as “Purchasers” therein (incorporated by reference to Exhibit 10.1 to the Form 8-K filed on July 2, 2004).
10.31	—	Form of 6% Senior Convertible Note issued under Amended and Restated Securities Purchase Agreement (incorporated by reference to Exhibit 10.2 to the Form 8-K filed on July 2, 2004).

10.32	—	Registration Rights Agreement, dated March 1, 2004, among Liquidmetal Technologies, Inc. and the purchasers under Amended and Restated Securities Purchase Agreement (incorporated by reference to Exhibit 10.3 to the Form 8-K filed on July 2, 2004).
10.33	—	Common Stock Purchase Warrant, dated March 1, 2004, granted by Liquidmetal Technologies, Inc. to Michigan Venture Capital Co., Ltd. (incorporated by reference to Exhibit 10.4 to the Form 8-K filed on July 2, 2004).
10.34	—	Factory Mortgage Agreement, dated March 1, 2004, among Liquidmetal Korea Co., Ltd., Michigan Venture Capital Co., Ltd., and the other parties identified therein (incorporated by reference to Exhibit 10.5 to the Form 8-K filed on July 2, 2004).

10.35	—	Securities Purchase Agreement, dated March 1, 2004, among Liquidmetal Technologies, Inc. and the investors identified as “Purchasers” therein (incorporated by reference to Exhibit 10.6 to the Form 8-K filed on July 2, 2004).
10.36	—	Form of 6% Senior Convertible Note issued under Securities Purchase Agreement (incorporated by reference to Exhibit 10.7 to the Form 8-K filed on July 2, 2004).
10.37	—	Registration Rights Agreement, dated March 1, 2004, among Liquidmetal Technologies, Inc. and the purchasers under Securities Purchase Agreement (incorporated by reference to Exhibit 10.8 to the Form 8-K filed on July 2, 2004).
10.38	—	Form of Common Stock Purchase Warrant granted to purchasers under Securities Purchase Agreement (incorporated by reference to Exhibit 10.9 to the Form 8-K filed on July 2, 2004).
10.39	—	Form of Placement Agent Common Stock Purchase Warrant, dated March 1, 2004 (incorporated by reference to Exhibit 10.10 to the Form 8-K filed on July 2, 2004).
10.40	—	Security Agreement, dated March 1, 2004, between Liquidmetal Technologies, Inc. and Middlebury Capital LLC, as agent (incorporated by reference to Exhibit 10.11 to the Form 8-K filed on July 2, 2004).
10.41	—	Note Exchange Agreement, dated July 29, 2004, among Liquidmetal Technologies, Inc. and certain individuals identified as “Noteholders” therein (incorporated by reference to Exhibit 10.1 to the Form 8-K filed on August 20, 2004).
10.42	—	Form of 10% Senior Secured Notes Due 2005 of Liquidmetal Technologies, Inc. issued pursuant to Note Exchange Agreement filed as Exhibit 10.2 hereto (incorporated by reference to Exhibit 10.2 to the Form 8-K filed on August 20, 2004).
10.43	—	Form of 6% Senior Security Note Due 2007 of Liquidmetal Technologies, Inc. issued pursuant to Note Exchange Agreement filed as Exhibit 10.3 hereto (incorporated by reference to Exhibit 10.3 to the Form 8-K filed on August 20, 2004).
10.44	—	Note Exchange Agreement, dated July 29, 2004, among Liquidmetal Technologies, Inc and Winvest Venture Partners Inc. (incorporated by reference to Exhibit 10.4 to the Form 8-K filed on August 20, 2004).
10.45	—	10% Senior Secured Notes Due 2005 of Liquidmetal Technologies, Inc. issued to Winvest Venture Partners Inc. (incorporated by reference to Exhibit 10.5 to the Form 8-K filed on August 20, 2004).
10.46	—	Form of 6% Senior Security Note Due 2007 of Liquidmetal Technologies, Inc. issued to Winvest Venture Partners Inc. (incorporated by reference to Exhibit 10.6 to the Form 8-K filed on August 20, 2004).
10.47	—	Employment Agreement, dated January 14, 2005, between Liquidmetal Technologies, Inc. and John Thorne (incorporated by reference to Exhibit 10.47 to the Form 10-K filed on March 30, 2005).
10.48		Securities Purchase Agreement dated August 2, 2005, among Liquidmetal Technologies, Inc. and the parties identified as “Purchasers” therein (incorporated by reference from Exhibit 10.1 of the Registrant’s 10-Q/A filed on August 30, 3005)
10.49		Form of 7% Senior Secured Convertible Note of Liquidmetal Technologies, Inc., dated August 2, 2005 (incorporated by reference from Exhibit 10.2 of the Registrant’s 10-Q/A filed on August 30, 3005)
10.50		Form of Common Stock Purchase Warrant, dated August 2, 2005 (incorporated by reference from Exhibit 10.3 of the Registrant’s 10-Q/A filed on August 30, 3005)
10.51		Amended and Restated Registration Rights Agreement, dated August 2, 2005, among Liquidmetal Technologies, Inc. and the parties identified as “Purchasers” therein (incorporated by reference from Exhibit 10.4 of the Registrant’s 10-Q/A filed on August 30, 3005)
10.52		Amended and Restated Security Agreement, dated August 2, 2005, among Liquidmetal Technologies, Inc. and the parties identified as the “Secured Parties” therein (incorporated

		by reference from Exhibit 10.5 of Registrant’s 10-Q/A filed on August 30, 3005)
10.53*		Employment Separation Agreement, dated September 30, 2005, between Liquidmetal Technologies, Inc. and David G. Binnie (incorporated by reference from Exhibit 10.53 of the Registration Statement on Form S-1 filed on December 9, 2005 (Registration No.333-130251)).
10.54		Securities Purchase Agreement, dated June 13, 2005, among Liquidmetal Technologies, Inc. and the parties identified as “Purchasers” therein (incorporated by reference from Exhibit 99.1 of the Registrant’s 8-K filed on 06/16/05)
10.55		Form of 10% Convertible Unsecured Note of Liquidmetal Technologies, Inc. due June 2006 (incorporated by reference from Exhibit 99.2 of the Registrant’s 8-K filed on 06/16/05)
10.56		Form of Common Stock Purchase Warrant, dated June 13, 2005 (incorporated by reference from Exhibit 99.3 of the Registrant’s 8-K filed on 06/16/05)
10.57		Registration Rights Agreement, dated June 13, 2005, among Liquidmetal Technologies, Inc. and the parties identified as “Purchasers” therein (incorporated by reference from Exhibit 99.4 of the Registrant’s 8-K filed on 06/16/05)
10.58		Agreement, dated November 3, 2004, between Liquidmetal Technologies, Inc. and John Kang relating to liability under Section 16(b).
10.59		Form of Indemnity Agreement between Liquidmetal Technologies, Inc. and directors and executive officers.
10.60		Factoring, Loan, and Security Agreement, dated April 21, 2005, between Liquidmetal Technologies, Inc. and Hana Financial, Inc.
14	—	Code of Ethics for Chief Executive Officer and Senior Financial and Accounting Officers. (incorporated by reference to Exhibit 14 to the Form 10-K filed on November 10, 2004)
21	—	Subsidiaries of the Registrant. (incorporated by reference to Exhibit 21 to the Form 10-K filed on November 10, 2004)
23.1	—	Consent of Choi, Kim & Park, LLP
23.2	—	Consent of Stonefield Josephson, Inc.
24.1	—	Power of Attorney relating to subsequent amendments (included on the signature page(s) of this report).
31.1	—	Certification of Principal Executive Officer pursuant to Rule 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934, as amended.
31.2	—	Certification of Principal Financial Officer pursuant to Rule 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934, as amended.
32.1	—	Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350.
32.2	—	Certification of Principal Financial Officer pursuant to 18 U.S.C. 1350.

* Denotes a management contract or compensatory plan or arrangement required to be filed as an exhibit this Form 10-K.

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.

Liquidmetal Technologies, Inc.

By: /s/ Ricardo Salas
Ricardo Salas
President and Chief Executive Officer

Date: March 16, 2006

By: /s/ Young Ham
Young Ham
Chief Financial Officer

Date: March 16, 2006

POWER OF ATTORNEY

KNOW ALL THESE PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Ricardo Salas and Young Ham and each of them, jointly and severally, his attorneys-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each said attorneys-in-fact or his substitute or substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ John Kang John Kang	Chairman of the Board and Director	March 16, 2006
/s/ James Kang James Kang	Founder and Director	March 16, 2006
/s/ William Johnson William Johnson	Director	March 16, 2006
/s/ Robert Biehl Robert Biehl	Director	March 16, 2006
/s/ Dean Tanella Dean Tanella	Director	March 16, 2006
/s/ CK Cho CK Cho	Director	March 16, 2006

Certifications provided as Exhibits.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Liquidmetal Technologies, Inc.

We have audited the accompanying consolidated balance sheet of Liquidmetal Technologies, Inc. and subsidiaries (the "Company") as of December 31, 2005, and the related consolidated statements of operations and comprehensive loss, shareholders' equity (deficiency), and cash flows for the year ended December 31, 2005. Our audit also included the financial statement schedule listed at index in Item 15(a) as of and for the year ended December 31, 2005. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audit.

We conducted our audit 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. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Liquidmetal Technologies, Inc. and subsidiaries as of December 31, 2005, and the results of their operations and cash flows for the year ended December 31, 2005, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such 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.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company's significant operating losses and working capital deficit raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Choi, Kim & Park LLP

/s/ Choi, Kim & Park LLP
Los Angeles, California
Certified Public Accountants

February 23, 2006

To the Board of Directors and Shareholders of Liquidmetal Technologies, Inc.

We have audited the accompanying consolidated balance sheet of Liquidmetal Technologies, Inc. and subsidiaries (the "Company") as of December 31, 2004 , and the related consolidated statements of operations and comprehensive loss, shareholders' equity (deficiency), and cash flows for each of the two years in the period ended December 31, 2004 . Our audit also included the financial statement schedule listed at index in Item 15(a) as of and for the years ended December 31, 2004 and 2003. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audit 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. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Liquidmetal Technologies, Inc. and subsidiaries as of December 31, 2004, and the results of their operations and cash flows for each of the two years in the period ended December 31, 2004, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such 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.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company's significant operating losses and working capital deficit raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Stonefield Josephson, Inc.

/s/ Stonefield Josephson, Inc.
Irvine, California
Certified Public Accountants

March 3, 2005

LIQUIDMETAL TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	December 31, 2005	December 31, 2004
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 1,392	$ 742
Restricted cash	—	754
Trade accounts receivables, net of allowance for doubful accounts of $61 and $108	2,360	1,668
Inventories	1,748	2,353
Prepaid expenses and other current assets	609	930
Total current assets	6,109	6,447
Property, plant and equipment, net	13,437	16,434
Idle equipment	193	1,906
Long-term inventory	—	1,810
Other intangibles, net	1,185	1,143
Other assets	639	768
Total assets	$ 21,563	$ 28,508
LIABILITIES AND SHAREHOLDERS' EQUITY		
Curernt liabilities:		
Accounts payable and accrued expenses	$ 6,530	$ 4,969
Settlement payable	3,331	3,246
Deferred revenue	1,275	900
Short-term debt	550	—
Long-term debt, current portion, net of debt discount of $0 and $851	1,343	5,991
Other liabilities, current portion	483	1,032
Warrant liabilities	1,792	550
Beneficial conversion feature liabilities	959	—
Total current liabilities	16,263	16,688
Long-term debt, net of current portion and debt discount of $7,354 and $0	6,338	2,618
Other long-term liabilities, net of current portion	348	342
Total liabilities	22,949	19,648
Shareholder's equity (deficiency):		
Common stock, $0.001 par value; 100,000,000 shares authorized and 42,187,621 and 41,609,652 issued and outstanding at December 31, 2005 and 2004, respectively	42	42
Additional paid in capital	132,861	132,160
Accumulated deficit	(136,559)	(125,313)
Accumulated other comprehensive income	2,270	1,971
Total shareholder' equity (deficiency)	(1,386)	8,860
Total liabilities and shareholders' equity (deficiency)	$ 21,563	$ 28,508

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

LIQUIDMETAL TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in thousands, except per share data)

	Years Ended December 31, 2005	2004	2003
Revenue	$ 16,365	$ 17,429	$ 13,658
Cost of sales	15,129	12,168	18,162
Gross (loss) profit	1,236	5,261	(4,504)
Operating expenses			
Selling, general, and administrative	8,534	11,591	17,729
Research and development	1,120	1,467	8,780
Impairment of goodwill	—	—	184

Impairment of long lived assets	4,487	—	2,684
Total operating expenses	14,141	13,058	29,377
Loss before interest, other income, income taxes, minority interest, and discontinued operations	(12,905)	(7,797)	(33,881)
Loss from exinguishments of debt	(1,247)	(1,663)	—
Change in value of warrants, net	3,985	747	—
Change in value of beneficial conversion feature	3,849	—	—
Other income	—	302	—
Interest expense	(4,945)	(3,603)	(390)
Interest income	17	37	304
Gain on sale of marketable securities held-for-sale	—	—	1,178
Loss before income taxes, minority interest and discontinued operations	(11,246)	(11,977)	(32,789)
Income taxes	—	—	—
Loss before minority interest and discontinued operations	(11,246)	(11,977)	(32,789)
Minority interest in loss of consolidated subsidiary	—	—	21
Loss from continuing operations	(11,246)	(11,977)	(32,768)
Discontinued operations:			
Income (loss) from operations of discontinued operations, net	—	(749)	(964)
Gain (loss) from disposal of discontinued operations, net	—	—	127
Net Loss	(11,246)	(12,726)	(33,605)
Other comprehensive gain (loss):			
Foreign exchange translation gain (loss) during the period	299	1,716	211
Net unrealized gain (loss) on marketable securities available-for-sale	—	—	(1,668)
Comprehensive loss	$ (10,947)	$ (11,010)	$ (35,062)
Per common share basic and diluted:			
Loss per share - continuing operations	(0.27)	(0.29)	(0.79)
Loss per share - discontinuing operations	—	(0.02)	(0.02)
Loss per share basic and diluted	(0.27)	(0.31)	(0.81)
Number of weighted average shares - basic and diluted	41,833	41,610	41,505

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

LIQUIDMETAL TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIENCY)
(in thousands, except share data)

	Common Shares	Common Stock	Additional Paid in Capital (restated)	Unamortized Stock-based Compensation (restated)	Accumulated Deficit (restated)	Accumulated Other Compre-hensive Income (loss)	Total
Balance, December 31, 2002 (as restated)	41,009,245	$ 106,554	$ 21,575	$ (260)	$ (78,982)	$ 1,712	$ 50,599
Stock options exercised	684,165	1,149	—	—	—	—	1,149
Repurchase of shares	(93,758)	(653)	—	—	—	—	(653)
Change in par value due to reincorporation	—	(107,008)	107,008	—	—	—	—
Stock-based compensation	10,000	—	100	25	—	—	125
Unamortized stock option-based compensation	—	—	(107)	107	—	—	—
Purchase of common stock of subsidiaries	—	—	5	—	—	—	5
Foreign exchange translation gain	—	—	—	—	—	211	211
Reclassification for net realized gain	—	—	—	—	—	(1,668)	(1,668)
Net loss	—	—	—	—	(33,605)	—	(33,605)
Balance December 31, 2003	41,609,652	$ 42	$ 128,581	$ (128)	$ (112,587)	$ 255	$ 16,163
Stock-based compensation	—	—	261	15	—	—	276
Unamortized stock option-based compensation	—	—	(113)	113	—	—	—
Beneficial conversion feature	—	—	3,424	—	—	—	3,424
Warrants cancelled	—	—	7	—	—	—	7
Foreign exchange translation gain	—	—	—	—	—	1,716	1,716
Net loss	—	—	—	—	(12,726)	—	(12,726)
Balance, December 31, 2004	41,609,652	$ 42	$ 132,160	$ —	$ (125,313)	$ 1,971	$ 8,860
Stock based compensation	—	—	41	—	—	—	41
Conversion of notes payable	485,750	—	485	—	—	—	485
Common stock issued as director's fees	92,219	—	175	—	—	—	175
Foreign exchange translation gain	—	—	—	—	—	299	299
Net loss	—	—	—	—	(11,246)	—	(11,246)
Balance, December 31, 2005	42,187,621	$ 42	$ 132,861	$ —	$ (136,559)	$ 2,270	$ (1,386)

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

LIQUIDMETAL TECHNOLOGIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, except share data)

	Years Ended December 31, 2005	2004	2003
Operating activities:			
Net loss	$ (11,246)	(12,726)	(33,605)
Add (gain) loss from operations and loss on disposition of discontinued operations	—	749	837
	(11,246)	(11,977)	(32,768)
Adjustments to reconcile net loss from operations to net cash used for operating activities:			
Impairment of long lived assets	4,307	—	2,684
Impairment of goodwill	—	—	184
Loss from growell settlement	—	—	2,765
Gain on sale of marketable securities held-for-sale	—	—	(1,178)
(Gain) loss on disposal of asset	(14)	4	—
Depreciation and amortization	3,401	3,444	4,354
Loss on extinguishments of debt	1,247	1,663	—
Amortization of debt discount	2,793	2,860	—
Stock-based compensation	41	276	123
Bad debt (recovery) expense	(6)	84	(28)
Warranty expense	101	288	(297)
Minority interest	—	—	(21)
(Gain) loss from change in value of warrants	(3,986)	747	—
(Gain) loss from change in value of beneficial conversion feature	(3,849)	—	—
Changes in operating assets and liabilities:			
Trace accounts receivable	(686)	1,996	1,660
Inventories	(151)	(2,103)	(100)
Prepaid expenses and other current assets	350	(535)	1,689
Other assets	(378)	(869)	83
Accounts payable and accrued expenses	1,606	414	(5,969)
Deferred revenue	375	(535)	38
Other liatbilities	(410)	(2,154)	2,661
Net cash used for continuing operations	(6,505)	(6,397)	(24,120)
Net cash provided by (used for) discontinued operations	—	73	(2,429)
Net cash used for operating activities	(6,505)	(6,324)	(26,549)
Investing Activities:			
Purchases of property and equipment	(169)	(73)	(2,329)
Proceeds from sale of property and equipment	69	38	—
Proceeds from sale of marketable securities held-for-sale	—	—	2,578
Investment in patents and trademarks	(159)	(273)	(298)
Net cash used for investing activities	(259)	(308)	(49)
Financing Activities:			
Proceeds from borrowings	17,774	9,924	5,488
Repayment of borrowings	(11,333)	(5,184)	(1,441)
Repayment of other liabilities	(133)	(135)	(72)
Proceeds from restricted cash	754	(754)	—
Stock options excercised	—	—	899
Proceeds from issuance of common stock by subsidiaries, net	—	—	5
Net cash provided by financing activities	7,062	3,851	4,879
Effect of foreign exchange translation	353	396	(212)
Net increase (decrease) in cash and cash equivalents	651	(2,385)	(21,931)
Cash and cash equivalents at beginning of period	742	3,127	25,058
Cash and cash equivalents at end of period	1,393	742	3,127
Supplemental cash flow information			
Interest paid	$ 1,472	$ 640	$ 443
Taxes paid	$ —	$ —	$ —

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

In 2005, the Company's 6% senior convertible notes due July 2007 was converted into 485,750 of the Company's common stock at a conversion price of $1.00 per share.

In 2004, the Company sold its 51% ownership interest in Dongyang to the 49% minority shareholder, which resulted in a loss of $46 from disposal of discontinued operations.

In 2004, the Company sold assets and liability of its Taesung equipment manufacturing division in Korea to a third party which resulted in a loss of approximately $184.

In 2003, an option holder surrendered 93,758 shares of the Company's common stock in lieu of cash payment for the option exercise price of $250 and income taxes payable by the option holder of $403. The Company immediately canceled the common shares received in lieu of cash payment upon receipt of the shares.

In 2003 the Company reclassified $1,477 of machines from property, plant and equipment to machines held by customer.

In 2003, the Company entered into a lease agreement for $291 of laboratory equipment that was recorded as a capital lease obligation.

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

LIQUIDMETAL TECHNOLOGIES, INC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended December 31, 2005, 2004, and 2003
(in thousands, except share data)

1. Description of Business

Liquidmetal Technologies, Inc. ("Liquidmetal Technologies") and its subsidiaries (collectively "the Company") are in the business of developing, manufacturing, and marketing products made from amorphous alloys. Liquidmetal Technologies markets and sells Liquidmetal® alloy industrial coatings and also manufactures, markets and sells products and components from bulk Liquidmetal alloys that can be incorporated into the finished goods of its customers across a variety of industries. The Company also partners with third-party licensees and distributors to develop and commercialize Liquidmetal alloy products.

The Company classifies operations into two reportable segments: Liquidmetal alloy industrial coatings and bulk Liquidmetal alloys. Liquidmetal alloy industrial coatings are used primarily as a protective coating for industrial machinery and equipment, such as drill pipe used by the oil drilling industry and boiler tubes used by coal-burning power plants. Bulk Liquidmetal alloys include potential market opportunities to manufacture and sell products and components for electronic devices, medical devices, defense applications, and sporting goods. In addition, the bulk Liquidmetal alloys segment includes tooling and prototype sampling, and the manufacture and sale of die casting and VIM equipment (see Note 3 for disclosure regarding the disposal of this segment). In addition, such alloys are used to generate research and development services revenue for developing uses related primarily to defense and medical applications as well as potential license fees, royalties, and other compensation from strategic partnering transactions.

On August 4, 2004, the Company established a post-processing plant in the city of Weihai in Shandong province of China under Weihai Liquidmetal Company Limited, which is 100 percent owned by Liquidmetal Korea, to facilitate our bulk alloy manufacturing business. Weihai Liquidmetal is consolidated into Liquidmetal Technologies with all intercompany transactions eliminated.

2. Liquidity

The Company has experienced losses from continuing operations during the last two fiscal years and has an accumulated deficit of $136,559 as of December 31, 2005. Cash used for continuing operations for the year ended December 31, 2005 was $6,505. At December 31, 2005, working deficit was $10,154. As of December 31, 2005, the Company's principal source of liquidity is $1,392 of cash and $2,360 of trade accounts receivable. Such conditions raise substantial doubt that the Company will be able to continue as a going concern. These operating results occurred while the Company was developing and continues to develop and to commercialize and manufacture products from an entirely new and unique technology. These factors have placed a significant strain on the financial resources of the Company. The ability of the Company to overcome these challenges depends on its ability to correct its production inefficiencies, continue to reduce its operating costs, generate higher revenue, and achieve positive cash flow from continuing operations and profitability and continued sources of debt and equity financing. The consolidated financial statements do not include any adjustments that might result from the outcome of the uncertainty.

Capital requirements during the next 12 months will depend on numerous factors, including the success of existing products, the development of new applications for Liquidmetal alloys, the resources devoted to develop and support Liquidmetal alloy products. If the available funds and cash generated from operations are insufficient to satisfy liquidity requirements, the Company will need additional funds in the future to support working capital requirements and for other purposes, and will need to raise additional funds through public or private equity financing, bank debt financing, or from other sources. Subsequent to the close of the second quarter of 2005, the Company completed a private placement of $9,878 of 7% convertible debt in consideration for $5,000 aggregate cash received, $4,280 exchange of previously issued notes, and satisfaction of accrued interest and fees of $598 from the previously issued notes (see Note 14). Adequate funds may not be available when needed or may not be available on favorable terms. The Company expects to continue to devote limited capital to our research and development activities, to further develop and strengthen our manufacturing capabilities, and for working capital and other general corporate purposes.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404"), the SEC has adopted rules requiring public companies to include a report of management on the company's internal controls over financial reporting in their annual reports on Form 10-K. In addition, the public accounting firm auditing a public company's financial statements must attest to and report on management's assessment of the effectiveness of the company's internal controls over financial reporting. Although these requirements were first applicable to the Company's annual report on Form 10-K for the fiscal year ended December 31, 2004, the Company did not comply with these requirements for such fiscal year as described in the following paragraphs.

Effective December 27, 2005, the SEC announced final rulings on revisions to accelerated filer definition and deadlines for periodic reports. The ruling revised the definition of the term "accelerated filer" to permit an accelerated filer that has voting and non-voting common equity held by non-affiliates of less than $50 million to exit accelerated filer status at the end of the fiscal year in which its equity falls below $50 million and to file its annual report for that year and subsequent periodic reports on a non-accelerated basis. As of the fiscal year ended December 31, 2005, we are considered an accelerated filer and are required to comply with SOX 404 requirements for the 2005 fiscal year.

The time and resources committed to the restatement of prior periods' financial statements as aforementioned delayed our internal timetable with respect to our documentation, assessment and evaluation of internal control over financial reporting. Due to the issues described in the foregoing paragraph, as well as limitation on financial and internal resources, management's assessment of the effectiveness of our internal control over financial reporting had been substantially delayed, which in turn had delayed the Company's independent registered public accounting firm, Stonefield Josephson, Inc. in performing its audit of management's assessment of the effectiveness of internal control over financial reporting pursuant to SOX 404. Therefore, the Company's independent registered public accounting firm issued a disclaimer of opinion with respect to the Company's internal control over financial reporting as of December 31, 2004, and such disclaimer was filed with the Company's amended Form 10-K filed on May 10, 2005.

The Company has devoted significant amount of financial and internal resources during 2005 and early part of 2006 to ensure compliance with SOX 404, and on January 16, 2006, Company's management believes that the Company has substantially completed its documentation, assessment and evaluation of its internal controls over financial reporting as of December 31, 2005. However, our independent auditors, Stonefield Josephson Inc., resigned on December 1, 2005, and on January 20, 2006, the Company hired Choi, Kim & Park LLP ("CKP") as its new independent registered public accounting firm. While the Company has advised CKP of the foregoing weaknesses in internal controls, due to the untimeliness of the foregoing events, CKP was unable to satisfactorily complete their audit of the Company's internal control over financial reporting pursuant to SOX 404, and thus, have issued a disclaimer of an opinion on the company's internal control over financial reporting as of December 31, 2005. The Company's management will continue to monitor potential changes in the legal and regulatory requirements of SOX 404, particularly the requirements for small public companies.

The filing of a disclaimer does not comply with the SEC's rules and regulations under Section 404, and this noncompliance has resulted in the Company being in violation of Section 13(a) under the Securities Exchange Act of 1934. Section 13(a) establishes the general requirement that public companies must file with the SEC, in accordance with such rules and regulations as the SEC may prescribe, such information, documents, and reports as the SEC may from time to time require for the protection of investors, including Form 10-Ks and 10-Qs.

In addition to the foregoing, although the Company's common stock was admitted to the OTC Bulletin Board for quotation on June 15, 2005, as a result of our noncompliance with Section 404 for the 2005 fiscal year, it may not have been appropriate for the OTC Bulletin Board to admit our common stock for quotation on June 15, 2005. Consequently, there is no assurance that the Company's common stock will remain eligible for quotation on the OTC Bulletin Board.

