

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) of the  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): April 17, 2007

**AtriCure, Inc.**

(Exact name of registrant as specified in charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**000-51470**  
(Commission File Number)

**34-1940305**  
(IRS Employer  
Identification No.)

**6033 Schumacher Park Drive**  
**West Chester, OH**  
(Address of principal executive offices)

**45069**  
(Zip Code)

Registrant's telephone number, including area code: (513) 755-4100

**Not Applicable**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On April 17, 2007, we entered into an Amendment of our Employment Agreement, dated as of January 5, 2007, with Julie A. Piton. Under the terms of the Amendment, Section 7(b) of the Employment Agreement, Reimbursement of Expenses, is amended to reduce from \$100,000 to \$75,000 the maximum amount up to which we will reimburse Ms. Piton for out-of-pocket expenses incurred in connection with her relocation. Additionally, we will no longer reimburse Ms. Piton for real estate broker's commissions. Lastly, the Amendment extends from two years to three years the period during which Ms. Piton will be obligated to repay us a portion of the total sum previously reimbursed if she voluntarily terminates her employment during the three-year period.

In connection with this Amendment, we are entering into a third-party agreement with a relocation company for general relocation services, as we initiate a relocation program. Under this program, we anticipate the relocation company will purchase Ms. Piton's existing house at the price for which she has already received an offer from a third party. Under the agreement with the third-party relocation company, we anticipate that we will reimburse the third-party relocation company for any loss on the eventual sale of the house and the third-party relocation company will credit us with any gain on the eventual sale of the house. Additionally, we anticipate that we will pay the relocation company certain expenses in connection with holding and selling the house.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 10.1 to this Form 8-K and incorporated into this Item 1.01 by reference. Please see the Amendment, attached as an exhibit to this Form 8-K, for further information.

**Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers.**

See Item 1.01 for a description of the Amendment to our Employment Agreement with Ms. Piton.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>No.</u>	<u>Description</u>
10.1	Amendment of Employment Agreement, dated as of April 17, 2007, between AtriCure, Inc. and Julie A. Piton.

**SIGNATURES**

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

ATRICURE, INC.

By: /s/ David J. Drachman  
David J. Drachman  
President and Chief Executive Officer

Dated: April 20, 2007

**EXHIBIT LIST**

<u>No.</u>	<u>Description</u>
10.1	Amendment of Employment Agreement, dated as of April 17, 2007, between AtriCure, Inc. and Julie A. Piton.

**ATRICURE, INC.**  
**6033 Schumacher Park Drive**  
**West Chester, Ohio 45609**

April 17, 2007

Julie A. Piton  
3058 Harbor Winds Drive  
Suamico, Wisconsin 54173

Re: Amendment of Employment Agreement

Dear Julie:

This letter is to memorialize the agreement between Atricare and you regarding the amendment of your Employment Agreement, dated as of January 5, 2007, with Atricare (the "Employment Agreement").

As we discussed, in connection with the proposed purchase of your current home, Atricare anticipates entering into a Relocation Services Agreement with HomeServices Relocation, LLC and Jim Huff Realty substantially in the form previously provided to you by Atricare (the "HomeServices Agreement").

In consideration for Atricare's willingness to enter into the HomeServices Agreement, and in recognition of the financial benefit that will accrue to you as a result thereof, Atricare and you agree that, subject to, and immediately effective upon, the execution and delivery of the HomeServices Agreement, the Employment Agreement will be deemed amended as follows:

(a) In Section 7(b)(i) (relating to reimbursement of relocation expenses), the phrase "one-hundred thousand dollars (\$100,000)" shall be replaced with the phrase "seventy-five thousand dollars (\$75,000)";

(b) In Section 7(b)(i), subsection "(D)" (relating to real estate broker's commissions) shall be deleted therefrom, and accordingly current subsection "(E)" shall be re-designated as new subsection "(D)" and current subsection "(F)" shall be re-designated as new subsection "(E)";

(c) In Section 7(b)(ii) (relating to Executive's potential repayment of relocation expenses), the table therein shall be amended and restated as follows:

<b>If the Termination Date occurs any time during the:</b>	<b>Percentage to be repaid to Company</b>
First Contract Year	100%
Second Contract Year	75%
Third Contract Year	50%

You and we agree that this letter agreement shall not be construed to *obligate* Atricure to enter into the HomeServices Agreement, and Atricure reserves the right hereafter to decline to enter into such agreement. Each of us acknowledges that the purpose of this letter is to reflect the agreed-upon modifications that would become effective only in the event of, and subject to, the execution and delivery of the HomeServices Agreement.

Other than as set forth above, the Employment Agreement would remain unchanged and in full force and effect.

If the above is satisfactory, kindly sign this letter in the space provided-below and return it to me.

Sincerely,

ARTICURE, INC.

By: /s/ David Drachman  
David Drachman  
President and CEO

Accepted and Agreed:

/s/ Julie A. Piton  
Julie A. Piton