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

FORM 10-Q

(Mark One)

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

For the quarterly period ended **June 30, 2008**

OR

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

For the transition period from _____ to _____

Commission file number: **0-32259**

Align Technology, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

94-3267295
(I.R.S. Employer
Identification Number)

881 Martin Avenue
Santa Clara, California 95050
(Address of principal executive offices) (Zip Code)

(408) 470-1000
(Registrant's telephone number, including area code)

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

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

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>	Non-accelerated filer <input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company <input type="checkbox"/>
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Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes No

The number of shares outstanding of the registrant's Common Stock, \$0.0001 par value, as of July 31, 2008 was 67,615,064.

Invisalign, Align, ClinCheck, Invisalign ClinAssist, Invisalign Teen and Vivera, amongst others, are trademarks belonging to Align Technology, Inc. and are pending or registered in the United States and other countries.

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ITEM 1 FINANCIAL STATEMENTS
ALIGN TECHNOLOGY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Net revenues	\$ 79,902	\$ 76,603	\$ 154,678	\$ 140,364
Cost of revenues	20,243	20,247	39,851	37,776
Gross profit	59,659	56,356	114,827	102,588
Operating expenses:				
Sales and marketing	32,464	24,353	60,523	47,503
General and administrative	16,322	11,880	31,510	24,065
Research and development	7,001	6,675	14,296	12,368
Patients First Program	—	—	—	(1,796)
Total operating expenses	55,787	42,908	106,329	82,140
Profit from operations	3,872	13,448	8,498	20,448
Interest and other income, net	443	680	1,409	1,135
Net profit before provision for income taxes	4,315	14,128	9,907	21,583
Provision for income taxes	(285)	(510)	(573)	(987)
Net profit	<u>\$ 4,030</u>	<u>\$ 13,618</u>	<u>\$ 9,334</u>	<u>\$ 20,596</u>
Net profit per share:				
Basic	<u>\$ 0.06</u>	<u>\$ 0.20</u>	<u>\$ 0.14</u>	<u>\$ 0.31</u>
Diluted	<u>\$ 0.06</u>	<u>\$ 0.19</u>	<u>\$ 0.13</u>	<u>\$ 0.29</u>
Shares used in computing net profit per share:				
Basic	<u>68,581</u>	<u>66,696</u>	<u>68,817</u>	<u>66,068</u>
Diluted	<u>69,916</u>	<u>71,207</u>	<u>70,478</u>	<u>70,346</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

ALIGN TECHNOLOGY, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data)
(unaudited)

	June 30, 2008	December 31, 2007
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 64,339	\$ 89,140
Marketable securities, short-term	45,723	38,771
Accounts receivable, net of allowance for doubtful accounts of \$672 and \$760, respectively	51,173	44,850
Inventories, net	3,017	2,910
Prepaid expenses and other current assets	10,132	8,846
Total current assets	174,384	184,517
Property and equipment, net	29,525	25,320
Goodwill	478	478
Intangible assets, net	9,197	10,615
Other assets	3,585	1,831
Total assets	\$ 217,169	\$ 222,761
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 8,965	\$ 9,222
Accrued liabilities	34,708	39,875
Deferred revenues	14,144	12,362
Total current liabilities	57,817	61,459
Other long-term liabilities	133	148
Total liabilities	57,950	61,607
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value (5,000 shares authorized; none issued)	—	—
Common stock, \$0.0001 par value (200,000 shares authorized; 67,580 and 68,682 shares issued, respectively; 67,580 and 68,642 shares outstanding, respectively)	7	7
Additional paid-in capital	446,723	450,140
Accumulated other comprehensive income, net	919	657
Accumulated deficit	(288,430)	(289,650)
Total stockholders' equity	159,219	161,154
Total liabilities and stockholders' equity	\$ 217,169	\$ 222,761

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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ALIGN TECHNOLOGY, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2008	2007
Cash Flows from Operating Activities:		
Net profit	\$ 9,334	\$ 20,596
Adjustments to reconcile net profit to net cash provided by operating activities:		
Depreciation and amortization	4,803	5,211
Amortization of intangibles	1,418	1,791
Stock-based compensation expense	8,786	5,387
Benefit of doubtful accounts	(152)	(62)
Loss on retirement and disposal of fixed assets	210	28
Excess tax benefit from share-based payment arrangements	(86)	(409)
Changes in assets and liabilities:		
Accounts receivable	(5,537)	(13,441)
Inventories	(100)	(300)
Prepaid expenses and other current assets	(1,163)	(1,301)
Accounts payable	81	575
Accrued and other long-term liabilities	(5,677)	(5,550)
Deferred revenues	1,715	1,182
Net cash provided by operating activities	13,632	13,707
Cash Flows from Investing Activities:		
Purchase of property and equipment	(9,634)	(3,426)
Proceeds from sale of equipment	185	—
Purchases of marketable securities	(45,148)	(17,586)
Maturities of marketable securities	36,309	10,180

Other assets	170	302
Net cash used in investing activities	(18,118)	(10,530)
Cash Flows from Financing Activities:		
Proceeds from issuance of common stock	7,521	18,484
Payments on line of credit	—	(11,500)
Repurchased shares of common stock	(27,686)	—
Excess tax benefit from share-based payment arrangements	86	409
Employees' taxes paid upon the vesting of restricted stock units	(238)	(265)
Net cash provided by (used in) financing activities	(20,317)	7,128
Effect of foreign exchange rate changes on cash and cash equivalents	2	176
Net increase (decrease) in cash and cash equivalents	(24,801)	10,481
Cash and cash equivalents at beginning of period	89,140	55,113
Cash and cash equivalents at end of period	<u>\$ 64,339</u>	<u>\$ 65,594</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

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ALIGN TECHNOLOGY, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1. Summary of Significant Accounting Policies

Basis of presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared by Align Technology, Inc. (the "Company" or "Align") in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC") and contain all adjustments, including normal recurring adjustments, necessary to present fairly Align's financial position as of June 30, 2008, its results of operations for the three and six months ended June 30, 2008 and 2007, and its cash flows for the six months ended June 30, 2008 and 2007. The Condensed Consolidated Balance Sheet as of December 31, 2007 was derived from the December 31, 2007 audited financial statements. Certain prior period amounts have been reclassified to conform with the current period presentation. These reclassifications had no impact on previously reported net earnings and financial position.

The results of operations for the three and six months ended June 30, 2008 are not necessarily indicative of the results that may be expected for the year ending December 31, 2008, and the Company makes no representations related thereto. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Quantitative and Qualitative Disclosures About Market Risk" and the Consolidated Financial Statements and notes thereto included in Items 7, 7A and 8, respectively, of the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in Align's Condensed Consolidated Financial Statements and accompanying notes. Actual results could differ materially from those estimates.

Recent Accounting Pronouncements

In February 2007, the FASB issued FAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115" ("FAS 159"). FAS 159 expands the use of fair value accounting but does not affect existing standards which require assets or liabilities to be carried at fair value. Under FAS 159, a company may elect to use fair value to measure accounts and loans receivable, available-for-sale and held-to-maturity securities, equity method investments, accounts payable, guarantees and issued debt. Other eligible items include firm commitments for financial instruments that otherwise would not be recognized at inception and non-cash warranty obligations where a warrantor is permitted to pay a third party to provide the warranty goods or services. If the use of fair value is elected, any upfront costs and fees related to the item must be recognized in earnings and cannot be deferred, e.g., debt issue costs. The fair value election is irrevocable and generally made on an instrument-by-instrument basis, even if a company has similar instruments that it elects not to measure based on fair value. At the adoption date, unrealized gains and losses on existing items for which fair value has been elected are reported as a cumulative adjustment to beginning retained earnings. Subsequent to the adoption of FAS 159, changes in fair value are recognized in earnings. FAS 159 is effective for fiscal years beginning after November 15, 2007. The Company adopted FAS 159 effective January 1, 2008, and the adoption of FAS 159 had no material impact to its consolidated financial position, results of operations or cash flows.

In September 2006, the FASB issued FAS No. 157, "Fair Value Measurements" ("FAS 157") which provides guidance for using fair value to measure assets and liabilities. It also responds to investors' requests for expanded information about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value, and the effect of fair value measurements on earnings. FAS 157 applies whenever other standards require (or permit) assets or liabilities to be measured at fair value, and does not expand the use of fair value in any new circumstances. FAS 157, as originally issued, was effective for fiscal years beginning after November 15, 2007. In February 2008, the FASB issued FASB Staff Position No. FAS 157-2, "Effective Date of FASB Statement No. 157" ("FSP 157-2"), to partially defer FASB Statement No. 157, "Fair Value Measurements" ("FAS 157"). FSP 157-2 defers the effective date of FAS 157 for nonfinancial assets and nonfinancial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), to fiscal years, and interim periods within those fiscal years, beginning after November 15, 2008. The Company adopted FAS 157 effective January 1, 2008, and the adoption of FAS 157 had no material impact to its consolidated financial position or results of operations.

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In December 2007, the FASB issued FAS No. 141 (revised 2007), "Business Combinations" ("FAS 141R"). FAS 141R establishes principles and requirements for how the acquirer in a business combination recognizes and measures in its financial statements the fair value of identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquiree at the acquisition date. FAS 141R determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. FAS 141R applies prospectively and is effective for fiscal years beginning on or after December 15, 2008. The Company is currently evaluating the potential impact, if any, of the adoption of FAS 141R on its consolidated financial position, results of operations and cash flows.

In December 2007, the FASB issued FAS No.160, "Noncontrolling Interests in Consolidated Financial Statements" ("FAS 160"), an amendment of Accounting Research Bulletin No. 51, "Consolidated Financial Statements" ("ARB 51"). FAS 160 changes the accounting and reporting for minority interests, which will be recharacterized as noncontrolling interests and classified as a component of equity. This new consolidation method significantly changes the accounting for transactions with minority interest holders. FAS 160 is effective for fiscal years beginning after December 15, 2008. The Company plans to adopt FAS 160 beginning in the first quarter of 2009. The Company is evaluating the impact the adoption of FAS 160 will have on its consolidated financial position and results of operations.

In March 2008, the FASB issued FAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities an amendment of FASB Statement No. 133" ("FAS 161"). FAS 161 requires disclosures of how and why an entity uses derivative instruments, how derivative instruments and related hedged items are accounted for and how derivative instruments and related hedged items affect an entity's financial position, financial performance, and cash flows. FAS 161 is effective for fiscal years beginning after November 15, 2008, with early adoption permitted. The Company is currently evaluating the impact of the pending adoption of FAS 161 on its consolidated financial statements.

In May 2008, the FASB issued FAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles" ("FAS 162"). FAS 162 identifies the sources of accounting principles and the framework for selecting the principles used in the preparation of financial statements of nongovernmental entities that are presented in conformity with generally accepted accounting principles (the GAAP hierarchy). FAS 162 will become effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board amendments to AU Section 411, "The Meaning of Present Fairly in Conformity With Generally Accepted Accounting Principles." The Company does not expect the adoption of FAS 162 to have a material effect on its consolidated financial position and results of operations.

In May 2008, the FASB issued FSP Accounting Principles Board ("APB") 14-1 "Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)" ("FSP APB 14-1"). FSP APB 14-1 requires the issuer of certain convertible debt instruments that may be settled in cash (or other assets) on conversion to separately account for the liability (debt) and equity (conversion option) components of the instrument in a manner that reflects the issuer's non-convertible debt borrowing rate. FSP APB 14-1 is effective for fiscal years beginning after December 15, 2008 on a retroactive basis and will be adopted by the Company in the first quarter of 2010. The Company is currently evaluating the potential impact, if any, of the adoption of FSP APB 14-1 on its consolidated results of operations and financial condition.

Other recent accounting pronouncements issued by the FASB (including its Emerging Issues Task Force), the American Institute of Certified Public Accountants and the SEC did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

[Table of Contents](#)**Note 2. Marketable Securities and Fair Value Measurements**

The Company's marketable securities as of June 30, 2008 and December 31, 2007 are as follows (in thousands):

	Amortized Costs	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
June 30, 2008				
U.S. government notes and bonds	\$ 7,951	\$ 3	\$ —	\$ 7,954
Corporate bonds and certificates of deposit	13,221	3	(17)	13,207
Agency bonds and discount notes	10,931	—	(14)	10,917
Commercial paper	13,656	2	(13)	13,645
Total	\$ 45,759	\$ 8	\$ (44)	\$ 45,723
December 31, 2007				
U.S. government notes and bonds	\$ 4,081	\$ 6	\$ —	\$ 4,087
Corporate bonds	6,983	—	—	6,983
Commercial paper and asset-backed securities	27,754	—	(53)	27,701
Total	\$ 38,818	\$ 6	\$ (53)	\$ 38,771

For the three and six months ended June 30, 2008 and 2007, no significant losses were realized on the sale of marketable securities.

Fair Value Measurements

The following table summarizes the Company's financial assets measured at fair value on a recurring basis in accordance with FAS 157 as of June 30, 2008 (in thousands):

Description	Balance as of June 30, 2008	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)

Cash equivalents:						
Money market funds	\$	28,700	\$	28,700	\$	—
U.S. government debt securities		8,994		8,994		—
Corporate bonds and certificates of deposit		2,799		—		2,799
Commercial paper		11,999		—		11,999
Short-term investments:						
Corporate bonds and certificates of deposit		13,207		—		13,207
U.S. government debt securities		7,954		—		7,954
Agency bonds and discount notes		9,917		—		9,917
Commercial paper		13,645		—		13,645
Bank notes		1,000		—		1,000
Long-term investments:						
Corporate bonds and certificates of deposit		894		—		894
Agency bonds and discount notes		1,000		—		1,000
	\$	100,109	\$	37,694	\$	62,415

The Company's financial assets and liabilities are valued using market prices on both active markets (Level 1) and less active markets (Level 2). Level 1 instrument valuations are obtained from real-time quotes for transactions in active exchange markets involving identical assets. Level 2 instrument valuations are obtained from readily-available pricing sources for comparable instruments. As of June 30, 2008, the Company did not have any assets or liabilities without observable market values that would require a high level of judgment to determine fair value (Level 3 assets).

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Note 3. Balance Sheet Components

Inventories, net are comprised of (in thousands):

	June 30, 2008	December 31, 2007
Raw materials	\$ 1,947	\$ 1,983
Work in process	747	631
Finished goods	323	296
	<u>\$ 3,017</u>	<u>\$ 2,910</u>

Work in process includes costs to produce the Invisalign product. Finished goods primarily represent ancillary products that support the Invisalign system.

Accrued liabilities consist of the following (in thousands):

	June 30, 2008	December 31, 2007
Accrued payroll and benefits	\$ 17,365	\$ 22,165
Accrued sales rebate	2,368	3,724
Accrued Patients First Program costs	463	996
Accrued sales and marketing expenses	3,085	2,910
Accrued warranty	2,253	2,035
Other	9,174	8,045
Total accrued liabilities	<u>\$ 34,708</u>	<u>\$ 39,875</u>

Note 4. Intangible Assets

The following is a summary of the Company's purchased intangible assets as of June 30, 2008 and December 31, 2007 (in thousands):

	Estimated Useful Life (in years)	June 30, 2008			December 31, 2007		
		Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Non-compete agreements	5	\$ 14,000	\$ 4,812	\$ 9,188	\$ 14,000	\$ 3,412	\$ 10,588
Patent	5	180	171	9	180	153	27
Total		<u>\$ 14,180</u>	<u>\$ 4,983</u>	<u>\$ 9,197</u>	<u>\$ 14,180</u>	<u>\$ 3,565</u>	<u>\$ 10,615</u>

These intangible assets are being amortized on a straight-line basis over the expected useful life of five years. The Company performs an impairment test whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Examples of such events or circumstances include significant underperformance relative to historical or projected future operating results, significant changes in the manner of use of acquired assets or the strategy for its business, significant negative industry or economic trends, or a significant decline in the Company's stock price for a sustained period. Impairments are recognized based on the difference between the fair value of the asset and its carrying value, and fair value is generally measured based on discounted cash flow analyses. There were no impairments of intangible assets during the periods presented.

The total estimated annual future amortization expense for these intangible assets as of June 30, 2008 is as follows (in thousands):

Fiscal Year	
2008 (remaining 6 months)	\$ 1,409
2009	2,800
2010	2,800
2011	2,188

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Note 5. Legal Proceedings

Ormco

On January 6, 2003, Ormco Corporation (“Ormco”) filed suit against the Company in the United States District Court for the Central District, Orange County Division, asserting infringement of certain patents. Ormco is a division of Sybron Dental Specialties (a Danaher Corporation subsidiary). The complaint sought unspecified monetary damages and injunctive relief. On February 18, 2003, the Company answered the complaint and asserted counterclaims seeking a declaration by the Court of invalidity and non-infringement of the asserted patents. In addition, the Company counterclaimed for infringement of one of its patents, seeking unspecified monetary damages and injunctive relief. Ormco filed a reply to its counterclaims on March 10, 2003 and asserted counterclaims against the Company seeking a declaration by the Court of invalidity and non-infringement of the patent. The Company amended its counterclaim to add Allesee Orthodontic Appliances, Inc. (“AOA”), a wholly-owned subsidiary of Ormco, as a counterdefendant in regard to its counterclaim of infringement of the patent.

There have been two appeals. After the permanent injunction was entered, Ormco and AOA appealed that injunction and the orders of the District Court on summary judgment on which the injunction was based. Oral arguments took place on April 3, 2006. Following oral arguments, the U.S. Court of Appeals for the Federal Circuit (“CAFC”) issued a ruling declaring two out of a total of 71 claims in the Company’s US Patent No. 6,398,548 and four out of a total of ten claims in US Patent No. 6,554,611 to be invalid as “obvious.” The CAFC’s decision reverses the California District Court summary judgment order of validity.

