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As filed with the Securities and Exchange Commission on February 13, 2012
Registration No. 333-175745

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 6
TO
FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Proto Labs, Inc.

(Exact Name of Registrant as Specified in its Charter)

Minnesota	3990	41-1939628
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code number)	(I.R.S. Employer Identification Number)

Bradley A. Cleveland
Chief Executive Officer
Proto Labs, Inc.
5540 Pioneer Creek Drive
Maple Plain, MN 55359
(763) 479-3680
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

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

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

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

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company:

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☑ Smaller reporting company ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price(1)	Amount of registration fee
Common Stock, $0.001 par value per share	$100,000,000	$ 11,610(2)

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended. Includes the offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any.
(2) Previously paid.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state or other jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 13, 2012

PRELIMINARY PROSPECTUS

4,300,000 Shares

proto labs®

Common Stock

We are offering 4,300,000 shares of our common stock. This is our initial public offering, and no public market currently exists for our common stock. We expect the initial public offering price to be between $13.00 and $15.00 per common share. We have applied to list our common stock on the New York Stock Exchange under the symbol “PRLB.”

North Bridge Growth Equity I, L.P., or North Bridge, a principal shareholder that is affiliated with a board member, has indicated an interest in purchasing up to approximately 430,000 shares of our common stock in this offering at the initial public offering price. However, because this indication of interest is not a binding agreement or commitment to purchase, our underwriters may determine to sell more, less or no shares in this offering to North Bridge, or North Bridge may determine to purchase more, less or no shares in this offering. The underwriters will receive the same discounts and commissions from any shares of our common stock purchased by North Bridge as they will from any other shares of our common stock sold to the public in this offering.

Investing in our common stock involves a high degree of risk. Please read “Risk Factors” beginning on page 9 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	PER SHARE	TOTAL
Public Offering Price	$	$
Underwriting Discounts and Commissions		
Proceeds to Proto Labs before expenses		

Delivery of the shares of common stock is expected to be made on or about , 2012. We have granted the underwriters an option for a period of 30 days to purchase up to an additional 645,000 shares of our common stock to cover over-allotments, if any. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be $ and the total proceeds to us, before expenses, will be $.

Jefferies | Piper Jaffray

William Blair & Company | Craig-Hallum Capital Group

Prospectus dated , 2012

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You should rely only on the information contained in this prospectus or in any free writing prospectus we may specifically authorize to be delivered or made available to you. We have not and the underwriters have not authorized anyone to provide you with additional or different information. We are offering to sell, and seeking offers to buy, shares of our common stock only in jurisdictions where such offers and sales are permitted. The information in this prospectus or a free writing prospectus is accurate only as of its date, regardless of its time of delivery or the time of any sale of shares of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside the United States: We have not and the underwriters have not done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside the United States.

Prospectus Summary

This summary highlights information contained elsewhere in this prospectus. It does not contain all of the information that you should consider before making an investment decision. We urge you to read the entire prospectus carefully, including the historical consolidated financial statements and the notes to those financial statements included in this prospectus. Please read the sections entitled "Risk Factors" and "Forward-Looking Statements" for more information about important risks that you should consider before investing in our common stock.

Overview

We are a leading online and technology-enabled quick-turn manufacturer of custom parts for prototyping and short-run production. We provide "Real Parts, Really Fast" to product developers worldwide, who are under increasing pressure to bring their finished products to market faster than their competition. We utilize computer numerical control, or CNC, machining and injection molding to manufacture custom parts for our customers. Our proprietary technology eliminates most of the time-consuming and expensive skilled labor conventionally required to quote and manufacture parts in low volumes. Our customers conduct nearly all of their business with us over the Internet. We target our services to the millions of product developers who use three-dimensional computer-aided design, or 3D CAD, software to design products across a diverse range of end-markets. We believe our use of advanced technology enables us to offer significant advantages at competitive prices to many product developers and is the primary reason we have become a leading supplier of low-volume custom parts.

We believe low-volume manufacturing has historically been an underserved market due to the inefficiencies inherent in the quotation, equipment set-up and non-recurring engineering processes required to produce custom parts. Our proprietary technology and sophisticated algorithms have enabled us to automate and integrate the majority of these activities. Our customers typically order low volumes of custom parts because they need a prototype to confirm the form, fit and function of one or more components of a product under development, or because they need an initial supply of parts to support pilot production while their high-volume production mold is being prepared, or because their product will only be released in a limited quantity. In each of these instances, we believe our solution provides product developers with an exceptional combination of speed, competitive pricing, ease of use and reliability that they typically cannot find among conventional custom parts manufacturers. Our technology and manufacturing expertise enable us to ship parts in as little as one business day after receipt of a customer's design submission and process a large number of submissions. As a result of the factors described above, many of our customers tend to return to Proto Labs to meet their ongoing needs, with approximately 77%, 77% and 81% of our revenue in 2009, 2010 and 2011, respectively, derived from existing customers who had placed orders with us in prior years.

We have experienced significant growth since our inception in 1999. We have grown our total revenue from $35.9 million in 2007 to $98.9 million in 2011. We have grown our income from operations from $8.4 million in 2007 to $26.9 million in 2011.

Our Industry and Market Opportunity

We serve product developers worldwide who bring new ideas to market in the form of products containing one or more custom mechanical parts. Many of these product developers use 3D CAD software to create digital models representing their custom part designs that are then used to create physical parts for prototyping, functional testing, market evaluation or eventual production.

Custom prototype parts play a critical role in the product development process, as they provide product developers with the ability to confirm their intended performance requirements and explore design alternatives.

Early in the product development process, “additive rapid prototyping” processes such as stereolithography, selective laser sintering, fused deposition modeling or 3D printing can be used to quickly produce an approximate physical representation of a part, but these representations often do not meet product developers’ requirements for dimensional accuracy, cosmetics and material properties. As an alternative or supplement to additive rapid prototyping, CNC machining can be used to produce low volumes of high-quality custom parts in either metal or plastic, while for follow-on functional testing, market evaluation and production runs, plastic parts are typically manufactured using injection molding. Both CNC machining and injection molding yield a part with the look, feel and performance of the finished product.

There are several important trends impacting product developers worldwide, including the increasing use of e-commerce to bring efficiency, collaboration and immediate access to information, the increasing pressure to accelerate the speed with which they can bring their new products to market, and the increasing adoption of 3D CAD software to facilitate the design of custom mechanical parts.

We know of no published third-party estimates of our specific addressable markets. Our Protomold injection molding service addresses a subset of the plastic injection molding market, which Plastics Custom Research, a market research firm, estimates was $50.3 billion in North America in 2010. Our Firstcut CNC machining service addresses a subset of the machine shop services segment, which IBISWorld, a market research firm, estimates was $34.9 billion in the United States in 2010. In addition, according to Jon Peddie Research, a market research firm, in December 2009 there were approximately 13 million users of CAD software worldwide, of which approximately 41%, or 5.3 million, were users of 3D CAD software. We believe a substantial portion of these 3D CAD users were product developers working in industries we serve, although we do not serve every application within these industries. From the inception of our company in 1999 through December 31, 2011, we have filled orders for approximately 20,000 product developers.

Our Solution

We have developed proprietary software and advanced manufacturing processes that automate much of the skilled labor conventionally required in quoting, production engineering and manufacturing custom parts. We believe our interactive web-based interface and highly automated processes address the desires of many product developers for a fast, efficient and competitively priced means of obtaining low-volume custom parts. Key elements of our solution include:

Sophisticated Technology that Reduces Turnaround Time. Our platform automates many aspects of the entire process from design submission through manufacturability analysis and feedback, quotation, order submission, mold design, tool path generation and mold or part manufacture. As a result, in many cases we are able to quote orders in minutes and ship parts in as little as one business day.

Enhanced Customer Experience. Our web-based customer interface provides a straightforward means of submitting 3D CAD part designs. Our technology can quickly analyze manufacturability and in many cases provides suggested design modifications to enhance manufacturability. Our interactive quotations provide instant visibility into the impact of changing an order’s various parameters such as material, finish, quantity or shipping schedule.

Attractive Low-Volume Pricing. Based on internal market research, we believe we generally have competitive pricing on low-volume orders. We believe this is a direct result of our technology and the efficiency of our operations, both of which were designed specifically for low-volume production.

Scale to Process Large Numbers of Unique Part Designs. Our proprietary, highly scalable quoting technology enables us to quickly analyze high volumes of 3D CAD part design submissions and provide feedback to our prospective product developer customers. Our proprietary manufacturing automation technology is also highly scalable, enabling us to process large numbers of unique designs and efficiently manufacture the related parts to meet the needs of product developers.

Our Competitive Advantages

We believe our leadership position is based on a number of distinct competitive advantages:

Advanced Proprietary Technology. Our proprietary technology automates much of the skilled labor conventionally required to quote and manufacture low-volume custom parts, including the often time-consuming steps of design submission, manufacturability analysis and feedback, quotation, order submission, mold design, tool path generation, mold or part manufacture, and production management. We believe our competitors typically lack the expertise and resources to develop similar technology.

Turnaround Speed. We believe we are generally the fastest provider of low-volume custom CNC machined or injection molded parts. Our solution allows product developers to submit designs at any time and enables us to ship parts to our customers in as little as one business day. Our competitors often require several days just to generate a price quotation and even longer if the order parameters are subsequently changed by the product developer.

Operations Designed for Low-Volume Manufacturing. Unlike conventional custom parts manufacturers, our operating model is specifically designed for efficient low-volume production. Our customer interactions occur primarily online, and our proprietary technology eliminates much of the skilled labor that typically accounts for a significant portion of the total costs in the low-volume custom parts manufacturing environment and enables us to quote many thousands of CNC machined or injection molded part designs per month, which we believe few of our competitors can match.

Marketing and Sales Strength. We have developed expertise in marketing to product developers, both within our existing customer companies and at companies we have not yet served. We have also built a professionally-led international sales organization focused on quickly following up on marketing leads and quotation requests, understanding our customers' internal initiatives and converting prospects into customers. We believe that most of our competitors lack the expertise and resources to establish and maintain an organized, international program of similar scale.

Deep Industry Knowledge. We believe that the volume of new custom part designs we process and the size and diversity of our customer base give us unique insight into the needs of our prospective customers. This has allowed us to focus our development resources on areas that we believe represent significant opportunities for our business.

Our Growth Strategy

The principal elements of our growth strategy are to:

Increase Penetration of Existing Customer Companies. We plan to expand our customer base to include more product developers within the companies that have already used our services. We believe a significant opportunity exists for us to leverage highly satisfied product developers to encourage others within the same organization to utilize our services, and we plan to combine these word-of-mouth referrals with the efforts of our marketing and sales force to identify and market our services to the colleagues of our existing customers.

Acquire New Customer Companies in Existing Geographic Markets. We plan to use our marketing and sales capabilities to continue to pursue product developers within companies who have not yet used our services. Our presence in geographic regions that have high populations of 3D CAD users provides us with a broad universe of potential new customer companies on which to focus our marketing and sales efforts.

Expand the Range of Parts We Offer. We regularly analyze the universe of customer design submissions that we are currently unable to manufacture and focus a significant portion of our research and development efforts on expanding the size and geometric complexity of the parts we are able to manufacture and the diversity of materials we are able to support in order to meet the needs of a broader set of product developers and consequently convert a higher number of quotation requests into orders.

Introduce New Manufacturing Processes. We seek to identify additional manufacturing processes to which we can apply our technology and expertise to meet a greater range of product developers' needs. We regularly evaluate new manufacturing processes that may attract new customers and provide us with an opportunity to cross-sell with our existing services to our existing customer base, and we introduce such services when we are confident that a sufficient market need exists and we can offer the same advantages our customers have come to expect from us.

Expand into New Geographic Markets. We believe there may be opportunities to grow by identifying and expanding into select additional geographic markets. We currently operate in the United States, Europe and Japan, where we believe a substantial portion of the world's product developers are located. We believe opportunities exist to serve the needs of product developers in select new geographic regions.

Capitalize on Increasing Customer Expectations for 24/7 Access to Comprehensive, User-Friendly E-Commerce Capabilities. We plan to further enhance the functionality and ease of use of our platform and expand the capabilities of our technology in order to further increase automation and meet the evolving needs of product developers worldwide. We will continue to use the Internet to provide product developers with a standardized interface through which they can upload their 3D CAD models and obtain firm, interactive quotations quickly and efficiently.

Risk Factors

Our business is subject to numerous risks, as more fully described in the section entitled "Risk Factors" immediately following this prospectus summary, beginning on page 9. You should read these risks before you invest in our common stock. We may be unable, for many reasons, including those that are beyond our control, to implement our business strategy. In particular, some of the risks associated with our business include:

- the level of competition in our industry and our ability to compete;
- our ability to continue to sell to existing customers and sell to new customers;
- our ability to respond to changes in our industry;
- our ability to meet the needs of product developers;
- our ability to meet product developers' expectations regarding quick turnaround time and price;
- any failure to maintain and enhance our brand;
- our ability to process a large volume of designs and identify significant opportunities in our business;
- the adoption rate of e-commerce and 3D CAD software by product developers;
- the loss of key personnel or failure to attract, integrate and retain additional personnel;
- our ability to effectively grow our business and manage our growth;
- system interruptions at our operating facilities, in particular our Minnesota location;
- our ability to protect our intellectual property and not infringe others' intellectual property; and
- our ability to effectively transition to and operate as a public company.

Corporate Information

Proto Labs, Inc. was incorporated in Minnesota in 1999. The address of our principal executive offices is 5540 Pioneer Creek Drive, Maple Plain, Minnesota 55359, and our telephone number at this address is (763) 479-3680. Our website address is www.protolabs.com. The information contained in or that can be accessed through our website is not part of this prospectus.

Unless the context indicates otherwise, as used in this prospectus, the terms "Proto Labs," "we," "us" and "our" refer to Proto Labs, Inc. and its subsidiaries taken as a whole.

"Proto Labs®," "Protomold®," "Firstcut®," "ProtoQuote®," and "FirstQuote®" are registered trademarks in the U.S. and certain other countries. This prospectus also includes references to trademarks and service marks of other entities, and those trademarks and service marks are the property of their respective owners.

The Offering

Common stock offered by us	4,300,000 shares.
Common stock to be outstanding immediately after this offering	23,187,708 shares.
Over-allotment option	We have granted the underwriters an option for a period of 30 days to purchase up to an additional 645,000 shares of common stock.
Use of proceeds	We intend to use the net proceeds from this offering for working capital and general corporate purposes. See “Use of Proceeds.”
Risk factors	You should read the “Risk Factors” section of this prospectus beginning on page 9 and all of the other information set forth in this prospectus for a discussion of factors to consider carefully before deciding to invest in shares of our common stock.
Proposed New York Stock Exchange symbol	We have applied for listing of our common stock on the New York Stock Exchange under the symbol “PRLB.”
Potential insider participation	North Bridge Growth Equity I, L.P., or North Bridge, a principal shareholder that is affiliated with a board member, has indicated an interest in purchasing up to approximately 430,000 shares of our common stock in this offering at the initial public offering price. However, because this indication of interest is not a binding agreement or commitment to purchase, our underwriters may determine to sell more, less or no shares in this offering to North Bridge, or North Bridge may determine to purchase more, less or no shares in this offering. The underwriters will receive the same discounts and commissions from any shares of our common stock purchased by North Bridge as they will from any other shares of our common stock sold to the public in this offering. Any shares purchased by North Bridge will be subject to the lock-up restrictions described in “Shares Eligible for Future Sale.”

Outstanding Shares

The number of shares of our common stock that will be outstanding after this offering is based on 18,887,708 shares outstanding as of December 31, 2011, and excludes:

- 2,099,300 shares of common stock issuable upon the exercise of outstanding options under our 2000 Stock Option Plan as of December 31, 2011, having a weighted average exercise price of $6.18 per share;
- 105,000 shares of common stock issuable upon the exercise of outstanding warrants as of December 31, 2011, having a weighted average exercise price of $1.79 per share;
- 3,500,000 additional shares of common stock reserved for future issuance under our 2012 Long-Term Incentive Plan; and
- 1,500,000 additional shares of common stock reserved for future issuance under our Employee Stock Purchase Plan.

Unless otherwise noted, the information in this prospectus assumes:

- a 14-for-1 forward stock split of our common stock to be effected prior to the completion of this offering;
- the conversion of all of our outstanding shares of Series A preferred stock into an aggregate of 5,991,790 shares of common stock upon the completion of this offering;
- the filing of our third amended and restated articles of incorporation and the adoption of our amended and restated by-laws upon the completion of this offering; and
- no exercise of the underwriters' over-allotment option.

Summary Consolidated Financial Data

The following tables set forth our summary consolidated financial data for the periods and at the dates indicated. The summary consolidated financial data for the years ended December 31, 2009, 2010 and 2011 and as of December 31, 2010 and 2011 have been derived from our audited consolidated financial statements included elsewhere in this prospectus.

The historical results presented below are not necessarily indicative of the results to be expected for any future period. The consolidated pro forma financial data are unaudited, are presented for informational purposes only and do not purport to represent what our financial results or position actually would have been had the events so described occurred on the dates indicated or to project our financial position as of any future date. This information should be read in conjunction with “Risk Factors,” “Selected Consolidated Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our consolidated financial statements and the related notes included elsewhere in this prospectus.

	Year Ended December 31,		
	2009	2010	2011
	(in thousands, except share and per share amounts)		
Consolidated Statements of Operations Data:			
Revenue	$ 43,833	$ 64,919	$ 98,939
Cost of revenue	18,559	25,443	39,324
Gross profit	25,274	39,476	59,615
Operating expenses:			
Marketing and sales	8,262	10,867	15,752
Research and development	3,140	4,281	5,222
General and administrative	5,965	7,629	11,772
Loss on impairment of foreign subsidiary assets	—	773	—
Total operating expenses	17,367	23,550	32,746
Income from operations	7,907	15,926	26,869
Other income (expense), net	(517)	(213)	(114)
Income before income taxes	7,390	15,713	26,755
Provision for income taxes	3,167	4,762	8,783
Net income	4,223	10,951	17,972
Less: dividends on redeemable preferred stock	(4,180)	(4,179)	(4,179)
Less: undistributed earnings allocated to preferred shareholders	(16)	(2,377)	(4,507)
Net income attributable to common shareholders	$ 27	$ 4,395	$ 9,286
Net income per share attributable to common shareholders: [1]			
Basic	$ 0.00	$ 0.40	$ 0.75
Diluted	$ 0.00	$ 0.34	$ 0.67
Weighted average shares outstanding: [1]			
Basic	10,564,946	11,079,432	12,352,004
Diluted	13,201,762	13,051,458	13,939,072
Pro forma net income per share (unaudited) [1]			
Basic		$ 0.64	$ 0.98
Diluted		$ 0.58	$ 0.90
Pro forma weighted average shares outstanding used in computing net income per share (unaudited) [1]			
Basic		17,071,222	18,343,794
Diluted		19,043,248	19,930,862
Other Financial Data:			
Adjusted EBITDA (unaudited)[2]	$ 11,059	$ 20,513	$ 32,263

Stock-based compensation expense included in the statements of operations data above is as follows:

	Year Ended December 31,		
	2009	2010	2011
	(in thousands)		
Cost of revenue	$ 29	$ 39	$ 78
Operating expenses:			
Marketing and sales	70	84	215
Research and development	53	73	274
General and administrative	93	135	563
Total stock-based compensation	$ 245	$ 331	$1,130

	December 31, 2011 (in thousands)		
	Actual	Pro Forma [3]	Pro Forma As Adjusted [3][4]
Consolidated Balance Sheet Data:			
Cash and cash equivalents	$ 8,135	$ 8,135	$ 62,121
Working capital	18,138	18,138	72,124
Total assets	62,326	62,326	116,312
Total liabilities	15,675	15,675	15,675
Redeemable convertible preferred stock and redeemable common stock	66,894	—	—
Total shareholders' equity (deficit)	$(20,243)	$ 46,651	$ 100,637

(1) See Note 2 of Notes to Consolidated Financial Statements for an explanation of the method used to calculate net income per basic and diluted share attributable to common shareholders, unaudited pro forma net income per basic and diluted share for the years ended December 31, 2010 and 2011, and the related weighted average shares outstanding.

(2) We define adjusted EBITDA as net income, plus provision for income taxes, other expense, net, depreciation and amortization, loss on impairment of foreign subsidiary assets and stock-based compensation. See "Selected Consolidated Financial Data—Adjusted EBITDA" for more information and for a reconciliation of adjusted EBITDA to net income, the most directly comparable measure calculated and presented in accordance with U.S. generally accepted accounting principles, or GAAP.

(3) The consolidated balance sheet data as of December 31, 2011 are presented:

- on an actual basis;
- on a pro forma basis to reflect the conversion of all outstanding shares of our preferred stock into 5,991,790 shares of our common stock upon the completion of this offering as if it had occurred on December 31, 2011; and
- on a pro forma as adjusted basis to also reflect the sale by us of 4,300,000 shares of our common stock in this offering at an assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, less estimated underwriting discounts and commissions and estimated offering expenses payable by us, as if it had occurred on December 31, 2011.

(4) A $1.00 increase (decrease) in the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) each of cash and cash equivalents, working capital, total assets and total shareholders' equity (deficit) by $4.0 million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, a one million share increase (decrease) in the number of shares offered by us, as set forth on the cover of this prospectus, would increase (decrease) each of cash and cash equivalents, working capital, total assets and total shareholders' equity (deficit) by $13.0 million, assuming the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Risk Factors

Investing in our common stock involves a high degree of risk. You should carefully consider each of the following risk factors and all of the other information set forth in this prospectus, including our consolidated financial statements and related notes, before investing in our common stock. The following risks and the risks described elsewhere in this prospectus, including in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," could materially harm our business, prospects, financial condition, future results and cash flow. If that occurs, the trading price of our common stock could decline, and you could lose all or part of your investment.

Risks Relating to Our Business

We face significant competition and expect to face increasing competition in many aspects of our business, which could cause our operating results to suffer.

The market for low-volume custom parts manufacturing is fragmented, highly competitive and subject to rapid and significant technological change. We compete for customers with a wide variety of custom parts manufacturers and methods. Some of our current and potential competitors include captive in-house services, other custom manufacturers, and alternative manufacturing vendors such as those utilizing stereolithography, selective laser sintering, fused deposition modeling and 3D printing. Moreover, some of our existing and potential competitors are researching, designing, developing and marketing other types of products and services. We also expect that future competition may arise from the development of allied or related techniques for custom parts manufacturing that are not encompassed by our patents, from the issuance of patents to other companies that may inhibit our ability to develop certain products and from improvements to existing technologies. And our competitors may attempt to adopt and improve upon key aspects of our business model, such as development of technology that automates much of the manual labor conventionally required to quote and manufacture low-volume custom parts, implementation of interactive web-based and automated user interface and quoting systems and/or building scalable operating models specifically designed for efficient low-volume production. Third-party CAD software companies may develop software that mold-makers, injection molders and CNC machine shops could use to compete with our business model. Additive manufacturers may develop stronger, higher temperature resins or introduce other improvements that could more effectively compete with us on part quality. We may also, from time to time, establish alliances or relationships with other competitors or potential competitors. To the extent companies terminate such relationships and establish alliances and relationships with our competitors, our business could be harmed.

Existing and potential competitors may have substantially greater financial, technical, sales and marketing, manufacturing, distribution and other resources and name recognition than us, as well as experience and expertise in intellectual property rights and operating within certain international locations, any of which may enable them to compete effectively against us.

Though we plan to continue to expend resources to develop new technologies, processes and services, we cannot assure you that we will be able to maintain our current position or continue to compete successfully against current and future sources of competition. Our challenge in developing new services is finding services for which our automated quotation and manufacturing processes offer an attractive value proposition, and we may not be able to find any new services with potential economies of scale similar to our molding and machining services. If we do not keep pace with technological change and introduce new technologies, processes and services, the demand for our products and services may decline and our operating results may suffer.

Our success depends on our ability to deliver products and services that meet the needs of product developers and to effectively respond to changes in our industry.

We derive almost all of our revenue from the manufacture and sale to product developers of quick-turn low volumes of custom parts for prototyping, support of internal manufacturing and limited quantity product release. Our business has been and we believe will continue to be affected by changes in product developer requirements and preferences, rapid technological change, new product and service introductions and the emergence of new standards and practices, any of which could render our technology, products and services less attractive, uneconomical or obsolete. To the extent that our customers' need for quick-turn parts decreases for any reason, it would likely have a material adverse affect on our business and operating results and harm our competitive position. In addition, CAD simulation and other technologies may reduce the demand for physical prototype parts. Therefore, we believe that to remain competitive, we must continually expend resources to enhance and improve our technology, product offerings and services.

In particular, we plan to increase our research and development efforts and to continue to focus a significant portion of those efforts to further develop our technology in areas such as our interactive user interface and manufacturing processes, potentially introduce new manufacturing processes and broaden the range of parts that we are able to manufacture. We believe successful execution of this part of our business plan is critical for our ability to compete in our industry and grow our business, and there are no guarantees we will be able to do so in a timely fashion, or at all. Broadening the range of parts we offer is of particular importance since limitations in manufacturability are the primary reason we are not able to fulfill many quotation requests. There are no guarantees that the resources devoted to executing on this aspect of our business plan will improve our business and operating results or result in increased demand for our products and services. Failures in this area could adversely impact our operating results and harm our reputation and brand. And even if we are successful in executing in these areas, our industry is subject to rapid and significant technological change, and our competitors may develop new technologies, processes and services that are superior to ours.

Any failure to properly meet the needs of product developers or respond to changes in our industry on a cost-effective and timely basis, or at all, would likely have a material adverse affect on our business and operating results and harm our competitive position.

Our failure to meet our product developers' expectations regarding quick turnaround time would adversely affect our business and results of operations.

We believe many product developers are facing increased pressure from global competitors to be first to market with their finished products, often resulting in a need for quick turnaround of custom parts. We believe our ability to quickly quote, manufacture and ship custom parts has been an important factor in our results to date. There are no guarantees we will be able to meet product developers' increasing expectations regarding quick turnaround time, especially as we increase the scope of our operations. If we fail to meet our customers' expectations regarding turnaround time in any given period, our business and results of operations will likely suffer.

Our failure to meet our product developers' price expectations would adversely affect our business and results of operations.

Demand for our services is sensitive to price. We believe our competitive pricing has been an important factor in our results to date. Therefore, changes in our pricing strategies can have a significant impact on our business and ability to generate revenue. Many factors, including our production and personnel costs and our competitors' pricing and marketing strategies, can significantly impact our pricing strategies. If we fail to meet our customers' price expectations in any given period, demand for our products and services could be negatively impacted and our business and results of operations could suffer.

The strength of our brand is important to our business, and any failure to maintain and enhance our brand would hurt our ability to retain and expand our customer base as well as further penetrate existing customers.

Since our products and services are sold primarily through our websites, the success of our business depends upon our ability to attract new and repeat customers to our websites in order to increase business and grow our revenue. Customer awareness of, and the perceived value of, our brand will depend largely on the success of our marketing

efforts, as well as our ability to consistently provide quality custom parts within the required timeframes and positive customer experiences, which we may not do successfully. A primary component of our business strategy is the continued promotion and strengthening of our brand, and we have incurred and plan to continue to incur substantial expense related to advertising and other marketing efforts directed toward enhancing our brand. We have initiated marketing efforts through social media, but this method of marketing may not be successful and subjects us to a greater risk of inconsistent messaging and bad publicity. We may choose to increase our branding expense materially, but we cannot be sure that this investment will be profitable. If we are unable to successfully maintain and enhance our brand, this could have a negative impact on our business and ability to generate revenue.

Our business depends in part on our ability to process a large volume of new part designs from a diversity of product developers and successfully identify significant opportunities for our business based on those submissions.

We believe the volume of new part designs we process and the size and diversity of our customer base give us valuable insight into the needs of our prospective customers. We utilize this industry knowledge to determine where we should focus our development resources. If the number of new part designs we process or the size and diversity of our customer base decrease, our ability to successfully identify significant opportunities for our business and meet the needs of product developers could be negatively impacted. In addition, even if we do continue to process a large number of new part designs and work with a significant and diverse customer base, there are no guarantees that any industry knowledge we extract from those interactions will be successfully utilized to help us identify significant business opportunities or better understand the needs of product developers.

The loss of one or more key members of our management team or personnel, or our failure to attract, integrate and retain additional personnel in the future, could harm our business and negatively affect our ability to successfully grow our business.

We are highly dependent upon the continued service and performance of the key members of our management team and other personnel. The loss of any of these individuals, each of whom is “at will” and may terminate his or her employment relationship with us at any time, could disrupt our operations, harm our reputation and brand, and significantly delay or prevent the achievement of our business objectives. Moreover, some of the members of our management are new to our team. We believe that our future success will also depend in part on our continued ability to identify, hire, train and motivate qualified personnel. For example, we are seeking to hire a significant number of personnel for manufacturing positions in 2012. We conduct our operations in the United States at our facilities in Maple Plain, Minnesota, approximately 20 miles west of downtown Minneapolis. A possible shortage of qualified individuals in this region might require us to pay increased compensation to attract and retain key employees, thereby increasing our costs. In addition, we face intense competition for qualified individuals from numerous companies, many of whom have substantially greater financial and other resources and name recognition than us. We may be unable to attract and retain suitably qualified individuals who are capable of meeting our growing operational, managerial and other requirements, or we may be required to pay increased compensation in order to do so. Our failure to attract, hire, integrate and retain qualified personnel could impair our ability to achieve our business objectives.

If we fail to grow our business as anticipated, our net sales and profitability will be adversely affected.

We are attempting to grow our business substantially. To this end, we have made and expect to continue to make significant investments in our business, including investments in our infrastructure, technology, and sales and marketing efforts. These investments include dedicated facilities expansion and increased staffing, both domestic and international. If our business does not generate the level of revenue required to support our investment, our net sales and profitability will be adversely affected.

If we are unable to manage our growth and expand our operations successfully, our reputation and brand may be damaged, and our business and results of operations may be harmed.

Over the past several years, we have experienced rapid growth. For example, we have grown from approximately 230 full-time employees as of January 1, 2008 to 511 full-time employees as of December 31, 2011. We have expanded internationally, including establishing manufacturing operations in Europe in 2005 and in Japan in late 2009. In 2011, we added a number of key individuals to our organization. We expect this growth to continue and accelerate and the number of countries and facilities from which we operate to continue to increase in the future. Our ability to effectively manage our anticipated growth and expansion of our operations will require us to do, among other things, the following:

- enhance our operational, financial and management controls and infrastructure, human resource policies, and reporting systems and procedures, in particular as we transition to a public company;
- effectively scale our operations, including accurately predicting the need for additional staffing;
- successfully identify, recruit, hire, train, maintain, motivate and integrate additional employees;
- expand our international resources; and
- expand our facilities and equipment.

These enhancements and improvements will require significant capital expenditures and allocation of valuable management and employee resources. And our growth, combined with the geographical dispersion of our operations, has placed, and will continue to place, a strain on our operational, financial and management infrastructure. Our future financial performance and our ability to execute on our business plan will depend, in part, on our ability to effectively manage any future growth and expansion. There are no guarantees we will be able to do so in an efficient or timely manner, or at all. Our failure to effectively manage growth and expansion could have a material adverse effect on our business, results of operations, financial condition, prospects, and reputation and brand, including impairing our ability to perform to our customers' expectations.

We may not timely and effectively scale and adapt our existing technology, processes and infrastructure to meet the needs of our business.

A key element to our continued growth is the ability to quickly and efficiently quote an increasing number of product developer submissions across geographies and to manufacture the related parts. This will require us to timely and effectively scale and adapt our existing technology, processes and infrastructure to meet the needs of our business. With respect to our websites and quoting technology, it may become increasingly difficult to maintain and improve their performance, especially during periods of heavy usage and as our solutions become more complex and our user traffic increases across geographies. Similarly, our manufacturing automation technology may not enable us to process the large numbers of unique designs and efficiently manufacture the related parts in a timely fashion to meet the needs of product developers as our business continues to grow. Any failure in our ability to timely and effectively scale and adapt our existing technology, processes and infrastructure could negatively impact our ability to retain existing customers and attract new customers, damage our reputation and brand, result in lost revenue, and otherwise substantially harm our business and results of operations.

If we are unable to maintain our gross margin from sales of our products, our profitability will be adversely affected.

Our current business plan entails increasing our sales and the scope of our operations while maintaining relatively high gross margin. However, there is no guarantee we will be successful in doing so. Pricing pressure could require us to lower the prices we charge our customers. A number of factors may increase our direct costs. Any inability to maintain our gross margin will have an adverse effect on our profitability and may result in a decrease in our stock price.

Numerous factors may cause us not to maintain the revenue growth that we have historically experienced.

Although our revenue has grown from $35.9 million for the year ended December 31, 2007 to $98.9 million for the year ended December 31, 2011, we likely will not be able to maintain our historical rate of revenue growth. We

believe that our continued revenue growth will depend on many factors, a number of which are out of our control, including among others, our ability to:

- retain and further penetrate existing customer companies, as well as attract new customer companies;
- consistently execute on custom part orders in a manner that satisfies product developers' needs and provides them with a superior experience;
- continually develop new technologies or manufacturing processes, and broaden the range of parts we offer;
- successfully execute on our international strategy and expand into new geographic markets;
- capitalize on product developer expectations for access to comprehensive, user-friendly e-commerce capabilities 24 hour per day/7 days per week;
- increase the strength and awareness of our brand across geographies;
- respond to changes in product developer needs, technology and our industry; and
- react to challenges from existing and new competitors.

We cannot assure you that we will be successful in continuing to grow our business and revenue, and in addressing the factors above.

Our operating results and financial condition may fluctuate on a quarterly and annual basis.

Our operating results and financial condition may fluctuate from quarter to quarter and year to year, and are likely to continue to vary due to a number of factors, some of which are outside of our control. And our operating results may fail to match our past performance. These events could in turn cause the market price of our common stock to fluctuate. If our operating results do not meet the expectations of securities analysts or investors, who may derive their expectations by extrapolating data from recent historical operating results, the market price of our common stock will likely decline.

Our operating results and financial condition may fluctuate due to a number of factors, including those listed below and those identified throughout this "Risk Factors" section:

- the development of new competitive systems or processes by others;
- the entry of new competitors into our market whether by established companies or by new companies;
- changes in the size and complexity of our organization, including our international operations;
- levels of sales of our products and services to new and existing customers;
- the geographic distribution of our sales;
- changes in product developer preferences or needs;
- changes in the amount that we invest to develop, acquire or license new technologies and processes;
- delays between our expenditures to develop, acquire or license new technologies and processes, and the generation of sales related thereto;
- our ability to timely and effectively scale our business during periods of sequential quarterly or annual growth or reduce our expenses during periods of declining sequential quarterly or annual revenue;
- changes in our pricing policies or those of our competitors, including our responses to price competition;
- changes in the amount we spend in our marketing and other efforts;
- unexpected increases in expenses as compared to our related accounting accruals or operating plan;
- the volatile global economy;
- general economic and industry conditions that affect customer demand and product development trends;
- interruptions to or other problems with our website and interactive user interface, information technology systems, manufacturing processes or other operations;
- changes in accounting rules and tax and other laws; and

- plant shutdowns due to a health pandemic or weather conditions (for example, our Maple Plain, Minnesota facilities shut down for three days in December 2010 due to snow storms).

Due to all of the foregoing factors and the other risks discussed in this “Risk Factors” section, you should not rely on quarter-to-quarter or year-to-year comparisons of our operating results as an indicator of future performance.

Interruptions to or other problems with our website and interactive user interface, information technology systems, manufacturing processes or other operations could damage our reputation and brand and substantially harm our business and results of operations.

The satisfactory performance, reliability, consistency, security and availability of our websites and interactive user interface, information technology systems, manufacturing processes and other operations are critical to our reputation and brand, and our ability to effectively service product developers. Any interruptions or other problems that cause any of our websites, interactive user interface or information technology systems to malfunction or be unavailable, or negatively impact our manufacturing processes or other operations, may damage our reputation and brand, result in lost revenue, cause us to incur significant costs seeking to remedy the problem and otherwise substantially harm our business and results of operations.

A number of factors or events could cause such interruptions or problems, including among others: human and software errors, design faults, challenges associated with upgrades, changes or new facets of our business, power loss, telecommunication failures, fire, flood, extreme weather, political instability, acts of terrorism, war, break-ins and security breaches, contract disputes, labor strikes and other workforce related issues, capacity constraints due to an unusually large number of product developers accessing our websites or ordering parts at the same time, and other similar events. These risks are augmented by the fact that our customers come to us largely for our quick-turn manufacturing capabilities and that accessibility and turnaround speed are often of critical importance to these product developers. We are dependent upon our facilities through which we satisfy all of our production demands and in which we house all of the computer hardware necessary to operate our websites and systems as well as managerial, customer service, sales, marketing and other similar functions, and we have not identified alternatives to these facilities or established fully redundant systems in multiple locations. We have back-up computing systems for our U.S. and Japanese operations, but we only have one computing system in the United Kingdom. In the event of a significant shutdown of our U.K. computing system, manufacturing operations in the United Kingdom could be affected for an extended period, delaying shipments and adversely affecting our operating results. In addition, we are dependent in part on third parties for the implementation and maintenance of certain aspects of our communications and production systems, and therefore preventing, identifying and rectifying problems with these aspects of our systems is to a large extent outside of our control.

Moreover, the business interruption insurance that we carry may not be sufficient to compensate us for the potentially significant losses, including the potential harm to the future growth of our business, that may result from interruptions in our service as a result of system failures.

Global economic conditions may harm our ability to do business, increase our costs and negatively affect our stock price.

We believe the global recession in 2008 and 2009 was a major factor in our revenue decreasing 1.4% and our income from operations decreasing 25.8% in 2009 compared to 2008. Though we believe that we are emerging from this global recession, which caused failures of financial institutions and led to government intervention in the United States, Europe, Asia and other regions of the world, we currently face additional global challenges, including those associated with rising government debt levels in a number of countries. The prospects for economic growth in the United States and other countries remain uncertain and could worsen. Economic concerns and other issues such as reduced access to capital for businesses may cause product developers to further delay or reduce the product development projects that our business supports. Given the continued uncertainty concerning the global economy, we face risks that may arise from financial difficulties experienced by our suppliers and product developers and other related risks to our business.

We operate a global business that exposes us to additional risks.

We have established our operations in the United States, Europe and Japan and are seeking to further expand our international operations. As of December 31, 2011, we had sold products into more than 50 countries. In addition

to English, our website is available in British English, French, German, Italian, Japanese and Spanish. Our international revenue accounted for approximately 26% of our total revenue in each of the years ended December 31, 2010 and 2011. The future growth and profitability of our international business is subject to a variety of risks and uncertainties. Many of the following factors have adversely affected our international operations and sales to customers located outside of the United States and may again in the future:

- difficulties in staffing and managing foreign operations, particularly in new geographic locations;
- challenges in providing solutions across a significant distance, in different languages and among different cultures;
- rapid changes in government, economic and political policies and conditions, political or civil unrest or instability, terrorism or epidemics, and other similar outbreaks or events;
- fluctuations in foreign currency exchange rates;
- differences in product developer preferences and means of procuring parts;
- compliance with and changes in foreign laws and regulations, as well as U.S. laws affecting the activities of U.S. companies abroad, including those associated with export controls, tariffs and embargoes, other trade restrictions and antitrust and data privacy concerns;
- different, complex and changing laws governing intellectual property rights, sometimes affording companies lesser protection in certain areas;
- lower levels of use of the Internet or 3D CAD software;
- seasonal reductions in business activity in certain parts of the world, particularly during the summer months in Europe;
- higher costs of doing business internationally;
- interruptions resulting from any events affecting raw material supply or manufacturing capabilities abroad;
- protectionist laws and business practices that favor local producers and service providers;
- taxation;
- energy costs;
- restrictions imposed by local labor practices and laws on our business and operations;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- transportation delays; and
- increased payment risk and higher levels of payment fraud.

Our business depends on product developers' demand for our services, the general economic health of current and prospective customers, and companies' desire or ability to make investments in new products. A deterioration of global, regional or local political, economic or social conditions could affect potential customers in ways that reduce demand for our services, disrupt our manufacturing and sales plans and efforts or otherwise negatively impact our business. Acts of terrorism, wars, public health issues and increased energy costs could disrupt commerce in ways that could impair our ability to get products to our customers and increase our manufacturing and delivery costs. We have not undertaken hedging transactions to cover our foreign currency exposure, and changes in foreign currency exchange rates may negatively impact reported revenue and expenses. In addition, our sales are often made on unsecured credit terms, and a deterioration of political, economic or social conditions in a given country or region could reduce or eliminate our ability to collect accounts receivable in that country or region. In any of these events, our results of operations could be materially and adversely affected.

We face risks in connection with changes in energy expenses and availability.

We depend on various energy products in processes used in our business. Generally, we acquire energy products at market prices and do not use financial instruments to hedge energy prices. As a result, we are exposed to market risks related to changes in energy prices. In addition, many of the customers and industries to whom we market our services are directly or indirectly dependent upon the cost and availability of energy resources. Our business and profitability may be materially and adversely affected to the extent that energy-related expenses increase, both as a result of higher costs of producing, and potentially lower profit margins in selling, our services and because increased energy costs may cause our customers to delay or reduce the product development projects that our

business supports. In addition, events impacting the availability of energy required to operate our business, such as the recent earthquakes and tsunami in Japan, could disrupt our business and negatively impact our operating results.

If a natural or man-made disaster strikes any of our manufacturing facilities, we will be unable to manufacture our products for a substantial amount of time and our sales will decline.

We manufacture all of our products in five manufacturing facilities, three of which are located in Maple Plain, Minnesota and one of which is located in each of Telford, United Kingdom and Ebina, Japan. These facilities and the manufacturing equipment we use would be costly to replace and could require substantial lead time to repair or replace. We expect to commence manufacturing operations at a facility in Rosemount, Minnesota in the first quarter of 2012. Our facilities may be harmed by natural or man-made disasters, including, without limitation, earthquakes, floods, tornadoes, fires, tsunamis and nuclear disasters. Our Maple Plain facilities are within 25 miles of a nuclear power plant in Monticello, Minnesota and could be affected by an evacuation or accident at such plant. Recently, the earthquakes and tsunami and subsequent problems affecting nuclear power plants in Japan have dramatically impacted Japan's manufacturing capacity and business activities. These events impacted our operations in Japan. The long-term effect of these events is still uncertain, and we may continue to experience operational challenges in Japan. In addition, if these circumstances should worsen, our business plan and future revenue and profitability could be further negatively affected.

In the event any of our facilities are affected by a disaster, we may:

- be unable to meet the shipping deadlines of our customers;
- experience disruptions in our ability to process submissions and generate quotations, manufacture and ship parts, provide sales and marketing support and customer service, and otherwise operate our business, any of which could negatively impact our business;
- be forced to rely on third-party manufacturers;
- need to expend significant capital and other resources to address any damage caused by the disaster; and
- lose customers and we may be unable to regain those customers thereafter.

Although we possess insurance for damage to our property and the disruption of our business from casualties, this insurance may not be sufficient to cover all of our potential losses and may not continue to be available to us on acceptable terms, or at all.

We depend on the continued growth of product developers' e-commerce expectations when working with their custom parts manufacturers and their migration from 2D to 3D CAD software.

The business of selling custom parts over the Internet via an interactive web-based and automated user interface and quoting system is not widespread in our industry. Moreover, many product developers still utilize 2D CAD software. Concerns about privacy and technological and other problems may discourage some product developers from adopting the Internet as the medium for procuring their custom parts or adopting 3D CAD software, particularly in countries where e-commerce and 3D CAD software are not as prevalent as they are in our current markets or with product developers in industries not well suited to utilize our services, such as architecture. In order to expand our customer base, we must appeal to and procure customers who historically have used more traditional means of commerce and/or 2D CAD drawings to purchase their customer parts. If product developers are not sufficiently attracted to the value proposition of or satisfied with our web-based interface and quotation system, or product developers do not continue to migrate to 3D CAD software as we currently anticipate, our business could be adversely impacted.

If our present single or limited source suppliers become unavailable or inadequate, our customer relationships, results of operations and financial condition may be adversely affected.

We acquire substantially all of the manufacturing equipment and certain of our materials that are critical to the ongoing operation and future growth of our business from just a few third parties. We do not have long-term supply contracts with any of our suppliers and operate on a purchase-order basis. While most manufacturing equipment and materials for our products are available from multiple suppliers, certain of those items are only available from single or limited sources. Should any of our present single or limited source suppliers for manufacturing equipment or

materials become unavailable or inadequate, or impose terms unacceptable to us such as increased pricing terms, we could be required to spend a significant amount of time and expense to develop alternate sources of supply, and we may not be successful in doing so on terms acceptable to us, or at all. Natural disasters, such as hurricanes, may affect our supply of materials, particularly resins, from time to time, and we may purchase larger amounts of certain materials in anticipation of future shortages or increases in pricing. For instance, we purchased a two-year supply of carbide blanks, which are used to manufacture end mills used in our CNC machining equipment, because tungsten, a component of carbide, is expected to be in low supply globally for approximately two years. In the third and fourth quarters of 2011, we placed orders totalling approximately $1.3 million for two years' worth of carbide blanks, based on our current projections, to try to ensure that we have a continuous supply of end mills, but we may still run short and be required to purchase carbide blanks on the open market at likely much higher prices. In addition, if we were unable to find a suitable supplier for a particular type of manufacturing equipment or material, we could be required to modify our existing business processes and offerings to accommodate the situation. As a result, the loss of a single or limited source supplier could adversely affect our relationship with our customers and our results of operations and financial condition.

Our business depends on the development and maintenance of the Internet infrastructure.

The success of our services will depend largely on the development and maintenance of the Internet infrastructure. This includes maintenance of a reliable network backbone with the necessary speed, data capacity, and security, as well as timely development of complementary products, for providing reliable Internet access and services. The Internet has experienced, and is likely to continue to experience, significant growth in the numbers of users and amount of traffic. The Internet infrastructure may be unable to support such demands. In addition, increasing numbers of users, increasing bandwidth requirements, or problems caused by "viruses," "worms," malware and similar programs may harm the performance of the Internet. The backbone computers of the Internet have been the targets of such programs. The Internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure, and it could face outages and delays in the future. These outages and delays could reduce the level of Internet usage generally as well as the level of usage of our services, which could adversely impact our business.

If the security of our customers' confidential information stored in our systems is breached or otherwise subjected to unauthorized access, our reputation or brand may be harmed, and we may be exposed to liability.

Our system stores, processes and transmits our customers' confidential information, including the intellectual property in their part designs, credit card information and other sensitive data. We rely on encryption, authentication and other technologies licensed from third parties, as well as administrative and physical safeguards, to secure such confidential information. Any compromise of our information security could damage our reputation and brand and expose us to a risk of loss, costly litigation and liability that would substantially harm our business and operating results. We may not have adequately assessed the internal and external risks posed to the security of our company's systems and information and may not have implemented adequate preventative safeguards or take adequate reactionary measures in the event of a security incident. In addition, most states have enacted laws requiring companies to notify individuals and often state authorities of data security breaches involving their personal data. These mandatory disclosures regarding a security breach often lead to widespread negative publicity, which may cause our existing and prospective customers to lose confidence in the effectiveness of our data security measures. Any security breach, whether successful or not, would harm our reputation and brand and could cause the loss of customers.

We may not be able to adequately protect or enforce our intellectual property rights, which could impair our competitive position.

Our success and future revenue growth will depend, in part, on our ability to protect our intellectual property. We rely primarily on patents, licenses, trademarks and trade secrets, as well as non-disclosure agreements and other methods, to protect our proprietary technologies and processes globally. Despite our efforts to protect our proprietary technologies and processes, it is possible that competitors or other unauthorized third parties may obtain, copy, use or disclose our technologies and processes. We cannot assure you that any of our existing or future patents will not be challenged, invalidated or circumvented. As such, any rights granted under these patents may not provide us with meaningful protection. We may not be able to obtain foreign patents corresponding to our U.S. patents. Even if

foreign patents are granted, effective enforcement in foreign countries may not be available. If our patents and other intellectual property do not adequately protect our technology, our competitors may be able to offer services similar to ours. Our competitors may also be able to develop similar technology independently or design around our patents. Any of the foregoing events would lead to increased competition and lower revenue or gross margin, which would adversely affect our net income.

We may be subject to infringement claims.

We may be subject to intellectual property infringement claims from individuals, vendors and other companies who have acquired or developed patents in the fields of CNC machining, injection molding or part production for purposes of developing competing products or for the sole purpose of asserting claims against us. Any claims that our products or processes infringe the intellectual property rights of others, regardless of the merit or resolution of such claims, could cause us to incur significant costs in responding to, defending and resolving such claims, and may prohibit or otherwise impair our ability to commercialize new or existing products. If we are unable to effectively defend our processes, our market share, sales and profitability could be adversely impacted.

Our failure to expand our intellectual property portfolio could adversely affect the growth of our business and results of operations.

Expansion of our intellectual property portfolio is one of the available methods of growing our revenue and our profits. This involves a complex and costly set of activities with uncertain outcomes. Our ability to obtain patents and other intellectual property can be adversely affected by insufficient inventiveness of our employees, by changes in intellectual property laws, treaties, and regulations, and by judicial and administrative interpretations of those laws treaties and regulations. Our ability to expand our intellectual property portfolio could also be adversely affected by the lack of valuable intellectual property for sale or license at affordable prices. There is no assurance that we will be able to obtain valuable intellectual property in the jurisdictions where we and our competitors operate or that we will be able to use or license that intellectual property.

We may be subject to product liability claims, which could result in material expense, diversion of management time and attention and damage to our business and reputation and brand.

The prototype parts we manufacture and the parts we manufacture in low volumes may contain undetected defects or errors that are not discovered until after the products have been installed and used by customers. This could result in claims from customers or others, damage to our business and reputation and brand, or significant costs to correct the defect or error.

We attempt to include provisions in our agreements with customers that are designed to limit our exposure to potential liability for damages arising from defects or errors in our products. However, it is possible that these limitations may not be effective as a result of unfavorable judicial decisions or laws enacted in the future.

The sale and support of our products entails the risk of product liability claims. Any product liability claim brought against us, regardless of its merit, could result in material expense, diversion of management time and attention, damage to our business and reputation and brand, and cause us to fail to retain existing customers or to fail to attract new customers.

Government regulation of the Internet and e-commerce is evolving, and unfavorable changes or failure by us to comply with these regulations could substantially harm our business and results of operations.

We are subject to general business regulations and laws as well as regulations and laws specifically governing the Internet and e-commerce. Existing and future laws and regulations may impede the growth of the Internet or other online services. These regulations and laws may cover taxation, restrictions on imports and exports, customs, tariffs, user privacy, data protection, pricing, content, copyrights, distribution, electronic contracts and other communications, consumer protection, the provision of online payment services, broadband residential Internet access and the characteristics and quality of products and services. It is not clear how existing laws governing issues such as property use and ownership, sales and other taxes, fraud, libel and personal privacy apply to the Internet and e-commerce, especially where these laws were adopted prior to the advent of the Internet and do not contemplate or address the unique issues raised by the Internet or e-commerce. Those laws that do reference the Internet are being interpreted by the courts and their applicability and reach are therefore uncertain. The costs of compliance with

these regulations may increase in the future as a result of changes in the regulations or the interpretation of them. Further, any failures on our part to comply with these regulations may subject us to significant liabilities. Those current and future laws and regulations or unfavorable resolution of these issues may substantially harm our business and results of operations.

Changes in, or interpretation of, tax rules and regulations may impact our effective tax rate and future profitability.

We are a U.S. based, multinational company subject to tax in multiple U.S. and foreign tax jurisdictions. Our future effective tax rates could be adversely affected by changes in statutory tax rates or interpretation of tax rules and regulations in jurisdictions in which we do business, changes in the amount of revenue or earnings in the countries with varying statutory tax rates, or by changes in the valuation of deferred tax assets and liabilities.

In addition, we are subject to audits and examinations of previously filed income tax returns by the Internal Revenue Service, or IRS, and other domestic and foreign tax authorities. We regularly assess the potential impact of such examinations to determine the adequacy of our provision for income taxes and have reserved for potential adjustments that may result from the current examinations. We believe such estimates to be reasonable; however, there is no assurance that the final determination of any examination will not have an adverse effect on our operating results and financial position.

We do not collect state sales, use or other taxes outside the State of Minnesota, which could subject us to liability for past sales and any imposition of an obligation to do so in the future could negatively impact our financial results.

We do not collect sales, use, or other state or local taxes on sales of goods shipped to customers located in U.S. states other than Minnesota, which is the only U.S. state in which we have employees, facilities and inventory. We interpret existing judicial rulings to prohibit states in which we are not physically present, and local tax jurisdictions located in such states, from imposing upon us a requirement to collect sales and use taxes. If our interpretation is not correct, or if legislation or future judicial rulings alter the law, including bills currently pending in the U.S. Congress, then we could be required to collect sales and use taxes in the future from all customers. In some cases such obligations could be retroactive. Currently, our customers may be obligated to file a use tax return and pay use tax on taxable purchases of items that we sell when we do not collect the tax. However, it may often be the case that use tax returns are not filed. Thus, if we were required to collect the tax, our customers might perceive the tax to be in the nature of a price increase, which would negatively impact our sales. Collecting the tax would also impose additional administrative burdens on us.

We may require additional capital to support business growth, and this capital might not be available on acceptable terms, if at all.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to complement our growth strategy, increase market share in our current markets or expand into other markets, or broaden our technology, intellectual property or service capabilities. Accordingly, we may need to engage in equity or debt financings to secure additional funds. If we raise additional funds through future issuances of equity or convertible debt securities, our existing shareholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. Any debt financing we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired, and our business may be harmed.

Any acquisition, strategic relationship, joint venture or investment could disrupt our business and harm our operating results and financial condition.

Our business and our customer base have been built primarily through organic growth. However, from time to time, we may selectively pursue acquisitions, strategic relationships, joint ventures or investments that we believe may allow us to complement our growth strategy, increase market share in our current markets or expand into other

markets, or broaden our technology, intellectual property or service capabilities. We cannot forecast the number, timing or size of such transactions, or the effect that any such transactions might have on our operating or financial results. We have very limited experience engaging in these types of transactions. And such transactions may be complex, time consuming and expensive, and may present numerous challenges and risks including:

- an acquired company, asset or technology not furthering our business strategy as anticipated;
- difficulties entering and competing in new product or geographic markets and increased competition, including price competition;
- integration challenges;
- challenges in working with strategic partners and resolving any related disagreements or disputes;
- overpayment for a company, asset or technology, or changes in the economic or market conditions or assumptions underlying our decision to make an acquisition;
- significant problems or liabilities, including increased intellectual property and employment related litigation exposure, associated with acquired businesses, assets or technologies; and
- requirements to record substantial charges and amortization expense related to certain purchased intangible assets, deferred stock compensation and other items, as well as other charges or expenses.

Any one of these challenges or risks could impair our ability to realize any benefit from our acquisitions, strategic relationships, joint ventures or investments after we have expended resources on them, as well as divert our management's attention. And any failure to successfully address these challenges or risks could disrupt our business and harm our operating results and financial condition. Moreover, any such transaction may not be viewed favorably by investors or analysts.

In addition, from time to time we may enter into negotiations for acquisitions, relationships, joint ventures or investments that are not ultimately consummated. These negotiations could result in significant diversion of management time, as well as substantial out-of-pocket costs.

We rely on third parties for certain key services.

We rely on third-party service providers for shipment and certain other services critical to our business, including our phone system and maintenance of our CNC milling machines. If these third parties experience difficulty meeting our requirements or standards, it could damage our reputation and brand, or make it difficult for us to operate some aspects of our business. In addition, if such third parties were to cease operations, temporarily or permanently, face financial distress or other business disruption, we could suffer increased costs and delays in our ability to operate our business until an equivalent provider could be found or we could develop replacement technology or operations, and there is no assurance that we would be able to do so on acceptable financial terms, or at all. In addition, if we are unsuccessful in choosing high quality partners or we ineffectively manage these partners, it could have an adverse impact on our business and financial performance.

We depend in part on licenses of technologies from third parties in order to deliver our solutions, and, as a result, our business is dependent in part on the availability of such licenses on commercially reasonable terms.

We currently, and will continue to, license certain technologies from third parties. We cannot be certain that these third-party content licenses will be available to us on commercially reasonable terms or that we will be able to successfully integrate the technology into our solutions. These third-party in-licenses may expose us to increased risk, including risks associated with the assimilation of new technology sufficient to offset associated acquisition and maintenance costs. The inability to obtain any of these licenses could result in delays in solution development until equivalent technology can be identified and integrated. Any such delays in services could cause our business, operating results and financial condition to suffer.

Our business involves the use of hazardous materials, and we and our suppliers must comply with environmental laws and regulations, which can be expensive and restrict how we do business.

Our business involves the controlled storage, use and disposal of hazardous materials. We and our suppliers are subject to federal, state and local as well as foreign laws and regulations governing the use, manufacture, storage,

handling and disposal of these hazardous materials. Although we believe that the safety procedures utilized by us and our suppliers for handling and disposing of these materials comply with the standards prescribed by these laws and regulations, we cannot eliminate the risk of accidental contamination or injury from these materials. In the event of an accident, state, federal or foreign authorities may curtail the use of these materials and interrupt our business operations. We do not currently maintain hazardous materials insurance coverage. If we are subject to any liability as a result of activities involving hazardous materials, our business and financial condition may be adversely affected and our reputation and brand may be harmed.

If we are unable to meet regulatory quality standards applicable to our manufacturing and quality processes for the parts we manufacture, our business, financial condition or operating results could be harmed.

As a manufacturer of CNC machined and injection molded custom parts, we are required to meet certain regulatory standards, including International Organization for Standardization, or ISO, 9001:2008 for our manufacturing facilities in Minnesota. If any regulatory inspection reveals that we are not in compliance with applicable standards, regulators may take action against us, including issuing a warning letter, imposing fines on us, requiring a recall of the parts we manufactured or closing our manufacturing facilities. If any of these actions were to occur, it could harm our reputation as well as our business, financial condition and operating results. In addition, we may need to obtain additional certifications in the future and there are no guarantees we would be able to do so on a timely basis, if at all. Moreover, obtaining and maintaining required regulatory certifications can be costly and divert management's attention.

We are subject to payment-related risks.

We accept payments using a variety of methods, including credit card, customer invoicing, physical bank check and payment upon delivery. As we offer new payment options to our customers, we may be subject to additional regulations, compliance requirements and fraud risk. For certain payment methods, including credit and debit cards, we pay interchange and other fees, which may increase over time and raise our operating costs and lower profitability. We rely on third parties to provide payment processing services, including the processing of credit cards, debit cards or electronic checks, and it could disrupt our business if these companies become unwilling or unable to provide these services to us. We are also subject to payment card association operating rules, certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If we fail to comply with these rules or requirements, we may be subject to fines and higher transaction fees and lose our ability to accept credit and debit card payments from our customers, process electronic funds transfers, or facilitate other types of online payments, and our business and operating results could be adversely affected.

Risks Relating to this Offering and Ownership of Our Common Stock

Our principal existing shareholders will continue to own a large percentage of our voting stock after this offering, which may allow them to collectively control substantially all matters requiring shareholder approval.

As of December 31, 2011, our principal existing shareholders beneficially owned approximately 17.6 million shares, or 93% of our capital stock outstanding as of such date (assuming full conversion of our outstanding Series A preferred stock). Upon the completion of this offering, assuming no exercise of the underwriters' option to purchase additional shares and assuming North Bridge purchases 430,000 shares of our common stock in this offering, our principal existing shareholders will beneficially own approximately 78% of our outstanding shares of common stock. Our principal existing shareholders consist of our founder, Chairman and Chief Technology Officer, Lawrence Lukis; our President and Chief Executive Officer, Bradley Cleveland; North Bridge and Protomold Investment Company, LLC, or PIC, a company affiliated with Private Capital Management, Inc. Each of our principal existing shareholders either is or has designated one or more members of our board of directors. These shareholders could control us through their board representation or through their ability to determine the outcome of the election of our directors, to amend our articles of incorporation and by-laws and to take other actions requiring the vote or consent of shareholders, including mergers, going private transactions and other extraordinary transactions, and the terms of any of these transactions. The ownership positions of these shareholders may have the effect of delaying, deterring or

preventing a change in control or a change in the composition of our board of directors. These shareholders may also use their large ownership positions to address their own interests, which may be different from those of investors in this offering. In addition, sales of shares beneficially owned by these shareholders could be viewed negatively by third parties and have a negative impact on our stock price.

Participation in this offering by one of our existing principal shareholders would reduce the available public float for our shares.

North Bridge, one of our principal shareholders that is affiliated with a board member, has indicated an interest in purchasing up to approximately 430,000 shares of our common stock in this offering at the initial public offering price. However, because this indication of interest is not a binding agreement or commitment to purchase, our underwriters may determine to sell more, less or no shares in this offering to North Bridge, or North Bridge may determine to purchase more, less or no shares in this offering. If North Bridge were to purchase all of these shares, it would beneficially own approximately 28% of our outstanding common stock after this offering.

If North Bridge is allocated all or a portion of the shares for which it has indicated an interest in this offering and purchases any such shares, such purchase would reduce the available public float for our shares because North Bridge would be restricted from selling the shares by a lock-up agreement it has entered into with our underwriters. As a result, any purchase of shares by North Bridge in this offering may reduce the liquidity of our common stock relative to what it would have been had these shares been purchased by investors that were not affiliated with us.

Our stock price may be volatile or may decline regardless of our operating performance, and you may not be able to resell your shares at or above the initial public offering price.

The initial public offering price for shares of our common stock will be determined by negotiations between us and representatives of the underwriters and may not be indicative of prices that will prevail in the trading market. After this offering, the market price for our common stock is likely to be volatile, in part because our shares have not been traded publicly. In addition, the market price of our common stock may fluctuate significantly in response to a number of factors, many of which are outside of our control, including among others:

- fluctuations in our financial condition and operating results;
- our ability to retain and attract customers and increase net sales;
- pricing pressures due to competition or otherwise and changes in gross margins;
- changes in general economic and market conditions, economic uncertainty and changes in product development activity levels;
- announcements by us or our competitors of technological innovations or new product or service offerings or significant acquisitions;
- timing, effectiveness, and costs of expansion and upgrades of our offerings, systems and infrastructure;
- changes in key personnel;
- success in entry into new markets and expansion efforts;
- the public's response to press releases or other public announcements by us or third parties, including our filings with the Securities and Exchange Commission, or SEC, and announcements relating to litigation;
- the projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- the issuance of new or updated research or reports by any securities or industry analysts who follow our common stock, changes in analysts' financial estimates or ratings, and failure of securities analysts to initiate or maintain coverage of our common stock;
- changes in the market valuations of similar companies;
- significant lawsuits, including patent or shareholder litigation;
- general economic and market conditions;

- changes in laws or regulations applicable to us;
- changes in accounting principles;
- the development and sustainability of an active trading market for our common stock;
- future sales of our common stock by us or our shareholders, including sales by our officers, directors and significant shareholders;
- share price and volume fluctuations attributable to inconsistent trading levels of our shares;
- the expiration of contractual lock-up agreements; and
- other events or factors, including those resulting from war, acts of terrorism, natural disasters or responses to these events.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies. In the past, shareholders have instituted securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, we could incur substantial costs and our resources and the attention of management could be diverted from our business.

If securities or industry analysts do not publish research or reports, or publish inaccurate or unfavorable research or reports about our business, our stock price and trading volume could decline.

The trading market for our common stock will depend, in part, on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. We do not currently have and may never obtain research coverage by securities and industry analysts. If no securities or industry analysts commence coverage of our company, the trading price for our common stock would be negatively impacted. If we obtain securities or industry analyst coverage and if one or more of the analysts who covers us downgrades our common stock, changes their opinion of our shares or publishes inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts ceases coverage of us or fails to publish reports on us regularly, demand for our common stock could decrease and we could lose visibility in the financial markets, which could cause our stock price and trading volume to decline.

Future sales of our common stock, or the perception in the public markets that these sales may occur, may depress our stock price.

Sales of substantial amounts of our common stock in the public market after this offering, or the perception that these sales could occur, could adversely affect the price of our common stock and could impair our ability to raise capital through the sale of additional shares. Based on the number of outstanding shares as of December 31, 2011, upon the completion of this offering, we will have 23,187,708 shares of common stock outstanding.

