

SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

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FILER

ADEPT TECHNOLOGY INC

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ADEPT TECHNOLOGY, INC.
(Exact name of Registrant as specified in its charter)

California 94-2900635
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification Number)

150 Rose Orchard Way, San Jose, California 95134, (408) 432-0888
(Address, including zip code, and telephone number, including area code,
of Company's principal executive offices)

BRIAN R. CARLISLE
Chairman of the Board and Chief Executive Officer
Adept Technology, Inc.
150 Rose Orchard Way
San Jose, California 95134
(408) 432-0888
(Name, address, including zip code, and telephone number, including area code,
of agent for service)

Copies to:

ROBERT LATTA, ESQ.
Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, California 94304
(650) 493-9300

Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. []

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. []

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

<TABLE>

CALCULATION OF REGISTRATION FEE

<CAPTION>

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price	Amount of registration fee
<S> Common Stock \$0.01 par value.....	<C> 350,000 shares	<C> \$8.87	<C> \$3,104,500	<C> \$863.05

<FN>
(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(c) under the Securities Act of 1933, as amended, based on the average of the high and low sales prices as reported on the Nasdaq National Market on September 7, 1999.

</FN>
</TABLE>

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SEC, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

We will amend and complete the information in this prospectus. Although we are permitted by U.S. federal securities laws to offer these securities under this prospectus, they may not be sold, and you may not accept an offer to buy them, until the documentation filed with the SEC relating to these securities has been declared effective by the SEC. This prospectus is not an offer to sell these securities, or a solicitation of your offer to buy these securities, in any jurisdiction where that would not be permitted or legal.

SUBJECT TO COMPLETION, DATED SEPTEMBER 10, 1999

PROSPECTUS

350,000 SHARES

[ADEPT LOGO]

COMMON STOCK

These shares may be offered and sold from time to time by the shareholders of Adept Technology, Inc. ("Adept," "we," "us," or "our") identified in this prospectus. See "Selling Shareholders." The Selling Shareholders acquired the shares on July 14, 1999 in connection with our acquisition of BYE/OASIS Engineering, Inc. ("BYE/OASIS") under the Agreement of Merger and Plan of Reorganization between Adept and BYE/OASIS, dated as of June 28, 1999 (the "Merger Agreement").

The Selling Shareholders will receive all of the net proceeds from the sale of the shares. The shareholders will pay all underwriting discounts and selling commissions, if any, applicable to the sale of the shares. Adept will not receive any proceeds from the sale of the shares.

YOU SHOULD CONSIDER CAREFULLY THE RISK FACTORS BEGINNING ON PAGE 3 OF THIS PROSPECTUS BEFORE PURCHASING ANY OF OUR COMMON STOCK.

Our common stock is quoted on the Nasdaq National Market under the symbol "ADTK." On September 7, 1999, the last reported sale price of our common stock was \$9.13 per share.

The Securities and Exchange Commission and state securities regulators have not approved or disapproved these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

September __, 1999

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You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. The Selling Shareholders are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the shares.

In this prospectus, unless indicated otherwise, "Adept," "we," "us," and "our" refer to Adept Technology, Inc. and its subsidiaries.

FORWARD-LOOKING INFORMATION

This prospectus, including the information incorporated by reference herein, contains "forward-looking statements" within the meaning of the federal securities laws. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this prospectus. Our actual results could differ materially from those projected in the forward-looking statements as a result of the risk factors identified in this prospectus. In particular, please review the sections captioned "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our annual report on Form 10-K for the fiscal year ended June 30, 1998, and our quarterly reports on Form 10-Q for the quarters ended September 26, 1998, December 26, 1998 and March 27, 1999. These reports are incorporated by reference in this prospectus along with reports we may subsequently file. In connection with forward-looking statements which appear in these disclosures, prospective purchasers of the shares offered hereby should carefully consider the factors set forth in this prospectus under "Risk Factors."

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RISK FACTORS

You should carefully consider the risks described below before making an investment decision. The risks and uncertainties described below are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations.

If any of the following risks actually occur, our business, financial condition, or results of operations could be materially adversely affected. In such case, the trading price of our common stock could decline and you may lose all or part of your investment.

This prospectus contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in such forward-looking statements as a result of a variety of factors, including those set forth in the following risk factors and elsewhere in, or incorporated by reference into, this prospectus. In evaluating an investment in the shares you should consider carefully the following risk factors in addition to the other information presented in this prospectus or incorporated by reference into this prospectus.

You should not rely on our past results to predict our future performance because our operating results may fluctuate.

Our past revenue growth and other operating results may not be accurate indicators of our future performance. Our operating results have been subject to significant quarterly and annual fluctuations in the past, and we expect this to continue in the future. The factors that may contribute to these quarterly and fluctuations in the future include:

- * fluctuations in capital spending domestically and internationally in one or more industries in which we sell our products;
- * new product introductions by us or by our competitors;
- * changes in product mix and pricing by us, our suppliers or our competitors;
- * availability of components and raw materials for our products;
- * our failure to manufacture a sufficient volume of products in a timely and cost-effective manner;
- * our failure to anticipate the changing product requirements of our customers;
- * a lack of market acceptance of our products or a shift in demand for our products;
- * changes in the mix of sales by distribution channels;
- * changes in the spending patterns of our customers; and
- * extraordinary events such as litigation or acquisitions.

Our gross margins may vary greatly depending on the mix of sales of lower margin hardware products, particularly mechanical subsystems purchased from third party vendors, and higher margin software products.

Our operating results may also be affected by general economic and other conditions affecting the timing of customer orders and capital spending. For example, our operations during the third and fourth quarters of fiscal 1998 and the first three quarters of fiscal 1999 were adversely affected by a continuing downturn in hardware purchases by customers in the electronics industry, particularly disk-drive and telecommunication manufacturers. Although we experienced some improvements in the markets in the third and fourth quarter of fiscal 1999, we cannot estimate when or if a sustained revival in these key hardware markets will occur.

We generally recognize product revenue upon shipment or, for certain international sales, upon receipt by the customers. As a result, our net revenues and results of operations for a fiscal period will be affected by the timing of orders received and orders shipped during the period. A delay in shipments near the end of a fiscal period, for example due to product development delays or delays in obtaining materials, could materially adversely affect our business, financial condition and operating results for the period.

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In addition, our continued investments in research and development, capital equipment and ongoing customer service and support capabilities result in significant fixed costs that we cannot reduce rapidly. As a result, if our sales for a particular fiscal period are below expected levels, our operating results for the period could be materially adversely affected.

In the event that in some future fiscal quarter our net revenues or operating results fall below the expectations of public market analysts and investors, the price of our common stock may fall. We cannot assure you that we will be able to increase or sustain our profitability on a quarterly or annual basis in the future.

Because our product sales are seasonal, we may not be able to maintain a steady revenue stream.