The second appeal was from the final judgment. Ormco appealed the ruling of the District Court that 92 claims in four of its patents are not infringed by the Company and that the asserted claims are invalid. Align appealed the ruling of the District Court that certain claims of its 6,398,548 patent which were found to be infringed by Ormco’s and AOA’s Red, White & Blue appliances were invalid. The CAFC issued a ruling on August 24, 2007, affirming the District Court’s ruling that 86 out of 92 claims in the four asserted Ormco patents are invalid and not infringed by Align. The CAFC reversed the District Court’s non-infringement rulings on six claims in Ormco’s 6,616,444 patent, which will be returned to the District Court for a determination of validity and infringement of those claims. The Court has denied Ormco’s petition for rehearing with respect to the portion of the Federal Circuit’s opinion that affirmed the District Court’s ruling of non-infringement and non-enablement of the 86 claims. On Align’s cross-appeal, the CAFC affirmed the District Court’s finding that six claims in the 6,398,548 patent are invalid.

Ormco filed a petition for review with the U.S. Supreme Court with respect to the portion of the CAFC’s opinion that affirmed the District Court’s ruling of non-infringement and non-enablement of Ormco’s 86 claims. The Supreme Court denied Ormco’s petition. In addition, the District Court has set a schedule for the case to proceed on the six claims in Ormco’s ‘444 patent which were returned to the District Court for further proceedings. The parties are currently conducting discovery. Trial dates have been set for February 10, 2009 on liability issues, and for September 2009 on damages issues.

Class Action

On May 18, 2007, Debra A. Weber filed a consumer class action lawsuit against Align, OrthoClear, Inc. and OrthoClear Holdings, Inc. (d/b/a OrthoClear, Inc.) in Syracuse, New York, U.S. District Court. The complaint alleges two causes of action against the OrthoClear defendants and one cause of action against Align for breach of contract. The cause of action against the Company, titled “Breach of Third Party Benefit Contract” references Align’s agreement to make Invisalign treatment available to OrthoClear patients, alleging that the Company failed “to provide the promised treatment to Plaintiff or any of the class members”.

On July 3, 2007, the Company filed an answer to the complaint and asserted 17 affirmative defenses. On July 20, 2007, the Company filed a motion for summary judgment on the Third Cause of Action (the only cause of action alleged against Align). On August 24, 2007, Weber filed a motion for class certification. On October 1, 2007, the Company filed an opposition to the motion for class certification and it is currently awaiting rulings from the Court. OrthoClear has filed a motion to dismiss. The initial case management conference and all discovery has been stayed pending the Court’s decision on the motion for class certification, OrthoClear’s motion to dismiss and the Company’s motion for summary judgment.

Litigating claims of these types, whether or not ultimately determined in the Company’s favor or settled by the Company, is costly and diverts the efforts and attention of the Company’s management and technical personnel from normal business operations. Any of these results from litigation could adversely affect the Company’s results of operations. From time to time, the Company has received, and may again receive, letters from third parties drawing the Company’s attention to their patent rights. While the Company does not believe that it infringes any such rights that have been brought to the Company’s attention, there may be other more pertinent proprietary rights of which the Company is presently unaware.

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Note 6. Credit Facilities

Effective January 1, 2008, the available borrowings under the revolving line of credit is \$25 million. This credit facility matures on December 31, 2008. As of June 30, 2008, there were no outstanding borrowings against this credit facility, and the Company is in compliance with the financial covenant of this credit facility.

Note 7. Commitments and Contingencies

As of June 30, 2008, minimum future lease payments for non-cancelable leases are as follow (in thousands):

2008	\$	1,653
2009		2,743
2010		2,084
2011		1,613
2012 and thereafter		2,240
Total	\$	<u>10,333</u>

Product Warranty

The Company warrants its products against material defects until the Invisalign case is completed. The Company accrues for warranty costs in cost of revenues upon shipment of products. The amount of accrued estimated warranty costs is primarily based on historical experience as to product failures as well as current information on replacement costs. The Company regularly reviews the accrued balances and updates these balances based on historical warranty trends. Actual warranty costs incurred have not materially differed from those accrued. However, future actual warranty costs could differ from the estimated amounts.

The following table reflects the change in the Company's warranty accrual during the six months ended June 30, 2008 and 2007, respectively (in thousands):

	Six Months Ended June 30,	
	2008	2007
Balance at beginning of period	\$ 2,035	\$ 2,094
Charged to cost of revenues	1,311	1,090
Actual warranty expenses	(1,185)	(970)
Balance at end of period	<u>\$ 2,161</u>	<u>\$ 2,214</u>

Note 8. Stock-based Compensation

Summary of stock-based compensation expense

Stock-based compensation expense recognized in the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2008 and 2007 is based on awards ultimately expected to vest and has been reduced for estimated forfeitures. FAS123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Forfeitures were estimated based on historical experience. The following table summarizes stock-based compensation expense related to all of the Company's stock-based awards and employee stock purchases under FAS 123R for the three and six months ended June 30, 2008 and 2007:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Cost of revenues	\$ 471	\$ 210	\$ 861	\$ 444
Sales and marketing	1,440	898	2,679	1,755
General and administrative	2,279	1,429	4,113	2,532
Research and development	585	328	1,133	656
Total stock-based compensation expense	<u>\$ 4,775</u>	<u>\$ 2,865</u>	<u>\$ 8,786</u>	<u>\$ 5,387</u>

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The fair value of stock options granted and the option component of the Purchase Plan shares were estimated at the grant date using the Black-Scholes option pricing model with the following weighted average assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Stock Options:				
Expected term (in years)	4.4	4.4	4.4	4.6
Expected volatility	59.9%	58.8%	59.8%	71.5%
Risk-free interest rate	3.1%	4.8%	2.8%	4.7%
Expected dividend		—		—
Weighted average fair value at grant date	\$ 6.29	\$ 11.61	\$ 6.50	\$ 10.89
Employee Stock Purchase Plan: (1)				
Expected term (in years)			1.3	1.3
Expected volatility			70.4%	59.5%
Risk-free interest rate			2.2%	5.1%
Expected dividend				—
Weighted average fair value at grant date			\$ 5.40	\$ 6.84

(1) The Employee Stock Purchase Plan has purchase dates on February 1 and August 1 of each year. There were no Employee Stock Purchase Plan activities during the second quarters of 2008 and 2007.

Stock Incentive Plans

In May 2005, stockholder approval was obtained for the 2005 Incentive Plan (the “2005 Plan”), which replaced the 2001 Stock Incentive Plan (the “2001 Plan”). The 2005 Plan, which expires December 31, 2010, provides for the granting of incentive stock options, non-statutory stock options, restricted stock units, stock appreciation rights, performance units and performance shares. Employees, non-employee directors and consultants are eligible to receive grants under the 2005 Plan. The options are granted for periods not exceeding ten years and generally vest over 4 years with 25% vesting one year from the date of grant and 1/48th each month thereafter. The Plan Administrator may, however, grant options with different vesting schedules at its discretion. Options are to be granted at an exercise price not less than the fair market value of the underlying shares at the date of grant.

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Options

Stock option activity for the six months ended June 30, 2008 under the stock incentive plans is set forth below:

	Total Shares Underlying Stock Options			In-The-Money Options		
	Number of Shares Underlying Stock Options (in thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Number of Shares Underlying Stock Options (in thousands)	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2007	7,133	\$ 10.99				
Granted	2,021	13.00				
Cancelled or expired	(389)	12.40				
Exercised	(709)	6.40				
Outstanding as of June 30, 2008	8,056	\$ 11.83	7.4	3,629	\$ 6.85	\$ 13,223
Vested and expected to vest at June 30, 2008	7,768	\$ 11.75	7.3	3,598	\$ 6.84	\$ 13,138
Exercisable at June 30, 2008	4,312	\$ 10.34	6.0	2,898	\$ 6.65	\$ 11,122

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (the difference between Align’s closing stock price on the last trading day of the second quarter of 2008 of \$10.49 and the number of in-the-money options multiplied by the respective exercise price) that would have been received by the option holders had all option holders exercised their options on June 30, 2008. This amount changes based on the fair market value of Align’s stock.

The total intrinsic value of stock options exercised for the three and six months ended June 30, 2008 was \$0.8 million and \$4.5 million, respectively. The total intrinsic value of stock options exercised for the three and six months ended June 30, 2007 was \$17.9 million and \$24.2 million, respectively. As of June 30, 2008, Align expects to recognize \$24.5 million of total unamortized compensation cost related to stock options over a weighted average period of 2.8 years. The Company has recognized tax benefits from exercised options for the six months ended June 30, 2008 of approximately \$86,000. The tax benefits associated with these option exercises reduced income taxes payable with the offset credited to additional paid-in capital.

Restricted Stock Units

The Company grants restricted stock units (RSUs) that generally vest over 4 years. Prior to October 2007, 25% of the grant vested on the one year anniversary of the date of grant and 6.25% vested quarterly thereafter. In October 2007, the Compensation Committee of the Board of Directors approved to change the vesting for prospective grants of RSUs to 25% annually. The fair value of each award is based on the Company’s closing stock price on the date of grant. A summary of the nonvested shares for the six months ended June 30, 2008 is as follows:

	Number of Shares Underlying RSUs (in thousands)	Weighted Average Grant Date Fair Value	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Nonvested as of December 31, 2007	651	\$ 15.78		
Granted	640	12.94		
Vested and released	(148)	15.82		
Forfeited	(49)	13.51		
Nonvested as of June 30, 2008	1,094	\$ 14.22	1.8	\$ 11,473

The aggregate intrinsic value in the table above represents the total pre-tax intrinsic value (calculated by using Align’s closing stock price on the last trading day of the second quarter of 2008 of \$10.49 multiplied by the number of nonvested restricted stock units) that would have been received by the award holders had all restricted stock units been vested and released on June 30, 2008. This amount changes based on the fair market value of Align’s stock.

The total intrinsic value of restricted stock units vested and released for the three and six months ended June 30, 2008 was \$0.7 million and \$1.9 million, respectively. The total intrinsic value of restricted stock units vested and released for the three and six months ended June 30, 2007 was \$0.6 million and \$2.0 million, respectively. As of June 30, 2008, the total unamortized compensation cost related to restricted stock units was \$13.4 million, which Align expects to recognize over a weighted average period of 3.0 years.

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Employee Stock Purchase Plan

Align's Employee Stock Purchase Plan (the "Purchase Plan") consists of overlapping twenty-four month offering periods with four six-month purchase periods in each offering period. Employees purchase shares at 85% of the fair market value of the common stock at either the beginning of the purchase period or the end of the purchase period, whichever price is lower. The Company accounts for the Purchase Plan as a compensatory plan and has valued the shares in accordance with FAS 123R. The fair value of the option component of the Purchase Plan shares was estimated at the date of grant using the Black-Scholes option pricing model.

As of June 30, 2008, Align expects to recognize \$2.8 million of total unamortized compensation cost related to employee stock purchases over a weighted average period of 0.7 years.

Note 9. Accounting for Income Taxes

On January 1, 2007, the Company adopted the provision of Financial Accounting Standards Board ("FASB") Interpretation No. 48, "Accounting for Uncertain Income Taxes—An Interpretation of FASB Statement No. 109" ("FIN 48"). FIN 48 clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements in accordance with FASB Statement No. 109, "Accounting for Income Taxes" ("FAS 109") and prescribes a recognition threshold and measurement attributes for financial statement disclosure of tax positions taken or expected to be taken on a tax return. Under FIN 48, the impact of an uncertain income tax position on the income tax return must be recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant taxing authority.

The Company has unrecognized tax benefits of approximately \$2.8 million as of December 31, 2007. Included in the unrecognized tax benefits are \$0.3 million of uncertain tax positions that would impact the Company's effective tax rate if recognized. The application of FIN 48 would have resulted in an increase of the accumulated deficit by \$2.9 million, except that the increase was fully offset by the application of a valuation allowance. In accordance with FIN 48, the Company recognizes interest and penalties related to unrecognized tax benefits as a component of income taxes. Interest and penalties are immaterial at the date of adoption and are included in the unrecognized tax benefits. There was no change to the Company's unrecognized tax benefits for the six month period ended June 30, 2008 nor does the Company expect a material change for the twelve month period ending December 31, 2008.

The Company is subject to taxation in the U.S. and various states and foreign jurisdictions. All the Company's tax years will be open to examination by the U.S. federal and most state tax authorities due to the Company's net operating loss and overall credit carryforward position. With few exceptions, the Company is no longer subject to examination by foreign tax authorities for years before 2003.

Note 10. Net Profit Per Share

Basic net profit per share is computed using the weighted average number of shares of common stock during the period. Diluted net profit per share is computed using the weighted average number of shares of common stock, adjusted for the dilutive effect of potential common stock. Potential common stock, computed using the treasury stock method, includes options, restricted stock units, and the dilutive component of Purchase Plan shares.

The following table sets forth the computation of basic and diluted net profit per share attributable to common stock (in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Net profit	\$ 4,030	\$ 13,618	\$ 9,334	\$ 20,596
Weighted-average common shares outstanding, basic	68,581	66,696	68,817	66,068
Effect of potential dilutive common shares	1,335	4,511	1,661	4,278
Total shares, diluted	69,916	71,207	70,478	70,346
Basic net profit per share	\$ 0.06	\$ 0.20	\$ 0.14	\$ 0.31
Diluted net profit per share	\$ 0.06	\$ 0.19	\$ 0.13	\$ 0.29

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For the three and six months ended June 30, 2008, stock options and restricted stock units totaling 5.5 million and 4.7 million, respectively, were excluded from diluted net profit per share because of their anti-dilutive effect. For the three and six months ended June 30, 2007, stock options and restricted stock units totaling 1.0 million and 1.9 million, respectively, were excluded from diluted net profit per share because of their anti-dilutive effect.

Note 11. Comprehensive Income

Comprehensive income includes net profit, foreign currency translation adjustments and unrealized gains and losses on available-for-sale securities. The components of comprehensive income are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Net profit	\$ 4,030	\$ 13,618	\$ 9,334	\$ 20,596
Foreign currency translation adjustments	(43)	75	253	173
Unrealized gain/(loss) on available-for-sale securities	(37)	(8)	9	(10)
Comprehensive income	\$ 3,950	\$ 13,685	\$ 9,596	\$ 20,759

Note 12. Segments and Geographical Information

Segment

The Company reports segment data based on the management approach which designates the internal reporting that is used by management for making operating decisions and assessing performance as the source of the Company's reportable operating segments. During all periods presented, the Company operated as a single business segment.

Geographical Information

Net revenues and long-lived assets are presented below by geographic area (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2008	2007	2008	2007
Net revenues:				
North America	\$ 63,025	\$ 64,721	\$ 123,283	\$ 119,064
Europe	16,311	11,329	30,466	19,806
Other international	566	553	929	1,494
Total net revenues	\$ 79,902	\$ 76,603	\$ 154,678	\$ 140,364
			As of June 30, 2008	As of December 31, 2007
Long-lived assets:				
North America			\$ 40,149	\$ 35,632
Europe			1,150	1,081
Other international			1,486	1,531
Total long-lived assets			\$ 42,785	\$ 38,244

Note 13. Common Stock Repurchase Program

In April 2008, the Company's Board of Directors approved a common stock repurchase program authorizing management to repurchase up to \$50 million of the Company's outstanding common stock. Purchases under the program were made, from time to time, in the open market. During the three months ended June 30, 2008, the Company repurchased 2.2 million shares of common stock at an average price of \$12.65 per share for an aggregate purchase price of \$27.7 million, including commissions. The common stock repurchases reduced additional paid-in capital by \$19.6 million and increased accumulated deficit by \$8.1 million. The remaining authorized amount of stock repurchases under this program is \$22.3 million. All repurchased shares will be retired.

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Note 14. Subsequent Events

Restructuring Plan

In July 2008, the Company announced a restructuring plan to reduce its overall company spending and slow headcount growth while allowing the Company to continue critical investments in its new products and strategic initiatives. The Company announced a reduction in full time headcount and the implementation of discretionary spending cuts, which will have the effect of reducing expenses by \$5 to \$6 million over the second half of the year in selected areas. Additionally, the Company will implement a phased-consolidation of order acquisition operations from corporate headquarters in Santa Clara, California to Juarez, Mexico. The Company anticipates completing the consolidation by the end of 2008, at which time, the headcount in the United States will be transitioned out. Annualized cost savings of \$1.0 to \$1.5 million from this action will be realized in 2009. These actions will result in a restructuring charge of approximately \$2.6 million in the second half of 2008, of which approximately \$2.2 million will be recognized in the third quarter of 2008.

Lease Guarantee

On July 31, 2008, the Company entered into an agreement in favor and for the benefit of Elamex de Juarez, S.A. DE C.V., landlord to International Manufacturing Solutions Operaciones, S.R.L. ("IMS"), Align's third party shelter services provider, to guarantee IMS' lease payments for its facility located in Juarez, Mexico. The current lease for this facility expires in July 2013. Pursuant to the guarantee, the Company is obligated to pay Elamex de Juarez, S.A. DE C.V. for any rents in default by IMS.

In connection with the above guarantee issued by the Company and as of August 1, 2008, the Company is contingently liable for future rental payments of approximately \$1.8 million, which will decrease monthly as IMS pays the monthly rent of approximately \$30,000.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

In addition to historical information, this quarterly report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These statements include, among other things, statements concerning our expectations regarding the release of Invisalign ClinAssist, Invisalign Teen and Vivera including the expected impact these new products and product enhancements will have on doctor utilization and our market share, and with respect to Invisalign ClinAssist the anticipated product release date and product features, our expectations regarding product mix, our expectations regarding the existence and impact of seasonality, the anticipated amount of cost-savings due to the restructuring, the expected amount and timing of the charges to be incurred in connection with these measures, our expectation that our utilization rate will improve over time, our expectations regarding our average selling prices and gross profits in 2008, our intention to continue the integration of Invisalign into the curriculums of additional universities, our expectations regarding the benefit of increased consumer marketing programs, our expectations

in 2008 regarding case shipment volume, the anticipated level of our operating expenses, and the number of doctors trained, statements regarding our stock repurchase program which could be delayed indefinitely by conditions in the stock or debt markets, our need to conserve capital resources for use in our operations and other factors beyond our control, as well as other statements regarding our future operations, financial condition and prospects and business strategies. These statements may contain words such as “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates,” or other words indicating future results. These forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in Item 7 “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, and in particular, the risks discussed below in Part II, Item 1A “Risk Factors”. We undertake no obligation to revise or update these forward-looking statements. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

The following discussion and analysis of our financial condition and results of operations should be read together with our Condensed Consolidated Financial Statements and related notes included elsewhere in this Quarterly Report on Form 10-Q.

