

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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) January 7, 2009

**ALIGN TECHNOLOGY, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**0-32259**

(Commission File Number)

**94-3267295**

(IRS Employer Identification No.)

**881 Martin Avenue, Santa Clara, California**

(Address of Principal Executive Offices)

**95050**

(Zip Code)

**(408) 470-1000**

(Registrant's Telephone Number, Including Area Code)

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))

**ITEM 1.01 Entry into a Material Definitive Agreement**

Align Technology, Inc. (the "Company") and Comerica Bank ("Lender") entered into an Amendment (the "Amendment") to the Loan and Security Agreement dated as of December 16, 2005, as amended. The Amendment was entered into effective December 5, 2008. The principle terms of the amendment are as follows:

- (i) the maturity date of the credit facility is extended to December 31, 2010;
- (ii) the Company agrees to maintain unrestricted cash at Lender of not less than \$10,000,000; and
- (iii) the interest rate option will be equal to Libor plus 1.5% to Libor plus 2.0% depending upon the amount of unrestricted cash the Company maintains at Lender above the \$10,000,000 minimum.

The amount of available borrowings under this credit facility remains unchanged at \$25 million and as of the date of this Current Report on Form 8-K, the Company has no outstanding borrowings thereunder. A copy of the Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by this reference.

**ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

(e) On January 7, 2009, the Compensation Committee of the Board of Directors of the Company authorized the payment of the annual incentive awards (cash bonuses) to the Company's principal financial officer and the named executive officers set forth in the table below. On January 11, 2008, the Board of Directors approved the recommendation of the Compensation Committee with respect to the payment of the annual incentive award to the Company's principal executive officer.

Name	Annual Incentive Award
Thomas M. Prescott, <i>President, Chief Executive Officer and Director</i>	\$ 244,325
Kenneth B. Arola, <i>Vice President, Finance and Chief Financial Officer</i>	\$ 101,000
Len M. Hedge <i>Senior Vice President, Business Operations</i>	\$ 141,000
Roger E. George <i>Vice President, Corporate &amp; Legal Affairs, General Counsel &amp; Corporate Secretary</i>	\$ 107,000

**ITEM 9.01. Financial Statements and Exhibits****(c) Exhibits.**

Exhibit No.	Description
10.1	Amendment to Loan and Security Agreement between Align Technology, Inc. and Comerica Bank

## SIGNATURES

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

Dated: January 13, 2009

**ALIGN TECHNOLOGY, INC.**

By: /s/ Roger E. George

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Roger E. George  
Vice President, Legal & Corporate Affairs, General  
Counsel and Corporate Secretary

**INDEX TO EXHIBITS**

**Exhibit No.**

**Description**

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10.1	Amendment to Loan and Security Agreement between Align Technology, Inc. and Comerica Bank
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SIXTH AMENDMENT  
TO  
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This Sixth Amendment to Amended and Restated Loan and Security Agreement is entered into as of December 5, 2008 (the "Amendment"), by and between COMERICA BANK ("Bank"), and ALIGN TECHNOLOGY, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of December 16, 2005 as amended from time to time, including without limitation by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of November 15, 2006, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of December 1, 2006, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 22, 2006, that certain Fourth Amendment to Loan Documents dated as of March 7, 2007, that certain Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of April 28, 2008 (collectively, the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The following defined term in Section 1.1 of the Agreement is hereby amended to read as follows:

"Revolving Maturity Date" means December 31, 2010.

2. A new Section 6.10 is hereby added to the Agreement to read as follows:

**6.10 Cash at Bank.** Borrower shall maintain at all times a balance of unrestricted cash at Bank of not less than Ten Million Dollars (\$10,000,000).

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Borrower ratifies and reaffirms the continuing effectiveness of all instruments, documents and agreements entered into in connection with the Agreement. As a condition to the effectiveness of this Amendment, Borrower shall pay Bank an amount equal to the Bank Expenses incurred in connection with the preparation of this Amendment.

4. Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.


6. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (i) this Amendment, duly executed by Borrower;
- (ii) Corporate Resolutions to Borrow;
- (iii) evidence that Borrower maintains a balance of unrestricted cash at Bank of at least \$10,000,000;

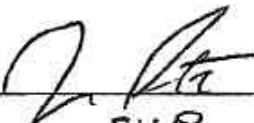
- executed by Borrower;
- (iv) First Amendment to LIBOR Addendum to Loan and Security Agreement, duly
  - (v) an amount equal to all Bank Expenses incurred through the date of this Amendment; and
  - (vi) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

ALIGN TECHNOLOGY, INC.

By:   
Title: VP Finance, CFO

COMERICA BANK

By:   
Title: SVR