Our product sales are seasonal. We have historically had higher bookings for our products during the June quarter of each fiscal year and lower bookings during the September quarter of each fiscal year, due primarily to the slowdown in sales to European markets and summer vacations. In the past, we have generally been able to maintain revenue levels during the September fiscal quarter by filling backlog from the June fiscal quarter. In the event bookings for our products in the June fiscal quarter are lower than anticipated and our backlog at the end of the June fiscal quarter is insufficient to compensate for lower bookings in the September fiscal quarter, our results of operations for the September fiscal quarter and future quarters could be materially adversely affected. For example, as a result of reduced product bookings in each of the three fiscal quarters prior to the quarter ending March 27, 1999, net revenues

fell in the quarters ended September 26, 1998 and December 26, 1998. In addition, during fiscal 1998 as a whole, our revenues were adversely affected by a decline in orders from customers in the disk-drive and telecommunications markets.

We believe that backlog is not a useful measure of anticipated activity or future revenues, because the orders constituting our backlog are subject to changes in delivery schedules and in certain instances are subject to cancellation without significant penalty to the customer.

A significant percentage of our product shipments occur in the last month of each fiscal quarter. Historically, this has been due in part, at times, to our inability to forecast the level of demand for our products or of the product mix for a particular fiscal quarter. To address this problem we periodically stock inventory levels of completed robots, machine controllers and certain strategic components. If shipments of our products fail to meet forecasted levels, the increased inventory levels could have a material adverse effect on our and results of operations.

Sales on our products depend on the capital spending habits of our customers, which tend to be cyclical.

Intelligent automation systems using our products can range in price from \$75,000 to several million dollars. Accordingly, our success is directly dependent upon the capital expenditure budgets of our customers. Our future operations may be subject to substantial fluctuations as a consequence of domestic and foreign economic conditions, industry patterns and other factors affecting capital spending. Although the majority of our international customers are not in the Asian-Pacific region, we believe that any instability in the Asian-Pacific economies could also have a material adverse effect on the results of our operations as a result of a reduction in sales by our customers to those markets. Domestic or international recessions or a downturn in one or more of our major markets, such as the electronics, telecommunications, semiconductor, appliances, pharmaceutical, food processing or automotive components industries, and resulting cutbacks in capital spending would have a direct, material adverse impact on our business.

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Many of the key components and materials of our products come from single source suppliers and their procurement requires lengthy lead times.

We obtain many key components and materials and some significant mechanical subsystems from sole or single source suppliers with whom we have no guaranteed supply arrangements. In addition, some of our sole or single sourced components and mechanical subsystems incorporated into our products have long procurement lead times. Our reliance on sole or single source suppliers involves several significant risks, including the following:

- * loss of control over the manufacturing process;
- * potential absence of adequate supplier capacity;
- * potential inability to obtain an adequate supply of required components, materials or mechanical subsystems; and
- * reduced control over manufacturing yields, costs, timely delivery, reliability and quality of components, materials and mechanical subsystems.

If any significant sole or single source supplier were unable or unwilling to manufacture the components, materials or mechanical subsystems we need in the volumes we require, we would have to identify and qualify acceptable replacements. The process of qualifying suppliers may be lengthy, and additional sources may not be available to us on a timely basis, on acceptable terms or at all. If supplies of these items were not available from our existing suppliers and a relationship with an alternative vendor could not be developed in a timely manner, shipments of our products could be interrupted and reengineering of such products could be required. In the past, we have experienced quality control or specification problems with certain key components provided by sole source suppliers, and have had to design around the particular flawed item. We have also experienced delays in filling customer orders due to the failure of certain suppliers to meet our volume and schedule requirements. Some of our suppliers in the past have also ceased manufacturing components that we require for our products, and we have been required to purchase sufficient supplies for the estimated life of its product line. Problems of this type with our supplies may occur in the future.

Disruption or termination of our supply sources could require us to seek alternative sources of supply, and could delay our product shipments and damage relationships with current and prospective customers, any of which could have a material adverse effect on our business, financial condition and results

of operations. If we incorrectly forecast product mix for a particular period and we are unable to obtain sufficient supplies of any components or mechanical subsystems on a timely basis due to long procurement lead times, our business, financial condition and results of operations could be materially adversely affected. Moreover, if demand for a product for which we have purchased a substantial amount of components fails to meet our expectations, we would be required to write off the excess inventory, thereby materially adversely affecting our results of operations. A prolonged inability to obtain adequate timely deliveries of key components would have a material adverse effect on our business, financial condition and results of operations.

We face intense competition in the market for intelligent automation products.

The market for intelligent automation products is highly competitive. We believe that the principal competitive factors affecting the market for our products are:

- * product functionality and reliability;
- * customer service;
- * price; and
- * product features such as flexibility, programmability and ease of use.

We compete with a number of robot companies, motion control companies, machine vision companies and simulation software companies. Many of our competitors have substantially greater financial, technical, marketing and other resources than we. In addition, we may in the future face competition from new entrants in one or more of our markets.

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Many of our competitors in the robot market are integrated manufacturers of products that produce robotics equipment internally for their own use and may also compete with our products for sales to other customers. Some of these large manufacturing companies have greater flexibility in pricing than we have because they generate substantial unit volumes of robots for internal demand and may have access through their parent companies to large sources of capital. Any of our competitors may seek to expand their presence in other markets in which we compete.

Our current or potential competitors may develop products comparable or superior in terms of price and performance features to those developed by us or adapt more quickly than we can to new or emerging technologies and changes in customer requirements. We may be required to make substantial additional investments in connection with our research, development, engineering, marketing and customer service efforts in order to meet any competitive threat, so that we will be able to compete successfully in the future. We expect that in the event the intelligent automation market expands, competition in the industry will intensify, as additional competitors enter our markets and current competitors expand their product lines. Increased competitive pressure could result in a loss of sales or market share, or cause us to lower prices for our products, any of which could materially adversely harm our business.

Our principal competitors in the U.S. robot market include U.S. subsidiaries of Japan-based Fanuc Ltd., Seiko Instruments, Yamaha Corporation, Sony Corporation, Sankyo Company Limited, and other Japanese robot companies. In the European robot market, we principally compete with Robert Bosch GmbH, which to date has sold most of its products in Germany, and with Fanuc, Seiko, Yamaha, Sony, Sankyo, and other Japanese companies. In the Japanese robot market, over a dozen robot companies compete with us, including Fanuc, Nippon Denso, Panasonic Company, Sankyo, Seiko, Sony and Yamaha. Some of these large manufacturing companies have greater flexibility in pricing than we have because they generate substantial unit volumes of robots for internal demand and may have access through their parent companies to large sources of capital. In addressing the Japanese market, we are at a competitive disadvantage as compared to Japanese suppliers, many of who have long-standing collaborative relationships with Japanese manufacturers. Although we expect to continue to invest significant resources in the Japanese market in the future, we may not be able to achieve significant sales growth in the Japanese intelligent automation market.

Our principal competition in the semiconductor atmospheric wafer handling market comes from Asyst Technologies, Inc. The majority of Asyst's revenue comes from adaptive Standard Mechanical Interface, or SMIF, devices sold to end users. They have been the leader in SMIF and isolation technology in the semiconductor industry. Additional competitors in the semiconductor robot market are Brooks Automation, Inc. and Equipe, a division of PRI Automation, Inc.