Overview

Align Technology, Inc., founded in April 1997, designs, manufactures and markets the Invisalign system, a proprietary method for treating malocclusion, or the misalignment of teeth. Invisalign corrects malocclusion using a series of clear, nearly invisible, removable appliances that gently move teeth to a desired final position. Because it does not rely on the use of metal or ceramic brackets and wires, Invisalign significantly reduces the aesthetic and other limitations associated with braces. We received the United States Food and Drug Administration (“FDA”) clearance to market Invisalign in 1998. The Invisalign system is regulated by the FDA as a Class II medical device.

Each Invisalign treatment plan is unique to the individual patient. Our full Invisalign treatment consists of as many Aligners as indicated by ClinCheck in order to achieve the doctors’ treatment goals. Our Invisalign Express is a dual arch orthodontic treatment for cases that meet certain predetermined clinical criteria and consist of up to ten sets of aligners. Invisalign Express treatment is intended to assist dental professionals to treat a broader range of patients by providing a lower-cost option for adult relapse cases, for minor crowding and spacing, or as a pre-cursor to restorative or cosmetic treatments such as veneers. Invisalign Teen, which was launched in July 2008, is designed to meet the specific needs of the non-adult comprehensive or teen treatment market. Upon completion of an Invisalign or non-Invisalign treatment, the patient may be prescribed our Viverra retainers, a clear aligner set designed for ongoing retention.

A number of factors, the most important of which are set forth below, may affect our results during the remainder of 2008 and beyond.

- *Product innovation—New products and enhancements to existing products.* We believe that product performance and innovation is a cornerstone to our future long-term growth by driving and sustaining product adoption and enhancing the user experience and thereby increasing utilization growth. Currently, the Invisalign system is a single system used by both GPs and orthodontists. We are committed to delivering new products and introducing new product features to better meet the needs of our two customers—orthodontists and GPs—each with distinct and separate needs. Orthodontists want a more robust set of tools for greater predictability, wider applicability and more flexibility in the use of the Invisalign system. On the other hand, typical GPs want greater ease of use, more efficient and simplified diagnostic tools, guidance through the case set-up process, minimal treatment intervention and self-help tools designed to simplify treatment of cases of mild to moderate malocclusion. Based on this knowledge, in July 2008 we announced the release of Invisalign Teen and the anticipated release of Invisalign ClinAssist later this year.

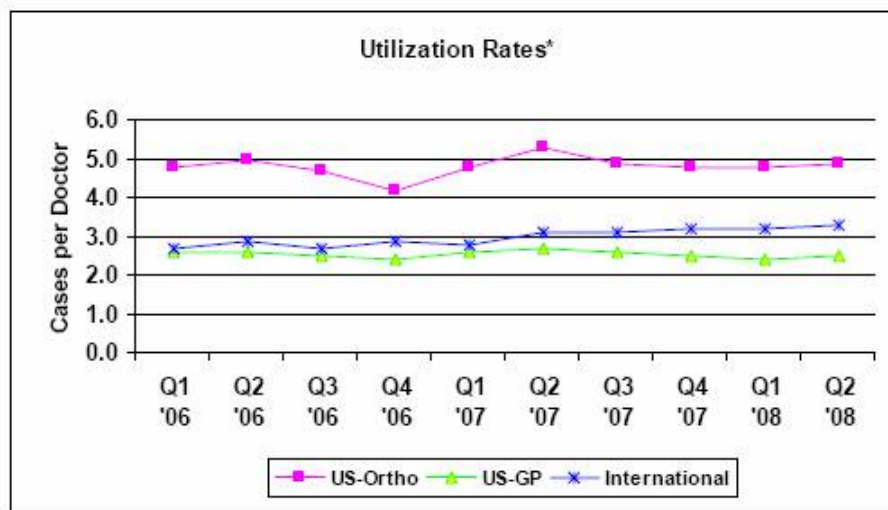
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With the introduction of Invisalign Teen in July, our Invisalign product family now includes a product designed to meet the specific needs of the non-adult comprehensive, or teen market. Invisalign Teen includes features such as an aligner wear indicator to help gauge patient compliance and specially engineered aligner features to address the natural eruption of key teeth and root control issues common in teen patients. Predominantly marketed to orthodontists who treat the vast majority of malocclusion in teen patients, these features make it easier and more efficient for orthodontists to treat those younger patients. The launch of a teen-specific product will make the Invisalign system more applicable to an orthodontist’s patient base, which we believe will increase our penetration into and our share of the teen treatment market.

Invisalign ClinAssist is the first phase of our GP-specific product platform and is intended to help newly-certified and low volume Invisalign GPs accelerate the adoption and frequency of use of Invisalign into their practice. ClinAssist is being designed with built-in monitoring tools and progress tracking.

We believe continuing to introduce new products and product features as well as enhancing the user experience will keep us at the forefront of the market and increase demand for Invisalign. The recent launch of Invisalign Teen and the planned roll out of Invisalign ClinAssist and other future products will rely on new features, tools and delivery options to meet specific clinical demands while providing a family of end-to-end solutions for our customers. We believe enhanced product performance and innovation will continue to drive the adoption and frequency of use (what we call utilization). See Part II, Item 1A—“Risk Factors” for risks related to our ability to develop and successfully introduce new products.

- *Increase customer adoption and utilization.* By increasing adoption through the expansion of our customer base and then increasing utilization by offering new products and feature enhancements to meet the needs of orthodontists and GPs, we believe the overall market for Invisalign and our share of that market will increase. Although we expect that over the long-term our utilization rates will gradually improve, we expect that period over period comparisons of our utilization rates will fluctuate. Our quarterly utilization rates from the first quarter of 2006 through the second quarter of 2008 are as follows:



* Utilization rates = # of cases shipped / # of doctors cases were shipped to

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- Training new orthodontists and general practitioners.* Expanding our customer base through training is a key part of our strategy. Through June 30, 2008, we have trained 30,260 GPs and 8,510 orthodontists in the United States and 13,340 doctors internationally. We expect to train approximately 6,600 GPs and orthodontists worldwide in 2008. In addition, by educating dental students and orthodontic residents on the benefits of the Invisalign technique, we believe they will be more likely to use this technology in their future practices and offer Invisalign as a treatment option. Currently, we have incorporated the Invisalign technique into the curriculum of 38 university programs. We expect additional dental schools to integrate the Invisalign technique into their curricula in the future.
- Focus on education and customer support.* In order to build long-term relationships with our customers and increase utilization, we focus on providing ongoing training, support and services. In early 2008, we announced the introduction of the Aligntech Institute program brand (www.aligntechinstitute.com), which is a new interactive website that will provide clinical education and practice development training. These clinical education and practice development training opportunities will include instructor-led certification classes, seminars and workshops, conference calls, web-based videos, case studies, and other clinical resources. Many of these courses and resources are eligible for continuing education (CE) credits. By participating in these events, we believe that our customers will emerge with a better understanding of the product and its applicability, and with a greater aptitude for starting and finishing Invisalign cases successfully. Our VIP portal (Virtual Invisalign Practice) provides our trained doctors and their staff access to thousands of Invisalign cases and best practices as well as up-to-date support information, programs and marketing materials for continuous support and information access.
- Stimulate demand for Invisalign treatment—Increasing our patient base.* Marketing to the consumer and creating demand is one of our key strategic objectives to driving long-term growth. Our market research indicates that the vast majority of people with malocclusion who desire treatment do not elect traditional treatment because of its many limitations, such as compromised aesthetics and oral discomfort. By communicating the benefits of Invisalign to both dental professionals and consumers, we intend to increase the number of patients who seek Invisalign treatment annually. In 2008, we expect to increase our overall marketing spending in the United States with expenses related to the launch of our new TV advertising campaign which occurred in the first quarter of 2008 and an increased focus on other programs, such as digital online media, designed to raise the profile of Invisalign and drive more consumers to our most experienced doctors. We will incur additional costs in the United States related to bringing new products to market, such as Invisalign Teen and Invisalign ClinAssist. We also intend to initiate similar consumer marketing efforts, but on a smaller scale, in key European countries. Despite the continuing challenges in the U.S. economy and weak consumer spending, we believe that consumer demand creation is critical to our long-term growth. As a result, we will continue to invest in efforts to increase consumer awareness of Invisalign.
- Product mix.* For the six months ended June 30, 2008 and 2007, our Invisalign revenues as a percentage of total net revenues are as follows:

	Six Months Ended June 30,	
	2008	2007
Revenues By Channel		
North American Invisalign:		
Full revenues	68.2%	72.5%
Express revenues	7.7%	7.8%
Total North American Invisalign revenues	75.9%	80.3%
International Invisalign revenues	19.8%	14.8%
Other revenues	4.3%	4.9%
Total net revenues	100.0%	100.0%

We launched Viverra retainers in November 2007 and Invisalign Teen in July 2008, and we anticipate the launch of Invisalign ClinAssist in the latter half of 2008. As a result of and depending upon customer adoption of these new products, as well as the timing of the Invisalign ClinAssist launch, we expect our mix of products to begin shifting gradually in the latter part of 2008 and into 2009. Key features of these new products include staged delivery of retainers with Viverra, staged delivery of aligners with Invisalign ClinAssist, and up to six free replacement aligners with Invisalign Teen. As a result of these features, these new products will have a significantly higher amount of deferred revenue as a percentage of their average selling price compared to our current products. Included in the price of full Invisalign treatment, we offer case refinement, which is a finishing tool used to adjust a patient's teeth to the desired final position. Both Invisalign Teen and Invisalign ClinAssist include a deferral for case refinement. In addition, revenue for the six replacement aligners included in Invisalign Teen will be deferred based on their fair market value until the earlier of replacement aligners being used or until the case is completed. Invisalign ClinAssist will be invoiced upon the first staged shipment and revenue will be deferred to the balance sheet and recognized upon shipment of the final staged shipment. The Viverra retainer subscription includes four shipments per year, and revenue is deferred upon the first shipment and then recognized ratably over the one year subscription period. As these new products increase as a percentage of our total case volume in the latter part of 2008, deferred revenue on our balance sheet will increase.

- *Growth of international markets.* We will continue to focus our efforts towards increasing adoption of Invisalign by dental professionals in our key international markets, Europe and Japan. We expect our international revenues to continue to increase in absolute dollars and as a percentage of total net revenues in the foreseeable future. We continually evaluate cost effective ways to support our customers in smaller and less strategic markets. During 2007, we transitioned the sales of our product in part of the Asia-Pacific and Latin American regions to a distributor model. We will consider selling through distributors in other smaller or less strategic markets as well as consider expanding directly into additional countries on a case-by-case basis.
- *Reliance on international manufacturing operations.* Our manufacturing efficiency has been and will continue to be an important factor in our future profitability. Currently, two of our key production steps are performed in operations located outside of the U.S. At our facility in Costa Rica, dental technicians use a sophisticated, internally developed computer-modeling program to prepare electronic treatment plans. These electronic treatment plans form the basis of ClinCheck and are used to manufacture aligner molds. In addition, we use International Manufacturing Solutions Operaciones, S.R.L. ("IMS"), a third party based in Juarez, Mexico, for the fabrication and packaging of aligners. Our success will depend in part on the efforts and abilities of management to effectively manage these international operations, including our relationship with IMS. In addition, we currently are and will continue to be dependent on IMS's and our ability to hire and retain employees, as well as hire and retain employees with the necessary skills to perform the more technical aspects of our operations. If our management or IMS fail in any of these respects, we could experience production delays and lost or delayed revenue. In addition, even if we have case submissions, we may not have a sufficient number of trained dental technicians in Costa Rica to create the ClinCheck treatment forms, or if IMS is unable to ship our product to our customers on a timely basis, our revenue will be delayed or lost, which will cause our operating results to fluctuate. See *Part II, Item 1A—"Risk Factors" for risks related to our international operations.*
- *Stock Repurchase Program.* On April 29, 2008, we announced that our Board of Directors had approved a stock repurchase program of up to \$50 million. During the three months ended June 30, 2008, we repurchased 2.2 million shares of our common stock at an average price of \$12.65 per share for an aggregate purchase price of \$27.7 million.
- *Seasonal Fluctuations.* Seasonal fluctuations in the number of doctors in their offices and available to take appointments have affected, and are likely to continue to affect, our business. Specifically, our customers often take vacation or are on holiday during the summer months and therefore tend to start fewer cases. These seasonal trends have caused and will likely continue to cause, fluctuations in our quarterly results, including fluctuations in sequential revenue growth rates.
- *Foreign Exchange Rates.* Although the U.S. dollar is our reporting currency, a portion of our revenues and profits are generated in foreign currencies. Revenues and profits generated by subsidiaries operating outside of the United States are translated into U.S. dollars using exchange rates effective during the respective period and as a result are affected by changes in exchange rates. We have generally accepted the exposure to exchange rate movements without using derivative financial instruments to manage this risk. Therefore, both positive and negative movements in currency exchanges rates against the U.S. dollar will continue to affect the reported amount of revenues and profits in our consolidated financial statements.

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- *Restructuring.* In July 2008, we announced a restructuring plan to reduce our overall company spending and slow headcount growth while allowing us to continue critical investments in our new products and strategic initiatives. We announced a reduction in full time headcount and the implementation of discretionary spending cuts, which will have the effect of reducing expenses by \$5 to \$6 million over the second half of the year in selected areas. Additionally, we will implement a phased-consolidation of order acquisition operations from our corporate headquarters in Santa Clara, California to Juarez, Mexico. We anticipate completing the consolidation by the end of 2008, at which time, the headcount in the United States will be transitioned out. Annualized cost savings of \$1.0 to \$1.5 million from this action will be realized in 2009. These actions will result in a restructuring charge of approximately \$2.6 million in the second half of 2008, of which approximately \$2.2 million will be recognized in the third quarter of 2008.
- *Stock-based compensation.* We implemented Statement of Financial Accounting Standards No. 123 (Revised 2004), "Share-based Payment" ("FAS 123R") in 2006, and we expect stock-based compensation to increase until at least 2010, which corresponds to our standard 4 year vesting term. Thereafter, new grants will be expensed over the vesting period, however, this expense may be offset by fully vested grants that are no longer expensed. For the three and six months ended June 30, 2008 and 2007, stock-based compensation expense recognized in accordance with FAS 123R is as follows (in thousands):

	Three Months Ended June 30, 2008		Three Months Ended June 30, 2007		Six Months Ended June 30, 2008		Six Months Ended June 30, 2007	
	Stock-based Compensation	% of net revenues	Stock-based Compensation	% of net revenues	Stock-based Compensation	% of net revenues	Stock-based Compensation	% of net revenues
Cost of revenues	\$ 471	0.6%	\$ 210	0.3%	\$ 861	0.6%	\$ 444	0.3%
Sales and marketing	1,440	1.8%	898	1.2%	2,679	1.7%	1,755	1.3%
General and administrative	2,279	2.9%	1,429	1.8%	4,113	2.7%	2,532	1.8%
Research and development	585	0.7%	328	0.4%	1,133	0.7%	656	0.5%
Total stock-based compensation expense	\$ 4,775	6.0%	\$ 2,865	3.7%	\$ 8,786	5.7%	\$ 5,387	3.9%

Results of Operations

Net revenues:

Invisalign product revenues by channel and other revenues, which represented training and sales of ancillary products, for the three and six months ended June 30, 2008 and 2007 are as follows (in millions):

Net revenues	Three Months Ended June 30,				Six Months Ended June 30,			
	2008	2007	Net Change	% Change	2008	2007	Net Change	% Change
North America:								
Ortho full	\$ 20.9	\$ 22.4	\$ (1.5)	(7.1)%	\$ 41.3	\$ 41.8	\$ (0.5)	(1.2)%
Ortho Express	2.4	2.5	(0.1)	(3.6)%	4.7	4.6	0.1	2.7%
Total Ortho revenues	23.3	24.9	(1.6)	(6.7)%	46.0	46.4	(0.4)	(0.8)%
GP full	33.0	32.9	0.1	0.3%	64.1	59.9	4.2	7.1%
GP Express	3.6	3.5	0.1	3.3%	7.3	6.3	1.0	15.2%
Total GP revenues	36.6	36.4	0.2	0.6%	71.4	66.2	5.2	7.8%
Total North American								
Invisalign	59.9	61.3	(1.4)	(2.4)%	117.4	112.6	4.8	4.3%
International Invisalign	16.4	11.6	4.8	41.3%	30.6	20.8	9.8	47.2%
Total Invisalign revenues	76.3	72.9	3.4	4.6%	148.0	133.4	14.6	11.0%
Other revenues								
Total net revenues	\$ 79.9	\$ 76.6	\$ 3.3	4.3%	\$ 154.7	\$ 140.4	\$ 14.3	10.2%

Case volume data which represents Invisalign case shipment by channel, for the three and six months ended June 30, 2008 and 2007 are as follows (in thousands):

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Invisalign case volume	Three Months Ended June 30,				Six Months Ended June 30,			
	2008	2007	Net Change	% Change	2008	2007	Net Change	% Change
North America:								
Ortho full	14.8	16.8	(2.0)	(11.9)%	29.3	31.0	(1.7)	(5.5)%
Ortho Express	3.3	3.4	(0.1)	(3.4)%	6.3	6.2	0.1	2.7%
Total Ortho volume	18.1	20.2	(2.1)	(10.5)%	35.6	37.2	(1.6)	(4.1)%
GP full	22.1	22.8	(0.7)	(2.7)%	43.1	41.3	1.8	4.0%
GP Express	5.0	4.9	0.1	1.1%	9.9	8.8	1.1	13.3%
Total GP volume	27.1	27.7	(0.6)	(2.0)%	53.0	50.1	2.9	5.7%
Total North American								
Invisalign	45.2	47.9	(2.7)	(5.6)%	88.6	87.3	1.3	1.5%
International Invisalign	9.7	7.1	2.6	35.5%	18.0	12.7	5.3	41.8%
Total Invisalign case volume	54.9	55.0	(0.1)	(0.3)%	106.6	100.0	6.6	6.6%

For the three month period ended June 30, 2008 compared to the same period in 2007, overall net revenues improved as a result of increased International Invisalign revenues partially offset by lower North American Invisalign revenues. International Invisalign revenues benefited from increased case volume, higher average selling prices, and favorable exchange rates against the U.S. dollar. Our North American Invisalign revenues were lower during the second quarter of 2008 compared to the same period in 2007 reflecting a reduction primarily in the Ortho full case volume and partially offset by increased average selling prices as a result of fewer volume rebates. In addition, our second quarter 2007 case shipments included approximately 4,000 incremental cases as we reduced the backlog created by the allocation of capacity to the Patients First Program during the fourth quarter of 2006 and the first quarter of 2007.