The shares of common stock offered in this offering will be freely tradable without restrictions or further registration under the Securities Act of 1933, as amended, or the Securities Act, except for any shares of our common stock that may be held or acquired by our directors, executive officers and other affiliates, as that term is defined in Rule 144 under the Securities Act. Those securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available.

We, each of our officers and directors, and all of our other shareholders have agreed, subject to certain exceptions, with the underwriters not to dispose of or hedge any of the shares of common stock or securities convertible into or exchangeable for shares of common stock during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, subject to certain extensions. Jefferies & Company, Inc. and Piper Jaffray & Co., as representatives of the underwriters, may, in their sole discretion, release some or all of these shares from these restrictions prior to the expiration of the lock-up period, as permitted by the rules of the Financial Industry Regulatory Authority, or FINRA. See “Underwriting.”

The shares of common stock held by existing shareholders as of the date of this prospectus will, from time to time after this offering, become eligible to be sold in the public market, subject to limitations imposed under federal securities laws. See “Shares Eligible for Future Sale” for a more detailed description of the restrictions on selling shares of our common stock after this offering.

In the future, we may also issue our securities in connection with investments or acquisitions. The amount of shares of our common stock issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding shares of our common stock.

The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.

As a public company, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the New York Stock Exchange, or NYSE, and other applicable securities rules and regulations. Compliance with these rules and regulations will increase our legal, financial compliance and other costs, make some activities more difficult, time-consuming or costly and increase demand on our systems and resources, although we are currently unable to estimate these costs with any degree of certainty. The Exchange Act requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and, if required, improve our disclosure controls and procedures and internal control over financial reporting to meet this standard, significant resources and management oversight may be required. As a result, management's attention may be diverted from other business concerns, which could harm our business and operating results. Although we have already hired additional employees to comply with these requirements, including our new Chief Financial Officer, we may need to hire more employees in the future, which will increase our costs and expenses.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal, financial and other compliance costs, and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

We also expect that being a public company and these new rules and regulations will make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These factors could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees (particularly our audit committee and compensation committee), and as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

As a result of disclosure of information in this prospectus and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and operating results could be harmed, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and harm our business and operating results.

As a result of becoming a public company, we will be obligated to develop and maintain proper and effective internal controls over financial reporting and otherwise comply with Section 404 of the Sarbanes-Oxley Act. This will require significant expenditures and effort by our management, and may not complete our analysis of our internal controls over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

Pursuant to Section 404 of the Sarbanes-Oxley Act and related rules and regulations, and beginning with our Annual Report on Form 10-K for the year ending December 31, 2013, our management will be required to report on, and, if

our market capitalization exceeds $75.0 million, our independent registered public accounting firm to attest to, the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. We are currently in the very early stage of the costly and challenging process of reviewing, documenting and testing our internal control over financial reporting. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective. We may encounter problems or delays in completing the implementation of any changes necessary to make a favorable assessment of our internal control over financial reporting. In addition, in connection with the attestation process by our independent registered public accounting firm, we may encounter problems or delays in completing the implementation of any requested improvements and receiving a favorable attestation. If we are unable to assert that our internal control over financial reporting is effective, or if our independent registered public accounting firm is unable to express an unqualified opinion on the effectiveness of our internal controls, investors could lose confidence in the accuracy and completeness of our financial information and our stock price could decline.

Anti-takeover provisions in our charter documents and Minnesota law might discourage or delay acquisition attempts for us that you might consider favorable.

Our third amended and restated articles of incorporation and amended and restated by-laws will contain provisions that may make the acquisition of our company more difficult without the approval of our board of directors. These provisions:

- permit our board of directors to issue up to 10,000,000 shares of preferred stock, with any rights, preferences and privileges as our board may designate, including the right to approve an acquisition or other change in our control;
- provide that the authorized number of directors may be changed by resolution of the board of directors;
- provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- provide that shareholders seeking to present proposals before a meeting of shareholders or to nominate candidates for election as directors at a meeting of shareholders must provide notice in writing in a timely manner, and also specify requirements as to the form and content of a shareholder's notice; and
- do not provide for cumulative voting rights.

We are subject to the provisions of Section 302A.673 of the Minnesota Statutes, which regulates business combinations. Section 302A.673 generally prohibits any business combination by an issuing public corporation, or any of its subsidiaries, with an interested shareholder, which means any shareholder that purchases 10% or more of the corporation's voting shares within four years following the date the person became an interested shareholder, unless the business combination is approved by a committee composed solely of one or more disinterested members of the corporation's board of directors before the date the person became an interested shareholder.

These anti-takeover provisions could discourage, delay or prevent a transaction involving a change in control of our company, even if doing so would benefit our shareholders. These provisions could also discourage proxy contests and make it more difficult for you and other shareholders to elect directors of your choosing and to cause us to take other corporate actions you desire.

If you purchase shares of common stock sold in this offering, because the initial public offering price of our common stock will be substantially higher than the pro forma as adjusted net tangible book value per share following this offering, you will incur immediate and substantial dilution.

The initial public offering price will be substantially higher than the pro forma as adjusted net tangible book value per share of our outstanding common stock immediately following this offering based on the total value of our tangible assets less our total liabilities. Therefore, if you purchase shares of our common stock in this offering, you will incur immediate and substantial dilution in the amount of $9.66 per share, the difference between the assumed initial public offering price per share of $14.00, the midpoint of the price range set forth on the cover of this prospectus, and the pro forma as adjusted net tangible book value per share of our outstanding common stock as of December 31, 2011, after giving effect to the full conversion of our Series A preferred stock and the issuance of

4,300,000 shares of our common stock in this offering. This dilution is due in large part to the fact that our earlier investors paid substantially less than the initial public offering price when they purchased their shares. In addition, you may also experience additional dilution upon future equity and convertible debt issuances or the exercise of stock options to purchase common stock granted to our employees, consultants and directors under our stock option and equity incentive plans. See “Dilution.”

We have broad discretion in the use of the net proceeds from this offering and we may invest or apply them in ways with which you may not agree or in ways which may not yield a return.

The net proceeds from this offering may be used for general corporate purposes, including working capital. We may also use a portion of the net proceeds to acquire complementary businesses, technologies, products or services, though we do not have any agreements or commitments for any such acquisitions at this time. Our management will have broad discretion in the application of the net proceeds from this offering, and you will be relying on the judgment of our management regarding the application of these proceeds. Our management may not apply our net proceeds in ways that ultimately increase the value of your investment. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing securities. These investments may not yield a favorable return to our shareholders. If we do not invest or apply the net proceeds from this offering in ways that enhance shareholder value, the price of our common stock could decline.

No public market for our common stock currently exists, and an active public trading market for our common stock may not develop or be sustained following this offering, which could limit your ability to sell your shares of our common stock at an attractive price, or at all.

Prior to this offering, there has been no public market for our common stock. Although we have applied to list our common stock on the NYSE, we cannot predict the extent to which investor interest in our company will lead to the development of an active trading market in our common stock or how liquid that market might become. An active public market for our common stock may not develop or be sustained after the offering. If an active public market does not develop or is not sustained, it may be difficult for you to sell your shares of common stock at a price that is attractive to you, or at all, and that may reduce the fair value of your shares. An inactive market may also impair our ability to raise capital to fund operations by selling shares and my impair our ability to acquire other companies, technologies or services by using our shares as consideration.

We do not expect to pay any cash dividends for the foreseeable future.

We have never declared or paid any cash dividends on our common stock, and we do not anticipate that we will pay any such cash dividends for the foreseeable future. We anticipate that we will retain all of our future earning for use in the business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors and will depend upon results of operations, financial condition, contractual restrictions, restrictions imposed by applicable law and other factors our board of directors deems relevant. Accordingly, if you purchase shares in this offering, realization of a gain on your investment will depend on the appreciation of the price of our common stock, which may never occur.

Forward-Looking Statements

Some of the statements under “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Business” and elsewhere in this prospectus are forward-looking statements. In some cases, you can identify forward-looking statements by the following words: “may,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “ongoing” or the negative of these terms or other comparable terminology, although not all forward-looking statements contain these words. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, we caution you that these statements are based on a combination of facts and factors currently known by us and our projections of the future, about which we cannot be certain. Many important factors affect our ability to achieve our objectives, including:

- the level of competition in our industry and our ability to compete;
- our ability to continue to sell to existing customers and sell to new customers;
- our ability to respond to changes in our industry;
- our ability to meet the needs of product developers;
- our ability to meet product developers’ expectations regarding quick turnaround time and price;
- any failure to maintain and enhance our brand;
- our ability to process a large volume of designs and identify significant opportunities in our business;
- the adoption rate of e-commerce and 3D CAD software by product developers;
- the loss of key personnel or failure to attract, integrate and retain additional personnel;
- our ability to effectively grow our business and manage our growth;
- our ability to scale our business;
- our ability to maintain our gross margin and revenue growth;
- system interruptions at our operating facilities, in particular our Minnesota location;
- our ability to maintain supplier relationships and obtain adequate supplies of equipment and materials;
- global economic conditions and the rate of product development by our customers;
- our ability to address global risks associated with our non-U.S. operations;
- our ability to protect our intellectual property and not infringe others’ intellectual property;
- our ability to effectively transition to and operate as a public company; and
- other risk factors included under “Risk Factors” in this prospectus.

In addition, you should refer to the “Risk Factors” section of this prospectus for a discussion of other important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. As a result of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by us or any other person that we will achieve our objectives and plans in any specified timeframe, or at all. The Private Securities Litigation Reform Act of 1995 and Section 27A of the Securities Act do not protect any forward-looking statements that we make in connection with this offering.

We are offering to sell and seeking offers to buy shares of our common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our common stock. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Use of Proceeds

We estimate that the net proceeds to us from the sale of the shares of common stock offered by us will be approximately $54.0 million based upon an assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each $1.00 increase or decrease in the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, would increase or decrease the net proceeds we receive from this offering by approximately $4.0 million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, a one million share increase (decrease) in the number of shares offered by us, as set forth on the cover of this prospectus, would increase (decrease) the net proceeds we receive from this offering by approximately $13.0 million, assuming the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters fully exercise their over-allotment option, we estimate that the net proceeds to us from this offering will be approximately $62.4 million.

We currently intend to use the net proceeds we receive from this offering for working capital and other general corporate purposes. We may also use a portion of the net proceeds to in-license, acquire or invest in complementary businesses, technologies, products or assets, as well as add incremental capacity. However, we have no current commitments or obligations to do so. Pending use of the net proceeds from this offering, we intend to invest the net proceeds in short- and intermediate-term interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government.

By establishing a public market for our common stock, this offering is also intended to facilitate our future access to public markets.

Dividend Policy

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to support our operations and finance the growth and development of our business. We do not intend to pay cash dividends on our common stock for the foreseeable future. Any future determination related to dividend policy will be made at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant. In addition, unless waived, the terms of our existing debt facilities prohibit us from paying dividends on our common stock.

Capitalization

The following table sets forth our consolidated cash and capitalization information as of December 31, 2011:

- on an actual basis, and
- on a pro forma as adjusted basis to reflect the following events as if they had occurred on December 31, 2011:
  - the conversion of all outstanding shares of our Series A preferred stock into 5,991,790 shares of our common stock upon the completion of this offering; and
  - the sale by us of 4,300,000 shares of our common stock in this offering at an assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, less estimated underwriting discounts and commissions and estimated offering expenses payable by us.

You should read this table together with the other information in this prospectus, including "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical consolidated financial statements and related notes included elsewhere in this prospectus.

	December 31, 2011	
	Actual	Pro Forma As Adjusted[1]
	(in thousands, except share and per share amounts)	
Cash and cash equivalents	$ 8,135	$ 62,121
Current liabilities	$ 9,939	$ 9,939
Long-term debt obligations	613	613
Redeemable convertible preferred stock, $0.001 par value, 427,985 shares authorized, issued and outstanding, actual; no shares authorized, issued and outstanding, pro forma as adjusted for this offering	66,075	—
Redeemable common stock $0.001 par value; 3,189,648 shares issued and outstanding, actual; no shares issued and outstanding, pro forma as adjusted for this offering	819	—
Shareholders' equity (deficit):		
Common stock $0.001 par value; 150,000,000 shares authorized, 9,706,270 shares issued and outstanding, actual; 23,187,708 shares issued and outstanding, pro forma as adjusted for this offering	10	23
Additional paid-in capital	8,229	129,096
Accumulated deficit	(27,744)	(27,744)
Accumulated other comprehensive income	(738)	(738)
Total shareholders' equity (deficit)	$ (20,243)	$ 100,637

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) each of cash and cash equivalents and total shareholders' equity (deficit) by $4.0 million, assuming the number of shares offered by us, as set forth on the cover of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, a one million share increase (decrease) in the number of shares offered by us, as set forth on the cover of this prospectus, would increase (decrease) each of cash and cash equivalents and total shareholders' equity (deficit) by $13.0 million, assuming the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, remains the same, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The outstanding share information set forth above is as of December 31, 2011 and excludes:

- 2,099,300 shares of common stock issuable upon the exercise of outstanding options under our 2000 Stock Option Plan as of December 31, 2011, having a weighted average exercise price of $6.18 per share;
- 105,000 shares of common stock issuable upon the exercise of outstanding warrants as of December 31, 2011, having a weighted average exercise price of $1.79 per share;
- 3,500,000 shares of common stock reserved for future issuance under our 2012 Long-Term Incentive Plan; and
- 1,500,000 shares of common stock reserved for future issuance under our Employee Stock Purchase Plan.

Dilution

If you invest in our common stock, your ownership interest will be diluted to the extent of the difference between the initial public offering price per share of our common stock in this offering and the pro forma as adjusted net tangible book value per share of common stock upon the completion of this offering.

Our pro forma net tangible book value per share represents the amount of our total tangible assets less total liabilities, divided by the number of shares of common stock outstanding after giving effect to the conversion of our redeemable convertible preferred stock and the 14-for-1 forward stock split that will occur prior to the completion of this offering. The pro forma net tangible book value as of December 31, 2011 was approximately $46.7 million, or approximately $2.47 per share of common stock.

Investors participating in this offering will incur immediate, substantial dilution. After giving effect to the conversion of all Series A preferred stock into 5,991,790 shares of our common stock upon the completion of this offering and to the sale of 4,300,000 shares of our common stock by us at an assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2011 would have been approximately $100.6 million, or approximately $4.34 per share of common stock. This represents an immediate increase in pro forma as adjusted net tangible book value of $1.87 per share to existing common shareholders and an immediate dilution of $9.66 per share to investors participating in this offering. If the initial public offering price is higher or lower, the dilution to new shareholders will be greater or less. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$14.00
Pro forma net tangible book value per share as of December 31, 2011	$2.47	
Increase in pro forma net tangible book value per share attributable to investors participating in this offering	1.87	
Pro forma as adjusted net tangible book value per share after this offering		4.34
Dilution per share to investors participating in this offering		$ 9.66

Each $1.00 increase (decrease) in the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) our pro forma as adjusted net tangible book value by approximately $4.0 million, or $0.17 per share, and the dilution in net tangible book value per share to investors in this offering by $0.83, assuming that the number of shares offered by us, as set forth on the cover of this prospectus, remains the same.

If the underwriters fully exercise their over-allotment option to purchase 645,000 additional shares of common stock in this offering, the pro forma as adjusted net tangible book value per share after the offering would be $4.58 and the dilution in net tangible book value per share to new investors purchasing common stock in this offering would be $9.42.

The following table summarizes, on a pro forma as adjusted basis as of December 31, 2011 and assuming North Bridge does not purchase any shares of our common stock in this offering, the differences between our existing shareholders and new investors with respect to the number of shares of common stock purchased from us, the total consideration paid and the average price per share paid. The calculations with respect to shares purchased by new investors in this offering reflect an assumed initial public offering price of $14.00 per share, the midpoint of the range set forth on the cover of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing shareholders before this offering	18,887,708	81.5%	$ 67,589,127	52.9%	$ 3.58
New investors in this offering	4,300,000	18.5	60,200,000	47.1	$ 14.00
Total	23,187,708	100.0%	$127,789,127	100.0%	

A $1.00 increase (decrease) in the assumed initial public offering price of $14.00 per share, the midpoint of the price range set forth on the cover of this prospectus, would increase (decrease) the total consideration paid by investors participating in this offering by $4.3 million. Similarly, a one million share increase (decrease) in the number of shares offered by us, as set forth on the cover of this prospectus, would increase (decrease) the total consideration paid by investors participating in this offering by $14.0 million.

Except as otherwise indicated, the discussion and tables above assume no exercise of the underwriters' over-allotment option to purchase 645,000 additional shares and no exercise of any outstanding options or warrants. If the underwriters' over-allotment option is fully exercised, assuming North Bridge does not purchase any shares of our common stock in this offering, the number of shares of common stock held by existing shareholders will be further reduced to 79.3% of the total number of shares of common stock to be outstanding after this offering, and the number of shares of common stock held by investors participating in this offering will be further increased to 4,945,000 shares or 20.7% of the total number of shares of common stock to be outstanding upon the completion of this offering.

Except where specifically indicated, the tables and calculations above are based on 18,887,708 shares of common stock issued and outstanding as of December 31, 2011 on an actual basis, and exclude:

- 2,099,300 shares of common stock issuable upon the exercise of outstanding options under our 2000 Stock Option Plan as of December 31, 2011, having a weighted average exercise price of $6.18 per share;
- 105,000 shares of common stock issuable upon the exercise of outstanding warrants as of December 31, 2011, having a weighted average exercise price of $1.79 per share;
- 3,500,000 shares of common stock reserved for future issuance under our 2012 Long-Term Incentive Plan; and
- 1,500,000 shares of common stock reserved for future issuance under our Employee Stock Purchase Plan.

Selected Consolidated Financial Data

The following tables set forth selected consolidated financial data for the periods and at the dates indicated. The selected consolidated statements of operations data for the years ended December 31, 2007, 2008, 2009, 2010 and 2011 and selected consolidated balance sheet data as of December 31, 2007, 2008, 2009, 2010 and 2011 are derived from our audited consolidated financial statements. Our audited consolidated statements of operations for the years ended December 31, 2009, 2010 and 2011 and our audited consolidated balance sheets as of December 31, 2010 and 2011 are included elsewhere in this prospectus. Our audited consolidated statements of operations for the years ended December 31, 2007 and 2008 and our audited consolidated balance sheets as of December 31, 2007, 2008 and 2009 have not been included in this prospectus.

The historical results presented below are not necessarily indicative of the results to be expected for any future period. You should read this selected consolidated financial data in conjunction with the consolidated financial statements and related notes and the information under "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus.

	Year Ended December 31,				
	2007	2008	2009	2010	2011
	(in thousands, except share and per share amounts)				
Consolidated Statements of Operations Data:					
Revenue	$ 35,914	$ 44,440	$ 43,833	$ 64,919	$ 98,939
Cost of revenue	14,255	17,738	18,559	25,443	39,324
Gross profit	21,659	26,702	25,274	39,476	59,615
Operating expenses:					
Marketing and sales	5,862	7,481	8,262	10,867	15,752
Research and development	2,293	3,125	3,140	4,281	5,222
General and administrative	5,102	5,438	5,965	7,629	11,772
Loss on impairment of foreign subsidiary assets	—	—	—	773	—
Total operating expenses	13,257	16,044	17,367	23,550	32,746
Income from operations	8,402	10,658	7,907	15,926	26,869
Other income (expense), net	(20)	(374)	(517)	(213)	(114)
Income before income taxes	8,382	10,284	7,390	15,713	26,755
Provision for income taxes	2,878	3,421	3,167	4,762	8,783
Net income	5,504	6,863	4,223	10,951	17,972
Less: dividends on redeemable preferred stock	—	(1,752)	(4,180)	(4,179)	(4,179)
Less: undistributed earnings allocated to preferred shareholders	—	(786)	(16)	(2,377)	(4,507)
Net income attributable to common shareholders	$ 5,504	$ 4,325	$ 27	$ 4,395	$ 9,286
Net income per share attributable to common shareholders:[1]					
Basic	$ 0.34	$ 0.31	$ 0.00	$ 0.40	$ 0.75
Diluted	$ 0.26	$ 0.26	$ 0.00	$ 0.34	$ 0.67
Weighted average shares outstanding:[1]					
Basic	15,990,492	13,730,458	10,564,946	11,079,432	12,352,004
Diluted	20,997,928	16,803,360	13,201,762	13,051,458	13,939,072
Other Financial Data:					
Adjusted EBITDA (unaudited)[2]	$ 10,798	$ 13,393	$ 11,059	$ 20,513	$ 32,263

Stock-based compensation expense included in the statements of operations data above is as follows:

	Year Ended December 31,				
	2007	2008	2009	2010	2011
	(in thousands)				
Cost of revenue	$ 10	$ 16	$ 29	$ 39	$ 78
Operating expenses:					
Marketing and sales	20	48	70	84	215
Research and development	16	32	53	73	274
General and administrative	428	27	93	135	563
Total stock-based compensation	$ 474	$ 123	$ 245	$ 331	$ 1,130

	December 31,				
	2007	2008	2009	2010	2011
	(in thousands)				
Consolidated Balance Sheet Data:					
Cash and cash equivalents	$ 2,475	$ 2,658	$ 2,703	$ 6,101	$ 8,135
Working capital	5,640	5,203	4,533	10,424	18,138
Total assets	23,162	27,389	28,797	38,354	62,326
Total liabilities	8,525	16,543	13,297	11,730	15,675
Redeemable convertible preferred stock and redeemable common stock	3,369	54,357	58,536	62,715	66,894
Total shareholders' equity (deficit)	$11,268	$(43,511)	$(43,036)	$(36,091)	$(20,243)

(1) See Note 2 of Notes to Consolidated Financial Statements for an explanation of the method used to calculate net income per basic and diluted share attributable to common shareholders and weighted average shares outstanding.

(2) We define adjusted EBITDA as net income, plus provision for income taxes, other expense, net, depreciation and amortization, loss on impairment of foreign subsidiary assets and stock-based compensation. See "Adjusted EBITDA" below for more information and for a reconciliation of adjusted EBITDA to net income, the most directly comparable measure calculated and presented in accordance with GAAP.

Adjusted EBITDA

To provide investors with additional information regarding our financial results, we have disclosed in the table above adjusted EBITDA, a non-GAAP financial measure. We have provided a reconciliation below of adjusted EBITDA to net income, the most directly comparable measure calculated and presented in accordance with GAAP.

We have included adjusted EBITDA in this prospectus because it is a key measure used by our management and board of directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short- and long-term operational plans. In particular, the exclusion of certain expenses in calculating adjusted EBITDA can provide a useful measure for period-to-period comparisons of our core business. Additionally, adjusted EBITDA has been a financial measure used by the compensation committee of our board of directors in connection with the payment of bonuses to our executive officers. Accordingly, we believe that adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and board of directors.

Our use of adjusted EBITDA has limitations as an analytical tool, and you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and adjusted EBITDA does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;

- adjusted EBITDA does not reflect changes in, or cash requirements for, our working capital needs;
- adjusted EBITDA does not consider the potentially dilutive impact of equity-based compensation;
- adjusted EBITDA does not reflect tax payments that may represent a reduction in cash available to us; and
- other companies may calculate adjusted EBITDA differently, which reduces its usefulness as a comparative measure.

Because of these limitations, you should consider adjusted EBITDA alongside other financial performance measures, including various cash flow metrics, net income and our other GAAP results. The following table presents a reconciliation of adjusted EBITDA to net income for each of the periods indicated:

	Year Ended December 31,				
	2007	2008	2009	2010	2011
			(unaudited) (in thousands)		
Reconciliation of Adjusted EBITDA to Net Income:					
Net income	$ 5,504	$ 6,863	$ 4,223	$10,951	$17,972
Provision for income taxes	2,878	3,421	3,167	4,762	8,783
Other (income) expense, net	20	374	517	213	114
Depreciation and amortization	1,922	2,612	2,907	3,483	4,264
Loss on impairment of foreign subsidiary assets	—	—	—	773	—
Stock-based compensation	474	123	245	331	1,130
Adjusted EBITDA	$10,798	$13,393	$11,059	$20,513	$32,263

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with "Selected Consolidated Financial Data" and the consolidated financial statements and related notes included elsewhere in this prospectus. This discussion and analysis contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth under "Risk Factors" and elsewhere in this prospectus. See "Forward-Looking Statements."

Overview

We are a leading online and technology-enabled manufacturer of quick-turn CNC machined and injection molded custom parts for prototyping and short-run production. We provide "Real Parts, Really Fast" to product developers worldwide, who are under increasing pressure to bring their finished products to market faster than their competition. We believe low-volume manufacturing has historically been an underserved market due to the inefficiencies inherent in the quotation, equipment set-up and non-recurring engineering processes required to produce custom parts. Our proprietary technology eliminates most of the time-consuming and expensive skilled labor conventionally required to quote and manufacture parts in low volumes, and our customers conduct nearly all of their business with us over the Internet. We target our services to the millions of product developers who use 3D CAD software to design products across a diverse range of end-markets. Our primary manufacturing services currently include Firstcut, which is our CNC machining service, and Protomold, which is our plastic injection molding service. Through December 31, 2011, we have received over 700,000 uploaded part designs, sent over 600,000 part quotations and shipped over 130,000 unique parts to approximately 20,000 product developers representing over 10,000 customer companies across a wide range of industries.

We have experienced significant growth since our inception. Since we first introduced our Protomold injection molding service in 1999, we have steadily expanded the size and geometric complexity of the injection molded parts we are able to manufacture, and we continue to extend the diversity of materials we are able to support. Similarly, since first introducing our Firstcut CNC machining service in 2007, we have expanded the range of part sizes, design geometries and materials we can support. We are also continually seeking to enhance other aspects of our technology and manufacturing processes, including our interactive web-based and automated user interface and quoting system. We intend to continue to invest significantly in enhancing our technology and manufacturing processes and expanding the range of our existing capabilities with the aim of meeting the needs of a broader set of product developers. As a result of the factors described above, many of our customers tend to return to Proto Labs to meet their ongoing needs, with approximately 77%, 77% and 81% of our revenue in 2009, 2010 and 2011, respectively, derived from existing customers who had placed orders with us in prior years.

We have established our operations in the United States, Europe and Japan, which we believe are three of the largest geographic markets where product developers are located. We entered the European market in 2005 and launched operations in Japan in late 2009. Our current international operations are not profitable in all markets due to the fixed costs associated with commissioning new manufacturing locations, especially in the early stages, such as those associated with managing foreign operations and the hiring and training of personnel, bringing the manufacturing facility on-line, translation of United States marketing materials to local languages, local brand marketing, compliance costs of laws and regulations, and the generally higher costs of doing business internationally, particularly as they relate to local labor practices and laws regulating employees costs. In addition, in the early life of new facilities, economies of scale are typically not realized resulting in lower operating margins. We believe that with revenue growth over time, gross margins in international markets will be generally consistent with those in the United States. As of December 31, 2011, we had sold products into more than 50 countries. Our sales outside of the United States accounted for approximately 26% of our consolidated sales in each of 2010 and 2011. We intend to continue to expand our international sales efforts and believe opportunities exist to serve the needs of product developers in select new geographic regions.

We have grown our total revenue from $35.9 million in 2007 to $98.9 million in 2011. During this period, our operating expenses increased from $13.3 million in 2007 to $32.7 million in 2011. We have grown our income from operations from $8.4 million in 2007 to $26.9 million in 2011. Our recent growth in revenue and income from

operations has been accompanied by increased operating expenses, with the two most significant components being marketing and sales and increased general and administrative expenses. We expect to increasingly invest in our operations to support anticipated future growth and public company reporting and compliance obligations, as discussed more fully below.

In addition, we believe that a number of trends affecting our industry have affected our results of operations and may continue to do so. For example, we believe that many of our target product developer customers have increasing e-commerce expectations, are facing increased pressure to accelerate the time to market for their products and continue to migrate from using 2D CAD to using 3D CAD for their design needs. We believe we continue to be well positioned to benefit from these trends, given our proprietary technology that enables us to automate and integrate the majority of activities involved in procuring custom low-volume parts, starting with our elegant web interface through which a product developer submits a 3D CAD part design. While our business may be positively affected by these trends, our results may also be favorably or unfavorably impacted by other trends that affect product developer orders for custom parts in low volumes, including, among others, changes in product developer preferences or needs, developments in our industry and among our competitors and factors impacting new product development volume such as economic conditions. For a more complete discussion of the risks facing our business, see “Risk Factors.”

Key Financial Measures and Trends

Revenue

The Company’s operations are comprised of three geographically-based operating segments in the United States, Europe and Japan included in two reportable segments, United States and Europe, and Other. Revenue within these segments is derived from our Firstcut and Protomold services. Firstcut revenue consists of sales of CNC machined custom parts. Protomold revenue consists of sales of custom injection molds and injection-molded parts. Our revenue is generated from a diverse customer base, with no single customer company representing more than approximately 1% of our total revenue in 2011. Our historical and current efforts to increase revenue have been directed at gaining new customers and selling to our existing customer base by increasing marketing and selling activities, offering additional services such as the introduction of our Firstcut service in 2007, expanding internationally such as the opening of our Japanese office in 2009, improving the usability of our services such as our web-centric applications, and expanding the breadth and scope of our products such as by adding more sizes and materials to our offerings. During 2011, we sold our services to approximately 3,430 customer companies from our existing customer base, an increase of 38% over the comparable period in 2010, and to approximately 2,600 new customer companies, an increase of 36% over the comparable period in 2010. During 2010, we sold our services to approximately 2,480 customer companies from our existing customer base, an increase of 37% over 2009, and to approximately 1,910 new customer companies, an increase of 49% over 2009. During 2009, we sold our services to approximately 1,800 customer companies from our existing customer base, an increase of 34% over 2008, and to approximately 1,280 new customer companies, no change from 2008.

Cost of Revenue, Gross Profit and Gross Margin

Cost of revenue consists primarily of raw materials, employee salaries, bonuses, benefits, stock-based compensation, equipment depreciation and overhead allocations associated with the manufacturing process for molds and custom parts. We expect cost of revenue to increase in absolute dollars, but remain relatively constant as a percentage of total revenue.

During 2010 and 2011, we benefited from higher factory utilization, and to a lesser extent higher equipment utilization, especially in the United States. Most of the productivity benefit potentially available from increasing utilization of our current capacity has been realized in these periods. In future periods, we expect to grow our business which will require additional factories and equipment. We expect that these additional costs can be absorbed, and allow gross margins to remain relatively consistent over time.

We define gross profit as our revenue less our cost of revenue, and we define gross margin as gross profit expressed as a percentage of revenue. Our gross profit and gross margin are affected by many factors, including our pricing, our sales volume, our manufacturing costs, the costs associated with increasing production capacity, the mix between domestic and foreign revenue sources and foreign exchange rates.

Our gross margins vary between geographic markets due primarily to the costs associated with starting new factories and our operating maturity in these markets. We believe that over time and with growth and maturity of our international business, gross margins will be generally consistent through all our markets.

Operating Expenses

Operating expenses consist of marketing and sales, research and development and general and administrative expenses and loss on impairment of foreign subsidiary assets. Personnel-related costs are the most significant component of the marketing and sales, research and development and general and administrative expense categories.

Our recent growth in operating expenses is mainly due to higher headcounts to support our growth and expansion, and we expect that trend to continue. Our business strategy is to continue to be a leading online and technology-enabled manufacturer of quick-turn CNC machined and injection molded custom parts for prototyping and short-run production. For us to achieve our goals, we anticipate continued substantial investments in technology and personnel, resulting in increased operating expenses.

Marketing and sales. Marketing and sales expense consists primarily of employee salaries, commissions, bonuses, benefits, stock-based compensation, marketing programs such as print and pay-per-click advertising, trade shows and direct mail, and other related overhead. We expect sales and marketing expense to increase in the future as we increase the number of marketing and sales professionals and marketing programs targeted to increase our customer base.

Research and development. Research and development expense consists primarily of employee salaries, bonuses, benefits, stock-based compensation, depreciation on equipment and other related overhead. All of our research and development costs have been expensed as incurred. We expect research and development expense to increase in the future as we seek to enhance and expand our service offerings.

General and administrative. General and administrative expense consists primarily of employee salaries, bonuses, benefits, stock-based compensation, professional service fees related to accounting, tax and legal, and other related overhead. We expect general and administrative expense to increase on an absolute basis and as a percentage of revenue as we continue to grow and expand our operations and develop the infrastructure necessary to operate as a public company. These expenses will include increased audit and legal fees, costs of compliance with securities and other regulations, implementation costs for compliance with the provisions of the Sarbanes-Oxley Act, investor relations expense and higher insurance premiums.

Loss on impairment of foreign subsidiary assets. In 2010, we updated our forecasts for our Japanese subsidiary in accordance with Accounting Standards Codification, or ASC, 360 *Property, Plant and Equipment*, or ASC 360. Our original forecasts, done in 2008, did not anticipate the global recession and the slow recovery in Japan and the differences in customer preferences. Therefore, our revenues from our Japanese subsidiary were lower than projected and in accordance with ASC 360, we recorded a loss on impairment of selected property, plant and equipment in Japan. In the future we will make annual assessments on the carrying value of long-lived assets per ASC 360. If these assessments indicate an impairment exists, we will write down the assets to their fair value. The circumstances that may lead to future impairment charges are difficult to predict and we do not believe such circumstances currently exist.

Other income (expense), net

Other income (expense), net primarily consists of foreign currency-related gains and losses, interest income on cash balances and interest expense on borrowings. Our foreign currency-related gains and losses will vary depending upon movements in underlying exchange rates. Our interest income will vary each reporting period depending on our average cash balances during the period and the current level of interest rates. Our interest expense will vary based on borrowings and interest rates.

Provision for income taxes

Provision for income taxes is comprised of federal, state, local and foreign taxes based on pre-tax income. We expect income taxes to increase as our taxable income increases and our effective tax rate to remain relatively constant.

In the fourth quarter of 2010, we made a qualified subsidiary election for our Japanese subsidiary. This qualified election resulted in a deemed liquidation of the subsidiary into the parent and created a current tax deduction for U.S.

federal tax purposes during the fourth quarter of 2010. This election enabled us to deduct prior Japanese net losses and investments. In future periods, we will qualify for additional deductions if our Japanese subsidiary continues to experience net losses.

Results of Operations

The following table sets forth a summary of our results of operations and the related changes for the periods indicated. The results below are not necessarily indicative of the results for future periods.

	Year Ended December 31,		Change		Year Ended December 31,		Change	
	2009	2010	$	%	2010	2011	$	%
	(dollars in thousands)							
Revenue	$43,833	$64,919	$21,086	48.1%	$64,919	$98,939	$34,020	52.4%
Cost of revenue	18,559	25,443	6,884	37.1	25,443	39,324	13,881	54.6
Gross profit	25,274	39,476	14,202	56.2	39,476	59,615	20,139	51.0
Operating expenses:								
Marketing and sales	8,262	10,867	2,605	31.5	10,867	15,752	4,885	45.0
Research and development	3,140	4,281	1,141	36.3	4,281	5,222	941	22.0
General and administrative	5,965	7,629	1,664	27.8	7,629	11,772	4,143	54.3
Loss on impairment of foreign subsidiary assets	—	773	773	*	773	—	(773)	*
Total operating expenses	17,367	23,550	6,183	35.6	23,550	32,746	9,196	39.0
Income from operations	7,907	15,926	8,019	101.4	15,926	26,869	10,943	68.7
Other income (expense), net	(517)	(213)	304	58.8	(213)	(114)	99	46.5
Income before income taxes	7,390	15,713	8,323	112.6	15,713	26,755	11,042	70.3
Provision for income taxes	3,167	4,762	1,595	50.4	4,762	8,783	4,021	84.4
Net income	$ 4,223	$10,951	$ 6,728	159.3%	$10,951	$17,972	$ 7,021	64.1%

* Percentage change not meaningful.

Stock-based compensation expense included in the statements of operations data above is as follows:

	Year Ended December 31,		
	2009	2010	2011
	(in thousands)		
Cost of revenue	$ 29	$ 39	$ 78
Operating expenses:			
Marketing and sales	70	84	215
Research and development	53	73	274
General and administrative	93	135	563
Total stock-based compensation	$245	$331	$1,130

The following table sets forth our statements of operations as a percentage of revenue for the periods indicated:

	Year Ended December 31,		
	2009	2010	2011
Revenue	100.0%	100.0%	100.0%
Cost of revenue	42.3	39.2	39.7
Gross profit	57.7	60.8	60.3
Operating expenses:			
Marketing and sales	18.9	16.7	15.9
Research and development	7.2	6.6	5.3
General and administrative	13.6	11.8	11.9
Loss on impairment of foreign subsidiary assets	—	1.2	—
Total operating expenses	39.7	36.3	33.1
Income from operations	18.0	24.5	27.2
Other income (expense), net	(1.2)	(0.3)	(0.2)
Income before income taxes	16.8	24.2	27.0
Provision for income taxes	7.2	7.3	8.8
Net income	9.6%	16.9%	18.2%

Comparison of Years Ended December 31, 2010 and 2011

Revenue

Revenue and the related changes for 2010 and 2011 were as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
Protomold	$50,690	78.1%	$74,090	74.9%	$23,400	46.2%
Firstcut	14,229	21.9	24,849	25.1	10,620	74.6
Total revenue	$64,919	100.0%	$98,939	100.0%	$34,020	52.4%

Revenue by geographic region, based on the billing location of the end customer, is summarized as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
United States	$48,059	74.0%	$73,010	73.8%	$24,951	51.9%
International	16,860	26.0	25,929	26.2	9,069	53.8
Total revenue	$64,919	100.0%	$98,939	100.0%	$34,020	52.4%

Our revenue increased $34.0 million, or 52.4%, for 2011 compared with 2010. Of this growth, approximately $15.6 was attributable to sales to approximately 3,430 existing customer companies, and approximately $18.4 million was attributable to sales to approximately 2,600 new customer companies acquired during 2011. Our overall revenue growth was driven by a 51.9% increase in U.S. revenue, a 53.8% increase in international revenue, a 46.2% increase in Protomold revenue and a 74.6% increase in Firstcut revenue, in each case for 2011 compared with 2010. Our revenue increases were primarily driven by greater spending on marketing and increases in selling personnel. International revenue was positively impacted by $0.9 million in 2011 compared to 2010 due to weakening of the U.S. dollar relative to certain foreign currencies. The effect of pricing changes on revenue was immaterial for 2011 compared to 2010.

Revenue by reportable segment is summarized as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
United States	$52,222	80.4%	$76,634	77.4%	$24,412	46.7%
Europe	11,607	17.9	19,453	19.7	7,846	67.6
Other	1,090	1.7	2,852	2.9	1,762	161.7
Total revenue	$64,919	100.0%	$98,939	100.0%	$34,020	52.4%

For our United States segment, revenue increased $24.4 million, or 46.7%, for 2011 compared with 2010. Of this growth, approximately $13.8 million was attributable to sales to approximately 2,750 existing customer companies, and approximately $10.6 million was attributable to sales to approximately 1,670 new customer companies acquired during 2011. Our revenue increase was primarily driven by greater spending on marketing and increases in selling personnel.

For our Europe segment, revenue increased $7.8 million, or 67.6%, for 2011 compared with 2010. Of this growth, approximately $1.2 million was attributable to sales to approximately 570 existing customer companies, and approximately $6.6 million was attributable to sales to approximately 730 new customer companies acquired during 2011. Our revenue increase was primarily driven by greater spending on marketing and increases in selling personnel.

Cost of revenue, gross profit and gross margin

Cost of revenue and gross profit and the related changes for 2010 and 2011 were as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Cost of revenue	$25,443	39.2%	$39,324	39.7%	$13,881	54.6%
Gross profit	$39,476	60.8%	$59,615	60.3%	$20,139	51.0%

Cost of revenue. Cost of revenue increased $13.9 million, or 54.6%, for 2011 compared with 2010, primarily due to the increased volume of molds and custom parts we manufactured and shipped driven by greater spending on marketing and increases in selling personnel.

Gross profit and gross margin. Gross profit increased due to revenue increasing faster than cost of revenue as discussed above. Gross margin increased primarily as a result of higher factory and equipment utilization and increased productivity.

Operating expenses, other income (expense), net and provision for income taxes

Operating expenses, other income (expense), net and provision for income taxes and the related changes for 2010 and 2011 were as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Operating expenses:						
Marketing and sales	$10,867	16.7%	$15,752	15.9%	$4,885	45.0%
Research and development	4,281	6.6	5,222	5.3	941	22.0
General and administrative	7,629	11.8	11,772	11.9	4,143	54.3
Loss on impairment of foreign subsidiary assets	773	1.2	—	—	(773)	*
Total operating expenses	$23,550	36.3%	$32,746	33.1%	$9,196	39.0%
Other income (expense), net	$ (213)	(0.3)%	$ (114)	(0.2)%	$ 99	46.5%
Provision for income taxes	$ 4,762	7.3%	$ 8,783	8.8%	$4,021	84.4%

* Percentage change not meaningful.

Marketing and sales. Marketing and sales expense increased $4.9 million, or 45.0%, for 2011 compared with 2010 due to a $2.5 million increase in marketing program costs and an increase in headcount resulting in a $2.4 million increase in personnel and related costs. Marketing and sales expense as a percentage of revenue decreased to 15.9% for 2011 from 16.7% in 2010, primarily due to the fixed nature of certain marketing and sales costs.

Research and development. Our research and development expense increased $0.9 million for 2011 compared with 2010 due to an increase in headcount.

General and administrative. Our general and administrative expense increased $4.1 million for 2011 compared with 2010 due to an increase in headcount resulting in personnel and related cost increases of $2.3 million, administrative costs of $0.6 million, facilities-related expenses of $0.5 million, recruiting costs of $0.4 million and professional services of $0.3 million for outside legal and accounting.

Other income (expense), net. Other income (expense), net increased $0.1 million for 2011 compared with 2010 due to changes in foreign currency rates.

Provision for income taxes. Our income tax provision increased $4.0 million for 2011 compared with 2010 due to the increased taxable income. Our effective tax rate increased to 32.8% in 2011 from 30.3% in 2010 due primarily to an election made on our U.S. federal tax return during 2010 to treat our Japanese subsidiary as a qualified subsidiary, resulting in a reduction in our 2010 effective tax rate.

Comparison of Years Ended December 31, 2009 and 2010

Revenue

Revenue and the related changes for 2009 and 2010 were as follows:

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
Protomold	$36,794	83.9%	$50,690	78.1%	$13,896	37.8%
Firstcut	7,039	16.1	14,229	21.9	7,190	102.1
Total revenue	$43,833	100.0%	$64,919	100.0%	$21,086	48.1%

Revenue by geographic region, based on the billing location of the end customer, is summarized as follows:

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
United States	$33,343	76.1%	$48,059	74.0%	$14,716	44.1%
International	10,490	23.9	16,860	26.0	6,370	60.7
Total revenue	$43,833	100.0%	$64,919	100.0%	$21,086	48.1%

Our revenue increased $21.1 million, or 48.1%, for 2010 compared to 2009. Of this growth, approximately $7.0 million was attributable to sales to approximately 2,480 existing customer companies, and approximately $14.1 million was attributable to sales to approximately 1,910 new customer companies acquired during 2010. Our revenue growth was also driven by a 60.7% increase in international revenue, a 44.1% increase in U.S. revenue, a 37.8% increase in Protomold revenue and a 102.1% increase in Firstcut revenue, in each case for 2010 compared to 2009. Our revenue increases were primarily driven by greater spending on marketing and increases in selling

personnel, and to a lesser extent an expansion in the range of parts we offer. The effect of foreign currency exchange rates was immaterial on the increase in revenue in 2010 compared to 2009. The effect of pricing changes on revenue was immaterial in 2010 compared to 2009.

Revenue by reportable segment is summarized as follows:

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Revenue						
United States	$35,031	79.9%	$52,222	80.4%	$17,191	49.1%
Europe	8,723	19.9	11,607	17.9	2,884	33.1
Other	79	0.2	1,090	1.7	1,011	1,279.7
Total revenue	$43,833	100.0%	$64,919	100.0%	$21,086	48.1%

For our United States segment, revenue increased $17.2 million, or 49.1%, for 2010 compared to 2009. Of this growth, approximately $8.2 million was attributable to sales to approximately 2,077 existing customer companies, and approximately $9.0 million was attributable to sales to approximately 1,335 new customer companies acquired during 2010. Our revenue increase was primarily driven by greater spending on marketing and increases in selling personnel.

For our Europe segment, revenue increased $2.9 million, or 33.1%, for 2010 compared to 2009. Of this growth, approximately $4.2 million was attributable to sales to approximately 410 new customer companies acquired during 2010 and was offset by a decrease of $1.3 million of sales to approximately 378 existing customer companies. Our revenue increase was primarily driven by greater spending on marketing and increases in selling personnel.

Cost of revenue, gross profit and gross margin

Cost of revenue and gross profit and the related changes for 2009 and 2010 were as follows:

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Cost of revenue	$18,559	42.3%	$25,443	39.2%	$ 6,884	37.1%
Gross profit	$25,274	57.7%	$39,476	60.8%	$14,202	56.2%

Cost of revenue. Cost of revenue increased $6.9 million, or 37.1%, for 2010 compared to 2009, due to the increased volume of molds and custom parts manufactured and shipped driven by greater spending on marketing, increases in selling personnel and an expansion in the range of parts we offer.

Gross profit and gross margin. Gross profit increased due to revenue increasing faster than cost of revenue as discussed above. Gross margin increased primarily as the result of higher factory and equipment utilization and increased productivity.

Operating expenses, other income (expense), net and provision for income taxes

Operating expenses, other income (expense), net and provision for income taxes and the related changes for 2009 and 2010 were as follows:

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Total Revenue	$	% of Total Revenue	$	%
	(dollars in thousands)					
Operating expenses:						
Marketing and sales	$ 8,262	18.9%	$10,867	16.7%	$2,605	31.5%
Research and development	3,140	7.2	4,281	6.6	1,141	36.3
General and administrative	5,965	13.6	7,629	11.8	1,664	27.8
Loss on impairment of foreign subsidiary assets	—	—	773	1.2	773	*
Total operating expenses	$17,367	39.7%	$23,550	36.3%	$6,183	35.6%
Other income (expense), net	$ (517)	(1.2)%	$ (213)	(0.3)%	$ 304	58.8%
Provision for income taxes	$ 3,167	7.2%	$ 4,762	7.3%	$1,595	50.4%

* Percentage change not meaningful.

Marketing and sales. Marketing and sales expense increased $2.6 million for 2010 compared to 2009 due to an increase in headcount resulting in increased personnel and related costs of $1.4 million, an increase in bonuses of $0.8 million and an increase in marketing programs and other marketing costs of $0.4 million. Marketing and sales expense as a percentage of revenue decreased to 16.7% in 2010 from 18.9% in 2009, primarily due to the fixed nature of certain marketing and sales costs.

Research and development. Our research and development expense increased $1.1 million for 2010 compared to 2009 due to an increase in headcount resulting in increase personnel and related costs of $0.2 million and an increase in bonuses of $0.9 million.

General and administrative. Our general and administrative expense increased $1.7 million for 2010 compared to 2009 due to an increase in headcount resulting in personnel and related cost increases of $0.4 million, bonuses of $1.0 million and professional services of $0.3 million for outside legal and accounting.

Loss on impairment of foreign subsidiary assets. During 2010, we recognized an impairment of certain assets in a foreign subsidiary in accordance with ASC 360 and recorded a charge of $0.8 million.

Other income (expense), net. Other income (expense), net increased $0.3 million for 2010 compared to 2009 due to a gain on foreign currency of $0.2 million and a decrease in interest expense of $0.1 million.

Provision for income taxes. Our income tax provision increased $1.6 million for 2010 compared to 2009 due to increased taxable income offset in part by our effective tax rate decreasing to 30.3% from 42.8%. Our lower tax rate was mainly due to an election made on our U.S. federal tax return, during the fourth quarter of 2010, to treat our Japanese subsidiary as a qualified subsidiary, which resulted in an 11% reduction in our 2010 effective tax rate.

Segment income from operations

Income from operations by segment and the related changes for 2010 and 2011 compared to 2009 and 2010, respectively, were as follows:

	Year Ended December 31,					
	2010		2011		Change	
	$	% of Segment Revenue	$	% of Segment Revenue	$	%
	(dollars in thousands)					
Income from operations:						
United States	$16,553	31.7%	$24,553	32.0%	$ 8,000	48.3%
Europe	2,250	19.4	4,931	25.3	2,681	119.2
Other	(2,877)	(263.9)	(2,615)	(91.7)	262	9.1
Total income from operations	$15,926	24.5%	$26,869	27.2%	$10,943	68.7%

Income from operations for the United States segment increased $8.0 million, or 48.3%, and as a percentage of segment revenue increased to 32.0% from 31.7%, in each case for 2011 as compared with 2010. Income from operations increased due to a 46.7% increase in revenue.

Income from operations for the Europe segment increased $2.7 million, or 119.2%, and as a percentage of segment revenue increased to 25.3% from 19.4%, in each case for 2011 as compared with 2010. Income from operations increased due to a 67.6% increase in revenue, higher factory utilization and operating expenses growing at a slower rate than revenue.

	Year Ended December 31,					
	2009		2010		Change	
	$	% of Segment Revenue	$	% of Segment Revenue	$	%
	(dollars in thousands)					
Income from operations:						
United States	$ 9,105	26.0%	$16,553	31.7%	$7,448	81.8%
Europe	1,145	13.1	2,250	19.4	1,105	96.5
Other	(2,343)	(2,965.8)	(2,877)	(263.9)	(534)	(22.8)
Total income from operations	$ 7,907	18.0%	$15,926	24.5%	$8,019	101.4%

Income from operations for the United States segment increased $7.4 million, or 81.8%, and as a percentage of segment revenue increased to 31.7% from 26.0%, in each case for 2010 as compared with 2009. Income from operations increased due to a 49.1% increase in revenue, higher factory and equipment utilization and lower operating expenses due to the fixed nature of certain operating expenses.

Income from operations for the Europe segment increased $1.1 million, or 96.5%, and as a percentage of segment revenue increased to 19.4% from 13.1%, in each case for 2010 as compared with 2009. Income from operations increased due to a 33.1% increase in revenue, higher factory and equipment utilization and lower operating expenses due to the fixed nature of certain operating expenses.

Selected Quarterly Results of Operations

The following tables set forth selected unaudited quarterly results of operations since 2010 as well as the percentage that each line item represents of total revenue. This unaudited quarterly information has been prepared on the same basis as our annual audited consolidated financial statements appearing elsewhere in this prospectus and includes all adjustments, consisting only of normal recurring adjustments, that we consider necessary to present fairly the financial information for the fiscal quarters presented. The quarterly data should be read in conjunction with our selected financial data and consolidated financial statements and the related notes appearing elsewhere in this prospectus. Operating results for any quarter are not necessarily indicative of results for any future period.

	Three Months Ended							
	Mar. 31, 2010	Jun. 30, 2010	Sept. 30, 2010	Dec. 31, 2010	Mar. 31, 2011	Jun. 30, 2011	Sept. 30 2011	Dec. 31, 2011
	(in thousands)							
Consolidated Statements of Operations Data:								
Revenue	$13,214	$15,731	$ 17,678	$18,296	$22,335	$24,052	$ 26,915	$25,637
Cost of revenue	5,341	6,135	6,778	7,189	8,429	9,517	10,305	11,073
Gross profit	7,873	9,596	10,900	11,107	13,906	14,535	16,610	14,564
Operating expenses:								
Marketing and sales	2,369	2,621	2,710	3,167	3,215	3,924	4,001	4,612
Research and development	1,044	1,051	1,064	1,122	1,112	1,223	1,303	1,584
General and administrative	1,626	1,716	1,903	2,384	2,506	2,753	3,038	3,475
Loss on impairment of foreign subsidiary assets	—	—	—	773	—	—	—	—
Total operating expenses	5,039	5,388	5,677	7,446	6,833	7,900	8,342	9,671
Income from operations	2,834	4,208	5,223	3,661	7,073	6,635	8,268	4,893
Other income (expense), net	(165)	(170)	203	(81)	(81)	78	21	(132)
Income before income taxes	2,669	4,038	5,426	3,580	6,992	6,713	8,289	4,761
Provision for income taxes	1,025	1,551	2,083	103	2,269	2,182	2,801	1,531
Net income	$ 1,644	$ 2,487	$ 3,343	$ 3,477	$ 4,723	$ 4,531	$ 5,488	3,230

	Three Months Ended							
	Mar. 31, 2010	Jun. 30, 2010	Sept. 30, 2010	Dec. 31, 2010	Mar. 31, 2011	Jun. 30, 2011	Sept. 30, 2011	Dec, 31, 2011
Consolidated Statements of Operations Data:								
Revenue	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of revenue	40.4	39.0	38.3	39.3	37.7	39.6	38.3	43.2
Gross profit	59.6	61.0	61.7	60.7	62.3	60.4	61.7	56.8
Operating expenses:								
Marketing and sales	18.0	16.6	15.3	17.4	14.4	16.3	14.9	18.0
Research and development	7.9	6.7	6.0	6.1	5.0	5.1	4.8	6.2
General and administrative	12.3	10.9	10.8	13.0	11.2	11.4	11.3	13.5
Loss on impairment of foreign subsidiary assets	—	—	—	4.2	—	—	—	
Total operating expenses	38.2	34.2	32.1	40.7	30.6	32.8	31.0	37.7
Income from operations	21.4	26.8	29.6	20.0	31.7	27.6	30.7	19.1
Other income (expense), net	(1.2)	(1.1)	1.1	(0.4)	(0.4)	0.3	0.1	(0.5)
Income before income taxes	20.2	25.7	30.7	19.6	31.3	27.9	30.8	18.6
Provision for income taxes	7.8	9.9	11.8	0.6	10.2	9.1	10.4	6.0
Net income	12.4%	15.8%	18.9%	19.0%	21.1%	18.8%	20.4%	12.6%

Liquidity and Capital Resources

Cash Flows

The following table summarizes our cash flows for 2009, 2010 and 2011:

	Year Ended December 31,		
	2009	2010	2011
		(in thousands)	
Net cash provided by operating activities	$ 8,395	$14,012	$ 23,535
Net cash used in investing activities	(4,773)	(6,041)	(18,503)
Net cash used in financing activities	(3,407)	(4,229)	(2,845)
Effect of exchange rates on cash	(170)	(344)	(153)
Net increase in cash and cash equivalents	$ 45	$ 3,398	$ 2,034

Sources of Liquidity

Historically we have financed our operations and capital expenditures through operations, lease financing and the use of bank loans. In addition, we have financed our common stock repurchases through issuance of preferred stock, bank loans and cash balances. We had cash and cash equivalents of $8.1 million as of December 31, 2011, an increase of $2.0 million from December 31, 2010. The increase in our cash was due to cash generated by operations. The December 31, 2010 cash balance represented an increase of $3.4 million from the December 31, 2009 cash balance of $2.7 million, and this increase was also due to cash generated by operations.

Cash Flows from Operating Activities

Cash generated by operating activities was $23.5 million in 2011. We had net income of $18.0 million, which included non-cash charges consisting of $4.3 million in depreciation, $2.2 million in deferred taxes and $1.1 million in stock-based compensation expense partially offset by excess tax benefit from stock-based compensation of $0.7 million. Other uses of cash in operating activities totaled $1.4 million, which included an increase in accounts receivable of $3.4 million, an increase in inventory of $2.2 million and an increase in pre-paid expenses of $0.6 million. These were partially offset by an increase in accounts payable of $1.5 million and an increase in accrued liabilities of $3.3 million. The increase in accounts receivable reflects increases in revenue.

Cash generated by operating activities was $14.0 million in 2010. We had net income of $11.0 million, which included non-cash charges consisting of $3.5 million in depreciation, an asset impairment charge of $0.8 million, an increase in deferred income taxes of $0.5 million and $0.3 million in stock-based compensation expense. Other uses of cash in operating activities totaled $2.1 million, which included an increase in accounts receivable of $3.0 million, an increase of $0.8 million in prepaid expenses, an increase in inventory of $0.5 million and a decrease in income taxes payable of $0.1 million. These were partially offset by an increase in accounts payable of $1.1 million and an increase in accrued liabilities of $1.2 million. The increase in accounts receivable reflects increased revenue. The increase in accounts payable was due to an increased level of operations.

Cash generated by operating activities was $8.4 million in 2009. We had net income of $4.2 million, which included non-cash charges consisting of $2.9 million in depreciation, an increase in deferred income taxes of $0.7 million, $0.2 million in stock-based compensation expense and a loss on disposal of fixed assets of $0.1 million. Other sources of cash in operating activities totaled $0.3 million, which included a decrease in accounts payable of $0.5 million, and a decrease in accrued expenses of $0.3 million. These were partially offset by a decrease in accounts receivable of $0.9 million and an increase in income taxes payable of $0.1 million. The decrease in accounts receivable reflects decreased revenue from new customer acquisitions and decreased revenue to existing customers. The decrease in accounts payable was due to a decreased level of operations.

Cash Flows from Investing Activities

Cash used in investing activities was $18.5 million in 2011, consisting of $19.0 million for the purchase of property and equipment and a net reduction of short-term investments of $0.5 million.

Cash used in investing activities was $6.0 million in 2010, consisting of $7.0 million for the purchase of property and equipment and a net reduction of short-term investments of $1.0 million.

Cash used in investing activities was $4.8 million 2009, consisting of $5.1 million for the purchase of property and equipment and a net reduction of short-term investments of $0.3 million.

Cash Flows from Financing Activities

Cash used in financing activities was $2.8 million in 2011. The primary use of funds was for net payments on debt of $4.0 million, which was offset by the excess tax benefit from stock-based compensation of $0.7 million and stock option and warrant exercises of $0.5 million.

Cash used in financing activities was $4.2 million in 2010. The primary use of funds was for payments on debt of $4.3 million, which was partially offset by stock option and warrant exercises of $0.1 million.

Cash used in financing activities was $3.4 million in 2009. The primary use of funds was for payments on debt.

Operating and Capital Expenditure Requirements

We believe, based on our current operating plan, that the net proceeds from this offering, together with our cash balances, cash generated through operations and interest income, will be sufficient to meet our anticipated cash requirements through at least the next 12 months. From time to time we may seek to sell additional equity or convertible debt securities or enter into credit facilities. The sale of additional equity and convertible debt securities may result in dilution to our shareholders. If we raise additional funds through the issuance of convertible debt securities or enter into credit facilities, these securities and debt holders could have rights senior to those of our common stock, and this debt could contain covenants that would restrict our operations. We may require additional capital beyond our currently forecasted amounts. Any such required additional capital may not be available on terms acceptable to us, or at all.

Our future capital requirements will depend on many factors, including the following:

- the revenue generated by Firstcut and Protomold services;
- costs of operations, including costs relating to expansion, growth, and transition to a public company;
- the emergence of competing or complementary technological developments;
- the costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual product rights, or participating in litigation-related activities; and
- the acquisition of businesses, products and technologies, although we currently have no commitments or agreements relating to any of these types of transactions.

Our annual capital expenditures generally have varied between approximately 8% and 19% of annual revenue. We believe future capital expenditures are likely to vary between approximately 8% and 12% of annual revenue.

Contractual Obligations

As of December 31, 2011, our contractual obligations and the effect such obligations are expected to have on our liquidity and cash flows in future periods were as follows:

		Payment Due by Period			
	Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years
			(in thousands)		
Operating leases	$8,372	$ 1,379	$2,560	$2,034	$ 2,399
Capital leases	1,113	433	526	154	—
Total	$9,485	$ 1,812	$3,086	$2,188	$ 2,399

The table above reflects only payment obligations that are fixed and determinable. Our commitments for operating leases relate to one of our U.S. manufacturing facilities as well as our European and Japanese facilities. Our commitments for capital leases relate to equipment financing for our European and Japanese operations.

Financing Arrangements

In June 2007, we received a $3.0 million loan, or equipment note, from Wells Fargo Equipment Finance, Inc. to finance previously purchased equipment. The equipment note was payable in monthly principal payments of $50,000 plus interest, which is calculated using an interest rate equal to the sum of the daily one-month London Interbank Offered Rate, or LIBOR, and 1.4%. The outstanding principal amounts under the equipment note were $0.9 and $0.0 million at December 31, 2010 and 2011, respectively. The equipment note was secured by a first lien against certain equipment.

In August 2008, we established a $5.0 million revolving credit facility, or revolving note, and a $10.0 million term loan, or term note, with Wells Fargo Bank, N.A. In November 2009, we amended the credit agreement, revolving

note, and term note, which then had an outstanding principal amount of $6.7 million. We paid off the term note in May 2011, and we have had no borrowings under the revolving note during 2009, 2010 or 2011. The revolving note bears interest at either (i) the fixed rate equal to the sum of 2.0% per annum and LIBOR, in effect from time to time, or (ii) the fluctuating rate equal to the sum of 2.0% per annum and the daily one-month LIBOR in effect from time to time. The revolving note is secured by a first lien on substantially all of our personal property and on the real property at our Maple Plain, Minnesota facility. The credit agreement contains covenants limiting capital expenditures and investments in foreign subsidiaries and includes certain financial thresholds. On December 31, 2010, we were in violation of the covenant limiting capital expenditures, which violation was subsequently waived. We do not believe that our operations would have been limited if we were unable to obtain a waiver to enable us to access funds from our revolving credit facility because our cash position and operations were adequate to fund our operations and because we were not interested in accessing such funds at that time. In September 2011, we amended and restated the credit agreement and revolving note, increasing the maximum amount that can be borrowed under the note to $10.0 million. The amended revolving note bears interest at either (i) the fixed rate equal to the sum of 1.5% per annum and LIBOR, in effect from time to time, or (ii) the fluctuating rate equal to the sum of 1.5% per annum and the daily one-month LIBOR in effect from time to time. The amended credit agreement does not contain a covenant limiting capital expenditures but does limit investments in foreign subsidiaries exceeding $10.0 million. The amended credit agreement also includes certain financial thresholds such as maintain tangible net worth as of the end of each quarter of not less than $20.0 million and maintain net income after taxes each quarter of not less than $0.5 million. On December 31, 2011, we were in compliance with all terms and conditions of the amended credit agreement. Our amended revolving note terminates on September 30, 2013.

The following table summarizes our financing arrangements as of December 31, 2009, 2010 and 2011:

	December 31,		
	2009	2010	2011
	(dollars in thousands)		
Equipment note payable to a bank with interest at daily one-month LIBOR plus 1.4%, due in monthly principal payments of $50 plus interest, through June 2012, secured by certain assets of the Company	$ 1,500	$ 900	$ —
Term note payable to a bank with interest at daily one-month LIBOR plus 2.0%, due in quarterly principal payments of $833 plus interest monthly, through September 2011, secured by certain assets of the Company	5,833	2,500	—
Various obligations under capital leases, with interest rates from 4.5% to 10.3%, dues in various monthly installments, including interest, through various dates through April 2015, secured by equipment	1,963	1,632	1,003
	9,296	5,032	1,003
Less current portion	4,605	3,742	390
	$ 4,691	$ 1,290	$ 613

Off-Balance Sheet Arrangements

Since our inception, we have not engaged in any off-balance sheet arrangements, including the use of structured finance, special purpose entities or variable interest entities.

Critical Accounting Policies and Use of Estimates

The discussion and analysis of our financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates, judgments and assumptions that affect the reported amount of assets, liabilities, revenue, expenses and related disclosures. On an ongoing basis, we evaluate our estimates, including those related to revenue recognition, the allowance for doubtful accounts, inventory valuation, stock-based compensation and income taxes. We base our estimates of the carrying value of certain assets and liabilities on historical experience and on various other assumptions that we believe to be

reasonable under the circumstances. In many cases, we could reasonably have used different accounting policies and estimates. In some cases, changes in the accounting estimates are reasonably likely to occur from period to period. Management has discussed the development, selection and disclosure of these estimates with the audit committee of our board of directors. Our actual results may differ significantly from these estimates under different assumptions or conditions.

We believe the following critical accounting policies affect our more significant judgments used in the preparation of our consolidated financial statements. See Notes to Consolidated Financial Statements included in this prospectus for additional information about these critical accounting policies, as well as a description of our other accounting policies.

Revenue Recognition

We recognize revenue in accordance with ASC 605, *Revenue Recognition*, or ASC 605, which states that revenue is realized or realizable and earned when all of the following criteria are met: (1) persuasive evidence of an arrangement exists, (2) delivery has occurred or services have been rendered, (3) the price to the buyer is fixed or determinable, and (4) collectability is reasonably assured.