Our principal competitors in the market for motion control systems include Allen-Bradley Co., a subsidiary of Rockwell International Corporation,

in the United States, and Siemens AG in Europe. In addition, we face motion control competition from two major suppliers of motion control boards, Galil Motion Control, Inc. and Delta Tau Data Systems, Inc. These motion control boards are purchased by end users which engineer their own custom motion control systems. In the simulation software market our competitors include Tecnomatix Technologies, Inc., an Israel-based company which sells mostly to major automotive manufacturers, and Deneb Robotics Inc., a subsidiary of Dassault Systmes. In the machine vision market, we face competition from Cognex Corporation, and Robotic Vision Systems Inc.

We may not be able to keep up with the rapid pace of technological change and new product development that characterize the intelligent automation industry.

The intelligent automation industry is characterized by rapid technological change and new product introductions and enhancements. Our ability to remain competitive and its future success depends greatly upon the technological quality of our products and processes relative to those of our competitors and our ability both to continue to develop new and enhanced products and to introduce such products at competitive prices and on a timely and cost-effective basis. We may not be successful in selecting, developing and manufacturing new products or in enhancing our existing products on a timely basis or at all, or that our new or enhanced products will achieve market acceptance. Our failure to successfully

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select, develop and manufacture new products, or to timely enhance its existing technologies and meet customers' technical specifications for any new products or enhancements, or to successfully market new products, could harm our business. New technology or product introductions by our competitors could also cause a decline in sales or loss of market acceptance for our existing products or force us to significantly reduce the prices of its existing products.

We have from time to time experienced delays in the introduction of, and certain technical and manufacturing difficulties with, certain of our products and we may experience technical and manufacturing difficulties and delays in future introductions of new products and enhancements. In the future, our failure of us to develop, manufacture and sell new products in quantities sufficient to offset a decline in revenues from existing products or to manage product and related inventory transitions successfully could harm our business. Our success in developing, introducing, selling and supporting new and enhanced products depends upon a variety of factors, including timely and efficient completion of hardware and software design and development, timely and efficient implementation of manufacturing processes and effective sales, marketing and customer service. Because of the complexity of our products, significant delays may occur between a product's initial introduction and commencement of our volume production.

The development and commercialization of new products involve many difficulties, including the following:

- * the identification of new product opportunities;
- * the retention and hiring of appropriate research and development personnel;
- * the definition of the product's technical specifications;
- * the successful completion of the development process;
- * the successful marketing of the product, the risk of having customers embrace new technological advances;
- * additional customer service costs associated with supporting new product introductions; and
- * additional customer service costs required for field upgrades.

For example, we are currently in the process of releasing our new Digital Workcell, semiconductor robots and Production PILOT. These products include significant new networking, communications, and hardware and software technology. The development of these products may not be completed in a timely manner and these products may not achieve acceptance in the market. The development of these products has required, and will require, that we expend significant financial and management resources. If we are unable to continue to successfully develop these or other new products that respond to customer requirements or technological changes, our business may be harmed.

Our software products may contain defects that could harm our reputation and future business prospects.

New or existing software products or enhancements may contain errors or

performance problems when first introduced, when new versions or enhancements are released or even after such products or enhancements have been used in the marketplace for a period of time. Despite our testing, product defects may be discovered only after a product has been installed and used by customers. Errors and performance problems may be discovered in future shipments of our products. These errors could result in expensive and time consuming design modifications or large warranty charges, damage customer relationships and result in loss of market share, any of which could harm our reputation and future business prospects.

We rely on systems integrators to sell our products.

We believe that our ability to sell products to system integrators will continue to be important to our success. A substantial portion of our sales are to system integrators that specialize in designing and building production lines for manufacturers. Many of these companies are small operations with limited financial resources, and we have from time to time experienced difficulty in collecting payments from certain of these companies. As a result, we perform ongoing credit evaluations of our customers. From

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time to time, because we do not require collateral, we may require customers to make payments in advance of shipment or to provide a letter of credit. We provide reserves for potential credit losses, and to date losses of this type have been within our expectations. To the extent we are unable to mitigate this risk of collections from system integrators, results of operations may be materially adversely affected.

Our relationships with system integrators are generally not exclusive, and some of our system integrators may expend a significant amount of effort or give higher priority to selling products of our competitors. In the future, any of these system integrators may discontinue their relationships with us or form additional competing arrangements with our competitors. Although to date none of our system integrators has accounted for a material percentage of our net revenues, the loss of, or a significant reduction in revenues from, system integrators to which we sell a significant amount of our product could have a material adverse effect on our results of operations.

As we enter new geographic and applications markets, we must locate system integrators to assist us in building sales in those markets. We may not be successful in obtaining effective new system integrators or in maintaining sales relationships with them. In the event a number of our system integrators experience financial problems, terminate their relationships with us or substantially reduce the amount of our products they sell, or in the event we fail to build an effective systems integrator channel in any new markets, our results of operations could be materially adversely affected.

Our presence in international markets exposes us to risk.

We anticipate that international sales will continue to account for a significant portion of its net revenues; however, we cannot assure you that international sales will increase or that the current level of international sales will be sustained. Net revenues from international sales, including sales to Canada, have accounted for a significant portion of net revenues. International sales were \$41.2 million, \$39.8 million and \$29.6 million for the fiscal years ended June 30, 1999, 1998 and 1997. This represented 50.2%, 40.5%, and 35.8% of net revenues for the respective periods. We also purchase some components and mechanical subsystems from foreign suppliers. As a result, our operating results are subject to the risks inherent in international sales and purchases, which include the following:

- * different regulatory requirements;
- * political and economic changes and disruptions;
- * transportation delays;
- * foreign currency fluctuations;
- * export/import controls;
- * tariff regulations;
- * higher freight rates;
- * difficulties in staffing and managing foreign sales operations;
- * greater difficulty in accounts receivable collection; and
- * potentially adverse tax consequences.

In addition, duty, tariff and freight costs can materially increase the cost of crucial components for our products. Foreign exchange fluctuations may render our products less competitive relative to locally manufactured product offerings, or could result in foreign exchange losses. Moreover, because substantially all of our foreign sales are denominated in United States dollars, increases in the value of the dollar relative to the local currency would increase the price of our products in foreign markets and make our products relatively more expensive and less price competitive than competitors' products that are priced in local currencies. Any of these factors may have a material adverse effect on our future international sales and, consequently, on our business, financial condition and results of operations.