3. Summary of Significant Accounting Policies

Principles of Consolidation. The consolidated financial statements include the accounts of Liquidmetal Technologies, Inc. and its wholly-owned subsidiaries, Liquidmetal Korea Co., Ltd. ("LMT Korea"), located in South Korea, Chusik Hoesa Dongyang Yudoro ("Dongyang"), now accounted for as a discontinued operations, and Liquidmetal Golf and its subsidiaries, which included the retail golf segment, now accounted for as a discontinued operations. The Company acquired its 51% interest in Dongyang in 2002. The aggregate purchase price was $333 in cash. As of March 2004, the Company divested of its 51% ownership in Dongyang to the minority shareholder. In June 2004, the Company sold assets and liability of its Taesung equipment manufacturing division in Korea to a third party. Accordingly, the results of Dongyang and Taesung's operations have been reclassified in the consolidated financial statements as discontinued operations (see Note 17). Previously, the results of Donyang and Taesung's operations have been included in the consolidated financial statements from the acquisition date. All intercompany balances and transactions have been eliminated. A minority interest in Liquidmetal Golf is included in the consolidated financial statements as a component of the loss from operations of the discontinued retail golf segment (see Note 17). Effective in 2003, management closed the Japan operations and the Seoul office, which did not result in a significant impact on the financial position or results of operations for any of the periods presented. Also, effective in December 2003, management closed the Tampa office (see Note 12). In August 2004, the Company established a post-processing plant in the city of Weihai in Shandong province of China under Weihai Liquidmetal Company Limited, which is 100 percent owned by Liquidmetal Korea, to facilitate our bulk alloy manufacturing business.

Sales of Stock by Subsidiaries. Gains on sales of stock by Liquidmetal Golf are recognized as components of the Company's shareholders' equity (deficiency).

Revenue Recognition. Revenue is recognized pursuant to applicable accounting standards including Securities and Exchange Commission ("SEC") Staff Accounting Bulletin ("SAB") No. 101 (SAB 101), *"Revenue Recognition in Financial Statements"*, and *SAB 104, Revenue Recognition*. SAB 101 as amended and SAB 104 summarize certain points of the SEC staff's views in applying generally accepted accounting principles to revenue recognition in financial statements and provides guidance on revenue recognition issues in the absence of authoritative literature addressing a specific arrangement or a specific industry. The Company's revenue recognition policy complies with the requirements of SAB 101 and SAB 104. Revenue is recognized at the time the Company ships its products, as this is when title passes to the customer and all other incidences of a sale have occurred. Revenue is deferred and included in liabilities when the Company receives cash in advance for services not yet performed or goods not yet delivered.

The Company applies the percentage of completion method to recognize revenue earned from government contracts that have cost-plus-fixed-fee arrangements. These arrangements provide the Company with full reimbursement on the actual cost incurred, plus a fixed fee that the Company is entitled to. These arrangements are covered by the American Institute of Certified Public Accountants Statement of Position 81-1, *Accounting for Performance of Construction-Type and Certain Production-Type Contracts* (SOP 81-1) and Accounting Research Bulletin No. 45, *Long-term Construction-Type Contracts* (ARB 45). In addition, cost-reimbursable contracts are also specifically covered by Accounting Research Bulletin No. 43, Chapter 11, Section A, *Government Contracts, Cost-Plus-Fixed Fee Contracts* (ARB 43). Substantially all of our cost-reimbursable and time and material contracts are with the U.S. Government, primarily with the Department of Defense. Revenues recognized under cost-plus-fixed fee are consistent with percentage of completion method and are consistent with ARB 43.

Sales on cost-reimbursable plus fixed fee type contracts are recognized as allowable costs are incurred on the contract and become billable to the customer, at an amount equal to the allowable costs plus the estimated profit on those costs. The estimated profit on a cost-reimbursable contract is generally fixed or variable based on the contract fee arrangement.

Cash and Cash Equivalents. The Company considers all highly liquid investments with maturity dates of three months or less when purchased to be cash equivalents. The Company limits the amount of credit exposure to each individual financial institution and places its temporary cash into investments of high credit quality. There are no significant concentrations of credit risk to the Company associated with cash and cash equivalents.

Restricted Cash. The Company considers all cash and cash equivalents held under restrictive accounts as restricted cash.

Marketable Securities. The Company follows Statement of Financial Accounting Standards ("SFAS") No. 115, *Accounting for Certain Investments in Debt and Equity Securities*, and classifies all of its investment securities as available -for-sale. Available-for-sale securities are carried at fair value, with the unrealized gains and losses reported in Shareholders' Equity (Deficiency) under the caption "Accumulated Other Comprehensive Income."

Trade Accounts Receivables. The Company grants credit to its customers generally in the form of short-term trade accounts receivable. The creditworthiness of customers is evaluated prior to the sale of inventory. As of December 31, 2005, one customer represented 12%, or $288, of the total outstanding trade accounts receivable. Two customers represent 30%, or $497, of total outstanding trade accounts receivable as of December 31, 2004.

The allowance for doubtful accounts reflects management's best estimate of probable losses inherent in the trade accounts receivable. Management primarily determines the allowance based on the aging of accounts receivable balances, historical write-off experience, customer concentrations, customer creditworthiness and current industry and economic trends. The Company's provisions for uncollectible receivables are included in selling, general and administrative expense in the accompanying consolidated statements of operations and comprehensive loss.

Inventories. Inventories are accounted for using the moving average basis and reported at the lower of cost or market. Inventories consist of raw materials, work in process, and finished goods. The Company records write-offs for inventory obsolescence when it is deemed that there is impairment of the value of the inventories on hand.

Property, Plant and Equipment. Property, plant and equipment are stated at cost less accumulated depreciation and amortization. Additions and major renewals are capitalized. Repairs and maintenance are charged to expense as incurred. Upon disposal, the related cost and accumulated depreciation are removed from the accounts, with the resulting gain or loss included in operating

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income. Depreciation is provided principally on the straight-line method over the estimated useful lives of the assets, which range from two to twenty years.

Leased property meeting certain criteria is capitalized and the present value of the related lease payments is recorded as a liability. Amortization of capitalized leased assets is provided on the straight-line method over the estimated useful lives of the assets, which is five years.

Intangible Assets. Intangible assets consist of the costs incurred to purchase patent rights and costs incurred to internally develop patents and trademarks. Intangible assets are reported net of accumulated amortization. Patents and trademarks are amortized using the straight-line method over a period based on their contractual lives ranging from ten to seventeen years.

Goodwill. Beginning January 1, 2002, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 142, *Goodwill and Other Intangible Assets* (See "New Accounting Pronouncements"). According to this statement, goodwill and other intangible assets are no longer subject to amortization, but instead must be reviewed annually for impairment by applying a fair value-based test.

Impairment of Long-lived Assets. The Company reviews long-lived assets to be held and used in operations for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may be impaired. An impairment loss is recognized when the estimated fair value of the assets is less than the carrying value of the assets. The Company recognized an impairment of long-lived assets in the amount of $4,512 during the year ended December 31, 2005 (see Notes 6 and 8), $0 during the year ended December 31, 2004, and $2,684 during the year ended December 31, 2003 (see Note 7).

Fair Value of Financial Instruments. The estimated fair value of amounts reported in the consolidated financial statements have been determined using available market information and valuation methodologies, as applicable. The carrying amount of cash and cash equivalents, accounts receivable, accounts payable, and all other current assets and liabilities approximate their fair value because of their short term maturities at December 31, 2005 and 2004, unless otherwise stated. The fair value of non-current assets and liabilities approximate their carrying value unless otherwise stated. The fair value of the Company's long-term debt is based on interest rates that would be available to the Company for the issuance of debt with similar terms.

Research and Development Expenses. Research and development expenses represent salaries, related benefits expense, expenses incurred for the design and testing of new processing methods and other expenses related to the research and development of Liquidmetal alloys. Development costs incurred in research and development activities are expensed as incurred.

Advertising and Promotion Expenses. Advertising and promotion expenses are expensed when incurred. Advertising and promotion expenses were $2, $239, and $136, for the years ended December 31, 2005, 2004, and 2003 respectively.

Debt Discount Amortization. Debt discounts for notes payable are amortized to interest expense, using a method that approximates the interest method over the term of the related debt instruments.

Stock-Based Compensation. The Company applies Accounting Principles Board ("APB") Opinion No. 25 for options when the exercise price of options granted to employees is less than the fair value of the underlying stock on the date of grant. The Company applies Statement of Financial Accounting Standards ("SFAS") No. 123 for options granted to non-employees who perform services for the Company.

Had the Company determined employee stock-based compensation cost based on the fair value at the grant date for stock options consistent with the method of SFAS No. 123, the Company's net loss and basic and diluted net loss per share would have been as follows:

		For the years ended December 31,		
		2005	2004	2003
Net loss from Continuing Operations:				
As reported		$ (11,246)	$ (11,977)	$ (32,768)
Add:	stock-based employee compensation expense included included in reported net loss, net of related tax effects	41	276	123
Deduct:	total stock-based employee compensation expense determined under the fair value based method for all awards, net of related tax	(2,861)	(4,201)	(5,427)
Proforma net loss from continuing oeprations		$ (14,066)	$ (15,902)	$ (38,072)
Basic and diluted net loss per share:				
As reported		(0.27)	(0.29)	(0.79)
Proforma		(0.34)	(0.38)	(0.92)

Income Taxes. Income taxes are provided under the asset and liability method as required by SFAS No. 109, *Accounting for Income Taxes*. Under this method, deferred income taxes are recognized for the tax consequences of “temporary differences” by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. The effect of a tax rate change on deferred taxes is recognized in operations in the period that the change in the rate is enacted. Valuation allowances are established when necessary to reduce net deferred tax assets to the amount expected to be realized.

Translation of Foreign Currency. Upon consolidation of the Company’s foreign subsidiaries into the Company’s consolidated financial statements, any balances with the subsidiaries denominated in the foreign currency are translated at the exchange rate at year end. The financial statements of LMT Korea have been translated based upon Korean Won as the functional currency. LMT Singapore’s and LMT Korea’s assets and liabilities were translated using the exchange rate at year end and income and expense items were translated at the average exchange rate for the year. The resulting translation adjustment was included in other comprehensive income (loss).

The Company applies *FASB No. 52, Foreign Currency Translation*, for translating foreign currency into US dollars in our consolidation of the financial statements. Due to our restatement of 2002 financial statements, certain footnote disclosures and previously reported financial statements were adjusted to conform to retroactive applications of FASB No. 52. These adjustments did not have a material impact in the financial statements. See Note 2 in the notes to consolidated financial statements in the fiscal 2003 annual report on Form 10-K filed on November 10, 2004, which reflects the restatements of prior year transactions.

Earnings Per Share. Basic earnings per share (“EPS”) is computed by dividing earnings (losses) attributable to common shareholders by the weighted average number of common shares outstanding for the periods. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported periods. Actual results could differ from those estimates. These management estimates are primarily related to impairment of long-lived assets, inventory valuation, product warranty, and the allowance for bad debt account balances.

Reclassifications. Certain amounts from prior years have been reclassified to conform to the current year’s presentation.

New Accounting Pronouncements.

In June 2005, the Emerging Issues Task Force (“EITF”) reached a consensus on Issue No. 05-2 “The Meaning of ‘Conventional Convertible Debt Instrument’ in EITF Issue No. 00-19, ‘Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company’s Own Stock.’” Issuers of convertible debt are required by Statement 133 to evaluate whether it is necessary to separate the “embedded” conversion feature from the debt contract and account for the conversion feature as if it were a separate

derivative instrument. If the issuer determines that the embedded conversion feature would be classified in equity if it were a freestanding instrument, the conversion feature is not separated from the debt contract. EITF 00-19’s criteria must be applied to determine whether a conversion feature qualifies for equity classification, but it exempts a conversion feature embedded in a “conventional convertible debt instrument” from some of the criteria. EITF 05-2 requires convertible instruments that may be settled in a combination of cash or shares, e.g., those referred to as “Instrument C” in EITF 90-19, and instruments that may be convertible into a variable number of shares are not “conventional.” As a result, nonconventional instruments would need to satisfy all requirements of EITF 00-19 to support a conclusion that the conversion feature does not require accounting separate from that for the debt contract. The adoption of this Issue resulted in recognition of the beneficial conversion feature from the senior convertible notes issued in August 2005 as liabilities of $959 as of December 31, 2005 and a gain of $3,849 from the change in fair value of beneficial conversion feature liabilities for the year ended December 31, 2005 (see Note 14).

In June 2005, the EITF reached a consensus on Issue 05-6, “Determining the Amortization Period for Leasehold Improvements,” which requires that leasehold improvements acquired in a business combination or purchased subsequent to the inception of a lease be amortized over the lesser of the useful life of the assets or a term that includes renewals that are reasonably assured at the date of the business combination or purchase. EITF 05-6 is effective for periods beginning after June 29, 2005. Earlier application is permitted in periods for which financial statements have not been issued. The adoption of this Issue did not have an impact on the Company’s financial statements.

In September 2005, the EITF reached a consensus on Issue 05-7 "Accounting for Modifications to Conversion Options Embedded in Debt Instruments and Related Issues," which requires that a change in the fair value of a conversion option brought about by modifying the debt agreement be included in analyzing in accordance with EITF 96-19 "Debtor's Accounting for a Modification or Exchange of Debt Instruments" whether a debt instrument is considered extinguished. Under EITF 96-19's requirements, an issuer who modifies a debt instrument must compare the present value of the original debt instrument's cash flows to the present value of the cash flows of the modified debt. If the present value of those cash flows varies by more than 10 percent, the modification is considered significant and extinguishments accounting is applied to the original debt. If the change in the present value of the cash flows is less than 10 percent, the debt is considered to be modified and is subject to EITF 96-19's modification accounting. EITF 05-7's Consensus requires that in applying the 10 percent test the change in the fair value of the conversion option be treated in the same manner as a current period cash flow. The Consensus also requires that, if a modification does not result in an extinguishment, the change in fair value of the conversion option be accounted for as an adjustment to interest expense over the remaining term of the debt. The issuer should not recognize a beneficial conversion feature or reassess an existing beneficial conversion feature upon modification of the conversion option of a debt instrument that does not result in an extinguishment. EITF 05-7 is effective for modifications of debt instruments beginning in the first interim or annual reporting period beginning after December 15, 2005. The Company does not expect the adoption of the EITF to have material impact on the Company's financial statements.

In September 2005, the EITF reached a consensus on Issue No. 05-8, "Income Tax Consequences of Issuing Convertible Debt with a Beneficial Conversion Feature." Under EITF 05-8, the issuance of convertible debt with a beneficial conversion feature results in a temporary difference for purposes of applying Statement 109. The deferred taxes recognized for the temporary difference should be recorded as an adjustment to paid-in capital. EITF 98-5 "Accounting for Convertible Securities with Beneficial Conversion Features or Contingently Adjustable Conversion Ratios" and EITF 00-27 "Application of Issue No. 98-5 to Certain Convertible Instruments" require that the nondetachable conversion feature of a convertible debt security be accounted for separately if it is a beneficial conversion feature. A beneficial conversion feature is recognized and measured by allocating to additional paid-in capital a portion of the proceeds equal to the conversion feature's intrinsic value. A discount on the convertible debt is recognized for the amount that is allocated to additional paid-in capital. The debt discount is accreted from the date of issuance to the stated redemption date of the convertible instrument or through the earliest conversion date if the instrument does not have a stated redemption date. The U.S. Federal Income Tax Code includes the entire amount of proceeds received at issuance as the tax basis of the convertible debt security. The EITF 05-8 Consensus should be applied retrospectively to all instruments with a beneficial conversion feature accounted for under EITF 98-5 and EITF 00-27 for periods beginning after December 15, 2005. The Company does not expect the adoption of the EITF to have material impact on the Company's financial statements.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections – a replacement of APB Opinion No. 20 and FASB Statement No. 3." SFAS No. 154 replaces APB Opinion No. 20, "Accounting Changes," and FASB Statement No. 3, "Reporting Accounting Changes in Interim Financial Statements" and changes the requirements for the accounting for and reporting of a change in accounting principle. This statement applies to all voluntary changes in accounting principle. It also applies to changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. When a pronouncement includes specific transition provisions, those provisions should be followed. SFAS No. 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after December 31, 2005. We do not believe the adoption of SFAS No. 154 will have a material effect on its consolidated financial position, results of operations or cash flows.

On March 29, 2005, the SEC issued Staff Accounting Bulletin No. 107 (SAB 107) regarding the Staff's interpretation of SFAS 123(R). This interpretation expresses the views of the staff regarding the interaction between SFAS 123(R) and certain SEC rules and regulations and provides the staff's views regarding the valuation of share-based payment arrangements for public companies. In particular, this SAB provides guidance related to share-based payment transactions with no employees, the transition from nonpublic to public entity status, valuation methods, the accounting for certain redeemable financial instruments issued under share-based payment arrangements, the classification of compensation expense, non-GAAP financial measures, first-time adoption of SFAS 123(R) in an interim period, capitalization of compensation cost related to share-based payment arrangements, the accounting for income tax effects of share-based payment arrangements upon adoption of SFAS 123(R), the modification of employee share options prior to adoption of Statement 123(R) and disclosures in Management's Discussion and Analysis subsequent to adoption of SFAS 123(R). Our company will adopt SAB 107 in connection with its adoption of SFAS 123(R).

In December 2004, the FASB issued SFAS No. 123R, "Share-Based Payment", which replaces SFAS No. 123. SFAS No. 123R requires public companies to recognize an expense for share-based payment arrangements including stock options and employee stock purchase plans. The statement eliminates a company's ability to account for share-based compensation transactions using APB 25, and generally requires instead that such transactions be accounted for using a fair value based method. SFAS No. 123R requires an entity to measure the cost of employee services received in exchange for an award of equity instruments based on the fair value of the award on the date of grant, and to recognize the cost over the period during which the employee is required to provide service in exchange for the award. In April 2005, the SEC amended the compliance dates for SFAS 123(R), to allow companies to implement the standard at the beginning of their next fiscal year, instead of the next reporting period beginning after June 15, 2005. SFAS No. 123R is effective for our company in the quarter ending March 31, 2006. Upon adoption of SFAS 123R, companies are allowed to select one of three alternative transition methods, each of which has different financial reporting implications. We are currently evaluating the transition methods, valuation methodologies and other assumptions for employee stock options in light of SFAS No. 123R. Current estimates of option values using the Black-Scholes method may not be indicative of results from valuation methodologies ultimately implemented by our company upon adoption of SFAS No. 123R. Although we have not yet fully quantified the impact this standard will have on our financial statements, it is likely that the adoption of SFAS No. 123R will have a material impact on our company's financial position and results of operations. Stock-based Compensation under Consolidated Financial Statements provides the pro forma net income and earnings per share as if the Company had used a fair-value-based method similar to the methods required under SFAS 123(R) to measure the compensation expense for employee stock awards during the year ended December 31, 2005 and 2004.

In December 2004 the Financial Accounting Standards Board issued two FASB Staff Positions—FSP FAS 109-1, *Application of FASB Statement 109 "Accounting for Income Taxes" to the Tax Deduction on Qualified Production Activities* Provided *by the American Jobs Creation Act of 2004, and FSP FAS 109-2 Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004.* Neither of these affected the Company as it does not participate in the related activities.

In December 2004, the FASB issued SFAS No.153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29, Accounting for Nonmonetary Transactions." The amendments made by Statement 153 are based on the principle that exchanges of nonmonetary assets should be measured based on the fair value of the assets exchanged. Further, the amendments eliminate the narrow exception for nonmonetary exchanges of similar productive assets and replace it with a broader exception for exchanges of nonmonetary assets that do not have commercial substance. Previously, Opinion 29 required that the accounting for an exchange of a productive asset for a similar productive asset or an equivalent interest in the same or similar productive asset should be based on the recorded amount of the asset relinquished. Opinion 29 provided an exception to its basic measurement principle (fair value) for exchanges of similar productive assets. The Board believes that exception required that some nonmonetary exchanges, although commercially substantive, be recorded on a carryover basis. By focusing the exception on exchanges that lack commercial substance, the Board believes this Statement produces financial reporting that more faithfully represents the economics of the transactions. The Statement is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. Earlier application is permitted for nonmonetary asset exchanges occurring in fiscal periods beginning after the date of issuance. The provisions of this Statement shall be applied prospectively. We have evaluated the impact of the adoption of SFAS 153, and do not believe the impact will be significant to our company's overall results of operations or financial position.

In November 2004, the FASB issued SFAS No. 151 "Inventory Costs, an amendment of ARB No. 43, Chapter 4. The amendments made by Statement 151 clarify that abnormal amounts of idle facility expense, freight, handling costs, and wasted materials (spoilage) should be recognized as current-period charges and require the allocation of fixed production overheads to inventory based on the normal capacity of the production facilities. The guidance is effective for inventory costs incurred during fiscal years beginning after June 15, 2005. Earlier application is permitted for inventory costs incurred during fiscal years beginning after November 23, 2004. We have evaluated the impact of the adoption of SFAS 151, and do not believe the impact will be significant to our company's overall results of operations or financial position.

In March 2004, the FASB approved the consensus reached on the Emerging Issues Task Force (EITF) Issue No. 03-1, "The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments." The objective of this Issue is to provide guidance for identifying impaired investments. EITF 03-1 also provides new disclosure requirements for investments that are deemed to be temporarily impaired. In September 2004, the FASB issued a FASB Staff Position (FSP) EITF 03-1-1 that delays the effective date of the measurement and recognition guidance in EITF 03-1 until after further deliberations by the FASB. The disclosure requirements are effective only for annual periods ending after June 15, 2004. We have evaluated the impact of the adoption of the disclosure requirements of EITF 03-1 and do not believe the impact will be significant to our company's overall results of operations or financial position. Once the FASB reaches a final decision on the measurement and recognition provisions, we will evaluate the impact of the adoption of EITF 03-1.

In December 2003, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin ("SAB") No. 104, "Revenue Recognition." SAB 104 supersedes SAB 101, "Revenue Recognition in Financial Statements." SAB 104's primary purpose is to rescind accounting guidance contained in SAB 101 related to multiple element revenue arrangements, superseded as a result of the issuance of EITF 00-21, "Accounting for Revenue Arrangements with Multiple Deliverables." Additionally, SAB 104 rescinds the SEC's Revenue Recognition in Financial Statements Frequently Asked Questions and Answers ("the FAQ") issued with SAB 101 that had been codified in SEC Topic 13, Revenue Recognition. Selected portions of the FAQ have been incorporated into SAB 104. While the wording of SAB 104 has changed to reflect the issuance of EITF 00-21, the revenue recognition principles of SAB 101 remain largely unchanged by the issuance of SAB 104, which was effective upon issuance. The adoption of SAB 104 did not impact the consolidated financial statements.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force), the AICPA and the SEC did not or are not believed by management to have a material impact on our company's present or future consolidated financial statements.

4. Marketable Securities

On July 29, 2002, the Company invested $2,000 in Growell Metal, Inc. ("Growell"), a metals processing company located in South Korea and publicly traded on South Korea's KOSDAQ stock market. The Company acquired 891,100 shares (or approximately 5%) of Growell's outstanding common stock in this transaction. During the fourth quarter of 2002, Growell's spin-off of its electronics division resulted in the creation of a new company named Growell Electronics, Inc. ("Growell Electronics"). As a result of the spin-off, 30% of the Company's 891,100 common shares of Growell were exchanged for an equal number of shares in the common stock of Growell Electronics. During the year ended December 31, 2002, the Company sold its shares in Growell Electronics for approximately $1,432, which was based on the market price of the stock on the KOSDAQ stock market on the date of sale. This sale resulted in a realized gain of $832. At December 31, 2002, the change in fair value of the remaining investment in Growell resulted in an unrealized gain of $1,668, which is reported as other comprehensive income in the accompanying consolidated financial statements. In April 2003, the Company sold the stock owned in Growell, which resulted in a realized gain of $1,178. A reclassification adjustment of ($1,668) for net realized gains included in net loss is included in "Other comprehensive loss" on the accompanying Statement of Operations and Comprehensive Loss for the year ended December 31, 2003.

5. Trade accounts receivable

Trade accounts receivables from continuing operations were comprised of the following:

	December 31, 2005	December 31, 2004
Trade accounts receivable	$ 2,421	$ 1,776
Less: Allowance for doubtful accounts	(61)	(108)
Trade accounts receivable, net	$ 2,360	$ 1,668

6. Inventories

Inventories were comprised of the following:

	December 31, 2005	December 31, 2004
Raw materials	$ 565	$ 1,688
Work in process	763	352
Finished goods	420	313
Machines held by customer	—	—

Total current inventories	1,748	2,353
Long-term inventories	—	1,810
Total inventories	$ 1,748	$ 4,163

The Company maintains certain of its raw material inventories in amounts in excess of our operating cycle of one year due to the nature of our manufacturing process, production lead time, and the recyclability of our raw material. These inventories were classified as long-term inventory as of December 31, 2005, 2004 and 2003. The Company determined that its current and projected raw material requirements are not sufficient enough to warrant the use of such raw materials in the foreseeable future. Accordingly, the Company reduced the carrying value of raw materials held by its subsidiary, Liquidmetal Korea, by the amounts considered to be excessive during the year ended 2005. The write-down during the year ended December 31, 2005 amounted to $2,746 and is included in "Impairment of long lived assets" in the accompanying Consolidated Statement of Operations and Comprehensive Loss for the year ended December 31, 2005. The total amount of long term inventory was $0, and $1,810 as of December 31, 2005 and 2004, respectively.

The Company analyzes inventory held for any excess or obsolescence issues. Any amounts considered excess or obsolete are written off. Further, as significant amount of sales of Liquidmetal bulk alloy parts are used primarily in consumer electronics components, our inventory is subject to fluctuations in demand for those consumer electronics goods. Accordingly, the Company reduces the carrying value of raw materials held by its subsidiary, Liquidmetal Korea, by the amounts considered to be excess or obsolete. The write-downs amounted to $1,644 and are included in "Cost of Sales" in the accompanying Statement of Operations and Comprehensive Loss for the year ended December 31, 2005. As of December 31, 2004, the write-downs included in "Cost of Sales" in the accompanying Statement of Operations and Comprehensive Loss amounted to $605, which includes a $406 charge incurred during the fourth quarter of 2004 related to certain hinge finished goods used in our customer's cell phone models which were nearing its end of life.

Machines held by customer represent machines conditionally sold to Growell in 2002 and 2003. These machines are subject to put options whereby Growell has the right to require the Company to buy back the machines if certain conditions are not met. The Company recorded a write-down of $2,765 of raw material and machine inventory associated with the settlement of a dispute with Growell in December 2003 (see Note 11). These amounts are included in "Cost of Sales" in the accompanying Statement of Operations and Comprehensive Loss for the years ended December 31, 2003 and 2002.