For the six month period ended June 30, 2008 compared to the same period in 2007, overall net revenues improved as a result of increased case volume and higher average selling prices primarily in the International channel. International Invisalign revenues benefited from increased case volume, higher average selling prices, and favorable exchange rates against the U.S. dollar. Our North American Invisalign revenues improved during the first half of 2008 compared to the same period in 2007 reflecting increased case volume and increased average selling prices as a result of fewer volume rebates.

For 2008, we expect our total net revenues to increase compared to 2007 primarily due to case volume. We expect our average selling price to be slightly higher in 2008 compared to 2007. We launched Vivera retainers in November 2007 and Invisalign Teen in July 2008 and anticipate the launch of Invisalign ClinAssist in the latter half of 2008. As a result of and depending upon customer adoption of these new products, as well as the timing of the Invisalign ClinAssist launch, we expect our mix of products to begin shifting gradually in the latter part of 2008 and into 2009. These new products will have a significantly higher amount of deferred revenue as a percentage of their average selling price, compared to our current products. As these new products increase as a percentage of our total case volume in the latter part of 2008, deferred revenue on our balance sheet will increase.

Cost of revenues and gross profit:

(In millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2008	2007	Change		2008	2007	Change	
Cost of revenues	\$ 20.2	\$ 20.2	\$ —		\$ 39.9	\$ 37.8	\$ 2.1	
% of net revenues	25.3%	26.4%			25.8%	26.9%		
Gross profit	\$ 59.7	\$ 56.4	\$ 3.3		\$ 114.8	\$ 102.6	\$ 12.2	

Gross profit %	74.7%	73.6%	74.2%	73.1%
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Cost of revenues includes salaries for staff involved in the production process, costs incurred by IMS, a third party shelter service provider in Juarez, Mexico, the cost of materials, packaging, shipping costs, depreciation on capital equipment used in the production process, training costs and stock-based compensation expense.

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Gross profit improved during the second quarter of 2008 compared to the same period in 2007 as a result of increased average selling prices. The improvement in gross profit during the first half of 2008 compared to same period in 2007 reflects an increase in average selling prices, and higher case volume over our relatively fixed cost structure, which resulted in a decrease to our per unit standard cost. Additionally, cost reductions resulting from improved operating efficiencies also contributed to the increase in gross profit.

We anticipate our gross profit in 2008 to be higher than 2007 due to increased case volume, higher average selling prices and improved operating efficiencies, partially offset by increases in fuel surcharges and aligner raw material costs.

Sales and marketing:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
Sales and marketing	\$ 32.5	\$ 24.4	\$ 8.1	\$ 60.5	\$ 47.5	\$ 13.0
% of net revenues	40.6%	31.8%		39.1%	33.8%	

Sales and marketing expense includes sales force compensation (including travel-related costs), marketing personnel-related costs, media and advertising, clinical education, product marketing and stock-based compensation expense.

Our sales and marketing expenses increased during the three months ended June 30, 2008 compared to the same period in 2007 primarily as a result of increased expenditures for media of \$2.3 million, and \$1.8 million related to new product development costs, including market research, clinical education, and professional marketing. Payroll-related expenses increased \$1.7 million for the three months ended June 30, 2008, as a result of increased headcount and other administrative expenses also increased \$1.3 million for the three months ended June 30, 2008. Additionally, stock-based compensation expense increased \$0.5 million and commissions increased \$0.5 million in the three months ended June 30, 2008 compared to the same period in 2007.

For the six months ended June 30, 2008, the increase in sales and marketing expenses was due to increased expenditures for new product development costs, including marketing research, clinical education, and professional marketing of \$2.8 million, and increases in media of \$2.9 million, and website and marketing events of \$0.6 million. Payroll-related expenses increased \$2.8 million as a result of increased headcount and other administrative expenses increased \$2.1 million for the six months ended June 30, 2008. In addition, stock-based compensation expense increased \$0.9 million and commissions increased \$0.6 million in the six months ended June 30, 2008 compared to the same period in 2007.

For 2008, we expect sales and marketing expense, including stock-based compensation, to be higher than in 2007, as we expanded our North American sales force in late 2007 and anticipate expanding our international sales force in 2008. In addition, we expect to increase marketing spending in the United States and Europe with a focus on consumer advertising, including television and print media. We have incurred and will continue to incur additional costs in the United States related to bringing new products to market, such as Vivera, Invisalign Teen and Invisalign ClinAssist.

General and administrative:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
General and administrative	\$ 16.3	\$ 11.9	\$ 4.4	\$ 31.5	\$ 24.1	\$ 7.4
% of net revenues	20.4%	15.6%		20.4%	17.1%	

General and administrative expense includes salaries for administrative personnel, outside consulting services, legal expenses and stock-based compensation expense.

General and administrative expenses increased during the three months ended June 30, 2008 compared to the same period in 2007 primarily due to higher payroll-related expenses of \$1.8 million resulting from increased headcount and a \$0.8 million increase in stock-based compensation expense. In addition, we received a \$1.6 million credit for an insurance reimbursement of legal costs associated with the OrthoClear litigation in the second quarter of 2007.

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General and administrative expenses increased during the six months ended June 30, 2008 compared to the same period in 2007 primarily due to higher payroll-related expenses of \$2.8 million resulting from increased headcount, a \$0.9 million increase in hardware and software expenses and a \$1.6 million increase in stock-based compensation expense. In addition, accounting, legal and consulting expenses for the six months ended June 30, 2008 also increased \$2.1 million, which is net of the \$1.6 million credit for an insurance reimbursement of legal costs associated with the OrthoClear litigation in the second quarter of 2007.

For 2008, we expect general and administrative expense, including stock-based compensation, to be higher than 2007 due to increased headcount and other compensation expenses, higher outside services resulting from our information technology projects and higher legal fees as a result of the \$1.6 million

insurance credit we received in 2007.

Research and development:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
Research and development	\$ 7.0	\$ 6.7	\$ 0.3	\$ 14.3	\$ 12.4	\$ 1.9
% of net revenues	8.8%	8.7%		9.2%	8.8%	

Research and development expense includes the personnel-related costs and outside consulting expenses associated with the research and development of new products and enhancements to existing products, conducting clinical and post-marketing trials and stock-based compensation expense.

Research and development expenses increased during the three months ended June 30, 2008 compared to the same period in 2007 primarily due to increased payroll-related expenses of \$0.8 million resulting from additional headcount offset by reduced consulting expenses of \$0.7 million.

Research and development expenses increased during the six months ended June 30, 2008 compared to the same period in 2007 primarily due to increased payroll-related expenses of \$1.9 million resulting from additional headcount.

For 2008, we expect research and development spending to increase from 2007 primarily due to higher payroll and compensation-related expenses.

Patients First Program:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
Patients First Program	\$ —	\$ —	\$ —	\$ —	\$ (1.8)	\$ 1.8
% of net revenues	—%	—%		—%	-1.3%	

As part of the OrthoClear Agreement in October 2006, OrthoClear agreed to stop the importation of aligners into the United States and discontinue all aligner business operations worldwide. As a result, most OrthoClear patients were unable to complete their orthodontic treatment with OrthoClear. In an attempt to help minimize treatment disruptions for the OrthoClear patients and their doctors, we committed to make treatment available to these patients at no additional cost under the "Patients First Program". In the fourth quarter of 2006, we recorded an \$8.3 million charge for the anticipated costs of completing this program. Subsequently, in the first quarter of 2007, we reduced our Patients First Program accrual by \$1.8 million to reflect a reduction of our initial estimate to the number of cases actually received by the case submission deadline. We shipped virtually all Patients First Program cases by June 30, 2007.

Interest and other income, net:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
Interest income	\$ 0.7	\$ 0.9	\$ (0.2)	\$ 1.9	\$ 1.6	\$ 0.3
Interest expense	—	(0.1)	0.1	—	(0.3)	0.3
Other income (expense), net	(0.3)	(0.1)	(0.2)	(0.5)	(0.2)	(0.3)
Total interest and other, net	\$ 0.4	\$ 0.7	\$ (0.3)	\$ 1.4	\$ 1.1	\$ 0.3

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Interest and other income, net, includes interest income earned on cash balances, and interest expense on debt, foreign currency translation gains and losses and other miscellaneous charges.

Interest income, net for the three months ended June 30, 2008 decreased compared to the three months ended June 30, 2007 primarily due to lower average cash, cash equivalents and marketable securities balances in the second quarter of 2008 resulting from the \$27.7 million stock repurchase in May and June 2008 and lower interest rates.

Interest income, net for the six months ended June 30, 2008 increased compared to the six months ended June 30, 2007 primarily due to higher average cash, cash equivalents and marketable securities balances in the first half of 2008 compared to 2007, partially offset by lower interest rates. In addition, we also incurred interest expense on the outstanding balance of our line of credit in the first six months of 2007. We repaid the outstanding balance of our credit facility during the first six months of 2007 and had no outstanding borrowings as of June 30, 2008.

Other income (expense), net decreased in the three and six months ended June 30, 2008 compared to the same periods in 2007 reflecting the decreases in foreign currency translation gains.

Income tax provision:

(In millions)	Three Months Ended June 30,			Six Months Ended June 30,		
	2008	2007	Change	2008	2007	Change
Provision for income taxes	\$ 0.3	\$ 0.5	\$ (0.2)	\$ 0.6	\$ 1.0	\$ (0.4)

We recorded an income tax provision of \$0.3 million and \$0.5 million for the three months ended June 30, 2008 and 2007, respectively, representing effective tax rates of 6.6% and 3.6%. We recorded an income tax provision of \$0.6 million and \$1.0 million for the six months ended June 30, 2008 and 2007, respectively, representing effective tax rates of 5.8% and 4.6%. Our effective tax rate for the remainder of 2008 may fluctuate based upon our operating results for each taxable jurisdiction in which we operate and the amount of statutory tax that we incur in each jurisdiction.

We exercise significant judgment in regards to estimates of future market growth, forecasted earnings and projected taxable income, in determining the provision for income taxes, and for purposes of assessing our ability to utilize any future tax benefit from deferred tax assets. We have historically experienced operating losses and have significant net operating loss and tax credit carryforwards. We have considered our future taxable income and tax planning strategies in assessing our valuation allowance. Future taxable income is based upon our estimates, and actual results may significantly differ from these estimates. If in the future we determine that we would be able to realize our deferred tax assets in excess of the net amount recorded, we would record an adjustment to the deferred tax asset and valuation allowance, increasing income in the period such determination was made.

Liquidity and Capital Resources

We fund our operations from product sales, the proceeds from the sale of our common stock, and from occasional borrowings under our available credit facility. As of June 30, 2008 and December 31, 2007 we had the following cash and cash equivalents, and short-term marketable securities (in thousands):

	June 30, 2008	December 31, 2007
Cash and cash equivalents	\$ 64,339	\$ 89,140
Marketable securities, short-term	45,723	38,771
Total	<u>\$ 110,062</u>	<u>\$ 127,911</u>

Net cash provided by operating activities was \$13.6 million for the six months ended June 30, 2008, resulting primarily from our net profit of \$9.3 million adjusted for non-cash items such as depreciation and amortization, amortization of intangibles and stock-based compensation expense totaling \$15.0 million. These increases in cash flows from operating activities were partially offset by a \$5.5 million increase in accounts receivable and a \$5.7 million decrease in accrued and other long-term liabilities.

Net cash provided by operating activities was \$13.7 million for the six months ended June 30, 2007, resulting primarily from our net profit of \$20.6 million adjusted for non-cash items such as depreciation, amortization and stock-based compensation totaling \$12.0 million. These increases in cash flows from operating activities were partially offset by a \$13.4 million increase in accounts receivable and a \$5.6 million reduction in accrued liabilities.

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Net cash used in investing activities was \$18.1 million for the six months ended June 30, 2008, which largely consisted of \$8.8 million of net purchases of marketable securities and \$9.6 million used for the purchase of property and equipment. Net cash used in investing activities was \$10.5 million for the six months ended June 30, 2007, which largely consisted of \$7.4 million of net purchases of marketable securities and \$3.4 million used for the purchase of property and equipment.

Net cash used in financing activities was \$20.3 million for the six months ended June 30, 2008, which resulted primarily from our \$27.7 million stock repurchase offset by \$7.5 million in proceeds from the issuance of our common stock, primarily from exercises of employee stock options. Net cash provided by financing activities was \$7.1 million for the six months ended June 30, 2007, which consisted of \$18.5 million in proceeds from the issuance of common stock, primarily from exercises of employee stock options. This increase was partially offset by the repayment of \$11.5 million against the outstanding balance on our line of credit.

Net proceeds from the issuance of our common stock related to the exercise of employee stock options have historically been a significant component of our liquidity. In 2006, we began granting restricted stock units ("RSUs") which, unlike stock options, do not generate cash from exercises. As a result, we will likely generate less cash from the proceeds of the sale of our common stock in future periods. In addition, because RSUs are taxable to the individuals when they vest, the number of shares we issue to each of our executive officers will be net of applicable withholding taxes which will be paid by us on their behalf. During the first six months of 2008, we paid \$0.2 million of taxes related to RSUs that vested during the period for executive officers.

Effective January 1, 2008, the available borrowings under the revolving line of credit is \$25 million. This credit facility matures on December 31, 2008. During the first six months of 2007, we repaid \$11.5 million of our outstanding borrowing on this credit facility. As of June 30, 2008, we have no outstanding borrowings under this credit facility. We are in compliance with the financial covenant of this credit facility.

On April 29, 2008, we announced that our Board of Directors had approved a stock repurchase program of up to \$50 million. As of June 30, 2008, the Company repurchased 2.2 million shares of common stock at an average price of \$12.65 per share for an aggregate purchase price of \$27.7 million including commissions. The remaining authorized amount of stock repurchases under this program is \$22.3 million.

In July 2008, we announced a restructuring plan to reduce our overall company spending and slow headcount growth while allowing us to continue critical investments in our new products and strategic initiatives. We announced a reduction in full time headcount and the implementation of discretionary spending cuts, which will have the effect of reducing expenses by \$5 to \$6 million over the second half of the year in selected areas. Additionally, we will implement a phased-consolidation of order acquisition operations from corporate headquarters in Santa Clara, California to Juarez, Mexico. We anticipate completing the consolidation by the end of 2008, at which time, the headcount in the United States will be transitioned out. Annualized cost savings of \$1.0 to \$1.5 million from this action will be realized in 2009. These actions will result in a restructuring charge of approximately \$2.6 million in the second half of 2008, of which approximately \$2.2 million will be recognized in the third quarter of 2008.

On July 31, 2008, we entered into an agreement in favor and for the benefit of Elamex de Juarez, S.A. DE C.V., landlord to International Manufacturing Solutions Operaciones, S.R.L. ("IMS"), our third party shelter services provider, to guarantee IMS's lease payments for its facility located in Juarez, Mexico. The current lease for the facility expires in July 2013. Pursuant to the guarantee, we are obligated to pay Elamex de Juarez, S.A. DE C.V. for any rents in default by IMS. As of August 1, 2008, we are contingently liable for future rental payments of approximately \$1.8 million which will decrease monthly as IMS pays the monthly rent of approximately \$30,000.

Contractual Obligations

As of June 30, 2008 there were no other material changes to our contractual obligations outside the ordinary course of business from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2007.

Critical Accounting Policies

Management's discussion and analysis of our financial condition and results of operations is based upon our Condensed Consolidated Financial Statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of financial statements requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses and disclosures at the date of the financial statements. We evaluate our estimates on an on-going basis, including those related to revenue recognition, accounts receivable, legal contingencies and income taxes. We use authoritative pronouncements, historical experience and other assumptions as the basis for making estimates. Actual results could differ from those estimates.

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We believe the following critical accounting policies reflect our most significant estimates, judgments and assumptions used in the preparation of our consolidated financial statements. These critical accounting policies and related disclosures appear in our Annual Report on Form 10-K for the year ended December 31, 2007.

- Revenue recognition;
- Stock-based compensation expense;
- Long-lived assets, including finite lived purchased intangible assets;
- Deferred tax valuation allowance.

There have been no significant changes in our critical accounting policies during the six months ended June 30, 2008 compared to what was previously disclosed in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations* included in our Annual Report on Form 10-K for the year ended December 31, 2007.

Recent Accounting Pronouncements

See Note 1 "Summary of Significant Accounting Policies" of the Notes to Condensed Consolidated Financial Statements for a discussion of recent accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For quantitative and qualitative disclosures about market risk affecting us, see Item 7A, "Quantitative and Qualitative Disclosures About Market Risk," in our Annual Report on Form 10-K for the year ended December 31, 2007, which is incorporated herein by reference. Our exposure to market risk has not changed materially since December 31, 2007.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures.

Under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon that evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that our disclosure controls and procedures are effective as of June 30, 2008 to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure, and that such information is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms.