We anticipate that past turmoil in Asian financial markets and the deterioration of the underlying economic conditions in certain Asian countries may continue to have an impact on our sales to customers located in or whose projects are based in those countries due to the impact of currency fluctuations on the

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relative price of the our products and restrictions on government spending imposed by the International Monetary Fund on those countries receiving the International Monetary Fund's assistance. In addition, customers in those countries may face reduced access to working capital to fund component purchases, such as our products, due to higher interest rates, reduced bank lending due to contractions in the money supply or the deterioration in the customer's or our bank's financial condition or the inability to access local equity financing. We also make yen-denominated purchases of certain components and mechanical subsystems from Japanese suppliers. Depending on the amount of yen-denominated purchases, we may engage in hedging transactions in the future. However, notwithstanding these precautions, we remain subject to the transaction exposures that arise from foreign exchange movements between the dates foreign currency export sales or purchase transactions are recorded and the dates cash is received or payments are made in foreign currencies. We cannot assure you that our current or any future currency exchange strategy will be successful in avoiding exchange related losses or that any of the factors listed above will not have a material adverse effect on our business, financial condition and results of operations.

If our hardware products do not comply with standards set forth by the European Union, we will not be able to sell them in Europe.

Our hardware products are required to comply with European Union Low Voltage, Electro-Magnetic Compatibility, and Machinery Safety Directives in certain European countries, including the United Kingdom, France, Germany and Italy. The European Union mandates that our products carry the CE mark denoting that these products are manufactured in strict accordance to design guidelines in support of these directives. These guidelines can change and are subject to varying interpretation. New guidelines impacting machinery design go into effect each year. To date, we have retained TUV Rheinland to help certify that our VME controller-based products, including some of our robots, meet applicable European Union directives and guidelines. Although our existing certified products meet the requirements of the applicable European Union directives, we cannot assure you that future products can be designed, within market window constraints, to meet the future requirements. In the event any of our robot products or any other major hardware products do not meet the requirements of the European Union directives, we would be unable to legally sell these products in Europe. Our financial condition and results of operations could be materially adversely affected.

If we do not comply with environmental regulations, our business may be harmed.

We are subject to a variety of environmental regulations relating to the use, storage, handling, and disposal of certain hazardous substances used in the manufacturing and assembly of our products. We believe that we are currently in compliance with all material environmental regulations in connection with our manufacturing operations, and that we have obtained all necessary environmental permits to conduct our business. However, our failure to comply with present or future regulations could subject us to a variety of consequences that could harm our business, including:

- * the imposition of substantial fines;
- * suspension of production; and
- * alteration of manufacturing processes or cessation of operations.

Compliance with environmental regulations could require us to acquire expensive remediation equipment or to incur substantial expenses. Our failure to control the use, disposal, removal, or storage of, or to adequately restrict the discharge of, or assist in the cleanup of, hazardous or toxic substances, could subject us to significant liabilities, including joint and several liability

under certain statutes. The imposition of liabilities of this kind could harm our financial condition.

We could lose revenues and incur significant costs if our systems, the systems of our customers or third-party systems that we use are not Year 2000 compliant.

We may experience material problems and costs associated with Year 2000 compliance that could adversely affect our business, results of operations and financial conditions. Significant uncertainty exists in the software industry concerning the potential effects associated with such compliance.

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In fiscal 1998, we commenced a program, to be substantially completed by the Fall of 1999, to review the Year 2000 compliance status of the software and systems used in its internal business processes, to obtain appropriate assurances of compliance from the manufacturers of these products and agreement to modify or replace all non-compliant products. We have contacted our critical suppliers and major customers to determine whether the products obtained from such vendors or sold by the customer to third parties are Year 2000 compliant. Our suppliers and customers are under no contractual obligation to provide such information to us. In addition, we have implemented at our San Jose headquarters the initial phase of a Year 2000 compliant enterprise resource planning system from a third-party vendor and are also considering converting certain of our other software and systems to commercial products that are known to be Year 2000 compliant. Additionally, in Europe, we are in the process of upgrading our management information systems. We have been advised by the third party suppliers of these systems and upgrades that the upgrades will render our European management information systems Year 2000 compliant. Implementation of software products of third parties, however, will require the dedication of substantial administrative and management information resources, the assistance of consulting personnel from third party software vendors and the training of our personnel using such systems.

Based on the information available to date, we believe we will be able to complete our Year 2000 compliance review and make necessary modifications prior to the end of calendar year 1999. Software or systems, which are deemed critical to our business, are scheduled to be Year 2000 compliant by the end of calendar year 1999. Nevertheless, particularly to the extent we rely on the products of other vendors to resolve Year 2000 issues, there can be no assurances that we will not experience delays in implementing such products. If key systems, or a significant number of systems were to fail as a result of Year 2000 problems, or we were to experience delays implementing Year 2000 compliant software products, we could incur substantial costs and disruption of our business, which would potentially have a material adverse effect on our business and results of operations.

In the ordinary course of our business we test and evaluate our own software products. We believe that our software products are generally Year 2000 compliant, meaning that the use or occurrence of dates on or after January 1, 2000 will not materially affect the performance of our software products with respect to four digit date dependent data or the ability of these products to correctly create, store, process and output information related to such date data. To the extent our software products are not fully Year 2000 compliant, our software products may not contain all necessary software routines and codes necessary for the accurate calculation, display, storage and manipulation of data involving dates. To the extent that our products are sold through system integrators or other third parties, our products may experience Year 2000 problems as a result of the integration of our software with noncompliant Year 2000 products of such third party suppliers. In addition, in certain circumstances, we have warranted that the use or occurrence of dates on or after January 1, 2000 will not adversely affect the performance of our products with respect to four digit date dependent data or the ability to create, store, process and output information related to such data. If any of our licensees experience Year 2000 problems, these licensees could assert claims for damages against us.

To date, we have not identified a complete and separate budget for investigating and remedying issues related to Year 2000 compliance whether involving our own software products or the software of systems used in our internal operations. We have incurred costs of approximately \$3.3 million and expect to incur in total, approximately \$3.5 million in connection with our implementation of a new enterprise resource planning software system and upgrades for other systems at our San Jose headquarters and in our European offices, which is Year 2000 compliant. Additionally, we are currently in the process of developing a contingency plan related to Year 2000. Our resources spent on investigating and remedying Year 2000 compliance issues will not have a material adverse effect on our business, financial condition and results of operations.

We may not be able to handle the introduction of the Single European Currency.

We are in the process of addressing the issues raised by the introduction of the Single European Currency, or the Euro, as of January 1, 1999 and transition to full adoption as of January 1, 2002. Our internal systems that are affected by the initial introduction of the Euro were Euro-capable as of January

1, 1999. We do not presently expect that the introduction and use of the Euro will materially affect our foreign exchange and hedging activities, or our use of derivative instruments, or will result in any material increase in costs to us. While we will continue to evaluate the impact of the Euro introduction over time, based on currently available information, management does not believe that the introduction of the Euro currency will have a material adverse impact on our financial condition or overall trends in results of operations.

The success of our business depends on our key employees.

We are highly dependent upon the continuing contributions of our key management, sales, and product development personnel. In particular, we would be materially adversely affected if it were to lose the services of Brian Carlisle, Chief Executive Officer and Chairman of the Board of Directors, who has provided significant leadership to us since our inception, or Bruce Shimano, Vice President, Research and Development and a Director, who has guided our research and development programs since its inception. In addition, the loss of the services of any of our senior managerial, technical or sales personnel could materially adversely affect our business, financial condition, and results of operations. We do not have employment contracts with any of our executive officers and do not maintain key man life insurance on the lives of any of our key personnel.