Revenue is generally recognized upon transfer of title and risk of loss, which for us is upon shipment of parts.

Allowance for Doubtful Accounts

We carry our accounts receivable at their face amount less an allowance for doubtful accounts. On a periodic basis, we evaluate our accounts receivable and establish an allowance for doubtful accounts based on a combination of specific customer circumstances and credit conditions taking into account the history of write-offs and collections. A receivable is considered past due if payment has not been received within the period agreed upon in the invoice. Accounts receivable are written off after all collection efforts have been exhausted. To date, we have not incurred any write-offs of accounts receivable significantly different than the amounts reserved. We believe appropriate reserves have been established, but they may not be indicative of future write-offs. Our allowance for doubtful accounts as of December 31, 2009, 2010 and 2011 was $0.2 million, $0.2 million and $0.1 million, respectively. Our allowance for doubtful accounts has decreased as a percentage of accounts receivable due to improvements in account aging driven by stronger credit policies.

The following table summarizes changes to the allowance for doubtful accounts for 2009, 2010 and 2011.

	Balance at Beginning of Period	Charged to Expenses	Write-offs	Balance at End of Period
		(In thousands)		
Year ended December 31, 2011	$ 158	$ 71	$132	$ 97
Year ended December 31, 2010	$ 205	$ 45	$ 92	$ 158
Year ended December 31, 2009	$ 190	$ 67	$ 52	$ 205

We also record a provision for estimated product returns and allowances in the period in which the related revenue is recorded. This provision against current gross revenue is based principally on historical rates of sales returns.

Inventory Valuation and Inventory Reserves

Inventory consists primarily of raw materials, which are recorded at the lower of cost or market, using the average-cost method, which approximates first-in, first-out, or FIFO, cost. We periodically review our inventory for slow-moving, damaged and discontinued items and provide reserves to reduce such items identified to their recoverable amounts. Our inventory allowance for obsolescence is not material as of December 31, 2009, 2010 or 2011.

Stock-Based Compensation

We determine our stock-based compensation in accordance with ASC 718, *Compensation—Stock Compensation,* or ASC 718, which requires the measurement and recognition of compensation expense for all share-based payment awards made to employees and non-employee directors based on the grant date fair value of the award.

Determining the appropriate fair value model and calculating the fair value of stock option grants requires the input of highly subjective assumptions. We use the Black-Scholes option pricing model to value our stock option awards. Stock-based compensation expense is significant to our consolidated financial statements and is calculated using our best estimates, which involve inherent uncertainties and the application of management's judgment. Significant estimates include our expected term, stock price volatility and forfeiture rates.

The Black-Scholes option pricing model requires inputs such as the risk-free interest rate, expected term, expected volatility and expected dividend yield. We base the risk-free interest rate that we use in the Black-Scholes option pricing model on zero coupon U.S. Treasury instruments with maturities similar to the expected term of the award being valued. The expected term represents the weighted average period that our stock options are expected to be outstanding. The expected term is based on the observed and expected time to post-vesting exercise of options by employees and non-employee directors and considers the impact of post-vesting award forfeitures. As we have been operating as a private company since inception with a limited market for our stock, we have based our assumptions on the volatility of stock price using outside valuation services and an estimate of the volatility of our common stock based on volatility of a peer group of comparable publicly traded companies for which historical information is available. We have never paid and do not anticipate paying any cash dividends in the foreseeable future and, therefore, we use an expected dividend yield of zero in the option pricing model. In order to properly attribute compensation expense, we are required to estimate pre-vesting forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. We use historical data to estimate pre-vesting forfeitures and record stock-based compensation expense only for those awards that are expected to vest. If our actual forfeiture rate is materially different from our estimate, stock-based compensation expense could be significantly different from what has been recorded.

The fair value of each new employee/director option awarded was estimated on the date of grant for the periods below using the Black-Scholes option pricing model with the following assumptions:

	Year Ended December 31,		
	2009	2010	2011
Risk-free interest rate	3.05 - 3.44%	3.35%	3.68%
Expected term (years)	5 - 10	10	5
Expected volatility	39.00 - 48.22%	38.05%	47.32%
Expected dividend yield	0.00%	0.00%	0.00%
Weighted average grant date fair value	$3.16	$4.27	$8.99

If in the future we determine that another method for calculating the fair value of our stock options is more reasonable, or if another method for calculating the above input assumptions is prescribed by authoritative guidance, the fair value calculated for our employee stock options could change significantly.

There are significant differences among option valuation models, and this may result in a lack of comparability with other companies that use different models, methods and assumptions. If factors change and we employ different assumptions in the application of ASC 718 in future periods, or if we decide to use a different valuation model, such as a lattice model, the stock-based compensation expense that we record in the future under ASC 718 may differ significantly from what we have recorded using the Black-Scholes option pricing model and could materially affect our operating results.

We allocate stock-based compensation expense on a straight-line basis over the requisite service period. We recorded stock-based compensation expense of $0.2 million, $0.3 million and $1.1 million during 2009, 2010 and 2011, respectively. As of December 31, 2011, we had $4.2 million of unrecognized stock-based compensation costs, net

of estimated forfeitures, that is expected to be recognized over a weighted average period of 3.9 years. We issued options to purchase 658,000 and 224,000 shares of our common stock in 2010 and 2011, respectively.

In future periods, our stock-based compensation expense is expected to increase due to the issuance additional stock-based awards to continue to attract and retain employees and non-employee directors and our existing unrecognized stock-based compensation.

Pre-IPO Common Stock Valuation

Historically, we have granted stock options with exercise prices equal to the fair value of our common stock as determined at the date of grant by our board of directors. The fair value of our common stock is used to determine the expense recognition of equity-based payments made to employees. Because we are a privately held company with no public market for our common stock, our board of directors has considered numerous objective and subjective factors in determining the value of common stock in accordance with the guidance provided by the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*. These objective and subjective factors include:

- recent valuation analysis furnished by either an independent third-party valuation specialist or a professional investor in our company;
- our stage of development;
- actual and forecasted operating and financial performance;
- our capital resources or financial condition;
- trends and risks in our industry;
- U.S. and global capital market conditions;
- arm's length, third-party sales of our common and preferred stock;
- the preferences of our preferred stock relative to those of common stock;
- the lack of a public market for our common stock; and
- the prospects for increased liquidity in our common stock through an initial public offering, sale of our company or otherwise.

Valuations that we have performed require significant use of estimates and assumptions. If different estimates and assumptions had been used, our common stock valuations could be significantly different and related stock-based compensation expense may be materially impacted.

The following table summarizes, by grant date, the number of shares underlying stock options granted since January 1, 2009 and the per share exercise price and grant date fair value of our common stock for each of these grants. The per share exercise price equaled the per share grant date fair value of our common stock, as determined by our board of directors, for each of these grants.

Grant Date	Number of Shares	Exercise Price Per Share	Grant Date Fair Value Per Share
April 28, 2009	224,000	$ 5.56	$ 5.56
October 28, 2009	7,000	5.56	5.56
December 21, 2010	658,000	7.86	7.86
June 22, 2011	224,000	20.07	20.07

April 28, 2009 and October 28, 2009 Grants. In April 2009, our board of directors obtained a valuation analysis as of December 31, 2008 from an independent third-party valuation specialist, which it utilized in part in connection with its fair value determination for the April 28, 2009 grants. In determining the fair value of our common stock for

these grants, our board used the market approach and income approach valuation methods that were also used by the third-party valuation specialist. Market approaches are a general way of determining a value indication of a business ownership interest or security by using one or more methods that compare the subject to similar businesses, business ownership interests, or securities that are publicly traded or have been sold. In the market approach, estimates of market value are developed by comparing our company to selected publicly traded companies or acquired companies that possess similar business risks and returns. On the basis of the comparative analysis, valuation multiples derived from the guideline companies are applied to financial data of our company to develop an indication of the enterprise value.

In the income approach, our board utilized the discounted cash flow method to determine an indication of value. In the discounted cash flow method, several years of future cash flows are estimated. These cash flows are then discounted to a present value using a discount rate that our board believed to be appropriate to compensate for the risk of attaining the projected cash flows. The discounted cash flow method is a multi-period income approach because it considers multiple years of income and cash flow. This valuation method is highly sensitive to projected future performance as well as selected terminal multiples and discount rates. A weighted average cost of capital of 22.6% was used in our board's analysis. Our board believed the discounted cash flow method provided the most relevant indication of our company's enterprise value given our projected growth. Our board concluded that it was appropriate to rely on the valuation as of December 31, 2008 for purposes of the April 28, 2009 grants, in large part based on its determination that there were no significant changes in our business, including our recent and forecasted financial results, between December 31, 2008 and the date of these grants, as well as for the additional reasons described below.

For the October 28, 2009 grant, our board relied in part upon the same valuations and assumptions described above in connection with the April 28, 2009 grants. Our board concluded that it was appropriate to rely on the valuation as of December 31, 2008 for purposes of the October 28, 2009 grant, in large part on its determination that there were no significant changes to our business, including our recent and forecasted financial results, between December 31, 2008 and the date of these grants, as well as for the additional reasons described below.

In addition, from December 31, 2008 through April 28, 2009 and October 28, 2009, the U.S. economy and markets were in significant turmoil. Access to the capital and debt markets was very challenging, with initial public offerings being nearly non-existent in the United States during this period. We believe much of the hope for a relatively quick recovery that existed prior to this time had dissipated as we faced the reality of ongoing recession and economic crisis. And unlike our financial performance prior to this time, our financial performance during this period was also significantly down. And given the fact that our business is based on new product development and companies committing capital to related research and development activities, and these types of expenditures are often curtailed during times of economic uncertainty and crisis, the uncertainty surrounding our business and future prospects was particularly acute during this period. These considerations also impacted our fair valuation determinations as of December 31, 2008, April 28, 2009 and October 28, 2009, particularly as a growth company whose valuation is largely dependent on financial performance and future prospects.

December 21, 2010 Grants. In December 2010, our board of directors obtained a valuation analysis as of September 30, 2010 from an independent third-party valuation specialist, which it utilized in part in connection with its fair value determination for the December 21, 2010 grants. In determining the fair value of our common stock for these grants, our board used the market approach and income approach valuation methods described above, except a weighted average cost of capital of 23.0% was used for the discounted cash flow analysis.

Our board concluded that it was appropriate to rely on the valuation analysis as of September 30, 2010, for purposes of the December 21, 2010 option grants in large part based on its determination that there were no significant changes to our business, including our forecasted financial results, between September 30, 2010 and the date of these grants, as well as for the reasons described below.

In addition, from September 30, 2010 through December 21, 2010, though the U.S. economy and markets continued to face challenges, they had improved since our 2009 grants. This corresponded with improvement in our financial performance as compared to 2009. However, at this time, we still faced economic and market uncertainty, and therefore were not engaged in the initial public offering process. These considerations also impacted our fair valuation determinations as of September 30, 2010 and December 21, 2010.

June 22, 2011 Grants. In May 2011, our board of directors obtained a valuation analysis as of April 30, 2011 from an independent third–party valuation specialist, which it utilized in part in connection with its fair value determination for the June 22, 2011 grants. In determining the fair value of our common stock for these grants, our board used the valuation methods from the market approach and income approach described above, except a weighted average cost of capital of 25.0% was used in our discounted cash flow analysis. Our board used a weighted average of the discounted cash flow method and the guideline public company method to provide the most relevant indication of our enterprise value given our projected growth. The option pricing method was used to allocate the enterprise value between the different classes of securities. Due to our decision to pursue an initial public offering, or IPO, we also completed an IPO probability-weighted expected return method to value the common equity. The results of these two methods were combined in a weighted average, giving 60% weight to the IPO probability weighted expected return method and 40% weight to the option pricing method based on the discounted cash flow and guideline public company method.

Our board concluded that it was appropriate to rely on the valuation analysis as of April 30, 2011 for purposes of the June 22, 2011 option grants because there were no significant changes to the business, including our forecasted financial results, between April 30, 2011 and the date of these grants, as well as for the reasons described below.

In addition, from April 30, 2011 through June 22, 2011, the U.S. economy and markets had improved significantly since 2010. Access to the capital and debt markets was promising during this period compared to 2010, especially for technology based companies engaging in initial public offerings. Comparable company performance was positive. We also had much greater confidence in new product development and related research and development spending than we did in 2010. This all corresponded with record financial performance by us during this period and a significant upward revision to our financial forecast. And on June 6, 2011, as contemplated on April 30, 2011, given the positive developments described above, we officially launched our initial public offering activities with an organizational meeting. These considerations also impacted our fair valuation determinations as of April 30, 2011 and June 22, 2011, particularly as a growth company whose valuation is largely dependent on financial performance and future prospects and that was contemplating engaging in an initial public offering during this period.

Income Taxes

We account for income taxes in accordance with ASC 740, *Income Taxes*, or ASC 740. Under this method, the Company determines tax assets and liabilities based upon the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to affect taxable income. The tax consequences of most events recognized in the current year's financial statements are included in determining income taxes currently payable. However, because tax laws and financial accounting standards differ in their recognition and measurement of assets, liabilities and equity, revenues, expenses, gains and losses, differences arise between the amount of taxable income and pretax financial income for a year and between the tax basis of assets or liabilities and their reported amounts in the financial statements. Because we assume that the reported amounts of assets and liabilities will be recovered and settled, respectively, a difference between the tax basis of an asset or liability and its reported amount in the balance sheet will result in a taxable or a deductible amount in some future years when the related liabilities are settled or the reported amounts of the assets are recovered, giving rise to a deferred tax asset or liability.

ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements by defining a criterion that an individual tax position must meet for any part of the benefit of that position to be recognized in an enterprise's financial statements. Additionally, ASC 740 provides guidance on measurement, de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. We have established a liability for uncertain tax positions of $0.4 million as of December 31, 2011.

Quantitative and Qualitative Disclosure of Market Risks

Our exposure to market risk is confined to our cash and cash equivalent balances and short-term investments. The primary goals of our investment policy are preservation of capital, fulfillment of liquidity needs and fidiciary control of cash and cash equivalent balances. We also seek to maximize income from our investments without assuming significant risk. To achieve our goals, we maintain a portfolio of short-term and highly liquid time deposits. The time deposits in our portfolio, due to their very short-term nature, are subject to minimal interest rate risk. In future periods, we will continue to evaluate our investment policy in order to continue our overall goals.

Foreign Currency Risk

As a result of our foreign operations, we have revenue and expenses, assets and liabilities that are denominated in foreign currencies. A number of our employees are located in Europe and Japan. Therefore, a portion of our payrolls and operating expenses are paid and incurred in the British Pound, Euro and Yen. Our operating results and cash flows are adversely impacted when the U.S. dollar depreciates relative to other foreign currencies. As we expand internationally, our results of operations and cash flows will become increasingly subject to changes in foreign exchange rates. We have not used any forward contracts or currency borrowings to hedge our exposure to foreign currency exchange risk.

Recent Accounting Pronouncements

In May 2011, FASB issued ASU 2011-04*, Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRS.* This accounting update generally aligns the principles for fair value measurements and the related disclosure requirements under U.S. GAAP and International Financial Reporting Standards. From a U.S. GAAP perspective, the amendments are largely clarifications, but some could have a significant effect on certain companies. A number of new disclosures also are required. Except for certain disclosures, the guidance applies to public and nonpublic companies and is to be applied prospectively. For public companies and nonpublic companies, the amendments are effective during interim and annual periods beginning after December 15, 2011. Early adoption by public companies is not permitted. Nonpublic companies may apply the amendments early, but no earlier than for interim periods beginning after December 15, 2011.

In June 2011, FASB issued ASU 2011-05, *Presentation of Comprehensive Income*, or ASU 2011-05. This accounting update requires entities to present items of net income and other comprehensive income either in a single continuous statement, or in separate, but consecutive, statements of net income and other comprehensive income. The new requirements do not change which components of comprehensive income are recognized in net income or other comprehensive income, or when an item of other comprehensive income must be reclassified to net income. However, the current option under existing standards to report other comprehensive income and its components in the statement of changes in equity is eliminated. In addition, the previous option to disclose reclassification adjustments in the notes to the financial statements is also eliminated, as reclassification adjustments will be required to be shown on the face of the statement under the new standard. The updates are effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Since this standard impacts disclosure requirements only, the Company does not expect its adoption will have a material impact on its consolidated results of operations or financial condition.

Business

Our Company

We are a leading online and technology-enabled quick-turn manufacturer of custom parts for prototyping and short-run production. We provide “Real Parts, Really Fast” to product developers worldwide, who are under increasing pressure to bring their finished products to market faster than their competition. We utilize computer numerical control, or CNC, machining and injection molding to manufacture custom parts for our customers. Our proprietary technology eliminates most of the time-consuming and expensive skilled labor conventionally required to quote and manufacture parts in low volumes. Our customers conduct nearly all of their business with us over the Internet. We target our services to the millions of product developers who use three-dimensional computer-aided design, or 3D CAD, software to design products across a diverse range of end-markets. We have established our operations in the United States, Europe and Japan, which we believe are three of the largest geographic markets where these product developers are located. We believe our use of advanced technology enables us to offer significant advantages at competitive prices to many product developers and is the primary reason we have become a leading supplier of low-volume custom parts.

We believe low-volume manufacturing has historically been an underserved market due to the inefficiencies inherent in the quotation, equipment set-up and non-recurring engineering processes required to produce custom parts. Our customers typically order low volumes of custom parts because they need a prototype to confirm the form, fit and function of one or more components of a product under development, or because they need an initial supply of parts to support pilot production while their high-volume production mold is being prepared, or because their product will only be released in a limited quantity. In each of these instances, we believe our solution provides product developers with an exceptional combination of speed, competitive pricing, ease of use and reliability that they typically cannot find among conventional custom parts manufacturers. Our technology enables us to ship parts in as little as one business day after receipt of a customer’s design submission.

Our proprietary technology enables us to automate and integrate the majority of activities involved in procuring custom low-volume parts, starting with our elegant web interface through which a product developer submits a 3D CAD part design. We have developed complex algorithms to quickly analyze the geometry of the design to analyze its manufacturability. In many cases, our software provides suggested design modifications to enhance manufacturability, presented to the product developer in a color-coded 3D representation of the part. Our automated pricing algorithm generates a firm price that is incorporated into a highly interactive web-based quotation, which allows the product developer to change a variety of parameters and instantly receive an updated price. Once the order is entered online, our manufacturing software calculates the required instructions for a CNC machine to make the part or related mold. Our system is highly scalable and capable of processing a large number of design submissions. As a result of the factors described above, we have significantly reduced many of the inefficiencies involved in serving the low-volume manufacturing market, while scaling our business to generate quotations on over 63,000 design submissions in the fourth quarter of 2011. And, as a further result, many of our customers tend to return to Proto Labs to meet their ongoing needs, with approximately 77%, 77% and 81% of our revenue in 2009, 2010 and 2011, respectively, derived from existing customers who had placed orders with us in prior years.

Our manufacturing services currently include CNC machining and plastic injection molding. We continually seek to expand the range of size and geometric complexity of the parts we can make with these processes, to extend the variety of materials we are able to support and to identify additional manufacturing processes to which we can apply our technology in order to better serve the evolving preferences and needs of product developers. See “Risk Factors—If our present single or limited source suppliers become unavailable or inadequate, our customer relationships, results of operations and financial condition may be adversely affected” for a discussion of the sourcing and availability of materials. We also plan to grow our business by further penetrating the universe of product developers at the customer companies we have already served, attracting new customer companies in the geographic markets in which we already have an established presence, and selectively entering new geographic markets.

We have experienced significant growth since our inception in 1999. We have grown our total revenue from $35.9 million in 2007 to $98.9 million in 2011. During this period, our operating expenses increased from $13.3 million in 2007 to $32.7 million in 2011. We have grown our income from operations from $8.4 million in 2007 to $26.9 million in 2011.

Industry Overview

Our Industry

We serve product developers worldwide who bring new ideas to market in the form of products containing one or more custom mechanical parts. Many of these product developers use 3D CAD software to create digital models representing their custom part designs that are then used to create physical parts for prototyping, functional testing, market evaluation or eventual production.

Custom prototype parts play a critical role in the product development process, as they provide product developers with the ability to confirm their intended performance requirements and explore design alternatives. Early in the product development process, product developers often leverage their use of 3D CAD to obtain prototype parts from a manufacturer using one of the “additive rapid prototyping” processes such as stereolithography, selective laser sintering, fused deposition modeling or 3D printing. While these processes can quickly produce an approximate physical representation of a part, these representations often do not meet product developers’ requirements for dimensional accuracy, cosmetics and material properties.

As an alternative or supplement to additive rapid prototyping, CNC machining can be used to produce low volumes of high-quality custom parts in either metal or plastic. CNC machining is a process by which a block of the required material is cut to a specified shape by a machine under computer commands, which are referred to as tool paths. For follow-on functional testing, market evaluation and production runs, plastic parts are typically manufactured using injection molding. Injection molding is a process of injecting molten plastic into a pre-made mold to form a part with the shape of the mold cavity. Both CNC machining and injection molding yield a part with the look, feel and performance of the finished product.

Our Market Opportunity

We know of no published third-party estimates of our specific addressable markets. Our Protomold injection molding service addresses a subset of the plastic injection molding market, which Plastics Custom Research, a market research firm, estimates was $50.3 billion in North America in 2010. Our Firstcut CNC machining service addresses a subset of the machine shop services segment, which IBISWorld, a market research firm, estimates was $34.9 billion in the United States in 2010.

Another way to gauge our market opportunity is by the number of product developers who use 3D CAD software. According to Jon Peddie Research, a market research firm, in December 2009 there were approximately 13 million users of CAD software worldwide, of which approximately 41%, or 5.3 million, were users of 3D CAD software. We believe a substantial portion of these 3D CAD users were product developers working in industries we serve, such as the medical, design, machinery, consumer and electronics industries, although we do not serve every application within these industries. From the inception of our company in 1999 through December 31, 2011, we have filled orders for approximately 20,000 product developers.

Trends Affecting the Product Development Process

There are several important trends impacting product developers worldwide.

Increasing E-Commerce Expectations

The Internet is a tool that is deeply integrated into the everyday activities of product developers, many of whom have come to expect a comprehensive set of integrated web-based capabilities and 24 hours a day, seven days a week access from their vendors. As product developers increasingly work with partners and vendors across various geographies and time zones, the Internet allows them to work collaboratively and immediately access information at anytime and from anywhere in the world.

Accelerating Time to Market

Product developers are facing increased pressure from global competitors to be first to market with their finished products. In addition, rapid advances in technology and consumer demand for the latest products are driving shorter product life cycles in many industries. This makes it ever more critical to obtain prototype parts quickly and identify problems in a product design early to minimize delays.

Increasing Adoption of 3D CAD Software

For product developers involved in mechanical part design, 3D CAD has inherent advantages over 2D CAD because it provides a complete description of the part's geometric design. As a result, many of these product developers continue to migrate from using 2D CAD to using 3D CAD for their design needs. According to Jon Peddie Research, the number of CAD users increased from approximately 11.5 million as of December 2007 to almost 13 million by the end of 2009, with 3D CAD users growing from 30% to 41% of active CAD software users during the same time period.

Challenges Confronting Product Developers

The trends affecting our industry create a variety of challenges for product developers.

Inadequate Turnaround Time

We believe most conventional custom parts manufacturers do not have the automated capability to analyze a design and then quote, manufacture and ship custom parts fast enough to satisfy the time-to-market needs of many product developers. Quotation and order placement from these custom parts manufacturers can take anywhere from a few days to weeks, and frequently require face-to-face interaction. In addition, once an order is placed, conventional custom parts manufacturers typically require a significant amount of manual engineering before manufacturing can begin.

Difficulty in Sourcing Low-Volume Custom Parts

We believe many custom parts manufacturers prefer the higher asset utilization inherent in high-volume production and therefore may decline or assign a lower priority to low-volume orders. In addition, those custom parts manufacturers that do take low-volume orders often lack the scale to produce significant numbers of different parts at the same time. This is particularly problematic for product developers with products requiring multiple custom parts, as these developers consequently may need to disperse and coordinate orders among several manufacturers.

Most Custom Parts Manufacturers Lack an Interactive Web-Based Interface

We believe most custom parts manufacturers lack the technology to offer an interactive web-based interface and quoting system, which can result in significant inconveniences for product developers. Business can typically be transacted only during the business day, frequently requires face-to-face interactions and is generally conducted without the web-centric convenience that product developers have come to expect in other aspects of their professional and personal lives.

High Cost

Many product developers find low-volume custom parts manufacturing to be expensive due to the manufacturer's significant up-front non-recurring engineering costs and the additional costs incurred to support high-volume production, both of which must be absorbed over a small quantity of parts. Therefore, we believe most custom parts manufacturers are not well equipped to fulfill significant numbers of low-volume orders at competitive prices.

Our Solution

We have developed proprietary software and advanced manufacturing processes that automate much of the skilled labor conventionally required in quoting, production engineering and manufacturing custom parts. We believe our interactive web-based interface and highly automated processes address the desires of many product developers for a fast, efficient and cost-effective means of obtaining low-volume custom parts. We also believe the use of our advanced technology to bring speed and efficiency at competitive prices to product developers is the primary reason we have become a leading supplier of low-volume custom CNC-machined and injection molded parts.

Key elements of our solution include:

Sophisticated Technology that Reduces Turnaround Time

Our web-based interface and proprietary software automate many of the manual and time-consuming processes typically required to obtain custom CNC machined or injection molded parts from conventional suppliers. Our platform automates many aspects of the entire process from design submission through manufacturability analysis and feedback, quotation, order submission, mold design, tool path generation and mold or part manufacture. Our prospective customers upload a 3D CAD file of their required part through our website, and often within minutes our software analyzes the manufacturability of the product and, if we are able to make the part, returns a firm price quotation with any recommendations for design modifications. Our quoting system is highly interactive, enabling our prospective customers to change the material, finish, quantity or shipping schedule of orders, and to instantly receive an updated quotation. Once an order is received, our software automates much of the mold design, tool path generation and mold or part manufacture that normally require skilled labor. As a result, in many cases we are able to quote orders in minutes and ship parts in as little as one business day.

Enhanced Customer Experience

Our web-based customer interface provides a straightforward means of submitting 3D CAD part designs. Our proprietary manufacturability analysis then quickly analyzes whether a part design falls within our manufacturing capabilities. In many cases, our software provides suggested design modifications to enhance manufacturability, presented to the product developer in an interactive quotation containing a color-coded 3D representation of the part. This allows product developers to quickly determine the manufacturability of their parts, what they will cost and when they can be shipped. Our interactive quotations provide instant visibility into the impact of changing an order's various parameters such as material, finish, quantity or shipping schedule. As a result, we provide product developers with an easy-to-use and consistent means of obtaining custom parts.

Attractive Low-Volume Pricing

Based on internal market research, we believe we generally have competitive pricing on low-volume orders. We believe this is a direct result of our technology and the efficiency of our operations, both of which were designed specifically for low-volume production. By automating and integrating many of the manual processes conventionally involved in quoting and manufacturing low-volume custom CNC machined and injection molded parts, we have significantly reduced or eliminated most of the non-recurring engineering labor costs associated with these processes. These costs are typically a significant portion of the total costs in the low-volume custom parts manufacturing environment, and as a result, we can typically offer product developers competitive prices on low-volume custom manufactured parts.

Scale to Process Large Numbers of Unique Part Designs

Our proprietary, highly scalable quoting technology addresses the manual processes conventionally involved in submitting a design, analyzing its manufacturability, making design revision recommendations and generating price quotations. This enables us to quickly analyze high volumes of 3D CAD part design submissions and provide feedback to our prospective product developer customers. In the fourth quarter of 2011 alone, we generated quotations for over 63,000 design submissions. Our proprietary manufacturing automation technology is also highly scalable, enabling us to process large numbers of unique designs and efficiently manufacture the related parts to meet the needs of product developers.

Our Competitive Advantages

We believe our leadership position is based on a number of distinct competitive advantages:

Advanced Proprietary Technology

Our proprietary technology automates much of the skilled labor conventionally required to quote and manufacture low-volume custom parts, including the often time-consuming steps of design submission, manufacturability analysis and feedback, quotation, order submission, mold design, tool path generation, mold or part manufacture, and production management. This technology has been developed and continually expanded and refined over our 13

years of providing custom mold and part manufacturing services to our customers. We believe our proprietary technology gives us significant advantages over our competitors, who typically lack the expertise and resources to develop similar technology. See “Selected Consolidated Financial Data” for disclosure of our historical research and development expenses.

Turnaround Speed

We believe we are generally the fastest provider of low-volume custom CNC machined or injection molded parts. By automating many of the manual and time-consuming steps conventionally required to obtain low-volume custom parts, we have established a unique advantage over our competitors that lack similar capabilities. Our proprietary technology and advanced manufacturing processes allow product developers to submit designs at any time and enable us to ship parts to our customers in as little as one business day. Our competitors often require several days just to generate a price quotation and may take even more time if the order parameters are subsequently changed by the product developer.

Operations Designed for Low-Volume Manufacturing

Unlike conventional custom parts manufacturers, our operating model is specifically designed for efficient low-volume production. Our customer interactions occur primarily online, and our proprietary technology eliminates much of the skilled labor conventionally required for manufacturability analysis and feedback, quotation, order submission, mold design, tool path generation and mold or part manufacture. These functions typically account for a significant portion of the total costs in the low-volume custom parts manufacturing environment. Our automation enables us to quote many thousands of CNC machined or injection molded part designs per month, which we believe few of our competitors can match.

Marketing and Sales Strength

We have developed expertise in marketing to product developers, both within our existing customer companies and at companies we have not yet served. We attract customers by using a variety of marketing tactics, resulting in both lead generation and brand reinforcement. Through December 31, 2011, we have generated a database of over 238,000 product developers that represent current or potential future users of our services.

We have also built a professionally-led international sales organization focused on quickly following up on marketing leads and quotation requests, understanding our customers’ internal initiatives, converting prospects into customers by conveying our value proposition, and finding additional leads within our existing customer companies. We believe that our marketing and sales organization is a key competitive advantage and that most of our competitors lack the expertise and resources to establish and maintain an organized, international program of similar scale.

Deep Industry Knowledge

We believe that the volume of new custom part designs we process and the size and diversity of our customer base give us unique insight into the needs of our prospective customers. This has allowed us to focus our development resources on areas that we believe represent significant opportunities for our business. Through December 31, 2011, we have received over 700,000 uploaded part designs, sent over 600,000 part quotations and shipped over 130,000 unique parts to approximately 20,000 product developers representing over 10,000 customer companies across a wide range of industries.

Our Growth Strategy

The principal elements of our growth strategy are to:

Increase Penetration of Existing Customer Companies

We plan to expand our customer base to include more product developers within the companies that have already used our services. Individual product developers typically make or influence the choice of vendor when sourcing low-volume custom parts. We believe a significant opportunity exists for us to leverage highly satisfied product developers to encourage others within the same organization to utilize our services. We have historically generated a significant number of new customers through word-of-mouth referrals from other product developers, and we plan to combine these referrals with the efforts of our marketing and sales force to identify and market our services to the colleagues of our existing customers.

Acquire New Customer Companies in Existing Geographic Markets

We plan to use our marketing and sales capabilities to continue to pursue product developers within companies who have not yet used our services. Our presence in geographic regions that have high populations of 3D CAD users provides us with a broad universe of potential new customer companies on which to focus our marketing and sales efforts.

Expand the Range of Parts We Offer

We regularly analyze the universe of customer design submissions that we are currently unable to manufacture and focus a significant portion of our research and development efforts on expanding the range of parts that we can produce. Since we first introduced our Protomold injection molding service in 1999, we have steadily expanded the size and geometric complexity of the injection molded parts we are able to manufacture, and we continue to extend the diversity of materials we are able to support. Similarly, since first introducing our Firstcut CNC machining service in 2007, we have expanded the range of part sizes, design geometries and materials we can support. As we expand the range of our existing process capabilities, we believe we will meet the needs of a broader set of product developers and consequently convert a higher number of quotation requests into orders.

Introduce New Manufacturing Processes

We seek to identify additional manufacturing processes to which we can apply our technology and expertise to meet a greater range of product developers' needs. Introducing new manufacturing processes can both attract new customers and provide us with a significant opportunity to cross-sell with our existing services to our existing customer base. As an example of a new manufacturing process, our Firstcut service was first introduced in the United States in 2007 and has grown to represent 25% of our total revenue in the year ended December 31, 2011. We regularly evaluate new manufacturing processes to offer product developers and introduce them when we are confident that a sufficient market need exists and that we can offer the same advantages our customers have come to expect from us.

Expand into New Geographic Markets

We believe there may be opportunities to grow by identifying and expanding into select additional geographic markets. We currently operate in the United States, Europe and Japan where we believe a substantial portion of the world's product developers are located. We entered the European market in 2005, and by 2011, this region had grown to represent approximately 20% of our total revenue. We launched operations in Japan in late 2009 and, while still in the development stage, have achieved enough growth there to prompt a search for a larger facility. While we currently do not have specific plans to expand into any particular geographic markets, we believe opportunities exist to serve the needs of product developers in select new geographic regions and we will continue to evaluate such opportunities if and when they arise.

Capitalize on Increasing Customer Expectations for 24/7 Access to Comprehensive, User-Friendly E-Commerce Capabilities

We plan to further enhance the functionality and ease of use of our platform and expand the capabilities of our technology in order to further increase automation and meet the evolving needs of product developers worldwide. We believe product developers have come to expect advanced web-based tools and a fully integrated Internet platform from their vendors. We will continue to use the Internet to provide product developers with a standardized interface through which they can upload their 3D CAD models and obtain firm, interactive quotations quickly and efficiently.

Our Services

Our Firstcut and Protomold services offer many product developers the ability to quickly and efficiently outsource their low-volume, quick-turn custom parts manufacturing. See "Management's Discussion and Analysis of Financial Condition and Results of Operations" for the historical revenue generated by each of Firstcut and Protomold.

Firstcut

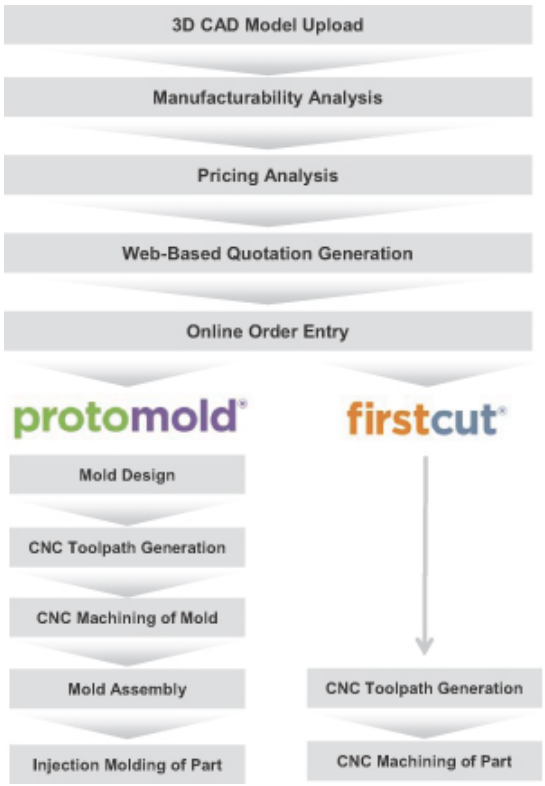
Our Firstcut service uses commercially-available CNC machines to cut plastic or metal blocks into one or more custom parts based on the 3D CAD model uploaded by the product developer. Our efficiencies derive from the automation of the programming of these machines and a proprietary fixturing process. The Firstcut service is well suited to produce small quantities, typically in the range of one to ten parts.

Protomold

Our Protomold service uses our 3D CAD-to-CNC machining technology for the automated design and manufacture of aluminum injection molds, which are then used to produce custom injection-molded plastic parts on commercially-available equipment. Our Protomold service is used for both prototype and short-run production. Prototype quantities typically range from 25 to 100 parts. Because we retain possession of the molds, customers who need short-run production often come back to Protomold for additional quantities typically ranging up to 10,000 parts. They do so either to support pilot production while their tooling for high-volume production is being prepared or because their product will only be released in a limited quantity. These additional part orders typically occur on approximately 50% of the molds that we make, typically accounting for approximately half of our total Protomold revenue.

The process for both Firstcut and Protomold begins when the product developer uploads one or more 3D CAD models representing the desired part geometry. Our proprietary software uses complex algorithms to analyze the 3D CAD geometry, analyze its manufacturability and support the creation of an interactive, web-based quotation containing pricing and manufacturability information. A link to the quotation is then e-mailed to the product developer, who can access the quotation, change a variety of order parameters and instantly see the effect on price before finalizing the order. For Firstcut, the tool paths are then reviewed and routed to our high-speed CNC machining centers for execution. In the case of Protomold, our proprietary software supports the creation of the mold design and the tool paths required to manufacture the mold components, which are then routed to our CNC machining centers for execution. Once the mold is assembled, it is placed in one of our injection molding presses to create the required parts. For both our Firstcut and Protomold services, we ship parts in as little as one business day from design submission. We ship our parts via small parcel common carriers on standard terms and conditions.

The following diagram summarizes the technology-enabled processes described above:



Our Technology

Our technology eliminates much of the skilled labor conventionally associated with quoting and preparing a new part design for manufacture. Our proprietary software largely automates the areas of manufacturability analysis and feedback, price quotation, order submission, mold design, tool path generation, mold or part manufacture and production management. The more computationally intensive aspects of this software utilize a proprietary parallel processing software environment running on our in-house compute cluster servers.

Manufacturability Analysis

Our proprietary software analyzes the 3D CAD models submitted by our customers to determine the extent to which they are suitable for our standardized manufacturing processes. In the case of CNC machining, this manufacturability analysis identifies features that may be too fragile to be machined and areas that cannot be machined at all. For injection molding, problematic features such as undercuts, thin areas, thick areas and areas requiring geometry adjustments to allow the part to be ejected from the mold are identified. Many of our customers find this analysis particularly helpful, as it diagnoses and prevents potential problems prior to manufacturing. We can also provide a flow analysis to identify parts that may be so thin and large that plastic will solidify before the mold can be completely filled. Our manufacturability analysis plays a major role in our automated pricing algorithms.

Web-Based Quotation

We have branded our Firstcut and Protomold automated quotation systems as FirstQuote and ProtoQuote. Both deliver an interactive graphical quotation to the customer in the form of a web page that includes a color-coded 3D representation of the part highlighting features relevant to manufacturability. In some cases, features are indicated that must be changed to be compatible with our process. We also highlight and recommend design improvements that might be made to improve the manufacturability of the part, or to indicate any possible deviations between the part as it was designed and how it will be manufactured. The web-based quotation allows the customer to change material, finish, quantity or shipping schedule of orders. Pricing indicated on the web-based quote instantly updates after each of these changes.

Mold Design

Our software technology and mold manufacturing system have co-evolved over more than 13 years of development, resulting in a standardized and efficient process for taking a customer’s 3D CAD model and creating the physical mold needed to make plastic parts. Our software enables our mold designers to quickly create the mold geometry specific to the customer’s part and automates the design of most other mold features, thus eliminating much of the skilled labor normally associated with mold design in a conventional environment.

Automated Tool Path Generation

In support of both our Firstcut and Protomold services, our proprietary software automates much of the skilled labor conventionally needed to generate the tool paths necessary to machine the required parts and mold components. Our software automation allows our users to do in minutes what can often require hours or days of labor for manufacturers using commercial computer-aided manufacturing, or CAM, software.

Parallel Processing

The mathematical algorithms required to analyze manufacturability and generate tool paths are computationally intensive. We have developed a proprietary parallel processing software environment to accelerate the processing of individual jobs and allow straightforward scalability to a large number of jobs. This software system typically runs on a cluster of industry-standard 64-bit computers connected to each other and to our internal users’ computers over an isolated gigabit Ethernet local area network. We currently have clusters in multiple manufacturing facilities, two in the United States and one each in the United Kingdom and Japan.

Monitoring and Control

We have developed a proprietary, intranet-based monitoring and control system that allows us to monitor key aspects of our entire worldwide operations in real time using an easy to understand management dashboard. This system provides us with the ability to quickly react to new information across our organization.

Marketing

Our international, integrated marketing effort generates leads for our sales teams and seeks to strengthen our reputation as a leader in the field of quick turn, low-volume custom manufacturing. Much of our marketing activities occur over the Internet. We use marketing automation software to enhance the productivity of our sales and marketing teams and to track results of all campaigns to enhance our marketing return on investment.

We maintain brand awareness with product developers through the regular distribution of technical information including design guidelines, engineering white papers and a quarterly journal targeted at product developers. We also send out product giveaways that highlight technical aspects of injection molding we feel would be of interest to product developers. We believe these educational materials are key aspects of our lead generation efforts. In our Cool Idea! marketing program, we plan to award up to a total of $100,000 of our services to entrepreneurs with “cool ideas.” In addition to supporting entrepreneurs and innovative product development, we believe this program can generate good will, press coverage and word-of-mouth brand awareness.

Sales and Customer Service

We maintain an internal sales team trained in the basics of part design and the capabilities of our manufacturing services, as well as the key advantages of our services over alternative methods of low-volume custom parts manufacturing. We organize our sales team into two complementary roles: business development and account management, the former focused on selling to new customer companies and the latter focused on expanding sales within existing customer companies. We believe our sales staff is adept at researching customer companies and networking to find additional product developers that may have a need for our services. We also have a team of customer service engineers who can support highly technical engineering discussions with product developers as required during the sales process.

Competition

The market for low-volume custom parts manufacturing is fragmented, highly competitive and subject to rapid and significant technological change. Our potential competitors include:

- *Captive in-house services*. Many larger companies undertaking product development have established CNC machining, injection molding or additive rapid prototyping capabilities internally to support the prototyping requirements of their product developers.
- *Other custom manufacturers.* There are thousands of machine shops and plastic injection molding suppliers worldwide. The size and scale of these businesses range from very small specialty shops to large, high-volume production manufacturers.
- *Alternative manufacturing vendors*. Various manufacturing processes, other than CNC machining and injection molding, are offered by other vendors. We generically refer to the most well known of these processes as “additive rapid prototyping,” which have been commercialized under labels such as stereolithography, selective laser sintering, fused deposition modeling and 3D printing.

We believe that the key competitive factors in our industry include:

- Speed: turnaround time for quotations and parts;
- Price: mold and piece part pricing;
- Quality: dimensional accuracy, surface finish, material properties, color and cleanliness;
- Capability: size and dimensional complexity of the part, materials supported and post-processing provided;
- Capacity: ability to support multiple part designs in parallel; and
- Service: overall customer experience, from web interface to post-sales support.

We believe that we have competitive strengths that position us favorably and have enabled us to become a leader in our markets. We also believe that substantially all of our current direct competitors are relatively small in terms of size of operations, revenue, number of customers and volume of parts sold, and generally lack our technological capabilities. However, our industry is evolving rapidly and other companies, including potentially larger and more

established companies with developed technological capabilities, may begin to focus on low-volume custom parts manufacturing. These companies could more directly compete with us, along with our existing competitors, and both could also launch new products and services that we do not offer that may quickly gain market acceptance. Any of the foregoing could adversely affect our ability to attract customers.

Intellectual Property

We regard our patents, trademarks, service marks, trade dress, trade secrets, copyrights, domain names and other intellectual property as valuable to our business and rely on patent, trademark and copyright law, trade secret protection and confidentiality and/or license agreements with our employees, customers, vendors and others to protect our proprietary rights. We register our patents, trademarks and service marks in the United States and other jurisdictions, as we deem appropriate. As of December 31, 2011, we own and have applications pending for patents relating to various aspects of our quoting and manufacturing processes as follows:

Jurisdiction	Issued Patents	Applications Pending
United States	12	4
United Kingdom	1	1
Germany	—	2

Our patents have expiration dates ranging from 2022 to 2029. We also own approximately ten registered U.S. trademarks or service marks as of December 31, 2011, with corresponding registered protection in Europe and Japan for the most important of these marks such as PROTO LABS, PROTOMOLD, FIRSTCUT, PROTOQUOTE, FIRSTQUOTE and PROTOFLOW and corresponding registered protection in Australia, Canada and Mexico for PROTOMOLD. There can be no assurance that the steps we take to protect our proprietary rights will be adequate or that third parties will not infringe or misappropriate such rights. We have been subject to claims and expect to be subject to legal proceedings and claims from time to time in the ordinary course of our business. In particular, we may face claims from third parties that we have infringed their patents, trademarks or other intellectual property rights. Such claims, even if not meritorious, could result in the expenditure of significant financial and managerial resources. Any unauthorized disclosure or use of our intellectual property could make it more expensive to do business and harm our operating results.

Employees

As of December 31, 2011, we had 511 full-time employees. None of our employees is covered by a collective bargaining agreement. We consider our current relationship with our employees to be good. We also regularly use independent contractors and other temporary employees across the organization to augment our regular staff. We believe that our future success will depend in part on our continued ability to attract, hire and retain qualified personnel.

Properties

United States

Our corporate headquarters are located in Maple Plain, Minnesota in a facility we own encompassing approximately 95,000 square feet of office and manufacturing space. We also own a nearby facility encompassing approximately 35,000 square feet of manufacturing space. We lease an additional facility on a property adjacent to our headquarters that encompasses approximately 40,000 square feet of manufacturing space. The lease for this facility expires in 2017, subject to our option to renew for up to two additional five-year terms. In the fourth quater of 2011, we purchased for $3.95 million property in Rosemount, Minnesota that includes a facility encompassing approximately 128,000 square feet of manufacturing and office space. With the addition of this property, we believe that our U.S. facilities will provide sufficient space for our U.S. operations for the foreseeable future.

Europe

Our European operations are headquartered in Telford, United Kingdom in a leased facility encompassing approximately 135,000 square feet of office and manufacturing space. The lease for this facility expires in 2016.

We also lease office space in Mosbach, Germany and Chambery, France for sales and customer service and technical support staff. We expect that the existing European production facilities will provide sufficient space for our European operations for the foreseeable future.

Japan

Our Japan operations are headquartered in Ebina, Japan (southwest of Tokyo) in a leased facility encompassing approximately 14,000 square feet of office and manufacturing space. The lease for this facility expires in April 2012. In the fourth quarter of 2011, we signed a lease for a new facility encompassing approximately 32,000 square feet of office and manufacturing space in Yamoto-shi, Kanagawa, Japan (southwest of Tokyo). The new lease expires in November 2021 and has a cancellation clause with six months' prior notice without penalty. We expect to commence manufacturing operations at the facility in Yamoto-shi, Kanagawa, Japan in April 2012. We believe that this facility will provide sufficient space for our Japan operations for the foreseeable future.

Legal Proceedings

From time to time, we are subject to various legal proceedings and claims that arise in the ordinary course of our business activities. Although the results of litigation and claims cannot be predicted with certainty, as of the date of this prospectus, we do not believe we are party to any litigation the outcome of which, if determined adversely to us, would individually or in the aggregate be reasonably expected to have a material adverse effect on our business.

Management

Executive Officers and Directors

The following table sets forth information regarding our executive officers and directors as of December 31, 2011:

Name	Age	Position
Lawrence J. Lukis	63	Chairman and Chief Technology Officer
Bradley A. Cleveland	52	President, Chief Executive Officer and Director
Edward E. Bolton	46	Vice President of Culture
William M. Dietrick	56	Vice President of Marketing
John R. Judd	55	Chief Financial Officer
Donald G. Krantz	56	Chief Operating Officer
Mark R. Kubicek	54	Executive Vice President
William R. Langton	47	Executive Vice President of Finance, Secretary and Treasurer
Thomas H. Pang	51	Managing Director of Proto Labs G.K.
Jacqueline D. Schneider	47	Vice President of Sales and Customer Service
John B. Tumelty	41	Managing Director of Proto Labs, Limited
Rainer Gawlick (1)	44	Director
John B. Goodman (2)(3)	51	Director
Douglas A. Kingsley (1)	49	Director
Margaret A. Loftus (1)(3)	67	Director
Brian K. Smith (2)	52	Director
Sven A. Wehrwein (2)(3)	60	Director

(1) Member of Compensation Committee
(2) Member of Audit Committee
(3) Member of Nominating and Governance Committee

Lawrence J. Lukis. Mr. Lukis founded our company in 1999 and has served as our Chairman and Chief Technology Officer since November 2001. In 1985, Mr. Lukis co-founded LaserMaster Corp. (later ColorSpan), an innovator in laser printing products for desktop publishers and large format color inject printers, and served as a director and Chief Technology Officer from 1985 to 1997. ColorSpan was acquired by MacDermid Inc. in 2000 and was subsequently resold to Hewlett-Packard in 2007.

Mr. Lukis's institutional knowledge and his operational and technical experience allow him to provide guidance and leadership in his role as our Chairman. We believe his in-depth understanding of our company's strategic plan, technology, global business, and history enable Mr. Lukis to serve as an effective Chairman of our board of directors.

Bradley A. Cleveland. Mr. Cleveland has served as our President and Chief Executive Officer since November 2001. Prior to November 2001, Mr. Cleveland co-founded and was Vice President of AeroMet Corporation, a laser additive manufacturing subsidiary of MTS Systems Corporation.

Mr. Cleveland has gained meaningful leadership experience and institutional knowledge in his 10 years at our company. As Chief Executive Officer, he is responsible for determining our strategy, articulating priorities and managing our continued growth. These capabilities make him uniquely qualified to serve on our board of directors.

Edward E. Bolton. Mr. Bolton has served as our Vice President of Culture since September 2011. From September 2006 to September 2011, Mr. Bolton served as Corporate Human Resources Director at Ryt-Way Industries, LLC, a packaging company.

William M. Dietrick. Mr. Dietrick has served as our Vice President of Marketing since May 2008 and as an interim President of our subsidiary in Japan from April 2010 to October 2010. From June 2005 to May 2008, Mr. Dietrick was a partner with Premise Immersive Marketing, a marketing consulting firm. From December 2005 to February 2008, Mr. Dietrick served as General Manager of Witt Vending Co., a vending and catering company. From 2002 to

2005, Mr. Dietrick was Vice President and General Manager of Landscape Structures, a commercial playground equipment manufacturer.

John R. Judd. Mr. Judd has served as our Chief Financial Officer since June 2011. From June 2006 to June 2011, Mr. Judd served as Chief Financial Officer of Compellent Technologies, Inc., a network-storage company. From October 2003 to July 2006, Mr. Judd served as Chief Financial Officer of ATS Medical, Inc., a medical device manufacturer. From June 2000 to October 2003, Mr. Judd served as Controller of American Medical Systems Holdings, Inc., a medical device manufacturer. From 1997 to 1999, Mr. Judd served as Chief Financial Officer of the Autoglass Division of Apogee Enterprises, Inc., a glass technology company.

Donald G. Krantz. Dr. Krantz has served as our Chief Operating Officer since January 2007. From November 2005 to January 2007, Dr. Krantz served as our Vice President of Development. Prior to joining our company, Dr. Krantz served in various roles at MTS Systems, Inc., a builder of custom precision testing and advanced manufacturing systems, including as a business unit Vice President, Vice President of Engineering, and most recently, Chief Technology Officer. Dr. Krantz was an Engineering Fellow at Alliant Techsystems and Honeywell, Inc., and was named the 2005 Distinguished Alumnus of the Department of Computer Science and Engineering at the University of Minnesota.

Mark R. Kubicek. Mr. Kubicek has served as our Executive Vice President since January 2009. Mr. Kubicek served as our Executive Vice President of Operations from September 2008 to January 2009 and as our Vice President of Operations from November 1999 to September 2008. Mr. Kubicek is also the owner, director, President and Chief Executive Officer of Diversified Ventures, Ltd, an operations management consulting company.

William R. Langton. Mr. Langton has served as our Executive Vice President of Finance since June 2011 and our Secretary and Treasurer since June 2007. From September 2006 to June 2011, Mr. Langton served as our Chief Financial Officer. From October 1997 to September 2006, Mr. Langton held various positions at Colder Products Company, a quick coupling manufacturing subsidiary of Dover Company, most recently as Chief Financial Officer.

Thomas H. Pang. Dr. Pang has served as the Managing Director of Proto Labs G.K. (Japan) since November 2010. Dr. Pang leads our company's operations in Japan. From June 1999 to November 2010, Dr. Pang held various positions at 3D Systems, Inc., a 3D content-to-print solutions company, most recently as Managing Director and as General Manager and Vice President of Asia-Pacific Operations at 3D Systems Japan K.K. and 3D Systems, Inc., respectively.

Jacqueline D. Schneider. Ms. Schneider has served as our Vice President of Sales and Customer Service since February 2007. From November 2005 to February 2007, Ms. Schneider served as National Sales Director for Comm-Works, LLC, a global technology provider.

John B. Tumelty. Mr. Tumelty has served as the Managing Director of Proto Labs, Limited, our subsidiary in the United Kingdom, since its inception in July 2005. Mr. Tumelty leads our company's operations in Europe. From March 1997 to June 2005, Mr. Tumelty held various positions at Western Thomson Plastics Ltd, an automotive systems supplier, most recently as Managing Director.

Rainer Gawlick. Dr. Gawlick has served as a director of our company since September 2008 and serves as the chair of the compensation committee. Since August 2008, Dr. Gawlick has been the Chief Marketing Officer of Sophos Ltd, a computer security company providing endpoint, network and data protection software. From April 2005 to August 2008, Dr. Gawlick served as Vice President of Worldwide Marketing and Strategy at SolidWorks Corp., a CAD software company. He also has held a variety of executive positions in other technology businesses and was a consultant with McKinsey & Company.

Dr. Gawlick has extensive marketing and product-management experience in the technology industry. Dr. Gawlick offers expertise in building brand awareness, managing marketing on a global scale and developing growth strategies, which enables him to counsel our company on its global expansion.

John B. Goodman. Mr. Goodman has served as a director of our company since 2001 and serves as a member of the audit committee and as chair of the nominating and governance committee. Since 2007, Mr. Goodman has been a director of Separation Kinetics Inc., a membrane company. From December 1982 to October 2010, Mr. Goodman held various positions at Entegris, Inc., a materials supplier, most recently as Senior Vice President and Chief Technology & Innovation Officer.

Mr. Goodman's technical background and experiences in supply chain networks, logistics and financial planning and reviews enable Mr. Goodman to provide guidance and counsel on our strategic plan, research and development, supplier relationships and finance functions.

Douglas A. Kingsley. Mr. Kingsley has served as a director of our company since August 2008 and serves as a member of the compensation committee. Since January 2007, Mr. Kingsley has been a General Partner at North Bridge, a venture capital firm. From January 1990 to December 2006, Mr. Kingsley held various positions at Advent International Corporation, a private equity firm, most recently as Special Partner. Mr. Kingsley also served as a director of Veeco Instruments Inc. from May 2000 to May 2009.

Mr. Kingsley's extensive experience in the financial industry allows him to provide guidance and counsel on financial matters and in his role on our compensation committee. His experiences working with growth companies in the course of his role at North Bridge, as well as his experience serving on the boards of directors of public and private companies, enables Mr. Kingsley to provide insight on strategic plans relating to our business and guidance on corporate governance.

Margaret A. Loftus. Ms. Loftus has served as a director of our company since April 2001 and serves as a member of the compensation and nominating and governance committees. Since June 1998, Ms. Loftus has been a director of Datalink Corporation, a data-center support company. She currently serves as Datalink Corporation's governance committee chair. Since 1991, Ms. Loftus has been the chair of the board of directors of Unimax Systems Corporation, a provider of voice-administration software. She also serves as Unimax Systems Corporation's audit committee chair. Ms. Loftus has provided consulting services to technology companies since 1989. Prior to 1989, she served as Vice President of Software for Cray Research, Inc., a supercomputer company. Ms. Loftus also served as a director of Analysts International Corp. from 1993 to 2008.

Ms. Loftus has public and private board and consulting experiences in the technology industry, which allow her to provide counsel on strategy and corporate governance and guidance in her role on our compensation and nominating and governance committees.

Brian K. Smith. Mr. Smith has served as a director of our company since June 2005 and serves as a member of the audit committee. Since December 1998, Mr. Smith has been President and an owner of Private Capital Management, Inc., a registered investment advisor. In his capacity as President of Private Capital Management, Inc., Mr. Smith has acted as a principal and director of approximately fifteen middle-market portfolio companies. From 1994 to 1998, Mr. Smith was the Managing Partner of Northland Business Capital, LLP, a private equity partnership, and Senior Vice President of The Northland Company, a financial services firm. Prior to 1994, Mr. Smith spent 15 years in the banking industry.

Mr. Smith has knowledge of financial matters, merger and acquisition activities and capital markets and experience in leadership positions with companies at a variety of stages. Mr. Smith's experiences enable him to provide oversight concerning general business matters and risk management and counsel on financial matters in his role on our audit committee.

Sven A. Wehrwein. Mr. Wehrwein has served as a director of our company since June 2011 and serves as chair of the audit committee and as a member of the nominating and governance committee. Mr. Wehrwein has been an independent financial consultant to emerging companies since 1999. He has more than 35 years of experience as an investment banker, chief financial officer and certified public accountant (inactive). He currently serves on the board of directors of Image Sensing Systems, Inc., a vehicle-detection software company, SPS Commerce, Inc., a supply-chain management software company, Synovis Life Technologies, Inc., a medical products company, and Uroplasty, Inc., a medical device company, all of which are publicly-traded companies. Mr. Wehrwein also served on the board of directors of Compellent Technologies, Inc. from April 2007 until its acquisition by Dell Inc. in February 2011 and on the board of directors of Vital Images, Inc. from May 1997 until its acquisition by Toshiba Medical Systems Corp. in June 2011. In 2005 and 2006, Mr. Wehrwein served as a director of six mutual funds in the Van Wagoner group.

Mr. Wehrwein's qualifications to serve on our board of directors include, among other skills and qualifications, his capabilities in financial understanding, strategic planning and auditing expertise, given his experiences in investment banking and in financial leadership positions. As chairman of the audit committee, Mr. Wehrwein also keeps the board abreast of current audit issues and collaborates with our independent auditors and senior management team.

Director Independence

Our board of directors has reviewed the materiality of any relationship that each of our directors has with us, either directly or indirectly. Based on this review, our board has determined that, with the exception of Mr. Cleveland and Mr. Lukis, all of the directors are "independent directors" as defined by Section 303A.02 of the NYSE Listed Company Manual.

Board Committees

Our board of directors has established an audit committee, a compensation committee and a nominating and governance committee. The charters of these committees will be posted on our website upon the completion of this offering. Our website is not part of this prospectus.

The composition and responsibilities of each committee are described below. Members serve on these committees until their resignation or until otherwise determined by our board.

Audit Committee	Compensation Committee	Nominating and Governance Committee
Sven A. Wehrwein (chair)	Rainer Gawlick (chair)	John B. Goodman (chair)
John B. Goodman	Douglas A. Kingsley	Margaret A. Loftus
Brian K. Smith	Margaret A. Loftus	Sven A. Wehrwein

Audit Committee

Among other matters, our audit committee:

- oversees management's processes for ensuring the quality and integrity of the company's consolidated financial statements, the company's accounting and financial reporting processes, and other financial information provided by the company to an governmental body or to the public;
- evaluates the qualifications, independence and performance of the company's independent auditor and internal audit function; and
- supervises management's processes for ensuring compliance by the company with legal, ethical and regulatory requirements.

Each of the members of our audit committee upon the completion of this offering meets the requirements for financial literacy under the applicable rules and regulations of the SEC and the NYSE. Our board of directors has determined that Sven A. Wehrwein is an audit committee financial expert, as defined under the applicable rules of the SEC. Upon the completion of this offering, each member of our audit committee will satisfy the general NYSE independence standards and, except for Mr. Smith, the independence standards of Rule 10A-3(b)(1) under the Exchange Act. Mr. Smith will serve for up to one year in compliance with the applicable phase-in rules.

Nominating and Governance Committee

Among other matters, our nominating and governance committee:

- identifies qualified individuals to become board members;
- determines the composition of the board's committees and assesses and enhances the effectiveness of the board and individual directors;
- develops and implements corporate governance guidelines for the company; and
- ensures that succession planning takes place for critical senior management positions.

We expect that each member of our nominating and governance committee upon the completion of this offering will satisfy the NYSE independence standards.

Compensation Committee

Among other matters, our compensation committee:

- reviews and approves compensation and employment arrangements for executive officers;
- administers compensation plans for employees; and
- determines the compensation of non-employee directors.

Each member of our compensation committee upon the completion of this offering will satisfy the NYSE independence standards.

Board Leadership Structure

Our board of directors is led by Mr. Lukis in his role as Chairman. Mr. Lukis is also our founder and the Chief Technology Officer, or CTO. Our board also has designated Mr. Wehrwein as the lead independent director to complement the Chairman's role and to serve as the principal liaison between the independent directors and the Chairman.

Our board of directors believes that its current structure is the appropriate one for Proto Labs at this time. Specifically, our board believes that its current leadership structure provides independent board leadership and engagement while deriving the benefit of having our founder and CTO also serve as Chairman of the board. As the individual with primary responsibility for managing the company's technology and with in-depth knowledge and understanding of the company, he is best positioned to chair regular board meetings as the directors discuss key business and strategic issues. Coupled with a lead independent director, this combined structure provides independent oversight while avoiding unnecessary confusion regarding the board's oversight responsibilities and the day-to-day management of business operations. Our board continues to separately evaluate Mr. Lukis annually in each of his roles. Our board also believes that its lead independent director position effectively balances any risk of concentration of authority that may exist with a combined Chairman/CTO position.

Mr. Wehrwein functions as our lead independent director. As lead independent director, Mr. Wehrwein:

- presides at all meetings of the board of directors at which the Chairman is not present, including executive sessions of the independent directors;
- acts as a key liaison between the Chairman and the independent directors;
- conducts the annual performance review of the Chief Executive Officer, with input from the other independent directors;
- assists the Chairman in setting the board agenda and frequency of meetings; and
- has the authority to convene meetings of the independent directors at every meeting.

Role of the Board in Risk Oversight

Our management is responsible for defining the various risks facing the company, formulating risk management policies and procedures, and managing the company's risk exposures on a day-to-day basis. The board's responsibility is to monitor the company's risk management processes by using board meetings, management presentations and other opportunities to educate itself concerning the company's material risks and evaluating whether management has reasonable controls in place to address the material risks; the board is not responsible, however, for defining or managing the company's various risks. The full board is responsible for monitoring management's responsibility in the area of risk oversight. In addition, the audit committee and compensation committee have risk oversight responsibilities in their respective areas of focus, which they report on to the full board. Management reports from time to time to the full board, audit committee and compensation committee on risk management. The board focuses on the material risks facing the company, including operational, credit, liquidity, and legal risks, to assess whether management has reasonable controls in place to address these risks.

Board Representation Rights

Under the voting agreement, as amended, that we entered into with certain of our shareholders, the shareholders agree to vote all owned shares of the company's preferred and common stock to maintain the size of the board of directors at eight and to cause the election of the following directors: (1) for so long as North Bridge and its affiliates own at least 15% of the common stock of the company on a fully-diluted, as-converted basis, one director from North Bridge and one director designated by North Bridge, and for so long as North Bridge and its affiliates own less than 15% but more than 3% of the common stock of the company on a fully-diluted, as-converted basis, one director designated by North Bridge, (2) for so long as Protomold Investment Company, LLC, or PIC, and its affiliates own at least 3% of the common stock of the company on a fully-diluted, as-converted basis, one director designated by PIC, (3) for so long as Lawrence Lukis, Yuri Dreizin, PIC, and Gustavus Adolphus College own at least 2,100,000 shares of the common stock of the company on a fully-diluted, as-converted basis, one director designated by the holders of a majority of the shares of common stock held by such shareholders, (4) the chief executive officer and (5) three independent directors mutually agreed by the other members of the board.

The voting agreement will terminate upon the completion of this offering. Pursuant to the voting agreement, Douglas Kingsley was elected as the North Bridge director, Rainer Gawlick was elected as the North Bridge-designated director, Brian Smith was elected as the PIC-designated director, Lawrence Lukis was elected as the designee of Mr. Lukis, Mr. Dreizin, and PIC, Bradley Cleveland was elected as the current Chief Executive Officer, and John Goodman, Margaret Loftus, and Sven Wehrwein were elected as the designees of the other members of the board. See "Certain Relationships and Related Party Transactions" for information concerning this arrangement.

Code of Conduct

We have adopted a code of business conduct and ethics relating to the conduct of our business by our employees, officers and directors, which will be posted on our website.