Changes in internal control over financial reporting.

There was no change in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

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PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Ormco

On January 6, 2003, Ormco Corporation ("Ormco") filed suit against us in the United States District Court for the Central District, Orange County Division, asserting infringement of U.S. Patent Nos. 5,447,432, 5,683,243 and 6,244,861. Ormco is a division of Sybron Dental Specialties (a Danaher Corporation subsidiary). The complaint sought unspecified monetary damages and injunctive relief. On February 18, 2003, we answered the complaint and asserted counterclaims seeking a declaration by the Court of invalidity and non-infringement of the asserted patents. In addition, we counterclaimed for infringement of our U.S. Patent No. 6,398,548, seeking unspecified monetary damages and injunctive relief. Ormco filed a reply to our counterclaims on March 10, 2003 and asserted counterclaims against us seeking a declaration by the Court of invalidity and non-infringement of U.S. Patent No. 6,398,548. We amended our counterclaim to add Allesee Orthodontic Appliances, Inc. ("AOA"), a wholly-owned subsidiary of Ormco, as a counterdefendant in regard to

our counterclaim of infringement of U.S. Patent No. 6,398,548. The Court then permitted Ormco to amend its Complaint and permitted us to amend our counterclaim to add an additional patent each. Ormco filed a first amended complaint for infringement of U.S. Patent No. 6,616,444 on October 15, 2003. On October 27, 2003, we filed an answer to Ormco's first amended complaint and a counterclaim for invalidity and non-infringement of U.S. Patent No. 6,616,444 and for infringement of U.S. Patent No. 6,554,611.

In connection with these claims, the Court granted five motions for summary judgment that we filed. First, on May 14, 2004, the Court granted our motion for summary judgment of non-infringement, finding that our Invisalign system does not infringe any of the asserted Ormco patents (5,447,432, 5,683,243, 6,244,861 and 6,616,444). Second, on July 2, 2004, the Court granted in part our motion for summary judgment of infringement, finding that Ormco and AOA infringe certain, but not all, claims of our patents Nos. 6,398,548 and 6,554,611 through the manufacture and sale of Red, White & Blue appliances. Third, on August 26, 2004, the Court granted our motion for summary judgment of invalidity of Ormco's asserted patents claims (5,447,432, 5,683,243, 6,244,861 and 6,616,444). As noted above, the Court earlier found that we do not infringe these patents. In addition, the Court also denied Ormco's and AOA's motion for summary judgment seeking a finding of invalidity of our asserted patent claims (6,398,548 and 6,554,611). Fourth, the Court granted our summary judgment motion that our asserted patent claims are not invalid based on the evidence currently before the Court. Although the Court granted that motion, it reopened discovery on two additional invalidity arguments Ormco and AOA asserted. Fifth, the Court also granted our summary judgment motion that our patents are not unenforceable and granted Ormco's and AOA's summary judgment motion that Ormco and AOA did not willfully infringe our patents.

On December 20, 2004, we filed a further summary judgment motion that our asserted claims are not invalid based on Ormco's and AOA's new evidence. Ormco and AOA filed a counter-summary judgment motion that our asserted claims are invalid based on this new evidence. The motions were heard by the Court on February 7, 2005. On February 24, 2005, the Court granted our motion in part, confirming the validity of all of the asserted claims of our 6,554,611 patent and two of the asserted claims of our 6,398,548 patent. The Court also granted Ormco's and AOA's motion in part, finding certain claims of our 6,398,548 patent to be invalid in view of prior use evidence. On March 10, 2005, Ormco and AOA moved for reconsideration of the Court's ruling that Claims 10 and 17 of our U.S. Patent No. 6,398,548 are not invalid. On April 8, 2005, the Court ruled that it would adhere to its previous ruling that Claims 10 and 17 of our 6,398,548 patent are not invalid.

On March 28, 2005, we filed a motion for permanent injunction to prevent Ormco and AOA from selling the infringing Red, White & Blue system. On May 26, 2005, the Court issued a permanent injunction (the "Permanent Injunction") to enjoin Ormco and AOA from further infringement of Claims 10 and 17 of our 6,398,548 patent and Claims 1-3 and 7 of our 6,554,611 patent. On May 31, 2005, Ormco and AOA filed a notice of appeal with the Federal Circuit from the Permanent Injunction.

There have been two appeals. After the Permanent Injunction was entered, Ormco and AOA appealed that injunction and the orders of the District Court on summary judgment on which the injunction was based. Oral argument took place on April 3, 2006. Following oral argument, the U.S. Court of Appeals for the Federal Circuit ("CAFC") issued a ruling declaring two out of a total of seventy-one claims in our US Patent No. 6,398,548 and four out of a total of ten claims in US Patent No. 6,554,611 to be invalid as "obvious." The CAFC's decision reverses the California District Court summary judgment order of validity.

The 6,398,548 patent consists of 71 claims; only claims 10 and 17 were at issue in the first appeal and CAFC ruling. These two claims are directed to a system of appliances and method of repositioning teeth from an initial to a final tooth arrangement where at least some of the appliances are marked to show order of use. These claims contain further limitations requiring instructions as to the order in which the appliances are to be worn and use of the appliances in intervals of 2-20 days.

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The 6,554,611 patent consists of ten claims directed to a system for repositioning teeth that includes one or more intermediate appliances and a final appliance, provided in a single package, as well as instructions which set forth the order in which the appliances are to be worn. The CAFC's ruling pertains only to claims 1, 2, 3 and 7 in the patent.

The second appeal was from the final judgment. Ormco appealed the ruling of the District Court that 92 claims in four of its patents are not infringed by us and that the asserted claims are invalid. We appealed the ruling of the District Court that certain claims of our 6,398,548 patent which were found to be infringed by Ormco's and AOA's Red, White & Blue appliances were invalid. The CAFC issued a ruling on August 24, 2007, affirming the District Court's ruling that 86 out of 92 claims in Ormco's 5,447,432, 5,683,243, 6,244,861 and 6,616,444 patents are invalid and not infringed by us. The CAFC reversed the District Court's non-infringement and invalidity rulings on six claims in Ormco's 6,616,444 patent, which will be returned to the District Court for a determination of validity and infringement of those claims. The Court has denied Ormco's petition for rehearing with respect to the portion of the Federal Circuit's opinion that affirmed the District Court's ruling of non-infringement and non-enablement of the 86 claims.

On our cross-appeal, the CAFC affirmed the District Court's finding that six claims in our 6,398,548 patent (claims 1-3 and 11-13) are invalid. These six claims are directed to a system of appliances and method of repositioning teeth from an initial to a final tooth arrangement where at least some of the appliances are marked to show the order of use. The majority of the claims in the 6,398,548 patent, including claims that address methods of fabricating aligners, digital data sets or computer-generated models to fabricate appliances, are unaffected by the second appeal and the CAFC's ruling.

Ormco filed a petition for review with the U.S. Supreme Court with respect to the portion of the CAFC's opinion that affirmed the District Court's ruling of non-infringement and non-enablement of Ormco's 86 claims. The Supreme Court denied Ormco's petition. In addition, the District Court has set a schedule for the case to proceed on the six claims in Ormco's '444 patent which were returned to the District Court for further proceedings. The parties are currently conducting discovery. Trial dates have been set for February 10, 2009 on liability issues, and for September 2009 on damages issues.

Other matters

USPTO

During fiscal 2005 and 2006, requests were filed with the United States Patent and Trademark Office ("USPTO") by a San Francisco, California, law firm, acting on behalf of an unnamed party, requesting Ex Parte re-examination of our patents. A Reexamination Certificate has been issued regarding the 6,309,215, 6,398,548, 6,705,863, 6,217,325, 6,722,880 and 6,318,994 patents and therefore these patents are no longer in reexamination. We received an Action Closing Prosecution on the 6,685,469 patent. The status of the 5,975,893 patent and the 6,629,840 patent is as follows:

U.S. Patent No.	Request for Reexamination Granted?	Initial Office Actions Received?	Status
5,975,893	Yes	Yes	On January 26, 2006, a first office action was issued rejecting all claims of U.S. Patent No. 5,975,893 (the '893 patent). We responded to this initial office action. A Final Office Action was issued by the USPTO on June 23, 2006 rejecting the pending claims of Align's response. On August 23, 2006, we filed an amendment and on February 14, 2007 we filed a supplementary amendment each in response to this Final Office Action, which included claims discussed in an interview with the Examiners. On June 27, 2007, we filed a supplemental amendment per examiner's recommendations which corrected certain informalities noted by the examiners in a May 22, 2007 interview. We have received a Notice of Intent to Issue an Ex Parte Reexam Certificate dated September 18, 2007.

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As part of the OrthoClear Agreement, OrthoClear agreed to take no further action with respect to the Inter Parte Requests, including the 6,629,840 patent.

Patent No.	Request for Reexamination Granted?	Initial Office Actions Received?	Status
6,629,840	Yes	Yes	In this initial Office Action dated June 13, 2006, the examiners confirmed the validity of eight of the eleven claims of U.S. Patent No. 6,629,840 (the '840 patent) without amendment and preliminarily rejected the remaining claims of the patents. The non-final initial Office Action presented us with the first opportunity to respond to the USPTO's review and interpretation of the prior art. On September 13, 2006, we submitted a response to the initial Office Action. A petition seeking a waiver was filed on February 15, 2007 and was granted on April 17, 2007, granting a single interview. The interview was held on May 22, 2007, and an Interview Summary was filed with the USPTO on June 21, 2007. We are awaiting further action by the USPTO.

Class Action

On May 18, 2007, Debra A. Weber filed a consumer class action lawsuit against us, OrthoClear, Inc. and OrthoClear Holdings, Inc. (d/b/a OrthoClear, Inc.) in Syracuse, New York, U.S. District Court. The complaint alleges two causes of action against the OrthoClear defendants and one cause of action against us for breach of contract. The cause of action against us, titled "Breach of Third Party Benefit Contract" references our agreement to make Invisalign treatment available to OrthoClear patients, alleging that we failed "to provide the promised treatment to Plaintiff or any of the class members".

On July 3, 2007, we filed our answer to the complaint and asserted 17 affirmative defenses. On July 20, 2007, we filed a motion for summary judgment on the Third Cause of Action (the only cause of action alleged against us). On August 24, 2007, Weber filed a motion for class certification. On October 1, 2007, we filed an opposition to the motion of class certification and we are currently awaiting rulings from the Court. OrthoClear has filed a motion to dismiss. The initial case management conference and all discovery has been stayed pending the Court's decision on the motion for class certification, OrthoClear's motion to dismiss and our motion for summary judgment.

Litigating claims of the types discussed in this Quarterly Report on Form 10-Q, whether or not ultimately determined in our favor or settled by us, is costly and diverts the efforts and attention of our management and technical personnel from normal business operations. Any of these results from litigation could adversely affect our results of operations and stock price. From time to time, we have received, and may again receive, letters from third parties drawing our attention to their patent rights. While we do not believe that we infringe any such rights that have been brought to our attention, there may be other more pertinent proprietary rights of which we are presently unaware.

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ITEM 1A. RISK FACTORS

We have only recently returned to profitability. If we fail to sustain or increase profitability or revenue growth in future periods, the market price for our common stock may decline.

While we returned to profitability in 2007 and into the first half of 2008, we experienced a net loss in each quarter of 2006. If we are to sustain or increase profitability in future periods, we will need to continue to increase our revenues, while controlling our expenses. While we generated positive operating cash flow in 2007 and into the first half of 2008, we experienced negative cash flow in 2006. We cannot be certain that we will be able to achieve

positive cash flow from operations, from period to period, in the future. Because our business is evolving, it is difficult to predict our future operating results or levels of growth, and we have in the past not been and may in the future not be able to sustain our historical growth rates. If we do not increase profitability or revenue growth or otherwise meet the expectations of securities analysts or investors, the market price of our common stock will likely decline.

Our financial results have fluctuated in the past and may fluctuate in the future which may cause volatility in our stock price.

Our operating results have fluctuated in the past and we expect our future quarterly and annual operating results to fluctuate as we focus on increasing doctor and consumer demand for our products. These fluctuations could cause our stock price to decline. Some of the factors that could cause our operating results to fluctuate include:

- limited visibility into and difficulty predicting the level of activity in our customers' practices from quarter to quarter;
- changes in the timing of receipt of case product orders during a given quarter which, given our cycle time and the delay between case receipts and case shipments, could have an impact on which quarter revenue can be recognized;
- changes in product mix;
- seasonal fluctuations in the number of doctors in their offices and available to take appointments;
- success of marketing programs from quarter to quarter;
- changes in the timing of revenue recognition with the introduction of new products such as Invisalign ClinAssist and Invisalign Teen;
- unanticipated delays in production caused by insufficient capacity;
- any disruptions in the manufacturing process, including unexpected turnover in the labor force or the introduction of new production processes or natural or other disasters beyond our control;
- the development and marketing of directly competitive products by existing and new competitors;
- aggressive price competition from competitors;
- costs and expenditures in connection with litigation;
- inaccurate forecasting of revenues, production and other operating costs; and
- investments in research and development to develop new products and enhancements to Invisalign.

To respond to these and other factors, we may need to make business decisions that could adversely affect our operating results such as modifications to our pricing policy, business structure or operations. Most of our expenses, such as employee compensation and lease payment obligations, are relatively fixed in the short term. Moreover, our expense levels are based, in part, on our expectations regarding future revenue levels. As a result, if our revenues for a particular period fall below our expectations, whether caused by changes in consumer spending, consumer preferences, weakness in the U.S. or global economies, changes in customer behavior related to advertising and prescribing our product, or other factors, we may be unable to adjust spending quickly enough to offset any shortfall in revenues. Due to these and other factors, we believe that quarter-to-quarter comparisons of our operating results may not be meaningful. You should not rely on our results for any one quarter as an indication of our future performance.

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We depend on the sale of the Invisalign system for the vast majority of our revenues, and any decline in sales of Invisalign for any reason, including as a result of a decline in general economic conditions, or a decline in average selling prices would adversely affect revenues, gross margin and net profits.

We expect that revenues from the sale of the Invisalign system will continue to account for the vast majority of our total revenues for the foreseeable future. Continued and widespread market acceptance of Invisalign by orthodontists, GPs and consumers is critical to our future success. If orthodontists and GPs experience a reduction in consumer demand for orthodontic services, if consumers prove unwilling to adopt Invisalign as rapidly as we anticipate or in the volume that we anticipate, if orthodontists or GPs choose to use a competitive product rather than Invisalign or if the average selling price of our product declines as it has in the past, our operating results would be harmed. Factors that could cause Invisalign not to achieve market acceptance at the rate at which we expect, as well as the risk related to declining average selling prices are described more fully below.

Orthodontists and GPs may not adopt Invisalign in sufficient numbers or as rapidly as we anticipate.

Our success depends upon increasing acceptance and frequency of use of the Invisalign system by dental professionals (what we refer to as utilization). Invisalign requires orthodontists, GPs and their staff to undergo special training and learn to interact with patients in new ways. Increasing adoption and cumulative use by orthodontists and GPs will depend on factors such as the capability, safety, efficacy, ease of use, price, quality and reliability of our products, our ability to provide effective sales support, training and service and the availability of competing products, technologies and alternative treatments. In addition, unanticipated poor clinical performance of Invisalign could result in significant adverse publicity and, consequently, reduced acceptance by dental professionals. Also increased competition from direct competitors could cause us to lose market share and reduce dental professionals' efforts and commitment to expand their Invisalign practice. If adoption and utilization does not increase as we anticipate, our revenues may fail to grow as expected and our operating results may be harmed.

Consumers may not adopt Invisalign in sufficient numbers or as rapidly as we anticipate.

Invisalign represents a significant change from traditional orthodontic treatment, and consumers may be reluctant to accept it or may not find it preferable to traditional treatment. We have generally received positive feedback from both orthodontists, GPs and consumers regarding Invisalign as both an alternative to braces and as a clinical method for treatment of malocclusion, but a number of dental professionals believe that Invisalign is appropriate for only a limited percentage of their patients. Market acceptance will depend in part upon the recommendations of dental professionals, as well as other factors including effectiveness, safety, ease of use, reliability, aesthetics, greater comfort and hygiene compared to traditional orthodontic products and price for Invisalign compared to competing products. Furthermore, consumers may not respond to our direct marketing campaigns or we may be unsuccessful in reaching our target audience. In addition, consumer spending habits are affected by, among other things, prevailing economic conditions, levels of employment, salaries and wage rates, gas prices, consumer confidence and consumer perception of economic conditions. A general slowdown in the United States economy and certain international economies or an uncertain economic outlook would adversely affect consumer spending habits which could have a material adverse effect on our sales and operating results.

The frequency of use by orthodontists or GPs may not increase at the rate that we anticipate or at all.

One of our key objectives is to continue to increase utilization, or the adoption and frequency of use, of the Invisalign system by new and existing customers. If utilization of Invisalign by our existing and newly trained orthodontists or GPs does not occur or does not occur as quickly as we anticipate, our operating results could be harmed.

We may experience declines in average selling prices of our products.

In response to challenges in our business, including increased competition, in November 2005, we reduced the list price of full Invisalign cases and in the third quarter of 2005 we introduced Invisalign Express, a lower-cost solution for less complex cases. In addition, in the fourth quarter of 2005, we expanded our volume based discount program to all doctors. As a result of these programs, the blended average selling price of our products declined in 2006 compared to 2005. Additionally in Europe, we introduced new pricing initiatives in the first quarter of 2006 which resulted in a lower average selling price. Although our blended average selling prices increased in 2007 and in the first half of 2008 compared to 2006 primarily as a result of a product mix shift towards full Invisalign and an increasing number of lower volume GPs who did not attain volume discount levels, if we are to introduce any similar discount programs in the future or if participation in these programs increases, our revenues, gross margin and net profits (losses) may be adversely affected.

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Our future success may depend on our ability to develop and successfully introduce new products.