Our future success also heavily depends on its continuing ability, to attract, retain, and motivate highly qualified managerial, technical and sales personnel. Competition for qualified technical personnel in the intelligent automation industry is intense. Our inability to recruit and train adequate numbers of qualified personnel on a timely basis would adversely affect our ability to design, manufacture, market and support our products.

We are subject to the risks associated with acquisitions.

From time to time, we may consider the acquisition of companies or technologies that management believes may complement or extend our current products, businesses, or technologies. In the last three years, we have made some acquisitions of various sizes. In the future we may make material acquisitions of, or large investments in, other businesses that offer products, services, and technologies that management believes will further our strategic objectives. Any future acquisitions or investments we might make would present risks commonly associated with these types of transactions, including:

- * difficulty in combining the technology, operations, or work force of the acquired business;
- * disruptions of our on-going businesses;
- * difficulties in realizing our potential financial and strategic position through the successful integration of the acquired business;
- * difficulty in maintaining uniform standards, controls, procedures, and policies;
- * potential negative impact on results of operation due to amortization of goodwill or other intangible assets acquired;
- * the diversion of management attention.

The risks described above, either individually or in the aggregate, could materially adversely affect our business, operating results, and financial condition. We expect that future acquisitions, if any, could provide for consideration to be paid in cash, shares of our common stock, or a combination of cash and common stock.

Our failure to protect our intellectual property and proprietary technology may significantly impair our competitive advantage.

Third parties may infringe or misappropriate our copyrights, trademarks and similar proprietary rights. We cannot be certain that the steps we have taken to prevent the misappropriation of our intellectual property are adequate, particularly in foreign countries where the laws may not protect our proprietary rights as fully as in the United States. We rely on a combination of patent, copyright and trade secret protection and nondisclosure agreements to protect our proprietary rights. However, we cannot be certain that patent and copyright

law and trade secret protection may not be adequate to deter misappropriation of our technology, that any patents issued to Adept will not be challenged, invalidated or

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circumvented, that the rights granted thereunder will provide competitive advantages to us, or that the claims under any patent application will be allowed. We may be subject to or may initiate interference proceedings in the United States Patent and Trademark Office, which can demand significant financial and management resources. The process of seeking patent protection can be time consuming and expensive and there can be no assurance that patents will issue from currently pending or future applications or that our existing patents or any new patents that may be issued will be sufficient in scope or strength to provide meaningful protection or any commercial advantage to us.

We may in the future initiate claims or litigation against third parties for infringement of our proprietary rights in order to determine the scope and validity of our proprietary rights or the proprietary rights of our competitors. These claims could result in costly litigation and the diversion of our technical and management personnel.

We may face costly intellectual property infringement claims.

We have from time to time received communications from third parties asserting that we are infringing certain patents and other intellectual property rights of others or seeking indemnification against such alleged infringement. As claims arise, we evaluate their merits. Any claims of infringement brought of third parties could result in protracted and costly litigation, that damages for infringement, and the necessity of obtaining a license relating to one or more of our products or current or future technologies, which may not be available on commercially reasonable terms or at all. Litigation, which could result in substantial cost to us and diversion of our resources, may be necessary to enforce our patents or other intellectual property rights or to defend us against claimed infringement of the rights of others. Any intellectual property litigation and the failure to obtain necessary licenses or other rights could have a material adverse effect on our business, financial condition and results of operations.

For example, some end users of our products have notified us that they have received a claim of patent infringement from the Jerome H. Lemelson Foundation, alleging that their use of our machine vision products infringes certain patents issued to Mr. Lemelson. In addition, we have been notified that other end users of our AdeptVision VME line and the predecessor line of Multibus machine vision products have received letters from the Lemelson Foundation which refer to Mr. Lemelson's patent portfolio and offer the end user a license to the particular patents. Some of our end users have notified us that they may seek indemnification from us for damages or expenses resulting from this matter. We cannot predict the outcome of this or any similar litigation which may arise in the future. Litigation of this kind may have a material adverse effect on our business, financial condition or results of operations.

WHERE TO FIND MORE INFORMATION ABOUT ADEPT

We file annual, quarterly and special reports, proxy statements, and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms in Washington, D.C., New York, New York and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to the public from our web site at <http://www.adept.com> or at the SEC's web site at <http://www.sec.gov>.

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INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents that we have previously filed with the SEC or documents that we will file with the SEC in the future. The information incorporated by reference is considered to be part of this prospectus, and later information that we file with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below, and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934 (the "Exchange Act"), until the Selling Shareholders sells all of the shares. The documents we incorporate by reference are:

1. Adept's Annual Report on Form 10-K for the fiscal year ended June

30, 1998;

2. Adept's Quarterly Report on Form 10-Q for the quarter ended September 26, 1998;
3. Adept's Quarterly Report on Form 10-Q for the quarter ended December 26, 1998;
4. Adept's Quarterly Report on Form 10-Q for the quarter ended March 27, 1999;
5. Adept's Current Report on Form 8-K filed July 28, 1999 relating to the acquisition of BYE/OASIS;
6. The description of Adept's common stock contained in its Registration Statement on Form 8-A as filed on October 31, 1995.

We also incorporate by reference all documents subsequently filed by us pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered have been sold or which deregisters all securities then remaining unsold.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement or Prospectus shall be deemed to be modified or superseded for purposes of the Registration Statement or this Prospectus to the extent that a statement contained herein, in a Prospectus Supplement or in any other document subsequently filed with the Commission which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement or this Prospectus.

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address: Adept Technology, Inc., 150 Rose Orchard Way, San Jose, CA 95134; telephone number (408) 432-0888.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares by the Selling Shareholders.

SELLING SHAREHOLDERS

<TABLE>

The following table sets forth certain information regarding the beneficial ownership of our common stock by the Selling Shareholders. All information contained in the table below is based on beneficial ownership as of September 7, 1999. Unless otherwise noted, no Selling Shareholder holds any position or office has a material relationship with Adept or any of our affiliates, and no Selling Shareholder has had a relationship of this nature with us within the past three years, other than as a result of the ownership of Adept's common stock. The Selling Shareholders acquired their shares in connection with our acquisition of BYE/OASIS (the "Acquisition"). All of the shares are being offered by the Selling Shareholders. Pursuant to the terms of the Registration Rights Agreement, dated as of July 14, 1999, which was made in connection with the Acquisition (the "Registration Rights Agreement"), we undertook to use our best efforts to effect the registration of the shares issued to the Selling Shareholders. The Registration Rights Agreement also includes certain indemnification arrangements with the Selling Shareholders. The applicable percentage ownership is based on 8,769,565 shares of common stock outstanding as of September 7, 1999. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities, subject to community property laws, where applicable.

The table below reflects the holdings of those shareholders who elected to have shares registered. The number of shares requested to be registered exceeded the 350,000 shares the Company was obligated to register. The number of shares offered have been reduced pursuant to the Registration Rights Agreement.