7. Property, Plant and Equipment

Property, plant and equipment consists of the following:

	December 31, 2005	December 31, 2004
Machinery and equipment	$ 11,365	$ 12,600
Computer equipment	1,354	1,357
Office equipment, furnishings, and improvements	1,824	1,910
Buildings	11,892	9,719
Construction in progress	6	—
Total	26,441	25,586
Accumulated depreciation	(13,004)	(9,152)
Total property, plant and equipment, net	$ 13,437	$ 16,434

Depreciation expense is classified as follows:

	For the years ended December 31, 2005	2004	2003
Cost of Sales	$ 2,744	$ 2,623	$ 2,908
Selling, general and administrative	542	700	627
Research and development	—	8	730
Total depreciation expense	$ 3,286	$ 3,331	$ 4,265

During 2003, the Company experienced significant operational difficulties as a result of problems and delays encountered in manufacturing bulk amorphous parts. These events, along with the Company's history of operating or cash flow losses and uncertainty surrounding its future cash flows, led the Company to evaluate its long-lived assets for recoverability as of December 31, 2003. As a result, the Company determined that the carrying value of its manufacturing plant in Pyongtaek, South Korea exceeded its fair value as of December 31, 2003 in the amount of $2,684. The fair value of the building was based on the average of two independent appraisals of the building. This impairment loss is recorded in operating expenses as "Impairment of long lived assets" in the accompanying Consolidated Statement of Operations and Comprehensive Loss for the year ended December 31, 2003.

8. Idle Equipment

Idle equipment consists of certain equipment held by the Company for use in expansion of bulk alloy parts manufacturing. Due to excess manufacturing capacity, the Company classified the equipment as idle equipment at December 31, 2004. While the equipment may be used internally to meet future capacity requirements, considering our current revenue and foreseeable production requirements, the Company does not anticipate utilizing this equipment internally in the near future. For these reasons, during the second quarter of 2005, the Company determined to write down the carrying value of the idle equipment held by its subsidiary, Liquidmetal Korea, to its net realizable value. The write-down during the quarter ended June 30, 2005 amounted to $1,741 and is included in operating expenses as "Impairment of long lived assets" in the accompanying Consolidated Statement of Operations and Comprehensive Loss for the year ended December 31, 2005. Total amount of idle equipment remaining was $193, and $1,906 as of December 31, 2005 and 2004 respectively.

9. Other Intangible Assets

	December 31, 2005	December 31, 2004
Intangible assets consist of the following:		

Purchased and licensed patent rights	$ 559	$ 555
Internally developed patents	1,212	1,056
Trademarks	85	85
Total	1,856	1,696
Accumulated amortization	(670)	(553)
Total intangilbe assets, net	$ 1,186	$ 1,143

Amortization expense was $117, $113, and $100, for the years ended December 31, 2005, 2004, and 2003, respectively. The estimated aggregate amortization expense for each of the five succeeding years is as follows:

December 31,	Aggregate Amortization Expense
2006	$ 114
2007	112
2008	110
2009	108
2010	106

Accumulated Amortization for the years ended December 31, 2004 and 2003 is as follows:

	December 31, 2005	December 31, 2004
Purchased and licensed patent rights	$ (211)	$ (181)
Internally developed patents	(430)	(352)
Trademarks	(28)	(20)
Total	$ (670)	$ (553)

The weighted average amortization periods for each of the years ended December 31, 2005, 2004, and 2003 is as follows:

	December 31, 2005	2004	2003
Purchased and licensed patent right	17.0	17.0	17.0
Internally developed patents	17.0	17.0	17.0
Trademarks	10.0	10.0	10.0

Purchased patent rights represent the exclusive right to commercialize the bulk amorphous alloy and other amorphous alloy technology acquired from California Institute of Technology ("Caltech"), a shareholder, through a license agreement with Caltech ("License Agreement"). Under the License Agreement, the Company has the exclusive right to make, use, and sell products from all of Caltech's inventions, proprietary information, know-how, and other technology relating to amorphous alloys in existence as of September 1, 2001. The Company also has an exclusive license to eleven issued patents and two patent applications held by Caltech relating to amorphous alloy technology, as well as all related foreign counterpart patents and patent applications. Of the patents currently issued to Caltech and licensed by the Company, the earliest expiration date is 2013 and the latest expiration date is 2021. Furthermore, the license agreement gives the Company the exclusive right to make, use, and sell products from substantially all amorphous alloy technology that is developed in Professor William Johnson's Caltech laboratory during the period September 1, 2001 through August 31, 2005. All fees and other amounts payable by the Company for these rights and licenses have been paid or accrued in full, and no further royalties, license fees or other amounts will be payable in the future under the License Agreements.

In addition to the patents and patent applications under the License Agreement with Caltech, the Company has internally developed patents. Internally developed patents include legal and registration costs incurred to obtain the respective patents. The Company currently holds various patents and numerous pending patent applications in the United States, as well as numerous foreign counterparts to these patents outside of the United States.

10. Goodwill

During 2002, the Company completed an impairment review and did not recognize any impairment of goodwill. Accordingly, for 2002, the Company has forgone all related goodwill amortization expense. During 2003, Dongyang experienced net losses as a result of a continuing economic downturn in markets for its machinery products. These events, along with Dongyang's operating loss, cash flow losses and uncertainty surrounding its future cash flows, led the Company to evaluate its investment for recoverability as of December 31, 2003. As a result, the Company determined that the carrying value of its investment in Dongyang exceeded its fair value as of December 31, 2003 in the amount of $184. This impairment loss is recorded in operating expenses as "Impairment of Goodwill" in the accompanying Statement of Operations and Comprehensive Loss for the year ended December 31, 2003.

In March 2004, the Company sold its 51% investment in Dongyang to the 49% minority shareholder (see Note 17).

11. Settlement Payable

The settlement payable balance consists of payables to Growell Metal Co., Ltd., a South Korean metals processing company ("Growell"), as a result of a settlement agreement executed in January 2004. Under terms of the January 2004 settlement of the dispute over certain sales transactions from 2003 and 2002 between Liquidmetal Korea and Growell, Liquidmetal Korea agreed to pay Growell $4,895 to purchase Growell's investment in alloy inventories, proprietary alloying equipment purchased from Liquidmetal Korea, and supporting equipment purchased from other suppliers. Also as part of the settlement, Growell satisfied in full a balance of $2,058 owed to Liquidmetal Korea for the die casting machines Growell purchased from Liquidmetal Korea in the first quarter of

2003 as part of a license agreement to manufacture Liquidmetal alloy parts for the South Korean automotive industry. The remaining settlement payable of $2,837 were to be paid to Growell (in cash or stock at the Company's discretion) by December 31, 2004. As of December 31, 2005, the settlement payable was not paid to Growell due to Growell's breach of warranty on equipment repurchased by Liquidmetal Korea. The outstanding balance of payables to Growell from the settlement was $3,331 and $3,246 as of December 31, 2005 and 2004, respectively, net of foreign exchange translation loss. In January 2005, Growell was acquired by a third party and the Company is currently in negotiations to settle this balance with the third party.

The Company recorded a loss on the settlement at December 31, 2003 of $2,765 which is included in "Cost of Sales" in the December 31, 2003 Consolidated Statements of Operations and Comprehensive Loss. The loss on settlement reflects the write-down of the assets received in the settlement to their fair market value. The sale of the die casting machines to Growell was reflected in the first quarter of 2004. Under the settlement agreement between the parties, the Company and Growell granted to the other party (and the other party's affiliates) a release of all known and unknown claims of any nature arising between the parties through the date of settlement, as well as a release against future claims under agreements between the parties that were terminated as a part of the settlement. The settlement agreement provided that all agreements of any nature between the parties and their respective affiliates were terminated as of the date of settlement, with the exception of certain confidentiality agreements, a Liquidmetal coatings distribution agreement, and future rights under the die casting agreement pursuant to which Growell purchased the die casting machines and obtained a license to make auto parts from Liquidmetal alloys. The settlement agreement also includes, as an accommodation to Growell, if the Company becomes aware of any prospective customer that desires to purchase a proprietary Company casting machine at a time when Growell desires to sell any of its Liquidmetal die casting machines, then the Company will not sell such die casting machine to the prospective customer unless the Company first directs the prospective customer to Growell and encourages the prospective customer to purchase the machine from Growell.

12. Other Liabilities

The other liabilities balance consists of accrued severance and operating lease costs associated with the Company's cost reduction measures for the Tampa, Florida executive offices, the accrued loss on the settlement with a customer (see Note 11), a capital lease obligation for office furniture and furnishings and capital lease obligations for a SEM Microscope and a JSM Electron Microscope used in the laboratory in Lake Forest, California, and warrant payable from the convertible debt issued during 2004 (see note 14).

	December 31, 2005	December 31, 2004
Accrued severance	$ 550	$ 579
Accrued operating lease costs	215	596
Accued capital lease costs	69	213
Total	833	1,388
Imputed interest	(3)	(14)
Total	831	1,374
Less current portion	(483)	(1,032)
Other long term liabilities, less current portion	$ 348	$ 342

During 2003, the Company initiated activities to substantially reduce the number of employees and consolidate manufacturing and administrative facilities to improve operational effectiveness and efficiency and reduce expenses. During the year ended December 31, 2003, there was a total of 225 employees terminated. The total amount of severance granted to the terminated employees is $2,718 which is included in Cost of Sales in the amount of $199, Selling, general and administrative in the amount of $2,253, and Research and Development in the amount of $266 in the accompanying Consolidated Statement of Operations for the year ended December 31, 2003. The amount of severance paid was $174 and $1,104 as of December 31, 2005 and 2004, respectively. The remaining severance owed to the terminated employees is $550 and $579 as of December 31, 2005 and 2004, respectively. The total severance granted to terminated employees of $2,718 is separated into the following reportable segments as of December 31, 2003: Coatings at $75 and Bulk alloy at $2,643. The categories of employees that were eliminated include the following: Product management positions at various levels, including Vice President; entry level technicians; accounting and finance positions from entry level through executive; marketing mid to senior level positions; engineering mid to senior levels positions; information technology support; administrative, legal and executive support; senior internal legal counsel; human resources and senior executives. Also, there were other relocation expenses associated with relocating the Tampa, Florida office to Lake Forest, California totaling $759, which included the accrual of all remaining facility and telecommunication lease payments for the Tampa, Florida office. Total liability accrued from the relocation and terminations in 2003, including the severance and lease accruals, were $276 and $1,175 as of December 31, 2005 and 2004, respectively. The Company has substantially concluded all cost reduction and restructuring activities as of March 31, 2004. The remaining portion of the 2003 termination and relocation liability, all classified as current liability, is $416 at December 31, 2005. At December 31, 2004, the current portion of the 2003 termination and relocation liability was $909 and the long-term portion of the liability was $266.

All leases with an initial term greater than one year are accounted for under SFAS No. 13 *Accounting for Leases.* These leases are classified as either capital leases or operating leases, as appropriate. Assets under capital leases are capitalized using interest rates appropriate at the inception of each lease. At December 31, 2005, the cost recorded for the office furniture and furnishings, the SEM Microscope and the JSM 6360 Electron Microscope under the capital lease was $107, $47 and $289, respectively, and the accumulated amortization was $79, $27 and $147, respectively. At December 31, 2004, the cost recorded for the office furniture and furnishings, the SEM Microscope and the JSM 6360 Electron Microscope under the capital lease was $107, $47 and $289, respectively and the accumulated amortization $57, $22 and $89, respectively. Future minimum lease payments for the above assets under capital leases during subsequent years are as follows:

December 31,	Minimum Payments
2006	$ 62
2007	7
Total	69
Imputed interest	(3)
Total	66
Less current portion	(60)

Capital lease obligation, net of current portion	$	6

13. Product Warranty

Management estimates product warranties as a percentage of bulk alloy product revenues. As of December 31, 2005 and 2004, the Company used five percent of bulk alloy product sales as an estimate of warranties to be claimed. During the years ended December 31, 2004 and 2005, the Company's product warranty accrual balance had the following activity:

Balance, December 31, 2003	$	303
Expense accrual		288
Warranty charges		(72)
Balance, December 31, 2004	$	519
Expense accrual		101
Warranty charges		14
Balance, December 31, 2005	$	634

The product warranty accrual balance was included in accounts payable and accrued expenses at December 31, 2005 and December 31, 2004.

14. Notes Payable

Senior Convertible Note

On March 3, 2004, the Company issued $9.9 million of 6% senior convertible notes due 2007 (the "March Notes") to investor groups in a transaction led by Michigan Venture Capital Co., Ltd, a South Korea-based institutional investment firm, and IndiGo Ventures LLC, a New York-based investment firm (the "Placement Agents") that served as a financial advisor to the Company for the transaction. The notes were collateralized by the patents held by the Company and second priority mortgage interest in plant facilities and certain equipment in South Korea. The notes were convertible at any time into common stock at a price of $3.00 per share. Investors in the private placement and the Placement Agents received warrants to purchase an aggregate amount of up to approximately 1.2 million shares of common stock, exercisable at $3.00 per share for varying periods but no later than 100 days following the effectiveness of a registration statement covering the resale of shares issuable upon exercise of the warrants. The conversion and warrant exercise price are subject to price adjustments for anti-dilution purposes. In addition, the investors had the right to call for repayment of the notes prior to maturity at any time after the second anniversary of the closing of the transaction.

The fair value of the 1.2 million warrants totaled $1,883 and was computed using the Black-Scholes pricing model under the following assumptions: (1) expected life of 3 years; (2) volatility of 82%, (3) risk free interest of 0.95% and dividend rate of 0%. In addition, since this debt is convertible into equity at the option of the note holder at beneficial conversion rates, an embedded beneficial conversion feature was recorded as a debt discount and will be amortized using the effective interest rate method over the life of the debt in accordance with Emerging Issues Task Force No. 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments." In March 2004, total cost of beneficial conversion feature of $3,395 and the fair value of the 0.6 million warrants issued to investors of $584 were recorded as discounts of the convertible note. In addition, $718 relating to the fair value of the 0.6 million warrants issued to the Placement Agents and $581 direct costs incurred relating to issuance of the convertible note were recorded as debt issuance cost as a contra liability account in warrant liability and other assets, respectively.

During 2004, the Company redeemed $4,465 of the outstanding note balance in cash. The redemption resulted in a write down of debt issuance costs and debt discount of $2,071 to interest expense during the year ended December 31, 2004. Further, 500,000 of warrants originally issued to a financial advisor for the transaction expired during June 2004 and 163,748 of unexercised warrants originally issued to investors were cancelled as a result of the Company's redemption of the note balances during the year ended December 31, 2004. The 663,748 total expired and canceled warrants immediately prior to the expiration and cancellation resulted in a reduction of warrant liability of $7 and $279 to paid in capital and change in value of warrants, respectively, during the year ended December 31, 2004.

On August 19, 2004, the Company completed a private exchange offer for its March Notes with the remaining holders after the redemption. Under terms of the exchange offer, approximately $5.5 million in aggregate principal amount of the March Notes have been exchanged for an aggregate of (i) $2.75 million of 6% Senior Secured Notes Due 2007 (the "July 2007 Notes") and (ii) $2.75

million of 10% Senior Secured Notes Due 2005 (the "July 2005 Notes"), collectively referred to as "Exchange Notes". The Exchange Notes are collateralized by certain patents owned by the Company and second priority mortgage interest in plant facilities and certain equipment at our South Korea plant. The July 2005 Notes had a maturity date of July 29, 2005, and a conversion price of $2.00 per share (compared to a conversion price of $3.00 per share under the March Notes). The July 2005 Notes have been exchanged and redeemed subsequent to the close of the second quarter of 2005 (see 2005 Senior Convertible Notes below). The July 2007 Notes have a maturity date of July 29, 2007, and a conversion price of $1.00 per share. The conversion prices of the July 2007 Notes and July 2005 Notes are subject to price adjustments for anti-dilution purposes. Further, the exchange notes are convertible into Common Stock, at the option of the Company, if at any time after the issuance of the notes, the closing per share price of the Common Stock exceeds $4.00 (as adjusted for stock splits, reverse splits, stock dividends, and recapitalizations) for 30 consecutive trading days, and further provided that there has been effective registration during such period. Holders of the July 2007 Notes also have the right to call for repayment of the July 2007 Notes prior to maturity at any time after the second anniversary of the closing of the exchange offer. The July 2007 Notes have been amended subsequent to the close of the second quarter of 2005 to provide for an Amended Registration Rights Agreement, and Amended and Restated Security Agreement (see 2005 Senior Convertible Notes below).

A total of 563,151 warrants to purchase our common stock at an exercise price of $3.00 per share—all of which were previously issued in connection with the purchase of the March Notes—have been amended to provide for an extended expiration date of March 1, 2006. The warrant exercise price is subject to price adjustment for anti-dilution purposes. As of December 31, 2005, the warrant price was determined to be exercisable at $2.73.

The exchange offer was treated as an extinguishment of the March Notes in accordance with Emerging Issues Task Force No. 96-19, "Debtors Accounting for a Modification or Exchange of Debt Instruments." The exchange resulted in a $1,663 loss from extinguishment of the March Notes, write down of $352 of deferred issue costs in other assets, $189 of contra liability deferred issuance costs, and $1,122 of debt discount as a result of the change in carrying value of exchanged notes.

In connection with the private exchange offer, the Company issued $250 of private placement notes to certain Placement Agents as issuance costs. Of the $250 notes issued, $125 was paid in the form of long-term notes which is due in 2007 with interest rate of 6% per annum (July 2007 Notes) and $125 was paid in the form of short-term notes which is due in 2005 with interest rate of 10% per annum (July 2005 Notes). The July 2005 and July 2007 Notes are convertible into Common Stock at $2.00 and $1.00, respectively, and have the same terms as the Exchange Notes issued to the investors. Further, a beneficial conversion feature was recorded from the $125 July 2007 Notes issued to Placement Agents of $29 during August 2004.

The Company was obligated, pursuant to a Registration Rights Agreement, as amended by the Exchange Notes, between the Company, the Placement Agents and the note holders to file a registration statement with the Securities and Exchange Commission ("SEC") to register the shares of Common Stock issuable upon conversion of the notes payable and the related warrants within 90 days following the effective closing date of the exchange notes (July 29, 2004), and to use best efforts to cause such registration statement to become effective within 60 days following the SEC's first written comments on the registration statement. Further, if the Company is not in compliance with the registration or listing requirements, the holders have rights to late registration payments equal to between 2 and 3 percent of the purchase price paid for the unconverted notes for the first 30 business days of late registration, and 1 and 3 percent for each 30 business days thereafter, but no more than 18 percent of the purchase price of the unconverted note balance. Late registration fee of $1,028 has been recorded as interest expense during the year ended December 31, 2005.

Interest payments are due quarterly, and failure to make timely interest payments will result in increase in interest rate to 10% and 14% on the 6% and 10% senior convertible notes ("Default Rates"). The Default Rates became effective on April 1, 2005 from non-payment of a scheduled interest payment. As of December 31, 2005, the Company has complied with all scheduled interest payments.

On August 9, 2005, the July 2005 Notes, accrued interest and late registration fees were redeemed in cash and exchanged for 7% Convertible Secured Promissory Notes due August 2007 (see 2005 Senior Convertible Notes below).

During the year ended December 31, 2005, $485 of the Long-Term Notes were converted into 485,750 of the Company's common stock at a conversion price of $1.00 per share.

As of December 31, 2005 our gross outstanding loan balance of the July 2005 and July 2007 Notes totaled $0 and $2,369, respectively. As of December 31, 2004, our gross outstanding loan balance of the July 2005 and July 2007 Notes totaled $2,854 and $2,855, respectively. As of December 31, 2005 and December 31, 2004, un-amortized discounts for beneficial conversion feature and warrants totaled $303 and $851, and other asset debt issuance costs totaled $43 and $183, respectively. Interest expense for the amortization of debt issuance cost and discount on note was $689 and $789 for the year ended December 31, 2005 and 2004, respectively. As of December 31, 2005, the effective interest rates for the July 2007 Notes were 32%. As of December 31, 2004, the effective interest rates for the July 2005 and July 2007 Notes were 22% and 32% respectively.

Pursuant to EITF 00-19, "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock", the original relative fair values of the warrants of $1,302 have been recorded as other liability as the Company has not yet filed the registration statement. In addition, the Company is required to report a value of the warrant as a fair value and record the fluctuation to the fair value of the warrant liability to current operations. The change in the fair value of the warrants resulted in a net gain of $550 and $747 for the year ended December 31, 2005 and 2004, respectively. The fair value of warrants outstanding was $0 at December 31, 2005. The fair value was computed using the Black-Scholes model under the following assumptions: (1) expected life of 0.16 years; (2) volatility of 88%, (3) risk free interest of 4.08%and dividend rate of 0%.

The following is a repayment schedule of the July 2005 and July 2007 Notes based on maturity date of the notes:

July 2005 and 2007 Notes Repayment Schedule December 31,	**Minimum Payments**
2005	$ —
2006	—
2007	2,369
Total	$ 2,369

<u>Convertible Notes</u>

On June 13, 2005, the Company completed a private placement (the "June 2005 Private Placement") of 10% Convertible Unsecured Notes Due June 13, 2006 in the aggregate principal amount of $3,250 (the "June 2006 Notes"), together with warrants to purchase up to an aggregate of 893,750 shares of the Company's common stock (the "Warrants").

The June 2006 Notes issued by the Company in the June 2005 Private Placement are unsecured and was due on the earlier of June 13, 2006 or the consummation of a follow-on equity or debt offering or restructuring transaction pursuant to which the Company receives gross proceeds of at least $4,000. Prior to maturity, the June 2006 Notes are interest-only, with interest payments due quarterly, at the rate of 10% per year. The June 2006 Notes can be prepaid by the Company at any time without penalty. If, within 120 days following the issue date of the June 2006 Notes, the Company either fails to redeem the notes for the principal amount and accrued interest thereon or fails to close a "Qualified Financing," then the June 2006 Notes will thereafter be convertible at a conversion price equal to seventy five percent (75%) of the closing price of the Company's common stock on the first trading day immediately preceding the conversion date. A "Qualified Financing " is defined in the June 2006 Notes as any debt or equity financing of the Company resulting in aggregate gross proceeds to the Company of at least $5,000 and in which the holders of at least sixty percent (60%) of the aggregate principal amount of the Company's July 2007 Notes either (i) agree that the equity or debt securities to be issued in such financing shall be *pari passu* in order of payment to the July 2007 Notes held by them or (ii) exchange their July 2007 Notes for new securities in the financing transaction. On August 9, 2005, the Company successfully completed

Qualified Financing, which resulted in exchange and redemption of the Convertible Notes (see 2005 Senior Convertible Notes below). As a result, the June 2006 Notes never became convertible.

As a part of the June 2005 Private Placement, the Company issued warrants to the purchasers of the June 2006 Notes giving them the right to purchase up to an aggregate of 812,500 shares of the Company's common stock. In addition, warrants to purchase 81,250 shares of the Company's common stock were issued to the placement agent in the transaction. The warrants have an exercise price of $2.00 per share, provided that upon the consummation of the first ensuing public or private equity or debt offering or restructuring transaction in which the Company receives gross proceeds of at least $3,250 (including without limitation any restructuring of the Company's July 2005 Notes), the exercise price will be automatically adjusted downward (but not upward) as of the closing date of such offering or restructuring transaction so that it is equal to the lowest effective common stock purchase price paid for any

securities issued by the Company to the investors in such offering or restructuring transaction. The warrants will expire on June 13, 2010 and are subject to exercise price adjustment for anti-dilution purposes.

The fair value of the 893,750 warrants totaled $1,160 and was computed using the Black-Scholes pricing model under the following assumptions: (1) expected life of 5 years; (2) volatility of 118%, (3) risk free interest of 3.87% and dividend rate of 0%. In accordance with Emerging Issues Task Force No. 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments" the embedded beneficial conversion feature of the debt was not recorded as the debt is considered contingently convertible at the time of issuance, and as a result of the completion of the Qualified Financing the debt subsequent to the close of the second quarter, the debt was determined to be not convertible. In June 2005, the fair value of the 812,500 warrants issued to investors of $1,055 was recorded as discounts of the convertible note. In addition $105 relating to the fair value of the 81,250 warrants issued to the Placement Agents and $278 direct costs incurred relating to issuance of the convertible note were recorded as debt issuance cost as a contra liability account in debt discount and other assets, respectively, and will be amortized using the effective interest rate method over the life of the loan.

On August 9, 2005, the June 2006 Notes were redeemed in cash and exchanged for 7% Convertible Secured Promissory Notes due August 2007 (see 2005 Senior Convertible Notes below). The exchange offer was treated as an extinguishment of the June 2006 Notes in accordance with Emerging Issues Task Force No. 96-19, "Debtors Accounting for a Modification or Exchange of Debt Instruments." The exchange resulted in a $1,247 loss from extinguishment of the June 2006 Notes as of December 31, 2005, which consists of write down of $240 of deferred issue costs in other assets, $92 of contra liability deferred issuance costs, and $915 of debt discount as a result of the change in carrying value of exchanged notes.

Pursuant to EITF 00-19, "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock", the original fair values of the warrants of $1,160 have been recorded as other liability as the Company has not yet filed the registration statement. In addition, the Company is required to report a value of the warrant as a fair value and record the fluctuation to the fair value of the warrant liability to current operations. The change in the fair value of the warrants resulted in a net gain of $743 for the year ended December 31, 2005. The fair value of warrants outstanding at December 31, 2005 of $418 was computed using the Black-Scholes model under the following assumptions: (1) expected life of 4.45 years; (2) volatility of 88%, (3) risk free interest of 4.35%and dividend rate of 0%.

<u>2005 Senior Convertible Notes</u>

On August 9, 2005, the Company completed a private placement (the "August 2005 Private Placement") of $9,878 in principal amount of new 7% Convertible Secured Promissory Notes due August 2007 (the "August 2007 Notes"). The issuance consisted of $5,000 cash, exchange of $1,284 in principal amount of the July 2005 Notes, the exchange of $2,996 in principal amount of the June 2006 Notes, satisfaction of accrued interest and late registration fees in the amount of $589 on the July 2005 Notes, and satisfaction of accrued interest of $9 on the June 2006 Notes. The August 2007 Notes were issued pursuant to a Securities Purchase Agreement dated effective as of August 2, 2005 among the Company, the purchasers of the August 2007 Notes, and the holders of July 2005 Notes and June 2006 Notes of the Company.

Interest payments are due quarterly, and failure to make timely interest payments will result in increase in interest rates to 14% per annum on the August 2007 Notes ("Default Rates"). As of December 31, 2005, the Company has made timely interest payments.