Compensation Committee Interlocks and Insider Participation

During 2010, Dr. Gawlick, Mr. Goodman, Mr. Kingsley, Ms. Loftus, and Mr. Smith served as the members of our compensation committee, and none of the members of the compensation committee during 2010 have served as employees or officers of the company. No executive officer of the company served as a member of the board of directors or compensation committee (or other board committee performing equivalent functions or, in the absence of any such committee, the entire board of directors) of another entity that had any of its executive officers serving as a member of our board of directors or compensation committee during 2010.

Director Compensation

Directors who are also our employees receive no additional compensation for serving on our board of directors. Each of our non-employee directors who is not affiliated with our significant shareholders currently receives a meeting fee of $1,000 for each board or committee meeting attended in person, and $500 for each such meeting attended by telephone, and has received one or more stock awards during his or her term of service as a director. The only stock award made to non-employee directors during 2011 was an award of 2,800 shares of our common stock to Sven A. Wehrwein when he joined the board in June 2011. We have also from time to time paid non-employee directors who are not affiliated with our significant shareholders $1,000 per day for time spent consulting with company management outside of board or committee meetings. One director received such payments during 2010.

The following table sets forth information concerning annual compensation for our non-employee directors during the year ended December 31, 2011:

Non-Employee Director Compensation for 2011

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)	All Other Compensation ($)	Total ($)
Rainer Gawlick	3,000	—	—	3,000
John B. Goodman [1]	3,500	—	6,000[1]	9,500
Douglas A. Kingsley [2]	—	—	—	—
Margaret A. Loftus	4,000	—	—	4,000
Brian K. Smith [2]	—	—	—	—
Sven A. Wehrwein [3]	2,000	56,200[3]	24,000[3]	82,000

(1) Mr. Goodman received $6,000 for consulting with company management outside of board or committee meetings.
(2) Messrs. Kingsley and Smith are affiliated with significant shareholders and therefore do not receive compensation for service as non-employee directors of the company.
(3) Mr. Wehrwein first became a director of the company in June 2011. In connection with the commencement of his service as a director and as chair of the audit committee, he was granted 2,800 fully vested shares of our common stock with a grant date fair value of $56,200, or $20.07 per share, an amount equal to the then current fair market value of our common stock. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Use of Estimates" for a discussion regarding the determination of the fair market value of our common stock. In connection with this equity award, Mr. Wehrwein also received a $24,000 tax gross-up payment.

The following table summarizes for each of our non-employee directors the number of shares underlying unexercised option awards as of December 31, 2011, the end of our most recent year. These options were granted during the period from 2004 to 2009.

Name	Number of Shares Underlying Unexercised Options
Rainer Gawlick	35,000
John B. Goodman	21,000
Douglas A. Kingsley	—
Margaret A. Loftus	91,000
Brian K. Smith	—
Sven A. Wehrwein	—

Stock option awards to our non-employee directors have been made pursuant to our 2000 Stock Option Plan. These option awards have a ten-year term, are generally scheduled to ratably vest and become exercisable over a two- to five-year period and are subject to accelerated vesting and exercisability if the director dies or becomes disabled or if there is a change in control of our company. In certain circumstances in connection with a change in control of our company, the 2000 Stock Option Plan and the applicable award agreements provide our compensation committee with the discretion to cancel outstanding stock options in exchange for a cash payment to the option holder, or to act to protect outstanding options by substituting for them options or voting common stock of the corporation (or its parent) surviving the change in control transaction. For a more complete description of these circumstances and what constitutes a "change in control," see "Executive Compensation—Potential Payments Upon Termination or Change in Control."

In November 2011, our board of directors approved a revised compensation program for our non-employee directors who are not affiliated with our significant shareholders, the program to be effective following the completion of this offering. The revised compensation program consists of the following elements:

Annual cash retainer:	$30,000
Annual cash retainer for lead independent director:	$15,000
Annual cash retainer for committee chairs:	Audit Committee: $15,000 Compensation Committee: $10,000 Nominating Committee: $7,500
Annual cash retainer for other committee members:	Audit Committee: $7,500 Compensation Committee: $5,000 Nominating Committee: $3,750
Annual equity award:	Stock option with $70,000 grant date fair value, becoming vested and exercisable in full on the first anniversary of the grant date
New director equity award:	Fully-vested shares of common stock with a value of $100,000 granted on the date the director is first elected to the board
Meeting fees:	Generally none, but compensation committee has the discretion to provide for meeting fees if the number of board of directors meetings exceeds eight per year or if the number of meetings of any committee exceeds six per year

At the same time, our board of directors also approved stock ownership guidelines for our non-employee directors who are not affiliated with our significant shareholders. Each such director is expected to own shares of our common stock with a fair market value of at least three times the amount of the annual board member retainer, and to achieve this ownership level within three years after first joining our board of directors. Until a director has satisfied this ownership guideline, the director may not dispose of any shares of our common stock, except for sales whose proceeds will be used to pay the exercise price in connection with an option exercise or to pay applicable income taxes in connection with the vesting, exercise or payout of any equity-based award. For purposes of this guideline, shares subject to an unvested or unexercised equity-based award will not be counted as owned shares.

Our board of directors also approved an award of shares equivalent to a new director equity award as described above to be made to each of our non-employee directors not affiliated with our significant shareholders, such awards to be made in connection with this offering.

Executive Compensation

Compensation Discussion and Analysis

Overview

The compensation provided to our named executive officers for 2011 is set forth in detail in the 2011 Summary Compensation Table and the other tables, accompanying footnotes and narrative that follow this section. This section explains our executive compensation philosophy, objectives and design, our compensation-setting process, our executive compensation program components and the decisions made in 2011 affecting the compensation of our named executive officers.

Throughout this section, we refer to the following individuals as our “named executive officers”:

- Bradley A. Cleveland, Chief Executive Officer, or CEO
- John R. Judd, Chief Financial Officer, or CFO
- Donald G. Krantz, Chief Operating Officer
- William R. Langton, Executive Vice President of Finance and former CFO
- Lawrence J. Lukis, Chairman and Chief Technology Officer
- Thomas H. Pang, Managing Director, Proto Labs G.K.

Mr. Judd began employment as our CFO in June 2011. Mr. Langton assumed the position of Executive Vice President of Finance in connection with the commencement of Mr. Judd’s employment.

Executive Compensation Philosophy and Objectives

We believe our success depends in large measure on our ability to attract, retain and motivate a talented senior management team to effectively lead our company in a dynamic and changing business environment, and that a competitive executive compensation program is critical to that effort. We believe that our executive compensation program should support our short- and long-term strategic and operational objectives, and reward corporate and individual performance that contributes to creating value for our shareholders.

Consistent with this philosophy, our executive compensation program incorporates the following key principles and objectives:

- Provide a competitive total cash compensation opportunity that includes target bonus goals that are reasonably achievable yet represent appreciable and appropriate improvement over prior periods;
- Utilize equity-based awards in a manner designed to emphasize their retentive function;
- Recognize and reward the achievement of company and business unit goals as well as individual performance;
- Provide compensation commensurate with the level of business performance achieved;
- Provide greater compensation opportunities for individuals who have the most significant responsibilities and therefore the greatest ability to influence our achievement of strategic and operational objectives;
- Structure the compensation program so that it is understandable and easily communicated to executives, shareholders and other constituencies;
- Structure the compensation program so as to align the interests of our executive officers with those of our shareholders and our employees generally;
- Place increasing emphasis on incentive/variable compensation for positions of increasing responsibility; and
- Make benefit programs available to executive officers consistent with those provided to salaried employees.

Compensation Decisions and Processes

The compensation committee of our board of directors, which currently consists solely of non-employee directors, has generally been responsible for overseeing our executive compensation program, including annually reviewing the

ongoing compensation arrangements for each of our executive officers, including our President and CEO, Bradley A. Cleveland, and our Chairman and Chief Technology Officer, Lawrence J. Lukis. Our board of directors has approved all awards under our equity-based compensation plan.

Our compensation committee has regularly received and considered input from Mr. Cleveland regarding the compensation and performance of executive officers other than himself and Mr. Lukis, including recommendations as to compensation levels that he believes are commensurate with an individual's job performance, skills, experience, qualifications, criticality to the company and development/career opportunities, as well as with our compensation philosophy, external market data and considerations of internal equity. In developing these recommendations, Mr. Cleveland consults with Mr. Lukis. With the assistance of our CFO and following review by and input from Mr. Lukis, Mr. Cleveland also provides recommendations to the compensation committee regarding the establishment of performance goals for the annual bonus plan based on the operating budget approved by our board of directors. The compensation committee meets with Mr. Lukis to consider and approve compensation actions for Mr. Cleveland and Mr. Lukis. Mr. Cleveland regularly attends meetings of our compensation committee, except where his own compensation is being considered. Mr. Cleveland makes no recommendations to the compensation committee regarding his own compensation or that of Mr. Lukis. The compensation committee communicates its views and decisions regarding compensation arrangements for our executive officers to Mr. Cleveland and Mr. Lukis, who are generally responsible for implementing the arrangements.

In determining executive compensation, our compensation committee reviews and considers a number of factors, including individual and corporate performance, input from Mr. Cleveland and Mr. Lukis, compensation market data and the committee's collective experience and knowledge. As a privately-held company, we have not benchmarked total compensation or individual elements of compensation against specific comparable companies, but we have utilized market data about executive compensation levels obtained from third-party compensation surveys to provide a framework for our decisions regarding base salary and target total cash compensation (base salary plus target annual bonus). We have used market data primarily as a reference point to assess whether our compensation practices are reasonable, competitive and likely to achieve our objectives, and actually deliver compensation in amounts that are consistent with the compensation committee's assessment of our company's relative performance. As part of these assessments, we assumed that base salary and target total cash compensation levels were likely to be reasonable and competitive if they approximated the market median we calculated from the surveys we utilized, which for us generally meant a range between 80% and 120% of the market median. The utilization of a range is largely in recognition of the limitations of survey data that include companies with varying degrees of comparability to our company and position titles that may encompass positions with responsibilities that differ to varying degrees from the responsibilities of a similarly titled position within our company. As a result, we did not establish specific compensation amounts or parameters for any executive officer position based on market data, recognizing that factors unique to each individual will ultimately determine that individual's compensation, which may not necessarily be within the median range.

For compensation provided in 2010 and 2011, we obtained market data about executive compensation levels and practices from third-party compensation surveys national in scope, such as the Watson Wyatt Top Management Compensation Survey and the Employers' Association National Executive Compensation Survey, as well as surveys that are geographically targeted on areas such as the upper-Midwest United States and the United Kingdom. We focused primarily on the compensation practices of those organizations considered most comparable to our company in terms of annual revenue, industry, number of employees and geographic location.

In June 2011, we engaged DolmatConnell & Partners to conduct a competitive analysis of our executive compensation program from both a pre-IPO and public company perspective and to provide recommendations as to an executive compensation framework as a public company. In assessing competitiveness from a public company perspective, DolmatConnell considered public company market data drawn from a peer group of 20 companies identified by DolmatConnell as representative of the market for executive talent in which we compete, as well as from a composite of proprietary survey sources reflecting appropriately-sized companies by revenue. For the peer group companies, annual revenue ranged from $100 million at the 25th percentile to $152 million at the 75th percentile, and market capitalization ranged from $358 million at the 25th percentile to $736 million at the 75th percentile. The peer group was comprised of the following companies:

3D Systems Corporation	Magma Design Automation, Inc.	Sourcefire, Inc.
Accelrys, Inc.	Monotype Imaging Holdings, Inc.	Stratasys, Inc.
BroadSoft, Inc.	OPNET Technologies, Inc.	Sun Hydraulics Corporation
Dynamic Materials Corporation	Perceptron, Inc.	X-Rite Incorporated
Echelon Corporation	PROS Holdings, Inc.	Zoltek Companies, Inc.
FARO Technologies, Inc.	Rudolph Technologies, Inc.	Zygo Corporation
LogMeIn, Inc.	SIFCO Industries, Inc.	

In assessing the competitiveness of our executive compensation for 2011 from a public company perspective, DolmatConnell reported that base salaries were positioned on average at the 25th percentile of the public company market data, that target total compensation was positioned on average between the 25th and 50th percentiles of the public company market data and that actual cash compensation for 2011 (based on then-current projections) was generally positioned at the 75th percentile of the public company market data, reflecting bonus payouts projected to be substantially above target.

Elements of Executive Compensation

Our executive compensation program has historically been comprised of three elements—base salary, annual bonus and equity-based long-term incentives. While all elements of our executive compensation program are intended to collectively achieve our overriding purpose of attracting, retaining and motivating talented executives, the table below identifies the form and additional specific purposes of each element.

Compensation Component	Form of Compensation	Purpose
Base Salary	Cash	n Compensate each named executive officer relative to individual responsibilities, experience and performance n Provide steady cash flow not contingent on short-term variations in company performance
Annual Bonus	Cash	n Align compensation with our annual corporate financial performance n Reward achievement of short-term financial objectives n Provide participants with a meaningful total cash compensation opportunity (base salary + annual bonus)
Long-Term Incentives	Incentive and Non-Qualified Stock Options	n Encourage long-term retention n Create a long-term performance focus n Align compensation with our long-term returns to shareholders n Provide executive ownership opportunities

Our compensation committee has not adopted a formal or informal policy for allocating compensation among the various elements, or between cash and non-cash elements or between long- and short-term compensation. As noted earlier, however, we do place greater emphasis on incentive and variable forms of compensation for executives with more significant responsibilities, reflecting their greater capacity to affect our performance and results.

Base Salaries

At the time an executive officer is first hired, his or her base salary is generally established through individual negotiations between us and the executive officer, taking into account judgments as to the executive officer's qualifications, experience, responsibilities, prior salary and internal pay equity considerations.

The compensation committee annually reviews the base salaries of our executive officers near the end of each year and bases any adjustments for the following year on merit and market considerations. Merit-based adjustments primarily reflect a subjective assessment of an individual's performance. Any market-based adjustments reflect an assessment of the competitive positioning of an individual's salary with comparable positions in the market.

In December 2010, the compensation committee approved annual base salaries for 2011 in the amounts shown in the following table for the named executive officers other than Mr. Judd. The compensation committee approved the annual base salary for Mr. Judd prior to his commencement of employment in June 2011, reflecting negotiations with Mr. Judd regarding compensation terms. Dr. Pang, as Managing Director of our Japanese subsidiary, is paid in Japanese yen. All U.S. dollar amounts shown for Dr. Pang, including in the table below, have been converted from yen into dollars using the average currency conversion rate for 2011 of 79.75031 yen per dollar.

Name	2011 Annualized Base Salary ($)	Increase (Decrease) from 2010
Bradley A. Cleveland	241,084	15%
John R. Judd	240,000	N/A
Donald G. Krantz	212,539	16%
William R. Langton	182,342	15%
Lawrence J. Lukis	125,000	(17)%
Thomas H. Pang	160,087	0%

Base salary increases for Messrs. Cleveland, Krantz and Langton in 2011 reflected merit-based increases of up to 6% and market-based increases of up to 12% from 2010 annualized base salary levels. The merit-based salary increases were based on subjective evaluations of each named executive officer's performance during 2010 and were not based on the achievement of any pre-established goals for the year. Mr. Lukis had recommended, and the compensation committee agreed, that his base salary be reduced in light of his less than full-time status. The compensation committee did not adjust Dr. Pang's base salary since he had commenced employment with the Company in November 2010.

Annual Bonuses

All of our employees other than commissioned salespeople participate in our annual incentive bonus program. The 2011 program approved by our compensation committee in December 2010 provided our employees, including our named executive officers, with an incentive compensation opportunity based on our revenue growth from 2010 to 2011. A target bonus payout expressed as a percentage of annual base salary was established for each named executive officer, with a 60% target payout established for Mr. Cleveland and Mr. Lukis (whose bonus was based on Mr. Cleveland's annualized base salary rather than his own) and a 50% target payout established for each of the other named executive officers, levels that were unchanged from 2010. Threshold performance objectives were established below which no payouts could be earned, but no maximum payout levels were specified.

Revenue growth was selected as the financial objective that would determine the size of annual incentive bonus payouts because our primary objective is to grow our company. The 2011 program was also structured to provide an additional incentive for revenue growth above target-level objectives by increasing the payout factor for above-target revenue performance.

In structuring the 2011 annual incentive bonus program, the compensation committee approved 2011 revenue objectives for our company as a whole and for each of our major geographic business units (the United States, the European Union and Japan). Including business unit performance objectives enables us to tailor annual bonus opportunities so as to reward each executive officer for the performance of those portion(s) of our company for which

the officer had the most direct responsibility. The following table summarizes the allocation of each named executive officer's 2011 annual bonus opportunity among the various revenue objectives:

	Portion of Annual Bonus Dependent on Achievement of:			
Name	Company-wide Revenue Goal	U.S. Revenue Goal	European Union Revenue Goal	Japan Revenue Goal
Bradley A. Cleveland	100%	—	—	—
John R. Judd.	100%	—	—	—
Donald G. Krantz	—	70%	20%	10%
William R. Langton	—	70%	20%	10%
Lawrence J. Lukis	100%	—	—	—
Thomas H. Pang	—	—	—	100%

For 2011, the compensation committee's decisions regarding the numerical goals associated with the revenue growth objectives were consistent with the committee's stated philosophy of designating target objectives that are reasonably achievable but still reflect appreciable growth over the previous year. As a result, the compensation committee approved threshold revenue objectives for 2011 equal to actual revenue results for 2010, and target revenue objectives that reflected 26% revenue growth company-wide, 25% in the U.S., 26% in the European Union and 67% in Japan. The following table summarizes the company-wide revenue objectives for 2011, as well as our actual performance during 2011:

	Performance Levels ($ millions) [1]			
Objective	Threshold (50% payout)	Target (100% payout)	Actual Performance	Final Payout Factor [2]
Revenue	$ 64.9	$ 81.8	$ 99.0	189.8%

(1) For revenue performance between threshold and target, the payout factor would increase proportionately between 50% and 100%, or about 3 percentage points for each $1 million in additional revenue. For revenue performance above target, the payout factor would increase more rapidly, about 5.4 percentage points for each $1 million in additional revenue, with no maximum payout specified.

(2) The final payout factor represents the percentage of the target payout that would be made based on the actual company-wide revenue performance for 2011.

With respect to our geographic business units, the 2011 revenue growth in the U.S. was proportionate to that for our company as a whole, while 2011 revenue growth in both the European Union and Japan was more than twice the target level-rate of growth.

Based on the factors described above, our compensation committee approved the following annual incentive bonuses to our named executive officers for 2011:

Name	Target Bonus as a % of Base Salary	Actual Bonus Amount ($)	Actual Bonus Amount as % of Base Salary	Actual Bonus Amount as % of Target Payout
Bradley A. Cleveland	60	273,331	113.9	189.8
John R. Judd [1]	50	129,648	94.9	189.8
Donald G. Krantz	50	210,597	99.3	198.7
William R. Langton	50	180,702	99.4	198.7
Lawrence J. Lukis [2]	60	274,546	113.9	189.8
Thomas H. Pang	50	195,543	120.7	241.4

(1) Mr. Judd's bonus amount was calculated based on the base salary he actually received after beginning employment with our company in June 2011.

(2) Mr. Lukis' bonus amount is based on Mr. Cleveland's annualized base salary for 2011, rather than on the base salary actually paid.

At the time Dr. Pang joined our company in 2010, we agreed with him that he would eligible for up to four supplemental bonus payments, each in an amount of yen then equivalent to $48,750, in connection with the vesting of the last four tranches of the stock option award he received upon commencement of his employment. These bonus payments are intended to compensate Dr. Pang for the difference between the exercise price of the option as granted and the lower exercise price that Dr. Pang was told he could expect at the time his compensation arrangements were being negotiated. The first of these four vesting events occurred during 2011 when our Japanese subsidiary achieved a 200 million yen revenue milestone, and the first of these bonus payments was made to Dr. Pang.

Long-Term Equity-Based Compensation

As a privately held company, we have used stock options exclusively as the equity-based element of our executive compensation program. Stock options are the only form of award authorized under our existing 2000 Stock Option Plan, or the 2000 Plan. Our compensation committee believes that stock options serve as an effective retention tool due to vesting requirements that are based on continued service with us, and also serve to align the interests of our executives with those of our shareholders by enabling our executives to participate in any future appreciation in our stock and obtain an ownership interest in our company.

Historically, we have not utilized a formulaic approach to determine the size of individual stock awards to our named executive officers. Instead, our compensation committee has generally determined the size of individual grants using its collective business judgment and experience, taking into account factors such as the role and responsibility of the individual executive officer, the size and value of the unvested portion of existing option awards and of existing holdings of our common stock, an evaluation of the expected and actual performance of each executive officer, internal pay equity considerations and compensation market conditions. Neither our CEO, Mr. Cleveland, nor our Chairman, Mr. Lukis, have received any stock options to date in light of their existing holdings of our common stock.

Similarly, we have not in the past made stock option awards on a fixed schedule to our named executive officers. Instead, our compensation committee has typically chosen to make option awards in connection with an individual's initial employment with us, upon promotions or other changes in responsibilities, in recognition of significant achievements and generally when it believes that the number of unvested option shares held by a key employee is insufficient to constitute an effective retention tool.

In June 2011, Mr. Judd received a stock option award for 175,000 shares, reflecting the negotiation of his initial compensation arrangements upon joining our company. No other named executive officer received a stock option award during 2011, and no named executive officer exercised a stock option during 2011.

Option grants to our named executive officers generally provide for ratable vesting over a period of years, with accelerated vesting occurring in the event of termination of employment due to death or disability and potentially in connection with a change in control of our company, as described more fully in the section "Potential Payments Upon Termination or Change in Control." It has been our practice, which we expect to continue, that stock options will be granted with an exercise price that is not less than the fair market value of a share of our common stock on the date the grant is made.

Prior to the completion of this offering, we expect to adopt a 2012 Long-Term Incentive Plan, or the 2012 Plan, which will replace our 2000 Plan and which will authorize our compensation committee to award various forms of equity-based compensation in addition to stock options. Following the completion of this offering, our compensation committee may consider the use of alternative forms of equity-based compensation, such as restricted stock or restricted stock units, or a mix of equity-based awards, for our executive officers.

Other Executive Benefits

Our named executive officers generally receive health and welfare benefits under the same programs and subject to the same terms as our other salaried employees. These benefits include medical, dental and vision benefits, short- and long-term disability insurance, accidental death and dismemberment insurance and basic life insurance. Our named executive officers are also eligible to participate in our 401(k) retirement plan, under which our company provides a matching contribution in an amount equal to 100% of the first 3% of compensation contributed by a participant and 50% of the next 2% of compensation contributed.

Similarly, other benefits or perquisites provided on occasion to our named executive officers are also available to our salaried employees generally, such as reimbursement of spousal travel costs in connection with extended overseas assignments and withholding taxes associated with discretionary bonuses.

We also provide supplemental benefits to our executive officers who are based outside of the United States as part of compensation packages that are intended to be competitive in the respective local markets. Consistent with this approach, and in connection with the negotiation of his initial compensation arrangements upon joining our company, we agreed with Dr. Pang that we would reimburse him for his commuting expenses, tuition and related expenses for his children to attend private school in Japan, personal tax preparation expenses and cash flow shortfalls for up to 36 months associated with the subletting and maintenance of his house in the United States while he is based in Japan. The amount of these personal benefits is included in the "All Other Compensation" column of the Summary Compensation Table below.

Employment Agreements, Severance and Change in Control Benefits

We have typically not entered into employment, severance or change in control agreements with our named executive officers. However, in September 2010, we did enter into a letter agreement with Dr. Pang setting forth the initial terms of his employment with us, including his annual base salary, target bonus plan participation, initial stock option award and benefits, including the personal benefits described above associated with being based in Japan. In addition, in June 2011, we entered into an employment agreement with Mr. Judd, our CFO, largely in recognition of the need to provide him certain protection if his employment should be involuntarily terminated without cause or terminated by him for "good reason" after a change in control of our company. This agreement also provides, among other things, that Mr. Judd will receive a $75,000 cash bonus on the earlier of the completion of our initial public offering or March 15, 2012. We believe that this protection was necessary to induce him to leave his current employment, forego other opportunities and assume a critical position in our organization. For a summary of the material terms and conditions of this employment agreement, see the section "Potential Payments Upon Termination or Change in Control."

Our existing stock option award agreements under the 2000 Plan generally provide for accelerated vesting and exercisability of awards if an executive officer's employment terminates due to death or disability, or upon a change in control of our company. The choice of "single trigger" acceleration upon a change in control reflects the belief that in the context of a privately held company, such arrangements would help insure that executive officers would be effectively incented to obtain the highest value possible in a change in control transaction and be subject to a strong retention device during the uncertain times preceding the transaction.

Under the 2012 Plan which is expected to be adopted prior to the completion of this offering, the compensation committee would be provided with greater discretion in specifying the impact on outstanding equity awards of a change in control transaction, including providing in appropriate circumstances that vesting and exercisability of an outstanding award will not be accelerated if the award is continued, assumed or replaced in connection with a change in control transaction and the participant's employment does not end within a specified period of time after the change in control as a result of an involuntary termination without cause or a termination by the participant for "good reason." This "double trigger" acceleration of vesting and exercisability, requiring both a change in control and either a failure to continue, assume or replace outstanding awards or a termination of employment, would enable the compensation committee to avoid an unintended windfall to executives who retain their employment and their equity awards in the event of a friendly change in control, while still providing them appropriate incentives to cooperate in negotiating any change in control in which they believe they could lose their jobs. For a more complete summary of the material terms and conditions of awards under the 2000 Option Plan and of the relevant provisions of the proposed 2012 Plan, see "Equity-Based Compensation Plans."

Compensation Actions Taken for 2012

In December 2011, our compensation committee approved annual base salaries for 2012 as well as the 2012 annual incentive bonus program for our employees, including our named executive officers. Its actions reflected a decision on the part of the compensation committee that base salaries should generally approximate the 25th percentile of the public company market data provided to the committee and that total cash compensation should approximate the 75th percentile of the public company market data if bonus payouts at two times target amounts are warranted. Base salaries for our named executive officers for 2012 are summarized in the following table.

Name	2012 Annualized Base Salary ($)	Increase (Decrease) from 2011
Bradley A. Cleveland	241,084	0%
John R. Judd	240,000	0%
Donald G. Krantz	229,542	8.0%
William R. Langton	193,283	6.0%
Lawrence J. Lukis	100,000	(20.0)%
Thomas H. Pang	174,206	8.8%

Although Mr. Cleveland's base salary is below the 25th percentile, the compensation committee chose to maintain his base salary at its 2011 level while increasing his target bonus payout from 60% to 90% of his base salary in recognition of his expressed preference for placing increased emphasis on variable elements of compensation. The compensation committee also adopted Mr. Lukis' recommendation that his base salary be decreased in connection with an increase in his target bonus payout to 100% of base salary. Base salary increases for Messrs. Krantz and Langton and Dr. Pang reflected merit-based increases, and in the case of Mr. Krantz a 2% market-based increase, while Mr. Judd's base salary was maintained at its current level in light of its positioning above the 25th percentile.

The 2012 annual bonus program is similar in structure to the 2011 program described above, maintaining the same target payouts as a percentage of base salary for the named executive officers other than Messrs. Cleveland and Lukis, threshold payout levels at 50% of the target payout levels and revenue growth as the financial objective that will determine the size of payouts. The compensation committee did, however, adjust the quantitative revenue goals for 2012 for our company and its geographic business units to be consistent with the 2012 budget approved by our board of directors, adjust the allocations of the bonus opportunity among company and business unit revenue goals for some of the named executive officers and provide that Mr. Krantz would receive a bonus payout based solely on company-wide revenue performance if that would provide a greater payout than one based on the revenue performance of the separate geographic units.

Tax Treatment of Compensation

Section 162(m) of the Internal Revenue Code, or Section 162(m), disallows a federal income tax deduction for any publicly held corporation with respect to individual compensation exceeding $1 million in any taxable year paid to the corporation's chief executive officer and each of the corporation's three other most highly compensated executive officers, other than its chief financial officer, unless the compensation is "performance-based" as defined under Section 162(m). In addition, in the case of a privately held corporation that becomes a public corporation, the $1 million limit generally does not apply for a limited period of time to compensation paid pursuant to a compensation plan or agreement that existed prior to the initial public offering. The time period during which this limit will not apply cannot extend longer than the corporation's first shareholders meeting at which directors are to be elected that occurs after the close of the third calendar year after the year in which the corporation's initial public offering occurred.

As we are not currently publicly held, the compensation committee has not previously taken the deductibility limit imposed by Section 162(m) into consideration in setting compensation. At such time in the future as the Section 162(m) $1 million limitation becomes applicable to us and the compensation of our named executive officers could exceed that limit, we expect that the compensation committee will consider the effects of Section 162(m) on the compensation paid to our named executive officers and the degree to which it would be advisable to structure the amount and form of compensation to our named executive officers so as to maximize our ability to deduct it.

Summary Compensation Table

The following table summarizes the compensation provided to or earned by our named executive officers during 2011 and 2010:

Name and Principal Position	Year	Salary ($)	Bonus ($) [1]	Option Awards ($) [2]	Non-Equity Incentive Plan Compensation ($) [3]	All Other Compensation ($) [4]	Total ($)
Bradley A. Cleveland	2011	240,017	—	—	273,331	—	513,347
Chief Executive Officer	2010	194,050	—	—	261,262	—	455,312
John R. Judd [5]	2011	136,615	100	1,515,816	129,648	58	1,782,238
Chief Financial Officer							
Donald G. Krantz	2011	211,975	200	—	210,597	9,108	431,880
Chief Operating Officer	2010	185,210	200	447,844	207,800	11,244	852,298
William R. Langton	2011	181,884	200	—	180,702	7,889	370,676
Executive Vice President of Finance	2010	158,323	5,200	149,281	190,422	20,787	524,013
Lawrence J. Lukis	2011	125,481	200	—	274,546	5,795	406,022
Chairman and Chief Technology Officer	2010	150,010	200	—	282,309	7,189	439,708
Thomas H. Pang [6]	2011	161,979	—	—	243,223	103,625	508,827
Managing Director, Proto Labs G.K.	2010	21,704	—	298,562	9,575	93,144	422,985

(1) Bonuses awarded for services during 2011 and 2010 were part of a discretionary bonus program for U.S. employees generally.

(2) Amounts shown in this column represent the grant date fair values of stock option awards granted during 2011 and 2010 computed in accordance with ASC Topic 718, *Compensation—Stock Compensation*, or ASC 718, utilizing the assumptions discussed in Note 8 of Notes to Consolidated Financial Statements for the year ended December 31, 2011 and disregarding the effects of any estimates of forfeitures related to service-based vesting.

(3) Amounts shown in this column represent amounts earned during 2011 and 2010 under our annual incentive bonus program and paid to the executives in early 2012 and early 2011, respectively. The amount shown for Dr. Pang in 2011 also includes $47,680 in a special bonus tied to the achievement of a revenue milestone in Japan.

(4) Amounts shown in this column for 2011 include company contributions to our 401(k) retirement plan, tax gross-up payments in connection with the bonus payments discussed in Note 1 above and the reimbursement of Dr. Pang's commuting expenses, tuition and related expenses for his children to attend private school in Japan, personal tax preparation expenses and cash flow shortfalls associated with the subletting and maintenance of his house in the United States while he is based in Japan. The reimbursement amounts to Dr. Pang are based on the amounts he has paid to third-party providers. The amounts shown in this column for 2011 are summarized as follows:

Name	Contributions to 401(k) Plan	Tax Gross-Ups	Commuting Expenses	Private School Expenses	Tax Preparation Expenses	Housing Expenses
John R. Judd	—	58	—	—	—	—
Donald G. Krantz	8,991	117	—	—	—	—
William R. Langton	7,772	117	—	—	—	—
Lawrence J. Lukis	5,678	117	—	—	—	—
Thomas H. Pang	—	—	12,258	67,711	6,351	17,305

(5) Mr. Judd joined our company in June 2011.

(6) Dr. Pang is paid in Japanese yen, and the U.S. dollar amounts shown in the "Salary," "Non-Equity Incentive Plan Compensation" and "All Other Compensation" columns for Dr. Pang have been converted from yen to U.S. dollars using the average currency conversion rate of 79.75031 and 86.96800 yen per dollar for 2011 and 2010, respectively. Option awards are valued in U.S. dollars and therefore no foreign currency conversion occurs. Dr. Pang joined our company in November 2010.

Grants of Plan-Based Awards in 2011

The following table presents the plan-based awards made to our named executive officers during 2011:

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards [1]			All Other Option Awards: Number of Securities Underlying Options [2] (#)	Exercise or Base Price of Option Awards ($/Sh)	Grant Date Fair Value of Stock and Option Awards [3] ($)
		Threshold ($)	Target ($)	Maximum ($)			
Bradley A. Cleveland	—	72,005	144,010	[4]	—	—	—
John R. Judd	6/22/11	34,154	68,308	[4]	175,000	20.07	1,515,816
Donald G. Krantz	—	52,994	105,988	[4]	—	—	—
William R. Langton	—	45,471	90,942	[4]	—	—	—
Lawrence J. Lukis	—	72,325	144,650	[4]	—	—	—
Thomas H. Pang [5]	—	40,495	80,990	[4]	—	—	—

(1) The amounts associated with these awards represent possible payouts under our 2011 annual incentive bonus program. The actual payouts for 2011 under this program are shown in the Summary Compensation Table in the column entitled “Non-Equity Incentive Plan Compensation.” Additional information regarding the design of the 2011 annual incentive bonus program, including a description of the performance objectives applicable to the 2011 awards and the actual payouts for 2011, is provided above in the section “Compensation Discussion and Analysis—Annual Bonuses.”

(2) The stock option award shown in this column is a non-qualified stock option granted under our 2000 Stock Option Plan. The award will expire after ten years, and will vest and become exercisable as to 20% of the shares subject to the award on the grant date and on each of the first four anniversaries of the grant date, assuming the recipient’s continued employment. Termination of employment results in the forfeiture of the unvested portion of the option, unless the termination is due to death or disability, in which case vesting of the option is accelerated in full. To the extent an option is exercisable at the time employment is terminated, it will remain exercisable after such termination for one year if termination is due to death or disability, or for three months if termination is for any other reason. In no event, however, will an option remain exercisable past its scheduled expiration date. The effect of a change in control on this option award is described below under the caption “Potential Payments Upon Termination or Change in Control.”

(3) The grant date fair value of this option award was computed in accordance with ASC 718, as described in Note 2 to the Summary Compensation Table.

(4) Payouts under our 2011 annual incentive bonus program were not limited to any maximum amount.

(5) Amounts shown do not include amounts payable to Dr. Pang in connection with a special bonus arrangement established in 2010 calling for payments to Dr. Pang if and when our Japanese subsidiary achieves specified revenue milestones.

Outstanding Equity Awards at 2011 Year-End

The following table provides information on each named executive officer's outstanding equity awards as of December 31, 2011, the last day of our most recent fiscal year:

	Option Awards				
Name	Option Grant Date [1]	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date
Bradley A. Cleveland	—	—	—	—	—
John R. Judd	6/22/11	—	175,000	20.07	6/22/21
Donald G. Krantz	11/21/05	98,000	—	1.79	11/21/15
	12/21/10	21,000	84,000	7.86	12/21/20
William R. Langton	9/11/06	210,000	—	2.66	9/11/16
	12/21/10	7,000	28,000	7.86	12/21/20
Lawrence J. Lukis	—	—	—	—	—
Thomas H. Pang	12/21/10	28,000	42,000	7.86	12/21/20

[1] The option awards with a grant date of 12/21/10 vest as to 20% of the shares subject to each award on each of the first five anniversaries of the grant date except for Dr. Pang's award, which vests as to 20% of the shares subject to his award on the achievement of each of five revenue milestones in Japan. The option award with a grant date of 6/22/11 vests as to one-third of the shares subject to the award on each of the first three anniversaries of the grant date.

Potential Payments Upon Termination or Change in Control

Other than our employment agreement with Mr. Judd and the arrangements involving option awards described below, we are not parties to any agreement, plan or arrangement providing for payments or benefits to our named executive officers upon termination of employment or in connection with a change in control of our company.

In June 2011, we entered into an employment agreement with Mr. Judd, our CFO. The agreement has a one-year term and will automatically be renewed for successive one-year periods unless either party provides a notice of non-renewal to the other at least 90 days before the end of any one-year period. The agreement provides that Mr. Judd's employment is "at will" and sets forth the elements of his initial compensation. See "Compensation Discussion and Analysis" for information regarding Mr. Judd's compensation. The agreement also provides that if, within 18 months after a change in control of our company, we terminate Mr. Judd's employment without cause, or Mr. Judd terminates his employment for "good reason," then he will be entitled to severance benefits so long as he complies with an ongoing confidentiality obligation and a two-year non-competition obligation. The severance benefits available to Mr. Judd consist of (i) a lump sum cash payment in an amount equal to his annual base salary in effect immediately prior to the change in control plus his target annual bonus for the year in which the change in control occurs, and (ii) our continued payment for 12 months after such termination of the employer's portion of the premiums for group health plan coverage for Mr. Judd and his dependents if he elects continued COBRA coverage under our plan.

For purposes of Mr. Judd's employment agreement, "change in control" is defined in a manner substantially similar to that in our 2000 Plan, as described below. "Cause" for termination is generally defined to include (i) conviction of a felony; (ii) gross negligence or willful misconduct injurious to our company; (iii) willful violation of directions of our board of directors; (iv) excessive absenteeism; (v) material failure to comply with the employment agreement; (vi) failure to cooperate with us in any investigation or formal proceeding; and (vii) any act of fraud injurious to our company. "Good reason" for termination is generally defined to include (i) a material reduction or diminution in his responsibilities or duties; (ii) a material reduction in his base salary; (iii) the relocation of his primary work location to a location more than 75 miles from the location of his prior primary work location; and (iv) the failure of any successor to or assignee of us to perform, in any material respect, our obligations under the employment agreement.

Under the 2000 Plan and the option award agreements under that plan, upon the death or disability of a named executive officer, all outstanding options vest in full, and the options remain exercisable until the earlier of (1) one year after the date employment ends or (2) the expiration date of the option. If employment ends for a reason other than death or disability, an option will remain exercisable until the earlier of (1) three months after the date employment ends or (2) the expiration date of the option, and may be exercised to the extent it was exercisable at or before employment ended.

The 2000 Plan provides that stock option awards may become fully vested and exercisable upon the occurrence of a change in control of our company, as defined below, if provided in the award agreement or by the compensation committee. Generally, stock option award agreements under our 2000 Plan provide that option awards to employees will become fully vested and exercisable upon the occurrence of a change in control of our company. The 2000 Plan also provides our compensation committee with the discretion to cancel some or all outstanding stock options in connection with a change in control that does not involve a change in the majority of the members of our board of directors, and pay each holder of a canceled option an amount in cash equal to the excess of the fair market value of the shares subject to the option immediately prior to the change in control over the aggregate exercise price of the shares subject to the option, which we refer to as the “option spread.” In addition, in the event of a merger, consolidation or statutory share exchange involving our company, a sale of substantially all of its assets, or its liquidation or dissolution, any of which are referred to as an “event,” then our compensation committee will have the discretion to declare, prior to the event, that the exercisability of all options will be accelerated prior to the event and that all options will be canceled at the time of the event. The compensation committee may also, in such circumstances, pay each holder of a canceled option an amount in cash equal to the option spread, calculated using the value of the per share proceeds to be received by our shareholders upon the occurrence of the event. Alternatively, if the event is a merger, consolidation or statutory share exchange, our compensation committee may act to protect outstanding options by substituting for them either options to purchase voting common stock of the surviving corporation (or its parent) or voting common stock of the surviving corporation (or its parent) that have a fair market value equal to the option spread, calculated using the value of the per share proceeds to be received by our shareholders upon the occurrence of the event.

Under the 2000 Plan, a “change in control” generally occurs if (1) any person or group becomes the beneficial owner of 50% or more of the voting power of our equity securities (30% or more for options granted prior to January 22, 2007); (2) a majority of our board of directors no longer consists of individuals who were directors as of the effective date of the 2000 Plan or for whose election proxies have been solicited by our board of directors or who were appointed by our board of directors to fill a vacancy caused by death or resignation or a newly-created directorship; (3) our shareholders approve a merger, reorganization, consolidation or statutory share exchange involving our company, or a sale of all or substantially all of our company’s assets (unless more than 70% of the voting power of the then outstanding shares of voting stock of the buyer or surviving party in the transaction is beneficially owned in substantially the same proportions by persons who were beneficial owners of our voting securities before the transaction); or (4) our shareholders approve a complete liquidation or dissolution of our company.

The 2000 Plan also provides that in the event any payment or benefit provided under our 2000 Plan together with any other payment which an individual has a right to receive in connection with a change in control event would constitute a “parachute payment” under Section 280G of the Internal Revenue Code, such payments will be reduced to an amount which does not trigger the excise tax under Section 4999 of the Internal Revenue Code.

The general effect of a change in control upon awards which may be granted in the future under the 2012 Plan is described in the description of the 2012 Plan in the “Equity-Based Compensation Plans” section below.

The following table shows the value of stock option awards whose vesting would have been accelerated under the 2000 Plan and the applicable award agreements if the named executive officer had died or become disabled on December 31, 2011, the last day of our most recent fiscal year, or if the vesting of such awards had been accelerated on that date in connection with a change in control of our company. The table also shows the severance and benefits continuation amounts that would have been paid to Mr. Judd under his employment agreement if, on December 31, 2011 and in connection with a change in control, his employment would have been involuntarily terminated without cause or he would have resigned for good reason. In addition to the amounts shown in the table, each named executive officer would receive payments for amounts of base salary and vacation time accrued through the date of termination and payment for any reimbursable business expenses incurred prior to the date of termination.

Name	Severance Payment ($)	Benefits Continuation ($)	Value Realized on Accelerated Option Vesting ($) [1]
Bradley A. Cleveland	—	—	—
John R. Judd	308,308	7,273	—
Donald G. Krantz	—	—	1,026,000
William R. Langton	—	—	342,000
Lawrence J. Lukis	—	—	—
Thomas H. Pang	—	—	513,000

(1) Amounts shown are equal to the value of stock option awards whose vesting and exercisability would have been accelerated. The value of each option award for these purposes is calculated based on the difference between the fair market value of our common stock on December 31, 2011 ($20.07) and the exercise price of that option. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Use of Estimates” for a discussion regarding the determination of the fair market value of our common stock.

Equity-Based Compensation Plans

2012 Long-Term Incentive Plan

Prior to the completion of this offering, we expect to adopt and our shareholders to approve our 2012 Plan. The 2012 Plan will become effective upon shareholder approval and will terminate on the earliest of (i) the tenth anniversary of its effective date, (ii) the date on which all shares subject to the 2012 Plan are distributed, or (iii) the date our board of directors terminates the 2012 Plan. The purposes of the 2012 Plan are to attract and retain the best available personnel, to provide them with additional incentives and to align their interests with those of our shareholders. The material terms of the 2012 Plan are summarized below.

Share Reserve. Upon the effective date of the 2012 Plan, an aggregate of 3,500,000 shares of our common stock will initially be reserved for issuance pursuant to the plan, plus shares that remain available for future awards under our 2000 Plan on the effective date of the 2012 Plan.

The number of shares of our common stock reserved for issuance under the 2012 Plan will automatically increase on January 1 of each year, starting on January 1, 2012 and continuing through January 1, 2021, by the lesser of (a) 3% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year or (b) such number of shares of our common stock as determined by our board of directors. The aggregate number of shares subject to stock options and stock appreciation rights granted during any calendar year to any one participant will not exceed 700,000 shares.

Shares subject to awards under the 2012 Plan or the 2000 Plan that are forfeited, expire or are settled for cash will, to the extent of such forfeiture, expiration or cash settlement, again become available for grant under the 2012 Plan. Shares that are tendered by a participant or withheld by the company to pay the exercise price of an option or withholding taxes in connection with an award, shares repurchased by us with proceeds received from the exercise of a stock option and shares subject to a stock appreciation right that are not issued in connection with the stock settlement of that right will not again become available for awards under the 2012 Plan. After the effective date of the 2012 Plan, no further awards may be made under the 2000 Plan.

Administration of Plan. The 2012 Plan will be administered by two or more non-employee directors designated by our board of directors who (i) satisfy the independence requirements for applicable stock exchange listing rules, (ii) are "non-employee directors" for the purposes of Rule 16b-3 under the Exchange Act and (iii) are "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code. Our board of directors has designated our compensation committee to administer the 2012 Plan, except that our board of directors will administer the 2012 Plan in connection with awards made to non-employee directors. Subject to the terms of the 2012 Plan, the compensation committee will have the authority to, among other things, interpret the 2012 Plan and determine who will be granted awards under the 2012 Plan, the types of awards granted and the terms and conditions of the awards, including the number of shares covered by awards, the exercise price of awards and the vesting schedule or other restrictions applicable to awards. The compensation committee also will have the power to make any determinations and take any action necessary or desirable for the administration of the 2012 Plan.

To the extent permitted by law and stock exchange rules, the 2012 Plan permits the compensation committee to delegate its authority under the 2012 Plan to one or more of its members or, with respect to awards made to individuals who are neither non-employee directors nor executive officers of our company, to one or more of our executive officers.

Eligibility. Our employees, non-employee directors and consultants and advisors who provide services to us are eligible to receive awards under the 2012 Plan. Incentive stock options may be granted only to our employees.

Awards. The 2012 Plan allows us to grant stock options, stock appreciation rights, or SARs, restricted stock, stock units, other stock-based awards and cash incentive awards. Each award will be evidenced by an agreement with the award recipient setting forth the terms and conditions of the award, except for awards that involve only the immediate issuance of unrestricted shares of our common stock. Awards under the 2012 Plan will have a maximum term of ten years from the date of grant. The compensation committee may provide that the vesting or payment of any award will be subject to the attainment of specified performance measures in addition to the satisfaction of any continued service requirements, and the compensation committee will determine whether such measures have been achieved. The compensation committee may generally amend the terms of any award previously granted, except that no stock option or SAR may be amended to decrease its exercise price or in any other way be "repriced" without the approval of our shareholders, and no award may be amended in a way that materially impairs the rights of a participant without the participant's consent (unless the amendment is necessary to comply with applicable law or stock exchange rules or any compensation recovery policy adopted by our board of directors or the compensation committee).

- *Stock Options.* Stock options permit the holder to purchase a specified number of shares of our common stock at a set price during a specified period of time. Options granted under the 2012 Plan may be either incentive or nonqualified stock options. The per-share exercise price of options granted under the 2012 Plan generally may not be less than the fair market value of a share of our common stock on the date of grant.
- *Stock Appreciation Rights.* SARs provide for payment to the holder of all or a portion of the excess of the fair market value of a specified number of shares of our common stock on the date of exercise over a specified exercise price. The per share exercise price of SARs granted under the 2012 Plan generally may not be less than the fair market value of a share of our common stock on the date of grant. Payment of an SAR may be made in cash or shares of our common stock or a combination of both, as determined by the compensation committee.
- *Restricted Stock.* Restricted stock awards are awards of shares of our common stock that are subject to transfer restrictions and forfeiture conditions until such time as the shares vest, as determined by the compensation committee. Recipients of a restricted stock award will have the rights of a shareholder except as limited by the 2012 Plan or the award agreement.
- *Stock Units.* Stock units provide the holder with the right to receive, in cash or shares of our common stock or a combination of both, the fair market value of a share of our common stock and will be subject to such vesting and forfeiture conditions and other restrictions as the compensation committee determines.

- *Other Stock-Based Awards.* The compensation committee, in its discretion, may grant stock and other awards that are valued by reference to and/or payable in whole or in part in shares of our common stock under the 2012 Plan. The compensation committee will set the terms and conditions of such awards.
- *Cash Incentive Awards.* A cash incentive award is to be a performance-based award the payment of which is contingent upon the degree to which one or more specified performance goals have been achieved over the relevant performance period. Payment of a cash incentive award may be made in cash, in shares of our common stock, in other forms of awards under the 2012 Plan, or in some combination of these alternatives.

Dividends and Dividend Equivalents. Dividends or distributions on unvested shares of restricted stock will generally be subject to the same restrictions as the underlying shares, but the compensation committee may permit the payment of unrestricted regular cash dividends on restricted stock awards. Stock unit awards and other stock-based awards may, at the discretion of the compensation committee, provide the holder with the right to receive dividend equivalent payments with respect to the units or other share equivalents subject to the award based on dividends actually declared on outstanding shares.

Substitute Awards. The compensation committee may grant awards under the 2012 Plan in substitution for awards granted by another entity acquired by our company or with which our company combines, and such awards will not count against the 2012 Plan's share reserve. The terms and conditions of these substitute awards will be comparable to the terms of the awards replaced, and may therefore differ from the terms and conditions otherwise set forth in the 2012 Plan.

Performance Awards. Under the 2012 Plan, our compensation committee may structure any "full value award" (an award other than an option, SAR or cash incentive award) or any cash incentive award in a manner designed to qualify the award as performance-based compensation that is not subject to the $1,000,000 limitation on the federal income tax deductibility of compensation paid to any covered executive officer that is imposed by Section 162(m) of the Internal Revenue Code. To so qualify these awards, our compensation committee will condition the vesting and payment of the awards on the achievement of pre-established performance goals during a designated performance period. The number of shares of our common stock that may be the subject of such performance-based full value awards granted to a participant in any calendar year may not exceed 280,000 shares. The amount payable with respect to any such performance-based cash incentive awards and performance-based full value awards denominated other than in shares or share equivalents that are granted to any participant in any calendar year may not exceed $5,000,000 multiplied by the number of full or partial years in the applicable performance period.

Transferability. Awards granted under the 2012 Plan generally are not transferable except by will or the laws of descent and distribution or to an appropriately designated beneficiary. The compensation committee may, however, permit the transfer of awards other than incentive stock options pursuant to a qualified domestic relations order or by way of gift to a family member.

Termination of Service. Unless otherwise provided in an award agreement or in connection with a change in control of our company, the effect of a termination of a participant's service with our company will be as described in this paragraph. Upon termination for cause, all unvested awards and all unexercised stock options and SARs will be forfeited. Upon termination due to death or disability, any award will immediately become vested and exercisable in full and options and SARs will remain exercisable for twelve months after the date of termination. Upon termination for any other reason, the then currently vested and exercisable portion of any option or SAR will remain exercisable for three months after termination (unless the participant dies during that three-month period, in which case the post-termination exercise period will be extended to twelve months). Any post-termination exercise period may, however, be extended by the compensation committee if the issuance of shares upon such exercise would then violate applicable registration requirements under the Securities Act. Any such post-termination exercise period may not, however, extend beyond the expiration date of any option or SAR. After giving effect to any accelerated vesting as provided above, all unvested and unexercisable portions of outstanding awards will be forfeited in connection with a termination of service.

Change in Control. Unless otherwise provided in an award agreement, if a change in control, as defined below, occurs that involves a sale of all or substantially all of our assets or a merger, consolidation, reorganization or

statutory share exchange involving our company, our board of directors or compensation committee are to take one or more of the following actions with respect to outstanding awards under the 2012 Plan:

- Arrange for the surviving or successor entity to continue, assume or replace some or all of the outstanding awards under the 2012 Plan.
- Accelerate the vesting and exercisability of outstanding awards prior to and conditioned upon the occurrence of the event and provide that unexercised options and SARs will be terminated at the effective time of the event.
- Cancel any outstanding award in exchange for payment to the holder of the amount of the consideration that would have been received in the event for the number of shares subject to the award, less the aggregate exercise price (if any) of the award.
- Provide that if an award is continued, assumed or replaced in connection with such an event and if within 18 months after the event a participant experiences an involuntary termination of service other than for cause, the participant's outstanding awards will vest in full, will immediately become fully exercisable and will remain exercisable for one year following termination.
- Make adjustments to awards as described below under the caption "Adjustment of Awards."

In the event of a change in control that does not involve a merger, consolidation, reorganization, statutory share exchange or sale of all or substantially all of our company's assets, our board of directors or compensation committee, in its discretion, may provide that any outstanding award will become fully vested and exercisable upon the change in control or upon the termination of the participant's service without cause within 18 months after the change in control, that any outstanding option or SAR will remain exercisable during all or some specified portion of its remaining term, or that any outstanding award will be canceled in exchange for payment to the participant of the amount of the consideration that would have been received in the change in control for the number of shares subject to the award less the aggregate exercise price (if any) of the award.

Under the 2012 Plan, a "change in control" generally occurs if (i) any person or group becomes the beneficial owner of more than 50% of the voting power of our equity securities; (ii) a majority of our board of directors no longer consists of (1) individuals who are members of our board of directors on the effective date of the 2012 Plan or (2) individuals who are elected subsequent to the effective date and whose initial election or nomination was approved by at least a majority of the directors described in clause (1) or (2); or (iii) the consummation of any reorganization, merger, consolidation or statutory share exchange involving us or a sale or other disposition of all or substantially all of our assets, unless more than 50% of the voting power of the then outstanding shares of voting stock of the buyer or surviving party in the transaction is beneficially owned in substantially the same proportions by persons who were beneficial owners of our voting securities before the transaction.

The 2012 Plan provides that in the event any payments or benefits provided under our 2012 Plan taken together with other payments an individual may receive in connection with a change in control may constitute a "parachute payment" under Section 280G of the Internal Revenue Code, such payments or benefits may be reduced to provide the individual with the best after-tax result. Specifically, the individual will receive either a reduced amount so that the excise tax imposed under Section 4999 of the Internal Revenue Code is not triggered, or the individual will receive the full amount of the payments and benefits and then be liable for any excise tax.

Dissolution or Liquidation. Unless otherwise provided in an award agreement, in the event our shareholders approve our complete dissolution or liquidation, all outstanding awards will vest and become fully exercisable, and will terminate immediately prior to the consummation of such dissolution or liquidation.

Adjustment of Awards. In the event of an equity restructuring that affects the per share value of our common stock, including a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the compensation committee will make appropriate adjustment to: (1) the number and kind of securities reserved for issuance under the 2012 Plan, (2) the number and kind of securities subject to outstanding awards under the 2012 Plan, (3) the exercise price of outstanding options and SARs, and (4) any maximum limitations prescribed by the 2012 Plan as to grants of certain types of awards or grants to individuals with respect to certain types of awards. The

compensation committee may also make similar equitable adjustments in the event of any other change in our company's capitalization, including a merger, consolidation, reorganization or liquidation.

Amendment and Termination. Unless earlier terminated, the 2012 Plan will automatically terminate ten years after its effective date, which we expect will be shortly before the completion of this offering. In addition, our board of directors may terminate, suspend or amend the 2012 Plan at any time, but, in general, no termination, suspension or amendment may materially impair the rights of any participant with respect to outstanding awards without the participant's consent (unless such action is necessary to comply with applicable laws or stock exchange rules). Awards that are outstanding on the 2012 Plan's termination date will remain in effect in accordance with the terms of the 2012 Plan and the applicable award agreements. Shareholder approval of any amendment of the 2012 Plan will be obtained if required by applicable law or the rules of the NYSE.

Registration. We intend to file with the SEC a registration statement on Form S-8 covering the shares of our common stock issuable under the 2012 Plan.

2000 Stock Option Plan

Our 2000 Plan currently provides for the grant of nonqualified stock options. Such options may be granted to our employees, non-employee directors, and other consultants and advisors who provide services to us. A total of 475,000 shares of our common stock were reserved for issuance under the 2000 Plan. As of December 31, 2011, options to purchase a total of 2,099,300 shares of our common stock with a weighted average exercise price of $6.18 per share were outstanding under the 2000 Plan, and 612,066 shares remained available for future issuance under the 2000 Plan. We will not grant any additional awards under the 2000 Plan once the 2012 Plan becomes effective, and any shares available for issuance under the 2000 Plan on that date will become available for issuance under the 2012 Plan. All awards outstanding under the 2000 Plan will remain in effect and will continue to be governed by their existing terms after the completion of this offering.

Administration of Plan. Our compensation committee generally administers the 2000 Plan and the awards granted under it with authority and discretion comparable to that described above in connection with the 2012 Plan. Option awards to non-employee directors, however, are administered by our board of directors.

Awards. Only stock options may be awarded under the 2000 Plan, and no incentive stock option awards have been able to be made under the 2000 Plan since its tenth anniversary on January 15, 2010. The stock options that are outstanding under the 2000 Plan generally have a 10 year term, a per share exercise price equal to the fair market value of a share of our common stock on the date of grant, and vest and become exercisable as to 20% of the shares subject to an option on the grant date and on each of the first four anniversaries of the grant date.

Termination of Service. The effect of a termination of service upon a participant's stock option under the 2000 Plan is generally described in the "Potential Payments upon Termination or Change in Control" section above.

Transferability. Options granted under the 2000 Plan generally are not transferable except by will or the laws of descent and distribution, although nonqualified options may also be transferred pursuant to a qualified domestic relations order.

Change in Control. The effect of a change in control upon a participant's stock option as provided in the 2000 Plan and related award agreements is generally described in the "Potential Payments upon Termination or Change in Control" section above.

Adjustment of Awards. In the event of any stock dividend, stock split, spinoff, recapitalization, merger, consolidation, reorganization or other change in corporate structure or shares of our company, the compensation committee may make appropriate adjustments to the number and kind of securities reserved for issuance under the 2000 Plan, the number and kind of securities subject to outstanding options under the 2000 Plan, and the exercise price of outstanding options.

Registration. We intend to file with the SEC a registration statement on Form S-8 covering the shares of our common stock issuable under the 2000 Plan.

Employee Stock Purchase Plan

Prior to the completion of this offering, we expect to adopt and our shareholders to approve our Employee Stock Purchase Plan, or ESPP. Assuming such actions occur as expected, the ESPP will become effective on the date of the underwriting agreement between us and Jefferies & Company, Inc. and Piper Jaffray & Co., as representatives of the several underwriters, and will terminate on the earlier of (i) the date on which all shares subject to the ESPP are distributed or (ii) the date our board of directors terminates the ESPP. The purpose of the ESPP is to provide our employees with a convenient means of purchasing shares of our common stock at a discount to market prices through the use of payroll deductions. The material terms of the ESPP are summarized below.

Share Reserve. Upon the effective date of the ESPP, an aggregate of 1,500,000 shares of our common stock will initially be reserved for issuance under the ESPP. If there is any change to our outstanding common stock, such as a recapitalization, stock split or similar event, appropriate adjustments will be made to the number and class of shares available under the ESPP and to the number, class and purchase price of shares subject to each outstanding purchase right.

Administration. Our board of directors has designated our compensation committee to administer the ESPP. The compensation committee will have full authority to adopt rules and procedures to administer the ESPP, to interpret the provisions of the ESPP, to determine the terms and conditions of offerings under the ESPP, and to designate which of our subsidiaries may participate in the ESPP. All costs and expenses incurred for ESPP administration are paid by our company.

Eligibility and Participation. All of our employees (including those of any participating subsidiary) other than those subject to the 5% ownership limitation described below are eligible to participate in the ESPP. Eligible employees may enroll in the ESPP and begin participating at the start of any purchase period.

Purchase Periods. Shares of our common stock will be offered under the ESPP through a series of offerings, each of which consists of a single purchase period of six months, or such other duration (up to 27 months) as the compensation committee may prescribe. We expect that our shares will be offered under the ESPP through a series of successive six-month purchase periods that are expected to commence on May 16 and November 16 each year. Purchases under the ESPP are expected to occur on the last trading day of each purchase period.

Purchase Price. The purchase price of our common stock acquired on each purchase date will be no less than 85% of the lower of (i) the closing market price per share of our common stock on the first day of the applicable purchase period or (ii) the closing market price per share of our common stock on the purchase date at the end of the applicable six-month purchase period.

Payroll Deductions and Stock Purchases. Each participant may elect to have a percentage of eligible compensation between 1% and 15% withheld as a payroll deduction per pay period. The accumulated deductions will automatically be applied on each purchase date to the purchase of shares of our common stock at the purchase price in effect for that purchase date. No more than 1,250 shares of our common stock may be purchased by an ESPP participant on any purchase date. For purposes of the ESPP, eligible compensation means the gross cash compensation paid to a participant, including base salary, bonuses, commissions and overtime pay, but excludes company 401(k) contributions and income with respect to equity-based awards.

Special Limitations. The ESPP imposes certain limitations upon a participant's right to acquire our common stock, including the following:

- Purchase rights may not be granted to any individual who owns stock (including stock purchasable under any outstanding purchase rights) possessing 5% or more of the total combined voting power or value of all classes of our stock or the stock of any of our subsidiaries.
- A participant may not be granted rights to purchase more than $25,000 worth of our common stock (valued at the time each purchase right is granted) for each calendar year in which such purchase rights are outstanding.

Withdrawal or Termination of Purchase Rights. A participant may withdraw from the ESPP at any time, and his or her accumulated payroll deductions will be promptly refunded. A participant's purchase right will immediately terminate

upon his or her cessation of employment for any reason. Any payroll deductions that the participant may have made for the purchase period in which such cessation of employment occurs will be refunded and will not be applied to the purchase of common stock.

Transferability. No purchase rights will be assignable or transferable by the participant, except by will or the laws of inheritance following a participant's death.

Corporate Transactions. If our company is acquired by merger or through the sale of all or substantially all its assets, our board of directors may provide that (i) each right to acquire shares on any purchase date scheduled to occur after the date of the consummation of the acquisition transaction shall be continued or assumed or an equivalent right shall be substituted by the surviving or successor corporation or its parent or subsidiary, (ii) the ESPP shall be terminated, or (iii) the purchase period then in progress shall be shortened by setting a new purchase date.

Share Proration. Should the total number of shares of common stock to be purchased pursuant to outstanding purchase rights on any particular purchase date exceed the number of shares remaining available for issuance under the ESPP at that time, then the compensation committee will make a pro-rata allocation of the available shares on a uniform and nondiscriminatory basis, and the payroll deductions of each participant not used to purchase shares will be refunded.

Amendment. Our board of directors may at any time amend or suspend the ESPP. However, our board of directors may not, without shareholder approval, amend the ESPP to (i) increase the number of shares issuable under the ESPP or (ii) effect any other change in the ESPP that would require shareholder approval under applicable law or to maintain compliance with Code Section 423.

Certain Relationships and Related Party Transactions

Since January 1, 2008, we have engaged in the following transactions with certain of our executive officers, directors, holders of more than 5% of our voting securities and their affiliates and immediate family members:

2008 Financing and Recapitalization

In August 2008, we issued and sold to North Bridge a total of 427,985 shares of our Series A preferred stock, at a price per share of $122.06, for total proceeds to the company of $52.2 million. We used the proceeds from the sale of Series A shares, together with cash on hand and borrowings from Wells Fargo, to repurchase a total of $66.3 million worth of our outstanding common stock, common stock options and common stock warrants from existing security holders in August 2008. We paid $121.00 per share for these repurchases (less the applicable exercise price in the case of options and warrants), which represented the Series A purchase price less $1.06 per share in expenses incurred by the company in connection with the transactions. The existing security holders from whom we repurchased securities included certain of our directors, executive officers and beneficial owners of 5% or more of our voting securities. Those directors and executive officers, and the proceeds they received, were as follows: Bradley Cleveland (who is also a greater than 5% holder), $7.38 million; John Goodman, $0.06 million; Donald Krantz, $0.77 million; Mark Kubicek, $2.59 million; Margaret Loftus, $0.71 million; Lawrence Lukis (who is also a greater than 5% holder) and his wife Donna Lukis, $25.67 million; and John Tumelty, $0.72 million. Those beneficial owners of 5% or more of our voting securities, and the proceeds they received, were as follows: Gregg Bloom (who ceased to be a 5% holder following this transaction), $7.30 million; Protomold Investment Company, LLC or PIC (an affiliate of our director, Brian Smith), $14.38 million. In connection with these transactions, we entered into a number of agreements, each as described in more detail below.

Investors' Rights Agreement

In August 2008, we entered into an investors' rights agreement with North Bridge and PIC. Under this agreement, we granted to North Bridge and PIC certain registration, information, preemptive and other customary investor rights. In addition, we granted PIC a "put right" whereby it may require us to repurchase its shares of our common stock anytime after August 2, 2018. The agreement was amended in July 2011 to also grant registration rights to Lawrence Lukis, Bradley Cleveland, the KEC 2011 Irrevocable Gift Trust, the JMC 2011 Irrevocable Gift Trust, Donald Krantz, and Mark Kubicek and to provide that the PIC put right will terminate upon the completion of this offering. The registration rights and related provisions are described in more detail under "Description of Capital Stock." Other than the registration rights and related provisions, all material provisions under the investors' rights agreement will terminate upon the completion of this offering.