<CAPTION>

Selling Shareholders -----	Beneficial Ownership Prior to Offering -----		Number of Shares Offered -----	Beneficial Ownership After Offering -----	
	Number -----	Percent -----		Number -----	Percent -----

<S>	<C>	<C>	<C>	<C>	<C>
Donald Allen	30,846	*	27,618	3,228	*
Donald Briner	124,125	1.4	23,545	100,580	1.1
Suzanne Briner	124,125	1.4	111,132	12,993	*
Allen Dellenbaugh	84,210	*	39,607	44,603	*
Douglas Fode	5,264	*	4,713	551	*
Andrew Gause	8,553	*	3,960	4,593	*
Randall Hughes	15,278	*	13,680	1,598	*
Jeffrey Rydman	7,018	*	1,967	5,051	*
Lawrence & Nancy Wiertel	12,501	*	11,193	1,308	*
Julianne M. Yeaman	62,105	*	55,605	6,500	*
Don M. Yeaman	63,641	*	56,980	6,661	*

<FN>

* Less than 1%.

</FN>

</TABLE>

PLAN OF DISTRIBUTION

The shares covered by this prospectus may be offered and sold from time to time by the Selling Shareholders. Such sales may be made on the Nasdaq National Market, in the over-the-counter market or otherwise, at prices and under terms then prevailing or at prices related to the then current market price, or in negotiated transactions. The shares may be sold by means of one or more of the following: (a) a block trade in which the broker-dealer so engaged will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction; (b) purchases by a broker-dealer as principal and resale by such broker-dealer for its account pursuant to this prospectus; (c) an over-the-counter distribution in accordance with the rules of the Nasdaq National Market; (d) ordinary brokerage transactions in which the broker solicits purchasers; and (e) privately negotiated transactions. In effecting sales, broker-dealers engaged by the Selling Shareholders may arrange for other broker-dealers engaged by the Selling Shareholders to participate in resales.

In connection with distributions of the shares or otherwise, the Selling Shareholders may enter into hedging transactions with broker-dealers. In connection with such transactions, broker-dealers may engage in short sales of the shares registered hereunder in the course of hedging the positions they assume

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with the Selling Shareholders. The Selling Shareholders may also sell the shares short and redeliver the shares to close out such short positions. The Selling Shareholders may also enter into option or other transactions with broker-dealers which require the delivery to the broker-dealer of the shares registered hereunder, which the broker-dealer may resell or otherwise transfer pursuant to this prospectus. The Selling Shareholders may also loan or pledge shares registered hereunder to a broker-dealer, and the broker-dealer may sell the shares so loaned or upon a default the broker-dealer may effect sales of the pledged shares pursuant to this prospectus.

Broker-dealers or agents may receive compensation in the form of commissions, discounts or concessions from the Selling Shareholders in amounts to be negotiated in connection with the sale. Such broker-dealers and any other participating broker-dealers may be deemed to be "underwriters" within the meaning of the Securities Act, in connection with such sales and any such commission, discount or concession may be deemed to be an underwriting discount or commission under the Securities Act.

We have advised the Selling Shareholders that the anti-manipulation rules under the Exchange Act may apply to sales of shares in the market and to the activities of the Selling Shareholders and their affiliates. In addition, we will make copies of this prospectus available to the Selling Shareholders and has informed them of the need for delivery of copies of this prospectus to purchasers at or prior to the time of any sale of the shares offered hereby.

All costs, expenses and fees in connection with the registration of the shares will be borne by us. Commissions, discounts and any other fees or expenses, if any, attributable to the sales of the shares will be borne by the Selling Shareholders. The Selling Shareholders may agree to indemnify any broker-dealer or agent that participates in transactions involving sales of the shares against certain liabilities, including liabilities arising under the Securities Act. We will not receive any proceeds from the sale of the shares.

We may suspend the use of this prospectus if, in our reasonable judgment, a development has occurred or condition exists as a result of which the Registration Statement or the prospectus does not contain material

non-public information which in our reasonable judgment is required to be included in the Registration Statement or the Prospectus for sales of the shares to be made hereunder. We are obligated in the event of such suspension to amend the Registration Statement or the prospectus to take all actions necessary to ensure that the use of the prospectus may be resumed as soon as practicable.

We have agreed to keep the registration statement of which this prospectus constitutes a part effective until the sooner of (A) the date on which all of the shares have been sold or (B) thirty days after the effective date of this Registration Statement. Trading of any unsold shares after the cessation of effectiveness of this registration statement will be subject to compliance with all applicable securities laws, including Rule 144.

There can be no assurance that the Selling Shareholders will sell any or all of the shares of common stock offered by them hereunder.

LEGAL MATTERS

The validity of the shares of common stock offered hereby has been passed upon for Adept by Wilson Sonsini Goodrich & Rosati, Professional Corporation, Palo Alto, California.

EXPERTS

Ernst & Young LLP, independent auditors, have audited our consolidated financial statements and schedule at June 30, 1998 and 1997, and for each of the three years in the period ended June 30, 1998, as set forth in their report. We have included our financial statements and schedule in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, payable by us in connection with the sale of common stock being registered. All amounts are estimates except the SEC registration fee and Nasdaq National Market listing fee.

	Amount to be Paid

SEC registration fee	\$ 863.05
Nasdaq National market listing fee	17,500
Printing expenses	10,000
Legal fees and expenses	10,000
Accounting fees and expenses	10,000
Miscellaneous expenses	1,000

Total	\$49,363.05
	=====

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

As permitted by Section 204(a) of the California General Corporation Law, our Articles of Incorporation eliminate a director's personal liability for monetary damages to Adept and its shareholders arising from a breach or alleged breach of the director's fiduciary duty, except for liability arising under Sections 310 and 316 of the California General Corporation Law or liability for (i) acts or omissions that involve intentional misconduct or knowing and culpable violation of law, (ii) acts or omissions that a director believes to be contrary to our best interests of our shareholders or that involve the absence of good faith on the part of the director, (iii) any transaction from which a director derived an improper personal benefit, (iv) acts or omissions that show a reckless disregard for the director's duty to Adept or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to Adept or its shareholders and (v) acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to Adept or its shareholders. This provision does not eliminate the directors' duty of care, and in appropriate circumstances equitable remedies such as an injunction or other forms of nonmonetary relief would remain available under California law.

Sections 204(a) and 317 of the California General Corporation Law authorize a corporation to indemnify its directors, officers, employees and other agents in terms sufficiently broad to permit indemnification (including reimbursement for expenses) under certain circumstances for liabilities arising under the Securities Act. Our Articles of Incorporation and Bylaws contain provisions covering indemnification of corporate directors, officers and other agents against certain liabilities and expenses incurred as a result of proceedings involving such persons in their capacities as directors, officers, employees or agents, including proceedings under the Securities Act or the Securities Exchange Act of 1934, as amended. We have entered into Indemnification Agreements with our directors and executive officers.