The August 2007 Notes are convertible into shares of the Company's common stock at $2.00 per share Pursuant to an Amended and Restated Security Agreement. The convertible price of the August 2007 Notes is subject price adjustment for anti-dilution purposes. As of December 31, 2005, the convertible price of the August 2007 Notes remained unchanged at $2.00 per share.

Further, pursuant to Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," EITF 00-19, "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock," EITF 00-27, "Application of Issue No. 98-5 to Certain Convertible Instruments," and EITF 05-2 "The Meaning of 'Conventional Convertible Debt Instrument' in EITF Issue No. 00-19," the original fair value of the embedded beneficial conversion feature of $4,808 have been recorded as beneficial conversion feature liability as the debt is considered nonconventional convertible debt. The original fair value was computed using the Black-Scholes model under the following assumptions: (1) expected life of 2 years; (2) volatility of 93%; (3) risk free interest of 4.06% and dividend rate of 0%. In addition, the Company is required to report a value of the beneficial conversion liability as a fair value and record the fluctuation to the fair value of the beneficial conversion feature liability to current operations. The change in the fair value of the beneficial conversion feature liability resulted in a gain of

$3,849 for the year ended December 31, 2005. The fair value of beneficial conversion features outstanding at December 31, 2005 of $959 was computed using the Black-Scholes model under the following assumptions: (1) 1.59 years; (2) volatility of 88%, (3) risk free interest of 4.41%and dividend rate of 0%.

The August 2007 Notes are secured by substantially all assets of the Company and rank senior to all other obligations of the Company, other than the Company's loan with Kookmin Bank of South Korea (or any refinancing of such loan), the July 2007 Notes, purchase money asset financing, trade creditors in the ordinary course of business, and any inventory or receivables-based credit facility that the Company may obtain in the future, provided that the amount of the credit facility does not exceed 50% of eligible inventory and 80% of eligible receivables. The August 2007 Notes will automatically convert into common stock if the Company's common stock has an average closing price of more than $5.00 per share during 30 consecutive trading days.

The Company also issued warrants to the purchasers of the August 2007 Notes and placement agents giving them the right to purchase up to 2,469,470 and 414,495 shares of Company common stock, respectively, with an exercise price of $2.00 per share, which is subject to price adjustment for anti-dilution purposes . The warrants will expire on August 2, 2010.

Pursuant to EITF 00-19, "Accounting for Derivative Financial Instruments Indexed to, and Potentially Settled in, a Company's Own Stock", the original fair values of the warrants of $4,068 have been recorded as warrant liability as the Company has not yet filed the registration statement, which was computed using the Black-Scholes pricing model under the following assumptions: (1) expected life of 5 years; (2) volatility of 93%; (3) risk free interest of 4.17% and dividend rate of 0%. In addition, the Company is required to report a value of the warrant as a fair value and record the fluctuation to the fair value of the warrant liability to current operations. The change in the fair value of the warrants resulted in a net gain of $2,693 for the year ended December 31, 2005. The fair value of warrants outstanding at December 31, 2005 of $1,375 was computed using the Black-Scholes model under the following assumptions: (1) expected life of 4.59 years; (2) volatility of 88%, (3) risk free interest of 4.35% and dividend rate of 0%.

In connection with the August 2005 Private Placement, the Company entered into an amended and restated registration rights agreement with the holders of the July 2007 Notes, the holders of the August 2007 Notes, and the holders of the above-described outstanding warrants. This amended and restated registration rights agreement replaced all other registration rights agreements previously entered into by us in connection with the private sale by us of convertible notes and warrants. Under the amended and restated registration rights agreement, the Company is required to file a resale registration statement for the shares underlying all of our outstanding convertible notes and warrants, as described above, by October 31, 2005, to enable the resale of such shares by the selling stockholders on a delayed or continuous basis under Rule 415 of the Securities Act. The Company is then required to cause such registration statement to become effective within 60 days after we receive the first written comments on the registration statement from the SEC, or if the SEC notifies us that it will not review the registration statement, within five days after such notification. The Company will be subject to certain monetary penalties, as set forth in the registration rights agreement, if the registration statement is not filed or does not become effective on a timely basis. Specifically, if the Company does not file the registration statement on a timely basis, we will be obligated to pay a late filing fee to the selling stockholders in the amount of 3% of the warrant exercise price on each of the warrants held by them plus 3% of the principal amount of the outstanding notes held by them. This fee will be payable for each period of 30 business days that the filing of the registration statement is made past the required filing date, and the payments will be due 10 business days following the end of each 30-day period. If the registration statement has not been declared effective by the required effective date, the Company will be obligated to pay a monthly late registration fee to the selling stockholders in the amount of 2% of the aggregate warrant exercise prices and aggregate note principal amounts for the first 30 business days after the required effective date, and 1% for each 30-business day period thereafter until the registration statement is declared effective. Notwithstanding the foregoing, the late filing fees and late registration fees will not exceed 18% of the aggregate warrant exercise prices and aggregate note principal amounts.

On December 6, 2005, the Company received a letter from a representative of the holders of the August 2007 Notes demanding the payment of a late filing fee by us for the period following October 31, 2005, but under the terms of the amended and restated registration rights agreement, the Company does not believe that it is obligated to pay any late filing fees unless and until the Company fails to file the registration statement by December 13, 2005, which is the last day of the first 30-business day period following October 31, 2005. The letter also stated that the letter was serving as a notice of default under the Senior Notes as a result of our failure to file a registration statement by October 31, 2005, although under the terms of the Senior Notes, the Company has thirty days after delivery of the letter in which to cure such default. On December 9, 2005 the Company filed the registration statement, which was within the 30-day period and has cured the default notice.

The Company has received first written comments in January 2006. However, the registration statement has not been made effective within the 60 day period called for by the registration rights agreement and the Company may be subject to default notices by the holders of the convertible notes and warrants. As of the filing of this report, the Company's management is not aware of any outstanding default notices

As of December 31, 2005, our gross outstanding loan balance of the August 2007 Notes totaled $9,878. As of December 31, 2005, un-amortized discounts for beneficial conversion feature and warrants totaled $5,663, and other asset debt issuance costs totaled $384, and contra liability debt issuance cost totaled $464. Interest expense for the amortization of debt issuance cost and discount on

note was $1,913 and for the year ended December 31, 2005. As of December 31, 2005, the effective interest rate for the August 2007 Notes was 54%.

The following is a repayment schedule of the August 2007 Notes based on maturity date of the notes:

August 2007 Notes Repayment Schedule December 31,		**Minimum Payments**
2005	$	—
2006		—
2007		9,878
Total	$	9,878

<u>Factoring Agreement</u>

The Company entered into a Factoring, Loan, and Security Agreement (the "Agreement") with a financing company on April 21, 2005, which allows for borrowings of up to $1,500. The Agreement expires on April 21, 2006, and automatically renews annually thereafter. All borrowings are secured by outstanding receivables specifically assigned to the financing company. Assigned receivables are considered "Approved" or "Non-Approved" by the financing company. Advances are made on 80% of Approved receivables assigned and 30% of Non-Approved receivables assigned. Payments on assigned receivables are received directly by the financing company, and applied to outstanding advances. All outstanding advances and uncollected assigned receivables are subject to fees and interest charges ranging from 0.65 percent to 2 percent plus prime rate as published by the Wall Street Journal, with a minimum annual fee of $30. All receivables assigned and advances made are subject to return and recall by the financing company, respectively. As such, the advances have been classified as short-term secured borrowings in accordance with FAS 140 "Accounting for Transfer and Servicing of Financial Assets and Extinguishments of Liabilities." As of December 31, 2005, the Company has borrowed $4,449 and repaid $3,899. The total outstanding advance made under the agreement is $550 as of December 31, 2005, which is presented as short-term debt. The weighted average rate of interest for borrowings made under the

Agreement was 8.5% for the year ended December 31, 2005. The Company has $950 available for future borrowings under the Agreement as of December 31, 2005, which is contingent on approval of eligible receivables by the financing company.

Kookmin Note

On February 4, 2003, our Korean subsidiary received 6,500,000 in South Korean Won, or approximately $5,488, under a loan from Kookmin Bank of South Korea. The loan bears interest at an annual rate of 7.1%. In the event of delayed repayment, the interest increases to a maximum of 21%, depending on the length of time the repayment is delayed. As of December 31, 2005, the interest rate was increased to 9.2% from delayed interest payments made. This loan is collateralized by the plant facilities and certain equipment in South Korea. During the first eighteen months from the origination date, interest was payable on a monthly basis. In October 2003, the Company paid $873 of principal at the request of Kookmin Bank due to the sale of machines that had been part of the collateral on the loan. Subsequent to October 31, 2003, Kookmin Bank requested that the Company pay an additional $866 of principal by February 2004 due to the Company's current credit rating. The Company made two payments on the requested additional loan pay down in November and December 2003 of $320 and $205, respectively. The remaining payment of $341 was subsequently made in February 2004. Beginning in September 2004, the Company is required to make equal monthly installments of principal and interest to repay the remaining balance of the loan over a 36-month period. For the year ended December 31, 2004, principal payments made to Kookmin Bank totaled $296, which includes $422 of foreign exchange translation loss. Principal payments made to Kookmin Bank totaled $1,036 for the year ended December 31, 2005, which includes $95 of foreign exchange translation gain. The outstanding loan balance totaled $2,790, of which $1,343 is included in current portion of long-term debt, as of December 31, 2005.

The notes payable from Kookmin Loan as of December 31, 2005 and 2004 and the activity for the year ended December 31, 2005 is shown in the following table:

	December 31, 2004	Borrowings	Repayments	December 31, 2005
Kookmin Loan 9.2%, principal $5,488	$ 3,751	$ —	$ (1,036)	$ 2,790

Kookmin Repayment Schedule December 31,	Minimum Payments
2006	$ 1,343
2007	1,240
2008	207
Total	$ 2,790

15. Shareholders' Equity (Deficiency)

Initial Public Offering. Pursuant to the Company's Registration Statement (Registration No. 333-73716) on Form S-1, as amended, initially filed with the Securities and Exchange Commission on November 20, 2001 and declared effective May 21, 2002, the Company closed an initial public offering of 5,000,000 registered shares of common stock on May 28, 2002, plus an additional 229,000 shares on June 10, 2002 pursuant to an over allotment option, at a price of $15.00 per share (which sale is referred to herein as the "Offering"). The Offering generated net cash proceeds for the Company during the second quarter 2002 of approximately $70,721, net of underwriting commissions of $5,490 and other transaction fees of approximately $2,224.

Stock Split. On June 29, 2001 the Company declared a ten-for-one stock split to its common shareholders of record on June 29, 2001. This stock split was effected in the form of a stock dividend. On April 4, 2002, the Company declared a one-for-3.1 reverse stock split to its common shareholders of record on April 4, 2002. The consolidated financial statements and accompanying notes have been retroactively adjusted to reflect the effects of the split and reverse split.

Reincorporation. On May 21, 2003, the Company completed a reincorporation by transitioning from a California corporation to a Delaware corporation. The reincorporation was effected though the merger of the former California entity into its newly created wholly owned Delaware subsidiary. In connection with the reincorporation, the number of authorized common shares was reduced from 200,000,000 to 100,000,000. Additionally, the par value of the common stock was changed from no par value common stock to common stock with a par value of $0.001 per share. For purposes of these notes, the term "Company" refers to the former California entity with respect to periods prior to May 21, 2003.

Preferred Stock. As of December 31, 2001, the Company received net proceeds of $5,577 from the sale of the preferred stock at a per share price of $12.40, as adjusted for the revised stock split. Upon the completion of the Offering, each share of preferred stock was converted automatically into one share of Class A common stock pursuant to the terms of the preferred stock issued.

Warrants

As of December 31, 2005, outstanding warrants to acquire shares of the Company's common stock are as follows:

Number of Shares	Exercise Price	Expiration Date
645,162	$ 4.65	December 31, 2005
563,151	2.73	March 1, 2006
893,750	2.00	June 13, 2010
2,883,965	2.00	August 2, 2010
4,986,028		

16. Stock Compensation Plan

Under the Company's 1996 Stock Option Plan ("1996 Company Plan") the Company could grant to employees, directors or consultants options to purchase up to 12,903,226 shares of common stock as adjusted for the reverse stock split. The stock options are exercisable over a period determined by the Board of Directors or the Compensation Committee, but no longer than 10 years.

On April 4, 2002, our shareholders and board of directors adopted the 2002 Equity Incentive Plan ("2002 Equity Plan"). The 2002 Equity Plan provides for the grant of stock options to officers, employees, consultants and directors of the Company and its subsidiaries. In addition, the plan permits the granting of stock appreciation rights with, or independently of, options, as well as stock

bonuses and rights to purchase restricted stock. A total of 10,000,000 shares of our common stock may be granted under the 2002 Equity Plan. As of December 31, 2005, there are 2,151,950 options outstanding under the 2002 Equity Plan.

Prior to the approval of the 2002 Equity Plan, options were primarily granted under the Company's 1996 Stock Option Plan ("1996 Company Plan"). On April 4, 2002, our board of directors terminated the 1996 Company Plan. The termination will not affect any outstanding options under the 1996 Company Plan and all such options will continue to remain outstanding and be governed by the Plan. No additional options may be granted under the 1996 Company Plan. As of December 31, 2005, there were 3,386,297 options outstanding under the 1996 Company Plan.

On April 4, 2002, our shareholders and board of directors adopted the 2002 Non-employee Director Stock Option Plan ("2002 Director Plan"). Only non-employee directors are eligible for grants under the 2002 Director Plan. A total of 1,000,000 shares of the Company's Common Stock may be granted under the 2002 Director Plan. There are 234,000 options outstanding under the 2002 Director Plan as of December 31, 2005.

In September 2005, the non-employee directors of our Company were given the opportunity to receive shares of stock under the plan in lieu of past-due director and committee fees that were due to them from periods through September 2005. Such shares were issuable to such directors in lieu of these past-due fees.

Additionally, the Company has 2,221,508 options outstanding at December 31, 2004 which were granted outside the 1996 Company Plan, 2002 Equity Plan and 2002 Director Plan.

The Company applies APB Opinion No. 25 for options when the exercise price of options granted to employees is less than the fair value of the underlying stock on the date of grant. The Company applies SFAS No. 123 for options granted to non-employees who perform services for the Company. Stock-based compensation expense was recognized as follows for the year ended December 31, 2005:

	APB Opinion No. 25	In accordance with SFAS No. 123	Total
General and administrative	$ —	$ 41	$ 41
Research and development	—	—	—
Total	$ —	$ 41	$ 41

Stock-based compensation expense was recognized as follows for the year ended December 31, 2004:

	APB Opinion No. 25	In accordance with SFAS No. 123	Total
General and administrative	$ —	$ 240	$ 240
Research and development	—	36	36
Total	$ —	$ 276	$ 276

Stock-based compensation expense was recognized as follows for the year ended December 31, 2003:

	APB Opinion No. 25	In accordance with SFAS No. 123	Total
General and administrative	$ 50	$ 5	$ 55
Research and development	6	62	68
Total	$ 56	$ 67	$ 123

The fair value of each option grant is estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used for grants for the years ended December 31, 2005, 2004, and 2003, respectively: expected volatility of 100% for all periods; dividend yield of 0.0% for all periods; expected option life of approximately 5 years; and risk-free interest rate ranging from 2.57% and 4.16%, as appropriate.

The following table summarizes the Company's stock option transactions for the three years ended December 31, 2005:

	Number of Shares	Weighted Average Exercise Price
Options outstanding at December 31, 2002	8,317,187	$ 5.33
Granted	1,810,920	3.07
Exercised	(684,165)	1.68
Forfeited	(1,272,481)	5.43
Options outstanding at December 31, 2003	8,171,461	5.11

Granted	795,843	1.89
Exercised	—	—
Forfeited	(1,591,795)	5.34
Options outstanding at December 31, 2004	7,375,509	4.72
Granted	1,048,165	2.18
Exercised	—	—
Forfeited	(429,919)	3.43
Options outstanding at December 31, 2005	7,993,755	$ 4.45

The weighted average fair value of options granted during the years ended December 31, 2005, 2004, and 2003 was $1.74, $1.29, and $2.41, respectively. There were 6,451,364 options with a weighted average exercise price of $4.87 exercisable at December 31, 2005, 5,752,412 options with a weighted average exercise price of $5.22 exercisable at December 31, 2004, and 5,080,557 options with a weighted average exercise price of $5.12 exercisable at December 31, 2003.

Included in the above tables are certain options granted where their exercise prices were below the fair market value of the common stock at the grant date (measurement date). Such options totaled 358,582 with a weighted average fair value of $11.22 were outstanding at December 31, 2005 and December 31, 2004; and 1,327,314 with a weighted average fair value of $4.96 were outstanding at December 31, 2003.

The following table summarizes the Company's stock options outstanding and exercisable by ranges of option prices as of December 31, 2005:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Numbers of options Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number of Options Exercisable	Weighted Average Exercise Price
$0.00 - $1.55	711,575	6.70	$ 1.26	456,095	$ 1.19
1.56 - 3.10	2,542,943	5.80	2.41	1,401,856	2.53
3.11 - 4.65	1,843,195	4.80	4.61	1,781,195	4.64
4.66 - 6.20	2,581,519	5.40	6.20	2,564,866	6.20
6.21 - 7.75	—	0.00	—	—	—
7.76 - 9.30	10,000	7.00	8.95	6,000	8.95
9.31 - 10.85	10,000	7.00	9.81	4,000	9.81
10.86 - 12.40	222,585	5.60	12.40	194,193	12.40
12.41 - 13.95	—	0.00	—	—	—
13.96 - 15.50	71,938	6.30	15.00	43,159	15.00
Total	7,993,755			6,451,364	

17. Discontinued Operations

Dongyang

On June 28, 2002, the Company acquired a 51% interest in Chusik Hoesa Dongyang Yudoro ("Dongyang"). During 2003, Dongyang experienced net losses as a result of a continuing economic downturn in markets for its machinery products. These events, along with Dongyang's operating loss, cash flow losses and uncertainty surrounding its future cash flows, led the Company to evaluate its investment for recoverability as of December 31, 2003. As a result, the Company determined that the carrying value of its investment in Dongyang exceeded its fair value as of December 31, 2003 in the amount of $184. This impairment loss was recorded in operating expenses for the year ended December 31, 2003.

In March 2004, the Company sold its 51% investment in Dongyang to the 49% minority shareholder. The selling price of the Company's 51% interest in Dongyang was $80, which was equal to the Company's net carrying value for the 51% ownership held. Further, the Company agreed to pay Dongyang $155 for the purchase of a receivable balance from Growell. The transaction resulted in net payable to Dongyang of $75 and a loss of $46 from transfer of the Company's interest in Donyang to the minority shareholder. The net payable balance of $75 is to be paid in quarterly installments throughout 2004, with $25 to be paid subsequent to 2004. The outstanding amount payable to Dongyang is $25 as of December 31, 2004 and is included in accounts payable and accrued liabilities.

The Company has adopted SFAS 144 and as a result the 2003 balances have been reclassified in order to conform with the presentation of 2004 financial statements.

Summarized operating results of Dongyang's discontinued operations are as follows.

	Year Ended December 31,		
	2005	2004	2003
Revenue	—	$ 22	$ 1,019
Loss from discontinued equipment manufacturing operations, net of tax	—	(96)	(268)

Taesung

On June 14, 2004, the Company entered into an Asset Purchase Agreement whereby all the assets and liabilities of its Taesung equipment manufacturing division in Korea were sold to a third party for $345 which is payable by the third party in four equal installments with the last installment being due on June 30, 2005. The sale resulted in a loss of $184 and is included in the loss from discontinued equipment manufacturing operations as of December 31, 2004. The loss from operations for the year ended December 31, 2004 totaled $653 and is included in the loss from discontinued equipment manufacturing operations for the period.

The Company has adopted SFAS 144 and as a result the 2003 balances have been reclassified in order to conform with the presentation of 2004 financial statements.

Summarized operating results of Taesung's operations are as follows.

	Year Ended Ended December,		
	2005	2004	2003
Revenue	—	$ 172	$ 2,177
Loss from discontinued equipment manufacturing operations, net of tax	—	(653)	(696)

Liquidmetal Golf

On April 30, 2002, management terminated the operations of the retail golf segment by means of liquidating substantially all of the retail golf assets and liabilities. The disposition of the retail golf operations represents the disposal of a business segment.

Accordingly, the accompanying consolidated financial statements reflect the retail golf segment as a discontinued operation for all periods presented.

For the year ended December 31, 2003, there was a net gain of $127 in the estimate of expenses associated with the disposal of the discontinued retail golf operations. The change resulted from reducing the net liabilities of the discontinued operations to $0 as there are no additional expenditures associated with the discontinued retail golf operations. There were no assets associated with discontinued retail golf operations at December 31, 2004 and 2005.

The results of operations for all periods presented have been restated for discontinued operations. The operating results of the discontinued operations are as follows:

	Years Ended December 31,		
	2005	2004	2003
Net gain (loss) on disposal	$ —	$ —	$ 127
Foreign exchange translation gain (loss) during the period	—	—	—
Comprehensive gain (loss)	$ —	$ —	$ 127

Stock Compensation Plan. Historically, Liquidmetal Golf granted its own options to employees, directors and consultants under a stock option plan ("1997 Golf Plan") approved by Liquidmetal Golf's Board of Directors pursuant to which Liquidmetal Golf could have granted stock options exercisable over a period determined by the Board of Directors to purchase up to 500,000 shares of common stock of Liquidmetal Golf. In connection with the Company's plan to discontinue the retail golf operations, the Company does not intend to issue additional options under the 1997 Golf Plan.

Liquidmetal Golf applies APB Opinion No. 25 and related interpretations in accounting for its plans. Accordingly, Liquidmetal Golf recognized compensation when the exercise price of the options was less than the fair value of the underlying stock on the date of grant. There was no compensation expense recorded during the years ended December 31, 2005, 2004, and 2003.

Had compensation cost been determined based on the fair value at the grant dates for awards under those plans consistent with the method of SFAS No. 123, Liquidmetal Golf's net loss would have been as follows:

	Years ended December 31,		
	2005	2004	2003
As reported	$ —	$ —	$ 127
Pro forma	$ —	$ —	$ 15

The fair value of each option grant is estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used for grants for the fiscal years ended December 31, 2005, 2004, and 2003: expected volatility of 100% for all periods; dividend yield of 0.0% for all periods; expected option life of approximately 5 years; and a risk-free interest rate ranging from 5.2% to 6.2%, as appropriate.

The following table summarizes Liquidmetal Golf's stock option transactions for the three years ended December 31, 2005:

	Number of Shares	Weighted Average Price
Options outstanding at December 31, 2002	115,500	$ 8.31
Granted	—	—
Exercised	(300)	16.00
Forfeited	(16,500)	5.73
Options outstanding at December 31, 2003	98,700	8.72
Granted	—	—
Exercised	—	—

Forfeited	(10,000)	8.00
Options outstanding at December 31, 2004	88,700	8.80
Granted	—	—
Exercised	—	—
Forfeited	(10,500)	13.71
Options outstanding at December 31, 2005	78,200	$ 8.14

There were 78,200 options with a weighted average exercise price of $8.14 exercisable at December 31, 2005. There were 88,700 options with a weighted average exercise price of $8.80 exercisable at December 31, 2004 and there were 98,700 options with a weighted average exercise price of $8.72 exercisable at December 31, 2003.

Included in the above tables are certain options granted where their exercise prices were below the fair market value of the common stock at the grant date. Such options totaled 10,000, 10,000, and 131,250 with weighted average fair values of $5.74, $5.74 and $5.74 were outstanding at December 31, 2005, 2004 and 2003, respectively.

The following summarizes Liquidmetal Golf's stock options outstanding and exercisable by the different exercise prices at December 31, 2005:

Exercise Price	Number of Options Outstanding at December 31, 2005	Weighted Average Remaining Contract Life (Years)	Number of Options Exercisable at December 31, 2005
$0.50	10,000	1.33	10,000
$8.00	60,000	3.83	60,000
$16.00	5,700	2.33	5,700
$24.00	2,500	2.58	2,500
	88,700		78,200

18. Income Taxes

For all financial statement periods presented, there was no provision for domestic income taxes. However, there was approximately $8 of tax expense during the twelve months ended December 31, 2003, related to foreign taxes incurred by Dongyang, a 51% owned subsidiary, which is included as part of loss from discontinued operations on the consolidated statements of operations and comprehensive loss (see Note 17).

The significant components of deferred tax assets were as follows:

	Years Ended December 31, 2005	2004	2003
Non-employee stock compensation	$ —	$ 109	$ 51
Allowance for bad debt	9	37	44
Loss carry forwards	32,428	31,403	27,202
Other	1,139	1,244	1,569
Total deferred tax asset	33,576	32,793	28,866
Valuation allowance	(33,576)	(32,793)	(28,866)
Total deferred tax asset, net	$ —	$ —	$ —

The following table accounts for the differences between the actual tax provision and the amounts obtained by applying the statutory U.S. Federal income tax rate of 34% to income (loss) before income taxes:

	Years Ended December 31, 2005	2004	2003
Federal tax expense	(34.00)%	(34.00)%	(34.00)%
State tax expense, net	(1.74)%	(4.79)%	(1.62)%
Foreign income not subject to income tax	22.09%	4.96%	24.16%
Other	0.09%	0.79%	0.36%
Increase in valuation allowance	13.56%	33.04%	11.13%
Total tax provision	0.0%	0.00%	0.03%

As of December 31, 2005, the Company had approximately $90,000 of net operating loss ("NOL") carry forwards for U.S. federal income tax purposes expiring in 2006 through 2025. In addition, the Company has state NOL carryforwards of approximately $34,000 expiring in 2010 through 2015. The Company and Liquidmetal Golf filed on a separate company basis for federal income tax purposes. Accordingly, the federal NOL carryforwards of one legal entity are not available to offset federal taxable income of the other. As of December 31, 2005, Liquidmetal Technologies, Inc. had approximately $52,000 in federal NOL carryforwards, expiring in 2006 through 2025 and approximately $25,000 in state NOL carryforwards, expiring in 2011 through 2015.

Liquidmetal Golf, Inc. had approximately $38,000 of federal NOL carryforwards, expiring in 2012 through 2025 and approximately $9,000 in state NOL carryforwards expiring in 2010 through 2015.

As of December 31, 2005, the Company had approximately $199 of Research & Development ("R&D") credit carryforwards for U.S. federal income tax purposes expiring in 2021 through 2025. In addition, the Company has California R&D credit carryforwards of approximately $269, which do not expire under current California law.

Section 382 of the Internal Revenue Code ("IRC") imposes limitations on the use of NOL's and credits following changes in ownership as defined in the IRC. The limitation could reduce the amount of benefits that would be available to offset future taxable income each year, starting with the year of an ownership change. The Company has not completed the complex analysis required by the IRC to determine if an ownership change has occurred.