We also entered into a management rights agreement with North Bridge in August 2008. This agreement, which provides North Bridge with certain additional management and information rights, will terminate upon the completion of this offering.

Right of First Refusal and Co-Sale Agreement

In August 2008, we entered into a right of first refusal and co-sale agreement with North Bridge, PIC, Lawrence Lukis, Bradley Cleveland and certain of our other security holders. Pursuant to the agreement, all parties except for North Bridge, PIC, Mr. Lukis, and Mr. Cleveland granted the company a right of first refusal (and granted North Bridge, PIC, Mr. Lukis and Mr. Cleveland a secondary right of refusal) with respect to certain proposed transfers of our capital stock. North Bridge and PIC were also given a co-sale right that permits them each to participate on a pro-rata basis in any proposed transfer for which the refusal rights apply, but are not exercised. In addition, all parties agreed to a lockup provision that restricts their ability to transfer our capital stock for 180 days following our initial public offering. Except for this lockup provision, all material provisions under this agreement will terminate upon the completion of this offering.

The directors, executive officers and beneficial holders of 5% or more of our voting securities that are parties to this agreement are: North Bridge, PIC, Lawrence Lukis, Bradley Cleveland, Gregg Bloom, Mark Kubicek, Margaret Loftus, Donald Krantz, John Goodman, and John Tumelty.

Voting Agreement

In August 2008, we entered into a voting agreement with North Bridge, PIC, Lawrence Lukis and Yuri Dreizin. The agreement was subsequently amended in June 2011. Pursuant to the agreement, as amended, the parties agree to vote their shares of our capital stock in favor of maintaining a board consisting of eight members, of whom two shall be designated by North Bridge (one of whom was initially Doug Kingsley), one shall be designated by PIC (initially Brian Smith), one shall be designated by a majority of the shares held by PIC, Lawrence Lukis, Yuri Dreizin and Gustavus Adolphus College (initially Lawrence Lukis), one shall be the CEO (initially Bradley Cleveland), and three shall be unaffiliated with the company and mutually acceptable to the other members of the board (initially John Goodman, Margaret Loftus, and Sven Wehrwein). This agreement will terminate upon the completion of this offering.

Potential Participation in Our Initial Public Offering

North Bridge, a principal shareholder that is affiliated with a board member, has indicated an interest in purchasing up to approximately 430,000 shares of our common stock in this offering at the initial public offering price. However, because this indication of interest is not a binding agreement or commitment to purchase, our underwriters may determine to sell more, less or no shares in this offering to North Bridge, or North Bridge may determine to purchase more, less or no shares in this offering. The underwriters will receive the same discounts and commissions from any shares of our common stock purchased by North Bridge as they will from any other shares of our common stock sold to the public in this offering. Any shares purchased by North Bridge will be subject to the lock-up restrictions described in “Shares Eligible for Future Sale.”

Indemnification of Directors and Officers

We are subject to Minnesota Statutes Chapter 302A, the Minnesota Business Corporation Act, or the Corporation Act. Section 302A.521 of the Corporation Act provides in substance that, unless prohibited by its articles of incorporation or by-laws, a corporation must indemnify an officer or director who is made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys’ fees and disbursements, incurred by such person in connection with the proceeding, if certain criteria are met. These criteria, all of which must be met by the person seeking indemnification, are (a) that such person has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys’ fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions; (b) that such person must have acted in good faith; (c) that no improper personal benefit was obtained by such person and such person satisfied certain statutory conflicts of interest provisions, if applicable; (d) that in the case of a criminal proceeding, such person had no reasonable cause to believe that the conduct was unlawful; and (e) that, in the case of acts or omissions occurring in such person’s performance in an official capacity, such person must have acted in a manner such person reasonably believed was in the best interests of the corporation or, in certain limited circumstances, not opposed to the best interests of the corporation. In addition, Section 302A.521, subd. 3, requires payment by us, upon written request, of reasonable expenses in advance of final disposition in certain instances. A decision as to required indemnification is made by a majority of the disinterested board of directors present at a meeting at which a disinterested quorum is present, or by a designated committee of disinterested directors, by special legal counsel, by the disinterested shareholders, or by a court.

We also maintain a director and officer insurance policy to cover our company, our directors and our officers against certain liabilities.

Related Party Transaction Approval Policy

In connection with this offering, our board of directors adopted a written statement of policy regarding transactions with related persons, which we refer to as our related person policy. Subject to the exceptions described below, our related person policy requires our audit committee to review and approve any proposed related person transaction and all material facts with respect thereto. In reviewing a transaction, our audit committee will consider all relevant facts and circumstances, including (1) whether the terms are fair to the company, (2) whether the transaction is material to the company, (3) the role the related person played in arranging the transaction (4) the structure of the

transaction, (5) the interests of all related persons in the transaction, and (6) whether the transaction has the potential to influence the exercise of business judgment by the related person or others. Our audit committee will not approve or ratify a related person transaction unless it determines that, upon consideration of all relevant information, the transaction is beneficial to our company and shareholders and the terms of the transaction are fair to our company. No related person transaction will be consummated without the approval or ratification of our audit committee. It will be our policy that directors interested in a related person transaction will recuse themselves from any vote relating to a related person transaction in which they have an interest. Under our related person policy, a related person includes any of our directors, director nominees, executive officers, any beneficial owner of more than 5% of our common stock and any immediate family member of any of the foregoing. Related party transactions exempt from our policy include payment of compensation by the company to a related person for the related person's service to the company as an employee, director or executive officer, transactions available to all of our employees and shareholders on the same terms and transactions between us and the related person that, when aggregated with the amount of all other transactions between us and the related person or its affiliates, involve $120,000 or less in a year. We did not have a formal review and approval policy for related party transactions at the time of any transaction described in this "Certain Relationships and Related Party Transactions" section.

Principal Shareholders

The following table sets forth information as of December 31, 2011 regarding the beneficial ownership of our common stock (1) immediately prior to and (2) as adjusted to give effect to this offering (assuming North Bridge does not purchase any shares of our common stock in this offering) by:

- each person or group who is known by us to own beneficially more than 5% of our outstanding shares of common stock;
- each of our named executive officers;
- each of our directors and each director nominee; and
- all of the executive officers, directors and director nominees as a group.

For further information regarding material transactions between us and certain of our shareholders, see “Certain Relationships and Related Party Transactions.”

Beneficial ownership for the purposes of the following table is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof or has the right to acquire such powers within 60 days. Common stock subject to options or warrants that are currently exercisable or exercisable within 60 days of December 31, 2011 are deemed to be outstanding and beneficially owned by the person holding the options or warrants. These shares, however, are not deemed outstanding for the purposes of computing the percentage ownership of any other person. Percentage of beneficial ownership is based on 18,887,708 shares of common stock outstanding and 23,187,708 shares of common stock to be outstanding after the completion of this offering, including in each case common stock outstanding and common stock to be outstanding upon conversion of our Series A Preferred Stock in connection with this offering and assuming no exercise by the underwriters of their over-allotment option.

Except as disclosed in the footnotes to this table and subject to applicable community property laws, we believe that each shareholder identified in the table possesses sole voting and investment power over all shares of common stock shown as beneficially owned by the shareholder. Unless otherwise indicated in the table or footnotes below, the address for each beneficial owner is c/o Proto Labs, Inc., 5540 Pioneer Creek Drive, Maple Plain, Minnesota 55359.

Name and address of beneficial owner	Number of shares beneficially owned	Percentage of shares beneficially owned	
		Before offering	After offering
Greater than 5% shareholders:			
North Bridge Growth Equity I, L.P. (12)	5,991,790 (1)	31.7%	25.8%
Protomold Investment Company, LLC	3,189,648	16.9%	13.8%
Directors and named executive officers:			
Bradley A. Cleveland	1,526,182 (2)	8.1%	6.6%
Rainer Gawlick	14,000 (3)	*	*
John B. Goodman	21,000 (4)	*	*
Douglas A. Kingsley (12)	5,991,790 (5)	31.7%	25.8%
Lawrence J. Lukis	6,899,340	36.5%	29.8%
Margaret A. Loftus	140,000 (6)	*	*
Brian K. Smith	3,189,648 (7)	16.9%	13.8%
Sven A. Wehrwein	2,800	*	*
John R. Judd	—	—	—
Donald G. Krantz	119,000 (8)	*	*
William R. Langton	217,000 (9)	1.1%	*
Thomas H. Pang	28,000 (10)	*	*
All directors and executive officers as a group (17 persons)	18,603,760 (11)	94.3%	77.4%

* Represents beneficial ownership of less than one percent.

(1) Includes 5,991,790 shares of common stock issuable upon conversion of Series A preferred stock. NBGE Manager, LLC, the managing manager of NBGE GP, LLC, or NBGE, which is the sole general partner of North Bridge Growth Management, L.P., which is the sole general partner of North Bridge Growth Equity I, L.P., has sole vesting and dispositive power over these shares. Douglas A. Kingsley, a director of our company, is a founding managing director of NBGE. Voting and investment power over such shares are vested in the managers of NBGE Manager, LLC, Edward T. Anderson and Richard A. D'Amore. Mr. Anderson, Mr. D'Amore and Mr. Kingsley disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest in them.

(2) Includes 1,246,182 shares held by Bradley A. Cleveland, as Trustee of the Bradley A. Cleveland Declaration of Trust dated October 10, 2008, and 140,000 shares held by each of (a) Patricia M. Cleveland and Cornerstone Private Asset Trust Company, LLC, as Co-Trustees of the JMC 2011 Irrevocable Gift Trust and (b) Patricia M. Cleveland and Cornerstone Private Asset Trust Company, LLC, as Co-Trustees of the KEC 2011 Irrevocable Gift Trust. Mr. Cleveland disclaims beneficial ownership over the shares of the JMC 2011 Irrevocable Gift Trust and the KEC 2011 Irrevocable Gift Trust and has no voting rights over such shares.

(3) Includes 14,000 shares that Dr. Gawlick has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(4) Includes 21,000 shares that Mr. Goodman has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(5) Includes the shares referred to in footnote (1) above. Mr. Kingsley disclaims beneficial ownership of these shares, except to the extent of his pecuniary interest therein.

(6) Includes 91,000 shares that Ms. Loftus has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(7) Includes the shares of Protomold Investment Company, LLC, or PIC. Mr. Smith is President of PIC but disclaims beneficial ownership of these shares, except to the extent of his pecuniary interest therein.

(8) Includes 119,000 shares that Dr. Krantz has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(9) Includes 217,000 shares that Mr. Langton has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(10) Includes 28,000 shares that Dr. Pang has the right to acquire from us within 60 days of the date of the table pursuant to the exercise of stock options.

(11) Includes the following held by our executive officers and directors, in the aggregate: (a) 735,000 shares that can be acquired from us within 60 days of the date of the table pursuant to the exercise of stock options, (b) 105,000 shares that can be acquired from us within 60 days of the date of the table pursuant to the exercise of warrants, and (c) 5,991,790 shares issuable upon conversion of Series A preferred stock.

(12) North Bridge Growth Equity I, L.P., or North Bridge, a principal shareholder that is affiliated with a board member, has indicated an interest in purchasing up to approximately 430,000 shares of our common stock in this offering at the initial public offering price. However, because this indication of interest is not a binding agreement or commitment to purchase, our underwriters may determine to sell more, less or no shares in this offering to North Bridge, or North Bridge may determine to purchase more, less or no shares in this offering. The underwriters will receive the same discounts and commissions from any shares of our common stock purchased by North Bridge as they will from any other shares of our common stock sold to the public in this offering. If any shares of our common stock are purchased by North Bridge in this offering, the number of shares of common stock beneficially owned after this offering and the percentage of common stock beneficially owned after this offering will differ from that set forth in the table above. If North Bridge were to purchase all of these shares, it would beneficially own 6,421,790 shares, or 27.7%, of our outstanding common stock after this offering.

Description of Capital Stock

The following is a description of the material terms of our third amended and restated articles of incorporation and amended and restated by-laws as they will be in effect upon the completion of this offering. They may not contain all of the information that is important to you. To understand them fully, you should read our third amended and restated articles of incorporation and amended and restated by-laws, copies of which are filed with the SEC as exhibits to the registration statement, of which this prospectus is a part.

Authorized Capitalization

Prior to the completion of this offering, our authorized capital stock consists of: (1) 150,000,000 shares of common stock and (2) 427,985 shares of Series A preferred stock. As of December 31, 2011, there were 18 holders of record of our common stock and one holder of record of our Series A preferred stock.

Upon the completion of this offering our third amended and restated articles of incorporation will provide that our authorized capital stock will consist of 150,000,000 shares of common stock and 10,000,000 shares of undesignated preferred stock. Upon the completion of this offering, all currently outstanding shares of our preferred stock will be converted into shares of a single class of common stock. Immediately following the completion of this offering, we expect to have 23,187,708 shares of common stock and no shares of preferred stock outstanding.

Common Stock

Voting Rights

Each share of common stock entitles the holder to one vote with respect to each matter presented to our shareholders on which the holders of common stock are entitled to vote. Our common stock votes as a single class on all matters relating to the election and removal of directors on our board of directors and as provided by law. Holders of our common stock will not have cumulative voting rights. Except in respect of matters relating to the election and removal of directors on our board of directors and as otherwise provided in our third amended and restated articles of incorporation or required by law, all matters to be voted on by our shareholders must be approved by a majority of the shares present in person or by proxy at the meeting and entitled to vote on the subject matter. In the case of election of directors, all matters to be voted on by our shareholders must be approved by a plurality of the votes entitled to be cast by all shares of common stock.

Dividend Rights

Subject to preferences that may be applicable to any outstanding series of preferred stock, the holders of our common stock will receive ratably any dividends declared by our board of directors out of funds legally available for the payment of dividends. It is our present intention not to pay dividends on our common stock for the foreseeable future. Our board of directors may, at its discretion, modify or repeal our dividend policy. Future dividends, if any, with respect to shares of our common stock will depend on, among other things, our results of operations, cash requirements, financial condition, contractual restrictions, provisions of applicable law and other factors that our board of directors deems relevant. Our credit facilities currently limit our ability to pay cash dividends. See “Dividend Policy.”

Liquidation Rights

In the event of our liquidation, dissolution or winding-up, the holders of our common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior distribution rights of preferred stock, if any, then outstanding. The holders of our common stock have no preemptive or other subscription rights.

Listing

We have applied to have our common stock listed on the NYSE under the symbol “PRLB.”

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Wells Fargo Shareowner Services.

Preferred Stock

On December 31, 2011, there were 427,985 shares of preferred stock outstanding, held of record by one shareholder, North Bridge. Upon the completion of this offering, all outstanding shares of preferred stock will be converted into 5,991,790 shares of our common stock. Our third amended and restated articles of incorporation will provide that we may issue up to 10,000,000 shares of preferred stock in one or more series as may be determined by our board of directors. Our board has broad discretionary authority with respect to the rights of any new series of preferred stock and may establish the following with respect to the shares to be included in each series, without any vote or action of the shareholders:

- the number of shares;
- the designations, preferences and relative rights, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences; and
- any qualifications, limitations or restrictions.

We believe that the ability of our board to issue one or more series of preferred stock will provide us with flexibility in structuring possible future financings and acquisitions, and in meeting other corporate needs that may arise. The authorized shares of preferred stock, as well as authorized and unissued shares of common stock, will be available for issuance without action by our shareholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

Our board may authorize, without shareholder approval, the issuance of preferred stock with voting and conversion rights that could adversely affect the voting power and other rights of holders of common stock. Although our board has no current intention of doing so, it could issue a series of preferred stock that could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt of our company. Our board could also issue preferred stock having terms that could discourage an acquisition attempt through which an acquirer may be able to change the composition of our board, including a tender offer or other transaction that some, or a majority, of our shareholders might believe to be in their best interests or in which shareholders might receive a premium for their stock over the then-current market price. Any issuance of preferred stock therefore could have the effect of decreasing the market price of our common stock.

Our board will make any determination to issue such shares based on its judgment as to our best interests of our company and shareholders. We have no current plan to issue any preferred stock after this offering.

Warrants

We have issued and outstanding warrants to purchase 105,000 shares of our common stock with a weighted average exercise price of $1.79 per share.

Registration Rights

In August 2008, we entered into an investors' rights agreement with North Bridge and PIC. Under this agreement, we granted to North Bridge and PIC certain registration rights. In addition, the agreement was amended in July 2011 to also grant registration rights to Lawrence Lukis, Bradley Cleveland, Donald Krantz, and Mark Kubicek. The terms of the registration rights are described below.

Prior to the completion of this offering, the holders of approximately 17.7 million shares of our common stock, including shares of our preferred stock on an as if converted basis, are entitled to certain registration rights pursuant to the amended and restated investors' rights agreement described in "Certain Relationships and Related Party Transactions." After the completion of this offering, the holders of approximately 17.7 million shares of our common stock will continue to hold those certain registration rights.

Demand Registration Rights

After the completion of this offering, we will be obligated to effect up to three registrations on Form S-1, and up to two registrations on Form S-3 in any 12-month period, as requested by the holders of our common stock having registration rights. A request for registration on Form S-1 for which the aggregate offering price, net of selling expenses, is reasonably expected to be at least $5,000,000 may be made by any holder of registrable securities.

After we become eligible to file a registration statement on Form S-3, one or more holders of then outstanding registrable securities may request that the company effect a registration on Form S-3 of a number of registrable securities for which the aggregate offering price, net of selling expenses, is reasonably expected to be at least $3,000,000. We may delay the filing of a registration statement in connection with a demand registration for a period of up to 105 calendar days if our board of directors determines in its good faith judgment that the filing of such registration would be materially detrimental to the company. If the managing underwriter advises us that the number of shares to be included in a demand registration should be limited due to market conditions or otherwise, all shares other than registrable securities will initially be excluded from the registration, and if additional shares must be excluded from the registration, holders of registrable securities will share pro rata in the number of shares to be excluded from the registration based on the respective numbers of registrable securities owned by such holders.

Piggyback Registration Rights

In the event that we propose to register any of our securities under the Securities Act, including this offering, but excluding the registration of securities (i) to be offered pursuant to a stock option or other employee benefit plan or a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the registrable securities, (ii) relating to an SEC Rule 145 transaction, or (iii) for which the only common stock being registered is common stock issuable upon conversion of debt securities that are also being registered, we are required to include in these registrations all securities with respect to which we have received written requests for inclusion under our amended and restated investors' rights agreement, subject to certain limitations. If the managing underwriter advises us that the number of shares to be included in such a registration should be limited due to market conditions or otherwise, and we initiated the registration, all shares other than registrable securities, excluding shares to be issued by us, will initially be excluded from the registration, and if additional shares must be excluded from the registration, holders of registrable securities will share pro rata in the number of shares to be excluded from the registration based on the respective numbers of registrable securities owned by such holders, and if further additional shares must be excluded from the registration, shares to be issued by us will be excluded.

We are obligated to pay up to $50,000 of registration expenses of the holders of the shares registered pursuant to the demand and piggyback registrations described above.

Anti-takeover Effects of Minnesota Law and Our Third Amended and Restated Articles of Incorporation and Amended and Restated By-laws

Certain provisions of our third amended and restated articles of incorporation and our amended and restated by-laws may make it less likely that our management would be changed or someone would acquire voting control of our company without our board's consent. These provisions may delay, deter or prevent tender offers or takeover attempts that shareholders may believe are in their best interests, including tender offers or attempts that might allow shareholders to receive premiums over the market price of their common stock.

Preferred Stock

Our board of directors can at any time, under our third amended and restated articles of incorporation, and without shareholder approval, issue one or more new series of preferred stock. In some cases, the issuance of preferred stock without shareholder approval could discourage or make more difficult attempts to take control of our company through a merger, tender offer, proxy contest or otherwise. Preferred stock with special voting rights or other features issued to persons favoring our management could stop a takeover by preventing the person trying to take control of our company from acquiring enough voting shares necessary to take control.

By-laws

Our amended and restated by-laws provide that any action required or permitted to be taken by the shareholders of the company may be effected only at a meeting of shareholders and prohibits shareholder action by less than unanimous written consent in lieu of a meeting.

Special Meetings of Shareholders

Our amended and restated by-laws provide that special meetings of shareholders may be called only by the board, any two or more directors, the Chief Executive Officer, the Chief Financial Officer or one or more shareholders

holding 10% or more of the voting power of all shares entitled to vote. Special meetings of shareholders called by shareholders for the purpose of considering any action to facilitate a business combination, including any action to affect the composition of the board for that purpose, must be called by shareholders holding 25% or more of the voting power of all shares entitled to vote. Further, business transacted at any special meeting of shareholders is limited to matters relating to the purpose or purposes stated in the notice of the meeting.

Business Combinations

Several provisions of Minnesota law may deter potential changes in control of us that some shareholders may view as beneficial or that may provide a premium on our stock price. Under Section 302A.673 of the Minnesota Business Corporation Act, a shareholder that beneficially owns 10% or more of the voting power of our outstanding shares (an interested shareholder) generally cannot consummate a business combination with us, or any subsidiary of ours, within four years following the time the interested shareholder crosses the 10% stock ownership threshold, unless the business combination is approved by a committee of disinterested members of our board before the time the interested shareholder crosses the 10% stock ownership threshold.

Section 302A.675 of the Minnesota Business Corporation Act generally prohibits an offeror from acquiring our shares within two years following the offeror's last purchase of our shares pursuant to a takeover offer with respect to that class, unless our shareholders may sell their shares to the offeror upon substantially equivalent terms as those provided in the earlier takeover offer. This provision does not apply if the share acquisition is approved by a committee of disinterested members of our board before the purchase of any shares by the offeror pursuant to the earlier takeover offer.

Shares Eligible for Future Sale

Prior to this offering, there has been no public market for our common stock. No prediction can be made as to the effect, if any, future sales of shares, or the availability of shares for future sales, will have on the market price of our common stock prevailing from time to time. The sale of substantial amounts of our common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of our common stock.

Sale of Restricted Shares

Upon the completion of this offering, based upon the number of shares of our common stock outstanding as of December 31, 2011, and assuming the conversion of all outstanding shares of our preferred stock into 5,991,790 shares of common stock upon the completion of this offering, and further assuming no exercise of outstanding options and warrants, we will have 23,187,708 shares of our common stock outstanding. Of these shares, assuming North Bridge does not purchase any shares of our common stock in this offering, 4,300,000 shares, or in the event the underwriters' over-allotment option is exercised in full, 4,945,000 shares, of our common stock sold in this offering will be freely tradable without restriction under the Securities Act, except for any shares of our common stock purchased by our affiliates, as that term is defined in Rule 144 under the Securities Act, which would be subject to the limitations and restrictions described below.

The remaining 18,887,708 shares of our common stock outstanding upon the completion of this offering are deemed restricted shares, as that term is defined under Rule 144 of the Securities Act.

Restricted securities may be sold in the public market only if registered or if they qualify for an exemption from registration under Rule 144 or 701 under the Securities Act, which rules are described below.

Our affiliates hold 18,887,708 shares subject to the lock-up agreements, which shares will be eligible for sale in the public market at various times beginning 180 days after the date of effectiveness of the registration statement of which this prospectus forms a part pursuant to Rules 144 and 701.

Rule 144

Under Rule 144, in general, persons who became the beneficial owner of shares of our common stock prior to the completion of this offering may not sell their shares until the earlier of (i) the expiration of a six-month holding period, if we have been subject to the reporting requirements of the Exchange Act and have filed all required reports for at least 90 days prior to the date of the sale, or (ii) the expiration of a one-year holding period.

At the expiration of the six-month holding period, a person who was not one of our affiliates at any time during the three months preceding a sale would be entitled to sell an unlimited number of shares of our common stock provided current public information about us is available, and a person who was one of our affiliates at any time during the three months preceding a sale would be entitled to sell within any three-month period only a number of shares of common stock that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume of our common stock on the NYSE during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

At the expiration of the one-year holding period, a person who was not one of our affiliates at any time during the three months preceding a sale would be entitled to sell an unlimited number of shares of our common stock without restriction. A person who was one of our affiliates at any time during the three months preceding a sale would remain subject to the volume restrictions described above.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

In general, under Rule 701, any of our employees, directors, officers, consultants or advisors who purchased shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date

of this offering, or who purchased shares from us after that date upon the exercise of options granted before that date, are eligible to resell such shares in reliance upon Rule 144 beginning 90 days after the date of this prospectus. If such person is not an affiliate, the sale may be made subject only to the manner-of-sale restrictions of Rule 144. If such a person is an affiliate, the sale may be made under Rule 144 without compliance with its one-year minimum holding period, but subject to the other Rule 144 restrictions.

Options and Warrants

Upon the completion of this offering, stock options to purchase a total of 2,099,300 shares of our common stock will be outstanding with a weighted average per share exercise price of $6.18. We have reserved 3,500,000 shares of common stock for issuance pursuant to our 2012 Long-Term Incentive Plan. This number is subject to increase on an annual basis and subject to increase for shares of stock subject to awards under our prior equity plans that expire unexercised or otherwise do not result in the issuance of shares subject to the award. Upon the completion of this offering, warrants to purchase a total of 105,000 shares of our common stock will be outstanding with a weighted average per share exercise price of $1.79. In general, under Rule 701 of the Securities Act as currently in effect, any of our employees, consultants or advisors who purchase shares of our common stock from us pursuant to options granted prior to the completion of this offering under one of our current or former stock option plans or other written agreement is eligible to resell those shares 90 days after the effective date of this offering in reliance on Rule 144, but without compliance with some of the restrictions, including the holding period, contained in Rule 144. Additionally, following the completion of this offering, we intend to file one or more registration statements on Form S-8 under the Securities Act to register shares of our common stock issued or reserved for issuance under our 2000 Stock Option Plan and 2012 Long-Term Incentive Plan. The first such registration statement is expected to be filed soon after the date of this prospectus and will automatically become effective upon filing with the SEC. Accordingly, shares registered under such registration statement will be available for sale in the open market following the effective date, unless such shares are subject to vesting restrictions with us, Rule 144 restrictions applicable to our affiliates or the lock-up restrictions described below.

Lock-Up Agreements

We, each of our officers and directors, and all of our other shareholders have agreed, subject to certain exceptions, with the underwriters not to dispose of or hedge any of the shares of common stock or securities convertible into or exchangeable for shares of common stock during the period ending 180 days after the effectiveness of the registration statement of which this prospectus forms a part without the prior written consent of Jefferies & Company, Inc. and Piper Jaffray & Co., except, in our case, for the issuance of common stock upon either the exercise of outstanding warrants or the exercise of options under existing option plans, the grant of equity awards under existing option plans, and certain other exceptions. Jefferies & Company, Inc. and Piper Jaffray & Co. may, in their sole discretion, release any of these shares from these restrictions at any time upon providing notice as required by applicable FINRA rules. Jefferies & Company, Inc. and Piper Jaffray & Co. have advised us that there are no specific criteria for the waiver of the lock-up restrictions. See “Underwriting.”

Registration Rights

Certain of our shareholders have registration rights pursuant to an amended and restated investors’ rights agreement amongst the company and those shareholders. See “Description of Capital Stock” for a more detailed description of registration rights.

Certain U.S. Federal Income Tax Consequences to Non-U.S. Holders

The following is a summary of material U.S. federal income and estate tax consequences of the purchase, ownership and disposition of our common stock to a non-U.S. holder that purchases shares of our common stock in this offering. For purposes of this summary, a "non-U.S. holder" means a beneficial owner of our common stock that is, for U.S. federal income tax purposes:

- a nonresident alien individual;
- a foreign corporation or an entity treated as a foreign corporation for U.S. federal income tax purposes;
- a foreign estate; or
- a foreign trust.

In the case of a holder that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of a partner in such partnership generally will depend upon the status of the partner and the activities of the partner and the partnership. If you are a partner in a partnership holding our common stock, then you should consult your own tax advisor.

This summary is based upon the provisions of the U.S. Internal Revenue Code of 1986, as amended, which we refer to as the Code, the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those summarized below. We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary. We have not sought and do not plan to seek any ruling from the U.S. Internal Revenue Service, which we refer to as the IRS, with respect to statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with our statements and conclusions.

This summary does not address all aspects of U.S. federal income taxes that may be relevant to non-U.S. holders in light of their personal circumstances, and does not deal with federal taxes other than the U.S. federal income tax or estate tax or with non-U.S., state or local tax considerations. Special rules, not discussed here, may apply to certain non-U.S. holders, including:

- U.S. expatriates;
- controlled foreign corporations;
- passive foreign investment companies;
- corporations that accumulate earnings to avoid U.S. federal income tax; and
- investors in pass-through entities that are subject to special treatment under the Code.

Such non-U.S. holders should consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them.

This summary applies only to a non-U.S. holder that holds our common stock as a capital asset (within the meaning of Section 1221 of the Code).

If you are considering the purchase of our common stock, you should consult your own tax advisor concerning the particular U.S. federal income tax consequences to you of the purchase, ownership and disposition of our common stock, as well as the consequences to you arising under U.S. tax laws other than the federal income tax law or under the laws of any other taxing jurisdiction.

Dividends

As discussed under the section entitled "Dividend Policy" above, we do not currently anticipate paying dividends. In the event that we do make a distribution of cash or property with respect to our common stock, any such distributions will be treated as a dividend for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Dividends paid to you generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be

specified by an applicable income tax treaty. However, dividends that are effectively connected with your conduct of a trade or business within the United States and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment, are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to U.S. federal income tax on a net income basis in the same manner as if you were a United States person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

If the amount of a distribution paid on our common stock exceeds our current and accumulated earnings and profits, such excess will be allocated ratably among each share of common stock with respect to which the distribution is paid and treated first as a tax-free return of capital to the extent of your adjusted tax basis in each such share, and thereafter as capital gain from a sale or other disposition of such share of common stock that is taxed to you as described below under the heading "—Gain on Disposition of Common Stock".

If you wish to claim the benefit of an applicable treaty rate to avoid or reduce withholding of U.S. federal income tax for dividends, then you must (a) provide the withholding agent with a properly completed IRS Form W-8BEN (or other applicable form) and certify under penalties of perjury that you are not a U.S. person as defined under the Code and are eligible for treaty benefits, or (b) if our common stock is held through certain foreign intermediaries, satisfy the relevant certification requirements of applicable U.S. Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that act as intermediaries (including partnerships).

If you are eligible for a reduced rate of U.S. federal income tax pursuant to an income tax treaty, then you may obtain a refund of any excess amounts withheld by filing timely an appropriate claim for refund with the IRS.

Gain on Disposition of Common Stock

You generally will not be subject to U.S. federal income tax with respect to gain realized on the sale or other taxable disposition of our common stock, unless:

- the gain is effectively connected with your trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to your United States permanent establishment);
- if you are an individual, you are present in the United States for 183 days or more in the taxable year of the sale or other taxable disposition, and certain other conditions are met; or
- we are or have been during a specified testing period a "U.S. real property holding corporation" for U.S. federal income tax purposes, and certain other conditions are met.

We believe that we have not been and are not, and we do not anticipate becoming, a "U.S. real property holding corporation" for U.S. federal income tax purposes.

If you are an individual non-U.S. holder described in the first bullet point immediately above, you will be subject to tax on the net gain derived from the sale at generally applicable United States federal income tax rates, subject to an applicable income tax treaty providing otherwise. If you are an individual non-U.S. holder described in the second bullet point immediately above, you will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses, even though you are not considered a resident of the United States. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a United States person as defined under the Code and, in addition, if a corporation, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

Federal Estate Tax

Common stock held by an individual non-U.S. holder at the time of death will be included in such holder's gross estate for U.S. federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding Tax

We must report annually to the IRS and to you the amount of dividends paid to you and the amount of tax, if any, withheld with respect to such dividends, regardless of whether withholding was required. The IRS may make this information available to the tax authorities in the country in which you are resident.

In addition, you may be subject to information reporting requirements and backup withholding tax (currently at a rate of 28%) with respect to dividends paid on, and the proceeds of disposition of, shares of our common stock, unless, generally, you certify under penalties of perjury (usually on IRS Form W-8BEN) that you are not a U.S. person or you otherwise establish an exemption. Additional rules relating to information reporting requirements and backup withholding tax with respect to payments of the proceeds from the disposition of shares of our common stock are as follows:

- If the proceeds are paid to or through the U.S. office of a broker, the proceeds generally will be subject to backup withholding tax and information reporting, unless you certify under penalties of perjury (usually on IRS Form W-8BEN) that you are not a U.S. person (and we do not have actual knowledge or reason to know that you are a U.S. person) or you otherwise establish an exemption.
- If the proceeds are paid to or through a non-U.S. office of a broker that is not a U.S. person and is not a foreign person with certain specified U.S. connections (a "U.S.-related person"), information reporting and backup withholding tax generally will not apply.
- If the proceeds are paid to or through a non-U.S. office of a broker that is a U.S. person or a U.S.-related person, the proceeds generally will be subject to information reporting (but not to backup withholding tax), unless you certify under penalties of perjury (usually on IRS Form W-8BEN) that you are not a U.S. person or you otherwise establish an exemption.

Any amounts withheld under the backup withholding tax rules may be allowed as a refund or a credit against your U.S. federal income tax liability, provided the required information is timely furnished by you to the IRS.

Additional Withholding Requirements

Under recently enacted legislation, the relevant withholding agent may be required to withhold 30% of any dividends and the proceeds of a sale of our common stock paid after December 31, 2012 to (i) a foreign financial institution unless such foreign financial institution agrees to verify, report and disclose its U.S. accountholders to the IRS and meets certain other specified requirements or is otherwise exempt from such withholding or (ii) a non-financial foreign entity that is the beneficial owner of the payment unless such entity certifies with the relevant withholding agent that it does not have any substantial United States owners or provides the name, address and taxpayer identification number of each substantial United States owner and such entity meets certain other specified requirements, or is otherwise exempt from withholding.

THE SUMMARY OF MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSEQUENCES ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. POTENTIAL PURCHASERS OF OUR COMMON STOCK ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE U.S. FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSIDERATIONS OF PURCHASING, OWNING AND DISPOSING OF OUR COMMON STOCK.

Underwriting

Subject to the terms and conditions set forth in the underwriting agreement to be dated on or about , 2012, between us and Jefferies & Company, Inc. and Piper Jaffray & Co., as representatives of the several underwriters, we have agreed to sell to the underwriters and the underwriters have severally agreed to purchase from us, the number of shares of our common stock indicated in the table below:

Underwriter	Number of Shares of Common Stock
Jefferies & Company, Inc.	
Piper Jaffray & Co.	
William Blair & Company, L.L.C.	
Craig-Hallum Capital Group LLC	
Total	4,300,000

Jefferies & Company, Inc. and Piper Jaffray & Co. are acting as joint book-running managers of this offering.

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares if any of them are purchased, other than those shares covered by the over-allotment option described below. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that they currently intend to make a market in our common stock. However, the underwriters are not obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for our common stock.

The underwriters are offering the shares of our common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that they do not intend to confirm sales to any account over which they exercise discretionary authority.

Commission and Expenses

The underwriters have advised us that they propose to offer the shares of our common stock to the public at the initial public offering price set forth on the cover of this prospectus and to certain dealers at that price less a concession not in excess of $ per share. The underwriters may allow, and certain dealers may reallow, a discount from the concession not in excess of $ per share to certain brokers and dealers. After the offering, the initial public offering price, concession and reallowance to dealers may be reduced by the representatives. No such reduction will change the amount of proceeds to be received by us as set forth on the cover of this prospectus.

The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Per Share		Total	
	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares
Public offering price	$	$	$	$
Underwriting discounts and commissions payable by us	$	$	$	$
Proceeds to us, before expenses	$	$	$	$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately $2,000,000.

Determination of Offering Price

Prior to the offering, there has not been a public market for our common stock. Consequently, the initial public offering price for our common stock will be determined by negotiations between us and the underwriters. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which our common stock will trade in the public market subsequent to the offering or that an active trading market for our common stock will develop and continue after the offering.

Listing

We have applied to have our common stock approved for listing on the NYSE under the trading symbol "PRLB."

Option to Purchase Additional Shares

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of 645,000 additional shares of our common stock at the public offering price set forth on the cover of this prospectus, less underwriting discounts and commissions. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares proportionate to that underwriter's initial purchase commitment as indicated in the table above. This option may be exercised only if the underwriters sell more shares than the total number set forth on the cover of this prospectus.

No Sales of Similar Securities

We, our officers and directors, and the holders of substantially all of our outstanding capital shares and other securities have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer, contract or grant any option to sell (including any short sale), pledge, transfer, establish an open "put equivalent position" within the meaning of Rule 16a-l(h) under the Exchange Act, or
- otherwise dispose of any shares of our common stock, options or warrants to acquire shares of our common stock, or securities exchangeable or exercisable for or convertible into shares of our common stock currently or hereafter owned either of record or beneficially, or
- publicly announce an intention to do any of the foregoing for a period of 180 days after the date of this prospectus without the prior written consent of Jefferies & Company, Inc. and Piper Jaffray & Co.

These restrictions terminate after the close of trading of the shares of our common stock on and including the 180th day after the date of this prospectus. However, subject to certain exceptions, in the event that either:

- during the last 17 days of the 180-day restricted period, we issue an earnings release or material news or a material event relating to us occurs, or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day restricted period,

then in either case the expiration of the 180-day restricted period will be extended until the expiration of the 18-day period beginning on the date of the issuance of an earnings release or the occurrence of the material news or event, as applicable, unless Jefferies & Company, Inc. and Piper Jaffray & Co. waive, in writing, such an extension.

Jefferies & Company, Inc. and Piper Jaffray & Co. may, in their sole discretion and at any time or from time to time before the termination of the 180-day period, without public notice, release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our shareholders who will execute a lock-up agreement, providing consent to the sale of shares prior to the expiration of the restricted period.

Stabilization

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in transactions, including over-allotment, stabilizing bids, syndicate covering transactions or the imposition of penalty bids, which may have the effect of stabilizing or maintaining the market price of our common stock at a level above that which might otherwise prevail in the open market. Over-allotment involves syndicate sales in excess of the offering size, which creates a syndicate short position. Establishing short sales positions may involve either “covered” short sales or “naked” short sales.

“Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of our common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our common stock or purchasing shares of our common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

“Naked” short sales are sales in excess of the option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of our common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of our common stock. A syndicate covering transaction is the bid for or the purchase of shares of our common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling concession otherwise accruing to a syndicate member in connection with the offering if shares of our common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we nor the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or on websites or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of our common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Affiliations

The underwriters and certain of their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer. The underwriters and certain of their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Investors

European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, or the Relevant Implementation Date, no offer of any securities which are the subject of the offering contemplated by this prospectus has been or will be made to the public in that Relevant Member State other than any offer where a prospectus has been or will be published in relation to such securities that has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the relevant competent authority in that Relevant Member State in accordance with the Prospectus Directive, except that with effect from and including the Relevant Implementation Date, an offer of such securities may be made to the public in that Relevant Member State:

(a) to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the underwriters for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of securities shall require us or any of the underwriters to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe the securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Switzerland

The securities which are the subject of the offering contemplated by this prospectus may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX, or on any other stock exchange or regulated trading facility in Switzerland. This prospectus has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. None of this prospectus or any other offering or marketing material relating to the securities or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

None of this prospectus or any other offering or marketing material relating to the offering, us or the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this prospectus will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA, or FINMA, and the offer of securities has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of the securities.

United Kingdom

This prospectus is only being distributed to, and are only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion)

Order 2005, as amended, or the Order, and/or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated (each such person being referred to as a "relevant person").

This prospectus and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on these documents or any of their contents.

Australia

This prospectus is not a disclosure document for the purposes of Australia's Corporations Act 2001 (Cth) of Australia, or Corporations Act, have not been lodged with the Australian Securities & Investments Commission and is only directed to the categories of exempt persons set out below. Accordingly, if you receive this prospectus in Australia:

A. You confirm and warrant that you are:

- a "sophisticated investor" under section 708(8)(a) or (b) of the Corporations Act;
- a "sophisticated investor" under section 708(8)(c) or (d) of the Corporations Act and that you have provided an accountant's certificate to us which complies with the requirements of section 708(8)(c)(i) or (ii) of the Corporations Act and related regulations before the offer has been made; or
- a "professional investor" within the meaning of section 708(11)(a) or (b) of the Corporations Act.

To the extent that you are unable to confirm or warrant that you are an exempt sophisticated investor or professional investor under the Corporations Act, any offer made to you under this prospectus is void and incapable of acceptance.

B. You warrant and agree that you will not offer any of the securities issued to you pursuant to this prospectus for resale in Australia within 12 months of those securities being issued unless any such resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act.

Hong Kong

No securities have been offered or sold, and no securities may be offered or sold, in Hong Kong, by means of any document, other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent; or to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32) of Hong Kong. No document, invitation or advertisement relating to the securities has been issued or may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted under the securities laws of Hong Kong) other than with respect to securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.

This prospectus has not been registered with the Registrar of Companies in Hong Kong. Accordingly, this prospectus may not be issued, circulated or distributed in Hong Kong, and the securities may not be offered for subscription to members of the public in Hong Kong. Each person acquiring the securities will be required, and is deemed by the acquisition of the securities, to confirm that he is aware of the restriction on offers of the securities described in this prospectus and any other relevant offering documents and that he is not acquiring, and has not been offered any securities in circumstances that contravene any such restrictions.

Japan

The offering has not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 of Japan, as amended), or FIEL, and the underwriters will not offer or sell any securities,

directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means, unless otherwise provided herein, any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEL and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

This prospectus has not been and will not be lodged or registered with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or the invitation for subscription or purchase of the securities may not be issued, circulated or distributed, nor may the securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any member of the public in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person as defined under Section 275(2), or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions, specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of any other applicable provision of the SFA.

Where the securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor as defined under Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for six months after that corporation or that trust has acquired the Offer Shares under Section 275 of the SFA except:

(i) to an institutional investor under Section 274 of the SFA or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than $200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions, specified in Section 275 of the SFA;

(ii) where no consideration is given for the transfer; or

(iii) where the transfer is by operation of law.

Market and Industry Data

Unless otherwise indicated, information contained in this prospectus concerning our industry, including our market opportunity, is based on information from independent industry analysts, third-party sources and management estimates. Management estimates are derived from publicly-available information released by independent industry analysts and third party sources, as well as data from our internal research, and are based on assumptions made by us based on such data and our knowledge of such industry and market, which we believe to be reasonable. In addition, while we believe the market opportunity information included in this prospectus is generally reliable and is based on reasonable assumptions, such data involves risks and uncertainties and are subject to change based on various factors, including those discussed under the heading “Risk Factors.”

Legal Matters

The validity of the common stock offered hereby will be passed upon for us by Faegre Baker Daniels LLP, Minneapolis, Minnesota. Cooley LLP, San Francisco and San Diego, California is counsel to the underwriters in connection with this offering.

Experts

The consolidated financial statements of Proto Labs, Inc. at December 31, 2010 and 2011, and for each of the three years in the period ended December 31, 2011, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The market data of Jon Peddie Research appearing in this prospectus and registration statement is included in reliance upon The Worldwide CAD Market Report 2010 by Jon Peddie Research given on the authority of such firm as experts in market research.

Where You Can Find Additional Information

We have filed with the SEC a registration statement on Form S-1 under the Securities Act that registers the shares of our common stock to be sold in this offering. The registration statement, including the attached exhibits, contains additional relevant information about us and our common stock. The rules and regulations of the SEC allow us to omit from this document certain information included in the registration statement.

You may read and copy the reports and other information we file with the SEC at the SEC’s Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may also obtain copies of this information by mail from the public reference room of the SEC, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. You may obtain information regarding the operation of the public reference room by calling 1-800-SEC-0330. The SEC also maintains a website that contains reports, proxy statements and other information about issuers, like us, who file electronically with the SEC. The address of that website is http://www.sec.gov. This reference to the SEC’s website is an inactive textual reference only and is not a hyperlink.

Upon the completion of this offering, we will become subject to the reporting, proxy and information requirements of the Exchange Act and, as a result, will be required to file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC’s public reference room and the website of the SEC referred to above, as well as on our website, www.protolabs.com. This reference to our website is an inactive textual reference only and is not a hyperlink. The contents of our website are not part of this prospectus, and you should not consider the contents of our website in making an investment decision with respect to our common stock.

PROTO LABS, INC.

Index to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

The Board of Directors and Shareholders
Proto Labs, Inc.

We have audited the accompanying consolidated balance sheets of Proto Labs, Inc. as of December 31, 2010 and 2011, and the related consolidated statements of operations, shareholders' equity (deficit), and cash flows for each of the three years in the period ended December 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Proto Labs, Inc. at December 31, 2010 and 2011 and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2011, in conformity with U.S. generally accepted accounting principles.

Minneapolis, Minnesota
February 1, 2012, except as to Note 17 as
to which the date is , 2012

The foregoing report is in the form in which it will be signed upon completion of the stock split as described in Note 17 to the consolidated financial statements.

/s/ Ernst & Young LLP

Minneapolis, Minnesota
February 10, 2012

Proto Labs, Inc.

Consolidated Balance Sheets

	December 31,		Pro Forma Shareholders' Equity at December 31, 2011 (Note 2)
	2010	2011	(unaudited)
	(in thousands, except share and per share amounts)		
Assets			
Current assets			
Cash and cash equivalents	$ 6,101	$ 8,135	
Short-term marketable securities	750	250	
Accounts receivable, net of allowance for doubtful accounts of $158 and $97 as of December 31, 2010 and 2011, respectively	8,373	11,533	
Inventory	1,606	3,797	
Prepaid expenses and other current assets	1,835	3,430	
Deferred tax assets	222	932	
Total current assets	18,887	28,077	
Property and equipment, net	19,467	34,249	
Total assets	$ 38,354	$ 62,326	
Liabilities, redeemable convertible stock and shareholders' equity (deficit)			
Current liabilities			
Accounts payable	$ 2,755	$ 4,431	
Accrued compensation	1,706	4,767	
Accrued liabilities and other	260	318	
Income taxes payable	—	33	
Current portion of long-term debt obligations	3,742	390	
Total current liabilities	8,463	9,939	
Deferred tax liability	1,311	4,252	
Long-term debt obligations	1,290	613	
Other	666	871	
Redeemable convertible stock			
Redeemable convertible preferred stock, $0.001 par value, authorized 427,985 shares; issued and outstanding 427,985 shares as of December 31, 2010 and 2011 and no shares as of December 31, 2011 pro forma	61,896	66,075	$ —
Redeemable common stock, $0.001 par value, issued and outstanding 3,189,648 shares as of December 31, 2010 and 2011 and no shares as of December 31, 2011 pro forma	819	819	—
Shareholders' equity (deficit)			
Common stock, $0.001 par value, authorized 150,000,000 shares; issued and outstanding 8,013,250, 9,706,270 and 18,887,708 shares as of December 31, 2010 and 2011 and December 31, 2011 pro forma	8	10	19
Additional paid in capital	5,896	8,229	75,114
Accumulated deficit	(41,537)	(27,744)	(27,744)
Accumulated other comprehensive loss	(458)	(738)	(738)
Total shareholders' equity (deficit)	(36,091)	(20,243)	$ 46,651
Total liabilities, redeemable convertible preferred stock, redeemable common stock and shareholders' equity (deficit)	$ 38,354	$ 62,326	

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

Proto Labs, Inc.

Consolidated Statements of Operations

	Year Ended December 31,		
	2009	2010	2011
	(in thousands, except per share amounts)		
Statements of Operations:			
Revenue	$ 43,833	$ 64,919	$ 98,939
Cost of revenue	18,559	25,443	39,324
Gross profit	25,274	39,476	59,615
Operating expenses:			
Marketing and sales	8,262	10,867	15,752
Research and development	3,140	4,281	5,222
General and administrative	5,965	7,629	11,772
Loss on impairment of foreign subsidiary assets	—	773	—
Total operating expenses	17,367	23,550	32,746
Income from operations	7,907	15,926	26,869
Other income (expense), net	(517)	(213)	(114)
Income before income taxes	7,390	15,713	26,755
Provision for income taxes	3,167	4,762	8,783
Net income	4,223	10,951	17,972
Less: dividends on redeemable preferred stock	(4,180)	(4,179)	(4,179)
Less: undistributed earnings allocated to preferred shareholders	(16)	(2,377)	(4,507)
Net income attributable to common shareholders	$ 27	$ 4,395	$ 9,286
Net income per share attributable to common shareholders:			
Basic	$ 0.00	$ 0.40	$ 0.75
Diluted	$ 0.00	$ 0.34	$ 0.67
Weighted average shares outstanding:			
Basic	10,564,946	11,079,432	12,352,004
Diluted	13,201,762	13,051,458	13,939,072
Pro forma net income per share (unaudited)			
Basic		$ 0.64	$ 0.98
Diluted		$ 0.58	$ 0.90
Pro forma weighted average shares outstanding used in computing net income per share (unaudited)			
Basic		17,071,222	18,343,794
Diluted		19,043,248	19,930,862

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

Proto Labs, Inc.

Consolidated Statements of Shareholders' Equity (Deficit)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount				
	(in thousands, except share amounts)					
Balance at January 1, 2009	7,327,922	$ 7	$ 5,230	$ (48,352)	$ (396)	$ (43,511)
Common shares issued upon exercise of options	70,000	—	35	—	—	35
Preferred stock dividends	—	—	—	(4,180)	—	(4,180)
Stock-based compensation expense	—	—	245	—	—	245
Other comprehensive income:						
Net income	—	—	—	4,223	—	4,223
Foreign currency translation adjustment	—	—	—	—	152	152
Comprehensive income						4,375
Balance at December 31, 2009	7,397,922	7	5,510	(48,309)	(244)	(43,036)
Common shares issued upon exercise of options	615,328	1	55	—	—	56
Preferred stock dividends	—	—	—	(4,179)	—	(4,179)
Stock-based compensation expense	—	—	331	—	—	331
Other comprehensive income:						
Net income	—	—	—	10,951	—	10,951
Foreign currency translation adjustment	—	—	—	—	(214)	(214)
Comprehensive income						10,737
Balance at December 31, 2010	8,013,250	8	5,896	(41,537)	(458)	(36,091)
Common shares issued upon exercise of options	166,838	—	706	—	—	706
Common shares issued upon exercise of warrants	1,526,182	2	497	—	—	499
Preferred stock dividends	—	—	—	(4,179)	—	(4,179)
Stock-based compensation expense	—	—	1,130	—	—	1,130
Other comprehensive income:						
Net income	—	—	—	17,972	—	17,972
Foreign currency translation adjustment	—	—	—	—	(280)	(280)
Comprehensive income						17,692
Balance at December 31, 2011	9,706,270	$ 10	$ 8,229	$ (27,744)	$ (738)	$ (20,243)

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

Proto Labs, Inc.

Consolidated Statements of Cash Flows

	Year Ended December 31,		
	2009	2010	2011
	(in thousands)		
Operating activities			
Net income	$ 4,223	$10,951	$ 17,972
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,907	3,483	4,264
Compensation expense related to stock options	245	331	1,130
Deferred taxes	679	561	2,230
Excess tax benefit from stock-based compensation	—	—	(657)
Loss on impairment of foreign subsidiary assets	—	773	—
Loss (gain) on disposal of property and equipment	84	26	(10)
Changes in operating assets and liabilities:			
Accounts receivable	920	(2,993)	(3,457)
Inventories	(44)	(537)	(2,195)
Prepaid expenses and other	34	(801)	(591)
Income taxes	82	(104)	37
Accounts payable	(462)	1,148	1,545
Accrued liabilities and other	(273)	1,174	3,267
Net cash provided by operating activities	8,395	14,012	23,535
Investing activities			
Proceeds from sale of property and equipment	61	30	—
Purchases of property and equipment	(5,086)	(7,069)	(19,003)
Purchases of marketable securities	(5,750)	(1,504)	—
Proceeds from sale of marketable securities	6,002	2,502	500
Net cash used in investing activities	(4,773)	(6,041)	(18,503)
Financing activities			
Proceeds from issuance of debt	1,015	417	—
Payments on debt	(4,457)	(4,702)	(4,049)
Proceeds from exercises of warrants and stock options	35	56	547
Excess tax benefit from stock-based compensation	—	—	657
Net cash used in financing activities	(3,407)	(4,229)	(2,845)
Effect of exchange rate changes on cash	(170)	(344)	(153)
Net increase in cash and cash equivalents	45	3,398	2,034
Cash and cash equivalents, beginning of period	2,658	2,703	6,101
Cash and cash equivalents, end of period	$ 2,703	$ 6,101	$ 8,135
Supplemental cash flow disclosure			
Cash paid for interest	$ 347	$ 256	$ 140
Cash paid for taxes	$ 2,338	$ 4,663	$ 5,358

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

Proto Labs, Inc.

Notes to Consolidated Financial Statements

1. Nature of Business

Organization and business

Proto Labs, Inc. and its subsidiaries (Proto Labs or the Company) is an online and technology-enabled manufacturer of quick-turn computer numerical control (CNC) machined and injection molded custom parts for prototyping and short-run production. The Company's customers are product developers worldwide who require a faster and less expensive way to obtain low volumes of parts. The Company's proprietary technology eliminates most of the time-consuming and expensive skilled labor conventionally required to quote and manufacture parts in low volumes, and its customers conduct nearly all of their business with the Company over the Internet. The Company targets its services to the millions of product developers who use three-dimensional (3D) computer-aided design (CAD) software to design products across a diverse range of end-markets. The Company has established operations in the United States, Europe and Japan, which the Company believes, are three of the largest geographic markets where these product developers are located. The Company's primary manufacturing services currently include Firstcut, which is a CNC machining service, and Protomold, which is a plastic injection molding service. Proto Labs, Inc. is located in Maple Plain, Minnesota. The Company's subsidiaries, Proto Labs Limited and Proto Labs G.K. are located in Telford, United Kingdom and Ebina City, Kanagawa, Japan, respectively.

2. Summary of Significant Accounting Policies

Financial information

Upon the consummation of the initial public offering contemplated by the Company, all of the outstanding shares of convertible preferred stock will automatically convert into shares of common stock. The December 31, 2011 consolidated pro forma shareholders' equity has been prepared assuming the conversion of the redeemable convertible preferred stock outstanding into 5,991,790 shares of common stock, and the redemption rights associated with the redeemable common stock being extinguished resulting in the reclassification of 3,189,648 shares of common stock into Shareholders' Equity.

Principles of consolidation

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries, Proto Labs Limited and Proto Labs G.K. All significant intercompany accounts and transactions have been eliminated in consolidation.

Accounting estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and related disclosures at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and cash equivalents

Cash and cash equivalents include cash and other highly liquid investments with maturities of three months or less at the date of purchase. Cash equivalents are stated at fair value. The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses on such accounts.

Accounts receivable and allowance for doubtful accounts

Accounts receivable are reported at face amount less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts based on a combination of specific customer circumstances and credit conditions taking into account the history of write-offs

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

2. Summary of Significant Accounting Policies (continued)

and collections. A receivable is considered past due if payment has not been received within the period agreed upon in the invoice. Accounts receivable are written off after all collection efforts have been exhausted. Recoveries of trade receivables previously written off are recorded when received. The Company also records a provision for estimated product returns and allowances in the period in which the related revenue is recorded. This provision against current gross revenue is based principally on historical rates of sales returns.

Inventory

Inventory consists primarily of raw materials, which are recorded at the lower of cost or market, using the average-cost method, which approximates first-in, first-out (FIFO) cost. The Company periodically reviews its inventory for slow-moving, damaged and discontinued items and provides allowances to reduce such items identified to their recoverable amounts.

Property, equipment and leasehold improvements

Property, equipment and leasehold improvements are stated at cost. Major improvements that substantially extend an asset's useful life are capitalized. Repairs, maintenance and minor improvements are charged to operations as incurred. Depreciation, including amortization of leasehold improvements and assets recorded under capital leases, is calculated using the straight-line method over the estimated useful lives of the individual assets and ranges from 3 to 39 years. Manufacturing equipment is depreciated over 3 to 7 years, office furniture and equipment are depreciated over 3 to 7 years, computer hardware and software are depreciated over 3 to 5 years, building costs are depreciated over 39 years, leasehold improvements are depreciated over the estimated lives of the related assets or the life of the lease, whichever is shorter, and building and land improvements are depreciated over 10 to 39 years. Assets not in service are not depreciated until the related asset is put into use.

Accounting for long-lived assets

The Company periodically reviews the carrying amount of its property, equipment and leasehold improvements to determine if circumstances exist indicating an impairment or if depreciation periods should be modified. If facts or circumstances support the possibility of impairment, the Company will prepare a projection of the undiscounted future cash flows of the specific assets to determine if the assets are recoverable. If an impairment exists based on these projections, an impairment adjustment will be made to reduce the carrying amount of the specific assets to fair value.

Revenue recognition

The Company recognizes revenue when it is realized or realizable and earned when all of the following criteria are met: persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price to the buyer is fixed or determinable, and collectability is reasonably assured. Revenue is recognized upon transfer of title and risk of loss, which is generally upon the shipment of parts. Mold revenue is recognized upon the shipment of the parts made from the mold. Freight billed to customers is included in revenues, and all freight expenses paid by the Company are included in cost of revenue.

Income taxes

The Company accounts for income taxes in accordance with ASC 740, *Income Taxes*, or ASC 740. Under this method, the Company determines tax assets and liabilities based upon the differences between the financial statement carrying amounts and the tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to affect taxable income. The tax consequences of most events recognized in the current year's financial statements are included in determining income taxes currently payable. However, because tax laws and financial accounting standards differ in their recognition and measurement of assets, liabilities and equity, revenues, expenses, gains and losses, differences arise between the amount of taxable income and pretax

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

2. Summary of Significant Accounting Policies (continued)

financial income for a year and between the tax basis of assets or liabilities and their reported amounts in the financial statements. Because the Company assumes that the reported amounts of assets and liabilities will be recovered and settled, respectively, a difference between the tax basis of an asset or liability and its reported amount in the balance sheet will result in a taxable or a deductible amount in some future years when the related liabilities are settled or the reported amounts of the assets are recovered, giving rise to a deferred tax asset or liability.

ASC 740 also clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements by defining a criterion that an individual tax position must meet for any part of the benefit of that position to be recognized in an enterprise's financial statements. Additionally, ASC 740 provides guidance on measurement, de-recognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Stock-based compensation

The Company accounts for stock-based compensation in accordance with ASC 718, *Compensation—Stock Compensation,* or ASC 718. Under the fair value recognition provisions of ASC 718, the Company measures stock-based compensation cost at the grant date fair value and recognizes the compensation expense over the requisite service period, which is the vesting period, using a straight-line attribution method. The amount of stock-based compensation expense recognized during a period is based on the portion of the awards that are ultimately expected to vest. The Company estimates pre-vesting award forfeitures at the time of grant by analyzing historical data and revises those estimates in subsequent periods if actual forfeitures differ from those estimates. Ultimately, the total expense recognized over the vesting period will only be for those awards that vest. The Company's awards are not eligible to vest early in the event of retirement, however, the awards vest early in the event of a change in control.

In determining the compensation cost of the options granted, the fair value of options granted has been estimated on the date of grant using the Black-Scholes option-pricing model.

Advertising costs

Advertising is expensed as incurred and was approximately $3.5 million, $3.6 million and $5.8 million for the years ended December 31, 2009, 2010 and 2011, respectively.

Research and development

Research and development expenses consist primarily of personnel costs related to the development of new processes and services, enhancement of existing services, quality assurance, and testing. The Company follows ASC 350-40, *Internal Use Software*, or ASC 350-40, in accounting for internally developed software. At December 31, 2009, 2010 and 2011, all internal use software projects were in the post-implementation/operation stage and therefore, no software development costs were capitalized.

Foreign currency translation/transactions

The Company translated the balance sheets of its foreign subsidiaries, Proto Labs Limited and Proto Labs G.K., at period-end exchange rates and the income statement at the average exchange rates in effect throughout the period. The Company has recorded the translation adjustment as a separate component of consolidated shareholders' equity (deficit). Foreign currency transaction gains and losses are recognized in the consolidated statements of operation.

Comprehensive income

Components of comprehensive income include net income and foreign currency translation adjustments. Comprehensive income is disclosed in the accompanying consolidated statements of shareholders' equity (deficit).

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

2. Summary of Significant Accounting Policies (continued)

Net income per common share

Basic and diluted net income or loss per common share is presented in conformity with the two-class method required for participating securities. The holder of the Company's redeemable convertible preferred stock is entitled to receive cumulative dividends at the rate of 8% per annum, payable prior and in preference to any dividends on any shares of the Company's common stock. In addition, in the event a dividend is paid on common stock, the holder of redeemable convertible preferred stock is entitled to a proportionate share of any such dividend as if it was a holder of common stock (on an as-if converted basis). The Company considers its redeemable preferred stock to be participating securities and, in accordance with the two-class method, earnings allocated to preferred stock have been excluded from the computation of basic and diluted net income or loss per common share.

Under the two-class method, net income or loss attributable to common shareholders is determined by allocating undistributed earnings, calculated as net income less current period redeemable convertible preferred stock dividends, between common stock and redeemable convertible preferred stock. In computing diluted net income or loss attributable to common shareholders, undistributed earnings are re-allocated to reflect the potential impact of dilutive securities. Basic net income or loss per common share is computed by dividing the net income or loss attributable to common shareholders by the weighted-average number of common shares outstanding during the period. Diluted net income per share attributable to common shareholders is computed by dividing the net income attributable to common shareholders by the weighted-average number of common shares outstanding, including potentially dilutive common shares.

The following table presents the calculation of net income per basic and diluted share attributable to common shareholders:

	Year Ended December 31,		
	2009	2010	2011
	(In thousands, except share and per share amounts)		
Net Income	$ 4,223	$ 10,951	$ 17,972
Less: dividends on redeemable preferred stock	(4,180)	(4,179)	(4,179)
Less: undistributed earnings allocated to preferred shareholders	(16)	(2,377)	(4,507)
Net income attributable to common shareholders	$ 27	$ 4,395	$ 9,286
Basic shares:			
Weighted average shares used to compute basic net income per share	10,564,946	11,079,432	12,352,004
Diluted shares:			
Effect of potentially dilutive options and warrants	2,636,816	1,972,026	1,587,068
Weighted average shares used to compute diluted net income per share	13,201,762	13,051,458	13,939,072
Net income per share attributable to common shareholders:			
Basic	$ 0.00	$ 0.40	$ 0.75
Diluted	$ 0.00	$ 0.34	$ 0.67

Weighted average diluted shares excludes redeemable convertible preferred stock as it was anti-dilutive for all periods presented.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

2. Summary of Significant Accounting Policies (continued)

The following table sets forth the calculation of unaudited pro forma net income per basic and diluted share which gives effect to the conversion of all outstanding shares of redeemable convertible preferred stock as if the conversion had occurred on January 1, 2010:

	Year Ended December 31,	
	2010	2011
	(unaudited) (in thousands, except share and per share amounts)	
Net income attributable to common shareholders, as reported	$ 4,395	$ 9,286
Dividends on redeemable convertible preferred shares	4,179	4,179
Undistributed earnings allocated to preferred shareholders	2,377	4,507
Pro forma net income	$ 10,951	$ 17,972
Basic weighted average shares outstanding, as reported	11,079,432	12,352,004
Add: common shares from conversion of redeemable convertible preferred shares	5,991,790	5,991,790
Pro forma basic weighted average shares outstanding	17,071,222	18,343,794
Effect of potentially dilutive options and warrants	1,972,026	1,587,068
Pro forma diluted weighted average shares outstanding	19,043,248	19,930,862
Pro forma net income per share		
Basic	$ 0.64	$ 0.98
Diluted	$ 0.58	$ 0.90

Recent accounting pronouncements

In May 2011, FASB issued ASU 2011-04, Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRS, or ASU 2011-04. This accounting update generally aligns the principles for fair value measurements and the related disclosure requirements under U.S. GAAP and International Financial Reporting Standards. From a U.S. GAAP perspective, the amendments are largely clarifications, but some could have a significant effect on certain companies. A number of new disclosures also are required. Except for certain disclosures, the guidance applies to public and nonpublic companies and is to be applied prospectively. For public companies and nonpublic companies, the amendments are effective during interim and annual periods beginning after December 15, 2011. Early adoption by public companies is not permitted. Nonpublic companies may apply the amendments early, but no earlier than for interim periods beginning after December 15, 2011.