At present, there is no pending litigation or proceeding involving a director, officer, employee or other agent of Adept in which indemnification is being sought, nor are we aware of any threatened litigation that may result in a claim for indemnification by any director, officer, employee or other agent of us.

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ITEM 16. EXHIBITS

Exhibit No.	Description
4.1	Registration Rights Agreement dated July 14, 1999, between Adept and the Selling Shareholders.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation
23.1	Consent of Ernst & Young LLP, Independent Auditors
23.2	Consent of Counsel (included in Exhibit 5.1)
24.1	Power of Attorney (See II-4)

ITEM 17. UNDERTAKINGS

We hereby undertake:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(a) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(b) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; provided, however, that paragraphs (a) and (b) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by us pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining any liability under the Securities Act, each filing of our annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

5. To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and

furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Exchange Act; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

6. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of us pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer, or controlling person of Adept in the successful defense of any action, suit, or proceeding) is

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asserted by such director, officer, or controlling person in connection with the securities being registered, Adept will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, we certify that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Jose, State of California, on the 10th day of September 1999.

ADEPT TECHNOLOGY, INC.

By: /s/ Brian R. Carlisle

Brian R. Carlisle
Chairman of the Board and
Chief Executive Officer

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POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each such person whose signature appears below constitutes and appoints, jointly and severally, Brian R. Carlisle and Kathleen M. Fisher as their attorneys-in-fact, each with the power of substitution, for him in any and all capacities, to sign any amendments to this Registration Statement on Form S-3 (including post-effective amendments), to sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) promulgated under the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, thereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutions, may do or cause to be done by virtue hereof.

<TABLE>

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<CAPTION>

Signature -----	Title -----	Date ----
<S> /s/ BRIAN R. CARLISLE ----- Brian R. Carlisle	<C> Chairman of the Board and Chief Executive Officer	<C> September 10, 1999
/s/ KATHLEEN M. FISHER	Vice President, Finance and	September 10, 1999

----- Kathleen M. Fisher	Chief Financial Officer (Principal Financial and Accounting Officer)	
/s/ BRUCE E. SHIMANO ----- Bruce E. Shimano	Vice President, Research and Development, Secretary and Director	September 10, 1999
/s/ RONALD E.F. CODD ----- Ronald E.F. Codd	Director	September 10, 1999
/s/ MICHAEL P. KELLY ----- Michael P. Kelly	Director	September 10, 1999
/s/ CARY R. MOCK ----- Cary R. Mock	Director	September 10, 1999
/s/ JOHN E. POMEROY ----- John E. Pomeroy </TABLE>	Director	September 10, 1999

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EXHIBIT INDEX

Exhibit No. -----	Description -----
4.1	Registration Rights Agreement dated July 14, 1999, between Adept and the Selling Shareholders.
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation
23.1	Consent of Ernst & Young LLP, Independent Auditors
23.2	Consent of Counsel (included in Exhibit 5.1)
24.1	Power of Attorney (See II-4)

REGISTRATION RIGHTS AGREEMENT DATED 7/14/99

ADEPT TECHNOLOGY, INC.

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement ("Agreement") is made as of July 14, 1999, by and among Adept Technology, Inc., a California corporation ("Parent"), and each of the holders of Parent's Common Stock ("Parent Common Stock"), set forth in the Schedule of Shareholders attached as Exhibit A hereto (each, a "Shareholder".) Each of the Shareholders has received Parent Common Stock in connection with the merger of BYE/OASIS Engineering, Inc., a Texas corporation ("BYE/OASIS") with and into Parent pursuant to an Agreement and Plan of Reorganization, dated as of June 28, 1999 (the "Merger Agreement").

1. Definitions. As used in this Agreement:

(a) "Effective Time" means the date three business days after the date Parent publicly announces financial results covering at least 30 days of combined operations of Parent and the Company.

(b) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(c) "Holder" means: (i) a shareholder of Parent to whom shares of Parent Common Stock are issued pursuant to the Merger Agreement or (ii) a transferee to whom registration rights granted under this Agreement are assigned pursuant to Section 6 of this Agreement.

(d) "Registrable Securities" means for each Holder the number of shares of Parent Common Stock issued to such Holder pursuant to the Merger Agreement, and for all Holders the sum of the Registrable Securities held by them; provided, however, that such shares of Parent Common Stock shall cease to be Registrable Securities at such time as they are otherwise available for resale under Rule 144 of the Securities Act, and Registrable Securities shall not include any shares of Parent Common Stock constituting part of the Escrow Fund.

(e) "Securities Act" means the Securities Act of 1933, as amended.

(f) "SEC" means the United States Securities and Exchange Commission.

(g) Terms not otherwise defined herein have the meanings given

to them in the Merger Agreement.

2. Holder Registration.

(a) In case Parent shall receive from a Holder or Holders who own not less than 10% of the then outstanding Registrable Securities, a written request that Parent effect any registration under the Securities Act, Parent shall (i) promptly give written notice of the proposed registration to all other Holders and (ii) use its commercially reasonable efforts to file within 45 days of the receipt of such request a registration statement (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act and any other governmental requirements or regulations) covering the resale of the number of Registrable Securities for which registration has been requested by such initiating Holder or Holders, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request and specified in a written request received by Parent within ten (10) days after receipt by such Holders of such written notice from Parent that the rights granted hereunder have been invoked. Notwithstanding the foregoing, Parent shall not be obligated to register more than an aggregate of 350,000 shares of Parent Common Stock. If the amount of Registrable Securities requested to be registered by the Holders is greater than 350,000 shares of Parent Common Stock, Parent shall so advise the Holders that the number of Registrable Securities that may be included in the registration shall be allocated among all Holders thereof in proportion, as nearly as practicable,

to the respective amounts of Registrable Securities held by such Holders at the time of filing the registration statement. In no event shall Parent be required to file a registration statement under this Agreement if it does not then satisfy the eligibility requirements for the use of Form S-3 under the Securities Act. Each Holder shall provide all such information and materials and take all such action as may be required in order to permit Parent to comply with all applicable requirements of the Securities Act, the Exchange Act, and of the SEC, and to obtain any desired acceleration of the effective date of such registration statement, such provision of information and materials to be a condition precedent to the obligations of Parent pursuant to this Agreement to register the Registrable Securities held by each such Holder. The offering made pursuant to such registration shall not be underwritten. Parent shall not be obligated to take any action to effect any such registration pursuant to this Section 2(a) after one

year from the date of this Agreement. Parent shall also not be obligated to take any action to effect any such registration pursuant to this Section 2(a) after Parent has effected one such registration pursuant to this Section 2(a), and such registration has been declared or ordered effective.