The ability to realize the tax benefits associated with deferred tax assets, which includes benefits related to NOL's, is principally dependent upon the Company's ability to generate future taxable income from operations. The Company has provided a full valuation allowance for its net deferred tax assets due to the Company's net operating losses.

19. Segment Reporting and Geographic Information

SFAS No. 131, *Disclosures about Segments of an Enterprise and Related Information*, requires companies to provide certain information about their operating segments. In April 2002, the Company began classifying operations into two reportable segments: Liquidmetal alloy industrial coatings and bulk Liquidmetal alloys. The Liquidmetal alloy industrial coatings are used primarily as a protective coating for industrial machinery and equipment, such as drill pipe used by the oil drilling industry and boiler tubes used by coal burning power plants. Bulk Liquidmetal alloys include market opportunities to manufacture and sell casing components for electronic devices, medical devices, sporting goods, tooling, prototype sampling, defense applications and metal processing equipment. The expenses incurred by the bulk Liquidmetal alloy segment are manufacturing, research and development costs, and selling expenses associated with identifying and developing market opportunities. Bulk Liquidmetal alloy products can be distinguished from Liquidmetal alloy coatings in that the bulk Liquidmetal alloy can have significant thickness, up to approximately one inch, which allows for their use in a wider variety of applications other than a thin protective coating applied to machinery and equipment. Revenue and expenses associated with research and development services are included in the bulk Liquidmetal alloy segment. The accounting policies of the reportable segments are the same as those described in Note 3 above.

Summarized financial information concerning the Company's reportable segments is shown in the following tables:

	Coatings	Bulk Alloy	Segment Totals
Year ended December 31, 2005:			
Revenue to external customers	$ 5,894	$ 10,471	$ 16,365
Gross profit	2,505	(1,270)	1,236
Total segment income	1,746	(7,747)	(6,002)
Total identifiable assets at end of period	1,199	16,473	17,672
Year ended December 31, 2004:			
Revenue to external customers	$ 3,956	$ 13,473	$ 17,429
Gross profit	1,807	3,454	5,261
Total segment income	1,227	2,330	3,557
Total identifiable assets at end of period	842	22,635	23,477
Year ended December 31, 2003:			
Revenue to external customers	$ 2,997	$ 10,661	$ 13,658
Gross profit	1,466	(5,970)	(4,504)
Total segment income	369	(21,140)	(20,771)
Total identifiable assets at end of period	959	23,832	24,791

Reconciling information for the statements of operations between reportable segments and the Company's consolidated totals is shown in the following table:

	For the Years ended December 31, 2005	2004	2003
Total segment income (loss) before minority interest, interest expense and discontinued operations	$ (6,002)	$ 3,557	$ (20,771)
General and administrative expneses, excluded	(6,904)	(11,354)	(13,110)
Consolidated loss before interest, other income, income taxes, minority interest and discontinued operations	(12,905)	(7,797)	(33,881)
Loss from extinguishment of debt	(1,247)	(1,663)	—
Change in value of warrants, net	3,985	747	—
Change in value of beneficial conversion feature	3,849	—	—
Other income	—	302	—
Interest expense	(4,945)	(3,603)	(390)
Interest income	17	37	304
Gain on sale of marketable securities held-for-sale	—	—	1,178
Income taxes	—	—	—
Minority interest in loss of consolidated subsidiary	—	—	21

Gain (loss) from discontinued oeprations, net	—	(749)	-837
Consolidated net loss	$ (11,246)	$ (12,726)	$ (33,605)

Excluded general and administrative expenses are attributable to the Company's corporate headquarters. These expenses primarily include corporate salaries, consulting, professional fees and facility costs. Research and development expenses are included in the operating costs of the segment that performed the research and development.

Included in our bulk alloy revenue to external customers are equipment sales from our Dongyang subsidiary and Taesung equipment division in Korea, both of which were divested in March and June 2004 respectively. External revenue from our discontinued equipment manufacturing operations includes $0.2 million for the years ended December 31, 2004.

Reconciling information for the balance sheets between reportable segments and the Company's consolidated totals is shown in the following table:

	December 31,	
	2005	2004
Total segment assets	$ 17,672	$ 23,477
Cash and cash equivalents	1,392	742
Restricted cash	—	754
Prepaid expenses and other current assets	340	801
Other property, plant and equipment	473	975
Intangibles, net	1,186	1,143
Other assets	500	616
Total Consolidated Assets	$ 21,563	$ 28,508

Assets excluded from segments include assets attributable to the Company's corporate headquarters. The largest asset represents the Company's intangible assets, consisting primarily of the Company's patents and trademarks.

Certain customers accounted for more than 10% of revenues from continuing operations as follows:

	Year Ended December 31,		
	2005	2004	2003
Samsung	10%	5%	10%
Charm Tech	—	32%	—
Pntel	8%	30%	2%
United States Government	9%	10%	16%
Growell Metal	—	12%	—
LLPG	—	—	12%

Revenues from sales to companies in the United States of America were $8,523, $5,546 and $6,050 during the years ended December 31, 2005, 2004 and 2003, respectively. The revenue related to the United States of America was earned under three defense-related research and development contracts and sales of coatings products.

During the year ended December 31, 2005, the Company had revenue on sales to companies outside of the United States of $7,829 of which $5,047 represented sales to companies located in South Korea. During the year ended December 31, 2004, the Company had revenue on sales to outside of the United States of $11,883 of which $9,545 represented sales to companies located in South Korea. During the year ended December 31, 2003, the Company had revenue on sales to companies outside of the United States of $7,608, of which $4,559 represented sales to companies located in South Korea.

Long-lived assets include net property, plant, and equipment and net intangible assets. The Company had long-lived assets of $2,107 and $1,594 located in the United States at December 31, 2005 and 2004, respectively. The Company had long-lived assets of $12,846 and $15,422 located in South Korea at December 31, 2005 and December 31, 2004, respectively. Further, the Company has long lived assets located in China of $ 106 and $47 at December 31, 2005 and 2004 respectively, as a result of a new plant that opened during August 2004 (see Note 1).

20. Income (Loss) Per Common Share

Basic EPS is computed by dividing earnings (loss) attributable to common shareholders by the weighted average number of common shares outstanding for the periods. Diluted EPS reflects the potential dilution of securities that could share in the earnings. A reconciliation of the number of common shares used in calculation of basic and diluted EPS is presented below:

	For the Years ended December 31,		
	2005	2004	2003
Weighted average basic shares	41,833,058	41,609,652	41,505,218
Effect of dilutive securities:			
Stock options	—	—	—
Conversion of notes payable	—	—	—
Weighted average diluted shares	41,833,058	41,609,652	41,505,218

Options to purchase 7,993,755 shares of common stock at prices ranging from $0.88to $15.00 per share were outstanding at December 31, 2005, but were not included in the computation of diluted EPS for the same period because the inclusion would have been antidilutive. Options to purchase approximately 6,899,164 shares of common stock at prices ranging from $1.18 to $15.00 per share were outstanding at December 31, 2004, but were not included in the computation of diluted EPS for the same period because the inclusion would have been antidilutive. Options to purchase approximately 8,171,461 shares of common stock at prices ranging from $1.16 to $15.50 per share were outstanding at December 31, 2003, but were not included in the computation of diluted EPS for the same period because the inclusion would have been antidilutive.

Warrants to purchase 4,986,028 shares of common stock between $2.00 and $4.65 per share outstanding at December 31, 2005 were not included in the computation of diluted EPS for the same period because the inclusion would have been antidilutive. Warrants to purchase 1,208,313 shares of common stock between $3.00 and $4.65 per share were outstanding at December 31, 2004 but were not included in the computation of diluted EPS for the same period because the inclusion would have been antidilutive. Warrants to purchase 645,162 shares of common stock at $4.65 per share were outstanding at December 31, 2003.

21. Commitments and Contingencies

The Company is from time to time a party to certain legal proceedings arising in the ordinary course of business. Although outcomes cannot be predicted with certainty, the Company does not believe that any legal proceeding to which it is a party will have a material adverse effect on the Company's financial position, results of operations, and cash flows.

The Company and certain of the present and former officers and directors were named as defendants in nine purported class action complaints filed in the United States District Court for the Middle District of Florida, Tampa Division, and the Central District of California, Southern Division, alleging violations of Sections 11 and 15 of the Securities Act of 1933 and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. In August 2004, four complaints were consolidated in the Middle District of Florida under the caption *Primavera Investors v. Liquidmetal Technologies, Inc., et al.*, Case No. 8:04-CV-919-T-23EAJ. John Lee, Chris Cowley, Dwight Mamanteo, Scott Purcell and Mark Rabold were appointed co-lead plaintiffs (the "Lead Plaintiffs"), but Mr. Mamanteo later withdrew. In September 2004, the five complaints filed in the Central District of California were transferred to the Middle District of Florida for consolidation with the *Primavera Investors* action. The Lead Plaintiffs served their Consolidated Amended Class Action Complaint on January 12, 2005. The Amended Complaint alleges that the Prospectus issued in connection with our initial public offering in May 2002 contained material misrepresentations and omissions regarding our historical financial condition and regarding a personal stock transaction by our former chief executive officer. The Lead Plaintiffs further generally allege that during the proposed Class Period of May 21, 2002, through May 13, 2004, the defendants engaged in improper revenue recognition with respect to certain of our business transactions, failed to maintain adequate internal controls, and knowingly disclosed unrealistic but favorable information about market demand for and commercial viability of our products to artificially inflate the value of our stock. The Amended Complaint seeks unspecified compensatory damages and other relief. The Company, along with other defendants, filed a Motion to Dismiss Plaintiffs' Consolidated Amended Class Action Complaint in March 2005. The Motion to Dismiss was denied in December 2005, and the defendants served their Answer and Affirmative Defenses to the Consolidated Amended Class Action Complaint on December 16, 2005. The Lead Plaintiffs Motion for Class Certification is presently due in April 2006. The Company intends to vigorously defend against the class action. The Company cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of possible loss, which could be material. The resolution of this lawsuit may harm the Company's business and have a material adverse impact on the Company's financial condition.

In addition to the above, certain of present and former officers and directors, as well as the Company as a nominal defendant, have been named in three shareholder derivative actions. Two shareholder derivative complaints were filed in California state court styled *Brian Clair, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et al.*, Case No. 04CC00551, and *Joseph Durgin, Derivatively on Behalf of Liquidmetal Technologies, Inc. v. John Kang, et al.*, Case No. 04CC00553, both commenced in the Superior Court of Orange County, California. A third shareholder derivative complaint was filed in the United States District Court for the Middle District of Florida, Tampa Division, styled *Robert Story v. John Kang, et al.*, Case No. 8:04-CV-1587-T-23TBM. These shareholder derivative lawsuits allege that the defendants breached various fiduciary duties and otherwise violated state law based primarily upon the same underlying facts and circumstances as alleged in the federal shareholder class action. The plaintiffs seek unspecified compensatory damages, restitution and disgorgement of profits, equitable and/or injunctive relief as permitted by law and other relief.

The two shareholder derivative complaints in California state court have been consolidated. The Company, along with other defendants, have thrice succeeded in having the Plaintiffs' complaints dismissed for their failure to adequately plead demand futility. Most recently, on September 15, 2005, we, along with other defendants, filed a demurrer to the Plaintiffs' Consolidated Second Amended Shareholder Derivative Complaint dated August 16, 2005. In hearings on October 19, 2005, and January 20, 2006, the presiding judge sustained the demurrer, dismissing the second amended complaint but giving the plaintiffs until February 3, 2006, within which to serve a third amended complaint. The plaintiffs filed their Consolidated Third Amended Shareholder Derivative Complaint on February 3, 2006. The Company anticipates filing a demurer, seeking dismissal of the third amended complaint.

In the Florida derivative action, the Plaintiff filed a First Amended Shareholder Derivative Complaint on November 22, 2004. The Company, along with other defendants, filed a Motion to Dismiss in December 2004, to which the Plaintiff responded in opposition

in February 2005. On January 20, 2006, the presiding judge granted our Motion to Dismiss, dismissing the complaint based upon the plaintiff's failure to adequately plead futility. On February 17, 2006, the plaintiff filed its Notice of Appeal of the Court's Order granting the Motion to Dismiss. The plaintiff's initial brief is presently due on April 4, 2006. A mediation of the class and derivative actions is scheduled for early April 2006. We intend to vigorously defend against the derivative actions. The Company cannot currently predict the impact or resolution of this litigation or reasonably estimate a range of possible loss, which could be material. The resolution of this lawsuit may harm the Company's business and have a material adverse impact on our financial condition.

In March 1996, the Company entered into a distribution agreement whereby it granted to a third party exclusive rights to market and sell golf products incorporating Liquidmetal Technology to certain Japanese sporting equipment companies. The third party paid the Company a $1.0 million distribution fee as part of this agreement, of which a portion was refundable according to a formula based on the gross profit earned by the third party. The remaining unearned distribution fee of $830 has not been refunded as of December 31, 2004. On March 28, 2003, the distribution agreement was terminated and the Company entered into a new agreement to pay to the same third party a commission on the net sales price of all Liquidmetal golf equipment that is shipped by the Company or its affiliates to Japanese golf companies for sale into the Japanese end-market. This commission will apply to golf equipment shipped by the Company or its affiliates during the period beginning on March 28, 2003 and ending on March 28, 2006. If, by March 28, 2006, the Company has not paid $350 in commission payments, the balance between commission paid and $350 will be paid by April 30, 2006, thereby guaranteeing the third party a $350 minimum payment during the term of the agreement. The Company will recognize the unearned distribution fee of $830 as revenue proportionately with the payment of commissions under the new agreement. As of December 31, 2005, the unearned distribution fee remained unchanged at $830.

In August 2004, the Company entered into a consulting agreement whereby the Company was to receive services from a third party to improve the Company's bulk alloy manufacturing process. The service is to be provided from 2004 through February 2006. The total amount of service fees is $172, of which $78 and $15 was included in trade accounts payable as of December 31, 2005 and 2004, respectively.

Operating Leases

The Company leases its offices and warehouse facilities under various lease agreements, certain of which are subject to escalations based upon increases in specified operating expenses or increases in the Consumer Price Index. Future minimum lease payments under non-cancelable operating leases during subsequent years are as follows:

December 31,		Minimum Payments
2006	$	706
2007		322
2008		117
2009		77
2010		1
Total	$	1,223

Rent expense was $508, $479, and $1,419 for the years ended December 31, 2005, 2004, and 2003, respectively.

22. 401(k) Savings Plan

The Company has a tax-qualified employee savings and retirement plan, or 401(k) plan, which covers all of its United States- based employees. Our Korean employees are covered under a government sponsored pension program and do not participate in the U.S. based 401(k) program.

Under the U.S. based 401 (k) plan, participants may elect to reduce their current compensation, on a pre-tax basis, by up to 15% of their taxable compensation or of the statutorily prescribed annual limit, whichever is lower, and have the amount of the reduction contributed to the 401(k) plan. The 401(k) plan permits the Company, in its sole discretion, to make additional employer contributions to the 401(k) plan. However, the Company did not make employer contributions to the 401(k) plan during any of the periods presented in the accompanying consolidated financial statements.

23. Related Party Transactions

In June 2003, the Company entered into an exclusive, ten-year license agreement with LLPG, Inc. ("LLPG"), a corporation primarily owned and led by Jack Chitayat, a former director. Under the terms of the agreement, LLPG has the right to commercialize Liquidmetal alloys, particularly precious-metal based compositions, in jewelry and high-end luxury product markets. In turn, the Company will receive royalty payments over the life of the contract on all Liquidmetal products produced and sold by LLPG. In conjunction with its technology licensing contract, LLPG purchased two proprietary Liquidmetal alloy melting machines and three proprietary Liquidmetal alloy casting machines for a total purchase price of $2,000. No royalty payments were received to date under this agreement.

The Company has a license agreement with California Institute of Technology ("Caltech") under which we exclusively license from Caltech certain inventions and technology relating to amorphous alloys. Professor William Johnson, a member of the Company's board of directors, is a professor at Caltech, and substantially all of the amorphous alloy technology licensed to us under the Caltech license agreement was developed in Professor Johnson's Caltech laboratory. Additionally, the Company reimburses Caltech for laboratory expenses incurred by Professor Johnson's Caltech laboratory, which during the years ended December 31, 2005 and 2004, amounted to $20 and $0, respectively.

The Company is a party to a consulting agreement with William Johnson, a board member. Under this agreement, Mr. Johnson provides consulting services on an as-needed basis through 2004 as it relates to marketing and development Liquidmetal alloy. The agreement currently continues on a month-to-month basis. During the years ended December 31, 2005 and 2004, the Company incurred 15 and $90 in consulting fees from Mr. Johnson, respectively.

The Company is a party to a consulting agreement with Chitnis Consulting, Inc., which is owned 100% by Shekhar Chitnis, a former director and executive officer of the Company. Under this agreement, Chitnis Consulting has been engaged to provide consulting services on an as-needed basis through December 31, 2005. During the years ended December 31, 2005 and 2004, the Company incurred $53 and $54 in consulting fees from Chitnis Consulting, respectively.

Soo Buchanan, the sister of John Kang and James Kang, was employed by the Company and was paid aggregate compensation of approximately $104 and $43 as of December 31, 2005 and 2004. Effective, July 31, 2005, Ms. Buchanan was terminated as an employee and began providing services to the Company as a consultant. During 2005, the Company incurred $24 for her services as a consultant. Additionally, Otis Buchanan, the husband of Ms. Buchanan, was employed by the Company and was paid aggregate compensation of approximately $103 and $54 as of December 31, 2005 and 2004, respectively.

In November 2004, the Company entered into an agreement with John Kang, our Chairman, President, and Chief Executive Officer, in which Mr. Kang agreed that certain stock transactions by him in 2002 involving the Company's common stock should have resulted in a liability under Section 16(b) of the Securities Exchange Act of 1934, as amended ("Section 16(b)"). These transactions include Mr. Kang's private sale of 285,715 shares of his personal Liquidmetal Technologies common stock to Growell Metal Co., Ltd. in February 2002, prior to our initial public offering. They also include Mr. Kang's subsequent indirect purchase and disposition of Liquidmetal Technologies common stock in order to satisfy a personal agreement Mr. Kang made to Growell Metal in February 2002 regarding the guaranteed minimum value of the stock purchased by Growell Metal in February 2002 (the purchases and dispositions incident to this agreement occurred in August and November 2002, respectively). Lastly, the transactions include open-market purchases of an aggregate of 89,300 shares of the Company's common stock made by Mr. Kang in August 2002.

The Audit Committee of our Board of Directors conducted an independent inquiry into the above-described transactions with the aid of independent legal counsel and, as a result of such inquiry, the Audit Committee concluded that the transactions should have resulted in a liability to the Company under Section 16(b) in the amount of $302. Mr. Kang has acknowledged this liability, and in an agreement negotiated between Mr. Kang and the Audit Committee and approved by the full Board, Mr. Kang will pay this liability through periodic installments in 2005 and 2006. As a result, the Company accrued for the $302 receivable in other assets and other income as of December 31, 2004. The above-described transactions involving Growell Metal was reported on a new Form 4 filed by Mr. Kang on November 15, 2004, and the open-market purchases were previously reported on a timely basis in August 2002. As of December 31, 2005, the outstanding amount of the receivable was $235, which is included in other assets. Mr. Kang has paid $67 during 2005. The Company has agreed to defer Mr. Kang's payment schedule until 2006 as Mr. Kang has agreed accept reduced compensation for the remainder of 2005. The remaining outstanding balance of $235 will be due before the end of 2006.

During the year ended December 31, 2005, the Company executed a $198 promissory note with CK Cho, member of our Board of Directors, for working capital purposes. The note was due and paid in full as of June 30, 2005. The note has an annual rate of interest of 6% resulting in the Company paying approximately $2 in interest. Mr. Cho also holds $620 of Senior Convertible Notes and holds 92,584 exercisable warrants as of December 31, 2005. Further, during the year ended December 31, 2005, Mr. Cho advanced

approximately $1,260 to cover short-term liquidity needs. The advances were made without interest and were repaid as of December 31, 2005.

During the year ended December 31, 2005, Ricardo Salas, our President and Chief Executive Officer, and Young Ham, our Chief Financial Officer, advanced the company $75 and $133 to cover short-term liquidity needs, respectively. The advances were made without interest and were repaid as of December 31, 2005.

24. Fourth Quarter Adjustments and Transactions

During the fourth quarter of 2005, the Company wrote-down $260 of primarily raw material inventory considered to be long term as the carrying value of the inventory held as an "Impairment of long-lived assets" in the accompanying Statement of Operations and Comprehensive Loss. While we may use the excess raw materials beyond one year to fulfill future demand, we did not foresee use of this inventory in the foreseeable future as of December 31, 2005 (see Note 6).

Further, the Company amended its third quarter financial statements originally filed on form 10-Q on December 1, 2005, to properly account for the beneficial conversion feature of the senior convertible notes issued in August 2005. Accounting for this feature resulted in a gain of $982 from the change in value of beneficial conversion feature and an increase to interest expense of $130 from additional amortization of debt discounts related to the revaluation of the beneficial conversion feature of the senior convertible debt issued in August 2005. In addition, the company wrote-down $833 of primarily raw material inventory considered to be long term as the carrying value of the inventory held as an impairment charge. While we may use the excess raw materials beyond one year to fulfill future demand, we did not foresee use of this inventory in the foreseeable future.

Schedule II – Valuation and Qualifying Accounts

	Balance at Beginning of Period	Additions Charged to Expenses	Write-offs and Payements	Balance at End of Period
Allowance for doubful accounts				
Year ended December 31, 2005	$ 108	$ (6)	$ (41)	$ 61
Year ended December 31, 2004	127	84	(103)	108
Year ended December 31, 2003	450	(28)	(295)	127
Product warranty accrual				
Year ended December 31, 2005	$ 519	$ 101	$ 14	$ 634
Year ended December 31, 2004	303	288	(72)	519
Year ended December 31, 2003	237	(297)	363	303
Deferred tax asset valuation allowance *				
Year ended December 31, 2005	$ 32,793	$ 783	$ —	$ 33,576
Year ended December 31, 2004	28,866	3,927	—	32,793
Year ended December 31, 2003	25,401	3,465	—	28,866

* The deferred tax asset valuation allowance represents a 100% reserve against the deferred tax asset accounts at December 31, 2005, 2004, and 2003, respectively.

Exhibit 10.58

LIQUIDMETAL TECHNOLOGIES, INC.
25800 Commercentre Dr., Suite 100
Lake Forest, California 92630

November 3, 2004

Mr. John Kang
Liquidmetal Technologies

Re: Liability Under Section 16(b) of
Securities Exchange Act of 1934

Dear Mr. Kang:

As you know, the Board of Directors of Liquidmetal Technologies, Inc. (the "Company") has determined that you are liable to the Company in amount of $301,944.73 (the "Disgorgement Amount") under Section 16(b) of the Securities Exchange Act of 1934, as amended, as a result of certain transactions by you in the Company's common stock during the period February 2002 through November 2002. By signing this letter agreement below, you hereby acknowledge and agree to this liability, and you agree that you will pay the Disgorgement Amount to the Company as follows:

1. Beginning on the last day of January, 2005 and continuing on the last day of each month thereafter through and including November, 2006, you will make 23 consecutive monthly payments of $12,581 to the Company.

2. You will make a final payment of $12,581.73 on the last day of December, 2006.

By signing this letter below, you agree to comply with the foregoing payment schedule, provided that you acknowledge that such payment schedule will not preclude the Board or the Company (in their sole discretion) from demanding the full unpaid balance of the Disgorgement Amount at any time and for any reason. Furthermore, you agree and acknowledge that any amounts owing to you by the Company (for compensation or otherwise) may be at any time set-off against all or any portion of the Disgorgement Amount that remains outstanding at such time, in the Board or Company's sole discretion.

If you are in agreement with the terms, conditions, and acknowledgements of this letter agreement, please sign below and return an originally executed counterpart to the undersigned. By signing below, you acknowledge that you have had an opportunity to consult your own personal legal counsel regarding the matters herein, and you further acknowledge and confirm that Foley & Lardner LLP has acted as the Company's legal counsel, and not your personal legal counsel, in connection with all matters relating to the determination of your legal liability under Section 16(b), the determination of the disgorgement amount, and the matters set forth herein.

Sincerely,

/s/ Vincent Addonisio

Vincent Addonisio,
Lead Independent Director and Chairman
of the Audit Committee

Acknowledged and Agreed as of the
3rd day of November, 2004.

Signature: /s/ John Kang
John Kang, individually

LIQUIDMETAL TECHNOLOGIES, INC.

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT ("Agreement") is made and entered into as of this day of , 200 , by and between LIQUIDMETAL TECHNOLOGIES, INC., a Delaware corporation ("Company"), and , a director and/or officer of the Company or an Affiliate ("Executive").

WITNESSETH:

A. WHEREAS, the Company and the Executive recognize that the vagaries of public policy and the interpretation of, among other things, Delaware General Corporation Law Section 145, court opinions and the Company's certificate of incorporation and bylaws are often ambiguous, conflicting and/or uncertain and, therefore, fail to provide the Company's directors and/or officers (collectively, "executive(s)") with adequate or reliable advance knowledge or guidance with respect to the legal risks and potential liabilities to which they may become personally exposed as a result of performing their duties for the Company or by reason of their status as such executives.

B. WHEREAS, the Company and the Executive are aware of the substantial growth in the number of lawsuits filed against corporate directors and/or officers in connection with their activities in such capacities and by reason of their status as such and, in particular, those lawsuits appearing to be promoted by attorneys who seem to encourage and specialize in the filing of such lawsuits for the main purpose of seeking a settlement thereof in order to personally collect attorneys' fees rather than attempting to obtain an equitable resolution of such litigation that would ultimately be in the interests of the stockholders of such corporation.

C. WHEREAS, the Company and the Executive recognize that the cost of defending against such lawsuits, whether or not meritorious, is typically well beyond the financial resources of most executives.

D. WHEREAS, the Company and the Executive recognize that the legal risks and potential liabilities, and the very threat thereof, associated with lawsuits filed against the executives, and the resultant substantial time, expense, harassment, ridicule, abuse and anxiety spent and endured in defending against such lawsuits bears no reasonable or logical relationship to the amount of compensation received by the executives and, thus, poses a significant deterrent to experienced and capable individuals, such as the Executive, agreeing to serve as an executive.

E. WHEREAS, Section 145 of the Delaware General Corporation Law and the Company's Bylaws, which set forth certain provisions relating to the mandatory and permissive indemnification of directors and officers (amongst others) by the Company, are specifically not exclusive of other rights to which those indemnified thereunder may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise and thus does not by itself limit the extent to which the Company may indemnify, contribute or advance expenses to persons serving as its executives (amongst others).