Our future success may depend on our ability to develop, manufacture, market, and obtain regulatory approval or clearance of new products. We launched Invisalign Teen in July 2008 and anticipate the launch of Invisalign ClinAssist in the latter half of 2008. There can be no assurance that we will be able to successfully develop, sell and achieve market acceptance of these and other new products and applications and enhanced versions of our existing product. The extent of, and rate at which, market acceptance and penetration are achieved by future products is a function of many variables, which include, among other things, our ability to include functionality and features that address customer requirements, the availability of third-party reimbursement of procedures using our new products, the existence of competing products and general economic conditions affecting purchasing patterns. In addition, even if our new products are successfully introduced, it is unlikely that they will rapidly gain market share and acceptance primarily due to the relatively long period of time it takes to successfully treat a patient. Since it takes approximately 12 to 24 months to treat a patient, our customers may be unwilling to rapidly adopt our new products until they successfully complete at least one case or until more historical clinical results are available.

Our ability to market and sell new products may also be subject to government regulation, including approval or clearance by the United States Food and Drug Administration ("FDA"), and foreign government agencies. Any failure in our ability to successfully develop and introduce or achieve market acceptance of our new products or enhanced versions of existing products could have a material adverse effect on our operating results and could cause our revenues to decline.

A disruption in the operations of our key shipper or higher shipping costs could cause a decline in our revenues or a reduction in our earnings.

We are dependent on commercial freight carriers, primarily UPS, to deliver our products. If the operations of these carriers are disrupted for any reason, we may be unable to deliver our products to our customers on a timely basis. If we cannot deliver our products in an efficient and timely manner, our customers may reduce their orders from us and our revenues and operating profits could materially decline. In a rising fuel cost environment, our freight costs will increase. If freight costs materially increase and we are unable to pass that increase along to our customers for any reason or otherwise offset such increases in our cost of revenues, our gross margin and financial results could be adversely affected.

We are dependent on our international operations, which exposes us to foreign operational, political and other risks that may harm our business.

Currently, two of our key production steps are performed in operations located outside of the U.S. At our facility in Costa Rica, technicians use a sophisticated, internally developed computer-modeling program to prepare electronic treatment plans, which are transmitted electronically back to the U.S. These electronic files form the basis of ClinCheck and are used to manufacture aligner molds. IMS, our third party shelter services provider located in Juarez, Mexico fabricates the aligner molds, the aligners and ships the completed products to our customers. In addition to the research and development efforts conducted in our Santa Clara, California facility, we also carry out research and development at locations in San Jose, Costa Rica and Moscow, Russia. We also expect to have completed the relocation of our order acquisition operations from our Santa Clara facility to Mexico by the end of 2008. Our increasing reliance on international operations exposes us to risks and uncertainties that may affect our business or results of operation, including:

- difficulties in hiring and retaining employees generally, as well as difficulties in hiring and retaining employees with the necessary skills to perform the more technical aspects of our operations;
- difficulties in managing international operations, including our relationship with IMS, our third party shelter services provider;
- fluctuations in currency exchange rates;
- import and export license requirements and restrictions;

- controlling production volume and quality of the manufacturing process;
- political, social and economic instability;
- acts of terrorism and acts of war;
- interruptions and limitations in telecommunication services;

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- product or material transportation delays or disruption;
- burdens of complying with a wide variety of local country and regional laws;
- trade restrictions and changes in tariffs; and
- potential adverse tax consequences.

If any of these risks materialize in the future, we could experience production delays and lost or delayed revenue.

A key step in our manufacturing process relies on sophisticated computer technology that requires new technicians to undergo a relatively long training process. If we are unable to accurately predict our volume growth, and fail to hire a sufficient number of technicians in advance of such demand, the delivery time of our products could be delayed which could adversely affect our results of operations.

Training technicians to use our sophisticated computer modeling program that produces the electronic treatment plan that forms the basis of ClinCheck takes approximately 90 to 120 days. As a result, if we are unable to accurately predict our volume growth, we may not have a sufficient number of trained technicians to timely create ClinCheck treatment plans within the timeframe our customers expect. Any delay in ClinCheck processing time could delay the ultimate delivery of finished aligners to our customers. Such a delay could cause us to lose existing customers or fail to attract new customers. This could cause a decline in our revenues and net profits and could adversely affect our results of operations.

Our headquarters, ClinCheck setup and other manufacturing processes are all principally located in regions that are subject to earthquakes and other natural disasters.

Our digital dental modeling is processed in our facility located in San Jose, Costa Rica. The operations team in Costa Rica creates ClinCheck treatment plans using sophisticated computer software. In addition, our aligner molds and finished aligners are fabricated by IMS, our third party shelter services provider located in Juarez, Mexico. Both Costa Rica and Mexico are in earthquake zones and may be subject to other natural disasters. If there is a major earthquake or any other natural disaster in a region where one of these facilities is located, our ability to create ClinCheck treatment plans or manufacture and ship our aligners could be compromised which could result in our customers experiencing a significant delay in receiving their completed aligners. In addition, our headquarters facility is located in the San Francisco Bay Area. An earthquake or other natural disaster in this region could result in a disruption in our operations. Any such business interruption could materially and adversely affect our business, financial condition and results of operations.

We currently rely on third parties to provide key inputs to our manufacturing process, and if our access to these inputs is diminished, our business may be harmed.

We currently outsource key portions of our manufacturing process. We rely on IMS, a third party shelter services provider located in Juarez, Mexico, to fabricate aligner molds as well as finished aligners and to ship the completed product to customers. In addition, by the end of 2008, we expect to complete the relocation of our order acquisition process to the same third party manufacturer in Mexico. If IMS fails to deliver its components or if we unexpectedly lose its services, we may be unable to deliver our products in a timely manner, and our business may be harmed. Any difficulties encountered by us or IMS with respect to hiring and retaining qualified personnel, and maintaining acceptable manufacturing standards, controls, procedures and policies could disrupt our ability to deliver our products in a timely manner.

We experience competition from manufacturers of traditional braces and expect aggressive competition from these and other companies that may introduce new technologies in the future.

Currently, our Invisalign product competes directly against products manufactured and distributed by Ormco Orthodontics, a division of Sybron Dental Specialties (a Danaher Corporation subsidiary), and traditional braces manufactured by 3M Company and Dentsply International. These manufacturers have substantially greater financial resources and manufacturing and marketing experience than we do and may, in the future, attempt to develop an orthodontic system similar to ours or combine technologies that make our product economically unattractive. Large consumer product companies may also enter the orthodontic supply market. Furthermore, we may face competition in the future from new companies that may introduce new technologies. We may be unable to compete with these competitors and one or more of these competitors may render our technology obsolete or economically unattractive. If we are unable to compete effectively with existing products or respond effectively to any products developed by new

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or existing competitors, our business could be harmed. Increased competition has resulted in the past and may in the future result in volume discounting and price reductions, reduced gross margins, reduced profitability and loss of market share, any of which could have a material adverse effect on our revenues, volume growth, net profit (losses) and stock price. We cannot assure you that we will be able to compete successfully against our current or future competitors or that competitive pressures will not have a material adverse effect on our business, results of operations and financial condition.

Our information technology systems are critical to our business. System integration and implementation issues and system security risks could disrupt our operations, which could have a material adverse impact on our business and operating results.

We rely on the efficient and uninterrupted operation of complex information technology systems. All information technology systems are vulnerable to damage or interruption from a variety of sources. As our business has grown in size and complexity, the growth has placed, and will continue to place, significant demands on our information technology systems. To effectively manage this growth, we will need to continually upgrade and enhance our information systems. In addition, experienced computer programmers and hackers may be able to penetrate our network security and misappropriate our confidential information or that of third parties, create system disruptions or cause shutdowns. Furthermore, sophisticated hardware and operating system software and applications that we either internally produce or procure from third parties may contain defects in design and manufacture, including “bugs” and other problems that can unexpectedly interfere with the operation of the system. The costs to eliminate or alleviate security problems, viruses and bugs could be significant, and the efforts to address these problems could result in interruptions that may have a material adverse impact on our operations, revenues and operating results.

We are currently focused on adding additional functionality into our business enterprise systems to more efficiently integrate these systems with our other system applications, such as customer facing and manufacturing tools, and intend to continue this effort for the foreseeable future. System upgrades and enhancements require significant expenditures and allocation of valuable employee resources. Delays in integration or disruptions to our business from implementation of these new or upgraded systems could have a material adverse impact on our financial condition and operating results. Furthermore, we continuously upgrade our customer facing software applications, specifically ClinCheck and VIP. Software applications frequently contain errors or defects, especially when they are first introduced or when new versions are released. The discovery of a defect or error in a new upgraded version or the failure of our primary information systems may result in the following consequences, among others: loss of revenue or delay in market acceptance, damage to our reputation or increased service costs, any of which could have a material adverse effect on our business, financial condition or results of operations.

Our success depends in part on our proprietary technology, and if we are unable to successfully enforce our intellectual property rights, our competitive position may be harmed. Litigating claims of this type is costly and could distract our management and cause a decline in our results of operations and stock price.

Our success will depend in part on our ability to maintain existing intellectual property and to obtain and maintain further intellectual property protection for our products, both in the U.S. and in other countries. Our inability to do so could harm our competitive position. As of June 30, 2008, we had 109 issued U.S. patents, 181 pending U.S. patent applications, and 43 issued foreign patents, and 132 pending foreign patent applications.

We intend to rely on our portfolio of issued and pending patent applications in the U.S. and in other countries to protect a large part of our intellectual property and our competitive position. However, our currently pending or future patent filings may not result in the issuance of patents. Additionally, any patents issued to us may be challenged, invalidated, held unenforceable, circumvented, or may not be sufficiently broad to prevent third parties from producing competing products similar in design to our products. During fiscal 2005 and 2006, requests were filed with the United States Patent and Trademark Office (“USPTO”) by a San Francisco, California law firm, acting on behalf of an unnamed party and in some instances acting on behalf of OrthoClear, requesting re-examination of a number of our patents. *See Part II, Item 1 of this Quarterly Report on Form 10-Q for a summary of the USPTO proceedings.* In addition, any protection afforded by foreign patents may be more limited than that provided under U.S. patents and intellectual property laws. We also rely on protection of our copyrights, trade secrets, know-how and proprietary information. We generally enter into confidentiality agreements with our employees, consultants and our collaborative partners upon commencement of a relationship with us. However, these agreements may not provide meaningful protection against the unauthorized use or disclosure of our trade secrets or other confidential information, and adequate remedies may not exist if unauthorized use or disclosure were to occur. Our inability to maintain the proprietary nature of our technology through patents, copyrights or trade secrets would impair our competitive advantages and could have a material adverse effect on our operating results, financial condition and future growth prospects. In particular, a failure to protect our proprietary rights might allow competitors to copy our technology, which could adversely affect our pricing and market share.

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In addition, in an effort to protect our intellectual property we have in the past been and may in the future be involved in litigation. For example, we are currently involved in a patent infringement lawsuit with Ormco. In addition, during 2005 and 2006 we were involved in several lawsuits with OrthoClear, Inc. and other parties related to OrthoClear, including a patent infringement action against OrthoClear filed in the Western District of Wisconsin (Madison). We settled this lawsuit in October 2006, however, the potential effects on our business operations resulting from similar litigation that we may participate in the future, whether or not ultimately determined in our favor or settled by us, are costly and divert the efforts and attention of our management and technical personnel from normal business operations. Any of these results from our litigation could adversely affect our results of operations and stock price.

We are currently a party to various other legal proceedings and claims. Management does not believe that the ultimate outcome of these other legal proceedings and claims will have a material adverse effect on our financial position or results of operations. In addition, litigation is subject to inherent uncertainties and unfavorable rulings could occur. An unfavorable ruling could include monetary damages or, in cases where injunctive relief is sought, an injunction prohibiting us from selling our products. Any of these results from our litigation could adversely affect our results of operations and stock price. *See Part II, Item 1 of this Quarterly Report on Form 10-Q for a summary of our material pending legal proceedings.*

While we believe we currently have adequate internal control over financial reporting, we are required to assess our internal control over financial reporting on an annual basis and any future adverse results from such assessment could result in a loss of investor confidence in our financial reports and have an adverse effect on our stock price.

Pursuant to the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated by the SEC, we are required to furnish in our Form 10-K an Annual Report by our management regarding the effectiveness of our internal control over financial reporting. The report includes, among other things, an assessment of the effectiveness of our internal control over financial reporting as of the end of our fiscal year, including a statement as to whether or not our internal control over financial reporting is effective. This assessment must include disclosure of any material weaknesses in our internal control over financial reporting identified by management. While we currently believe our internal control over financial reporting is effective, the effectiveness of our internal controls to future periods is subject to the risk that our controls may become inadequate because of changes in conditions, and, as a result, the degree of compliance of our internal control over financial reporting with the policies or procedures may deteriorate. If we are unable to assert that our internal control over financial reporting is effective in any future period (or if our auditors are unable to express an opinion on the effectiveness of our internal controls or

conclude that our internal controls are ineffective), we could lose investor confidence in the accuracy and completeness of our financial reports, which could have an adverse effect on our stock price.

If we lose our key personnel or are unable to attract and retain key personnel, we may be unable to pursue business opportunities or develop our products.

We are highly dependent on the key employees in our clinical engineering, technology development, sales and marketing personnel and management teams. The loss of the services of those individuals may significantly delay or prevent the achievement of our product development and other business objectives and could harm our business. Our future success will also depend on our ability to identify, recruit, train and retain additional qualified personnel, including orthodontists. Few orthodontists are accustomed to working in a manufacturing environment since they are generally trained to work in private practices, universities and other research institutions. Thus, we may be unable to attract and retain personnel with the advanced qualifications necessary for the further development of our business. Furthermore, we may not be successful in retaining our key personnel or their services. If we are unable to attract and retain key personnel, our business could be materially harmed.

If we infringe the patents or proprietary rights of other parties or are subject to a patent infringement claim, our ability to grow our business may be severely limited.

Extensive litigation over patents and other intellectual property rights is common in the medical device industry. We have been sued for infringement of third party's patents in the past and we may be the subject of patent or other litigation in the future. From time to time, we have received and may in the future receive letters from third parties drawing our attention to their patent rights. While we do not believe that we infringe upon any valid and enforceable rights that have been brought to our attention, there may be other more pertinent rights of which we are presently unaware. The defense and prosecution of intellectual property suits, interference proceedings and related legal and administrative proceedings could result in substantial expense to us and significant diversion of effort by our technical and management personnel. An adverse determination of any litigation or interference proceeding to which we may become a party could subject us to significant liabilities. An adverse determination of this nature could also put our patents at risk of being invalidated or interpreted narrowly or require us to seek licenses from third parties. Licenses may not be available on commercially reasonable terms or at all, in which event, our business would be materially adversely affected.

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We maintain single supply relationships for certain of our key machines and materials technologies, and our business and operating results could be harmed if supply is restricted or ends or the price of raw materials used in our manufacturing process increases.

We are highly dependent on manufacturers of specialized scanning equipment, rapid prototyping machines, resin and other advanced materials. We maintain single supply relationships for many of these machines and materials technologies. In particular, our scanning and stereolithography equipment are provided by single supplier. We are also committed to purchasing all of our resin and polymer, the primary raw materials used in our manufacturing process, from a single-source. In addition, technology changes by our vendors could disrupt access to required manufacturing capacity or require expensive, time consuming development efforts to adapt and integrate new equipment or processes. Our growth may exceed the capacity of one or more of these manufacturers to produce the needed equipment and materials in sufficient quantities to support our growth. In the event of technology changes, delivery delays, or shortages of or increases in price for these items, our business and growth prospects may be harmed.

We rely on our direct sales force to sell our products, and any failure to maintain our direct sales force could harm our business.

Our ability to sell our products and generate revenues depends upon our direct sales force within our North American and international markets. As of June 30, 2008, our North American sales organization consisted of 166 people, of which 138 were direct sales representatives and 28 were sales administration and regional sales management. Internationally, we have over 35 people engaged in sales and sales support as of June 30, 2008. We do not have any long-term employment contracts with the members of our direct sales force. The loss of the services of these key personnel may harm our business. If we are unable to retain our direct sales force personnel or replace them with individuals of equivalent technical expertise and qualifications, or if we are unable to successfully instill such technical expertise or if we fail to establish strong relationships with our customers within a relatively short period of time, our revenues and our ability to maintain market share could be materially harmed. In addition, due to our large and fragmented customer base, we may not be able to provide all of our customers with product support immediately upon the launch of a new product. As a result, adoption of new products by our customers may be slower than anticipated and our ability to grow market share and increase our revenues may be harmed.

Complying with regulations enforced by the FDA and other regulatory authorities is an expensive and time-consuming process, and any failure to comply could result in substantial penalties.

Our products are medical devices and are subject to extensive regulation in the U.S. and internationally. FDA regulations are wide ranging and govern, among other things:

- product design, development, manufacture and testing;
- product labeling;
- product storage;
- pre-market clearance or approval;
- advertising and promotion; and
- product sales and distribution.

Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA or state agencies, which may include any of the following sanctions:

- warning letters, fines, injunctions, consent decrees and civil penalties;
- repair, replacement, refunds, recall or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;

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- refusing our requests for 510(k) clearance or pre-market approval of new products, new intended uses, or modifications to existing products;
 - withdrawing clearance or pre-market approvals that have already been granted; and
 - criminal prosecution.

If any of these events were to occur, they could harm our business. We must comply with facility registration and product listing requirements of the FDA and adhere to applicable Quality System regulations. The FDA enforces its Quality System regulations through periodic unannounced inspections. Our failure or the failure of IMS to take satisfactory corrective action in response to an adverse inspection or the failure to comply with applicable manufacturing regulations could result in enforcement action, and we may be required to find alternative manufacturers, which could be a long and costly process.

Before we can sell a new medical device in the U.S., or market a new use of or claim for an existing product we must obtain FDA clearance or approval, unless an exemption applies. Obtaining regulatory clearances or approvals can be a lengthy and time-consuming process. Even though the devices we market have obtained the necessary clearances from the FDA, we may be unable to maintain such clearances in the future. Furthermore, we may be unable to obtain the necessary clearances for new devices that we intend to market in the future. Our inability to maintain or obtain regulatory clearances or approvals could materially harm our business.