In June 2011, FASB issued ASU 2011-05, *Presentation of Comprehensive Income*, or ASU 2011-05. This accounting update requires entities to present items of net income and other comprehensive income either in a single continuous statement, or in separate, but consecutive, statements of net income and other comprehensive income. The new requirements do not change which components of comprehensive income are recognized in net income or other comprehensive income, or when an item of other comprehensive income must be reclassified to net income. However, the current option under existing standards to report other comprehensive income and its components in the statement of changes in equity is eliminated. In addition, the previous option to disclose reclassification adjustments in the notes to the financial statements is also eliminated, as reclassification adjustments will be required to be shown on the face of the statement under the new standard. The updates are effective for fiscal years, and interim periods within those years, beginning after December 15, 2011. Since this standard impacts disclosure requirements only, the Company does not expect its adoption will have a material impact on our consolidated results of operations or financial condition.

Subsequent Events

The Company evaluated subsequent events occurring through February 10, 2012, which is the date the financial statements were available to be issued.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

3. Fair value measurements

ASC 820, *Fair Value Measurement*, or ASC 820, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC 820 also establishes a fair value hierarchy which requires classification based on observable and unobservable inputs when measuring fair value. There are three levels of inputs that may be used to measure fair value:

Level 1—Quoted prices in active markets for identical assets or liabilities.

Level 2—Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Company's cash and equivalents consist of bank deposits. The Company's short-term marketable securities consist of domestic certificates of deposits at various banks and treasury notes. The Company determines the fair value of all investments using Level I inputs.

A summary of financial assets measured at fair value on a recurring basis is as follows:

	Total	Quoted Market Price in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(in thousands)		
December 31, 2009				
Cash and cash equivalents	$2,703	$ 2,703	$ —	$ —
Short-term marketable securities	$1,749	$ 1,749	$ —	$ —
December 31, 2010				
Cash and cash equivalents	$6,101	$ 6,101	$ —	$ —
Short-term marketable securities	$ 750	$ 750	$ —	$ —
December 31, 2011				
Cash and cash equivalents	$8,135	$ 8,135	$ —	$ —
Short-term marketable securities	$ 250	$ 250	$ —	$ —

During 2010, the Company determined certain equipment held by Proto Labs G.K. was impaired. In accordance with ASC 360, *Property, Plant and Equipment*, or ASC 360, the Company adjusted these assets to their estimated fair value. The non-recurring fair value measurement was determined under the market approach using Level II inputs, including estimated selling prices and costs to sell assets of similar age and condition. These assets have been reported at their estimated fair value of $1.3 million at December 31, 2010.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

4. Property and Equipment

Property and equipment consists of the following:

	December 31,	
	2010	2011
	(in thousand)	
Land	$ 1,730	$ 2,830
Buildings and improvements	4,679	8,794
Machinery and equipment	19,325	29,671
Computer hardware and software	3,130	4,102
Leasehold improvements	1,809	1,811
Construction in progress	841	2,521
	31,514	49,729
Accumulated depreciation and amortization	(12,047)	(15,480)
Property and equipment, net	$ 19,467	$ 34,249

Depreciation and amortization expense for the years ended December 31, 2009, 2010 and 2011 was $2.9 million, $3.5 million and $4.3 million, respectively.

During 2010, the Company determined that certain equipment held by Proto Labs G.K. was impaired. This resulted in an impairment charge of $0.8 million for the year ended December 31, 2010.

5. Inventory

The Company's inventory consists of the following:

	December 31,	
	2010	2011
	(in thousands)	
Raw materials	$1,509	$3,463
Work in process	154	418
Total inventory	1,663	3,881
Allowance for obsolescence	(57)	(84)
Inventory, net of allowance	$1,606	$3,797

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

6. Financing Obligations

The Company's debt consists of the following:

	December 31, 2010	December 31, 2011
	(in thousands)	
Equipment note payable to a bank with interest at daily one-month LIBOR plus 1.4%, due in monthly principal payments of $50 plus interest, through June 2012, secured by certain assets of the Company	$ 900	$ —
Term note payable to a bank with interest at daily one-month LIBOR plus 2.0%, due in quarterly principal payments of $833 plus interest monthly, through September 2011, secured by certain assets of the Company	2,500	—
Various obligations under capital leases, with interest rates from 4.5% to 10.3%, dues in various monthly installments, including interest, through various dates through April 2015, secured by equipment	1,632	1,003
	5,032	1,003
Less current portion	3,742	390
	$ 1,290	$ 613

Maturities on long-term debt obligations at December 31, 2011 are as follows:

Years Ending December 31,	(in thousands)
2012	$ 390
2013	284
2014	180
2015	138
2016	11
	$ 1,003

The Company has a revolving line of credit expiring September 30, 2013 (revolving note), if not renewed. Under this revolving note, the Company can borrow a maximum amount of $10,000,000 at an interest rate equal to LIBOR plus 1.5% (1.79% on December 31, 2011). The revolving note is secured by substantially all assets of the Company. The amended credit agreement does not contain a covenant limiting capital expenditures but does limit investments in foreign subsidiaries exceeding $10,000,000 and includes certain financial thresholds such as net income and tangible net worth. As of December 31, 2011, there were no advances outstanding under the revolving note.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

7. Employee Benefit Plans

The Company maintains a 401(k) retirement plan that covers most of its employees. Under the plan, a full-time or regular part-time (over 20 hours/week) employee becomes a participant after completing six months of employment. Employees may elect to contribute up to 50 percent of regular gross pay, subject to federal law limits on the dollar amount that participants may contribute to the plan, each calendar year. The Company matches part of the employee contributions and may make a discretionary contribution to the plan. Total employer contributions were approximately $0.3 million in each of 2009 and 2010 and $0.4 million in 2011.

The Company also sponsors a defined contribution retirement plan that covers the employees of Proto Labs Limited. Total employer contributions were approximately $32,000 and $57,000 for the years ended December 31, 2010 and 2011, respectively. There were no employer contributions to this plan during 2009.

8. Stock-Based Compensation

Under the 2000 Stock Option Plan (the Plan), a total of 6,650,000 shares of common stock of the Company are authorized for the granting of incentive stock options and nonqualified stock options and warrants to various individuals and entities who provide services to the Company or any of its subsidiaries. The Plan is administered by a committee of two or more directors of the Company appointed by the board of directors. The exercise price of any stock options granted is equal to their fair market value per share at the date of the grant. Options and warrants expire 10 years after the date of the grant and are subject to various rights and restrictions contained in the Plan. Options and warrants typically vest on a graded scale over a period of five years.

The Company determines its stock-based compensation in accordance with ASC 718, *Compensation—Stock Compensation*, or ASC 718, which requires the measurement and recognition of compensation expense for all share-based payment awards made to employees and non-employee directors based on fair value.

Determining the appropriate fair value model and calculating the fair value of stock option grants requires the input of highly subjective assumptions. The Company uses the Black-Scholes option pricing model to value its stock option awards. Stock-based compensation expense is calculated using our best estimates, which involve inherent uncertainties and the application of management's judgment. Significant estimates include its expected term, fair value of Company common stock, stock price volatility and forfeiture rates.

The expected term represents the weighted average period that the Company's stock options are expected to be outstanding. The expected term is based on the observed and expected time to post-vesting exercise of options by employees and non-employee directors and considers the impact of post-vesting award forfeitures. The Company estimates the fair value of its common stock using the assistance of an independent third-party valuation specialist using the income and market approach. As the Company has been operating as a private company since inception with a limited market for its stock, the Company has based its assumptions on the volatility of stock price using outside valuation services and an estimate of the volatility of its common stock based on volatility of similar sized public entities. The Company bases the risk-free interest rate that it uses in the Black-Scholes option pricing model on U.S. Treasury instruments with maturities similar to the expected term of the award being valued. The Company has never paid and does not anticipate paying, any cash dividends in the foreseeable future and, therefore, the Company uses an expected dividend yield of zero in the option pricing model. In order to properly attribute compensation expense, the Company is required to estimate pre-vesting forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates. The Company uses historical data to estimate pre-vesting forfeitures and record stock-based compensation expense for those awards that are expected to vest. If the Company's actual forfeiture rate is materially different from its estimate, stock-based compensation expense could be significantly different from what has been recorded. The Company allocates stock-based compensation expense on a straight-line basis over the requisite service period.

Total share-based compensation expense recognized in the Consolidated Statements of Operations was $0.2 million, $0.3 million and $1.1 million in 2009, 2010 and 2011, respectively. The related income tax benefit was $0.0 million, $0.0 million and $0.3 million in 2009, 2010 and 2011, respectively.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

8. Stock-Based Compensation (continued)

The following table provides the assumptions used in the Black-Scholes option pricing model for the years ended December 31, 2009, 2010 and 2011:

	Year Ended December 31,		
	2009	2010	2011
Risk-free interest rate	3.05 - 3.44%	3.35%	3.68%
Expected life (years)	5 - 10	10	5
Expected volatility	39.00 - 48.22%	38.05%	47.32%
Expected dividend yield	0%	0%	0%
Weighted average grant date fair value	$3.16	$4.27	$8.99

The following table summarizes stock option activity and the weighted average exercise price for the years 2009, 2010 and 2011:

	Number of Shares	Weighted Average Exercise Price
Options outstanding at January 1, 2009	1,965,866	$ 1.50
Granted	231,000	5.56
Exercised	(70,000)	0.50
Cancelled	(46,200)	7.43
Options outstanding at December 31, 2009	2,080,666	1.83
Granted	658,000	7.86
Exercised	(615,328)	0.09
Cancelled	(84,000)	4.02
Options outstanding at December 31, 2010	2,039,338	5.25
Granted	224,000	20.07
Exercised	(164,038)	0.29
Cancelled	—	—
Options outstanding at December 31, 2011	2,099,300	$ 6.18
Exercisable at December 31, 2011	1,151,500	$ 3.39

The total intrinsic value of options exercised during 2009, 2010 and 2011 was $0.4 million, $3.4 million and $2.5 million, respectively. The aggregate intrinsic value represents the cumulative difference between the fair market value of the underlying common stock and the option exercise prices.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

8. Stock-Based Compensation (continued)

The following table summarizes information about stock options outstanding at December 31, 2011:

	Options Outstanding, Vested and Expected to Vest			Options Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price ($)	Number Exercisable	Weighted Average Exercise Price ($)
$0.07 to $0.71	396,200	2.10	$ 0.55	396,200	$ 0.55
$1.79 to $3.37	343,000	4.51	2.49	336,000	2.47
$3.67 to $4.27	170,100	5.34	3.75	135,100	3.76
$4.54 to $5.00	147,000	6.29	4.76	88,200	4.76
$5.56	161,000	7.35	5.56	64,400	5.56
$7.86	658,000	8.98	7.86	131,600	7.86
$20.07	224,000	9.48	20.07	—	—

The fair value of share-based payment transactions is recognized in the statements of operations. As of December 31, 2011, there was $4.2 million of total unrecognized compensation cost related to unvested options, which is expected to be recognized over a weighted average period of 3.9 years. The total fair value of options vested was $0.5 million, $1.2 million and $5.6 million in 2009, 2010 and 2011, respectively.

9. Commitments

The Company leases property from third parties. The Company leases a portion of its U.S. facilities, and the lease term expires in July 2017. The Company leases office and manufacturing space in the United Kingdom, and the initial term expires in February 2016. The Company leases an office and manufacturing space in Japan, and its term expires in April 2012. During November 2011, the Company entered into a new lease agreement for a larger office and manufacturing space in Japan, and the initial term expires in November 2021. The Company has the ability to terminate this lease, with no penalty, upon six months' notice.

As a condition of the lease of the UK facility, the Company received a rent holiday for the full year of 2011. The expense related to the full term of the lease is being recognized on a straight-line basis in accordance with ASC 840, *Leases*, or ASC 840.

The Company has acquired capital equipment under capital leases.

Future minimum commitments under non-cancelable leases at December 31, 2011, are as follows:

	Capital Leases	Operating Leases
	(in thousands)	
Years ending:		
2012	$ 433	$ 1,379
2013	319	1,293
2014	207	1,267
2015	144	1,267
2016 and thereafter	10	3,166
Total future minimum lease payments	1,113	$ 8,372
Less interest cost	(110)	
Net present value of minimum lease payments	$1,003	

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

9. Commitments (continued)

Rental expense was approximately $0.8 million, $0.9 million and $0.8 million for the years ended December 31, 2009, 2010 and 2011, respectively.

10. Income Taxes

The provision for income taxes is based on income (loss) before income taxes reported for financial statement purposes. The components of income (loss) before income taxes are as follows:

	Year Ended December 31,		
	2009	2010	2011
	(in thousands)		
United States	$ 8,933	$17,073	$26,699
International	(1,543)	(1,360)	56
Total	$ 7,390	$15,713	$26,755

Significant components of the provision for income taxes for the following periods are as follows:

	December 31,		
	2009	2010	2011
	(in thousands)		
Current:			
Federal	$2,379	$ 3,493	$ 5,560
State	113	185	291
Foreign	231	528	700
Deferred:			
Federal	379	627	2,211
State	30	8	9
Foreign	(987)	(1,227)	(1,018)
Valuation allowance	1,022	1,148	1,029
Total	$3,167	$ 4,762	$ 8,782

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

10. Income Taxes (continued)

A reconciliation of the federal statutory income tax rate to the effective tax rate is as follows:

	Year Ended December 31,		
	2009	2010	2011
Federal tax statutory rate	34.0%	34.0%	35.0%
State tax (net of federal benefit)	2.1	1.0	0.7
Qualified subsidiary election	0.0	(11.0)	(3.8)
Research and development credit	(2.8)	(0.9)	(0.3)
Valuation allowance against deferred tax assets	13.8	7.3	3.8
Foreign rate differential	(2.9)	(1.7)	(0.7)
Tax reserves	0.0	2.3	0.0
Domestic manufacturing deduction	(2.1)	(1.9)	(1.7)
Provision to return	(0.6)	0.5	(0.1)
Miscellaneous	1.3	0.7	(0.1)
Effective income tax rate	42.8%	30.3%	32.8%

Significant components of deferred tax assets and liabilities are as follows:

	December 31,	
	2010	2011
	(in thousands)	
Deferred tax assets:		
Accrued Expenses	$ 108	$ 151
Warrants and stock options	120	353
Intangibles	103	110
Inventories	118	127
Net operating loss	2,241	3,270
Less valuation allowance	(2,241)	(3,270)
Total deferred tax assets	449	741
Deferred tax liabilities:		
Depreciation	(1,538)	(4,061)
Total deferred tax liabilities	(1,538)	(4,061)
Net deferred tax liability	$(1,089)	$(3,320)

The Company has recorded no U.S. deferred taxes related to the undistributed earnings of its non-U.S. subsidiaries as of December 31, 2011. Such amounts are intended to be reinvested outside of the United States indefinitely. It is not practicable to estimate the amount of additional tax that might be payable on the foreign earnings. At December 31, 2009, 2010 and 2011, the Company has accumulated undistributed earnings in non-U.S. subsidiaries of $0.7 million, $1.7 million and $3.6 million, respectively.

The valuation allowances established for foreign subsidiaries are due to lack of sufficient positive evidence to realize the deferred tax assets associated with the net operating losses. At December 31, 2009, 2010 and 2011, the Company has operating loss carry forwards of $2.7 million, $5.5 million and $8.0 million, respectively, which expire

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

10. Income Taxes (continued)

at various times beginning in 2013 through 2018. The Company has established a valuation allowance against these net operating loss carry forwards as it does not believe they will be realizable before expiration. Of these net operating loss carry forwards, $2.5 million have been recognized as a benefit in the U.S. based on a qualified subsidiary election.

The Company has liabilities related to unrecognized tax benefits totaling $0.4 million at December 31, 2010 and December 31, 2011, that if recognized would result in a reduction of the Company's effective tax rate. No liabilities related to unrecognized tax benefits were recognized during 2009. The liabilities were classified as other long-term liabilities in the accompanying consolidated balance sheets. The Company does not anticipate that total unrecognized tax benefits will materially change in the next twelve months. The Company recognizes interest and penalties related to income tax matters in income tax expense and reports the liability in current or long-term income taxes payable as appropriate. A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	Year Ended December 31,	
	2010	2011
	(in thousands)	
Balance at beginning of period	$ —	$392
Gross increases for tax positions of current year	392	—
Gross increases for tax positions of prior years	—	10
Balance at period end	$392	$402

11. Warrants

At December 31, 2009 and 2010, the Company had issued and outstanding fully vested warrants for the purchase of up to 1,526,182 shares of common stock at an exercise price of $0.33 per share and for the purchase of up to 105,000 shares at an exercise price of $1.79 per share. These warrants were held by two executive officers. During 2011, certain of these warrants with an exercise price of $0.33 per share were exercised, resulting in the issuance of 1,526,182 shares of common stock. As of December 31, 2011, common stock warrants to purchase 105,000 shares at an exercise price of $1.79 per share remained outstanding.

12. Redeemable Convertible Preferred Stock

In August 2008, the Company sold 427,985 shares of redeemable convertible preferred stock. The shares are entitled to one vote per equivalent common share. Each share of redeemable convertible preferred stock is convertible at any time at the option of the holder into the same number of shares of common stock of the Company subject to an adjustment for any stock split of the common stock.

The redeemable convertible preferred stock is entitled to receive an 8% annual dividend. The dividends accrue daily, whether or not declared, and are cumulative. These dividends are only payable when and if declared by the board of directors. Upon liquidation and/or sales of the assets of the Company, each holder of redeemable convertible preferred stock shall be entitled to the greater of $122.06, plus any accrued dividends or such amount per share as would have been payable had all shares of redeemable convertible preferred stock been converted into common stock. Upon the successful completion of an initial public offering, all accrued dividends expire.

At any time on or after August 1, 2014, the holders of the redeemable convertible preferred stock have the right to have the Company purchase up to 50% of their shares of redeemable convertible preferred stock then outstanding at a per share purchase price equal to the greater of $122.06 plus any accrued dividends or the fair market value per

share of the shares redeemed. At any time on or after August 1, 2015, the holders of the redeemable convertible preferred stock have the right to have the Company purchase up to 100% of their shares of redeemable convertible preferred stock then outstanding.

13. Redeemable Common Stock

During 2008, the Company executed an Investors' Rights Agreement with certain investors that supplements the Stock Purchase Agreement executed in 2005. The Investors' Rights Agreement provides the investors certain rights, including the right to require the Company to redeem the 3,189,648 shares of common stock owned by the investor at the then current fair market value. The investor may exercise these rights any time after August 2, 2018 and these redemption rights expire upon the completion of an initial public offering of Company securities.

14. Litigation

From time to time, the Company may be subject to various legal proceedings and claims that arise in the ordinary course of its business. Although the results of litigation and claims cannot be predicted with certainty, the Company does not believe it is a party to any litigation the outcome of which, if determined adversely, would individually or in the aggregate be reasonably expected to have a material adverse effect on its business.

15. Segment Information

The Company's operations are comprised of three geographically-based operating segments in the United States, Europe and Japan included in two reportable segments, United States and Europe, and Other. Each operating segment generates revenue by providing low-volume custom parts to product developers worldwide. Operations included in the category "Other" are not considered significant.

Certain operating expenses and total assets managed by the Company on a global basis are included in the United States segment. As a result, reportable segment income from operations is not representative of the income from operations of the geographies in the reportable segments.

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

During 2010, the Company determined that certain equipment held by Proto Labs G.K. was impaired. This resulted in an impairment charge of $0.8 million for the year ended December 31, 2010, which is included in the "Other" segment income from operations, below.

Revenue, income from operations, depreciation and amortization, capital expenditures and total assets by segment are as follows:

	Year Ended December 31,		
	2009	2010	2011
	(in thousands)		
Revenue:			
United States	$35,031	$52,222	$76,634
Europe	8,723	11,607	19,453
Other	79	1,090	2,852
Consolidated	$43,833	$64,919	$98,939
Income from operations:			
United States	$ 9,105	$16,553	$24,553
Europe	1,145	2,250	4,931
Other	(2,343)	(2,877)	(2,615)
Consolidated	$ 7,907	$15,926	26,869
Depreciation and amortization:			
United States	$ 1,952	$ 2,247	$ 3,055
Europe	804	1,024	1,024
Other	151	212	185
Consolidated	$ 2,907	$ 3,483	$ 4,264
Provision for income taxes:			
United States	$ 2,901	$ 4,304	$ 8,071
Europe	266	449	712
Other	—	9	—
Consolidated	$ 3,167	$ 4,762	$ 8,783

	Year Ended December 31,	
	2010	2011
	(in thousands)	
Capital expenditures:		
United States	$5,764	$15,409
Europe	1,008	2,217
Other	297	1,377
Consolidated	$7,069	$19,003

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

	December 31, 2010	December 31, 2011
	(in thousands)	
Total assets:		
United States	$29,551	$47,710
Europe	7,351	10,719
Other	1,452	3,897
Consolidated	$38,354	$62,326

The Company's revenue is derived from two product lines, Protomold injection molding and Firstcut CNC machining. Total revenue by product line is as follows:

	Year Ended December 31, 2009	2010	2011
		(in thousands)	
Revenue			
Protomold	$36,794	$50,690	$74,090
Firstcut	7,039	14,229	24,849
Total revenue	$43,833	$64,919	$98,939

16. Geographic Information

Revenue to external customers based on the billing location of the end user customer and long-lived assets by geography are as follows:

	Year Ended December 31, 2009	2010	2011
		(in thousands)	
Revenue:			
United States	$33,343	$48,059	$73,010
International			
Europe	8,723	11,607	19,453
Other	1,767	5,253	6,476
Total international	10,490	16,860	25,929
Total revenue	$43,833	$64,919	$98,939

	December 31, 2010	December 31, 2011
	(in thousands)	
Long-lived assets:		
United States	$16,476	$28,831
International		
Europe	2,231	3,377
Other	760	2,041
Total international	2,991	5,418
Total long-lived assets	$19,467	$34,249

Proto Labs, Inc.

Notes to Consolidated Financial Statements, Continued

17. Stock Split

The Company intends to execute a 14-for-1 forward stock split of the Company's common stock prior to the effective date of the Company's registration statement for its initial public offering. The consolidated financial statements as of December 31, 2010 and 2011 and for each of the three years in the period ended December 31, 2011 give retroactive effect to the stock split.

4,300,000 Shares

Common Stock

PRELIMINARY PROSPECTUS

Jefferies
Piper Jaffray

William Blair & Company
Craig-Hallum Capital Group

, 2012

Until , 2012 (25 days after the date of this prospectus), all dealers that buy, sell or trade in our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to unsold allotments or subscriptions.

Part II
Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts, expected to be incurred by the registrant in connection with the sale of the common stock being registered. All amounts are estimates except the SEC registration fee, the FINRA filing fee and the NYSE listing fee.

SEC registration fee	$ 11,610
FINRA filing fee	10,500
NYSE listing fee	130,000
Printing and engraving expenses	250,000
Legal fees and expenses	930,000
Accounting fees and expenses	575,000
Transfer agent fees and expenses	5,000
Miscellaneous	87,890
Total	$ 2,000,000

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

We are subject to Minnesota Statutes Chapter 302A, the Minnesota Business Corporation Act, or the Corporation Act. Section 302A.521 of the Corporation Act provides in substance that, unless prohibited by its articles of incorporation or by-laws, a corporation must indemnify an officer or director who is made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by such person in connection with the proceeding, if certain criteria are met. These criteria, all of which must be met by the person seeking indemnification, are (a) that such person has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions; (b) that such person must have acted in good faith; (c) that no improper personal benefit was obtained by such person and such person satisfied certain statutory conflicts of interest provisions, if applicable; (d) that in the case of a criminal proceeding, such person had no reasonable cause to believe that the conduct was unlawful; and (e) that, in the case of acts or omissions occurring in such person's performance in an official capacity, such person must have acted in a manner such person reasonably believed was in the best interests of the corporation or, in certain limited circumstances, not opposed to the best interests of the corporation. In addition, Section 302A.521, subd. 3, requires payment by us, upon written request, of reasonable expenses in advance of final disposition in certain instances. A decision as to required indemnification is made by a majority of the disinterested board of directors present at a meeting at which a disinterested quorum is present, or by a designated committee of disinterested directors, by special legal counsel, by the disinterested shareholders, or by a court.

We also maintain a director and officer insurance policy to cover our company, our directors and our officers against certain liabilities.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this registration statement, we issued the securities indicated below that were not registered under the Securities Act. All share and price information in the table below does reflect the 14-for-1 forward stock split of our common stock that is expected to become effective on February 21, 2012.

Person or Class of Person to whom Securities Sold	Type of Securities	Date of Sale	Common	Total Consideration
Employee/Director Option or Warrant Exercise	Common	06/12/2009	70,000	$ 35,000
Employee/Director Option or Warrant Exercise	Common	01/04/2010	454,328	$ 16,226
Employee/Director Option or Warrant Exercise	Common	01/04/2010	42,000	$ 1,500
Employee/Director Option or Warrant Exercise	Common	12/29/2010	49,000	$ 28,000
Employee/Director Option or Warrant Exercise	Common	12/28/2010	14,000	$ 7,000
Employee/Director Option or Warrant Exercise	Common	12/29/2010	56,000	$ 4,000
Employee/Director Option or Warrant Exercise	Common	02/01/2011	550,088	$ 179,957
Employee/Director Option or Warrant Exercise	Common	02/23/2011	42,000	$ 30,000
Employee/Director Option or Warrant Exercise	Common	02/28/2011	21,000	$ 10,500
Employee/Director Option or Warrant Exercise	Common	06/13/2011	976,094	$ 319,322
Employee/Director Option or Warrant Exercise	Common	06/16/2011	101,038	$ 7,217

The issuances of common stock described above were made pursuant to the exercise of stock options or warrants granted to our officers, directors, employees and consultants in reliance upon an available exemption from the registration requirements of the Securities Act, including those contained in Rule 701 promulgated under Section 3(b) of the Securities Act. Among other things, we relied on the fact that, under Rule 701, companies that are not subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act are exempt from registration under the Securities Act with respect to certain offers and sales of securities pursuant to “compensatory benefit plans” as defined under that rule.

The following table sets forth information on the stock options issued by us in the three years preceding the filing of this registration statement:

Date of Issuance	Number of Shares	Exercise Price ($/Sh)
April 28, 2009	224,000	$ 5.56
October 28, 2009	7,000	$ 5.56
December 21, 2010	658,000	$ 7.86
June 22, 2011	224,000	$ 20.07

No cash consideration was paid to us by any recipient of any of the foregoing options for the grant of such options. All of the stock options described above were granted to our officers, employees and consultants in reliance upon an available exemption from the registration requirements of the Securities Act, including those contained in Rule 701 promulgated under Section 3(b) of the Securities Act. Among other things, we relied on the fact that, under

Rule 701, companies that are not subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act are exempt from registration under the Securities Act with respect to certain offers and sales of securities pursuant to “compensatory benefit plans” as defined under that rule.

Item 16. Exhibits and Financial Statement Schedules

See the Exhibit Index following the signature page.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the purchase agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions referenced in Item 14 of this registration statement or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective; and

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

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Signatures

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement, or amendment thereto, to be signed on its behalf by the undersigned, thereunto duly authorized, in Maple Plain, Minnesota on February 13, 2012.

PROTO LABS, INC.

By: /S/ BRADLEY A. CLEVELAND
Bradley A. Cleveland
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement, or amendment thereto, has been signed by the following persons in the capacities indicated on February 13, 2012.

Signature	Title	Date
*	Chairman and Chief Technology Officer	February 13, 2012
Lawrence J. Lukis		
/S/ BRADLEY A. CLEVELAND	President, Chief Executive Officer and Director	February 13, 2012
Bradley A. Cleveland	*(principal executive officer)*	
*	Chief Financial Officer	February 13, 2012
John R. Judd	*(principal financial and accounting officer)*	
*	Director	February 13, 2012
Rainer Gawlick		
*	Director	February 13, 2012
John B. Goodman		
*	Director	February 13, 2012
Douglas A. Kingsley		
*	Director	February 13, 2012
Margaret A. Loftus		
*	Director	February 13, 2012
Brian K. Smith		
*	Director	February 13, 2012
Sven A. Wehrwein		

BY: /S/ BRADLEY A. CLEVELAND
Bradley A. Cleveland
Attorney-in-Fact

* Signed on individual's behalf by attorney-in-fact

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Exhibit Index

Exhibit Number	Description of Document
1.1#	Form of Underwriting Agreement
3.1	Amended and Restated Articles of Incorporation of Proto Labs, Inc., to be in effect prior to the completion of this offering
3.2	Third Amended and Restated Articles of Incorporation of Proto Labs, Inc., to be in effect upon the completion of this offering
3.3#	Amended and Restated By-Laws of Proto Labs, Inc., as currently in effect
3.4	Amended and Restated By-Laws of Proto Labs, Inc., to be in effect upon the completion of this offering
4.1#	Form of certificate representing common shares of Proto Labs, Inc.
5.1	Opinion of Faegre Baker Daniels LLP as to the legality of the securities being offered
10.1#	Voting Agreement, dated as of August 1, 2008, among Proto Labs, Inc., the Investors named on Schedule A thereto, and the Key Holders named on Schedule B thereto
10.2#	Amendment No. 1 to Voting Agreement, dated as of May 31, 2011, among Proto Labs, Inc., North Bridge Growth Equity I, L.P., Protomold Investment Company, LLC, and Lawrence Lukis
10.3#	Right of First Refusal and Co-Sale Agreement, dated as of August 1, 2008, among Proto Labs, Inc., the Investors named on Schedule A thereto, and the Key Holders named on Schedule B thereto
10.4#	Management Rights Agreement, dated as of August 1, 2008, by Proto Labs, Inc.
10.5#	Amended and Restated Investors' Rights Agreement, dated as of July 19, 2011, among Proto Labs, Inc. and the Investors named on Schedule A thereto
10.6†#	Executive Employment Agreement, dated as of June 1, 2011, between Proto Labs, Inc. and John R. Judd
10.7†#	2000 Stock Option Plan, as amended
10.8†#	Form of Incentive Stock Option Agreement under 2000 Stock Option Plan
10.9†#	Form of Non-Statutory Stock Option Agreement (Directors) under 2000 Stock Option Plan
10.10†#	Form of Non-Statutory Stock Option Agreement (U.S. Employees) under 2000 Stock Option Plan
10.11†#	Form of Non-Statutory Stock Option Agreement (U.S. Employees) under 2000 Stock Option Plan
10.12†#	Form of Non-Statutory Stock Option Agreement (U.K. Employees) under 2000 Stock Option Plan
10.13†	2012 Long-Term Incentive Plan
10.14†	Form of Incentive Stock Option Agreement under 2012 Long-Term Incentive Plan
10.15†	Form of Non-Statutory Stock Option Agreement (Directors) under 2012 Long-Term Incentive Plan
10.16†	Form of Non-Statutory Stock Option Agreement (U.S. Employees) under 2012 Long-Term Incentive Plan
10.17†	Form of Non-Statutory Stock Option Agreement (U.K. Employees) under 2012 Long-Term Incentive Plan
10.18†	Employee Stock Purchase Plan
10.19#	Amended and Restated Credit Agreement, dated as of September 30, 2011, between Proto Labs, Inc. and Wells Fargo Bank, N.A.
10.20	Amendment, dated as of February 10, 2012, among Proto Labs, Inc., Lawrence J. Lukis, Protomold Investment Company, LLC and North Bridge Growth Equity I, L.P.
10.21†	Letter Agreement, dated as of September 9, 2010, between Proto Labs, Inc. and Thomas Pang
21.1#	Subsidiaries of Proto Labs, Inc.
23.1	Consent of Faegre Baker Daniels LLP (included in their opinion filed as Exhibit 5.1)
23.2	Consent of Ernst & Young LLP
23.3#	Consent of Jon Peddie Research
24.1#	Powers of Attorney

† Indicates management contract or compensatory plan or arrangement.
# Previously filed as an exhibit to this registration statement.

Exhibit 3.1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PROTO LABS, INC.

Proto Labs, Inc., a corporation organized and existing under and by virtue of the provisions of the Minnesota Business Corporation Act, Chapter 302A of the Minnesota Statutes (the "**MBCA**"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Proto Labs, Inc., and that this corporation was originally incorporated pursuant to the MBCA on May 5, 1999 under the name The ProtoMold Company, Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Articles of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its shareholders, and authorizing the appropriate officers of this corporation to solicit the consent of the shareholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Articles of Incorporation of this corporation be amended and restated in its entirety to read as follows:

FIRST: The name of this corporation is Proto Labs, Inc. (the "**Corporation**").

SECOND: The address of the registered office of the Corporation in the State of Minnesota is 5540 Pioneer Creek Drive in the City of Maple Plain, County of Hennepin.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the MBCA.

FOURTH: The aggregate number of shares of all classes of stock that the Corporation shall have authority to issue is (i) one hundred fifty million (150,000,000) shares of Common Stock, $.001 par value per share ("**Common Stock**"), and (ii) four hundred twenty-seven thousand nine hundred eighty-five (427,985) shares of Preferred Stock, $.001 par value per share ("**Preferred Stock**").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of Common Stock are subject to and qualified by the rights, powers and preferences of the holders of Preferred Stock set forth herein.

2. Voting. The holders of Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings). No shareholder of the Corporation shall have any cumulative voting rights.

B. PREFERRED STOCK

All shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series A Preferred Stock**" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends.

From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate of 8% of the Series A Original Issue Price (as defined below) per share per annum shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "**Accruing Dividends**"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 1 or in Subsection 2.1 and Section 6, such Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors, and the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to obtaining any consents required elsewhere in the Articles of Incorporation) the holders of Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid, or (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided that, if the

Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend; provided further that if the dividend paid to the holders of Series A Preferred Stock is an amount set forth in clause (ii) above, then all unpaid Accruing Dividends shall be deemed to be paid following the payment of such dividend. The "**Series A Original Issue Price**" shall mean $122.06 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series A Original Issue Price, plus any Accruing Dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series A Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution or winding up (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series A Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Series A Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least a majority of the outstanding shares of Series A Preferred Stock elect otherwise by written notice sent to the Corporation at least 10 days prior to the effective date of any such event:

(a) a merger or consolidation (including a share exchange) in which

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Subsection 2.3.1, all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged); or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation or exchange for such transaction (the "**Merger Agreement**") provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2. The Corporation will provide the holders of Series A Preferred Stock with at least 30 days written notice prior to a Deemed Liquidation Event.

(b) In the event of a Deemed Liquidation Event referred to in Subsections 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the MBCA within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series A Preferred Stock, and (ii) if the holders of at least a majority of the then outstanding shares of Series A Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology

licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the "**Available Proceeds**"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts that would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. The provisions of Subsections 6.2 through 6.4 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series A Preferred Stock pursuant to this Subsection 2.3.2(b). Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

3. Voting.

3.1 General. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of a meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two directors of the Corporation (the "**Series A Directors**") and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect five directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such shareholders duly called for that purpose or pursuant to a written consent of shareholders. If the holders of shares of Series A Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the

holders of Series A Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by shareholders of the Corporation other than by the shareholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Common Stock and of any other class or series of voting stock (including the Series A Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2. The rights of the holders of Series A Preferred Stock and the rights of the holders of Common Stock under the first sentence of this Subsection 3.2 shall be modified as follows: (A) on the first date following the Series A Original Issue Date on which the issued and outstanding shares of Series A Preferred Stock represent less than 15% but more than 3% of the issued and outstanding Common Stock (determined on a fully diluted, as-if-converted basis), then the holders of record of shares of Series A Preferred Stock shall be entitled to elect one director of the Corporation and the holders of record of shares of Common Stock, exclusively and as a separate class, shall be entitled to elect six directors of the Corporation, and (B) on the first date following the Series A Original Issue Date on which the issued and outstanding shares of Series A Preferred Stock represent less than 3% of the issued and outstanding Common Stock (determined on a fully diluted, as-if-converted basis), then the rights of the holders of Series A Preferred Stock and the rights of the holders of Common Stock under the first sentence of this Subsection 3.2 shall be terminated.

3.3 Series A Preferred Stock Protective Provisions. At any time when shares of Series A Preferred Stock issued and outstanding represent at least 3% of the issued and outstanding Common Stock (determined on a fully diluted, as-if-converted basis), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) liquidate, dissolve or wind-up the business and affairs of the Corporation, or consent to any of the foregoing;

(b) amend, alter or repeal any provision of the Articles of Incorporation or By-Laws of the Corporation;

(c) create, or authorize the creation of, or issue or obligate itself to issue shares of, any class or series of capital stock or increase the authorized number of shares of Series A Preferred Stock or increase the authorized number of shares of any other class or series of capital stock, provided that the foregoing shall not apply to (i) issuances of up to an aggregate of 216,328 shares of Common Stock, Convertible Securities (as defined below in Subsection 4.4.1(c)) and Options (as defined below in Subsection 4.4.1(a)) (and issuances of Common Stock upon exercise of such Convertible Securities and such Options) approved by the

Board of Directors of the Corporation, (ii) issuances of Common Stock upon exercise of Options and Convertible Securities (as defined below in Subsection 4.4.1(c)) that are outstanding on the Series A Original Issue Date, or (iii) issuances of shares of Common Stock upon the conversion or exchange of Series A Preferred Stock;

(d) (i) reclassify, alter or amend any existing security of the Corporation that is equal in all respects to the Series A Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series A Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series A Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior or equal in all respects to the Series A Preferred Stock in respect of any such right, preference or privilege;

(e) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Series A Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, (iii) repurchases of Common Stock from former employees, officers, directors, consultants or other persons, except Larry Lukis and Brad Cleveland, who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, (iv) redemptions from all security holders of the Corporation of shares of Common Stock, or options or warrants to acquire shares of Common Stock (provided that if any such redemption is oversubscribed, the Board shall determine, in its sole discretion, the maximum number of shares that a security holder may sell to the Corporation in such redemption (such maximum number shall be applicable to each security holder)), in an amount not to exceed, in any twelve month period beginning on August 1 and ending the following July 31, the lesser of (x) 5% of the fully diluted capital stock of the Corporation and (y) $10,000,000 worth of the Corporation's securities; provided that between September 1, 2008 and August 31, 2014, the Corporation shall not redeem more than $30,000,000 worth of the Corporation's securities in the aggregate pursuant to this Subsection 3.3(e)(iv), (v) as approved by the Board of Directors of the Corporation, including the approval of the Series A Director; and (vi) after August 1, 2018, redemptions of Common Stock from Protomold Investment Company, LLC pursuant to its Put Right as set forth in that certain Investors' Rights Agreement dated as of August 1, 2008 by and among the Corporation, Protomold Investment Company, LLC and North Bridge Growth Equity I, L.P.

(f) enter into or be a party to any Deemed Liquidation Event if such Deemed Liquidation Event occurs at any time on or before August 1, 2012, and results in payments to the holders of Series A Preferred Stock in respect of each share of Series A Preferred Stock in an amount per share less than two (2) times the Series A Original Issue Price (as adjusted for stock dividends, stock splits, combinations or other similar recapitalizations with respect to the Series A Preferred Stock);

(g) increase or decrease the size of the Board of Directors of the Corporation; or

(h) enter into or be a party to any transaction involving the acquisition of another person, entity or asset by the Corporation for an amount greater than $15,000,000.

4. Optional Conversion.

The holders of Series A Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The **"Series A Conversion Price"** shall initially be $122.06, which amount is equal to the Series A Original Issue Price. The Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a notice of redemption of any shares of Series A Preferred Stock pursuant to Section 6, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that a certificate has been lost, stolen or destroyed, a

lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the principal office of the Corporation, together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation of such certificate or certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "**Conversion Time**"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate or certificates shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series A Preferred Stock represented by the surrendered certificate or certificates that were not converted into Common Stock and (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Articles of Incorporation. Before taking any action that would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action that may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

4.3.3 Effect of Conversion. All shares of Series A Preferred Stock that shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2. Any shares of Series A Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes (but not income taxes) that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Series A Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

(a) "**Option**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(b) "**Series A Original Issue Date**" shall mean the date on which the first share of Series A Preferred Stock was issued.

(c) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(d) "**Additional Shares of Common Stock**" shall mean all shares of Common Stock issued (or, pursuant to Subsection 4.4.3 below, deemed to be issued) by the Corporation after the Series A Original Issue Date, other than (1) the following shares of Common Stock and (2) shares of Common Stock deemed issued pursuant to the following Options and Convertible Securities (clauses (1) and (2), collectively, "**Exempted Securities**"):

(i) shares of Common Stock, Options or Convertible Securities issued as a dividend or distribution on, or upon conversion of, Series A Preferred Stock;

(ii) shares of Common Stock, Options or Convertible Securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock that is covered by Subsections 4.5, 4.6, 4.7 or 4.8;

(iii) shares of Common Stock or Options issued to officers, employees, managers or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to the Corporation's 2000 Stock Option Plan, as amended (and any successor or replacement plan approved by the Board of Directors of the Corporation);

(iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of Convertible Securities, in each case provided such Option or Convertible Security was outstanding on the Series A Original Issue Date;

(v) shares of Common Stock, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board of Directors of the Corporation, provided that the aggregate number of such shares issued in any calendar year shall not exceed 1% of the fully diluted capital stock of the Corporation;

(vi) shares of Common Stock, Options or Convertible Securities issued to suppliers or third party service providers in connection with the provision of goods or services pursuant to strategic transactions approved by the Board of Directors of the Corporation; or

(vii) shares of Common Stock, Options or Convertible Securities issued pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization, provided, that such issuances are approved by the Board of Directors of the Corporation.

4.4.2 No Adjustment of Series A Conversion Price. No adjustment in the Series A Conversion Price shall be made as the result of the issuance or deemed issuance of Additional Shares of Common Stock if the Corporation receives written notice from the holders of at least a majority of the then outstanding shares of Series A Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock.

4.4.3 Deemed Issue of Additional Shares of Common Stock.

(a) If the Corporation at any time or from time to time after the Series A Original Issue Date shall issue any Options or Convertible Securities (excluding Options or Convertible Securities that are themselves Exempted Securities) or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(b) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (2) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Series A Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Series A Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this clause (b) shall have the effect of increasing the Series A Conversion Price to an amount that exceeds the lower of (i) the Series A Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Series A Conversion Price that would have resulted from any issuances of Additional Shares of Common Stock (other than deemed issuances of Additional Shares of Common Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(c) If the terms of any Option or Convertible Security (excluding Options or Convertible Securities that are themselves Exempted Securities), the issuance of which did not result in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Series A Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series A Original Issue Date), are revised after the Series A Original Issue Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon

the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Shares of Common Stock subject thereto (determined in the manner provided in Subsection 4.4.3(a)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(d) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) that resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, the Series A Conversion Price shall be readjusted to such Series A Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(e) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to the Series A Conversion Price provided for in this Subsection 4.4.3 shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in clauses (b) and (c) of this Subsection 4.4.3). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Series A Conversion Price that would result under the terms of this Subsection 4.4.3 at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Series A Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Series A Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time after the Series A Original Issue Date issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Subsection 4.4.3), without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to such issue, then the Series A Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C)$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP_2" shall mean the Series A Conversion Price in effect immediately after such issue of Additional Shares of Common Stock;

(b) "CP_1" shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series A Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

4.4.5 Determination of Consideration. For purposes of this Subsection 4.4, the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(a) Cash and Property: Such consideration shall:

(i) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(ii) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and

(iii) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration that covers both, be the proportion of such consideration so received, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(b) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Subsection 4.4.3, relating to Options and Convertible Securities, shall be determined by dividing

(i) the total amount, if any, received or receivable by the Corporation as consideration for the issue of

such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(ii) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

4.4.6 Multiple Closing Dates. In the event the Corporation shall issue on more than one date Additional Shares of Common Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Series A Conversion Price pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than 90 days from the first such issuance to the final such issuance, then, upon the final such issuance, the Series A Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

4.5 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this Subsection 4.5 shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.6 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or

issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this Subsection 4.6 as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.8 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.4, 4.6 or 4.7), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property that

a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of Series A Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

4.9 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 30 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than 30 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

4.10 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of Series A Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding up, and the amount per share and character

of such exchange applicable to the Series A Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (provided that if such a public offering is consummated before August 1, 2012, the per share offering price shall be at least two (2) times the Series A Original Issue Price (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization), resulting in at least $40,000,000 of aggregate gross proceeds to the Corporation) or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Series A Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Series A Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that a certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Series A Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender their certificate or certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion. Such converted Series A Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

6. Redemption.

6.1 Redemption. After the sixth anniversary of the Series A Original Issue Date, each holder of Series A Preferred Stock, upon providing written notice to the Corporation requesting redemption of the shares of Series A Preferred Stock, may require the Corporation to redeem up to 50% of the total number of shares of Series A Preferred Stock then held by such holder (a "**Sixth Year Redemption Request**"). After the seventh anniversary of the Series A Original Issue Date, each holder of Series A Preferred Stock, upon providing written notice to the Corporation requesting redemption of the shares of Series A Preferred Stock, may require the Corporation to redeem up to 100% of the total number of shares of Series A Preferred Stock then held by such holder to the extent that such shares have not been previously redeemed (a "**Seventh Year Redemption Request**" and each of the Sixth Year Redemption Request and the Seventh Year Redemption Request being a "**Series A Redemption Request**"). Shares of Series A Preferred Stock shall be redeemed by the Corporation out of funds lawfully available therefor at a price equal to the greater of (i) the Series A Original Issue Price per share, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon, or (ii) the fair market value of the Series A Preferred Stock on the Redemption Date (as defined below), without taking into account any minority, illiquidity or other discounts, as determined in good faith by the Board of Directors of the Corporation (the "**Redemption Price**"). Such redemption shall occur on a date set by the Corporation, but in no event later than 60 days after the Corporation receives written notice from a holder of Series A Preferred Stock of such holder's intention to redeem shares of Series A Preferred Stock (provided that such 60-day period shall in no event begin earlier than the applicable anniversary of the Series A Original Issue Date). In the event that the Corporation receives a request to redeem any shares of Common Stock (a "**Common Stock Redemption Request**") at any time during which a Series A Redemption Request is outstanding and payable, no amounts will be paid pursuant to such Common Stock Redemption Request until all amounts payable pursuant to such Series A Redemption Request have been paid in full. The date on which any such redemption occurs shall be referred to as a "**Redemption Date**." If the Corporation does not have sufficient funds legally available to redeem on any Redemption Date all shares of Series A Preferred Stock to be redeemed on such Redemption Date, the Corporation shall redeem a pro rata portion of each holder's redeemable shares of such capital stock out of funds legally available therefor, based on the respective amounts that would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor.

6.2 Surrender of Certificates; Payment. On or before the applicable Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on such Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that a certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, and thereupon the Redemption Price for

such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series A Preferred Stock shall promptly be issued to such holder.

6.3 Rights Subsequent to Redemption. With respect to any holder of Series A Preferred Stock who has duly notified the Corporation of such holder's intention to redeem such holder's shares of Series A Preferred Stock, if on the applicable Redemption Date the Redemption Price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of such holder to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

7. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock following redemption.

8. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein (including the redemption rights set forth in Section 6) may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Preferred Stock then outstanding.

9. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Series A Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the MBCA, and shall be deemed sent upon such mailing or electronic transmission.

FIFTH: Subject to any additional vote required by the Articles of Incorporation or the By-Laws of the Corporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the By-Laws of the Corporation.

SIXTH: Any action required or permitted to be taken at a meeting of the Board of Directors of the Corporation may be taken by unanimous written action signed, or consented to by authenticated electronic communication, by all of the members of the Board of Directors.

SEVENTH: Subject to any additional vote required by the Articles of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the By-Laws of the Corporation.

EIGHTH: Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

NINTH: Meetings of shareholders may be held within or without the State of Minnesota, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Minnesota at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation.

TENTH: Any action required or permitted to be taken at a meeting of shareholders of the Corporation may be taken by written action signed, or consented to by authenticated electronic communication, by shareholders having voting power equal to the voting power that would be required to take the same action at a meeting of the shareholders at which all shareholders were present, but in no event may written action be taken by holders of less than a majority of the voting power of all shares entitled to vote on that action. Any action taken by written action, or consented to by electronic communication, of the shareholders of the Corporation shall not be effective unless, at least five (5) days prior to any such written action, the Corporation shall have delivered to each holder of Series A Preferred Stock a copy of the written action proposed to be taken pursuant to this Article Tenth.

ELEVENTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty by such director as a director; provided, however, that this Article Eleventh shall not eliminate or limit the liability of a director to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for illegal distributions under Section 559 of the MBCA, (iv) for any transaction from which the director derived an improper personal benefit, or (v) for any act or omission occurring prior to the effective date of this Article Eleventh.

Any amendment, repeal or modification of this Article Eleventh shall not apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, repeal or modification.

TWELFTH: To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents of the Corporation (and any other persons to which the MBCA permits the Corporation to provide indemnification) through By-Law provisions, agreements with such agents or other persons, the vote of shareholders or disinterested directors or otherwise.

Any amendment, repeal or modification of the foregoing provisions of this Article Twelfth shall not adversely affect any right or protection of any director, officer, employee or other agent of the Corporation existing at the time of such amendment, repeal or modification.

THIRTEENTH: No shareholder of the Corporation shall have any preemptive rights to subscribe for, purchase or acquire (i) any shares of the Corporation of any class or series, whether unissued or now or hereafter authorized, (ii) any obligations or other securities convertible into or exchangeable for (or that carry any other right to acquire) any such shares, securities or obligations, or (iii) any other rights to purchase any such shares, securities or obligations. The Corporation shall have the power, however, in its discretion to grant such rights by agreement or other instrument to any person or persons (whether or not they are shareholders).

* * *

3. That the foregoing amendment and restatement was approved by the holders of the requisite number of shares of this corporation in accordance with Section 441 of the MBCA.

4. That these Amended and Restated Articles of Incorporation, which restate and integrate and further amend the provisions of this corporation's Articles of Incorporation, have been duly adopted in accordance with Sections 135 and 139 of the MBCA.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by a duly authorized officer of this corporation as of the date first written above.

/s/ Bradley A. Cleveland
Bradley A. Cleveland
President and Chief Executive Officer

Exhibit 3.2

THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF PROTO LABS, INC.

ARTICLE I

The name of this Corporation is Proto Labs, Inc.

ARTICLE II

The registered office of this Corporation is located at 5540 Pioneer Creek Drive, Maple Plain, MN, 55359.

ARTICLE III

The aggregate number of shares that this Corporation has authority to issue is 160,000,000. The shares are classified in two classes, consisting of 10,000,000 shares of preferred stock, par value $0.001 per share, and 150,000,000 shares of common stock, par value $0.001 per share. The Board of Directors is authorized to establish one or more series of preferred stock, setting forth the designation of each such series, and fixing the relative rights and preferences of each such series.

No shareholder of this Corporation shall have any cumulative voting rights.

No shareholder of this Corporation shall have any preemptive rights by virtue of Section 302A.413 of the Minnesota Statutes (or similar provisions of future law) to subscribe for, purchase, or acquire any shares of the Corporation of any class, or any obligations or other securities convertible into or exchangeable for any such shares, or any rights to purchase any such shares, securities, or obligations.

ARTICLE IV

Neither Section 302A.671 of the Minnesota Statutes nor any successor statute thereto shall apply to, or govern in any manner, this Corporation or any control share acquisition of shares of capital stock of this Corporation or limit in any respect the voting or other rights of any existing or future shareholder of this Corporation or entitle this Corporation or its shareholders to any redemption or other rights with respect to outstanding capital stock of this Corporation that this Corporation or its shareholders would not have in the absence of Section 302A.671 of the Minnesota Statutes or any successor statute thereto.

ARTICLE V

The Board of Directors shall take action by the affirmative vote of a majority of the directors currently holding office, except where the affirmative vote of a larger proportion or number is required by Chapter 302A of the Minnesota Statutes.

ARTICLE VI

Any action required or permitted to be taken at a meeting of the Board of Directors of this Corporation not needing approval by the shareholders under Minnesota Statutes, Chapter 302A, may be taken by written action signed, or consented to by authenticated electronic communication, by the number of directors that would be required to take such action at a meeting of the Board of Directors at which all directors were present.

ARTICLE VII

Unless otherwise provided by the Board of Directors, no shareholder of this Corporation shall be entitled to exercise statutory dissenters' rights under Section 302A.471 of the Minnesota Statutes (or similar provisions of future law) in connection with any amendment to these Third Amended and Restated Articles of Incorporation.

ARTICLE VIII

Approval of the shareholders of this Corporation shall not be required under Section 302A.405 of the Minnesota Statutes (or similar provisions of future law) in connection with the issuance of shares of a class or series, shares of which are then outstanding, to holders of shares of another class or series.

ARTICLE IX

No director of this Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty by such director as a director; provided, however, that this Article shall not eliminate or limit the liability of a director to the extent provided by applicable law (1) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 302A.559 or 80A.76 of the Minnesota Statutes (or similar provisions of future law), (4) for any transaction from which the director derived an improper personal benefit, or (5) for any act or omission occurring prior to the effective date of this Article. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

AMENDED AND RESTATED BY-LAWS OF PROTO LABS, INC.

ARTICLE 1
SHAREHOLDERS

Section 1.01 Place of Meetings. Each meeting of the shareholders shall be held at the principal executive office of the Corporation or at such other place as may be designated by the Board of Directors or the Chief Executive Officer. But any meeting called by or at the demand of a shareholder or shareholders shall be held in the county where the principal executive office of the Corporation is located. The Board of Directors may determine that shareholders not physically present in person or by proxy at a shareholder meeting may, by means of remote communication, participate in a shareholder meeting held at a designated place. The Board of Directors also may determine that a meeting of the shareholders shall not be held at a physical place, but instead solely by means of remote communication. Participation by remote communication constitutes presence at the meeting.

Section 1.02 Regular Meetings. Regular meetings of the shareholders may be held on an annual or other less frequent basis as determined by the Board of Directors; provided, however, that if a regular meeting has not been held during the immediately preceding 15 months, a shareholder or shareholders holding three percent or more of the voting power of all shares entitled to vote may demand a regular meeting of shareholders by written demand given to the Chief Executive Officer or Chief Financial Officer of the Corporation. At each regular meeting the shareholders shall elect qualified successors for directors who serve for an indefinite term or whose terms have expired or are due to expire within six months after the date of the meeting and may transact any other business, provided, however, that no business with respect to which special notice is required by law shall be transacted unless such notice shall have been given.

Section 1.03 Special Meetings. A special meeting of the shareholders may be called for any purpose or purposes at any time by the Chief Executive Officer; by the Chief Financial Officer; by the Board of Directors or any two or more members thereof; or by one or more shareholders holding not less than ten percent of the voting power of all shares of the Corporation entitled to vote (except that a special meeting for the purpose of considering any action to directly or indirectly effect a business combination, including any action to change or otherwise affect the composition of the Board of Directors for that purpose, must be called by shareholders holding not less than twenty-five percent of all shares of the Corporation entitled to vote), who shall demand such special meeting by written notice given to the Chief Executive Officer or the Chief Financial Officer of the Corporation specifying the purposes of such meeting.

Section 1.04 Meetings Held Upon Shareholder Demand. Within 30 days after receipt of a demand by the Chief Executive Officer or the Chief Financial Officer from any shareholder or shareholders entitled to call a meeting of the shareholders, it shall be the duty of the Board of Directors of the Corporation to cause a special or regular meeting of shareholders, as the case

may be, to be duly called and held on notice no later than 90 days after receipt of such demand. If the Board fails to cause such a meeting to be called and held as required by this Section, the shareholder or shareholders making the demand may call the meeting by giving notice as provided in Section 1.06 hereof at the expense of the Corporation.

Section 1.05 Adjournments. Any meeting of the shareholders may be adjourned from time to time to another date, time and place. If any meeting of the shareholders is so adjourned, no notice as to such adjourned meeting need be given if the date, time and place at which the meeting will be reconvened are announced at the time of adjournment and the adjourned meeting is held not more than 120 days after the date fixed for the original meeting.

Section 1.06 Notice of Meetings. Unless otherwise required by law, written notice of each meeting of the shareholders, stating the date, time, and place and, in the case of a special meeting, the purpose or purposes, shall be given at least 10 days and not more than 60 days before the meeting to every holder of shares entitled to vote at such meeting except as specified in Section 1.05 or as otherwise permitted by law. Notice may be given to a shareholder by means of electronic communication if the requirements of Minnesota Statutes Section 302A.436, Subdivision 5, as amended from time to time, are met. Notice to a shareholder is also effectively given if the notice is addressed to the shareholder or a group of shareholders in a manner permitted by the rules and regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act") so long as the Corporation has first received the written or implied consent required by those rules and regulations. The business transacted at a special meeting of shareholders is limited to the purposes stated in the notice of the meeting.

Section 1.07 Waiver of Notice. A shareholder may waive notice of the date, time, place, or purpose of a meeting of shareholders. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, by authenticated electronic communication, or by attendance. Attendance by a shareholder at a meeting, including attendance by means of remote communication, is a waiver of notice of that meeting, unless the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 1.08 Voting Rights. Subdivision 1. A shareholder shall have one vote for each share held which is entitled to vote. Except as otherwise required by law, a holder of shares entitled to vote may vote any portion of the shares in any way the shareholder chooses. If a shareholder votes without designating the proportion or number of shares voted in a particular way, the shareholder is deemed to have voted all of the shares in that way.

Subdivision 2. The Board of Directors (or an officer of the Corporation, if authorized by the Board) may fix a date not more than 60 days before the date of a meeting of shareholders as the date for the determination of the holders of shares entitled to notice of and entitled to vote at the meeting. When a date is so fixed, only shareholders on that date are entitled to notice of and permitted to vote at that meeting of shareholders.

Section 1.09 Proxies. A shareholder may cast or authorize the casting of a vote by (a) filing a written appointment of a proxy, signed by the shareholder, with an officer of the Corporation at or before the meeting at which the appointment is to be effective, or (b) by telephonic transmission or authenticated electronic communication, whether or not accompanied by written instructions of the shareholder, of an appointment of a proxy with the Corporation or the Corporation's duly authorized agent at or before the meeting at which the appointment is to be effective. The telephonic transmission or authenticated electronic communication must set forth or be submitted with information from which it can be determined that the appointment was authorized by the shareholder. Any copy, facsimile telecommunication, or other reproduction of the original of either the writing or transmission may be used in lieu of the original, provided that it is a complete and legible reproduction of the entire original.

Section 1.10 Quorum. The holders of a majority of the voting power of the shares entitled to vote at a shareholders meeting are a quorum for the transaction of business. If a quorum is present when a duly called or held meeting is convened, the shareholders present may continue to transact business until adjournment, even though the withdrawal of a number of the shareholders originally present leaves less than the proportion or number otherwise required for a quorum.

Section 1.11 Acts of Shareholders. Subdivision 1. Except for the election of directors or as otherwise required by law or specified in the Articles of Incorporation, as amended, of the Corporation, the shareholders shall take action by the affirmative vote of the holders of the greater of (a) a majority of the voting power of the shares present and entitled to vote on that item of business or (b) a majority of the voting power of the minimum number of shares entitled to vote that would constitute a quorum for the transaction of business at a duly held meeting of shareholders. Directors are elected by a plurality of the voting power of the shares present and entitled to vote on the election of directors at a meeting at which a quorum is present.

Subdivision 2. A shareholder voting by proxy authorized to vote on less than all items of business considered at the meeting shall be considered to be present and entitled to vote only with respect to those items of business for which the proxy has authority to vote. A proxy who is given authority by a shareholder who abstains with respect to an item of business shall be considered to have authority to vote on that item of business.

Section 1.12 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders of the Corporation may be taken without a meeting by written action signed, or consented to by authenticated electronic communication, by all of the shareholders entitled to vote on that action. The written action is effective when it has been signed, or consented to by authenticated electronic communication, by the required shareholders, unless a different effective time is provided in the written action. If written action is permitted to be taken, and is taken, by less than all shareholders, then all shareholders must be notified of its text and effective time within five days after its effective time.

Section 1.13 Proposals Regarding Business Other Than Director Nominations. Subdivision 1. The business transacted at any special meeting of shareholders is limited to the purpose or purposes stated in the notice of the meeting given pursuant to Section 1.06. The proposal of

business (other than the nomination and election of directors, which is subject to Section 2.16) to be considered by the shareholders at an annual meeting of shareholders may be made (i) pursuant to the Corporation's notice of meeting, (ii) by or at the direction of the Board, or (iii) by any shareholder of the Corporation who complies with this Section 1.13.

Subdivision 2. For business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a shareholder's notice must be received by the Secretary not less than 90 days prior to the first anniversary of the preceding year's annual meeting. If, however, the date of the annual meeting is more than 30 days before or 60 days after such anniversary date, notice by a shareholder is timely only if so received not less than 90 days before the annual meeting or, if later, within 10 days after the first public announcement of the date of the annual meeting. Except to the extent otherwise required by law, the adjournment of an annual meeting will not commence a new time period for the giving of a shareholder's notice as required above.

Subdivision 3. A shareholder's notice to the Corporation must set forth as to each matter the shareholder proposes to bring before an annual meeting:

(a) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting;

(b) any material interest in such business of the shareholder and of any beneficial owners on whose behalf the proposal is made;

(c) the name and address of such shareholder, as they appear on the Corporation's books, and of any such beneficial owner;

(d) (i) the class or series (if any) and number of shares of the Corporation that are beneficially owned by such shareholder or any such beneficial owner, (ii) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right is subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") owned beneficially by such shareholder or any such beneficial owner and any other opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation, (iii) any proxy, contract, arrangement, understanding, or relationship pursuant to which such shareholder or any such beneficial owner has a right to vote any shares of the Corporation, (iv) any short interest of such shareholder or any such beneficial owner in any security of the Corporation (for purposes of these Amended and Restated By-Laws, a person shall be deemed to have a "short interest" in a security if such person has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (v) any rights to dividends on the shares of the Corporation owned beneficially by such shareholder or any such beneficial owner that are separated or separable from the underlying shares of the Corporation, (vi) any proportionate interest in

shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such shareholder or any such beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, and (vii) any performance-related fees (other than an asset-based fee) that such shareholder or any such beneficial owner is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such shareholder's or any such beneficial owner's immediate family sharing the same household (which information called for by this Section 1.13, Subdivision 3(d) shall be supplemented by such shareholder not later than 10 days after the record date for the meeting to update and disclose such information as of the record date); and

(e) a representation that the shareholder is a holder of record of shares entitled to vote at the meeting, will continue to be a holder of record of shares entitled to vote at the meeting through the date of the meeting, and intends to appear in person or by proxy at the meeting to make the proposal.

(f) The presiding officer at such meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the procedures described in this Section 1.13 and, if the presiding officer so determines, any such business not properly brought before the meeting shall not be transacted.

(g) For purposes of this Section 1.13, "public announcement" means disclosure (i) when made in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service, (ii) when contained in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act, or (iii) when given as the notice of the meeting pursuant to Section 1.06.

(h) With respect to this Section 1.13, a shareholder must also comply with all applicable requirements of Minnesota law and the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.13.

(i) Notwithstanding anything to the contrary in this Section 1.13, this Section 1.13 does not apply to any shareholder proposal made pursuant to Rule 14a-8 promulgated under the Exchange Act. The requirements, procedures, and notice deadlines of Rule 14a-8 shall govern any proposal made pursuant thereto.

ARTICLE 2
DIRECTORS

Section 2.01 Number; Qualifications. Except as authorized by the shareholders pursuant to a shareholder control agreement or unanimous affirmative vote, the business and affairs of the Corporation shall be managed by or under the direction of a Board of one or more directors. Directors shall be natural persons. The number of directors to constitute the Board shall be determined from time to time by resolution of the Board. Directors need not be shareholders.

Section 2.02 Term. Each director shall serve for an indefinite term that expires at the next regular meeting of the shareholders. A director shall hold office until a successor is elected and has qualified or until the earlier death, resignation, removal or disqualification of the director.

Section 2.03 Vacancies. Vacancies on the Board of Directors resulting from the death, resignation, removal or disqualification of a director may be filled by the affirmative vote of a majority of the remaining members of the Board, though less than a quorum. Vacancies on the Board resulting from newly created directorships may be filled by the affirmative vote of a majority of the directors serving at the time such directorships are created. Each person elected to fill a vacancy shall hold office until a qualified successor is elected by the shareholders at the next regular meeting or at any special meeting duly called for that purpose.

Section 2.04 Place of Meetings. Each meeting of the Board of Directors shall be held at the principal executive office of the Corporation or at such other place as may be designated from time to time by a majority of the members of the Board or by the Chief Executive Officer. The Board of Directors may determine that a meeting of the Board not be held at a physical place, but instead solely by means of remote communication through which the directors may participate with each other during the meeting.