F. WHEREAS, in order to induce and encourage highly experienced and capable individuals, such as the Executive, to serve as an executive and to foster an atmosphere in which such executives will feel unrestrained by the threat of incurring personal liability and, therefore, take the business and entrepreneurial risks necessary to ensure the continued success and growth of the Company, secure in the knowledge that they will receive the maximum indemnification protection against such risks and liabilities as may be afforded by law, the Company's Board of Directors ("Board") has determined, after due consideration and investigation of the terms and provisions of this Agreement, in light of the circumstances and considerations set forth in the foregoing recitals and in the exercise of its good faith business judgment, that this Agreement is not only reasonable, fair and prudent, but also necessary to promote and ensure the best interests of the Company and its stockholders.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements of the parties contained herein and the mutual benefits to be derived from this Agreement, and the delivery of other good and valuable consideration by the Executive, the receipt and sufficiency of which is hereby acknowledged by the Company, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. <u>Certain Definitions</u>. The following terms as used in this Agreement shall be defined as follows:

a. "Action(s)" shall include, without limitation, any threatened, pending or completed action, claim, litigation, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether predicated on foreign, Federal, state or local law (including any brought under and/or predicated upon the Securities Act of 1933, as amended, and/or the Securities Exchange Act of 1934, as amended, and/or their respective state counterparts and/or any rule or regulation promulgated thereunder), whether a Derivative Action and whether formal or informal.

b. "Affiliate" shall include, without limitation, any corporation, partnership, joint venture, employee benefit plan, trust, or other similar enterprise that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Company.

c. "Authority" shall mean the panel of arbitrators or independent legal counsel selected under Paragraph 5 of the Agreement.

d. "Breach of Duty" shall mean the Executive breached or failed to perform his duties to the Company or an Affiliate, as the case may be, and the Executive's breach of or failure to perform those duties constitute:

(1) a breach of "duty of loyalty" (as defined herein) to the Company or its stockholders;

(2) acts or omissions not in "good faith" (as further defined herein) or which involve intentional misconduct or a knowing violation of the law;

(3) a violation of Section 174 of the Delaware General Corporation Law; or

(4) a transaction from which the Executive derived an improper personal financial profit (unless such profit is determined to be immaterial in light of all the circumstances).

In determining whether the Executive has acted or omitted to act otherwise than in "good faith," as such term is used herein, the Authority, or the court, shall determine solely whether the Executive (i) in the case of conduct in his "official capacity" (as defined herein) with the Company, believed in the exercise of his business judgment, that his conduct was in the best interests of the Company; and (ii) in all other cases, reasonably believed that his conduct was at least not opposed to the best interests of the Company.

e. "Derivative Action" shall mean any Action brought by or in the right of the Company and/or an Affiliate.

f. "Duty of loyalty" shall mean a breach of fiduciary duty by the Executive which constitutes a willful failure to deal fairly with the Company or its stockholders in connection with a transaction in which the Executive has a material undisclosed personal conflict of interest.

g. "Expenses" shall include, without limitation, any and all expenses, fees, costs, charges, attorneys' fees and disbursements, other out-of-pocket costs, reasonable compensation for time spent by the Executive in connection with the Action for which he or she is not otherwise compensated by the Company, any Affiliate, any third party or other entity, and any and all other direct and indirect costs of any type or nature whatsoever.

h. "Liabilities" shall include, without limitation, judgments, amounts incurred in settlement, fines, penalties, and, with respect to any employee benefit plan, any excise tax or penalty incurred in connection therewith, and any and all liabilities of every type or nature whatsoever.

i. "Official capacity" shall mean the office of director or officer of the Company, membership on any committee of directors, any other offices of the Company held by the Executive and any other employment or agency relationship between the Executive and the Company and "official capacity," as such term is used herein, shall not include service for any Affiliate or other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

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j. "Statute" shall mean Delaware General Corporation Law Section 145 (or any successor provisions).

k. "Termination Date" shall mean the date the Executive ceases, for whatever reason, to serve as a director or in an employment relationship with the Company and/or any Affiliate.

2. Not an Employment Contract. Nothing contained in this Agreement shall create or constitute a contract of employment between the Company and the Executive and the termination of the Executive's relationship with the Company and/or any Affiliate by either party hereto shall not be restricted by this Agreement.

3. Indemnity.

a. In consideration of Executive's continued service to the Company and/or its Affiliates and the consideration set forth in the recitals to this Agreement, in all cases other than those set forth in Paragraph 3b hereof, the Company hereby covenants and agrees, subject to the conditions and limitations set forth hereinafter in this Paragraph 3 and elsewhere in this Agreement, to indemnify and hold the Executive harmless if he is or was a party, or is threatened to be made a party, to any Action by reason of his status as, or the fact that he is or was or has agreed to become, a director or officer of the Company, and/or is or was serving or has agreed to serve as a director or officer of an Affiliate, and/or as to acts performed in the course of the Executive's duty to the Company and/or to an Affiliate, against Liabilities and reasonable Expenses incurred by or on behalf of the Executive in connection with any Action, including, without limitation, in connection with the investigation, defense, settlement or appeal of any Action; provided, that it is not determined by the Authority, or by a court, pursuant to Paragraph 5 that the Executive has engaged in misconduct which constitutes a Breach of Duty.

b. To the extent the Executive has been successful on the merits or otherwise in connection with any Action, including, without limitation, the settlement, dismissal, abandonment or withdrawal of any such Action where the Executive does not pay, incur or assume any material Liabilities, or in connection with any claim, issue or matter therein, he shall be indemnified by the Company against reasonable Expenses incurred by or on behalf of him in connection therewith. The Company shall pay such Expenses to the Executive (net of all Expenses, if any, previously advanced to the Executive pursuant to Paragraph 4), or to such other person or entity as the Executive may designate in writing to the Company, within ten (10) days after the receipt of the Executive's written request therefor, without regard to the provisions of Paragraph 5. In the event the Company refuses to pay such requested Expenses, the Executive may petition a court to order the Company and the Shareholder to make such payment pursuant to Paragraph 6.

c. Notwithstanding any other provisions contained in this Agreement to the contrary, the Company shall not:

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(1) indemnify, contribute or advance Expenses to the Executive with respect to any Action initiated or brought voluntarily by the Executive and not by way of defense, except with respect to Actions:

(a) brought to establish or enforce a right to indemnification, contribution and/or an advance of Expenses under Paragraph 6 of this Agreement or under the Statute as it may then be in effect or any other applicable statute or law or otherwise as required;

(b) initiated or brought voluntarily by the Executive to the extent the Executive is successful on the merits or otherwise in connection with such Action in accordance with and pursuant to Paragraph 3b. of this Agreement; or

(c) as to which the Board determines it be appropriate.

(2) indemnify the Executive against judgments, fines or penalties incurred in a Derivative Action if the Executive is finally adjudged liable to the Company by a court (unless the court before which such Derivative Action was brought determines that the Executive is fairly and reasonably entitled to indemnity for any or all of such judgments, fines or penalties); or

(3) indemnify the Executive under this Agreement for any amounts paid in settlement or any Action effected without the Company's written consent.

The Company shall not settle any Action in any manner which would impose any Liabilities or other type of limitation on the Executive without the Executive's written consent. Neither the Company nor the Executive shall unreasonably withhold their consent to any proposed settlement.

d. The Executive's conduct with respect to an employee benefit plan sponsored by or otherwise associated with the Company and/or an Affiliate for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of such plan is conduct which does not constitute a breach or failure to perform his duties to the Company or an Affiliate, as the case may be.

4. <u>Advance Payment of Expenses</u>.

a. The Company shall pay to the Executive, or such other person or entity as the Executive may designate in writing to the Company, in advance of the final disposition or conclusion of any Action (or claim, issue or matter associated with such Action) the Executive's reasonable Expenses incurred by or on behalf of the Executive in connection with such Action (or claim, issue or matter associated with any such Action), within ten (10) days after the receipt of Executive's written request therefor; provided, the following conditions are satisfied:

(1) the Executive has first requested an advance of such Expenses in writing (and delivered a copy of such request to the Company) from the insurance carrier(s), if any, to whom a claim has been reported under an applicable insurance policy purchased by the Company and each such insurance carrier, if any, has declined to make such an advance;

(2) the Executive furnishes to the Company an executed written statement affirming his good faith belief that he has not engaged in misconduct constituting a Breach of Duty; and

(3) the Executive furnishes to the Company an executed written agreement to repay any advances made under this Paragraph 4 if it is ultimately determined that he is not entitled to be indemnified by the Company for such Expenses pursuant to this Agreement.

b. In the event the Company makes an advance payment of Expenses to the Executive pursuant to this Paragraph 4, the Company shall be subrogated to every right of recovery the Executive may have against any insurance carrier from whom the Company has purchased insurance for such purpose.

5. <u>Determination of Right to Indemnification</u>.

a. Except as otherwise set forth in this Paragraph 5 or in Paragraph 3c, any indemnification to be provided to the Executive by the Company under Paragraph 3a. of this Agreement upon the final disposition or conclusion of any Action, or a claim, issue or matter associated with any such Action, unless otherwise ordered by a court, shall be paid by the Company to the Executive (net of all Expenses, if any, previously advanced to the Executive pursuant to Paragraph 4), or to such other person or entity as the Executive may designate in writing to the Company within sixty (60) days after the receipt of Executive's written request therefor. Such request shall include an accounting of all amounts for which indemnification is being sought. No further corporate authorization for such payment shall be required other than this Paragraph 5a.

b. Notwithstanding the foregoing, the payment of such requested indemnifiable amounts pursuant to Paragraph 3a may be denied by the Company in the event:

(1) the Board by a majority vote thereof determines that the Executive engaged in misconduct which constitutes a Breach of Duty; or

(2) a majority of the Board are party in interest to such Action.

In either event of nonpayment, the Board shall immediately authorize and direct, by resolution, that an independent determination be made as to whether the Executive engaged in misconduct which constitutes a Breach of Duty and, therefore, whether indemnification of the Executive is proper pursuant to this Agreement.

c. Such independent determination shall be made, at the option of the Executive, by (i) a panel of three arbitrators (selected as set forth in Paragraph 5e from the panels of arbitrators of the American Arbitration Association) in Orange County, California in accordance with the Commercial Arbitration Rules then prevailing of the American Arbitration Association; (ii) an independent legal counsel mutually selected by the Executive and the Board by a majority vote of a quorum thereof consisting of directors who were not parties in interest to such Action (or, if such quorum is not obtainable, by a majority vote of the entire Board); or (iii) a court in accordance with Paragraph 5i of this Agreement.

d. In any such determination there shall exist a rebuttable presumption that the Executive has not engaged in misconduct which constitutes a Breach of Duty and, therefore, is entitled to indemnification pursuant to this Agreement. The burden of rebutting such presumption by clear and convincing evidence shall be on the Company, the Shareholder and any other party challenging such indemnification.

e. In the event a panel of arbitrators is to be employed hereunder, one of such arbitrators shall be selected by the Board by a majority vote of a quorum thereof consisting of directors who were not parties in interest to such Action (or, if such quorum is not obtainable, by an independent legal counsel chosen by a majority vote of the entire Board), the second by the Executive and the third by the previous two arbitrators.

f. The Authority shall make its independent determination hereunder within sixty (60) days of being selected and shall simultaneously submit a written opinion of its conclusions to the Company and the Executive.

g. In the event the Authority determines that the Executive is entitled to be indemnified for any amounts pursuant to this Agreement, the Company shall pay such amounts to the Executive (net of all Expenses, if any, previously advanced to the Executive pursuant to Paragraph 4), or to such other person or entity as the Executive may designate in writing to the Company, within ten (10) days of receipt of such opinion.

h. The Expenses associated with the indemnification process set forth in this Paragraph 5, including, without limitation, the Expenses of the Authority selected hereunder, shall be paid by the Company.

i. In the event that the Executive elects to have the independent determination made by a court pursuant to Paragraph 5c(iii), the following shall apply:

(i) If the court determines that the Executive has engaged in misconduct which constitutes a Breach of Duty, it may nonetheless order indemnification to be paid by the Company if it determines that the Executive is fairly and reasonably entitled to indemnification in view of all of the circumstances of such Action.

(ii) In the event the court determines that the Executive is entitled to be indemnified for any Liabilities and/or Expenses, or to receive the advancement of Expenses, pursuant to this Agreement, unless otherwise ordered by such court, the Company shall pay such Liabilities and/or Expenses to the Executive (net of all Expenses, if any, previously advanced to the Executive pursuant to Paragraph 4), including reasonable interest thereon as provided in Paragraph 8c, or to such other person or entity as the Executive may designate in writing to the Company, within ten (10) days of the rendering of such determination.

(iii) The Executive shall pay all Expenses incurred by the Executive in connection with any judicial determination provided in this Paragraph 5i, unless it shall ultimately be determined by the court that he is entitled, in whole or in part, to be indemnified by, or to receive advances from, the Company as authorized by this Agreement. All Expenses incurred by the Executive in connection with any subsequent appeal of any judicial determination provided for in this Paragraph 5i shall be paid by the Executive regardless of the disposition of such appeal.

j. In the event the Company does not (a) advance requested Expenses to the Executive within ten (10) days of the Executive’s compliance with Paragraph 4; or (b) indemnify the Executive with respect to requested Expenses under Paragraph 3b within ten (10) days of Executive’s written request therefor, the Executive may petition the court before which such Action was brought, if any, or any other court of competent jurisdiction to order the Company to pay such reasonable Expenses immediately. Such court, after giving any notice the court considers necessary, shall order the Company to pay such Expenses if it determines that the Executive has complied with the applicable provisions of Paragraph 4 or 3b, as the case may be.

6. <u>Termination of an Action Nonconclusive</u>. The adverse termination of any Action against the Executive by judgment, order, settlement, conviction, or upon a plea of no contest or its equivalent, shall not, of itself, create a presumption that the Executive has engaged in misconduct which constitutes a Breach of Duty.

7. <u>Partial Indemnification; Reasonableness; Interest</u>.

a. In the event it is determined by the Authority, or by a court, that the Executive is entitled to indemnification as to some claims, issues or matters, but not as to

other claims, issues or matters, involved in any Action, the Authority, or the court, shall authorize the reasonable proration and payment by the Company of such Liabilities and/or reasonable Expenses, with respect to which indemnification is sought by the Executive, among such claims, issues or matters as the Authority, or the court, shall deem appropriate in light of all of the circumstances of such Action.

b. In the event it is determined by the Authority, or by a court, that certain Expenses incurred by the Executive are for whatever reason unreasonable in amount, the Authority, or the court, shall nonetheless authorize indemnification to be paid by the Company to the Executive for such Expenses as the Authority, or the court, shall deem reasonable in light of all of the circumstances of such Action.

c. Interest shall be paid by the Company to the Executive, to the extent deemed appropriate by the Authority, or a court, at a reasonable interest rate, for amounts for which the Company indemnifies or advances to the Executive.

8. <u>Insurance; Subrogation</u>.

a. The Company may purchase and maintain insurance on behalf of the Executive against any Liability and/or Expense asserted against him and/or incurred by or on behalf of him in such capacity as an executive or other employee or agent of the Company and/or of an Affiliate, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such Liability or advance of Expenses under the provisions of this Agreement or under the Statute as it may then be in effect. Except as expressly provided herein, the purchase and maintenance of such insurance shall not in any way limit or affect the rights and obligations of the Company and/or the Executive under this Agreement and the execution and delivery of this Agreement by the Company and the Executive shall not in any way be construed to limit or affect the rights and obligations of the Company and/or of the other party or parties thereto under any such policy or agreement of insurance.

b. In the event the Executive shall receive payment from any insurance carrier and/or from the plaintiff in any Action against the Executive in respect of indemnified amounts after payments on account of all or part of such indemnified amounts have been made by the Company pursuant to this Agreement, the Executive shall promptly reimburse the Company for the amount, if any, by which the sum of such payment by such insurance carrier and/or such plaintiff and payments by the Company to the Executive exceeds such indemnified amounts; provided, however, that such portions, if any, of such insurance proceeds that are required to be reimbursed to the insurance carrier under the terms of its insurance policy, such as co-insurance, retention or deductible amounts, shall not be deemed to be payments to the Executive hereunder.

c. In addition, upon payment of indemnified amounts under this Agreement, the Company shall be subrogated to the Executive's right against any insurance carrier in respect of such indemnified amounts and the Executive shall execute and deliver any

and all instruments and/or documents and perform any and all other acts or deeds which the Company deems necessary or advisable to secure such rights. The Executive shall do nothing to prejudice such rights of recovery or subrogation.

9. Witness Expenses. The Company shall pay in advance or reimburse any and all reasonable Expenses incurred by the Executive in connection with his appearance as a witness in any Action at a time when he has not been formally named a defendant or respondent to such an Action, within ten (10) days after the receipt of the Executive's written request therefor.

10. Contribution.

a. Subject to the limitations of this Paragraph 10, in the event the indemnity provided for in Paragraph 3 of this Agreement is unavailable to the Executive for any reason whatsoever, the Company, in lieu of indemnifying the Executive, shall contribute to the amount incurred by or on behalf of the Executive, whether for Liabilities and/or for reasonable Expenses in connection with any Action, in such proportion as is deemed fair and reasonable by the Authority, or by a court, in light of all of the circumstances of such Action in order to reflect:

(1) the relative benefits received by the Company and the Executive as a result of the event(s) and/or transaction(s) giving cause to such Action; and/or

(2) the relative fault of the Company (and its other executives, employees and/or agents) and the Executive in connection with such event(s) and/or transaction(s).

b. The relative fault of the Company (and its other executives, employees and/or agents), on the one hand, and of the Executive, on the other hand, shall be determined by reference to among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such Liabilities and/or Expenses. The Company and the Executive agree that it would not be just and equitable if contribution pursuant to this Paragraph 10 were determined by pro rata allocation or any other method of allocation which does not take into account the foregoing equitable considerations.

c. The Executive shall not be entitled to contribution from the Company under this Paragraph 10 in the event it is determined by the Authority, or by a court, that the Executive engaged in misconduct which constitutes a Breach of Duty, unless a court otherwise determines.

d. The Company's payment of, and the Executive's right to, contribution under this Paragraph 10 shall be made and determined in accordance with, pursuant to and in the same manner as, the provisions in Paragraph 5 and/or 6 hereof relating to the Company's payment of, and the Executive's right to, indemnification under this Agreement.

11. Nonexclusivity of Agreement. The rights to indemnification, contribution and the advancement of Expenses provided to the Executive by this Agreement shall not be deemed exclusive of any other rights to which the Executive may be entitled under any charter provision, bylaw, agreement, resolution, vote of stockholders or disinterested directors of the Company or otherwise, including, without limitation, under the Statute as it may then be in effect, both as to acts in his official capacity as such executive or other employee or agent of the Company and/or of an Affiliate or as to acts in any other capacity while holding such office or position, whether or not the Company would otherwise have the power to indemnify, contribute or advance Expenses to the Executive.

12. Notice to the Company; Defense of Actions.

a. The Executive agrees to promptly notify the Company in writing upon being served with or having actual knowledge of any citation, summons, complaint, indictment or any other similar document relating to any Action which may result in a claim of indemnification, contribution or advancement of Expenses hereunder, but the omission so to notify the Company will not relieve the Company from any liability which it may have to the Executive otherwise than under this Agreement unless the Company shall have been irreparably prejudiced by such omission.

b. With respect to any such Action as to which the Executive notifies the Company of the commencement thereof:

(1) The Company shall be entitled to participate therein at its own expense; and

(2) Except as otherwise provided below, to the extent that it may wish, the Company (or any other indemnifying party, including any insurance carrier, similarly notified by the Executive and/or the Company) shall be entitled to assume the defense thereof, with counsel selected by the Company (or such other indemnifying party) and reasonably satisfactory to the Executive.

c. After notice from the Company (or such other indemnifying party) to the Executive of its election to assume the defense of an Action, the Company shall not be liable to the Executive under this Agreement for any Expenses subsequently incurred by the Executive in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Executive shall have the right to employ his counsel in such Action but the Expenses of such counsel incurred after notice from the Company (or such other indemnifying party) of its assumption of the defense thereof shall be at the expense of the Executive unless (i) the employment of counsel by the Executive has been authorized by the Company; (ii) the Executive shall have reasonably concluded that there may be a conflict of interest between the Company (or such other indemnifying party) and the Executive in the conduct of the defense of such Action; or (iii) the Company (or such other indemnifying party) shall not in fact have employed counsel to assume the defense of such Action, in each of which

cases the Expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Derivative Action or any Action as to which the Executive shall have made the conclusion provided for in clause (ii) above.

13. Continuation of Rights and Obligations. Subject to Paragraph 15, the terms and provisions of this Agreement shall continue as to the Executive subsequent to the Termination Date, and such terms and provisions shall inure to the benefit of the heirs, executors, estate and administrators of the Executive and the successors and assigns of the Company, including, without limitation, any successor to the Company by way of merger, consolidation and/or sale or disposition of all or substantially all of the assets or capital stock of the Company. Except as provided herein, all rights and obligations of the Company and the Executive hereunder shall continue in full force and effect despite the subsequent amendment or modification of the Company's Certificate of Incorporation or bylaws, as such are in effect on the date hereof, and such rights and obligations shall not be affected by any such amendment or modification, any resolution of directors or stockholders of the Company, or by any other corporate action which conflicts with or purports to amend, modify, limit or eliminate any of the rights or obligations of the Company and/or of the Executive hereunder.

14. Amendment. This Agreement may only be amended, modified or supplemented by the written agreement of the Company and the Executive.

15. Assignment. This Agreement shall not be assigned by the Company or the Executive without the prior written consent of the other party hereto, except that the Company may freely assign its rights and obligations under this Agreement to any Affiliate for whom the Executive is serving as an executive thereof; provided, however, that no permitted assignment shall release the Company from its obligations hereunder.

16. Governing Law. All matters with respect to this Agreement, including, without limitation, matters of validity, construction, effect and performance shall be governed by the internal laws of the State of Delaware applicable to contracts made and to be performed therein between the residents thereof (regardless of the laws that might otherwise be applicable under principles of conflicts of law).

17. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts each of which shall be deemed an original binding the signer thereof against the other signing parties, but all counterparts together shall constitute one and the same instrument. Executed signature pages may be removed from counterpart agreements and attached to one or more fully executed copies of this Agreement.

18. Headings. The headings used in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Severability. If any provision of this Agreement shall be deemed invalid or inoperative, or in the event a court of competent jurisdiction determines that any of the

provisions of this Agreement contravene public policy in any way, this Agreement shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such provisions which are invalid or inoperative or which contravene public policy shall be deemed, without further action or deed on the part of any person, to be modified, amended and/or limited, but only to the limited extent necessary to render the same valid and enforceable, and the Company shall indemnify and hold harmless the Executive against Liabilities and reasonable Expenses with respect to any Action to the fullest extent permitted by any applicable provision of this Agreement that shall not have been invalidated and otherwise to the fullest extent otherwise permitted by the Statute as it may then be in effect.

20. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or when mailed by certified registered mail, return receipt requested, with postage prepaid:

If to the Executive, to his or her address as set forth on the signature page below.
or to such other person or address which the Executive shall furnish to the Company in writing pursuant to the above.

If to the Company, to:

Liquidmetal Technologies, Inc.
25800 Commercentre Dr.
Suite 100
Lake Forest, California 92630Attention: Chief Executive Officer

or to such other person or address as the Company shall furnish to the Executive in writing pursuant to the above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

LIQUIDMETAL TECHNOLOGIES, INC.
(“Company”)

By: ______________________________

John Kang, President and Chief Executive Officer

EXECUTIVE

Sign: ______________________________

Name: ______________________________

Address: ______________________________

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Exhibit 10.60

FACTORING, LOAN & SECURITY AGREEMENT

This Factoring, Loan and Security Agreement (this "Agreement"), dated and effective as of the Effective Date, and entered into between Hana Financial, Inc., a California corporation, with offices at 1055 Wilshire Blvd., Los Angeles, CA 90017, Telecopy No.: (213) 482-1212 ("Hana"), and Liquidmetal Technologies, Inc., a Delaware corporation, whose address is 25800 Commercentre Drive, Suite 100, Lake Forest, CA 92630, Telecopy No.: (949) 206-8088 ("Client"). Certain capitalized terms used herein will have the meanings assigned to such terms in Section 12 of this Agreement.

WHEREAS, Client has requested and Hana has agreed to purchase all of Client's Accounts, issue factor and supplier guaranties and provide certain services; and

NOW, THEREFORE, in consideration of the agreements, provisions, and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Hana agree as follows:

SECTION 1. Sale and Approval of Accounts

1.1 Client hereby agrees to sell, assign and transfer to Hana, and Hana hereby agrees to purchase, all of Client's Accounts, with full power to Hana to collect and otherwise deal with such Accounts as the sole and exclusive owner thereof. Hana will purchase an Account on the shortest selling terms for the Purchase Price thereof upon receipt by Hana of the invoice copy evidencing such Account.

1.2 (a) Client will submit for Hana's credit approval the credit requirements of Client's customers, a description of Client's normal selling terms and such other Information as Hana requests concerning Client's customers. Hana may, in Hana's sole credit judgment, establish credit lines for sales to Client's customers on Client's normal selling terms or on other selling terms approved by Hana by Written Notice and/or Transmission. Client may also submit for Hana's credit approval specific orders from Client's customers and Hana may, in Hana's sole credit judgment, approve such orders on a single order credit approval basis. All of Hana's credit approvals will be by Written Notice to Client. All sales to a customer within the credit line established for such customer on Client's normal selling terms or within the single order credit approvals given by Hana for orders from such customer will be Approved Accounts provided that: (i) Delivery is completed while the credit line or single order credit approval remains in effect and (ii) the Account is assigned to Hana within thirty (30) days of Delivery and (iii) the Account is not past due at the time of assignment.

(b) Hana may amend or withdraw a credit line or single order credit approval at any time prior to Delivery by notifying Client verbally and/or by Written Notice. A single order credit approval will be automatically withdrawn: (i) in the event Delivery is not made on or prior to the expiration date indicated on the single order credit confirmation form Hana sends to Client by Written Notice; or (ii) in the event any change is made in any of the terms of the Account without Hana's prior approval by Written Notice.

(c) Hana will have no liability to Client or to any customer for Hana's refusal to credit approve an Account or Hana's withdrawal or amendment of a credit approval.

1.3 Hana will assume only Eighty Percent (80%) of the Credit Risk on all Approved Accounts which means that Hana shall indemnify the Client for only Qualifying Losses incurred in connection with Eligible Receivables and directly caused by the failure of the Customer to pay the Client all or part of the Net Invoice Value of the Eligible Receivable(s) due to the Insolvency of the Customer, such Insolvency having occurred during the Agreement or within six (6) months thereafter. The amount payable by Hana will be calculated in accordance with Section 7, Proof and Payment of Claims, and will be subject always to the Deductible, Financing Limits and other applicable terms and conditions of the Agreement.