If the security of our customer and patient information is compromised, patient care could suffer, and we could be liable for related damages, and our reputation could be impaired.

We retain confidential customer and patient information in our processing centers. Therefore, it is critical that our facilities and infrastructure remain secure and that our facilities and infrastructure are perceived by the marketplace and our customers to be secure. Despite the implementation of security measures, our infrastructure may be vulnerable to physical break-ins, computer viruses, programming errors, attacks by third parties or similar disruptive problems. If we fail to meet our clients' expectations regarding the security of healthcare information, we could be liable for damages and our reputation could be impaired. In addition, patient care could suffer, and we could be liable if our systems fail to deliver correct information in a timely manner. Our insurance may not protect us from this risk.

If compliance with healthcare regulations becomes costly and difficult for our customers or for us, we may not be able to grow our business.

Participants in the healthcare industry are subject to extensive and frequently changing regulations under numerous laws administered by governmental entities at the federal, state and local levels, some of which are, and others of which may be, applicable to our business. Furthermore, our healthcare provider customers are also subject to a wide variety of laws and regulations that could affect the nature and scope of their relationships with us.

The healthcare market itself is highly regulated and subject to changing political, economic and regulatory influences. Regulations implemented pursuant to the Health Insurance Portability and Accountability Act (HIPAA), including regulations affecting the security and privacy of patient healthcare information held by healthcare providers and their business associates may require us to make significant and unplanned enhancements of software applications or services, result in delays or cancellations of orders, or result in the revocation of endorsement of our products and services by healthcare participants. The effect of HIPAA and newly enforced regulations on our business is difficult to predict, and there can be no assurance that we will adequately address the business risks created by HIPAA and its implementation or that we will be able to take advantage of any resulting business opportunities.

Extensive and changing government regulation of the healthcare industry may be expensive to comply with and exposes us to the risk of substantial government penalties.

In addition to medical device laws and regulations, numerous state and federal healthcare-related laws regulate our business, covering areas such as:

- storage, transmission and disclosure of medical information and healthcare records;

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- prohibitions against the offer, payment or receipt of remuneration to induce referrals to entities providing healthcare services or goods or to induce the order, purchase or recommendation of our products; and
- the marketing and advertising of our products.

Complying with these laws and regulations could be expensive and time-consuming, and could increase our operating costs or reduce or eliminate certain of our sales and marketing activities or our revenues.

We face risks related to our international sales, including the need to obtain necessary foreign regulatory clearance or approvals.

We currently sell our products in Europe, Canada, Mexico, Brazil, Australia, Hong Kong and Japan and may expand into other countries from time to time. We do not know whether orthodontists, GPs and consumers outside our North American market will adopt Invisalign in sufficient numbers or as rapidly as we anticipate. In addition, sales of our products outside the U.S. are subject to foreign regulatory requirements that vary widely from country to

country. The time required to obtain clearances or approvals required by other countries may be longer than that required for FDA clearance or approval, and requirements for such approvals may differ from FDA requirements. We may be unable to obtain regulatory approvals in one or more of the other countries in which we do business or in which we may do business in the future. We may also incur significant costs in attempting to obtain and maintain foreign regulatory approvals. If we experience delays in receipt of approvals to market our products outside of the U.S., or if we fail to receive these approvals, we may be unable to market our products or enhancements in international markets in a timely manner, if at all.

Our business exposes us to potential product liability claims, and we may incur substantial expenses if we are subject to product liability claims or litigation.

Medical devices involve an inherent risk of product liability claims and associated adverse publicity. We may be held liable if any product we develop or any product that uses or incorporates any of our technologies causes injury or is otherwise found unsuitable. Although we intend to continue to maintain product liability insurance, adequate insurance may not be available on acceptable terms, if at all, and may not provide adequate coverage against potential liabilities. A product liability claim, regardless of its merit or eventual outcome, could result in significant legal defense costs. These costs would have the effect of increasing our expenses and diverting management's attention away from the operation of our business, and could harm our business.

Historically, the market price for our common stock has been volatile.

The market price of our common stock could be subject to wide price fluctuations in response to various factors, many of which are beyond our control. The factors include:

- quarterly variations in our results of operations and liquidity;
- changes in recommendations by the investment community or in their estimates of our revenues or operating results;
- speculation in the press or investment community concerning our business and results of operations;
- strategic actions by our competitors, such as product announcements or acquisitions;
- announcements of technological innovations or new products by us, our customers or competitors; and
- general market conditions.

In addition, the stock market in general, and the market for technology and medical device companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated to or disproportionate to the operating performance of those companies. These broad market and industry factors may seriously harm the market price of our common stock, regardless of our operating performance. In the past, class action litigation has often been brought against the issuing company following periods of volatility in the market price of a company's securities. If a securities class action suit is filed against us in the future, we would incur substantial legal fees, and our management's attention and resources would be diverted from operating our business in order to respond to the litigation.

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Future sales of significant amounts of our common stock may depress our stock price.

A large percentage of our outstanding common stock is currently owned by a small number of significant stockholders. These stockholders have sold in the past, and may sell in the future, large amounts of common stock over relatively short periods of time. Sales of substantial amounts of our common stock in the public market by our existing stockholders may adversely affect the market price of our common stock. Such sales could create public perception of difficulties or problems with our business and may depress our stock price.

Changes in, or interpretations of, accounting rules and regulations, could result in unfavorable accounting charges.

We prepare our consolidated financial statements in conformity with accounting principles generally accepted in the United States of America. These principles are subject to interpretation by the SEC and various bodies formed to interpret and create appropriate accounting policies. A change in these policies can have a significant effect on our reported results and may even retroactively affect previously reported transactions. Our accounting policies that recently have been or may be affected by changes in the accounting rules are as follows:

- revenue recognition;
- accounting for share-based payments; and
- accounting for income taxes.

If we fail to manage our exposure to global financial and securities market risk successfully, our operating results and financial statements could be materially impacted.

The primary objective of most of our investment activities is to preserve principal while at the same time maximizing yields without significantly increasing risk. To achieve this objective, a majority of our marketable investments are investment grade, liquid, short-term fixed-income securities and money market instruments denominated in U.S. dollars. If the carrying value of our investments exceeds the fair value, and the decline in fair value is deemed to be other-than-temporary, we will be required to write down the value of our investments, which could materially harm our results of operations and financial condition. Moreover, the performance of certain securities in our investment portfolio correlates with the credit condition of the U.S. financial sector. With the current unstable credit environment, we might incur significant realized, unrealized or impairment losses associated with these investments.

We have adopted a shareholders rights' plan to limit the possibility that we are acquired, which may mean that a transaction that shareholders are in favor of or are benefited by may be prevented.

Our board of directors has the authority to issue up to 5,000,000 shares of preferred stock and to determine the rights, preferences, privileges and restrictions of such shares without any further vote or action by our shareholders. To date, our board of directors has designated 200,000 shares as Series A participating preferred stock in connection with our shareholder rights' plan. The issuance of preferred stock under certain circumstances could have the effect of delaying or preventing an acquisition of the company or otherwise adversely affecting the rights of the holders of our stock. The shareholder rights' plan may have the effect of rendering more difficult or discouraging an acquisition of our company which is deemed undesirable by our board of directors. The shareholder rights' plan may cause substantial dilution to a person or group attempting to acquire us on terms or in a manner not approved by our board of directors, except pursuant to an offer conditioned on the negation, purchase or redemption of the rights issued under the shareholder rights' plan.

Our effective tax rate may vary significantly from period to period, and we could owe significant taxes even during periods when we experience low operating profit or operating losses.

We have negotiated tax incentives with the Costa Rica Ministry of Foreign Trade, an agency of the Government of Costa Rica. Under the incentives, all of the income we earn in Costa Rica during these eight to twelve year incentive periods is subject to reduced rates of Costa Rica income tax. The incentive tax rates will expire in various years beginning in 2010. The Costa Rica corporate income tax rate that would apply, absent the incentives, is 30% for 2008. As a result of these incentives, income taxes decreased by \$2 million in 2007. In order to receive the benefit of the incentives, we must hire specified numbers of employees and maintain minimum levels of fixed asset investment in Costa Rica. If we do not fulfill these conditions for any reason, our incentive could lapse and our income in Costa Rica would be subject to taxation at higher rates, which could cause our operating results to be harmed.

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ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Following is a summary of stock repurchases for the three months ended June 30, 2008 (1):

Period	Total Number of Shares Repurchased	Average Price Paid per Share	Total Number of Shares Repurchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Repurchased Under the Program
May 1, 2008 to May 31, 2008 (2)	1,929,000	\$ 12.61	1,929,000	\$ 25,681,000
June 1, 2008 to June 30, 2008 (2)	259,000	\$ 12.99	259,000	\$ 22,314,000
Total	2,188,000	\$ 12.65	2,188,000	

In April 2008, our Board of Directors authorized a stock repurchase program of up to \$50.0 million of shares of common stock. Purchases under the program were made, from time to time, in the open market. As of June 30, 2008, we repurchased 2.2 million shares of common stock at an average price of \$12.65 per share for an aggregate purchase price of \$27.7 million including commissions. The remaining authorized amount of stock repurchases under this program is \$22.3 million. All repurchased shares will be retired.

- (1) All shares were repurchased pursuant to the publicly announced repurchase program described above.
- (2) The stock repurchase program has no expiration date.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

On May 15, 2008, we held our Annual Meeting of Stockholders (the "Annual Meeting").

At the Annual Meeting, our stockholders elected the following individuals to the Board of Directors to serve until the next Annual Meeting of Stockholders or until their respective successors have been duly qualified and elected:

NOMINEE	VOTES IN FAVOR	VOTES WITHHELD
David E. Collins	64,253,348	236,280
Joseph Lacob	64,223,501	266,127
C. Raymond Larkin, Jr.	64,253,836	235,792
George J. Morrow	64,251,835	237,793
Thomas M. Prescott	64,253,074	236,554
Greg J. Santora	64,259,055	230,573
Warren S. Thaler	64,066,705	422,923

At the Annual Meeting, our stockholders voted on the following proposals:

- 1. To ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accountants for the fiscal year ending December 31, 2008.

FOR	AGAINST	ABSTAIN	BROKER NON-VOTE
64,304,904	148,641	36,083	0

ITEM 5. OTHER INFORMATION

None.

[Table of Contents](#)**ITEM 6. EXHIBITS**

(a) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>	<u>Filing</u>	<u>Date</u>	<u>Exhibit Number</u>	<u>Filed herewith</u>
10.1	Amendment No. 5 to Amended and Restated Loan and Security Agreement between Align Technology, Inc. and Comerica Bank	Form 8-K	4/29/08	10.1	
10.2	Omnibus Amendment to Lease and Service Agreement date June 24, 2008	Form 8-K	6/26/08	10.1	
10.3	Form of Executive Officer Employment Agreement (other than CEO) entered into with D. Ellis, S. Clark, R. George, G. Laks & D. Zoromski †	Form 10-Q	5/08/08	10.3	
10.4	Amended and Restated Employment Agreement between Registrant and Thomas M. Prescott dated May 5, 2008 †	Form 10-Q	5/08/08	10.4	
10.5	Form of Executive Officer Agreement entered into by Dana Cambra †				*
31.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
31.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				*

† Management contract or compensatory plan or arrangement filed as an Exhibit to this form.

[Table of Contents](#)**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 thereunto duly authorized.

Date: August 7, 2008

ALIGN TECHNOLOGY, INC.

By: /s/ THOMAS M. PRESCOTT
 Thomas M. Prescott
 President and Chief Executive Officer

By: /s/ KENNETH B. AROLA
 Kenneth B. Arola
 Chief Financial Officer and Vice President, Finance

[Table of Contents](#)**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Description</u>	<u>Filing</u>	<u>Date</u>	<u>Exhibit Number</u>	<u>Filed herewith</u>
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10.3	Form of Executive Officer Employment Agreement (other than CEO) entered into with D. Ellis, S. Clark, R. George, G. Laks & D. Zoromski †	Form 10-Q	5/08/08	10.3	
10.4	Amended and Restated Employment Agreement between Registrant and Thomas M. Prescott dated May 5, 2008 †	Form 10-Q	5/08/08	10.4	
10.5	Form of Executive Officer Agreement entered into by Dana Cambra on June 16, 2008 †				*
31.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
31.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				*
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				*

† Management contract or compensatory plan or arrangement filed as an Exhibit to this form.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is executed as of June 16, 2008 entered into effective as of June 16, 2008 by and between DANA CAMBRA (the “**Executive**”) and Align Technology, Inc., a Delaware corporation (the “**Company**”), with effect as of Executive’s first day of employment with the Company.

1. Duties and Scope of Employment.

(a) Position. For the term of the Executive’s employment under this Agreement (“**Employment**”), the Company agrees to employ the Executive in the position of Vice President, Research & Development. The Executive shall report to the Chief Executive Officer (the “**CEO**”). The Executive accepts such employment and agrees to discharge all of the duties normally associated with said position, and to faithfully and to the best of Executive’s abilities perform such other services consistent with Executive’s position as Vice President, Research & Development as may from time to time be assigned to Executive by the CEO.

(b) Obligations to the Company. During the term of the Executive’s Employment, the Executive shall devote Executive’s full business efforts and time to the Company. The Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the CEO, provided, however, that the Executive may, without the approval of the CEO, serve in any capacity with any civic, educational or charitable organization. The Executive may own, as a passive investor, no more than one percent (1%) of any class of the outstanding securities of any publicly traded corporation.

(c) No Conflicting Obligations. The Executive represents and warrants to the Company that Executive is under no obligations or commitments, whether contractual or otherwise, that are inconsistent with Executive’s obligations under this Agreement. The Executive represents and warrants that the Executive will not use or disclose, in connection with the Executive’s employment by the Company, any trade secrets or other proprietary information or intellectual property in which the Executive or any other person has any right, title or interest and that the Executive’s employment by the Company as contemplated by this Agreement will not infringe or violate the rights of any other person or entity. The Executive represents and warrants to the Company that the Executive has returned all property and confidential information belonging to any prior employers.

(d) Commencement Date. It is expected that Executive will commence full-time Employment on or before June 16, 2008.

2. Cash and Incentive Compensation.

(a) Salary. The Company shall pay the Executive as compensation for the Executive’s services a base salary at a gross annual rate of \$279,000, payable in accordance with the

Company’s standard payroll schedule. The compensation specified in this Subsection (a), together with any adjustments by the Company from time to time, is referred to in this Agreement as “Base Salary.”

(b) Target Bonus. The Executive shall be eligible to participate in an annual bonus program that will provide the Executive with an opportunity to earn a potential annual bonus equal to 60% of the Executive’s Base Salary. The amount of the bonus shall be based upon the performance of the Executive, as set by the individual performance objectives described in this Subsection, and the Company in each calendar year, and shall be paid by no later than January 31 of the following year, contingent on the Executive remaining employed by the Company as of such date. The Executive’s individual performance objectives and those of the Company’s shall be set by the CEO after consultation with the Executive by no later than March 31, of each calendar year. Any bonus awarded or paid to the Executive will be subject to the discretion of the Board.

(c) Incentive Awards. The Executive shall be eligible for an annual incentive stock option grant and/or restricted stock unit award subject to the approval of the Board in all respects, including the terms described herein. The per share exercise price of the option will be equal to the per share fair market value of the common stock on the date of grant, as determined by the Board of Directors. The term of such option shall be ten (10) years, subject to earlier expiration in the event of the termination of the Executive’s Employment. The Executive shall vest in accordance with the vesting provisions approved by the Compensation Committee of the Board of Directors, which vesting is currently 25% of the option shares after the first twelve (12) months of continuous service and shall vest in the remaining option shares in equal monthly installments over the next three (3) years of continuous service. Each restricted stock unit award currently vests 25% on the one year anniversary of the date of grant with 25% vesting yearly thereafter. The grant of each such option and/or restricted stock unit shall be subject to the other terms and conditions set forth in the Company’s 2005 Incentive Plan and in the Company’s standard form of stock option agreement and restricted stock unit agreement, as applicable.

(d) One Time Bonus and Relocation Assistance. The Company agrees to provide Executive with a furnished two bedroom apartment in California for up to six (6) months, which may be extended upon the CEO’s approval. Executive will also be granted a sign on bonus of \$100,000. This bonus payment will be added to and included in Executive’s first regularly scheduled paycheck, and is subject to all normal and appropriate payroll withholdings. In the event Executive voluntarily leaves the Company within the first twelve months of his employment, Executive will be responsible for returning 100% of the sign on bonus. In the event Executive voluntarily leaves the Company after twelve months but prior to twenty four months of his employment, Executive will be responsible for returning a portion of the sign on bonus as follows: For each full month of full-time employment, the Company will forgive 1/24 of the sign on bonus and the remaining unforgiven portion will be due and payable to the Company on demand.

3. Vacation and Executive Benefits. During the term of the Executive’s Employment, the Executive shall be eligible to accrue 17 days vacation per year on a pro-rata basis throughout the year, in accordance with the Company’s standard policy for senior management, including provisions with respect to maximum accrual, as it may be amended from time to time. During the term of the Executive’s Employment, the Executive shall be eligible to participate in any employee benefit plans maintained by the Company for senior management, subject in each case to the generally applicable terms and conditions of the plan in question and to the determinations of any person or committee

administering such plan, and to the right of the Company to make changes in such plans from time to time.

4. Business Expenses. During the term of the Executive's Employment, the Executive shall be authorized to incur necessary and reasonable travel, entertainment and other business expenses in connection with her duties hereunder. The Company shall reimburse the Executive for such expenses upon presentation of an itemized account and appropriate supporting documentation, all in accordance with the Company's generally applicable policies.