(b) Parent shall (i) prepare and file with the SEC the registration statement in accordance with Section 2(a) hereof with respect to the Registrable Securities and shall use its best efforts to cause such registration statement to become effective as promptly as practicable after filing (but no event earlier than the Effective Time) and to keep such registration statement effective until the sooner to occur of (A) the date on which all Registrable Securities included within such registration statement have been sold or (B) the expiration of thirty (30) days after the day on which such registration statement has been declared effective; (ii) prepare and file with the SEC such amendments to such registration statement and amendments or supplements to the prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities registered by such registration statement; (iii) furnish to each Holder such number of copies of any prospectus (including any preliminary prospectus and any amended or supplemented prospectus) in conformity with the requirements of the Securities Act, and such other documents, as each Holder may reasonably request in order to effect the offering and sale of the Registrable Securities to be offered and sold, but only while Parent shall be required under the provisions hereof to cause the registration statement to remain effective; (iv) use its commercially reasonable efforts to register or qualify the Registrable Securities covered by such registration statement under the securities or blue sky laws of such jurisdictions as each Holder shall reasonably request (provided that Parent shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction where it has not been qualified), and do any and all other acts or things which may be necessary or advisable to enable each Holder to consummate the public sale or other disposition of such Registrable Securities in such jurisdictions; and (v) notify each Holder, promptly after it shall receive notice thereof, of the date and time the registration statement and each post-effective amendment thereto has become effective or a supplement to any prospectus forming a part of such registration statement has been filed.

3. Suspension of Prospectus. Under any registration statement filed hereof, Parent may restrict disposition of Registrable Securities, and a Holder will not be able to dispose of such Registrable Securities, if Parent shall have delivered a notice in writing to such Holder stating that a delay in the disposition of such Registrable Securities is necessary because Parent, in its reasonable judgment, has determined that such sales would require public disclosure by Parent of material nonpublic information that is not included in such registration statement. Any such delay shall result in a corresponding

extension of the period of time that Parent is required to maintain the effectiveness of the registration statement under Section 2. Without limiting the foregoing, no Holder shall be permitted to dispose of any Registrable Securities during any period when officers, directors, or employees of Parent are precluded from buying or selling Parent's securities under the terms of Parent's insider trading policy as then in effect.

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4. Expenses. All of the out-of-pocket expenses incurred in connection with any registration of Registrable Securities pursuant to this Agreement, including, without limitation, all SEC, Nasdaq National Market and blue sky registration and filing fees, printing expenses, transfer agents' and registrars' fees, and the reasonable fees and disbursements of Parent's outside counsel and independent accountants shall be paid by Parent. All sales commissions, legal fees, or other fees and expenses incurred by the Holder in connection with the sale of Registrable Securities pursuant to the registration statement shall be paid by the Holders.

5. Indemnification. In the event of any registration pursuant to this Agreement:

(a) Parent will indemnify each Holder, each of its officers, directors and partners and such Holder's legal counsel and independent accountants, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification or compliance has been effected pursuant to this Agreement, and each underwriter, if any, and each person who controls any underwriter within the meaning of Section 15 of the Securities Act, against all expenses, claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they are made, not misleading, or any violation by Parent of any rule or regulation promulgated under the Securities Act or state securities laws applicable to Parent in connection with any such registration, qualification or compliance, and will reimburse each such Holder, each of its officers, directors and partners and such Holder's legal counsel and independent accountants, and each person controlling such Holder, each such underwriter and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating, preparing or

defending any such claim, loss, damage, liability or action, provided that Parent will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based in any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to Parent in an instrument duly executed by such Holder or underwriter and stated to be specifically for use therein.

(b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify Parent, each of its directors and officers and its legal counsel and independent accountants, each underwriter, if any, of Parent's securities covered by such a registration statement, each person who controls Parent or such underwriter within the meaning of Section 15 of the Securities Act, and each other such Holder, each of its officers and directors and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Parent, such Holders, such directors, officers, legal counsel, independent accountants, underwriters or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to Parent by an instrument duly executed by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holders hereunder shall be limited to an amount equal to the gross proceeds before expenses and commissions to each such Holder of Registrable Securities sold as contemplated herein.

(c) Each party entitled to indemnification under this Section 5 (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has written notice of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the

Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent, but only to the extent, that the Indemnifying Party's ability to defend against such claim or litigation is impaired as a result of such failure to give notice. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) The obligations of Parent and each Holder under this Section 5 shall survive the completion of any offering of Registrable Securities in a registration statement under this Agreement and otherwise.

(e) Notwithstanding the foregoing, to the extent the provisions of this Section 5 are inconsistent with or conflict with the terms of any underwriting, indemnification, selling or similar agreement entered into by a Holder in connection with the offer and sale of Registrable Securities pursuant to a registration effected pursuant to this Agreement, the terms of such agreement shall govern and shall supersede the provisions of this Agreement.

6. Assignment of Registration Rights. The rights to cause Parent to register Registrable Securities pursuant to this Agreement shall not be assignable except to a Holder's spouse, lineal ancestor or descendant, or to a trust for the benefit of the Holder, his or her spouse, or any lineal ancestor or descendant.

7. Amendment of Registration Rights. This Agreement may be amended at any time upon the written consent of the Holders of a majority of the outstanding Registrable Securities and Parent.

8. Counterpart Signatures. This Agreement may be executed in counterparts, all of which together shall constitute a single agreement.

[Remainder of Page Intentionally Left Blank]

In witness whereof the parties have signed this Registration Rights Agreement on the day and year first above written.

"PARENT"

ADEPT TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

"SHAREHOLDER"

By: _____

Name: _____

Address: _____

[Signature Page to Registration Rights Agreement]

OPINION OF WILSON SONSINI GOODRICH & ROSATI

[LETTERHEAD OF WILSON SONSINI GOODRICH & ROSATI]

September 10, 1999

Adept Technology, Inc.
150 Rose Orchard Way
San Jose, California 95134

RE: REGISTRATION STATEMENT ON FORM S-3

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-3 to be filed by you with the Securities and Exchange Commission on September 10, 1999 (the "Registration Statement"), in connection with the registration under the Securities Act of 1933, as amended, of shares of your common stock (the "Shares"), all of which are authorized and have been previously issued to the Selling Shareholders named therein in connection with the acquisition by the Company of BYE/OASIS Engineering, Inc. The Shares are to be offered by the Selling Shareholders for sale to the public as described in the Registration Statement. As your counsel in connection with this transaction, we have examined the proceedings taken and proposed to be taken in connection with the sale of the Shares.

It is our opinion that, upon completion of the proceedings being taken or contemplated to be taken prior to the registration of the Shares, including such proceedings to be carried out in accordance with the securities laws of the various states, where required, the Shares, when sold in the manner referred to in the Registration Statement, will be legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement, including the prospectus constituting a part thereof, and any amendment thereto.

Very truly yours,

/s/ WILSON SONSINI GOODRICH & ROSATI

CONSENT OF ERNST & YOUNG LLP

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of Adept Technology, Inc. for the registration of 350,000 shares of its common stock and to the incorporation by reference therein of our reports dated July 31, 1998, with respect to the consolidated financial statements of Adept Technology, Inc. incorporated by reference in its Annual Report (Form 10-K) for the year ended June 30, 1998 and the related financial statement schedule included therein, filed with the Securities and Exchange Commission.

ERNST & YOUNG, LLP

San Jose, California

September 10, 1999