1.4 In the event that monies are at any time owing by a Customer for both Approved Accounts and Non-Approved Accounts, any amount when paid by or credited to the customer will be applied as follows:

(a) If Hana issued single order approvals, all amounts paid by or credited to the customer will be deemed applied first to Approved Accounts.

(b) If Hana established a credit line for such Customer and if the credit line was in force at the time amounts were received from or credited to the customer, such amounts will be deemed applied first to Non-Approved Accounts. If the credit line is canceled, any amount thereafter received or credited will be deemed applied first to Approved Accounts.

1.5 If a bankruptcy or insolvency proceeding is instituted by or against a Customer and if Hana agrees by Written Notice to Client to make a claim in such proceeding for Non-Approved Accounts, all amounts distributed to Hana in such proceeding will be shared pro rata between Approved Accounts and Non-Approved Accounts.

SECTION 2. Advances, Payments, Commissions and Fees.

2.1 (a) Subject to the terms and conditions of this subsection and this Agreement and provided that there does not exist a Default or an Event of Default and in reliance upon Client's representation and warranties herein set forth, Hana may, upon Client's request, and in Hana's sole discretion, make advances to Client or for Client's account against the Purchase Price of Eligible Accounts in amounts determined by Hana, in Hana's sole discretion, of up to the following percentage of the Purchase Price of such Accounts:

(i) if the Eligible Account is an Approved Account, Hana may advance to Client up to **eighty percent (80%)** of the Purchase Price of such Approved Account;

(ii) if the Eligible Account is a Non-Approved Account, Hana may advance to Client up to **thirty percent (30%)** of the Purchase Price of such Non-Approved Account.

(b) Hana shall establish and may adjust, in its sole discretion, standards to determine whether an Account purchased by Hana is eligible for an Advance ("Eligible Account(s)") and the percentage rate of such Advance at such time as Client requests an Advance. Each such increase or decrease in the percentage rate or amount of any Advance shall become effective immediately for the purposes of calculating availability

of Advances herein.

(c) Without limiting the generality of the foregoing, the following Accounts are not Eligible Accounts:

(i) Accounts which are Non-Approved Accounts and which Hana deems, in its sole discretion, to be ineligible; and

(ii) Accounts with respect to which the customer is an Affiliate of Client's or a director, officer, agent, stockholder, or employee of Client's or any of Client's Affiliates; and

(iii) Accounts with respect to which there is any Dispute with the respective customer; and

(iv) any Account with respect to which the customer is a person to which Client is indebted, provided, however, that any such Account shall only be ineligible as to that portion of such Account which is less than or equal to the amount owed by Client to such person; and

(v) Accounts which have been charged back to Client pursuant to Sections 6.1, and 6.4 hereof; and

(vi) cash-on-delivery Accounts; and

(vii) cash sale Accounts; and

(viii) Approved Accounts arising from sales to a single customer, in the aggregate, in excess of an amount equal to **thirty percent (30%)** of the total Net Amount of all Accounts from all customers outstanding at such time **five hundred thousand dollars ($500,000.00)**; and

(ix) Non-Approved Accounts arising from sales to a single customer, in the aggregate, in excess of an amount equal to **fifteen percent (15%)** of the total Net Amount of all Accounts from all customers outstanding at such time **one hundred fifty thousand dollars ($150,000.00)**; and

(x) Non-Approved Accounts that are **thirty (30)** or more days past due; and

(xi) All Non-Approved Accounts from any single customer if **forty percent (40%)** or more of such customer's outstanding Accounts are **forty five (45)** or more days past due; and

(xii) Accounts due from a customer whose principal place of business is located outside the United States of America or Canada that are not covered by a letter of credit, in acceptable form to Hana, in its sole discretion or which are not otherwise Approved Accounts.

(d) Hana does not intend to make any advances on any Non-Approved Accounts to the extent any such advance would cause the aggregate amount of

outstanding advances with respect to Non-Approved Accounts to exceed **five hundred thousand dollars ($500,000.00)**; and Hana does not intend to make any advances on any Accounts to the extent any such advance would cause the aggregate amount of outstanding Obligations to exceed **one million five hundred thousand dollars ($1,500,000.00)** (the "Credit Limit").

(e) Notwithstanding the foregoing, in no event shall the total of outstanding Advances at any one time exceed the Credit Limit. To the extent that the total of aggregate outstanding Advances exceeds the Credit Limit, Client shall pay to Hana upon its demand any and all amounts necessary to reduce the aggregate outstanding Advances to or below the Credit Limit.

2.2 As payment for an Account, the Collected Amount of the Purchase Price of an Account will be credited to Client's account as of the Collection Date and disbursed to Client on the Remittance Date. The payments, when credited to Client's account, shall first be applied to all advances, interest, and other amounts due Hana hereunder. If an Approved Account remains partially or fully unpaid solely as a result of the financial inability of the customer thereon to pay such Approved Account and if such Account is not subject to a Dispute, the Purchase Price of such Approved Account less any Collected Amounts previously credited to Client's account with respect to such Approved Account and less advances, interest and any other amounts due Hana will be credited to Client's account on the Approved Payment Date for such Approved Account.

2.3 At the time Hana purchases an Account, Hana will charge Client's account with a factoring commission equal to **sixty five hundredths of a whole percent (0.65%)** of the Net Amount of the Approved Accounts plus the Surcharge Amount, as applicable. At the time Hana purchases an Account, Hana will charge Client's account with a factoring commission equal to **sixty five hundredths of a whole percent (0.65%)** of the Net Amount of the Non-Approved Accounts. On Accounts bearing payment terms in excess of sixty (60) days, the factoring commission will be increased by one quarter of one percent (0.25%) for each thirty (30) days or part thereof that the stated terms exceed sixty (60) days.

2.4 During each Contract Year, Client agrees to pay to Hana factoring commissions aggregating at least **thirty thousand dollars ($30,000.00)** ("Minimum Annual Commission"). If at the end of any Contract Year the aggregate of factoring commissions paid by Client is less than the Minimum Annual Commission, then Client shall pay to Hana, or Hana may charge Client's account with, an amount equal to the difference between the Minimum Annual Commission and the factoring commissions actually paid during that Contract Year. If Client terminates this Agreement at any time during a Contract Year or if Hana terminates this Agreement at any time during a Contract Year upon the occurrence of an Event of Default, Client shall nevertheless remain obligated to pay the Minimum Annual Commission for such Contract Year.

2.5 Client will pay to Hana or Hana may charge Client's account with (i) wire transfer fees on all wire transfers; (ii) all data transmission telephone charges relating to Transmissions; (iii) exchange on checks, charges for returned items and all other bank charges; (iv) all Costs; (v) all other amounts owing by Client to Hana under the Agreement; and (vi) all other Obligations.

2.6 Client will pay to Hana or Hana may charge Client's account a fee for each new

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customer set-up on our data base, as follows: (i) a fee of $10.00 will be charged when you submit an order or invoice for any customer that has not had any activity with us for at least eighteen (18) months prior thereto and is not established in our files; and (ii) a fee of $5.00 will be charged when you submit an order or invoice for any customer that has not had any activity with us for at least eighteen (18) months, but has been active during such period with respect to other clients of ours; provided, however, that no fees will be charged for new customers set-up during the first six (6) months from the Effective Date of this Agreement.

2.7. Proof and Payment of Claims and Recoveries

A. Payment by Hana for Qualifying Losses shall be calculated as follows, subject always to the Deductible, if any, Financing Limit, and other applicable terms and conditions of the Agreement:

a) Calculate the amount of the Qualifying Loss.

b) Subtract the Non Qualifying Loss and the Deductible, if any from the amount of the Qualifying Loss.

c) Should the sum be equal to a number less than 0, then no payment shall be made by Hana.

B. The payment for a Qualifying Loss shall be made promptly, in either U.S. Dollars or in Contract Currency at Hana's sole option, after the submission by the Client of a satisfactory written proof of Loss together with evidence that the Customer is Insolvent.

For the purpose of any calculation required in the settlement of a Qualifying Loss, the rate of exchange shall be the rate as offered on the date of such settlement by a commercial bank selected by Hana.

C. The responsibility for proving a Qualifying Loss under this Agreement and evidencing that all conditions and warranties have been complied with shall at all times rest with the Client.

D. For the purpose of determining Hana's liability under this Agreement, all funds or salvage received from the Customer, or from any other source whatsoever as or towards payment of the Customer's obligations to the Client after the Customer is in default of any payment obligation to the Client for more than one hundred twenty (120) days, or is Insolvent, whichever happens first, shall be applied in chronological order of due dates until Hana indemnifies the Client for the Qualifying Loss.

The application of funds described in this paragraph shall apply regardless of any designation of funds by the Customer or any other party unless specifically agreed in writing by Hana.

After payment of a Qualifying Loss, any such funds or salvage shall be immediately paid to Hana and shared between Hana and the Client as follows:

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1. Hana shall receive the Client Percentage of all sums recovered, and the Client shall receive the remaining percentage of such sums, until the amount of Hana's payment of a Qualifying Loss and Hana's cost of recovery have been fully reimbursed;

2. All further sums recovered shall inure to the benefit of the <u>Client</u>.

This paragraph does not apply to any funds received in payment for goods shipped to a "debtor in possession."

E. Sums recovered in respect of any Qualifying Loss retained by the Client under the Deductible shall reinstate the Deductible by the same amount.

F. In the event of any payment of a Loss under this Agreement, Hana shall be subrogated to all of the Client's rights of recovery therefore against any person or organization, and the Client shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights, including rights with respect to amounts that have been applied to the Deductible. Hana shall have the right to direct the manner in which such assets shall be liquidated. The Client shall do nothing to prejudice such rights.

It shall be a condition to the obligation of Hana to make any payment of a Qualifying Loss under this Agreement that the receivables to which it shall be subrogated shall not be subject to any lien, security interest or other third party claim superior to that of Hana.

2.8 Hana shall charge Client for each audit Hana or Hana's agent performs on behalf of Client, at reasonable industry rates at that time, together with out-of-pocket expenses.

2.9 <u>Exclusions</u>

A. Losses caused by or resulting from the following shall not constitute Qualifying Losses and are not covered under this Agreement:

1. Wrongful or dishonest acts or omissions of the Client or its agents;

2. Any material breach of or inaccuracy regarding any warranty or representations made herein or failure to perform or to fulfill any warranty, covenant or agreement made herein by the Client;

3. Nuclear reaction or nuclear radiation or radioactive contamination;

4. War (i) between the People's Republic of China, France, the United Kingdom, states of the former Soviet Union, and/or the United States of America; and/or (ii) between the Customer's country and the country of the Client.

B. Losses relating to any of the following Customers and/or receivables shall not constitute Qualifying Losses and are not covered under this Agreement:

1. Any Customer that, as of the first day of the Agreement, is Insolvent or past due in any payment obligations to the Client unless

   (a) the total aggregate amount of such past due payment obligations does not exceed the Non Qualifying Loss Amount (payment obligations that are disputed by the Customer in writing will not be considered past due for the purposes of this paragraph); or

   (b) the Agreement is renewed, in which case the Client must disclose to Hana on the renewal date if any particular Customer is Insolvent or past due in any payment obligation to the Client at the time of the renewal. If the Client fails to make such a disclosure, then any and all shipments to that particular Customer will be automatically excluded from coverage of the Qualifying Losses under the Agreement. If the Client makes the disclosures required herein, then the provisions herein will be extended to that Customer unless that Customer is specifically excluded by Hana;

2. Any Customer with which the Client has, during the twelve (12) months immediately prior to the first day of the Agreement, rescheduled or extended the due date of any amounts owing for larger than the Maximum Extension Period unless coverage for such Customer is specifically approved by Hana;

3. Any Customer about which the Client knowingly provided inaccurate information to Hana. If the inaccurate information was based on the representation or statements of third parties and was true to the best knowledge of the Client after a reasonable investigation, this exclusion shall not apply;

4. Any receivables that are sold or otherwise transferred by the Client to any other person or entity, unless otherwise agreed in writing by Hana;

5. Any receivables that are past due as of the inception date of this Agreement.

6. Sales made on terms of Confirmed or Unconfirmed Irrevocable Letter of Credit.

7. Sales made on terms of Cash in Advance or Cash on Delivery.

SECTION 3. Factor/Supplier Guaranties and Ledger Debt

3.1 The Factor/Supplier Guaranty facility shall be subject to the following terms and conditions:

(a) Subject to the terms and conditions of this Agreement and provided that there does not exist a Default or an Event of Default and in reliance upon Client's representations and warranties herein set forth and provided that there exists sufficient

Factor/Supplier Availability, Hana may issue guaranties ("Factor/Supplier Guaranties") to factors and certain of Client's domestic and foreign suppliers.

(b) The Factor/Supplier Guaranties shall be issued for valid purchases of merchandise. Client shall furnish Hana with the application for issuance of each guarantee. Hana may issue a Factor/Supplier Guaranty in connection with each such application if such application, including the amount and all terms of the Factor/Supplier Guaranty to be issued, shall be acceptable to Hana, in its sole discretion and so long as each Factor/Supplier Guaranty has an expiration date which is at least thirty (30) days before the Termination Date.

(c) No extensions, modifications or amendments to a Factor/Supplier Guaranty shall be made without Hana's prior written consent.

(d) Hana's Factor/Supplier Guaranties shall in no way be construed to create any liability, obligation, warranty or representation on Hana's part with respect to any matter other than Client's payment at maturity of the invoices to which such Factor/Supplier Guaranties relate.

(e) Client shall, on demand, reimburse Hana for any and all sums paid by Hana in any way relating to the factor/Supplier Guaranties and Client shall indemnify Hana and hold Hana harmless from and against any and all liability, loss, costs, fees and expenses, including reasonable attorneys' fees, that Hana may sustain or incur based upon, arising under, or in any way relating to the Factor/Supplier Guaranties provided; however, that the foregoing indemnity shall not apply to any liabilities, losses , costs, fees and expenses sustained or incurred by Hana solely from Hana's gross negligence or willful misconduct. Client's obligation to reimburse and indemnify Hana shall be conclusive but shall not prejudice any rights Client may have against any other person in the event that Client disputes liability of amounts owing under invoices subject to a Factor/Supplier Guaranty

(f) As compensation for the issuance of Factor/Supplier Guarantees, Client shall pay to Hana the Factor/Supplier Guaranty Fee upon issuance of each Factor/Supplier Guaranty issued.

3.2 Hana may, in its sole discretion, approve credits for Client, in amounts determined from time to time by Hana, to enable Client to purchase goods or services from other factoring clients of Hana. There would be no charge for such credit approval to the extent that Client did not pay ledger debt when due. All indebtedness owing by Client for purchases from other factoring clients of Hana is hereafter referred to as "Ledger Debt". The aggregate amount of Ledger Debt outstanding at any time shall not exceed the Ledger Debt Availability. Hana would have the right to pay such amounts and to charge such payments to Client's account.

3.3 In no event shall the total amount of outstanding Advances, Factor/Supplier Guaranties, and Ledger Debt, and any other Obligations exceed the Credit Limit. To the extent that, at any time, the foregoing limit is exceeded, Client shall pay on demand and all amounts necessary to reduce the aggregate outstanding Obligations to or below the Credit Limit.

SECTION 4. Interest and Collection Clearance Charges

4.1 Client will pay Hana interest on the Daily Balance. Interest will be calculated daily at a rate equal to the sum of **two whole percent (2.0%)** plus the Base Rate (the "Interest Rate") and will be paid by Client or charged to Client's account monthly at the end of each month. The Interest Rate will also be charged to Client on all other obligations, except those specifying a different rate, from the date incurred through the date paid. Any publicly announced decrease or increase in the Base Rate will result in an adjustment to the Interest Rate on the next business day. After the occurrence of an Event of Default and for so long as such Event of Default continues, all the Obligations will, at Hana's option, bear interest at a rate per annum equal to five percent (5.0%) plus the Interest Rate. Interest will be calculated on the basis of a 360-day year for the actual number of days elapsed. In no event will the total amount of interest received by Hana exceed the maximum rate permitted by applicable law and in the event excess interest is determined by a court of competent jurisdiction to have been paid by Client to Hana, such excess interest will be applied as a credit against the outstanding Obligations and Client will not have any action against Hana for any damages arising out of the payment or collection of such excess interest.

4.2 If an Account or any payment is charged back to Client after the Collection Date or Approved Payment Date, as applicable, Client will pay Hana interest at the Interest Rate on the Net Amount of such Account or on such payment from such date to the charge back date.

4.3 To allow for collection clearance on all checks and other payments remitted by Client's customers, Client will, in addition to interest, pay Hana a collection clearance charge computed as follows: (a) total cash collections for the day, multiplied by (b) **four (4)** business days, multiplied by (c) the Interest Rate, divided by (d) 360 days.

SECTION 5. Representations, Warranties and Covenants

5.1 Client represents, warrants and covenants as to each Account that, at the time of its creation, the Account is a valid, bona fide account, representing an undisputed indebtedness incurred by the named customer for goods actually sold and delivered; there are no setoffs, offsets or counterclaims, genuine or otherwise, against the Account; the Account does not represent a sale to any of Client's subsidiaries, affiliates, directors, officers, agents, stockholders, or employees, or a consignment, guaranteed sale, or bill and hold transaction, or a cash on delivery sale; no agreement exists permitting any deduction or discount (other than the discount stated on the invoice); Client is the lawful owner of the Account and has the right to sell and assign the same to Hana; the Account is free of all security interests, liens and encumbrances (including tax liens) other than those in favor of Hana, and the Account is due and payable in accordance with its terms.

5.2 Client represents, warrants and covenants that there are no liens on any of the collateral security described in Section 8 of this Agreement as of the Effective Date of this Agreement, and if, at any time, there is any lien that is senior to Hana's lien on the collateral security, Client will take all actions necessary to subordinate the lien so that the lien is junior to Hana's lien on the collateral security.

5.3 Client will not grant or suffer to exist in favor of any party other than Hana any lien upon or security interest in Client's inventory.

5.4 Client will maintain or cause to be maintained in good repair, working order, and condition all material properties used in Client's business and will make or cause to be made all appropriate repairs, renewals, and replacements thereof. Client has and will maintain or cause to be maintained, with financially sound and reputable insurers, public liability, product liability, and property damage insurance with respect to Client's business and properties against loss or damage of the kinds customarily carried or maintained by corporations of established reputation engaged in similar businesses and in amounts reasonably acceptable to Hana, including business interruption insurance. At all times Client shall have and maintain insurance with respect to all Inventory, to the fullest extent of the insurable value thereof, against risks of fire, theft, sprinklers, and such other risks as Hana may require, in such form, for such periods, and written by such insurers as may be reasonably satisfactory to Hana, such insurance to bear endorsements, in form acceptable to Hana, naming Hana as additional insured and designating Hana as loss payee. Client shall deliver to Hana promptly as rendered true copies of all monthly reports made to insurance companies under any reporting forms of insurance policies. Client shall promptly deliver to Hana copies of all such policies. Except as to business record insurance, if Client fails to maintain such insurance, Hana may, but need not, obtain the same and charge the cost thereof to Client's Factoring Agreement. The proceeds of any such insurance shall be applied in reduction of Client's Revolving Loans.

5.5 Client is a solvent corporation; duly incorporated and in good standing under the laws of the State of Delaware and qualified in all States where such qualification is required; the execution, delivery and performance of this Agreement have been duly authorized and are not in contravention of any applicable law, Client's corporate charter or by-laws or any agreement or order by which Client is bound; Client is not, to the best of Client's knowledge, in violation of any law, ordinance, rule, regulation, order or other requirement of any government or any instrumentality or agency thereof.

5.6 Client will not change Client's corporate name or the location of Client's office or open any new offices without giving Hana at least thirty (30) days prior Written Notice. At the present time, Client carries on business only at the above address and at the addresses set forth below: **None**.

5.7 All books and records pertaining to the Accounts or to any inventory owned by Client will be maintained solely and exclusively at the above address or the addresses listed in Section 5.5 hereof and no such books and records will be moved or transferred without giving Hana thirty (30) days prior Written Notice.

5.8 After Hana's request, Client will hold all returned, replevined or reclaimed goods relating to Accounts coming into Client's possession in trust for Hana and all such goods will be segregated and identified as held in trust for Hana's benefit and Client will, at Hana's request, and at Client's expense, deliver such goods to such place or places as Hana may designate.

5.9 The trade names or styles set forth below are the only trade names or styles under which Client transacts business or has transacted business during the last five (5) years; Accounts sold to Hana hereunder and represented by invoices bearing such trade names or styles are wholly owned by Client; the undertakings, representations and warranties made in connection therewith will be identical to and of the same force and effect as those made with respect to invoices bearing Client's corporate name; Client's

use of any trade names or styles is in compliance with all laws regarding the use of such trade names or styles. Client will give Hana thirty (30) days prior Written Notice of the change of any trade name or style or Client's use of any new trade name or style: **None**.

Client hereby assigns, transfers, and conveys to Hana, effective upon the occurrence of any Event of Default hereunder, the non-exclusive right and license to use all trade names and trade styles owned or used by Client together with any goodwill associated therewith, all to the extent necessary to enable Hana to realize on any assets of Client in which Client has granted Hana a security interest. Such right and license is granted free of charge without requirement that any monetary payment whatsoever be made to Client or third party by Hana.

5.10 Client may, in the ordinary course of business and in good faith, issue, grant or allow discounts, credits and allowances on Accounts to customers and accept returns until: (a) there exists a Default or an Event of Default or (b) Hana notifies Client to the contrary by Written Notice or Transmission. Such discount, credit or allowance once issued may be claimed only by the customer. Client will promptly issue and assign to Hana all full invoice credit memos and promptly notify Hana of any other credit memos. Failure to promptly notify Hana of any discounts, credits, and allowances or other adjustment on a customers account may result in Hana's disallowance of any such credit given.

5.11 To the best of Client's knowledge, (a) there are no judgments outstanding against or affecting Client, its officers, directors or affiliates or any of Client's property, (b) there are no actions, charges, claims, demands, suits, proceedings, or governmental investigations now pending or threatened against Client or any of Client's property, and (c) none of Client's inventory has been produced in violation of the Fair Labor Standards Act or any similar law, nor imported in violation of any United States customs regulation.

5.12 Client agrees that no provision in this Agreement and no course of dealing between the parties shall be deemed to create any fiduciary duty by Hana to Client. Client agrees that neither Hana nor any of Hana's affiliates, officers, directors, shareholders, employees, attorneys, or agents shall have any liability with respect to, and Client hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by Client in connection with, arising out of, or in any way related to this Agreement of any of the transactions contemplated by this Agreement. Client hereby waives, releases, and agrees not to sue Hana or any of Hana's affiliates, officers, directors, shareholders, employees, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to this Agreement or any of the transactions contemplated by this Agreement.

SECTION 6. Disputes and Chargebacks

6.1 With respect to any Account, upon the occurrence of a breach of any of the representations or warranties contained in Section 4.1, or upon the assertion by a customer of a Dispute, such Account may, at Hana's option, be charged back to Client.

6.2 Client will notify Hana immediately, by Written Notice, in the event that a customer alleges any Dispute, or returns or desires to return any goods purchased from Client relating to an Account. After an Event of Default, Hana may but is not obligated to

settle, compromise, adjust or litigate all such Disputes or returns upon such terms as Hana deems advisable. If an unadjusted Dispute delays the payment of any Approved Account when due, Hana will have the right to charge back to Client that Account.

6.3 Client will supply customers, in the format required by customers, with all forms, documents, certificates, etc. that customer requires to process the Account for payment. If Hana notifies Client verbally and/or by Written Notice that a customer which only accepts invoices for payment from Client through Transmission is requesting that Client review its invoice data for correctness and re-transmit invoices by Transmission and if after thirty (30) days from the date of such Notice such invoices remain unposted to such customer's records, Hana will place the Accounts evidenced by such invoices in Dispute.

6.4 Hana may at any time charge back to Client's account the amount of: (a) any Approved Account which is not paid in full when due for any reason other than Credit Risk; (b) any Approved Account which is not paid in full when due because of an act of God, civil strife, or war; (c) anticipation (interest) deducted by a customer on any Account; (d) customer claims; (e) any Account for which there is a breach of any representation or warranty. A charge back does not constitute a reassignment of an Account. Hana shall immediately charge any deduction taken by a customer to Client's account.

6.5 Client will pay Hana, or Hana may charge Client's account with, the amount of any payment which Hana receives with respect to a Non-Approved Account if such payment is subsequently disgorged by Hana, whether as a result of any proceeding in bankruptcy or otherwise.

6.6 Client shall purchase promptly all Accounts charged back by Hana, provided, however, that until payment by Client to Hana of all monies due with respect to such charged back account, title shall pass to Client subject, however, to Hana's security interest therein. Client agrees to indemnify and save Hana harmless from and against any and all loss, costs and expenses caused by or arising out of disputed Accounts, including, but not limited to, collection expenses and attorney's fees incurred with respect thereto.

6.7 Hana may maintain such reserves as Hana, in Hana's sole discretion, deems advisable as security for the payment and performance of the Obligations, including, without limitation, (i) reserves for the amount of any Account which is subject to a Dispute, (ii) reserves for the amount of any Approved Accounts from any single customer that is greater than **thirty percent (30%)** of all Accounts **five hundred thousand dollars ($500,000.00)**, (iii) reserves for the amount of any Non-Approved Accounts from any single customer that is greater than **fifteen percent (15%)** of all Accounts **one hundred fifty thousand dollars ($150,000.00)**, (iv) reserves for the amount of any Non-Approved Account that is **thirty (30)** or more days past due, and (v) reserves for the amount of all Non-Approved Accounts from any single customer if **forty percent (40%)** or more of such customer's outstanding Accounts are **forty five (45)** or more days past due.

SECTION 7. Administration

7.1 Client will, from time to time, (i) execute and deliver to Hana confirmatory schedules of Accounts assigned to Hana (each an Assignment Schedule), together with

one copy of each invoice, acceptable evidence of shipment and such other documentation and proofs of delivery as Hana may require or (ii) transmit to Hana by Transmission information concerning Accounts in a format acceptable to Hana and, upon Hana's request, deliver to Hana copies of invoices, acceptable evidence of shipment and such other documentation and proofs of delivery as Hana may require relating to Accounts so transmitted. Client will not deliver Assignment Schedules in connection with Transmissions, but Client acknowledges and agrees that every invoice transmitted to Hana by Transmission will be deemed to have been sent pursuant to the terms and conditions of an Assignment Schedule. Each invoice relating to an Account and all copies thereof will bear a notice, in form satisfactory to Hana, that the Account has been sold and assigned to and is payable only to Hana. Client agrees that Client will not change such notice on invoices and will not direct its customers to pay Client or any third party amounts due under invoices. Client agrees to prepare and mail all invoices relating to Accounts, but Hana may do so at Hana's option. Client agrees to execute and deliver to Hana such further instruments of assignment, financing statements and instruments of further assurance as Hana may reasonably require. Client authorizes Hana to execute on Client's behalf and file such UCC financing statements, as Hana may deem necessary in order to perfect and maintain the security interests granted by Client in accordance with this Agreement. Client further agrees that Hana may file this Agreement or a copy thereof as such UCC financing statement.