5. Term of Employment.

(a) Basic Rule. The Company agrees to continue the Executive's Employment, and the Executive agrees to remain in Employment with the Company, from the commencement date set forth in Section 1(d) until the date when the Executive's Employment terminates pursuant to Subsection (b) below. The Executive's Employment with the Company shall be "at will," and either the Executive or the Company may terminate the Executive's Employment at any time, for any reason, with or without Cause. Any contrary representations, which may have been made to the Executive shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between the Executive and the Company on the "at will" nature of the Executive's Employment, which may only be changed in an express written agreement signed by the Executive and a duly authorized officer of the Company.

(b) Termination. The Company may terminate the Executive's Employment at any time and for any reason (or no reason), and with or without Cause, by giving the Executive notice in writing. The Executive may terminate the Executive's Employment by giving the Company fourteen (14) days advance notice in writing. The Executive's Employment shall terminate automatically in the event of Executive's death or Permanent Disability. For purposes of this Agreement, "Permanent Disability" shall mean that the Executive has become so physically or mentally disabled as to be incapable of satisfactorily performing the essential functions of Executive's position and duties under this Agreement for a period of one hundred eighty (180) consecutive calendar days.

(c) Rights Upon Termination. Except as expressly provided in Section 6, upon the termination of the Executive's Employment pursuant to this Section 5, the Executive shall only be entitled to the compensation, benefits and reimbursements described in Sections 2, 3 and 4 for the period preceding the effective date of the termination. The payments under this Agreement shall fully discharge all responsibilities of the Company to the Executive.

(d) Termination of Agreement. The termination of this Agreement shall not limit or otherwise affect any of the Executive's obligations under Section 7.

6. Termination Benefits.

(a) General Release Agreement. Any other provision of this Agreement notwithstanding, Subsections (b), (c) or (d) below shall not apply unless the Executive (i) has, within the time prescribed by the Company, executed a General Release Agreement in a form prescribed by the Company by which the Executive waives and releases with irrevocable effect all known and unknown claims that the Executive may then have against the Company or persons affiliated with the Company which are waivable under applicable law, and (ii) pursuant to such General Release Agreement has agreed not to prosecute any legal action or other proceeding based upon any of such

claims to the full extent permissible under applicable law, and (iii) pursuant to such General Release Agreement has acknowledged Executive's continuing obligations under this Agreement and the Proprietary Information and Inventions Agreement referenced below.

(b) Termination without Cause. If, during the term of this Agreement, and not in connection with a Change of Control as addressed in Subsection (c) below, the Company terminates Executive's Employment without Cause or the Executive resigns for Good Reason, then:

(i) as of the date of termination of Employment, Executive shall immediately conditionally vest in an additional number of shares under all outstanding options and restricted stock units as if the Executive had performed twelve (12) additional months of service, subject to Executive's execution of the General Release Agreement described above with irrevocable effect and suspension of exercise rights with respect to such conditionally vested shares until such execution;

(ii) the Company shall pay the Executive, in a lump sum upon the effectiveness of the General Release to be executed by Executive in accordance with Section 6(a) above, an amount equal to: (x) the then current year's Target Bonus prorated for the number of days of Executive is employed in said year; (y) one year's Base Salary; and (z) the greater of the then current year's Target Bonus or the actual prior year's bonus. The Executive's Base Salary shall be paid at the rate in effect at the time of the termination of Employment.

(c) Upon a Change of Control. In the event of the occurrence of a Change in Control while the Executive is employed by the Company:

(i) the Executive shall immediately vest in an additional number of shares under all outstanding options and restricted stock units as if the Executive had performed twelve (12) additional months of service; and

(ii) if within twelve (12) months following the occurrence of the Change of Control, one of the following events occurs:

(A) the Executive's employment is terminated by the Company without Cause; or

(B) the Executive resigns for Good Reason

then the Executive shall immediately conditionally vest as to all shares under all outstanding options and restricted stock units, subject to Executive's execution of the General Release Agreement described above with irrevocable effect and suspension of exercise rights with respect to such conditionally vested shares until such execution, and the Company shall pay the Executive, in a lump sum, an amount equal to: (i) the then current year's Target Bonus prorated for the number of days of Executive is employed in said year; (ii) one year's Base Salary; and (iii) the greater of the then current year's Target Bonus or the actual prior year's bonus. The Executive's Base Salary shall be paid at the rate in effect at the time of the termination of Employment.

(d) Health Insurance. If Subsection (b) or (c) above applies, and if the Executive elects to continue the Executive's health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") following the termination of

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Employment, then the Company shall pay the Executive's monthly premium under COBRA for COBRA coverage for the Executive until the earliest of (i) 12 months following the termination of the Executive's Employment, or (ii) the date upon which the Executive commences employment with an entity other than the Company.

(e) Definition of "Cause." For all purposes under this Agreement, "Cause" shall mean any of the following:

- (i) Unauthorized use or disclosure of the confidential information or trade secrets of the Company;
- (ii) Any breach of this Agreement or the Employee Proprietary Information and Inventions Agreement between the Executive and the Company;
- (iii) Conviction of, or a plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof;
- (iv) Misappropriation of the assets of the Company or any act of fraud or embezzlement by Executive, or any act of dishonesty by Executive in connection with the performance of her duties for the Company that adversely affects the business or affairs of the Company;
- (v) Intentional misconduct; or
- (vi) the Executive's failure to satisfactorily perform the Executive's duties after having received written notice of such failure and at least thirty (30) days to cure such failure.

The foregoing shall not be deemed an exclusive list of all acts or omissions that the Company may consider as grounds for the termination of the Executive's Employment.

(f) Definition of "Good Reason." For all purposes under this Agreement, subject to the notice and cure period described below, the Executive's resignation for "Good Reason" shall mean the Executive's resignation upon written notice to the Company delivered within ninety (90) days after the occurrence of any one or more of the following events and with an effective date within such ninety- (90-) day period:

- (i) The Executive's position, authority or responsibilities being significantly reduced;
- (ii) The Executive being asked to relocate the Executive's principal place of employment such that the Executive's commuting distance from the Executive's residence prior to such relocation is increased by over thirty-five (35) miles;
- (iii) The Executive's annual Base Salary or bonus being materially reduced; or
- (iv) The Executive's benefits being materially reduced.

The Executive shall provide written notice to the Company at least thirty (30) days prior to the effective date of Executive's resignation, identifying the event or events Executive claims

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constitute Good Reason and describing in reasonable detail the fact supporting the claim. The Company shall have at least thirty (30) days to take action to remedy the condition claimed by the Executive as Good Reason, but shall have no obligation to take such action. In the event the Company remedies the condition then Good Reason shall be deemed not to exist. At the expiration of the remedial period and prior to the effective date of Executive's resignation, Executive shall provide written notice to the Company, stating whether Executive (A) withdraws Executive's resignation based on the Company's remedy of the condition, (B) chooses to resign anyway notwithstanding such remedy, or (C) claims the condition has not been remedied and chooses to resign based on a claim of Good Reason. In the absence of such notice, Executive's resignation shall become effective and Executive shall be deemed to have resigned without Good Reason.

(g) Definition of "Change of Control." For all purposes under this Agreement, "Change of Control" shall mean any of the following:

- (i) a sale of all or substantially all of the assets of the Company;
- (ii) the acquisition of more than fifty percent (50%) of the common stock of the Company (with all classes or series thereof treated as a single class) by any person or group of persons;

(iii) a reorganization of the Company wherein the holders of common stock of the Company receive stock in another company (other than a subsidiary of the Company), a merger of the Company with another company wherein there is a fifty percent (50%) or greater change in the ownership of the common stock of the Company as a result of such merger, or any other transaction in which the Company (other than as the parent corporation) is consolidated for federal income tax purposes or is eligible to be consolidated for federal income tax purposes with another corporation; or

(iv) in the event that the common stock is traded on an established securities market, a public announcement that any person has acquired or has the right to acquire beneficial ownership of more than fifty percent (50%) of the then-outstanding common stock and for this purpose the terms “person” and “beneficial ownership” shall have the meanings provided in Section 13(d) of the Securities and Exchange Act of 1934 or related rules promulgated by the Securities and Exchange Commission, or the commencement of or public announcement of an intention to make a tender offer or exchange offer for more than fifty percent (50%) of the then outstanding Common Stock.

(h) Section 409A. Notwithstanding anything to the contrary in this Agreement, any cash severance payments otherwise due to Executive pursuant to this Section 6 or otherwise on or within the six-month period following Executive’s termination will accrue during such six-month period and will become payable in a lump sum payment on the date six (6) months and one (1) day following the date of Executive’s termination, provided, that such cash severance payments will be paid earlier, at the times and on the terms set forth in the applicable provisions of this Section 6, if the Company reasonably determines that the imposition of additional tax under Section 409A of the Internal Revenue Code of 1986, as amended (“**Code Section 409A**”), will not apply to an earlier payment of such cash severance payments. In addition, this Agreement will be deemed amended to the extent necessary to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Code Section 409A and any temporary, proposed or final Treasury

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Regulations and guidance promulgated thereunder and the parties agree to cooperate with each other and to take reasonably necessary steps in this regard.

7. Non-Solicitation and Non-Disclosure.

(a) Non-Solicitation. During the period commencing on the date of this Agreement and continuing until the first anniversary of the date when the Executive’s Employment terminated for any reason, the Executive shall not directly or indirectly, personally or through others, solicit or attempt to solicit (on the Executive’s own behalf or on behalf of any other person or entity) the employment of any employee of the Company or any of the Company’s affiliates.

(b) Proprietary Information. As a condition of employment, the Executive has entered into a Proprietary Information and Inventions Agreement with the Company, attached to this Agreement as Exhibit A, which is incorporated herein by reference.

8. Successors.

(a) Company’s Successors. This Agreement shall be binding upon any successor (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets. For all purposes under this Agreement, the term “Company” shall include any successor to the Company’s business and/or assets which becomes bound by this Agreement.

(b) Executive’s Successors. This Agreement and all rights of the Executive hereunder shall inure to the benefit of, and be enforceable by, the Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

9. Miscellaneous Provisions.

(a) Notice. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by overnight courier, U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Executive, mailed notices shall be addressed to the Executive at the home address which the Executive most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Whole Agreement. No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter of this Agreement. This Agreement and the Proprietary Information and Inventions Agreement contain the entire understanding of the parties with respect to the subject matter hereof.

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(d) Withholding Taxes. All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law.

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California without applications of its provisions with respect to choice of law, except for the Arbitration provision in paragraph 11, below, which is governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(g) Arbitration. Each party agrees that any and all disputes which arise out of or relate to the Executive's employment, the termination of the Executive's employment, or the terms of this Agreement shall be resolved through final and binding arbitration. Such arbitration shall be in lieu of any trial before a judge and/or jury, and the Executive and Company expressly waive all rights to have such disputes resolved via trial before a judge and/or jury. Such disputes shall include, without limitation, claims for breach of contract or of the covenant of good faith and fair dealing, claims of discrimination, claims under any federal, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of the Executive's employment with the Company or its termination. Nothing in this Agreement shall prohibit any party from seeking provisional remedies in court in aid of arbitration including temporary restraining orders, preliminary injunctions and other provisional remedies pursuant to California Code of Civil Procedure section 1281.8 (or any successor statutes) and/or applicable federal law. Likewise, nothing in this Agreement shall be interpreted as restricting or prohibiting Employee from filing a charge or complaint with a federal, state, or local governmental or administrative agency charged with investigating and/or prosecuting charges or complaints under any applicable federal, state or municipal law or regulation. Claims or disputes arising under any law that permits resort to an administrative or governmental agency notwithstanding an agreement to arbitrate those claims may be brought before that agency as permitted by applicable law, including, without limitation, claims or charges brought before the National Labor Relations Board, the U.S. Equal Employment Opportunity Commission, the United States Department of Labor, the California Workers' Compensation Appeals Board, and the California Employment Development Department. Nothing in this Agreement shall be deemed to preclude a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration

This arbitration section of the Agreement shall be exclusively governed by and construed and enforced pursuant to the substantive and procedural provisions of the Federal Arbitration Act, 9 U.S.C. § 1 ("FAA"), and not individual state substantive and procedural laws regarding enforcement of arbitration agreements. A neutral arbitrator shall be selected by mutual agreement of the parties from the then-available arbitrators associated with ADR Services, Judicate West, ARC or such other arbitration service that the parties may mutually agree upon. If, for any reason, the parties are unable to mutually agree upon the selection of an arbitrator, either party may apply to a court of competent jurisdiction for appointment of a neutral arbitrator. The court shall then appoint a retired judge to serve as the arbitrator, who shall act under this Policy with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The arbitrator shall allow the parties to take discovery and bring motions as authorized by the forum state's procedural rules, or any other discovery required by applicable law in arbitration proceedings, including, but not limited to,

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discovery available under the applicable state and/or federal arbitration statutes. Also, to the extent that anything in this arbitration section conflicts with any arbitration procedures required by applicable law, the arbitration procedures required by applicable law shall govern.

Arbitration will be conducted in Santa Clara County, California or, if the Executive does not reside within 100 miles of Santa Clara County at the time the dispute arises, then the arbitration may take place in the largest metropolitan area within 50 miles of the Executive's place of residence when the dispute arises.

During the course of the arbitration, the Executive and the Company will each bear equally the arbitrator's fee and any other type of expense or cost of arbitration, unless applicable law requires otherwise, and each shall bear their own respective attorneys' fees incurred in connection with the arbitration. The arbitrator will not have authority to award attorneys' fees unless a statute or contract at issue in the dispute authorizes the award of attorneys' fees to the prevailing party. In such case, the arbitrator shall have the authority to make an award of attorneys' fees as required or permitted by the applicable statute or contract. If there is a dispute as to whether the Executive or the Company is the prevailing party in the arbitration, the arbitrator will decide this issue.

The arbitrator shall issue a written award that sets forth the essential findings of fact and conclusions of law on which the award is based. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. The arbitrator's award shall be subject to correction, confirmation, or vacation, as provided by applicable law setting forth the standard of judicial review of arbitration awards. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof.

(h) No Assignment. This Agreement and all rights and obligations of the Executive hereunder are personal to the Executive and may not be transferred or assigned by the Executive at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

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IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

/s/ Dana Cambra

DANA CAMBRA

ALIGN TECHNOLOGY, INC.

/s/ Thomas M. Prescott

EXHIBIT A

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT
(ATTACHED)

ALIGN TECHNOLOGY, INC.

EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by **ALIGN TECHNOLOGY, INC.** (the “**Company**”), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. PROPRIETARY INFORMATION. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company’s Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. “**Proprietary Information**” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliated entities, customers and suppliers, including but not limited to information relating to products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, inventions, ideas, source and object codes, data, programs, other works of authorship, and plans for research and development. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. Assignment of Inventions.

2.1. Proprietary Rights. The term “**Proprietary Rights**” shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2. Inventions. The term “**Inventions**” shall mean all trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

2.3. Prior Inventions. I have set forth on Exhibit B (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, made prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as “**Prior Inventions**”). If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company’s prior written consent.

2.4. Assignment of Inventions. Subject to Section 2.6 and except for those Inventions which I can prove qualify fully under the provisions of California Labor Code 2870 (as set forth in *Exhibit A*), I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto). I will, at the Company’s request, promptly execute a written assignment to the Company of any such Company Invention, and I will preserve any such Invention as part of the Proprietary Information of the Company (the “**Company Inventions**”).

2.5. Obligation to Keep Company Informed. I will promptly and fully disclose in writing to the Company all Inventions during my employment and for one (1) year after my employment, including any that may be covered by Section 2870. I agree to assist in every proper way

and to execute those documents and take such acts as are reasonably requested by the Company to obtain, sustain and from time to time enforce patents, copyrights and other rights and protections relating to Inventions in the United States or any other country.

2.6. Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.

3. NO CONFLICTING OBLIGATION. I REPRESENT that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

4. RETURN OF COMPANY DOCUMENTS. Upon termination of my employment with the Company for any reason whatsoever, voluntarily or involuntarily, and at any earlier time the Company requests, I will deliver to the person designated by the Company all originals and copies of all documents and other property of the Company in my possession, under my control or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property, Proprietary Information or Company Inventions.

5. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

6. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

7. EMPLOYMENT. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

GENERAL PROVISIONS. This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

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This Agreement shall be effective as of the first day of my employment with the Company.

Dated: _____

(Signature)

(Printed Name)

**ACCEPTED AND AGREED TO:
ALIGN TECHNOLOGY, INC.**

By: _____

Title: _____

(Address)

Dated: _____

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EXHIBIT A

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company;
2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: _____
(PRINTED NAME OF EMPLOYEE)

Date: _____

WITNESSED BY:

(PRINTED NAME OF REPRESENTATIVE)

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EXHIBIT B

TO: ALIGN TECHNOLOGY, INC.

FROM: _____

DATE: _____

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by **ALIGN TECHNOLOGY, INC.** (the “**Company**”) that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

- o No inventions or improvements.
- o See below:

o Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

<u>Invention or Improvement</u>	<u>Party(ies)</u>	<u>Relationship</u>
1.		
2.		
3.		

o Additional sheets attached.

CERTIFICATION

I, Thomas M. Prescott, certify that:

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

Date: August 7, 2008

/s/ THOMAS M. PRESCOTT

Thomas M. Prescott

President and Chief Executive Officer

CERTIFICATION

I, Kenneth B. Arola, certify that:

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

Date: August 7, 2008

/s/ KENNETH B. AROLA

Kenneth B. Arola

Chief Financial Officer and Vice President, Finance

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

I, Thomas M. Prescott, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Align Technology, Inc. on Form 10-Q for the quarter ended June 30, 2008 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Align Technology, Inc.

Date: August 7, 2008

By: /s/ THOMAS M. PRESCOTT
Name: **Thomas M. Prescott**
Title: President and Chief Executive Officer

I, Kenneth B. Arola, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Align Technology, Inc. on Form 10-Q for the quarter ended June 30, 2008 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Align Technology, Inc.

Date: August 7, 2008

By: /s/ KENNETH B. AROLA
Name: **Kenneth B. Arola**
Title: Chief Financial Officer and Vice President of Finance