Section 2.05 Regular Meetings. Regular meetings of the Board of Directors for the election of officers and the transaction of any other business shall be held without notice at the place of and immediately after each regular meeting of the shareholders.

Section 2.06 Special Meetings. A special meeting of the Board of Directors may be called for any purpose or purposes at any time by any member of the Board by giving not less than two days' notice to all directors of the date, time and place of the meeting, provided that when notice is mailed, at least four days' notice shall be given. The notice need not state the purpose of the meeting.

Section 2.07 Waiver of Notice; Previously Scheduled Meetings. Subdivision 1. A director of the Corporation may waive notice of the date, time and place of a meeting of the Board. A waiver of notice by a director entitled to notice is effective whether given before, at or after the meeting, and whether given in writing, orally, by authenticated electronic communication, or by attendance. Attendance by a director at a meeting is a waiver of notice of that meeting, unless the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and thereafter does not participate in the meeting.

Subdivision 2. If the day or date, time and place of a Board meeting have been provided herein or announced at a previous meeting of the Board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken of the date, time and place at which the meeting will be reconvened.

Section 2.08 Quorum. The presence of a majority of the directors currently holding office shall be necessary to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time without further notice until a quorum is present.

Section 2.09 Acts of Board. Except as otherwise required by law or specified in the Articles of Incorporation, as amended, of the Corporation, the Board shall take action by the affirmative vote of a majority of the directors currently holding office.

Section 2.10 Participation by Remote Communication. A director may participate in a Board meeting by conference telephone, or, if authorized by the Board, by any other means of remote communication through which the director, other directors so participating, and all directors physically present at the meeting may participate with each other during the meeting. A director so participating is deemed present at the meeting.

Section 2.11 Absent Directors. A director of the Corporation may give advance written consent or opposition to a proposal to be acted on at a Board meeting. If the director is not present at the meeting, consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, if the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the director has consented or objected.

Section 2.12 Action Without a Meeting. An action required or permitted to be taken at a Board meeting may be taken without a meeting by written action signed, or consented to by authenticated electronic communication, by all of the directors. Any action, other than an action requiring shareholder approval, if the Articles of Incorporation, as amended, so provide, may be taken by written action signed, or consented to by authenticated electronic communication, by the number of directors that would be required to take the same action at a meeting of the Board at which all directors were present. The written action is effective when signed, or consented to by authenticated electronic communication, by the required number of directors, unless a different effective time is provided in the written action. If written action is permitted to be taken, and is taken, by less than all directors, then all directors shall be notified immediately of its text and effective date.

Section 2.13 Committees. Subdivision 1. A resolution approved by the Board may establish committees having the authority of the Board in the management of the business of the Corporation only to the extent provided in the resolution. Committees shall be subject at all times to the direction and control of the Board, except for special litigation committees established under Section 2.14.

Subdivision 2. A committee shall consist of one or more natural persons, who need not be directors, appointed by action of the Board.

Subdivision 3. Section 2.04 and Sections 2.06 to 2.12 hereof shall apply to committees and members of committees to the same extent as those sections apply to the Board and directors.

Subdivision 4. Minutes, if any, of committee meetings shall be made available upon request to members of the committee and to any director.

Subdivision 5. Unless otherwise provided in the Articles of Incorporation, as amended, or the resolution of the Board establishing the committee, a committee may create one or more subcommittees, each consisting of one or more members of the committee, and may delegate to a subcommittee any or all of the authority of the committee. In these Amended and Restated By-Laws, unless the language or context clearly indicates that a different meaning is intended, any reference to a committee is deemed to include a subcommittee, and any reference to a committee member is deemed to include a subcommittee member.

Section 2.14 Special Litigation Committee. The Board may establish a committee composed of one or more independent directors or other independent persons to consider legal rights or remedies of the Corporation and whether those rights and remedies should be pursued.

Section 2.15 Compensation. The Board may fix the compensation, if any, of directors.

Section 2.16. Director Nominations. Subdivision 1. Only persons who are nominated in accordance with the procedures set forth in this Section 2.16 are eligible for election as directors at an annual meeting of shareholders, unless otherwise provided in the Articles of Incorporation, as amended. Nominations of persons for election to the Board of Directors may be made at an annual meeting of shareholders (i) by or at the direction of the Board of Directors or (ii) by any shareholder entitled to vote for the election of directors who complies with the procedures set forth in this Section 2.16.

Subdivision 2. Nominations by shareholders must be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a shareholder's notice of nominations to be made at an annual meeting must be received by the Secretary not less than 90 days prior to the first anniversary of the preceding year's annual meeting. If, however, the date of the annual meeting is more than 30 days before or 60 days after such anniversary date, notice by a shareholder is timely only if so received not less than 90 days before the annual meeting or, if later, within 10 days after the first public announcement of the date of the annual meeting. Except to the extent otherwise required by law, the adjournment of an annual meeting will not commence a new time period for the giving of a shareholder's notice as described above.

Subdivision 3. A shareholder's notice to the Corporation of nominations for an annual meeting of shareholders must set forth:

(a) as to each person whom the shareholder proposes to nominate for election or re-election as a director: (i) the person's name, (ii) all information relating to the person that would be required to be disclosed in solicitations subject to Rule 14a-12(c) under the Exchange Act or that is required pursuant to any other provision of

Regulation 14A or any other applicable regulation under the Exchange Act, and (iii) the person's written consent to be named in the proxy statement as a nominee and to serve as a director if elected; and

(b) as to the shareholder giving the notice: (i) the name and address of such shareholder, as they appear on the Corporation's books, and of any beneficial owners on whose behalf the nomination is made, (ii) the information called for by Section 1.13, Subdivision 3(d) hereof with respect to such shareholder and any such beneficial owner, and (iii) a representation that the shareholder is a holder of record of shares of the Corporation entitled to vote for the election of directors, will continue to be a holder of record of shares entitled to vote for the election of directors through the date of the meeting, and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice.

Subdivision 4. The presiding officer at such meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed in this Section 2.16 and, if the presiding officer so determines, the defective nomination shall be disregarded.

Subdivision 5. For purposes of this Section 2.16, "public announcement" means disclosure (i) when made in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service, (ii) when contained in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act, or (iii) when given as the notice of the meeting pursuant to Section 1.06.

Subdivision 6. With respect to this Section 2.16, a shareholder must also comply with all applicable requirements of Minnesota law and the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.16.

Subdivision 7. Notwithstanding anything to the contrary in this Section 2.16, if the Securities and Exchange Commission adopts final rules requiring in certain events the inclusion in the Corporation's proxy materials of persons nominated by shareholders for election to the Board of Directors, then the requirements, procedures, and notice deadlines of such final rules and not this Section 2.16 shall govern any nomination made pursuant to such final rules as if the Corporation had no advance-notice requirements for such nominations.

ARTICLE 3
OFFICERS

Section 3.01 Number and Designation. The Corporation shall have one or more natural persons exercising the functions of the offices of Chief Executive Officer and Chief Financial Officer. The Board of Directors may elect or appoint such other officers as it deems necessary for the operation and management of the Corporation, with such powers, rights, duties, and responsibilities as may be determined by the Board, including, without limitation, a President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall have the powers,

rights, duties, and responsibilities set forth in these Amended and Restated By-Laws unless otherwise determined by the Board. In addition, the Board of Directors at any time and from time to time may authorize the Chief Executive Officer to appoint such other officers, other than the Chief Financial Officer, as he or she deems necessary for the operation and management of the Corporation. Any of the offices or functions of those offices may be held by the same person.

Section 3.02 Chief Executive Officer. Unless provided otherwise by a resolution adopted by the Board of Directors, the Chief Executive Officer (a) shall have general active management of the business of the Corporation; (b) shall, when present, preside at all meetings of the shareholders and Board; (c) shall see that all orders and resolutions of the Board are carried into effect; (d) may maintain records of and certify proceedings of the Board and shareholders; and (e) shall perform such other duties as may from time to time be assigned by the Board.

Section 3.03 Chief Financial Officer. Unless provided otherwise by a resolution adopted by the Board of Directors, the Chief Financial Officer (a) shall keep accurate financial records for the Corporation; (b) shall deposit all monies, drafts and checks in the name of and to the credit of the Corporation in such banks and depositories as the Board shall designate from time to time; (c) shall endorse for deposit all notes, checks and drafts received by the Corporation as ordered by the Board, making proper vouchers therefor; (d) shall disburse corporate funds and issue checks and drafts in the name of the Corporation, as ordered by the Board; (e) shall render to the Chief Executive Officer and the Board, whenever requested, an account of all of such officer's transactions as Chief Financial Officer and of the financial condition of the Corporation; and (f) shall perform such other duties as may be prescribed by the Board or the Chief Executive Officer from time to time.

Section 3.04 President. Unless otherwise determined by the Board of Directors, the President shall be the Chief Executive Officer of the Corporation. If an officer other than the President is designated Chief Executive Officer, the President shall perform such duties as may from time to time be assigned by the Board.

Section 3.05 Vice Presidents. Any one or more Vice Presidents, if any, may be designated by the Board of Directors as Executive Vice Presidents or Senior Vice Presidents. During the absence or disability of the President, it shall be the duty of the highest ranking Executive Vice President, and, in the absence of any such Vice President, it shall be the duty of the highest ranking Senior Vice President or other Vice President, who shall be present at the time and able to act, to perform the duties of the President. The determination of who is the highest ranking of two or more persons holding the same office shall, in the absence of specific designation of order of rank by the Board, be made on the basis of the earliest date of appointment or election, or, in the event of simultaneous appointment or election, on the basis of the longest continuous employment by the Corporation.

Section 3.06 Secretary. The Secretary, unless otherwise determined by the Board of Directors, shall attend all meetings of the shareholders and all meetings of the Board, shall record or cause to be recorded all proceedings thereof in a book to be kept for that purpose, and may certify such proceedings. Except as otherwise required or permitted by law or by these Amended and Restated By-Laws, the Secretary shall give or cause to be given notice of all meetings of the shareholders and all meetings of the Board.

Section 3.07 Treasurer. Unless otherwise determined by the Board of Directors, the Treasurer shall be the Chief Financial Officer of the Corporation. If an officer other than the Treasurer is designated Chief Financial Officer, the Treasurer shall perform such duties as may from time to time be assigned by the Board.

Section 3.08 Authority and Duties. In addition to the foregoing authority and duties, all officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be designated from time to time by the Board of Directors. Unless prohibited by a resolution approved by the Board, an officer elected or appointed by the Board may, without the approval of the Board, delegate some or all of the duties and powers of an office to other persons.

Section 3.09 Term. Subdivision 1. All officers of the Corporation shall hold office until their respective successors are chosen and have qualified or until their earlier death, resignation or removal.

Subdivision 2. An officer may resign at any time by giving written notice to the Corporation. The resignation is effective without acceptance when the notice is given to the Corporation, unless a later effective date is specified in the notice.

Subdivision 3. An officer may be removed at any time, with or without cause, by a resolution approved by the Board. The Chief Executive Officer authorized by the Board to appoint a person to hold an office of the Corporation may also remove such person from such office with or without cause at any time, unless otherwise provided in the resolution of the Board providing such authorization.

Subdivision 4. Any vacancy in the office of Chief Executive Officer or Chief Financial Officer because of death, resignation, removal, disqualification, or other cause shall be filled by the Board for the unexpired portion of the term. Any such vacancy in an office, other than Chief Executive Officer or Chief Financial Officer, also may be filled for the unexpired portion of the term by the Board.

Section 3.10 Salaries. The salaries of all officers of the Corporation shall be fixed by the Board of Directors or by the Chief Executive Officer if authorized by the Board.

ARTICLE 4
INDEMNIFICATION

Section 4.01 Indemnification. The Corporation shall indemnify its officers and directors for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as required or permitted by Minnesota Statutes, Section 302A.521, as amended from time to time, or as required or permitted by other provisions of law.

Section 4.02 Insurance. The Corporation may purchase and maintain insurance on behalf of any person in such person's official capacity against any liability asserted against and incurred by such person in or arising from that capacity, whether or not the Corporation would otherwise be required to indemnify the person against the liability.

ARTICLE 5
SHARES

Section 5.01 Certificated and Uncertificated Shares. Subdivision 1. The shares of the Corporation shall be either certificated shares or uncertificated shares. Each holder of duly issued certificated shares is entitled to a certificate of shares.

Subdivision 2. Each certificate of shares of the Corporation shall bear the corporate seal, if any, and shall be signed by the Chief Executive Officer, or the President or any Vice President, and the Chief Financial Officer, or the Secretary or any Assistant Secretary, but when a certificate is signed by a transfer agent or a registrar, the signature of any such officer and the corporate seal upon such certificate may be facsimiles, engraved or printed. If a person signs or has a facsimile signature placed upon a certificate while an officer, transfer agent or registrar of the Corporation, the certificate may be issued by the Corporation, even if the person has ceased to serve in that capacity before the certificate is issued, with the same effect as if the person had that capacity at the date of its issue.

Subdivision 3. A certificate representing shares issued by the Corporation shall, if the Corporation is authorized to issue shares of more than one class or series, set forth upon the face or back of the certificate, or shall state that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations and relative rights of the shares of each class or series authorized to be issued, so far as they have been determined, and the authority of the Board to determine the relative rights and preferences of subsequent classes or series.

Subdivision 4. The Corporation may determine that some or all of any or all classes and series of the shares of the Corporation will be uncertificated shares. Any such determination shall not apply to shares represented by a certificate until the certificate is surrendered to the Corporation.

Section 5.02 Declaration of Dividends and Other Distributions. The Board of Directors shall have the authority to declare dividends and other distributions upon the shares of the Corporation to the extent permitted by law.

Section 5.03 Transfer of Shares. Shares of the Corporation may be transferred only on the books of the Corporation by the holder thereof, in person or by such person's attorney. In the case of certificated shares, shares shall be transferred only upon surrender and cancellation of certificates for a like number of shares. The Board of Directors, however, may appoint one or more transfer agents and registrars to maintain the share records of the Corporation and to effect transfers of shares.

Section 5.04 Record Date. The Board of Directors may fix a time, not exceeding 60 days preceding the date fixed for the payment of any dividend or other distribution, as a record date for the determination of the shareholders entitled to receive payment of such dividend or other distribution, and in such case only shareholders of record on the date so fixed shall be entitled to receive payment of such dividend or other distribution, notwithstanding any transfer of any shares on the books of the Corporation after any record date so fixed.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Execution of Instruments. Subdivision 1. All deeds, mortgages, bonds, checks, contracts and other instruments pertaining to the business and affairs of the Corporation shall be signed on behalf of the Corporation by the Chief Executive Officer, or the President, or any Vice President, or by such other person or persons as may be designated from time to time by the Board of Directors.

Subdivision 2. If a document must be executed by persons holding different offices or functions and one person holds such offices or exercises such functions, that person may execute the document in more than one capacity if the document indicates each such capacity.

Section 6.02 Advances. The Corporation may, without a vote of the directors, advance money to its directors, officers or employees to cover expenses that can reasonably be anticipated to be incurred by them in the performance of their duties and for which they would be entitled to reimbursement in the absence of an advance.

Section 6.03 Corporate Seal. The seal of the Corporation, if any, shall be a circular embossed seal having inscribed thereon the name of the Corporation and the following words:

“Corporate Seal Minnesota.”

Section 6.04 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 6.05 Amendments. The Board of Directors shall have the power to adopt, amend or repeal the Amended and Restated By-Laws of the Corporation, subject to the power of the shareholders to change or repeal the same, provided, however, that the Board shall not adopt, amend or repeal any By-Law fixing a quorum for meetings of shareholders, prescribing procedures for removing directors or filling vacancies in the Board, or fixing the number of directors or their classifications, qualifications or terms of office, but may adopt or amend a By-Law that increases the number of directors.

Exhibit 5.1

February 13, 2012

Proto Labs, Inc.
5540 Pioneer Creek Drive
Maple Plain, MN 55359

Ladies and Gentlemen:

We have acted as counsel to Proto Labs, Inc., a Minnesota corporation (the "*Company*"), in connection with the Registration Statement on Form S-1, Registration No. 333-175745 (the "*Registration Statement*") filed by the Company with the Securities and Exchange Commission (the "*Commission*") under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the issuance by the Company of up to 4,945,000 shares of Common Stock, par value $0.001 per share (the "*Shares*"), of the Company, which includes shares to be subject to the underwriters' over-allotment option, in connection with the offering described in the Registration Statement.

We have examined the Registration Statement and the articles of incorporation of the Company (the "*Articles*"). We also have examined the originals, or duplicates or certified or conformed copies, of such corporate and other records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Company.

In rendering the opinions set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that:

1. The Shares have been duly authorized under Minnesota law and (a) when the Registration Statement becomes effective under the Securities Act, (b) when the Company's board of directors (the "*Board*") or the pricing committee thereof (the "*Pricing Committee*") has approved the specific number of Shares to be sold and a specific price for the sale of the Shares, and (c) upon payment and delivery in accordance with the underwriting agreement in the form filed with the Commission as an exhibit to the Registration Statement and approved by the Board or the Pricing Committee, the Shares will be validly issued, fully paid and nonassessable under Minnesota law if (i) issued as certificated shares, when certificates representing such Shares have been duly executed by the Company, countersigned and registered by the Company's transfer agent/registrar and delivered on behalf of the Company, or (ii) if issued as uncertificated shares, upon authorization thereof by action of the Board or the Pricing Committee.

We do not express any opinion herein concerning any law other than the law of the state of Minnesota.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus included in the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion is furnished to you in connection with the filing of the Registration Statement, and is not to be used, circulated, quoted or otherwise relied upon for any other purpose. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date the Registration Statement becomes effective under the Securities Act, and we assume no obligation to revise or supplement this opinion thereafter.

Very truly yours,

FAEGRE BAKER DANIELS LLP

By: /s/ W. Morgan Burns
W. Morgan Burns

PROTO LABS, INC.
2012 LONG-TERM INCENTIVE PLAN

1. Purpose. The purpose of the Proto Labs, Inc. 2012 Long-Term Incentive Plan (the "Plan") is to help attract and retain the best available people for positions of responsibility with the Company, to provide additional incentives to them and align their interests with those of the Company's shareholders, and to thereby promote the Company's long-term business success.

2. Definitions. In this Plan, the following definitions will apply.

(a) "Affiliate" means any entity that is a Subsidiary or Parent of the Company.

(b) "Agreement" means the written or electronic agreement containing the terms and conditions applicable to an Award granted under the Plan. An Agreement is subject to the terms and conditions of the Plan.

(c) "Award" means the grant of a compensatory award under the Plan in the form of an Option, Stock Appreciation Rights, Restricted Stock, Stock Units, an Other Stock-Based Award or a Cash Incentive Award.

(d) "Board" means the Board of Directors of the Company.

(e) "Cash Incentive Award" means an Award described in Section 11 of the Plan.

(f) "Cause" means what the term is expressly defined to mean in a then-effective written agreement (including an Agreement) between a Participant and the Company or any Affiliate or, in the absence of any such then-effective agreement or definition, means a Participant's (i) failure or refusal to perform satisfactorily the duties reasonably required of the Participant by the Company (other than by reason of Disability); (ii) material violation of any law, rule, regulation, court order or regulatory directive (other than traffic violations, misdemeanors or other minor offenses); (iii) material breach of any Company code of conduct, of any agreement with the Company or any Affiliate or of any nondisclosure, non-solicitation, non-competition or similar obligation owed to the Company or any Affiliate; (iv) engaging in any act or practice that involves personal dishonesty on the part of the Participant or demonstrates a willful and continuing disregard for the best interests of the Company and its Affiliates; or (v) engaging in conduct that would be reasonably expected to harm or bring disrepute to the Company, any of its Affiliates, or any of their customers, employees or vendors.

(g) "Change in Control" means one of the following:

(1) An Exchange Act Person becomes the beneficial owner (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding Voting Securities, except that the following will not constitute a Change in Control:

(A) any acquisition of securities of the Company by an Exchange Act Person directly or indirectly from the Company for the purpose of providing financing to the Company;

(B) any formation of a Group consisting solely of beneficial owners of the Company's Voting Securities as of the effective date of this Plan; or

(C) any Exchange Act Person becomes the beneficial owner of more than 50% of the combined voting power of the Company's outstanding Voting Securities as the result of any repurchase or other acquisition by the Company of its Voting Securities.

If, however, an Exchange Act Person or Group referenced in clause (A), (B) or (C) above acquires beneficial ownership of additional Company Voting Securities after initially becoming the beneficial owner of more than 50% of the combined voting power of the Company's outstanding Voting Securities by one of the means described in those clauses, then a Change in Control shall be deemed to have occurred.

(2) Individuals who are Continuing Directors cease for any reason to constitute a majority of the members of the Board.

(3) The consummation of a Corporate Transaction unless, immediately following such Corporate Transaction, all or substantially all of the individuals and entities who were the beneficial owners of the outstanding Company Voting Securities immediately prior to such Corporate Transaction beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding Voting Securities of the of the surviving or acquiring entity (or its Parent) resulting from such Corporate Transaction in substantially the same proportions as their ownership, immediately before such Corporate Transaction, of the outstanding Company Voting Securities.

Notwithstanding the foregoing, to the extent that any Award constitutes a deferral of compensation subject to Code Section 409A, and if that Award provides for a change in the time or form of payment upon a Change in Control, then no Change in Control shall be deemed to have occurred upon an event described in Section 2(g) unless the event would also constitute a change in ownership or effective control of, or a change in the ownership of a substantial portion of the assets of, the Company under Code Section 409A.

(h) "Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time, and the regulations promulgated thereunder.

(i) "Committee" means two or more Non-Employee Directors designated by the Board to administer the Plan under Section 3, each member of which shall (i) satisfy the independence requirements for independent directors and members of compensation committees as set forth from time to time in the Listing Rules of the Nasdaq Stock Market, (ii) be a non-employee director within the meaning of Exchange Act Rule 16b-3, and (iii) be an outside director for purposes of Code Section 162(m).

(j) "Company" means Proto Labs, Inc., a Minnesota corporation, or any successor thereto.

(k) "Continuing Director" means an individual (A) who is, as of the effective date of the Plan, a director of the Company, or (B) who is elected as a director of the Company subsequent to the effective date of the Plan and whose initial election, or nomination for initial election by the Company's shareholders, was approved by at least a majority of the then Continuing Directors, but excluding, for purposes of this clause (B), any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest.

(l) “Corporate Transaction” means a reorganization, merger, consolidation or statutory share exchange involving the Company, or a sale or other disposition (in one or a series of transactions) of all or substantially all of the assets of the Company.

(m) “Disability” means “total and permanent disability” within the meaning of Code Section 22(e)(3).

(n) “Employee” means an employee of the Company or an Affiliate.

(o) “Exchange Act” means the Securities Exchange Act of 1934, as amended and in effect from time to time.

(p) “Exchange Act Person” means any natural person, entity or Group other than (i) the Company or any Subsidiary of the Company; (ii) any employee benefit plan (or related trust) sponsored or maintained by the Company or any Affiliate; or (iii) an underwriter temporarily holding securities in connection with a registered public offering of such securities.

(q) “Fair Market Value” means the fair market value of a Share determined as follows:

(1) If the Shares are readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be the closing sales price for a Share on the principal securities market on which it trades on the date for which it is being determined, or if no sale of Shares occurred on that date, on the next preceding date on which a sale of Shares occurred, as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(2) If the Shares are not then readily tradable on an established securities market (as determined under Code Section 409A), then Fair Market Value will be determined by the Committee as the result of a reasonable application of a reasonable valuation method that satisfies the requirements of Code Section 409A.

(r) “Full Value Award” means an Award other than an Option Award, Stock Appreciation Rights Award or Cash Incentive Award.

(s) “Grant Date” means the date on which the Committee approves the grant of an Award under the Plan, or such later date as may be specified by the Committee on the date the Committee approves the Award.

(t) “Group” means two or more persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of securities of an entity.

(u) “Non-Employee Director” means a member of the Board who is not an Employee.

(v) “Option” means a right granted under the Plan to purchase a specified number of Shares at a specified price during a specified period of time. An “Incentive Stock Option” or “ISO” means any Option designated as such and granted in accordance with the requirements of Code Section 422. A “Non-Statutory Stock Option” means an Option other than an Incentive Stock Option.

(w) “Other Stock-Based Award” means an Award described in Section 11 of this Plan.

(x) “Parent” means a “parent corporation,” as defined in Code Section 424(e).

(y) “Participant” means a person to whom an Award is or has been made in accordance with the Plan.

(z) “Performance-Based Compensation” means an Award to a person who is, or is determined by the Committee to likely become, a “covered employee” (as defined in Code Section 162(m)(3)) and that is intended to constitute “performance-based compensation” within the meaning of Code Section 162(m)(4)(C).

(aa) “Plan” means this Proto Labs, Inc. 2012 Long-Term Incentive Plan, as amended and in effect from time to time.

(bb) “Prior Plan” means the ProtoMold Company, Inc. 2000 Stock Option Plan.

(cc) “Restricted Stock” means Shares issued to a Participant that are subject to such restrictions on transfer, vesting conditions and other restrictions or limitations as may be set forth in this Plan and the applicable Agreement.

(dd) “Service” means the provision of services by a Participant to the Company or any Affiliate in any Service Provider capacity. A Service Provider’s Service shall be deemed to have terminated either upon an actual cessation of providing services or upon the entity for which the Service Provider provides services ceasing to be an Affiliate. Except as otherwise provided in this Plan or any Agreement, Service shall not be deemed terminated in the case of (i) any approved leave of absence; (ii) transfers among the Company and any Affiliates in any Service Provider capacity; or (iii) any change in status so long as the individual remains in the service of the Company or any Affiliate in any Service Provider capacity.

(ee) “Service Provider” means an Employee, a Non-Employee Director, or any consultant or advisor who is a natural person and who provides services (other than in connection with (i) a capital-raising transaction or (ii) promoting or maintaining a market in Company securities) to the Company or any Affiliate.

(ff) “Share” means a share of Stock.

(gg) “Stock” means the common stock, par value $0.001 per share, of the Company.

(hh) “Stock Appreciation Right” or “SAR” means a right granted under the Plan to receive, in cash and/or Shares as determined by the Committee, an amount equal to the appreciation in value of a specified number of Shares between the Grant Date of the SAR and its exercise date.

(ii) “Stock Unit” means a right granted under the Plan to receive, in cash and/or Shares as determined by the Committee, the Fair Market Value of a Share, subject to such restrictions on transfer, vesting conditions and other restrictions or limitations as may be set forth in this Plan and the applicable Agreement.

(jj) “Subsidiary” means a “subsidiary corporation,” as defined in Code Section 424(f), of the Company.

(kk) “Substitute Award” means an Award granted upon the assumption of, or in substitution or exchange for, outstanding awards granted by a company or other entity acquired by the Company or any Affiliate or with which the Company or any Affiliate combines.

(ll) “Voting Securities” of an entity means the outstanding securities entitled to vote generally in the election of directors (or comparable equity interests) of such entity.

3. Administration of the Plan.

(a) Administration. The authority to control and manage the operations and administration of the Plan shall be vested in the Committee in accordance with this Section 3. Notwithstanding the foregoing sentence, the Board shall perform the duties and have the responsibilities of the Committee with respect to Awards made to Non-Employee Directors.

(b) Scope of Authority. Subject to the terms of the Plan, the Committee shall have the authority, in its discretion, to take such actions as it deems necessary or advisable to administer the Plan, including:

(1) determining the Service Providers to whom Awards will be granted, the timing of each such Award, the types of Awards and the number of Shares or amount of cash covered by each Award, the terms, conditions, performance criteria, restrictions and other provisions of Awards, and the manner in which Awards are paid or settled;

(2) cancelling or suspending an Award or the exercisability of an Award, accelerating the vesting or extending the exercise period of an Award, or otherwise amending the terms and conditions of any outstanding Award, subject to the requirements of Sections 15(d) and 15(e);

(3) establishing, amending or rescinding rules to administer the Plan, interpreting the Plan and any Award or Agreement made under the Plan, and making all other determinations necessary or desirable for the administration of the Plan; and

(4) taking such actions as are described in Section 3(c) with respect to Awards to foreign Service Providers.

(c) Awards to Foreign Service Providers. The Committee may grant Awards to Service Providers who are foreign nationals, who are located outside of the United States or who are not compensated from a payroll maintained in the United States, or who are otherwise subject to (or could cause the Company to be subject to) legal or regulatory requirements of countries outside of the United States, on such terms and conditions different from those specified in the Plan as may, in the judgment of the Committee, be necessary or desirable to comply with applicable foreign laws and regulatory requirements and to promote achievement of the purposes of the Plan. In connection therewith, the Committee may establish such subplans and modify exercise procedures and other Plan rules and procedures to the extent such actions are deemed necessary or desirable, and may take any other action that it deems advisable to obtain local regulatory approvals or to comply with any necessary local governmental regulatory exemptions.

(d) Acts of the Committee; Delegation. A majority of the members of the Committee shall constitute a quorum for any meeting of the Committee, and any act of a majority of the members present at any meeting at which a quorum is present or any act unanimously approved in writing by all members of the Committee shall be the act of the Committee. Any such action of the Committee shall be valid and effective even if the members of the Committee at the time of such action are later determined not to have satisfied all of the criteria for membership in clauses (i), (ii) and (iii) of Section 2(i). To the extent not inconsistent with applicable law or stock exchange rules, the Committee may delegate all or any

portion of its authority under the Plan to any one or more of its members or, as to Awards to Participants who are not subject to Section 16 of the Exchange Act, to one or more executive officers of the Company. The Committee may also delegate non-discretionary administrative responsibilities in connection with the Plan to such other persons as it deems advisable.

(e) Finality of Decisions. The Committee's interpretation of the Plan and of any Award or Agreement made under the Plan and all related decisions or resolutions of the Board or Committee shall be final and binding on all parties with an interest therein.

(f) Indemnification. Each person who is or has been a member of the Committee or of the Board, and any other person to whom the Committee delegates authority under the Plan, shall be indemnified by the Company, to the maximum extent permitted by law, against liabilities and expenses imposed upon or reasonably incurred by such person in connection with or resulting from any claims against such person by reason of the performance of the individual's duties under the Plan. This right to indemnification is conditioned upon such person providing the Company an opportunity, at the Company's expense, to handle and defend the claims before such person undertakes to handle and defend them on such person's own behalf. The Company will not be required to indemnify any person for any amount paid in settlement of a claim unless the Company has first consented in writing to the settlement. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such person or persons may be entitled under the Company's Articles of Incorporation or Bylaws, as a matter of law, or otherwise.

4. Shares Available Under the Plan.

(a) Maximum Shares Available. Subject to Sections 4(b) and 4(c) and to adjustment as provided in Section 12(a), the number of Shares that may be the subject of Awards and issued under the Plan shall be 3,500,000, plus any Shares remaining available for future grants under the Prior Plan on the effective date of this Plan. After the effective date of the Plan, no additional awards may be granted under the Prior Plan. Shares to be issued under the Plan shall be authorized and unissued Shares. In determining the number of Shares to be counted against this share reserve in connection with any Award, the following rules shall apply:

(1) Where the number of Shares subject to an Award is variable on the Grant Date, the number of Shares to be counted against the share reserve prior to the settlement of the Award shall be the maximum number of Shares that could be received under that particular Award.

(2) Where two or more types of Awards are granted to a Participant in tandem with each other, such that the exercise of one type of Award with respect to a number of Shares cancels at least an equal number of Shares of the other, the number of Shares to be counted against the share reserve shall be the largest number of Shares that would be counted against the share reserve under either of the Awards.

(3) Substitute Awards shall not be counted against the share reserve, nor shall they reduce the Shares authorized for grant to a Participant in any calendar year.

(b) Automatic Share Reserve Increase. The share reserve specified in Section 4(a) will be increased on January 1 of each year commencing in 2012 and ending on (and including) January 1, 2021 in an amount equal to the lesser of: (i) 3% of the total number of Shares outstanding as of December 31 of the immediately preceding calendar year or (ii) such number of Shares determined by the Board.

(c) Effect of Forfeitures and Other Actions. Any Shares subject to an Award, or to an award granted under the Prior Plan that is outstanding on the effective date of this Plan (a "Prior Plan Award"), that is forfeited or expires or is settled for cash shall, to the extent of such forfeiture, expiration or cash settlement, again become available for Awards under this Plan, and correspondingly increase the total number of Shares available for grant and issuance under Section 4(a). The following Shares shall not, however, again become available for Awards or increase the number of Shares available for grant under Section 4(a): (i) Shares tendered by the Participant or withheld by the Company in payment of the purchase price of a stock option issued under this Plan or the Prior Plan, (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award or Prior Plan Award, (iii) Shares repurchased by the Company with proceeds received from the exercise of an option issued under this Plan or the Prior Plan, and (iv) Shares subject to a stock appreciation right issued under this Plan or the Prior Plan that are not issued in connection with the stock settlement of that stock appreciation right upon its exercise.

(d) Effect of Plans Operated by Acquired Companies. If a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan. Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Non-Employee Directors prior to such acquisition or combination.

(e) No Fractional Shares. Unless otherwise determined by the Committee, the number of Shares subject to an Award shall always be a whole number. No fractional Shares may be issued under the Plan, and in connection with any calculation under the Plan that would otherwise result in the issuance or withholding of a fractional Share, the number of Shares shall be rounded down to the nearest whole Share.

(f) Individual Option and SAR Limit. The aggregate number of Shares subject to Options and/or Stock Appreciation Rights granted during any calendar year to any one Participant shall not exceed 700,000 Shares.

5. Eligibility. Participation in the Plan is limited to Service Providers. Incentive Stock Options may only be granted to Employees.

6. General Terms of Awards.

(a) Award Agreement. Except for any Award that involves only the immediate issuance of unrestricted Shares, each Award shall be evidenced by an Agreement setting forth the number of Shares subject to the Award together with such other terms and conditions applicable to the Award (and not inconsistent with the Plan) as determined by the Committee. An Award will not become effective unless acceptance of the Agreement in a manner permitted by the Committee is received by the Company within 30 days of the date the Agreement is delivered to the Participant. An Award to a Participant may be made singly or in combination with any form of Award. Two types of Awards may be made in tandem with each other such that the exercise of one type of Award with respect to a number of Shares reduces the number of Shares subject to the related Award by at least an equal amount.

(b) Vesting and Term. Each Agreement shall set forth the period until the applicable Award is scheduled to expire (which shall not be more than ten years from the Grant Date), and any applicable performance period. The Committee may provide in an Agreement for such vesting conditions as it may determine.

(c) Transferability. Except as provided in this Section 6(c), (i) during the lifetime of a Participant, only the Participant or the Participant's guardian or legal representative may exercise an Option or SAR, or receive payment with respect to any other Award; and (ii) no Award may be sold, assigned, transferred, exchanged or encumbered other than by will or the laws of descent and distribution. Any attempted transfer in violation of this Section 6(c) shall be of no effect. The Committee may, however, provide in an Agreement or otherwise that an Award (other than an Incentive Stock Option) may be transferred pursuant to a qualified domestic relations order or may be transferable by gift to any "family member" (as defined in General Instruction A(5) to Form S-8 under the Securities Act of 1933) of the Participant. Any Award held by a transferee shall continue to be subject to the same terms and conditions that were applicable to that Award immediately before the transfer thereof. For purposes of any provision of the Plan relating to notice to a Participant or to acceleration or termination of an Award upon the death or termination of employment of a Participant, the references to "Participant" shall mean the original grantee of an Award and not any transferee.

(d) Designation of Beneficiary. The Committee may permit each Participant to designate a beneficiary or beneficiaries to exercise any Award or receive a payment under any Award payable on or after the Participant's death. Any such designation shall be on a written or electronic form approved by the Committee and shall be effective upon its receipt by the Company or an agent selected by the Company.

(e) Termination of Service. Unless otherwise provided in an Agreement, and subject to Sections 6(i) and 12 of this Plan, if a Participant's Service with the Company and all of its Affiliates terminates, the following provisions shall apply (in all cases subject to the originally scheduled expiration of an Option or Stock Appreciation Right, as applicable):

(1) Upon termination of Service for Cause, all unexercised Options and SARs and all unvested portions of any other outstanding Awards shall be immediately forfeited without consideration.

(2) Upon termination of Service due to death or Disability, any unvested portion of an Award shall immediately become vested (and exercisable, if applicable), and the vested and exercisable portions of Options or SARs may be exercised for a period of twelve months after the date of such termination and shall terminate upon the expiration of such period.

(3) Upon a termination of Service for any reason other than Cause, death or Disability, all unvested and unexercisable portions of any outstanding Awards shall be immediately forfeited without consideration, but the currently vested and exercisable portions of Options and SARs may be exercised for a period of three months after the date of such termination and shall, subject to the following sentence, terminate upon the expiration of such period. However, if a Participant dies during such three-month post-termination exercise period, then the applicable post-termination exercise period shall be extended to twelve months after the date of such termination.

(f) Rights as Shareholder. No Participant shall have any rights as a shareholder with respect to any Shares covered by an Award unless and until the date the Participant becomes the holder of record of the Shares, if any, to which the Award relates.

(g) Performance-Based Awards. Any Award may be granted as a performance-based Award if the Committee establishes one or more measures of corporate, Subsidiary, business unit or individual performance which must be attained, and the performance period over which the specified performance is to be attained, as a condition to the vesting, exercisability, lapse of restrictions and/or settlement in cash or Shares of such Award. In connection with any such Award, the Committee shall determine the extent to which performance measures have been attained and other applicable terms and conditions have been satisfied, and the degree to which vesting, exercisability, lapse of restrictions and/or settlement in cash or Shares of such Award has been earned. Any performance-based Award that is intended by the Committee to qualify as Performance-Based Compensation shall additionally be subject to the requirements of Section 17 of this Plan. Except as provided in Section 17 with respect to Performance-Based Compensation, the Committee shall also have the authority to provide, in an Agreement or otherwise, for the modification of a performance period and/or an adjustment or waiver of the achievement of performance goals upon the occurrence of certain events, which may include a Change of Control, a Corporate Transaction, a recapitalization, a change in the accounting practices of the Company, or the Participant's death or Disability.

(h) Dividends and Dividend Equivalents. Any dividends or distributions paid with respect to Shares that are subject to the unvested portion of a Restricted Stock Award will be subject to the same restrictions as the Shares to which such dividends or distributions relate, except for regular cash dividends on Shares subject to the unvested portion of a Restricted Stock Award. In its discretion, the Committee may provide in an Agreement for a Stock Unit Award or an Other Stock-Based Award that the Participant will be entitled to receive dividend equivalents on the units or other Share equivalents subject to the Award based on dividends actually declared on outstanding Shares. The terms of any dividend equivalents will be as set forth in the applicable Award Agreement, including the time and form of payment and whether such dividend equivalents will be credited with interest or deemed to be reinvested in additional units or Share equivalents. The Committee may, in its discretion, provide in Award Agreements for restrictions on dividends and dividend equivalents in addition to those specified in this Section 6(h).

(i) Extension of Termination Date. If a Participant would otherwise be precluded from exercising an Option or SAR prior to the expiration of its scheduled term or prior to its termination following the termination of the Participant's Service solely because the issuance of the Shares upon such exercise would violate applicable registration requirements under the Securities Act, then the Committee may provide that the period during which the Option or SAR may be exercised and the termination date of the Option or SAR shall be extended until the date that is 30 days after the exercise of the Option or SAR would no longer violate the registration requirements of the Securities Act.

7. Stock Option Awards.

(a) Type and Exercise Price. The Agreement pursuant to which an Option is granted shall specify whether the Option is an Incentive Stock Option or a Non-Statutory Stock Option. The exercise price at which each Share subject to an Option may be purchased shall be determined by the Committee and set forth in the Agreement, and shall not be less than the Fair Market Value of a Share on the Grant Date, except in the case of Substitute Awards (to the extent consistent with Code Section 409A).

(b) Payment of Exercise Price. The purchase price of the Shares with respect to which an Option is exercised shall be payable in full at the time of exercise. The purchase price may be paid in cash or in such other manner as the Committee may permit, including payment under a broker-assisted sale and remittance program acceptable to the Committee or by withholding Shares otherwise issuable to the Participant upon exercise of the Option or by delivery to the Company of Shares (by actual delivery or attestation) already owned by the Participant (in each case, such Shares having a Fair Market Value as of the date the Option is exercised equal to the purchase price of the Shares being purchased).

(c) Exercisability and Expiration. Each Option shall be exercisable in whole or in part on the terms provided in the Agreement. No Option shall be exercisable at any time after its scheduled expiration. When an Option is no longer exercisable, it shall be deemed to have terminated.

(d) Incentive Stock Options.

(1) An Option will constitute an Incentive Stock Option only if the Participant receiving the Option is an Employee, and only to the extent that (i) it is so designated in the applicable Agreement and (ii) the aggregate Fair Market Value (determined as of the Option's Grant Date) of the Shares with respect to which Incentive Stock Options held by the Participant first become exercisable in any calendar year (under the Plan and all other plans of the Company and its Affiliates) does not exceed $100,000. To the extent an Option granted to a Participant exceeds this limit, the Option shall be treated as a Non-Statutory Stock Option. The maximum number of Shares that may be issued upon the exercise of Incentive Stock Options shall equal the maximum number of Shares that may be the subject of Awards and issued under the Plan as provided in the first sentence of Section 4(a).

(2) No Participant may receive an Incentive Stock Option under the Plan if, immediately after the grant of such Award, the Participant would own (after application of the rules contained in Code Section 424(d)) Shares possessing more than 10% of the total combined voting power of all classes of stock of the Company or an Affiliate, unless (i) the option price for that Incentive Stock Option is at least 110% of the Fair Market Value of the Shares subject to that Incentive Stock Option on the Grant Date and (ii) that Option will expire no later than five years after its Grant Date.

(3) For purposes of continued Service by a Participant who has been granted an Incentive Stock Option, no approved leave of absence may exceed three months unless reemployment upon expiration of such leave is provided by statute or contract. If reemployment is not so provided, then on the date six months following the first day of such leave, any Incentive Stock Option held by the Participant shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Non-Statutory Stock Option.

(4) If an Incentive Stock Option is exercised after the expiration of the exercise periods that apply for purposes of Code Section 422, such Option shall thereafter be treated as a Non-Statutory Stock Option.

(5) The Agreement covering an Incentive Stock Option shall contain such other terms and provisions that the Committee determines necessary to qualify the Option as an Incentive Stock Option.

8. Stock Appreciation Rights.

(a) Nature of Award. An Award of Stock Appreciation Rights shall be subject to such terms and conditions as are determined by the Committee, and shall provide a Participant the right to receive upon exercise of the SAR all or a portion of the excess of (i) the Fair Market Value as of the date of exercise of the SAR of the number of Shares as to which the SAR is being exercised, over (ii) the aggregate exercise price for such number of Shares. The per Share exercise price for any SAR Award shall be determined by the Committee and set forth in the applicable Agreement, and shall not be less than the Fair Market Value of a Share on the Grant Date, except in the case of Substitute Awards (to the extent consistent with Code Section 409A).

(b) Exercise of SAR. Each SAR may be exercisable in whole or in part at the times, on the terms and in the manner provided in the Agreement. No SAR shall be exercisable at any time after its scheduled expiration. When a SAR is no longer exercisable, it shall be deemed to have terminated. Upon exercise of a SAR, payment to the Participant shall be made at such time or times as shall be provided in the Agreement in the form of cash, Shares or a combination of cash and Shares as determined by the Committee. The Agreement may provide for a limitation upon the amount or percentage of the total appreciation on which payment (whether in cash and/or Shares) may be made in the event of the exercise of a SAR.

9. Restricted Stock Awards.

(a) Vesting and Consideration. Shares subject to a Restricted Stock Award shall be subject to vesting conditions, and the corresponding lapse of forfeiture conditions and other restrictions, based on such factors and occurring over such period of time as the Committee may determine in its discretion. The Committee may provide whether any consideration other than Services must be received by the Company or any Affiliate as a condition precedent to the grant of a Restricted Stock Award, and may correspondingly provide for Company reacquisition or repurchase rights if such additional consideration has been required and some or all of a Restricted Stock Award does not vest.

(b) Shares Subject to Restricted Stock Awards. Unvested Shares subject to a Restricted Stock Award shall be evidenced by a book-entry in the name of the Participant with the Company's transfer agent or by one or more Stock certificates issued in the name of the Participant. Any such Stock certificate shall be deposited with the Company or its designee, together with an assignment separate from the certificate, in blank, signed by the Participant, and bear an appropriate legend referring to the restricted nature of the Restricted Stock evidenced thereby. Any book-entry shall be subject to transfer restrictions and accompanied by a similar legend. Upon the vesting of Shares of Restricted Stock and the corresponding lapse of the restrictions and forfeiture conditions, the corresponding transfer restrictions and restrictive legend will be removed from the book-entry evidencing such Shares or the certificate evidencing such Shares, and any such certificate shall be delivered to the Participant. Such vested Shares may, however, remain subject to additional restrictions as provided in Section 18(c). Except as otherwise provided in the Plan or an applicable Agreement, a Participant with a Restricted Stock Award shall have all the rights of a shareholder, including the right to vote the Shares of Restricted Stock.

10. Stock Unit Awards.

(a) Vesting and Consideration. A Stock Unit Award shall be subject to vesting conditions, and the corresponding lapse of forfeiture conditions and other restrictions, based on such factors and occurring over such period of time as the Committee may determine in its discretion. The Committee may provide whether any consideration other than Services must be received by the Company or any Affiliate as a condition precedent to the settlement of a Stock Unit Award.

(b) Payment of Award. Following the vesting of a Stock Unit Award, settlement of the Award and payment to the Participant shall be made at such time or times in the form of cash, Shares (which may themselves be considered Restricted Stock under the Plan subject to restrictions on transfer and forfeiture conditions) or a combination of cash and Shares as determined by the Committee. If the Stock Unit Award is not by its terms exempt from the requirements of Code Section 409A, then the applicable Agreement shall contain terms and conditions intended to avoid adverse tax consequences specified in Code Section 409A.

11. Cash-Based and Other Stock-Based Awards.

(a) Cash Incentive Awards. A Cash Incentive Award shall be considered a performance-based Award for purposes of, and subject to, Section 6(g), the payment of which shall be contingent upon the degree to which one or more specified performance goals have been achieved over the specified performance period. Cash Incentive Awards may be granted to any Participant in such amounts and upon such terms and at such times as shall be determined by the Committee, and may be denominated in units that have a dollar value established by the Committee as of the Grant Date. Following the completion of the applicable performance period and the vesting of a Cash Incentive Award, payment of the settlement amount of the Award to the Participant shall be made at such time or times in the form of cash, Shares or other forms of Awards under the Plan (valued for these purposes at their grant date fair value) or a combination of cash, Shares and other forms of Awards as determined by the Committee and specified in the applicable Agreement. If a Cash Incentive Award is not by its terms exempt from the requirements of Code Section 409A, then the applicable Agreement shall contain terms and conditions intended to avoid adverse tax consequences specified in Code Section 409A.

(b) Other Stock-Based Awards. The Committee may from time to time grant Stock and other Awards that are valued by reference to and/or payable in whole or in part in Shares under the Plan. The Committee, in its sole discretion, shall determine the terms and conditions of such Awards, which shall be consistent with the terms and purposes of the Plan. The Committee may, in its sole discretion, direct the Company to issue Shares subject to restrictive legends and/or stop transfer instructions that are consistent with the terms and conditions of the Award to which the Shares relate.

12. Changes in Capitalization and Other Corporate Events.

(a) Adjustments for Changes in Capitalization. In the event of any equity restructuring (within the meaning of FASB ASC Topic 718 - *Stock Compensation*) that causes the per share value of Shares to change, such as a stock dividend, stock split, spinoff, rights offering or recapitalization through an extraordinary dividend, the Committee shall make such adjustments as it deems equitable and appropriate to (i) the aggregate number and kind of Shares or other securities issued or reserved for issuance under the Plan, (ii) the number and kind of Shares or other securities subject to outstanding Awards, (iii) the exercise price of outstanding Options and SARs, and (iv) any maximum limitations prescribed by the Plan with respect to certain types of Awards or the grants to individuals of certain types of Awards. In the event of any other change in corporate capitalization, including a merger, consolidation, reorganization, or partial or complete liquidation of the Company, such equitable adjustments described in the foregoing sentence may be made as determined to be appropriate and equitable by the Committee to prevent dilution or enlargement of rights of Participants. In either case, any such adjustment shall be conclusive and binding for all purposes of the Plan. No adjustment shall be made pursuant to this Section 12(a) in connection with the conversion of any convertible securities of the Company, or in a manner that would cause Incentive Stock Options to violate Section 422(b) of the Code or cause an Award to be subject to adverse tax consequences under Section 409A of the Code.

(b) Corporate Transactions. Unless otherwise provided in an applicable Agreement, in the event of a Change in Control that involves a Corporate Transaction, the Board or the Committee shall take one or more of the following actions with respect to outstanding Awards, which actions may vary among individual Participants and among Awards held by an individual Participant, and are conditioned in each case upon the closing or completion of the Corporate Transaction:

(1) *Continuation, Assumption or Replacement of Awards.* Arrange for the surviving or successor entity (or its Parent) to continue, assume or replace Awards outstanding as of the date of the Corporate Transaction, with such Awards or replacements therefor to remain outstanding and be governed by their respective terms. For purposes of this Section 12(b)(1), an Award shall be considered assumed or replaced if, in connection with the Corporate Transaction and in a manner consistent with Code Sections 409A and 424, either (i) the contractual obligations represented by the Award are expressly assumed by the surviving or successor entity (or its Parent) with appropriate adjustments to the number and type of securities subject to the Award and the exercise price thereof that preserves the intrinsic value of the Award existing at the time of the Corporate Transaction, or (ii) the Participant has received a comparable award that preserves the intrinsic value of the Award existing at the time of the Corporate Transaction and is subject to substantially similar terms and conditions as the Award.

(2) *Acceleration*. Accelerate the vesting (and exercisability, if applicable) of (i) some or all outstanding Options and SARs so that such Awards may be exercised in full for such limited period of time prior to the effective time of the Corporate Transaction as is deemed fair and equitable by the Board or Committee, with such Awards then terminating to the extent not exercised at the effective time of the Corporate Transaction, and (ii) some or all outstanding Full Value Awards or Cash Incentive Awards immediately prior to the effective time of the Corporate Transaction. In the case of performance-based Awards, the number of Shares or the amount of a Cash Incentive Award subject to such accelerated vesting shall be based on a determination by the Board or Committee of the degree to which any performance-based vesting or payment conditions will be deemed satisfied. The Board or Committee shall provide written notice of the period of accelerated exercisability of Options and SARs to all affected Participants, and any exercise of such accelerated Awards shall be effective only immediately before the effective time of the Corporate Transaction.

(3) *Payment for Awards*. Cancel some or all outstanding Awards at or immediately prior to the effective time of the Corporate Transaction in exchange for payments to the holders as provided in this Section 12(b)(3). The payment for any Award canceled shall be in an amount equal to the difference, if any, between (i) the fair market value (as determined in good faith by the Board or Committee) of the consideration that would otherwise be received in the Corporate Transaction for the number of Shares remaining subject to the Award, and (ii) the aggregate exercise price (if any) for the number of Shares remaining subject to such Award. If the amount determined pursuant to clause (i) of the preceding sentence is less than or equal to the amount determined pursuant to clause (ii) of the preceding sentence with respect to any Award, such Award may be canceled without payment of any kind to the affected Participant. The payment for any canceled Cash Incentive Award that was to be settled in Shares shall be in an amount equal to the settlement amount that was to form the basis for the calculation of the number of Shares to be issued. In the case of performance-based Awards, the number of Shares remaining subject to an Award or the settlement amount of a Cash Incentive Award shall be calculated based on a determination by the Board or Committee of the degree to which any performance-based vesting or payment conditions will be deemed satisfied. Payment of any amount under this Section 12(b)(3) shall be made in such form (including in shares of the surviving or successor entity or its Parent), on such terms and subject to such conditions as the Board or Committee determines in its discretion, which may or may not be the same as the form, terms and conditions applicable to payments to the Company's shareholders in connection with the Corporate Transaction, and may, in the discretion of the Board or Committee, include subjecting such payments to vesting conditions comparable to those of the Award canceled, subjecting such payments to escrow or holdback terms comparable to those imposed upon the Company's shareholders under the Corporate Transaction, or calculating and paying the present value of payments that would otherwise be subject to escrow or holdback terms.

(4) *Termination After a Corporate Transaction*. Provide that with respect to any Award that is continued, assumed or replaced under the circumstances described in Section 12(b)(1), if within 18 months after the Corporate Transaction the Participant experiences an involuntary termination of Service from the surviving or successor entity (or its Parent or subsidiary) for reasons other than Cause, then (i) outstanding Options and SARs issued to the Participant that are not yet fully exercisable shall immediately become exercisable in full and shall remain exercisable for one year following the Participant's termination of Service, and (ii) any Full Value Awards that are not yet fully vested shall immediately vest in full.

(5) *Adjustments to Awards*. Make such adjustments to some or all outstanding Awards as may be required or permitted by Sections 12(a) and 6(g).

(c) Change in Control. In connection with a Change in Control that does not involve a Corporate Transaction, the Board or Committee may provide (in the applicable Agreement or otherwise) for one or more of the following: (i) that any Award shall become fully vested (and exercisable, if applicable) upon the occurrence of the Change in Control or upon the involuntary termination of the Participant without Cause within 18 months of the Change in Control, (ii) that any Option or SAR shall remain exercisable during all or some specified portion of its remaining term, or (iii) that Awards shall be canceled in exchange for payments in a manner similar to that provided in Section 12(b)(3). The Committee will not be required to treat all Awards similarly in such circumstances.

(d) Dissolution or Liquidation. Unless otherwise provided in an applicable Agreement, in the event the shareholders of the Company approve the complete dissolution or liquidation of the Company, all outstanding Awards shall vest and become fully exercisable, and will terminate immediately prior to the consummation of any such proposed action. The Committee will notify each Participant as soon as practicable of such accelerated vesting and exercisability and pending termination.

(e) Limitation on Change in Control Payments. If any payments to a Participant pursuant to Awards made under this Plan (including, for this purpose, the acceleration of the vesting and exercisability of any Award or the payment of cash or other property in exchange for all or part of any Award), taken together with any payments or benefits otherwise paid or distributed to the Participant by the Company or any corporation that is a member of an "affiliated group" (as defined in Section 1504 of the Code without regard to Section 1504(b) of the Code) of which the Company is a member (the "other arrangements") would collectively constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), and if the net after-tax amount of such parachute payment to the Participant is less than what the net after-tax amount to the Participant would be if the aggregate payments and benefits otherwise constituting the parachute payment were limited to three times the Participant's "base amount" (as defined in Section 280G(b)(3) of the Code) less $1.00, then the aggregate payments and benefits otherwise constituting the parachute payment shall be reduced to an amount that shall equal three times the Participant's base amount, less $1.00. Should such a reduction in payments and benefits be required, the Participant shall be entitled, subject to the following sentence, to designate those payments and benefits under this Plan or the other arrangements that will be reduced or eliminated (including, as applicable, a reduction in the number of Shares subject to Awards that will vest on an accelerated basis) so as to achieve the specified reduction in aggregate payments and benefits to the Participant and avoid characterization of such aggregate payments and benefits as a parachute payment. To the extent that the Participant's ability to make such a designation would cause any of the payments and benefits to become subject to any additional tax under Code Section 409A, or if the Participant fails to make such a designation within the time prescribed by the Committee, then the Committee shall achieve the necessary reduction in such payments and benefits by first reducing or eliminating the portion of the payments and benefits that are payable in cash and then by reducing or eliminating the non-cash portion of the

payments and benefits, in each case in reverse order beginning with payments and benefits which are to be paid or provided the furthest in time from the date of the Committee's determination. For purposes of this Section 12(e), a net after-tax amount shall be determined by taking into account all applicable income, excise and employment taxes, whether imposed at the federal, state or local level, including the excise tax imposed under Section 4999 of the Code.

13. Plan Participation and Service Provider Status. Status as a Service Provider shall not be construed as a commitment that any Award will be made under the Plan to that Service Provider or to eligible Service Providers generally. Nothing in the Plan or in any Agreement or related documents shall confer upon any Service Provider or Participant any right to continued Service with the Company or any Affiliate, nor shall it interfere with or limit in any way any right of the Company or any Affiliate to terminate the person's Service at any time with or without Cause or change such person's compensation, other benefits, job responsibilities or title.

14. Tax Withholding. The Company or any Affiliate, as applicable, shall have the right to (i) withhold from any cash payment under the Plan or any other compensation owed to a Participant an amount sufficient to cover any required withholding taxes related to the grant, vesting, exercise or settlement of an Award, and (ii) require a Participant or other person receiving Shares under the Plan to pay a cash amount sufficient to cover any required withholding taxes before actual receipt of those Shares. In lieu of all or any part of a cash payment from a person receiving Shares under the Plan, the Committee may permit the individual to cover all or any part of the required withholdings (up to the Participant's minimum required tax withholding rate) through a reduction in the number of Shares delivered or a delivery or tender to the Company of Shares held by the Participant or other person, in each case valued in the same manner as used in computing the withholding taxes under applicable laws.

15. Effective Date, Duration, Amendment and Termination of the Plan.

(a) Effective Date. The Plan shall become effective on the date it is approved by the Company's shareholders, which shall be considered the date of its adoption for purposes of Treasury Regulation §1.422-2(b)(2)(i). No Awards shall be made under the Plan prior to its effective date. If the Company's shareholders fail to approve the Plan within 12 months of its approval by the Board, the Plan shall be of no further force or effect.

(b) Duration of the Plan. The Plan shall remain in effect until all Shares subject to it shall be distributed, the Plan is terminated pursuant to Section 15(c), or the tenth anniversary of the effective date of the Plan, whichever occurs first (the "Termination Date"). Awards made before the Termination Date shall continue to be outstanding in accordance with their terms unless limited in the applicable Agreements.

(c) Amendment and Termination of the Plan. The Board may at any time terminate, suspend or amend the Plan. The Company shall submit any amendment of the Plan to its shareholders for approval only to the extent required by applicable laws or regulations or the rules of any securities exchange on which the Shares may then be listed. No termination, suspension, or amendment of the Plan may materially impair the rights of any Participant under a previously granted Award without the Participant's consent, unless such action is necessary to comply with applicable law or stock exchange rules.

(d) Amendment of Awards. Subject to Section 15(e), the Committee may unilaterally amend the terms of any Agreement previously granted, except that no such amendment may materially impair the rights of any Participant under the applicable Award without the Participant's consent, unless such amendment is necessary to comply with applicable law or stock exchange rules or any compensation recovery policy as provided in Section 18(i)(2).

(e) No Option or SAR Repricing. Except as provided in Section 12(a), no Option or Stock Appreciation Right granted under the Plan may be amended to decrease the exercise price thereof, be cancelled in exchange for the grant of any new Option or Stock Appreciation Right with a lower exercise price or any new Full Value Award, be repurchased by the Company or any Affiliate, or otherwise be subject to any action that would be treated under accounting rules or otherwise as a "repricing" of such Option or Stock Appreciation Right, unless such action is first approved by the Company's shareholders.

16. Substitute Awards. The Committee may also grant Awards under the Plan in substitution for, or in connection with the assumption of, existing awards granted or issued by another corporation and assumed or otherwise agreed to be provided for by the Company pursuant to or by reason of a transaction involving a merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation to which the Company or an Affiliate is a party. The terms and conditions of the Substitute Awards may vary from the terms and conditions set forth in the Plan to the extent that the Committee at the time of the grant may deem appropriate to conform, in whole or in part, to the provisions of the awards in substitution for which they are granted.

17. Performance-Based Compensation.

(a) Designation of Awards. If the Committee determines at the time a Full Value Award or a Cash Incentive Award is granted to a Participant that such Participant is, or is likely to be, a "covered employee" for purposes of Code Section 162(m) as of the end of the tax year in which the Company would ordinarily claim a tax deduction in connection with such Award, then the Committee may provide that this Section 17 will be applicable to such Award, which shall be considered Performance-Based Compensation.

(b) Compliance with Code Section 162(m). If an Award is subject to this Section 17, then the lapsing of restrictions thereon and the distribution of cash, Shares or other property pursuant thereto, as applicable, shall be subject to the achievement over the applicable performance period of one or more performance goals based on one or more of the performance measures specified in Section 17(d). The Committee will select the applicable performance measure(s) and specify the performance goal(s) based on those performance measures for any performance period, specify in terms of an objective formula or standard the method for calculating the amount payable to a Participant if the performance goal(s) are satisfied, and certify the degree to which applicable performance goals have been satisfied and any amount payable in connection with an Award subject to this Section 17, all within the time periods prescribed by and consistent with the other requirements of Code Section 162(m). In specifying the performance goals applicable to any performance period, the Committee may provide that one or more objectively determinable adjustments shall be made to the performance measures on which the performance goals are based, which may include adjustments that would cause such measures to be considered "non-GAAP financial measures" within the meaning of Rule 101 under Regulation G promulgated by the Securities and Exchange Commission. The Committee may also adjust performance measures for a performance period to the extent permitted by Code Section 162(m) in connection with an event described in Section 12(a) to prevent the dilution or enlargement of a Participant's rights with respect to Performance-Based Compensation. The Committee may adjust downward, but not upward, any amount determined to be otherwise payable in connection with such an Award. The Committee may also provide, in an Agreement or otherwise, that the achievement of specified performance goals in connection with an Award subject to this Section 17 may be waived upon the death or Disability of the

Participant or under any other circumstance with respect to which the existence of such possible waiver will not cause the Award to fail to qualify as "performance-based compensation" under Code Section 162(m).

(c) Limitations. With respect to Awards of Performance-Based Compensation, the maximum number of Shares that may be the subject of any Full Value Awards that are denominated in Shares or Share equivalents and that are granted to any one Participant during any calendar year shall not exceed 280,000 Shares (subject to adjustment as provided in Section 12(a)). The maximum amount payable with respect to any Cash Incentive Awards and Full Value Awards that are denominated other than in Shares or Share equivalents and that are granted to any one Participant during any calendar year shall not exceed $5,000,000 multiplied by the number of full or partial years in the applicable performance period.

(d) Performance Measures. For purposes of any Full Value Award considered Performance-Based Compensation subject to this Section 17, the performance measures to be utilized shall be limited to one or a combination of two or more of the following: revenue or net sales; gross profit; operating profit; net income; earnings before income taxes; earnings before one or more of interest, taxes, depreciation, amortization and other adjustments; profitability as measured by return ratios (including, but not limited to, return on assets, return on equity, return on investment and return on revenues or gross profit) or by the degree to which any of the foregoing earnings measures exceed a percentage of revenues or gross profit; cash flow; market share; margins (including one or more of gross, operating and net earnings margins); stock price; total stockholder return; asset quality; non-performing assets; operating assets; operating expenses; balance of cash, cash equivalents and marketable securities; improvement in or attainment of expense levels or cost savings; inventory levels; inventory or operating asset turnover; accounts receivable levels (including measured in terms of days sales outstanding); economic value added; improvement in or attainment of working capital levels; employee retention; customer satisfaction; and implementation or completion of critical projects; and growth in customer base. Any performance goal based on one or more of the foregoing performance measures may, in the Committee's discretion, be expressed in absolute amounts, on a per share basis (basic or diluted), relative to one or more other performance measures, as a growth rate or change from preceding periods, or as a comparison to the performance of specified companies or a published or special index (including stock market indices) or other external measures, and may relate to one or any combination of Company, Affiliate or business unit performance.

18. Other Provisions.

(a) Unfunded Plan. The Plan shall be unfunded and the Company shall not be required to segregate any assets that may at any time be represented by Awards under the Plan. Neither the Company, its Affiliates, the Committee, nor the Board shall be deemed to be a trustee of any amounts to be paid under the Plan nor shall anything contained in the Plan or any action taken pursuant to its provisions create or be construed to create a fiduciary relationship between the Company and/or its Affiliates, and a Participant. To the extent any person has or acquires a right to receive a payment in connection with an Award under the Plan, this right shall be no greater than the right of an unsecured general creditor of the Company.

(b) Limits of Liability. Except as may be required by law, neither the Company nor any member of the Board or of the Committee, nor any other person participating (including participation pursuant to a delegation of authority under Section 3(c) of the Plan) in any determination of any question under the Plan, or in the interpretation, administration or application of the Plan, shall have any liability to any party for any action taken, or not taken, in good faith under the Plan.