7.2 Notwithstanding that Client has agreed to pay the Misdirected Payment Fee pursuant hereto, if any remittances are made directly to Client, Client's employees or agents, Client will act as trustee of an express trust for Hana's benefit, hold the same as Hana's property and deliver the same to Hana forthwith in kind. Hana and/or such designee as Hana may from time to time appoint are hereby appointed Client's attorney-in-fact to endorse Client's name on any and all checks or other forms of remittances received by Hana where such endorsement is required to effect collection and to transmit notices to customers, in Client's or Hana's name, that amounts owing by them have been assigned and are payable directly to Hana; this power, being coupled with an interest, is irrevocable.

7.3 Client shall permit Hana and any authorized representatives designated by Hana to visit and inspect any of the properties of Client, including its financial and accounting records, and to make copies and take extracts therefrom, and to discuss its affairs, finances, and business with its officers at such times during normal business hours and as often as Hana requests. Hana may, at any time after the occurrence of an Event of Default, remove from Client's premises all such records, files and books relating to Accounts.

7.4 If Hana determines that the credit standing of a customer has deteriorated after Hana has assumed the Credit Risk on an Account, Client will, at Hana's request, exercise such rights as Client may have to reclaim or stop the goods in transit, and Client hereby grants to Hana the right to take such steps in Client's or Hana's name.

7.5 Hana will render a monthly statement of account to Client within twenty (20) days after the end of each month. Such statement of account will constitute an account stated unless Client makes written objection thereto by Written Notice within thirty (30) days from the date such statement is rendered to Client.

7.6 Client will maintain a system of accounting established and administered in

accordance with sound business practice to permit preparation of financial statements in conformity with GAAP. Client will promptly furnish Hana with such statements prepared by or for Client showing Client's financial condition and the results of Client's operations as Hana may request verbally or by Written Notice; provided, however, that if the request is made verbally, such request shall be promptly confirmed in writing. Client will deliver to Hana the financial statements and other reports described below:

(i) Year-End Financials: As soon as available and in any event within seventy-five (75) days after the end of each of Client's fiscal year Client will deliver the balance sheet of Client as of the end of such period and the statements of income, stockholders' equity cash flows such Fiscal Year and such financial statements shall have been audited by a firm of independent certified public accountants selected by Client and reasonably acceptable to Hana. For the purposes of this Section and the Section below, based upon the information currently available to Hana, the accountancy firm of , shall be acceptable to Hana. If after the Effective Date Hana discovers information that causes Hana to determine, in its sole and reasonable discretion, that such firm is no longer acceptable to Hana, than Client shall be required to retain the services on new accountants reasonably acceptable to Hana.

(ii) Semi-Annual Financials. As fairly soon as available but not later than forty-five (45) days after the end of each six (6) month period of Client's fiscal year, Client will deliver the balance sheet of Client as of the end of such period and the related statements of income, stockholders' equity and cash flow for such six (6) month period of a Fiscal Year and for the period from the beginning of the then current Fiscal Year to the end of such six (6) month period of a Fiscal Year and such have been prepared by Client and reasonably acceptable to Hana.

(iii) Access to Accountants. Client authorizes Hana to communicate directly with Client's independent certified public accountants and authorizes such accountants to discuss Client's financial condition and financial statements directly with Hana.

7.7 Client authorizes Hana to disclose such information, as Hana deems appropriate to persons making credit inquiries about Client.

SECTION 8. Collateral Security

As collateral security for all Obligations, Client hereby assigns and grants to Hana a continuing security interest in all of the following property, whether now owned by Client or hereafter acquired by Client or arising in Client's favor: (i) Factored Accounts; (ii) general intangibles including payment intangibles; (iii) monies, securities and other property now or hereafter held or received by, or in transit to Hana from or for Client, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Client's deposits and credit balances in Hana's possession; (iv) books, records and other property at any time evidencing or relating to any of the foregoing property and; (v) proceeds of any of the foregoing property including, without limitation, the proceeds of any insurance policies covering any of the foregoing property and deposit accounts. Recourse to the collateral security herein provided will not be required, and Client will at all times remain liable for the payment and performance of the Obligations upon demand by Hana.

Client hereby grants to Hana a fully paid-up non-exclusive license (the "License") to use

all of the trademarks and trade names owned by Client in connection with any sales of inventory by Hana made pursuant to the terms of this Agreement. The grant of the License shall be irrevocable, but shall terminate concurrently with the repayment in full by Client of all Obligations and the termination of this Agreement pursuant to Section 9 of this Agreement. Client agrees to use its best efforts to obtain the consent of its licensors, if any, to permit Hana to sell inventory otherwise subject to a license in the manner and to the extent permitted to Client under the applicable license agreement.

SECTION 9. Events of Default

The occurrence of any of the following acts or events will constitute an Event of Default: (a) if Client fails to make payment of any of the Obligations when due; (b) if Client fails to make any remittance required by this Agreement; (c) if Client commits any breach of any of the terms, representations, warranties, covenants, conditions or provisions of this Agreement, or of any present or future supplement or amendment hereto or of any other agreement between Hana and Client; (d) if Client becomes insolvent or unable to meet Client's debts as they mature; (e) if Client fails to pay when due any material obligations or liabilities owing by Client to any person or entity (including without limitation, any United States and state taxes); (f) if Client delivers to Hana a false financial statement or if any representation, warranty, certification, or other statement made by Client to Hana is false in any material respect when made; (g) if Client calls, or has called by a third party, a meeting of creditors; (h) if any bankruptcy proceeding, insolvency arrangement or similar proceeding is commenced by or against Client; (i) if Client suspends or discontinues doing business for any reason; (j) if a receiver or trustee of any kind is appointed for Client or any of Client's property; (k) if any guarantor of Client's Obligations dies or becomes insolvent or has commenced by or against such guarantor any bankruptcy proceeding, insolvency arrangement or similar proceeding; (l) if any guaranty of Client's Obligations is terminated or any guarantor alleges that the guaranty is unenforceable, or if there is a default under any such guaranty; (m) if there shall be a change in the beneficial ownership and control, directly or indirectly of the majority of the outstanding voting securities or other interests entitled (without regard to the occurrence of any contingency) to elect or appoint members of the board of directors or other managing body of Client; or (n) if a notice of lien, money judgment, levy, assessment, seizure or writ, or warrant of attachment is entered or filed against Client or with respect to the Accounts or any other collateral in which Client has granted Hana a security interest; or (o) if Client sells, leases, transfers or otherwise disposes of all or substantially all of Client's property or assets, or consolidates with or merges into or with any corporation or entity.

Upon the occurrence and during the continuance of an Event of Default, Hana will have the right to terminate this Agreement and all other arrangements existing between Hana forthwith and without notice, and the Obligations will mature and become immediately due and payable and Hana will have the right to withhold any further payments to Client until all Obligations have been paid in full.

If either party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a

specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment. For the purpose of this section, attorney fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examination; (4) discovery; and (5) bankruptcy litigation.

SECTION 10. Term and Termination

10.1 This Agreement will continue in full force and effect for **one (1)** year from the Effective Date and shall renew for one (1) year terms thereafter unless either party hereto gives the other party not less than sixty (60) days prior Written Notice prior to the end of the initial or any renewal term of their intention to terminate this Agreement as of the end of such term.

10.2 In the event that this Agreement is terminated by Client prior to an Anniversary Date, Hana shall be entitled to the unpaid portion of the Minimum Annual Commission, if any, for such Period, as provided in section 2.4 above, as of the effective date of termination. Except as otherwise provided, Hana may terminate this Agreement at any time by giving Client at least sixty (60) days prior written notice of termination. However, Hana may terminate this Agreement immediately, without prior notice to Client, upon the occurrence of an Event of Default (defined in section 8 above).

10.3 Notice of termination shall be given by messenger, registered or certified mail, facsimile or commercial delivery service; provided, however, that Client will not terminate this Agreement so long as Client is indebted or obligated to Hana in connection with any other agreements between Hana and Client. Notwithstanding any such Written Notice of termination, all of Hana's rights, liens and security interests hereinabove granted to Hana (including Accounts arising, acquired or created after the date of termination of this Agreement) will continue and remain in full force and effect after any termination of this Agreement and pending a final accounting, Hana may withhold any balances in Client's account unless Hana is supplied with an indemnity satisfactory to Hana to cover all Obligations. Client agrees to continue to assign accounts receivable to Hana and to remit to Hana all collections on accounts receivable, until all Obligations have been paid in full or Hana has been supplied with an indemnity satisfactory to Hana to cover all Obligations. All of the representations, warranties and indemnities and covenants made by Client herein will survive the termination of this Agreement.

10.4 Upon termination, Client shall cause Hana to be released from all liability under the outstanding Letters of Credit and factor/Supplier Guaranties, or, at Hana's option, Client will deposit cash collateral with Hana in an amount equal to one hundred five percent (105%) of the Letter of Credit Liability and Factor/Supplier Liability that will remain outstanding after repayment.

10.5 Notice of termination shall be given by messenger, registered or certified mail, facsimile or commercial delivery service; provided, however, that Client will not terminate this Agreement so long as Client is indebted or obligated to Hana in connection with any other agreements between Hana and Client. Notwithstanding any such Written Notice of termination, all of Hana's rights, liens and security interests hereinabove granted to Hana (including Accounts arising, acquired or created after the date of termination of this Agreement) will continue and remain in full force and effect after any termination of this Agreement and pending a final accounting, Hana may withhold any balances in Client's

account unless Hana is supplied with an indemnity satisfactory to Hana to cover all Obligations. Client agrees to continue to assign accounts receivable to Hana and to remit to Hana all collections on accounts receivable, until all Obligations have been paid in full or Hana has been supplied with an indemnity satisfactory to Hana to cover all Obligations. All of the representations, warranties and indemnities and covenants made by Client herein will survive the termination of this Agreement.

10.6 If Client shall terminate during the term of this Agreement, Client shall pay to Hana, in addition to all other Obligations, a termination fee (the "Termination Fee") equal to One Percent (1.0%) of Credit Limit.

SECTION 11. Governing Law, Venue and Waiver of Jury

APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA OR ANY OTHER JURISDICTION IN WHICH THE COLLATERAL SECURITY IS LOCATED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

CONSENT TO JURISDICTION. CLIENT HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR ANY OTHER JURISDICTION IN WHICH THE COLLATERAL SECURITY IS LOCATED AND IRREVOCABLY AGREES THAT, SUBJECT TO HANA'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. CLIENT EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. CLIENT HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON CLIENT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO CLIENT, AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

WAIVER OF JURY TRIAL. CLIENT AND HANA HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. CLIENT AND HANA ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. CLIENT AND HANA WARRANT AND REPRESENT THAT EACH AS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

SECTION 12. Modifications, Waivers and Miscellaneous Provisions

This Agreement may not be changed or terminated orally; it constitutes the entire agreement between Client and Hana and will be binding upon Client's and Hana's respective successors and assigns, but may not be assigned by Client without Hana's

prior written consent. No delay or failure on Hana's part in exercising any right, privilege, or option hereunder will operate as a waiver thereof or of any other right, privilege or option. No waiver whatsoever will be valid unless in a Written Notice, signed by Hana, and then only to the extent therein set forth. If any term or provision of this Agreement is held invalid under any statute, rule or regulation of any jurisdiction competent to make such a decision, the remaining terms and provisions will not be affected, but will remain in full force and effect.

Any Written Notice to be given under this Agreement will be in writing addressed to the respective party as set forth in the heading to this Agreement and will be personally served, telecopied or sent by overnight courier service or United States mail and will be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted on a Business Day before 4:00 p.m. (Los Angeles time) or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two (2) days after delivery to such courier properly addressed; or (d) if by U.S. Mail, four (4) Business Days after depositing in the United States mail, with postage prepaid and properly addressed.

Hana conducts business under California commercial finance lender license number 6032324.

SECTION 13. Definitions

"Accounts" — All presently existing or outstanding and all hereafter created or acquired accounts (as that term is defined in the UCC), contract rights, documents, notes, drafts and other forms of obligations owed to or owned by Client arising or resulting from the sale of goods or the rendering of services by Client, all general intangibles relating thereto, all proceeds thereof, all guaranties and security therefore, and all goods and rights represented thereby or arising therefrom, including, but not limited to, returned, reclaimed and repossessed goods, and the rights of stoppage in transit, replevin and reclamation.

"Agreement" — means this Agreement.

"Anniversary Date" — twelve months after the Effective Date and each anniversary thereof.

"Approved Account" — An Account representing a sale to a customer within the credit line established for such customer on Client's normal selling terms or within the single order credit approval given by Hana for orders from such customer provided that Delivery is completed while the credit line or single order credit approval remains in effect and which has not been charged back to Client.

"Approved Payment Date" — The date which is one hundred twenty (120) days after the due date for payment of an Approved Account.

"Base Rate" — The highest prime rate publicly announced from time to time by Wall Street Journal as its prime or base rate or equivalent rate.

"Business Day" — Any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of California or is a day on

which banking institutions located in such State are closed.

"Client Percentage" — means Eighty Percent (80%).

"Client" — means the seller of goods or provider of services to the Customer and the undersigned.

"Collected Amount" — The amount received by Hana from a Customer in payment of an Account up to the Net Amount of such Account.

"Collection Date" — The date on which Hana receives payment of an Account.

"Contract Currency" — means the currency in which the Customer is obligated to pay and to deliver to the Client under the terms of the contract of sale.

"Contract Year" — The twelve-month period immediately following the Effective Date and each anniversary thereof.

"Costs" — All costs, fees and expenses (including audit fees, attorney's fees and the allocated costs of internal counsel) incurred by Hana in connection with (i) the creation, negotiation or administration of this Agreement, any related instrument, document or agreement, or any waiver, forbearance, amendment or modification thereof (ii) the perfection, protection, preservation or enforcement of Hana's rights in any collateral in which Hana has been granted a security interest and (iii) all filing fees, filing taxes or search reports.

"Credit Balance" — The amount determined by subtracting the Daily Balance from the amount of all Accounts.

"Credit Risk" — The risk that a Customer will be financially unable to pay an Account at maturity, provided that the merchandise has been received or services rendered and accepted by the Customer without Dispute.

"Customer" — means i) a duly organized and legally existing corporation, proprietorship, partnership or government entity in the <u>Customer's</u> country, except for subsidiary or associated companies of the <u>Client</u>, which shall be excluded from coverage, or ii) the receiver, trustee, liquidator, custodian or similar representative of any <u>Customer</u> or its creditors, or the <u>Customer</u> as debtor in possession under Chapter 11 of Title 11 of the United States Code or any similar statute in another country (hereinafter "debtor in possession"). Any <u>Customer</u> referred to in clause (i) and any successor to such <u>Customer</u> referred to in clause (ii) shall be considered the same entity. For the purposes of applying the <u>Customer Limit</u>, the term <u>Customer</u> shall include the <u>Customer</u> and all corporations and other entities controlling, controlled by, or under common control with the <u>Customer</u>.

"Customer Limit" — means (a) the limit specified in writing by Hana for that Customer or (b) where no such limit has been specified by Hana, then an amount not exceeding the Discretionary Credit Limit, provided such amount has been approved in writing by Hana for that Customer.

"Daily Balance" — The outstanding balance of all advances made by Hana to Client or for Client's account in accordance with Section 2 and 3 hereof less all amounts credited to Client's account in accordance with subsection 2.2 hereof.

"Deductible" — means the sum of thirty thousand dollars ($30,000.00).

"Default" — A condition or event that, after notice or lapse of time or both, would constitute an Event of Default if that condition or event were not cured or removed within any applicable grace or cure period.

"Delivery" — The delivery of goods or performance of services in accordance with the terms agreed to in writing between Client and a customer, provided that if no such terms are specified in writing, delivery shall mean delivery of goods or performance of services at the customer's place of business.

"Dilution" — The amount determined by the following formula: (i) the total amount of all non-cash reductions to Accounts, including but not limited to chargebacks, discounts and returns, during the calendar month then ending; divided by (ii) the total amount of (a) all Accounts which have their Payment Date during such calendar month, plus, (b) the total amount of all chargebacks and returns during such calendar month.

"Dilution Percentage" — The amount determined by multiplying the historical Dilution, expressed as a percentage of all Accounts, by the current outstanding Accounts.

"Discretionary Credit Limit" — means Five Thousand Dollars ($5,000.00)

"Dispute" — A dispute or claim, bona fide or otherwise, as to price, terms, quantity, quality, delivery, or any cause or defense to payment of an Account whatsoever other than financial inability of a customer to pay the Account.

"Effective Date" — The date set forth below Hana's signature hereto.

"Eligible Credit Balance" — The Credit Balance <u>less</u> the Dilution Percentage of all outstanding Accounts.

"Eligible Receivables" — means all accounts receivables evidenced by an invoice or other accounting entry arising from the shipment of goods or the provision of services by the <u>Client</u> to a <u>Customer</u> provided that:

a) Hana has approved and accepted the credit risk on the accounts receivables; and

b) the terms of payment provided to the <u>Customer</u> are no longer than the <u>Maximum Terms of Payment</u>; and

c) the accounts receivable are factored, owned or purchased by Hana during the <u>Agreement</u>.

"Factor/Supplier Availability" — The sum of Eligible Credit Balance <u>less</u> the sum of all Factor/Supplier Guaranties outstanding, approved Ledger Debt outstanding and approved backorder, but in no event in excess of the Credit Limit.

"Factor/Supplier Guaranty Fee" — the greater of: (i) one hundred dollars ($100.00) or, (ii) one whole percent (1.00%) of the original face amount of a Factor/Supplier Guaranty. On Factor/Supplier Guaranties bearing payment terms in excess of thirty (30) days, the Factor/Supplier Guaranty Fee will be increased by one whole percent (1.00%) for each thirty (30) days or part thereof that the stated terms exceed thirty (30) days.

"Foreign Sales" — Sales to customers located outside of the United States and its Territories. U.S. Territories include Puerto Rico, Bahamas, Guam and U.S. Virgin Islands.

"GAAP" — Generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Boards of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Goods Insured" — are limited to the Accounts Receivables.

"Hana Clients" — Any persons, corporations, partnerships, companies, associations or entitles (other than Client) which have entered into factoring, inter-credit or financing agreements with any of Hana's offices.

"Insolvent/Insolvency" — means that:

i) a voluntary or involuntary petition for relief under the applicable chapter of Title 11 of the United States Code, or any similar statute in another country, has been filed by or against the Customer, or a receiver, trustee, liquidator, custodian or similar representative has been appointed for the Customer, or a court having jurisdiction has taken an equivalent action against the Customer; or

ii) the Customer has made a valid assignment, composition or similar arrangement for the benefit of creditors generally; or

iii) a judicial order has been made against the Customer for the winding-up or dissolution of the Customer; or

iv) the Board of Directors (or comparable body) of the Customer has passed a resolution authorizing the voluntary winding-up or dissolution of the Customer; or

v) a compromise or arrangement of the Customer's debts has been made binding on all, or substantially all, of the Customer's trade creditors.

The date that such offer of compromise is accepted by the trade creditors shall be the date of Insolvency.

The date of Insolvency will be the date on which the first of the above events occurs.

"Ledger Debt" — Indebtedness owing by Client to Hana as a result of Hana's purchases of invoices evidencing sales to Client by Hana Clients.

"Ledger Debt Availability" — The sum of Eligible Credit Balance less the sum of all Factor/Supplier Guaranties outstanding, approved Ledger Debt outstanding and approved backlog, but in no event in excess of the Credit Limit.

"Loan Documents" — Collectively, means this Agreement, the Note, the Guaranties, {the Subordination Agreement, the Assignment of Monies Due Under the Factoring Agreement}, and all other instruments, documents and agreements executed by or on behalf of Client and/or Guarantors(s) and delivered concurrently herewith or at any time hereafter to Hana in connection with the Advances, Ledger Debt, Factor/Supplier Guaranties, and other transactions contemplated by this Agreement, all as amended, restated, supplemented, or modified from time to time.

"Maximum Terms of Payment — means the longest initial period of credit the Client may extend to the Customer, except as may be otherwise specified.

"Misdirected Payment Fee" — Fifteen percent (15.00%) of the face amount of a purchased Account on which payment has been received by Client and not delivered in kind to Hana within two (2) business days following the date of receipt by Client.

"Net Amount" — The gross amount of an Account less the discount offered by Client and taken by Hana at the time Hana purchases such Account.

"Net Invoice Value" — means the gross invoice amount of the Goods Insured in the Contract Currency, less:

(i) any credits or similar allowances excluding trade discounts,

(ii) all expenses saved by non-payment of the invoice,

(iii) before the Insolvency, any amount received from any source as or towards payment to the Client, including from the resale of the Goods Insured, and

(iv) any interest charges, including post-maturity interest charges.

"Non-Approved Account" — (a) An Account with respect to which Hana has not issued a credit approval or has subsequently withdrawn a credit approval or (b) an Approved Account that has been charged back to Client.

"Non-Qualifying Amount" — means Five Thousand Dollars ($5,000.00) per Customer.

"Obligations" — All loans, advances, debts, liabilities, obligations, covenants and duties owing by Client to Hana, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitations, Ledger Debt and indebtedness arising under any guaranty made by Client for Hana's benefit or issued by Hana on Client's behalf.

"Overadvance Fee" — An amount, as determined by Hana from time to time, on Advances made in excess of amounts available as set forth in Section 2.1 and evidenced by the accepted Notice of Overadvance Fee letter agreement.

"Purchase Price" — An amount equal to the Net Amount of an Account, less factoring commissions, credits (including, without limitation, merchandise returns and credit memos), charge backs, allowances, and all other charges provided thereunder.

"Qualifying Loss" — means the total amount of the Net Invoice Values unpaid by the Customer due to its Insolvency and established as a valid and legally sustainable obligation of the Customer to the Client, provided such amount is in excess of the Non Qualifying Loss Amount. If such amount does not exceed the Non Qualifying Loss Amount, then such amount shall be borne by the Client for its own account, and shall not be applied to the Deductible and shall otherwise be excluded for purposes of this Agreement.

"Remittance Date" — That date which is the Wednesday immediately following the previous week's Collection Dates; provided, however, that if any such Wednesday is not a Business Day, such Collected Amount of the Purchase Price shall be remitted to Client on the next Business Day thereafter.

"Surcharge Amount" — An amount, as determined by Hana from time to time, on Approved Accounts arising from Foreign Sales or high risk customers and evidenced by the accepted Notice of the Surcharge Amount agreement.

"Takeover Account" — An Account created or existing prior to the Effective Date.

"Transmission" — Transmission through Hana's proprietary system or through Electronic Data Exchange ("EDI")

"UCC" — The Uniform Commercial Code as in effect on the date hereof in the States of California, as amended from time to time, and any successor statute.

"Written Notice" — Notice given in writing in accordance with Section 9 of this Agreement.

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In Witness Whereof, the undersigned have caused this agreement to be executed and delivered by their thereunto duly authorized officers as of the Effective Date.

HANA FINANCIAL, INC.,	**LIQUIDMETAL TECHNOLOGIES, INC.,**
a California corporation	**a Delaware corporation**
/s/ Ken Lee	/s/ John Kang
Ken Lee	John Kang
Assistant Vice President	President

Effective Date: April 21, 2005

STATE OF California)
COUNTY OF Los Angeles) ss.

On April 25, 2005 before me, Kyeong H. Cho, a Notary Public in and for said State, personally appeared John Kang, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature /s/ Kyeong H. Cho
Notary Public in and for said County and State

Consent of Registered Independent Public Accounting Firm

Board of Directors
Liquidmetal Technologies, Inc.

We consent to the incorporation by reference of our report of Independent Registered Public Accounting Firm dated February 23, 2006 on the consolidated balance sheet as of December 31, 2005, and the related consolidated statements of operations and comprehensive loss, shareholders' equity (deficiency), and cash flows for the year ended December 31, 2005 included in this Form 10-K, into the Company's previously filed Registration Statement (File No. 333-101447).

/s/ Choi, Kim & Park, LLP.

CERTIFIED PUBLIC ACCOUNTANTS

Los Angeles, California
March 15, 2006

Exhibit 23.2

Consent of Registered Independent Public Accounting Firm

Board of Directors
Liquidmetal Technologies, Inc.

We consent to the incorporation by reference of our report of Independent Registered Public Accounting Firm dated March 3, 2005 on the consolidated balance sheet as of December 31, 2004, and the related consolidated statements of operations and comprehensive loss, shareholders’ equity (deficiency), and cash flows for each of the two years in the period ended December 31, 2004 included in this Form 10-K, into the Company’s previously filed Registration Statement (File No. 333-101447).

/s/ Stonefield Josephson, Inc.

CERTIFIED PUBLIC ACCOUNTANTS

Irvine, California
March 15, 2006

Exhibit 31.1

CERTIFICATION

I, Ricardo Salas, certify that:

1. I have reviewed this annual report on Form 10-K of Liquidmetal Technologies, Inc. for the year ended December 31, 2005;

2. Based on my knowledge, this annual 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 annual 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 officers 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-1f(f) and 15d-1f(f)) for the registrant and we 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 annual 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 reasonable likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) 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 registrant's board of directors (or persons performing the equivalent function):

a) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonable 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 controls over financial reporting.

Date: March 16, 2006

/s/ Ricardo Salas
Ricardo Salas
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Young Ham, certify that:

1. I have reviewed this annual report on Form 10-K of Liquidmetal Technologies, Inc. for the year ended December 31, 2005;

2. Based on my knowledge, this annual 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 annual 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 officers 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-1f(f) and 15d-1f(f)) for the registrant and we have:

e) 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 annual report is being prepared;

f) 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;

g) 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

h) 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 reasonable likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) 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 registrant's board of directors (or persons performing the equivalent function):

c) All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonable likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

d) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: March 16, 2006

/s/ Young Ham
Young Ham
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATIONS

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 Liquidmetal Technologies, Inc. (the “Company”) on Form 10-K for the year ended December 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Ricardo Salas, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350 as adopted pursuant to § 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.

/s/ Ricardo Salas
Ricardo Salas
President and Chief Executive Officer

March 16, 2006

Exhibit 32.2

CERTIFICATIONS

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 Liquidmetal Technologies, Inc. (the "Company") on Form 10-K for the year ended December 31, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Young Ham, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350 as adopted pursuant to § 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.

/s/ Young Ham

Young Ham
Chief Financial Officer

March 16, 2006