(c) Compliance with Applicable Legal Requirements. No Shares distributable pursuant to the Plan shall be issued and delivered unless the issuance of the Shares complies with all applicable legal requirements, including compliance with the provisions of applicable state and federal securities laws, and the requirements of any securities exchanges on which the Company's Shares may, at the time, be listed. The Committee may, in its discretion, suspend the right to exercise Options or SARs to be settled in Shares, or delay the payment or settlement of any other Awards to be paid or settled in Shares, during any period in which the issuance of such Shares would not be in compliance with any applicable legal or securities exchange requirements. During any period in which the offering and issuance of Shares under the Plan are not registered under federal or state securities laws, Participants shall acknowledge that they are acquiring Shares under the Plan for investment purposes and not for resale, and that Shares may not be transferred except pursuant to an effective registration statement under, or an exemption from the registration requirements of, such securities laws. Any book-entry or stock certificate evidencing Shares issued under the Plan that are subject to such securities law restrictions shall be accompanied by or bear an appropriate restrictive legend.

(d) Other Benefit and Compensation Programs. Payments and other benefits received by a Participant under an Award made pursuant to the Plan shall not be deemed a part of a Participant's regular, recurring compensation for purposes of the termination, indemnity or severance pay laws of any country or state and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided by the Company or an Affiliate unless expressly so provided by such other plan, contract or arrangement, or unless the Committee expressly determines that an Award or portion of an Award should be included to accurately reflect competitive compensation practices or to recognize that an Award has been made in lieu of a portion of competitive cash compensation.

(e) Governing Law. To the extent that federal laws do not otherwise control, the Plan and all determinations made and actions taken pursuant to the Plan shall be governed by the laws of the State of Minnesota without regard to its conflicts-of-law principles and shall be construed accordingly.

(f) Severability. If any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

(g) Code Section 409A. It is intended that (i) all Awards of Options, SARs and Restricted Stock under the Plan will not provide for the deferral of compensation within the meaning of Code Section 409A and thereby be exempt from Code Section 409A, and (ii) all other Awards under the Plan will either not provide for the deferral of compensation within the meaning of Code Section 409A, or will comply with the requirements of Code Section 409A, and the Committee shall endeavor to structure Awards and administer and interpret the Plan in accordance with this intent. The Plan and any Agreement may be unilaterally amended by the Company in any manner deemed necessary or advisable by the Committee or Board in order to maintain such exemption from or compliance with Code Section 409A, and any such amendment shall conclusively be presumed to be necessary to comply with applicable law. Notwithstanding anything to the contrary in the Plan or any Agreement, with respect to any Award that constitutes a deferral of compensation subject to Code Section 409A:

(1) If any amount is payable under such Award upon a termination of Service, a termination of Service will be deemed to have occurred only at such time as the Participant has experienced a "separation from service" as such term is defined for purposes of Code Section 409A; and

(2) If any amount shall be payable with respect to any such Award as a result of a Participant's "separation from service" at such time as the Participant is a "specified employee" within the meaning of Code Section 409A, then no payment shall be made, except as permitted under Code Section 409A, prior to the first business day after the earlier of (i) the date that is six months after the Participant's separation from Service or (ii) the Participant's death. Unless the Committee has adopted a specified employee identification policy as contemplated by Code Section 409A, specified employees will be identified in accordance with the default provisions specified under Code Section 409A.

Neither the Company, the Committee or any other person involved with the administration of this Plan shall in any way be responsible for ensuring the exemption of any Award from, or compliance by any Award with, the requirements of Code Section 409A. By accepting an Award under this Plan, each Participant acknowledges that the Company has no duty or obligation to design or administer the Plan or Awards granted thereunder in a manner that minimizes a Participant's tax liabilities, including the avoidance of any additional tax liabilities under Code Section 409A.

(h) Rule 16b-3. It is intended that the Plan and all Awards granted pursuant to it shall be administered by the Committee so as to permit the Plan and Awards to comply with Exchange Act Rule 16b-3. If any provision of the Plan or of any Award would otherwise frustrate or conflict with the intent expressed in this Section 18(h), that provision to the extent possible shall be interpreted and deemed amended in the manner determined by the Committee so as to avoid the conflict. To the extent of any remaining irreconcilable conflict with this intent, the provision shall be deemed void as applied to Participants subject to Section 16 of the Exchange Act to the extent permitted by law and in the manner deemed advisable by the Committee.

(i) Forfeiture and Compensation Recovery.

(1) The Committee may specify in an Agreement that the Participant's rights, payments, and benefits with respect to an Award will be subject to reduction, cancellation, forfeiture or recovery by the Company upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include termination of Service for Cause, violation of any material Company or Affiliate policy, breach of noncompetition, non-solicitation or confidentiality provisions that apply to the Participant, a determination that the payment of the Award was based on an incorrect determination that financial or other criteria were met or other conduct by the Participant that is detrimental to the business or reputation of the Company or its Affiliates.

(2) Awards and any compensation associated therewith may be made subject to forfeiture, recovery by the Company or other action pursuant to any compensation recovery policy adopted by the Board or the Committee at any time, including in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder, or as otherwise required by law. Any Agreement may be unilaterally amended by the Committee to comply with any such compensation recovery policy.

Exhibit 10.14

PROTO LABS, INC.
2012 LONG-TERM INCENTIVE PLAN

Employee Incentive Stock Option Agreement

Proto Labs, Inc. (the "Company"), pursuant to its 2012 Long-Term Incentive Plan (the "Plan"), hereby grants to you, the Optionee named below, an Option to purchase the number of shares of the Company's common stock shown in the table below at the specified exercise price per share. The terms and conditions of this Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document which is attached. To the extent any capitalized term used in this Agreement is not defined, it shall have the meaning assigned to it in the Plan as it currently exists or as it is amended in the future.

Name of Optionee:	
No. of Shares Covered:	Grant Date:
Exercise Price Per Share:	Expiration Date:

Vesting and Exercise Schedule:

Dates	Number of Shares as to Which Option Becomes Vested and Exercisable

By signing or otherwise authenticating this cover page, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

OPTIONEE:

_____

PROTO LABS, INC.

By: _____

Title: _____

Proto Labs, Inc.
2012 Long-Term Incentive Plan
Employee Incentive Stock Option Agreement

Option Terms and Conditions

1. **Incentive Stock Option**. This Option is intended to be an "incentive stock option" within the meaning of Section 422 of the Code and will be interpreted accordingly.

2. **Vesting and Exercise Schedule**. This Option will vest and become exercisable as to the portion of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company and its Affiliates does not end. The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired, terminated or been cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may, at any time, purchase all or any portion of the Shares that may then be purchased under that Schedule.

   Vesting and exercisability of this Option will be accelerated during the term of the Option upon the termination of your Service due to death or Disability as provided in Section 6(e)(2) of the Plan, and under the circumstances described in Section 10 of this Agreement, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

3. **Expiration**. This Option will expire and will no longer be exercisable at 5:00 p.m. Central Time on the earliest of:

   (a) the Expiration Date specified on the cover page of this Agreement;

   (b) upon your termination of Service for Cause;

   (c) upon the expiration of any applicable period specified in Section 6(e) of the Plan or Section 10 of this Agreement during which this Option may be exercised after your termination of Service; or

   (d) the date (if any) fixed for termination or cancellation of this Option pursuant to Sections 12(b)(2), (b)(3), (c) or (d) of the Plan.

4. **Service Requirement**. Except as otherwise provided in Section 6(e) of the Plan and Section 10 of this Agreement, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the date this Option was granted.

5. **Exercise of Option**. Subject to Section 4, the vested and exercisable portion of this Option may be exercised by delivering written or electronic notice of exercise to the Company at the principal executive office of the Company, to the attention of the Company's Secretary or the party designated by such officer (which written or electronic notice will state the number of Shares to be purchased, the manner in which the exercise price will be paid and the manner in which the Shares to be acquired are to be delivered, and must be signed or otherwise authenticated by the person exercising this Option), or by such other means as the Committee may approve. If the person exercising this Option is not the Optionee, he/she also must submit appropriate proof of his/her right to exercise this Option.

6. **Payment of Exercise Price**. When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

   (a) cash;

   (b) to the extent permitted by law, a broker-assisted cashless exercise in which you irrevocably instruct a broker to deliver proceeds of a sale of all or a portion of the Shares for which the Option is being exercised (or proceeds of a loan secured by such Shares) to the Company in payment of the purchase price of such Shares; or

   (c) by delivery to the Company or its designated agent (by actual delivery or attestation) of unencumbered Shares having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised; or

   (d) by a reduction in the number of Shares to be delivered to you upon exercise, such number of Shares to be withheld having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised.

   However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

7. **Tax Consequences**. You hereby acknowledge that if any Shares received pursuant to the exercise of any portion of this Option are sold within two years from the Grant Date or within one year from the effective date of exercise of this Option, or if certain other requirements of the Internal Revenue Code are not satisfied, such Shares will be deemed under the Code not to have been acquired by you pursuant to an "incentive stock option" as defined in the Code. You agree to promptly notify the Company if you sell any Shares received upon the exercise of this Option within the time periods specified in the previous sentence. The Company shall not be liable to you if this Option for any reason is deemed not to be an "incentive stock option" within the meaning of the Code.

8. **Delivery of Shares**. As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and determines that all conditions to exercise have been satisfied, it will arrange for the delivery of the Shares being purchased in accordance with the delivery instructions indicated in such notice. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of the Shares to you, and all fees and expenses incurred by it in connection therewith. All Shares so issued will be fully paid and nonassessable. Notwithstanding anything to the contrary in this Agreement, the Company will not be required to issue or deliver any Shares prior to the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Company may determine to be necessary or desirable.

9. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option. You may not assign or transfer this Option other than a transfer upon your death in accordance with your will, by the laws of descent and distribution

or pursuant to a beneficiary designation submitted in accordance with Section 6(d) of the Plan. Following any such transfer, this Option shall continue to be subject to the same terms and conditions that were applicable to this Option immediately prior to its transfer and may be exercised by such permitted transferee as and to the extent that this Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

10. **Change in Control**. If, within 12 months of a Change in Control, your Service with the Company and its Affiliates is involuntarily terminated without Cause, or is voluntarily terminated by you for Good Reason (as defined below), and this Option (or a replacement therefore as contemplated by Section 12(b)(1) of the Plan) remains outstanding at the time of such termination, then any unvested portion of this Option shall immediately become vested and exercisable and this Option shall remain exercisable for one year following such termination of Service. For purposes of this Section 10, "Good Reason" means any one or more of the following that occur without your prior written consent:

    (a) a material reduction in your base compensation, other than a reduction that is part of and proportionally consistent with a broad-based reduction in base compensation applicable to Company employees generally;

    (b) a material diminution in your authority, duties or responsibilities;

    (c) a material diminution in the authorities, duties or responsibilities of the supervisor to whom you are required to report, including a requirement that you report to a corporate officer or employee rather than to the Board or a committee thereof;

    (d) a material diminution in the budget over which you retain authority;

    (e) a change in the location of the Company facility or office where you are based to a location more than 50 miles from the Company facility or office where you were based immediately prior to the Change in Control; or

    (f) a material breach by the Company of any terms or conditions of this Agreement or any other agreement between you and the Company, which breach has not been cured by the Company within 15 days after written notice thereof to the Company from you.

    In addition to the foregoing, a termination shall be deemed to be for Good Reason only if you notify the Company within 60 days after the later of the occurrence of the event giving rise to Good Reason or your learning of such event, specifically describing such event, and the Company shall have failed to remedy the condition giving rise to such notice within 30 days after such notice has been given.

11. **No Shareholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a shareholder of the Company with respect to any Shares subject to this Option until a certificate evidencing such Shares has been issued (or an appropriate book entry in the Company's stock register has been made). No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued (or an appropriate book entry has been made), except as otherwise described in the Plan.

12. **Discontinuance of Service**. This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

13. **Governing Plan Document**. This Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

14. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).

15. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

16. **Compensation Recovery Policy**. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

By signing or otherwise authenticating the cover page of this Agreement, you agree to all the terms and conditions described above and in the Plan document.

Exhibit 10.15

PROTO LABS, INC.
2012 LONG-TERM INCENTIVE PLAN

Director Non-Statutory Stock Option Agreement

Proto Labs, Inc. (the "Company"), pursuant to its 2012 Long-Term Incentive Plan (the "Plan"), hereby grants to you, the Optionee named below, an Option to purchase the number of shares of the Company's common stock shown in the table below at the specified exercise price per share. The terms and conditions of this Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document which is attached. To the extent any capitalized term used in this Agreement is not defined, it shall have the meaning assigned to it in the Plan as it currently exists or as it is amended in the future.

Name of Optionee:	
No. of Shares Covered:	Grant Date:
Exercise Price Per Share:	Expiration Date:

Vesting and Exercise Schedule:

Date	Percentage of Shares as to Which Option Becomes Vested and Exercisable

By signing or otherwise authenticating this cover page, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

OPTIONEE:

_____

PROTO LABS, INC.

By: _____

Title: _____

Proto Labs, Inc.
2012 Long-Term Incentive Plan
Director Non-Statutory Stock Option Agreement

Option Terms and Conditions

1. **Non-Qualified Stock Option**. This Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Code and will be interpreted accordingly.

2. **Vesting and Exercise Schedule**. This Option will vest and become exercisable as to all of the Shares subject to this Option on the earliest of the following:

   (a) the date specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company and its Affiliates has not ended;

   (b) the date your Service to the Company ends due to your death or Disability; or

   (c) the date a Change in Control occurs, so long as you have continuously provided Service to the Company between the Grant Date and the date of such Change in Control.

   To the extent the Option has not already been exercised and has not expired, terminated or been cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may at any time purchase all or any portion of the Shares subject to the Option that may then be purchased.

3. **Expiration**. This Option will expire and will no longer be exercisable at 5:00 p.m. Central Time on the earliest of:

   (a) the Expiration Date specified on the cover page of this Agreement;

   (b) upon your termination of Service for Cause; or

   (c) upon the expiration of any applicable period specified in Section 6(e) of the Plan during which this Option may be exercised after your termination of Service.

4. **Service Requirement**. Except as otherwise provided in Section 6(e) of the Plan, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the date this Option was granted.

5. **Exercise of Option**. Subject to Section 4, the vested and exercisable portion of this Option may be exercised by delivering written or electronic notice of exercise to the Company at the principal executive office of the Company, to the attention of the Company's Secretary or the party designated by such officer (which written or electronic notice will state the number of Shares to be purchased, the manner in which the exercise price will be paid and the manner in which the Shares to be acquired are to be delivered, and must be signed or otherwise authenticated by the person exercising this Option), or by such other means as the Committee may approve. If the person exercising this Option is not the Optionee, he/she also must submit appropriate proof of his/her right to exercise this Option.

6. **Payment of Exercise Price**. When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

(a) cash;

(b) to the extent permitted by law, a broker-assisted cashless exercise in which you irrevocably instruct a broker to deliver proceeds of a sale of all or a portion of the Shares for which the Option is being exercised (or proceeds of a loan secured by such Shares) to the Company in payment of the purchase price of such Shares;

(c) by delivery to the Company or its designated agent (by actual delivery or attestation) of unencumbered Shares having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised; or

(d) by a reduction in the number of Shares to be delivered to you upon exercise, such number of Shares to be withheld having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised.

However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

7. **Delivery of Shares**. As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and determines that all conditions to exercise have been satisfied, it will arrange for the delivery of the Shares being purchased in accordance with the delivery instructions indicated in such notice. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of the Shares to you, and all fees and expenses incurred by it in connection therewith. All Shares so issued will be fully paid and nonassessable. Notwithstanding anything to the contrary in this Agreement, the Company will not be required to issue or deliver any Shares prior to the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Company may determine to be necessary or desirable.

8. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this Option other than (i) a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted in accordance with Section 6(d) of the Plan, or (ii) pursuant to a qualified domestic relations order. Following any such transfer, this Option shall continue to be subject to the same terms and conditions that were applicable to this Option immediately prior to its transfer and may be exercised by such permitted transferee as and to the extent that this Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

9. **No Shareholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a shareholder of the Company with respect to any Shares subject to this Option until a certificate evidencing such Shares has been issued (or an appropriate book entry in the

Company's stock register has been made). No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued (or an appropriate book entry has been made), except as otherwise described in the Plan.

10. **Discontinuance of Service**. This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time in any manner permitted by law and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

11. **Governing Plan Document**. This Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

12. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).

13. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

By signing or otherwise authenticating the cover page of this Agreement, you agree to all the terms and conditions described above and in the Plan document.

Exhibit 10.16

PROTO LABS, INC.
2012 LONG-TERM INCENTIVE PLAN

Employee Non-Statutory Stock Option Agreement

Proto Labs, Inc. (the "Company"), pursuant to its 2012 Long-Term Incentive Plan (the "Plan"), hereby grants to you, the Optionee named below, an Option to purchase the number of shares of the Company's common stock shown in the table below at the specified exercise price per share. The terms and conditions of this Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document which is attached. To the extent any capitalized term used in this Agreement is not defined, it shall have the meaning assigned to it in the Plan as it currently exists or as it is amended in the future.

Name of Optionee:	
No. of Shares Covered:	Grant Date:
Exercise Price Per Share:	Expiration Date:

Vesting and Exercise Schedule:

Dates	Number of Shares as to Which Option Becomes Vested and Exercisable

By signing or otherwise authenticating this cover page, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

OPTIONEE:

_____

PROTO LABS, INC.

By: _____

Title: _____

Proto Labs, Inc.
2012 Long-Term Incentive Plan
Employee Non-Statutory Stock Option Agreement

Option Terms and Conditions

1. **Non-Qualified Stock Option**. This Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Code and will be interpreted accordingly.

2. **Vesting and Exercise Schedule**. This Option will vest and become exercisable as to the portion of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company and its Affiliates does not end. The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired, terminated or been cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may at any time purchase all or any portion of the Shares that may then be purchased under that Schedule.

   Vesting and exercisability of this Option will be accelerated during the term of the Option upon the termination of your Service due to death or Disability as provided in Section 6(e)(2) of the Plan, and under the circumstances described in Section 10 of this Agreement, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

3. **Expiration**. This Option will expire and will no longer be exercisable at 5:00 p.m. Central Time on the earliest of:

   (a) the Expiration Date specified on the cover page of this Agreement;

   (b) upon your termination of Service for Cause;

   (c) upon the expiration of any applicable period specified in Section 6(e) of the Plan or Section 10 of this Agreement during which this Option may be exercised after your termination of Service; or

   (d) the date (if any) fixed for termination or cancellation of this Option pursuant to Sections 12(b)(2), (b)(3), (c) or (d) of the Plan.

4. **Service Requirement**. Except as otherwise provided in Section 6(e) of the Plan and Section 10 of this Agreement, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the date this Option was granted.

5. **Exercise of Option**. Subject to Section 4, the vested and exercisable portion of this Option may be exercised by delivering written or electronic notice of exercise to the Company at the principal executive office of the Company, to the attention of the Company's Secretary or the party designated by such officer (which written or electronic notice will state the number of Shares to be purchased, the manner in which the exercise price will be paid and the manner in which the Shares to be acquired are to be delivered, and must be signed or otherwise authenticated by the person exercising this Option), or by such other means as the Committee may approve. If the person exercising this Option is not the Optionee, he/she also must submit appropriate proof of his/her right to exercise this Option.

6. **Payment of Exercise Price**. When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

(a) cash;

(b) to the extent permitted by law, a broker-assisted cashless exercise in which you irrevocably instruct a broker to deliver proceeds of a sale of all or a portion of the Shares for which the Option is being exercised (or proceeds of a loan secured by such Shares) to the Company in payment of the purchase price of such Shares;

(c) by delivery to the Company or its designated agent (by actual delivery or attestation) of unencumbered Shares having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised; or

(d) by a reduction in the number of Shares to be delivered to you upon exercise, such number of Shares to be withheld having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised.

However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

7. **Withholding Taxes**. You may not exercise this Option in whole or in part unless you make arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the exercise of this Option. You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy such withholding tax obligations, and otherwise agree to satisfy such obligations in accordance with the provisions of Section 14 of the Plan. If you wish to satisfy some or all of such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares being acquired upon exercise of the Option, you must make such a request which shall be subject to approval by the Company. Delivery of Shares upon exercise of this Option is subject to the satisfaction of applicable withholding tax obligations.

8. **Delivery of Shares**. As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and determines that all conditions to exercise, including Section 7 of this Agreement, have been satisfied, it will arrange for the delivery of the Shares being purchased in accordance with the delivery instructions indicated in such notice. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of the Shares to you, and all fees and expenses incurred by it in connection therewith. All Shares so issued will be fully paid and nonassessable. Notwithstanding anything to the contrary in this Agreement, the Company will not be required to issue or deliver any Shares prior to the completion of such registration or other qualification of such Shares under any state or federal law, rule or regulation as the Company may determine to be necessary or desirable.

9. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this Option other than (i) a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted in

accordance with Section 6(d) of the Plan, or (ii) pursuant to a qualified domestic relations order. Following any such transfer, this Option shall continue to be subject to the same terms and conditions that were applicable to this Option immediately prior to its transfer and may be exercised by such permitted transferee as and to the extent that this Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

10. **Change in Control**. If, within 12 months of a Change in Control, your Service with the Company and its Affiliates is involuntarily terminated without Cause, or is voluntarily terminated by you for Good Reason (as defined below), and this Option (or a replacement therefore as contemplated by Section 12(b)(1) of the Plan) remains outstanding at the time of such termination, then any unvested portion of this Option shall immediately become vested and exercisable and this Option shall remain exercisable for one year following such termination of Service. For purposes of this Section 10, "Good Reason" means any one or more of the following that occur without your prior written consent:

    (a) a material reduction in your base compensation, other than a reduction that is part of and proportionally consistent with a broad-based reduction in base compensation applicable to Company employees generally;

    (b) a material diminution in your authority, duties or responsibilities;

    (c) a material diminution in the authorities, duties or responsibilities of the supervisor to whom you are required to report, including a requirement that you report to a corporate officer or employee rather than to the Board or a committee thereof;

    (d) a material diminution in the budget over which you retain authority;

    (e) a change in the location of the Company facility or office where you are based to a location more than 50 miles from the Company facility or office where you were based immediately prior to the Change in Control; or

    (f) a material breach by the Company of any terms or conditions of this Agreement or any other agreement between you and the Company, which breach has not been cured by the Company within 15 days after written notice thereof to the Company from you.

    In addition to the foregoing, a termination shall be deemed to be for Good Reason only if you notify the Company within 60 days after the later of the occurrence of the event giving rise to Good Reason or your learning of such event, specifically describing such event, and the Company shall have failed to remedy the condition giving rise to such notice within 30 days after such notice has been given.

11. **No Shareholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a shareholder of the Company with respect to any Shares subject to this Option until a certificate evidencing such Shares has been issued (or an appropriate book entry in the Company's stock register has been made). No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued (or an appropriate book entry has been made), except as otherwise described in the Plan.

12. **Discontinuance of Service**. This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

13. **Governing Plan Document**. This Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

14. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).

15. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

16. **Compensation Recovery Policy**. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

By signing or otherwise authenticating the cover page of this Agreement, you agree to all the terms and conditions described above and in the Plan document.

Exhibit 10.17

PROTO LABS, INC.
2012 LONG-TERM INCENTIVE PLAN

U.K. Employee Non-Statutory Stock Option Agreement

Proto Labs, Inc. (the "Company"), pursuant to its 2012 Long-Term Incentive Plan (the "Plan"), hereby grants to you, the Optionee named below, an Option to purchase the number of shares of the Company's common stock shown in the table below at the specified exercise price per share. The terms and conditions of this Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document which is attached. To the extent any capitalized term used in this Agreement is not defined, it shall have the meaning assigned to it in the Plan as it currently exists or as it is amended in the future.

Name of Optionee:	
No. of Shares Covered:	Grant Date:
Exercise Price Per Share:	Expiration Date:

Vesting and Exercise Schedule:

Dates	Number of Shares as to Which Option Becomes Vested and Exercisable

By signing or otherwise authenticating this cover page, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

OPTIONEE:

_____

PROTO LABS, INC.

By: _____

Title: _____

Proto Labs, Inc.
2012 Long-Term Incentive Plan
Employee Non-Statutory Stock Option Agreement

Option Terms and Conditions

1. **Non-Qualified Stock Option**. This Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Code and will be interpreted accordingly.

2. **Vesting and Exercise Schedule**. This Option will vest and become exercisable as to the portion of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company and its Affiliates does not end. The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired, terminated or been cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may at any time purchase all or any portion of the Shares that may then be purchased under that Schedule.

   Vesting and exercisability of this Option will be accelerated during the term of the Option upon the termination of your Service due to death or Disability as provided in Section 6(e)(2) of the Plan, and under the circumstances described in Section 10 of this Agreement, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

3. **Expiration**. This Option will expire and will no longer be exercisable at 5:00 p.m. Central Time on the earliest of:

   (a) the Expiration Date specified on the cover page of this Agreement;

   (b) upon your termination of Service for Cause;

   (c) upon the expiration of any applicable period specified in Section 6(e) of the Plan or Section 10 of this Agreement during which this Option may be exercised after your termination of Service; or

   (d) the date (if any) fixed for termination or cancellation of this Option pursuant to Sections 12(b)(2), (b)(3), (c) or (d) of the Plan.

4. **Service Requirement**. Except as otherwise provided in Section 6(e) of the Plan and Section 10 of this Agreement, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the date this Option was granted.

5. **Exercise of Option**. Subject to Section 4, the vested and exercisable portion of this Option may be exercised by delivering written or electronic notice of exercise to the Company at the principal executive office of the Company, to the attention of the Company's Secretary or the party designated by such officer (which written or electronic notice will state the number of Shares to be purchased, the manner in which the exercise price will be paid and the manner in which the Shares to be acquired are to be delivered, and must be signed or otherwise authenticated by the person exercising this Option), or by such other means as the Committee may approve. If the person exercising this Option is not the Optionee, he/she also must submit appropriate proof of his/her right to exercise this Option.

6. **Payment of Exercise Price**. When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

(a) cash;

(b) to the extent permitted by law, a broker-assisted cashless exercise in which you irrevocably instruct a broker to deliver proceeds of a sale of all or a portion of the Shares for which the Option is being exercised (or proceeds of a loan secured by such Shares) to the Company in payment of the purchase price of such Shares;

(c) by delivery to the Company or its designated agent (by actual delivery or attestation) of unencumbered Shares having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised; or

(d) by a reduction in the number of Shares to be delivered to you upon exercise, such number of Shares to be withheld having an aggregate Fair Market Value on the date of exercise equal to the purchase price of the Shares for which the Option is being exercised.

However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

7. **Transfer of Shares — Tax Effects**. Where, in relation to any proposed exercise, assignment or release of the Option, the Employer (as defined below) is liable, or the Employer believes that it is liable, to pay or account to HM Revenue & Customs (the "Inland Revenue") for any sum in respect of income tax or NIC, whether under Pay As You Earn or otherwise, in respect of any Option Gain (as defined below) (and in the Employer's opinion it is not reasonably practicable to make a withholding from any sums owing to you by the Employer (including without limitation any installment of salary, bonus, commission and any cash sums received on the assignment or release of the Option)), it is a condition of the exercise, assignment or release (as the case may be) of the Option that you will first deliver cash, a banker's draft or a check to the Employer sufficient to pay such income tax and NIC payable in relation to the Option Gain.

The determination of whether or not income tax and/or NIC are to be accounted for, and if so, the amount due on the exercise, assignment or release (as the case may be) of the Option shall be determined by the Employer having regard to the prevailing legislation and practice, any available relief for Secondary Contributions (as defined below) that are payable by you and rates of tax in force at the time. The Employer's determination of the amount of income tax and NIC due (if any) shall be final and binding on you.

You agree to indemnify the Employer against any Option Tax Liability (as defined below).

For the purposes of Section 7 of this Agreement:

"Employer" means such member of the Group as is or, if you have ceased to be employed within the Group, was your employer or such other member of the Group or other person obliged to pay or account for any Option Tax Liability;

"Group" means the Company and any other entity that is an Affiliate of the Company and any other person obliged to pay or account for any Option Tax Liability;

"NIC" means national insurance contributions;

"Option Gain" means a gain realized by you upon the exercise, assignment or release of the Option, being a gain that is chargeable to income tax under section 476 of the UK Income Tax (Earnings & Pensions) Act 2003;

"Option Tax Liability" means any liability of the Employer to pay to the Inland Revenue or to account to the Inland Revenue for any amount of, or representing, income tax or NIC (including Secondary Contributions) in respect of any Option Gain and any further or additional liability of the Employer to pay to the Inland Revenue or to account to the Inland Revenue for any amount of, or representing, income tax or NIC (including Secondary Contributions) in relation to Shares acquired upon the exercise of the Option in respect of any event occurring on or after the date of exercise of the Option; and

"Secondary Contributions" means secondary Class 1 NIC.

You hereby agree with the Company and undertake to any other person that is a "secondary contributor" in respect of Class 1 NICs payable in respect of any Option Gain (the "Secondary Contributor") that:

(a) the Secondary Contributor may recover from you the whole of any Secondary Contributions; and

(b) You shall join with the Secondary Contributor in promptly following the date hereof making an election (in such terms and such form and subject to such approval by the Inland Revenue as provided in paragraphs 3A and 3B of Schedule 1 to the Social Security Contributions and Benefits Act 1992) for the whole of any liability of the Secondary Contributor to Secondary Contributions to be transferred to you.

8. **Delivery of Shares**. As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and determines that all conditions to exercise, including Section 7 of this Agreement, have been satisfied, it will arrange for the delivery of the Shares being purchased in accordance with the delivery instructions indicated in such notice. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of the Shares to you, and all fees and expenses incurred by it in connection therewith. All Shares so issued will be fully paid and nonassessable. Notwithstanding anything to the contrary in this Agreement, the Company will not be required to issue or deliver any Shares prior to the completion of such registration or other qualification of such Shares under any state, federal or foreign law, rule or regulation as the Company may determine to be necessary or desirable.

9. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this Option other than (i) a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted in accordance with Section 6(d) of the Plan, or (ii) pursuant to a qualified domestic relations order. Following any such transfer, this Option shall continue to be subject to the same terms and conditions that were applicable to this Option immediately prior to its transfer and may be exercised by such permitted transferee as and to the extent that this Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

10. **Change in Control**. If, within 12 months of a Change in Control, your Service with the Company and its Affiliates is involuntarily terminated without Cause, or is voluntarily terminated by you for Good Reason (as defined below), and this Option (or a replacement therefore as contemplated by Section 12(b)(1) of the Plan) remains outstanding at the time of such termination, then any unvested portion of this Option shall immediately become vested and exercisable and this Option shall remain exercisable for one year following such termination of Service. For purposes of this Section 10, "Good Reason" means any one or more of the following that occur without your prior written consent:

    (a) a material reduction in your base compensation, other than a reduction that is part of and proportionally consistent with a broad-based reduction in base compensation applicable to Company employees generally;

    (b) a material diminution in your authority, duties or responsibilities;

    (c) a material diminution in the authorities, duties or responsibilities of the supervisor to whom you are required to report, including a requirement that you report to a corporate officer or employee rather than to the Board or a committee thereof;

    (d) a material diminution in the budget over which you retain authority;

    (e) a change in the location of the Company facility or office where you are based to a location more than 50 miles from the Company facility or office where you were based immediately prior to the Change in Control; or

    (f) a material breach by the Company of any terms or conditions of this Agreement or any other agreement between you and the Company, which breach has not been cured by the Company within 15 days after written notice thereof to the Company from you.

    In addition to the foregoing, a termination shall be deemed to be for Good Reason only if you notify the Company within 60 days after the later of the occurrence of the event giving rise to Good Reason or your learning of such event, specifically describing such event, and the Company shall have failed to remedy the condition giving rise to such notice within 30 days after such notice has been given.

11. **No Shareholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a shareholder of the Company with respect to any Shares subject to this

Option until a certificate evidencing such Shares has been issued (or an appropriate book entry in the Company's stock register has been made). No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued (or an appropriate book entry has been made), except as otherwise described in the Plan.

12. **Discontinuance of Service**. This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

13. **Governing Plan Document**. This Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

14. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Minnesota (without regard to its conflicts or choice of law principles).

15. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

16. **Nature of the Award**. In accepting this Option Award, you acknowledge and confirm your understanding that:

- this Award is subject to vesting conditions and will be forfeited if the vesting conditions are not satisfied;
- the value that you may realize, if any, from this Award is uncertain and contingent, and depends on the future market price of the Company's common stock, among other factors;
- the value of this Award is an extraordinary item of compensation which is outside the scope of your employment contract or relationship with your direct employer;
- this Award and any past or future Awards are not part of your normal or expected compensation or salary for any purpose, including calculating any severance, resignation, redundancy or end of service payments, or any bonuses, long-service awards, pension or retirement benefits or similar payments;
- the Plan under which this Award has been made is discretionary in nature and may be suspended or terminated by the Company at any time;
- the grant of an Award under the Plan is voluntary and occasional and does not create any contractual or other right to receive future Awards, or benefits in lieu of Awards, even if Awards have been granted to you repeatedly in the past;
- all decisions with respect to any future Award to you will be at the sole discretion of the Company;
- your participation in the Plan is voluntary; and
- no claim or entitlement to compensation or damages arises from termination of this Award or diminution in value of this Award, and you irrevocably release the Company and its Affiliates from any such claim that may arise.

17. **Personal Data**. In accepting this Option Award, you acknowledge and confirm your understanding that:

- the Company and its Affiliates hold certain personal information about you, including information such as your name, home address, telephone number, date of birth, salary, nationality, job title, social security or social insurance number or other such tax identity number, and details of all Awards or other entitlement to Shares that are or have been awarded, cancelled, exercised, vested, unvested or outstanding in your favor ("Personal Data");
- in order for the Company to process the your Award and maintain a record of Shares under the Plan, the Company will collect, use, transfer and disclose Personal Data within the Company and among its Affiliates electronically or otherwise, as necessary for the implementation and administration of the Plan including, in the case of a social security or social insurance number, for income reporting purposes as required by law;
- the Company may transfer Personal Data, electronically or otherwise, to third parties, including such third parties as outside tax, accounting, technical and legal consultants when such third parties are assisting the Company or its Affiliates in the implementation and administration of the Plan;
- such recipients of Personal Data may be located within your jurisdiction of residence, or within the United States or elsewhere and are subject to the legal requirements in those jurisdictions; and
- the employees of the Company, its Affiliates and third parties performing work related to the implementation and administration of the Plan shall have access to the Personal Data as is necessary to fulfill their duties related to the implementation and administration of the Plan.

By accepting this Award, you consent, to the fullest extent permitted by law, to the collection, use, transfer and disclosure, electronically or otherwise, of your Personal Data by or to such persons and entities identified above for the purposes described, and you accept that this may involve the transfer of Personal Data to a country which may not have the same level of data protection law as the country in which you reside. You confirm that if you have provided, or in the future will provide, Personal Data concerning third parties such as beneficiaries, you have the consent of any such third party to provide its Personal Data to the Company for the same purposes. You understand that you may, at any time, request to review your Personal Data and require any necessary amendments to it by contacting the Company in writing. You may also elect to forgo participation in the Plan or any other award program at any time.

18. **Compensation Recovery Policy**. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

By signing or otherwise authenticating the cover page of this Agreement, you agree to all the terms and conditions described above and in the Plan document.

PROTO LABS, INC.
EMPLOYEE STOCK PURCHASE PLAN

1. *Purpose of the Plan.* The purpose of this Proto Labs, Inc. Employee Stock Purchase Plan (the "Plan") is to provide the employees of Proto Labs, Inc. (the "Company") and its participating subsidiaries with a convenient means of purchasing shares of the Company's common stock from time to time at a discount to market prices through the use of payroll deductions. The Company intends that the Plan shall qualify as an "employee stock purchase plan" under Section 423 of the Code.

2. *Definitions.* The terms defined in this section are used (and capitalized) elsewhere in this Plan.

2.1. "*Affiliate*" means each domestic or foreign entity that is a "parent corporation" or "subsidiary corporation" of the Company, as defined in Code Sections 424(e) and 424(f) or any successor provisions.

2.2 "*Board*" means the Board of Directors of the Company.

2.3 "*Code*" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

2.4 "*Committee*" means the Compensation Committee of the Board or such other committee of non-employee directors appointed by the Board to administer the Plan as provided in Section 13.

2.5 "*Common Stock*" means the common stock, par value $0.001 per share, of the Company.

2.6 "*Company*" means Proto Labs, Inc., a Minnesota corporation.

2.7 "*Corporate Transaction*" means (i) a merger, consolidation or statutory share exchange in which the Company is not the surviving corporation (other than a merger or consolidation with a wholly owned subsidiary, a reincorporation of the Company in a different jurisdiction, or other such transaction in which the shareholders of the Company immediately prior to such transaction own more than 50% of the combined voting power of the voting stock of the surviving or successor corporation (or its parent corporation) and the rights to purchase Shares granted under this Plan are assumed, converted or replaced by the surviving or successor corporation, which assumption will be binding on all Participants), (ii) a merger or statutory share exchange in which the Company is the surviving corporation but after which the shareholders of the Company immediately prior to such transaction (other than any shareholder which combines (or which owns or controls another corporation which combines) with the Company in such a transaction) cease to own more than 50% of the combined voting power of the Company's voting stock, or (iii) the sale of substantially all of the assets of the Company.

2.8 "*Designated Affiliate*" means any Affiliate which has been expressly designated by the Board or Committee as a corporation whose Eligible Employees may participate in the Plan.

2.9 "*Eligible Compensation*" means the gross cash compensation (including wages, salary, commission, bonus, and overtime earnings) paid by the Company or any Affiliate to a Participant in accordance with the Participant's terms of employment, but shall not include any employer contributions to a 401(k) or other retirement plan, stock option gains or other any amount included in income with respect to equity-based incentive awards, or any similar extraordinary remuneration received by such Participant.

2.10 "*Eligible Employee*" means any employee of the Company or a Designated Affiliate, except for any employee who, immediately after a right to purchase is granted under the Plan, would be deemed, for purposes of Code Section 423(b)(3), to own stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Affiliate.

2.11 "*Exchange Act*" means the Securities Exchange Act of 1934, as amended from time to time, and the regulations promulgated thereunder.

2.12 "*Fair Market Value*" of a share of Common Stock as of any date means (i) if the Company's Common Stock is then listed on a national securities exchange, the closing price for a share of such Common Stock on such exchange on said date, or, if no sale has been made on such exchange on said date, on the last preceding day on which any sale shall have been made; (ii) if the Company's Common Stock is not then listed on a national securities exchange, such value as the Committee in its discretion may in good faith determine, provided that for any Offering that commences on the IPO Date, the Fair Market Value of the shares of Common Stock on the first day of the applicable Purchase Period will be the price per share at which shares are first sold to the public in the Company's initial public offering as specified in the final prospectus for that initial public offering. The determination of Fair Market Value shall be subject to adjustment as provided in Section 14.1.

2.13 "*IPO Date*" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

2.14 "*Offering*" means the right provided to Participants to purchase Shares under the Plan with respect to a Purchase Period.

2.15 "*Participant*" means an Eligible Employee who has elected to participate in the Plan in the manner set forth in Section 4 and whose participation has not ended pursuant to Section 8.1 or Section 9.

2.16 "*Plan*" means this Proto Labs, Inc. Employee Stock Purchase Plan, as it may be amended from time to time.

2.17 "*Purchase Date*" means the last Trading Day of a Purchase Period.

2.18 "*Purchase Period*" means a period of six months beginning either (i) on May 16 of each calendar year and ending on the next November 15, or (ii) on November 16 in each calendar year and ending on the next May 15, or such other period of time (but not to exceed 27 months or such longer period as may be permitted under Code Section 423) commencing on such date as may be established by the Committee.

2.19 "*Recordkeeping Account*" means the account maintained in the books and records of the Company recording the amount contributed to the Plan by each Participant through payroll deductions.

2.20 "*Shares*" means shares of Common Stock.

2.21 "*Trading Day*" means a day on which the national stock exchanges in the United States are open for trading.

3. *Shares Available.* Shares may be sold by the Company to Eligible Employees at any time after this Plan has been approved by the shareholders of the Company, but not more than 1,500,000 Shares

(subject to adjustment as provided in Section 14.1) may be sold to Eligible Employees pursuant to this Plan. If the purchases by all Participants in an Offering would otherwise cause the aggregate number of Shares to be sold under the Plan to exceed the number specified in this Section 3, each Participant in that Offering shall be allocated a ratable portion of the remaining number of Shares which may be sold under the Plan.

4. *Eligibility and Participation.* To be eligible to participate in the Plan for a given Purchase Period, an employee must be an Eligible Employee on the first day of such Purchase Period. An Eligible Employee may elect to participate in the Plan by filing an election form with the Company before the first day of a Purchase Period that authorizes regular payroll deductions from Eligible Compensation beginning with the first payday in such Purchase Period and continuing until the Plan is terminated or the Eligible Employee withdraws from the Plan, modifies his or her authorization, or ceases to be an Eligible Employee, as hereinafter provided.

5. *Amount of Common Stock Each Eligible Employee May Purchase*.

5.1. Subject to the provisions of this Plan, each Participant shall be offered the right to purchase on the Purchase Date the maximum number of Shares (including fractional Shares) that can be purchased with the entire balance in the Participant's Recordkeeping Account at the per Share price specified in Section 5.2. Notwithstanding the foregoing, no Participant shall be entitled to:

(a) the right to purchase Shares under this Plan and all other employee stock purchase plans (within the meaning of Code Section 423(b)), if any, of the Company and its Affiliates that accrues at a rate which in the aggregate exceeds $25,000 of Fair Market Value (determined on the first day of a Purchase Period when the right is granted) for each calendar year in which such right is outstanding at any time; or

(b) purchase more than 1,250 Shares in any Offering under this Plan, such limit subject to adjustment from time to time as provided in Section 14.1.

5.2. Unless a greater purchase price is established by the Committee for an Offering prior to the commencement of the applicable Purchase Period, the purchase price of each Share sold pursuant to this Plan will be the lesser of (i) 85% of the Fair Market Value of such Share on the first day of the applicable Purchase Period, or (ii) 85% of the Fair Market Value of such Share on the last day of the Purchase Period.

6. *Method of Participation.*

6.1. The Company shall give notice to each Eligible Employee of the opportunity to purchase Shares pursuant to this Plan and the terms and conditions of such Offering. The Company contemplates that for tax purposes the first day of a Purchase Period will be the date of the grant of the right to purchase such Shares.

6.2. Each Eligible Employee who desires to participate in the Plan for a Purchase Period shall signify his or her election to do so by signing and filing with the Company an election form approved by the Committee. An Eligible Employee may elect to have any whole percent of Eligible Compensation (that is, 1%, 2%, 3%, etc.) withheld as a payroll deduction, but not exceeding 15% per pay period. An election to participate in the Plan and to authorize payroll deductions as described herein must be made before the first day of a Purchase Period. The election shall be effective for the first payday in the Purchase Period immediately following the filing of such election form and shall remain in effect until the Plan is terminated or such Participant withdraws from the Plan, modifies his or her authorization, or ceases to be an Eligible

Employee, as hereinafter provided. If required under applicable law or if specifically provided in an Offering, in addition to or instead of making contributions by payroll deductions, a Participant may make contributions through the payment by cash or check prior to a Purchase Date. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions, subject to the limitations set forth in Section 5.1.

6.3. Each Offering shall consist of a single Purchase Period and shall be in such form and shall contain such terms and conditions as the Committee shall deem appropriate, consistent with the terms of the Plan. The Committee may provide for separate Offerings for different Designated Affiliates, and the terms and conditions of the separate Offerings, including the applicable Purchase Period, need not be consistent. Any Offering shall comply with the requirement of Code Section 423 that all Participants shall have the same rights and privileges for such Offering. The terms and conditions of any Offering shall be incorporated by reference into the Plan and treated as part of the Plan.

7. *Recordkeeping Account.*

7.1. The Company shall maintain a Recordkeeping Account for each Participant. Payroll deductions pursuant to Section 6 will be credited to such Recordkeeping Accounts on each payday.

7.2. No interest will be credited to a Participant's Recordkeeping Account (unless required under local law).

7.3. The Recordkeeping Account is established solely for accounting purposes, and all amounts credited to the Recordkeeping Account will remain part of the general assets of the Company and need not be segregated from other corporate funds (unless required under local law).

7.4. A Participant may not make any separate cash payment into a Recordkeeping Account, except as may be permitted by the Committee in accordance with Section 6.2.

8. *Right to Adjust Participation; Withdrawals from Recordkeeping Account.*

8.1. A Participant may at any time withdraw from the Plan. If a Participant withdraws from the Plan, the Company will pay to the Participant in cash the entire balance in such Participant's Recordkeeping Account and no further deductions will be made from the Participant's Eligible Compensation during such Purchase Period. A Participant who withdraws from the Plan will not be eligible to reenter the Plan until the next succeeding Purchase Period, and any such reentry shall be through the enrollment process described in Section 6.2.

8.2. Except for a withdrawal from the Plan as provided in Section 8.1, a Participant may not increase or decrease the deductions from his or her Eligible Compensation during a Purchase Period.

8.3. Notification of a Participant's election to withdraw from the Plan and terminate deductions shall be made by signing and filing with the Company an appropriate form approved by the Committee. The Committee may promulgate rules regarding the time and manner for providing any such written notice, which may include a requirement that the notice be on file with the Company's designated office for a reasonable period before it will be effective.

9. *Termination of Employment.* If the employment of a Participant is terminated for any reason, including death, disability, or retirement, the entire balance in the Participant's Recordkeeping Account will

be refunded in cash to the Participant within 30 days after the date of termination of employment. For purposes of the Plan, a Participant will not be deemed to have terminated employment while the Participant is on sick leave, military leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the Participant's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the ninety-first day of such leave.

10. *Purchase of Shares.*

10.1. As of the Purchase Date, the entire balance in each Participant's Recordkeeping Account will be used to purchase the maximum number of Shares (including fractional Shares) (subject to the limitations of Section 5.1) at the purchase price determined in accordance with Section 5.2, unless the Participant has filed an appropriate form with the Company in advance of that date to withdraw from the Plan in accordance with Section 8.1. Any amount in a Participant's Recordkeeping Account that, for any reason, is not used to purchase Shares pursuant to this Section 10.1 will be refunded to the Participant.

10.2. In circumstances where payroll deductions have been taken from a Participant's Eligible Compensation in a currency other than United States dollars, Shares shall be purchased by converting the balance in the Participant's Recordkeeping Account to United States dollars at the exchange rate in effect at the end of the fifth Trading Day preceding the Purchase Date, as published by Bloomberg.com if available or otherwise as determined with respect to a particular jurisdiction by the Committee or its delegate for this purpose, and such dollar amount shall be used to purchase Shares as of the Purchase Date.

10.3. Promptly after the end of each Purchase Period, a certificate for the number of Shares purchased by all Participants shall be issued and delivered to an agent selected by the Company. The agent will hold such certificate for the benefit of all Participants who have purchased Shares and will maintain an account for each Participant reflecting the number of Shares (including fractional Shares) credited to the account of each Participant. Each Participant will be entitled to direct the voting of all Shares credited to such Participant's account by the agent. Each Participant may also direct such agent to sell such Shares and distribute the net proceeds of such sale to the Participant. At any time after the Participant has satisfied the minimum holding period requirements established by Code Section 423(a)(1), a Participant may request from the agent a certificate representing the whole Shares credited to the Participant's account, in which case the agent shall transfer a certificate for such whole number of Shares directly to the Participant and will pay the Participant a cash amount representing the Fair Market Value of any fractional Share.

11. *Rights as a Shareholder.* A Participant shall not be entitled to any of the rights or privileges of a shareholder of the Company with respect to Shares, including the right to vote or direct the voting or to receive any dividends that may be declared by the Company, until (i) the Participant actually has paid the purchase price for such Shares and (ii) certificates for such Shares have been issued either to the agent or to the Participant, as provided in Section 10.

12. *Rights Not Transferable.* A Participant's rights under this Plan are exercisable only by the Participant during his or her lifetime, and may not be sold, pledged, assigned, transferred or disposed of in any manner other than by will or the laws of descent and distribution. Any attempt to sell, pledge, assign, transfer or dispose of the same shall be null and void and without effect. The amounts credited to a Recordkeeping Account may not be sold, pledged, assigned, transferred or disposed of in any way, and any attempted sale, pledge, assignment, transfer or other disposition of such amounts will be null and void and without effect.

13. *Administration of the Plan.*

13.1. This Plan shall be administered by the Committee. Subject to the express provisions of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to:

(a) Determine when each Purchase Period under this Plan shall occur, and the terms and conditions of each related Offering (which need not be identical), including, for purposes of the initial Offering, providing for automatic enrollment of Eligible Employees in the Plan and the ability of Eligible Employees to subsequently elect to make changes in the amount withheld as a payroll deduction;

(b) Designate from time to time which Affiliates of the Company shall be eligible to participate in the Plan;

(c) Construe and interpret the Plan and establish, amend and revoke rules, regulations and procedures for the administration of the Plan. The Committee may, in the exercise of this power, correct any defect, omission or inconsistency in the Plan, in such manner and to the extent it may deem necessary, desirable or appropriate to make the Plan fully effective;

(d) Exercise such powers and perform such acts as the Committee may deem necessary, desirable or appropriate to promote the best interests of the Company and its Designated Affiliates and to carry out the intent that the Offerings made under the Plan are treated as qualifying under Code Section 423(b);

(e) As more fully described in Section 19, to adopt such rules, procedures and sub-plans as may be necessary, desirable or appropriate to permit participation in the Plan by employees who are foreign nationals or employed outside the United States by a non-U.S. Designated Affiliate, and to achieve tax, securities law and other compliance objectives in particular locations outside the United States; and

(f) Adopt and amend as the Committee deems appropriate a Plan rule specifying that Shares purchased by a Participant during a Purchase Period may not be sold by the Participant for a specified period of time after the Purchase Date on which the Shares were purchased by the Participant, and establish such procedures as the Committee may deem necessary to implement such rule.

13.2. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all persons, including the Company, any Affiliate, any Participant and any Eligible Employee.

13.3. Subject to the terms of the Plan and applicable law, the Committee may delegate ministerial duties associated with the administration of the Plan to such of the Company's officers, employees or agents as the Committee may determine.

13.4. No member of the Board or Committee shall be liable for any action taken or determination made in good faith with respect to the Plan. In addition to such other rights of indemnification as they may have as members of the Board or officers or employees of the Company or a Designated Affiliate, members of the Board and Committee and any officers or employees of the

Company or Designated Affiliate to whom authority to act for the Committee is delegated shall be indemnified by the Company from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of such person's duties, responsibilities and obligations under the Plan if such person has acted in good faith and in a manner that he or she reasonably believes to be in, or not opposed to, the best interests of the Company.

14. *Adjustment upon Changes in Capitalization and Corporate Transactions.*

14.1. In the event of any change in the Common Stock of the Company by reason of a stock dividend, stock split, reverse stock split, corporate separation, recapitalization, merger, consolidation, combination, exchange of shares and the like, the Committee shall make such equitable adjustments as it deems appropriate in the aggregate number and class of shares available under this Plan and the number, class and purchase price of shares available but not yet purchased under this Plan.

14.2. In the event of a Corporate Transaction, the Board may determine and provide that: (i) each right to acquire Shares on any Purchase Date that is scheduled to occur after the date of the consummation of the Corporate Transaction shall be continued or assumed or an equivalent right shall be substituted by the surviving or successor corporation or a parent or subsidiary of such corporation; (ii) the Plan shall be terminated; or (iii) the Purchase Period then in progress shall be shortened by setting a new Purchase Date. If a new Purchase Date is set, it shall be a specified date before the date of the consummation of the Corporate Transaction. Each Participant shall be notified in writing, prior to any new Purchase Date, that the Purchase Date for the existing Offering has been changed to the new Purchase Date and that the Participant's right to acquire Shares will be exercised automatically on the new Purchase Date unless prior to such date the Participant's employment has been terminated or the Participant has withdrawn from the Plan.

15. *Registration of Certificates.* Stock certificates will be registered in the name of the Participant, or jointly in the name of the Participant and another person, as the Participant may direct on an appropriate form filed with the Company or the agent.

16. *Amendment or Suspension of Plan*. The Board may at any time suspend this Plan or amend it in any respect, but no such amendment may, without shareholder approval, increase the number of shares reserved under this Plan, or effect any other change in the Plan that would require shareholder approval under applicable law or to maintain compliance with Code Section 423. No such amendment or suspension shall adversely affect the rights of Participants pursuant to Shares previously acquired under the Plan. During any suspension of the Plan, no new Offering or Purchase Period shall begin and no Eligible Employee shall be offered any new right to purchase Shares under the Plan or any opportunity to elect to participate in the Plan, and any existing payroll deduction authorizations shall be suspended, but any such right to purchase Shares previously granted for a Purchase Period that began prior to the Plan suspension shall remain subject to the other provisions of this Plan and the discretion of the Board and the Committee with respect thereto.

17. *Effective Date and Term of Plan.* The Plan will become effective on the IPO Date. No rights to purchase Shares granted under this Plan will be exercised unless and until the Plan has been approved by the shareholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted by the Board of Directors. The Plan and all rights of Participants hereunder shall terminate (i) at any time, at the discretion of the Board of Directors, or (ii) upon the completion of any Offering under which the limitation on the total number of shares to be issued set forth in Section 3 has been reached. Except as otherwise determined by the Board, upon termination of this Plan, the Company shall pay to each

Participant cash in an amount equal to the entire remaining balance in such Participant's Recordkeeping Account.

18. *Governmental Regulations and Listing.* All rights granted or to be granted to Eligible Employees under this Plan are expressly subject to all applicable laws and regulations and to the approval of all governmental authorities required in connection with the authorization, issuance, sale or transfer of the Shares reserved for this Plan, including, without limitation, there being a current registration statement of the Company under the Securities Act of 1933, as amended, covering the Shares purchasable on the Purchase Date applicable to such Shares, and if such a registration statement shall not then be effective, the term of such Purchase Period shall be extended until the first business day after the effective date of such a registration statement, or post-effective amendment thereto. If applicable, all such rights hereunder are also similarly subject to effectiveness of an appropriate listing application to a national securities exchange covering the Shares issuable under the Plan upon official notice of issuance.

19. *Rules for Foreign Jurisdictions*. The Committee may adopt rules, procedures or subplans relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures. Without limiting the generality of the foregoing, the Committee is specifically authorized to adopt rules and procedures regarding handling of payroll deductions, payment of interest, conversion of local currency, payroll tax, the definition of Eligible Compensation, withholding procedures and handling of stock certificates that vary with local requirements.

20. *Miscellaneous.*

20.1. This Plan shall not be deemed to constitute a contract of employment between the Company and any Participant, nor shall it interfere with the right of the Company to terminate the employment of any Participant and treat him or her without regard to the effect that such treatment might have upon him or her under this Plan.

20.2. Wherever appropriate as used herein, the masculine gender may be read as the feminine gender, the feminine gender may be read as the masculine gender, the singular may be read as the plural and the plural may be read as the singular.

20.3. This Plan, and all agreements hereunder, shall be construed in accordance with and governed by the laws of the State of Minnesota.

20.4. Any reference in the Plan to election or enrollment forms, notices, authorizations or any other document to be provided in writing shall include any such form, notice, authorization or document delivered electronically, including through the Company's intranet, in accordance with procedures established by the Committee.

20.5. Any reference in this Plan to the issuance or transfer of a stock certificate evidencing Shares shall be deemed to include, in the Committee's discretion, the issuance or transfer of such Shares in book-entry or electronic form. Uncertificated Shares shall be deemed delivered for all purposes of this Plan when the Company or its agent shall have provided to the recipient of the Shares a notice of issuance or transfer by electronic mail (with proof of receipt) or by United States mail, and have recorded the issuance or transfer in its records.

Exhibit 10.20

AMENDMENT

This Amendment (this "**Amendment**"), dated as of February 10, 2012, amends and modifies the (i) Amended and Restated Investors' Rights Agreement, dated July 19, 2011 (the "**IRA**"), by and among Proto Labs, Inc., a Minnesota corporation (the "**Company**"), and each investor that is party thereto, (ii) Voting Agreement, dated August 1, 2008 and amended May 31, 2011 (the "**Voting Agreement**"), by and among the Company and each investor (a "**Voting Investor**") and key holder (a "**Voting Key Holder**") that is party thereto, (iii) Right of First Refusal and Co-Sale Agreement, dated August 1, 2008 (the "**ROFR and Co-Sale Agreement**"), by and among the Company and each investor (a "**ROFR Investor**") and key holder (a "**ROFR Key Holder**") that is party thereto.

1. The undersigned, constituting the Company, North Bridge Growth Equity I, L.P., a Delaware limited partnership ("**North Bridge**"), and Protomold Investment Company, LLC, a Minnesota limited liability company ("**PIC**"), hereby amend and restate Section 1.18 of the IRA in its entirety as follows:

"1.18 "**Qualified IPO**" means the Company's first firm-commitment underwritten public offering of its Common Stock pursuant to an effective registration statement under the Securities Act (provided that if such a public offering is consummated on or after March 15, 2012, and before August 1, 2012, the offering price must be at least $244.12 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization), resulting in at least $40,000,000 of aggregate gross proceeds to the Company; if such a public offering is consummated before March 15, 2012, no minimum offering price or aggregate gross proceeds thresholds apply)."

2. The undersigned, constituting the Company, PIC, the Voting Key Holders (exclusive of PIC) holding a majority of the shares held by the Voting Key Holders, and the holders of a majority of the shares of common stock issued or issuable upon conversion of the outstanding shares of Series A Preferred Stock held by the Voting Investors, hereby amend and restate Section 4 of the Voting Agreement in its entirety as follows:

"4. Term. This Agreement shall be effective as of the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (provided that if such a public offering is consummated on or after March 15, 2012, and before August 1, 2012, the offering price shall be at least $244.12 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization), resulting in at least $40,000,000 of aggregate gross proceeds to the Company; if such a public offering is consummated before March 15, 2012, no minimum offering price or aggregate gross proceeds thresholds apply); and (b) termination of this Agreement in accordance with Section 5.8 below."

3. The undersigned, constituting the Company, PIC, the ROFR Key Holders (exclusive of PIC) holding a majority of the shares of Transfer Stock (as defined in the ROFR and Co-Sale Agreement) held by all of the ROFR Key Holders, and the holders of a majority of the shares of common stock issued or issuable upon conversion of the outstanding shares of Series A Preferred Stock held by the ROFR Investors, hereby amend and restate Section 6.1 of the ROFR and Co-Sale Agreement in its entirety as follows:

"6.1 Term. This Agreement shall automatically terminate upon the earlier of (a) except with respect to Section 5 above, which shall continue as provided therein, immediately prior to the consummation of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (provided that if such a public offering is consummated on or after March 15, 2012, and before August 1, 2012, the offering price shall be at least $244.12 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization), resulting in at least $40,000,000 of aggregate gross proceeds to the Company; if such a public offering is consummated before March 15, 2012, no minimum offering price or aggregate gross proceeds thresholds apply), and (b) the consummation of a Deemed Liquidation Event (as defined in the Company's Amended and Restated Articles of Incorporation)."

4. Except as amended as set forth above, the IRA, the Voting Agreement and the ROFR and Co-Sale Agreement shall continue in full force and effect.

5. Miscellaneous.

(a) Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

(b) Authority. Each of the signatories hereto certifies that such party has all necessary authority to execute this Amendment.

(c) Counterparts; Facsimile. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

PROTO LABS, INC.

By: /s/ Bradley A. Cleveland
Bradley A. Cleveland, President and Chief Executive Officer

/s/ Lawrence J. Lukis
Lawrence J. Lukis, individually

PROTOMOLD INVESTMENT COMPANY, LLC

By: /s/ Brian K. Smith
Brian K. Smith, Chief Manager

NORTH BRIDGE GROWTH EQUITY I, L.P.

By: North Bridge Growth Management, L.P., its General Partner

By: NBGE GP, LLC, its General Partner

By: /s/ Douglas Kingsley
Douglas Kingsley, Partner

Exhibit 10.21

September 9, 2010

Dr. Thomas Pang
Setagaya-ku, Tokyo 158-0095
Japan

Dear Thomas,

I've enjoyed the process of becoming reacquainted with you since we first met at the Cerulean Hotel several years ago. It seemed at the time that you would be a great fit in the position of Managing Director of Proto Labs Japan, and it is my pleasure to now offer you that opportunity.

This letter outlines our offer regarding the appointment of you to the position as described in Article 598 (i) of the Companies Act in Japan, as a person appointed by Proto Labs Inc. (the "Company"), a managing partner of Proto Labs Japan to perform management duties to execute business on behalf of Proto Labs Japan.

The main elements are as follows:

(a) Legal relationship between you and Proto Labs Japan:

- You understand that as effect of the aforesaid appointment, you shall be in compliance with the duties set forth in Article 593 through 597 of Companies Act (collectively, "Duties") to Proto Labs Japan.
- You further acknowledge and confirm that you had been given the opportunity to review all provisions setting forth the Duties and understood the Duties prior to signing this letter.

(b) As sole and entire compensation for the appointment of you and performance of the Duties,

- Your targeted annual earnings will be ¥19,150,500, comprised of an annual base salary of ¥12,767,000 and a potential annual bonus of 50% of your annual base salary, or ¥6,383,500 (pro-rated in 2010 based upon your actual hire date). Your annual bonus will be based on performance against the achievement of designated objectives and/or Proto Labs Japan's financial objectives. The Company will also provide up to an additional ¥6,000,000 in targeted earnings, to be paid based on performance parameters to be mutually agreed upon.
- You will participate in the Proto Labs non-qualified Stock Option Plan at the level of 5,000 shares. Your nomination has been pre-approved by the Proto Labs board of directors with the actual grant pending your employment with Proto Labs Japan, and once granted the options will vest based upon the achievement of specific milestones.
- The benefits associated with your assignment will include all government mandated contributions including (but not limited to) Employee's Pension Plan, Health Insurance & Nursing Care Insurance and Employment Insurance. It will also include the standard Proto Labs Japan holidays and personal time off (PTO) hours, as well as train fare expenses associated with commuting to/from work.

(c) Legal relationship between you and the Company:

- You and the Company understand that the legal relationship between you and the Company is not "employment" but "delegation" to perform management duties to execute business on behalf of Proto Labs Japan.
- Your expected date of appointment is November 1st, 2010 but this can be adjusted as necessary.
- Under the legal relationship between you and the Company as delegation, you will be appointed on an "at will termination, full time" basis by the Company and expected to report directly to the Company (more specifically, to me) periodically and anytime upon the request of the Company.

- Your official title if you accept this assignment will be Managing Director.

(d) Others: This offer and any subsequent appointment are contingent upon the following:

- Your execution of the enclosed Confidentiality Pledge.
- The successful completion of reference checks and a satisfactory criminal background check.
- There are no conflicts with any other agreement to which you are a party, including any form of non-disclosure or non-compete or other agreement with your current or past employer.

We are also offering the following:

- Payment of up to ¥2,000,000 in moving expenses already incurred that will not be reimbursed by your current employer due to your resignation.
- Up to an average of ¥100,000 per month for the first 36 months of your PL JP employment in reimbursement for a documented real estate cash flow shortfall, paid at the end of each calendar year of your employment.
- Up to ¥400,000 in annual personal tax preparation expense reimbursement.

Please note that this offer expires on September 17, 2010.

By signing below, both you and the Company acknowledge and agree that this offer letter states our entire agreement regarding the appointment of you to the said position by the Company and replaces and supersedes all prior documents, agreements and communications regarding your employment.

If you have any questions or issues you would like to discuss, please call me at your earliest convenience. I'm looking forward to working with you.

Regards,

Proto Labs, Inc.

/s/ Bradley A. Cleveland	9/13/2010	/s/ Dr. Thomas Pang	9/13/2010
Bradley A. Cleveland President and CEO	Date	Dr. Thomas Pang	Date

Exhibit 23.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated February 1, 2012, except for Note 17 as to which the date is , 2012, in Amendment No. 6 to the Registration Statement (Form S-1 No. 333-175745) and related Prospectus of Proto Labs, Inc. for the registration of shares of its common stock.

The foregoing consent is in the form that will be signed upon completion of the stock split as described in Note 17 to the consolidated financial statements which will take place prior to the effective date of the Registration Statement.

/s/ Ernst & Young LLP

Minneapolis, Minnesota
February 10, 2012