UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES** EXCHANGE **ACT OF 1934**
For the quarterly period ended **June 30, 2010**

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____.

COMMISSION FILE NUMBER: 0-19271

IDEXX LABORATORIES, INC.

(Exact name of registrant as specified in its charter)

DELAWARE	**01-0393723**
(State or other jurisdiction of incorporation or organization)	*(IRS Employer Identification No.)*
ONE IDEXX DRIVE, WESTBROOK, MAINE	**04092**
(Address of principal executive offices)	*(ZIP Code)*

207-556-0300
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date. The number of shares outstanding of the registrant's Common Stock, $0.10 par value, was 57,705,856 on July 19, 2010.

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PART I — FINANCIAL INFORMATION

Item 1. Financial Statements.

IDEXX LABORATORIES, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

(in thousands, except per share amounts)
(Unaudited)

	June 30, 2010	December 31, 2009
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 117,975	$ 106,728
Accounts receivable, net of reserves of $2,253 in 2010 and $2,331 in 2009	127,138	115,107
Inventories, net	122,032	110,425
Deferred income tax assets	23,433	25,188
Other current assets	19,974	18,890
Total current assets	410,552	376,338
Long-Term Assets:		
Property and equipment, net	196,714	199,946
Goodwill	143,252	148,705
Intangible assets, net	57,873	63,907
Other long-term assets, net	25,344	19,631
Total long-term assets	423,183	432,189
TOTAL ASSETS	$ 833,735	$ 808,527
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 23,190	$ 19,133
Accrued liabilities	99,629	104,959
Line of credit	133,862	118,790
Current portion of long-term debt	838	813
Current portion of deferred revenue	13,681	12,610
Total current liabilities	271,200	256,305
Long-Term Liabilities:		
Deferred income tax liabilities	17,940	18,283
Long-term debt, net of current portion	3,856	4,281
Long-term deferred revenue, net of current portion	4,740	3,813
Other long-term liabilities	11,722	11,266
Total long-term liabilities	38,258	37,643
Total liabilities	309,458	293,948
Commitments and Contingencies (Note 12)		
Stockholders' Equity:		
Common stock, $0.10 par value: Authorized: 120,000 shares; Issued: 97,294 and 96,334 shares in 2010 and 2009, respectively	9,729	9,633
Additional paid-in capital	613,416	580,797
Deferred stock units: Outstanding: 128 and 117 units in 2010 and 2009, respectively	4,798	4,301
Retained earnings	894,475	824,256
Accumulated other comprehensive income	2,924	10,341
Treasury stock, at cost: 39,680 and 38,118 shares in 2010 and 2009, respectively	(1,001,081)	(914,759)
Total IDEXX Laboratories, Inc. stockholders' equity	524,261	514,569
Noncontrolling interest	16	10
Total stockholders' equity	524,277	514,579
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 833,735	$ 808,527

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

IDEXX LABORATORIES, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts)

(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	**2009**	**2010**	**2009**
Revenue:				
Product revenue	$ 179,813	$ 176,066	$ 356,574	$ 331,961
Service revenue	101,669	89,657	193,433	170,217
Total revenue	281,482	265,723	550,007	502,178
Cost of Revenue:				
Cost of product revenue	72,063	71,304	140,697	130,571
Cost of service revenue	60,135	55,979	117,665	108,734
Total cost of revenue	132,198	127,283	258,362	239,305
Gross profit	149,284	138,440	291,645	262,873
Expenses:				
Sales and marketing	44,167	41,876	88,583	82,861
General and administrative	33,076	30,794	65,884	59,862
Research and development	17,206	16,594	33,915	32,533
Income from operations	54,835	49,176	103,263	87,617
Interest expense	(689)	(459)	(1,054)	(1,099)
Interest income	138	56	191	300
Income before provision for income taxes	54,284	48,773	102,400	86,818
Provision for income taxes	17,087	15,106	32,175	27,080
Net income	37,197	33,667	70,225	59,738
Less: Net income attributable to noncontrolling interest	4	-	6	-
Net income attributable to IDEXX Laboratories, Inc. stockholders	$ 37,193	$ 33,667	$ 70,219	$ 59,738
Earnings per Share:				
Basic	$ 0.64	$ 0.57	$ 1.21	$ 1.01
Diluted	$ 0.62	$ 0.55	$ 1.17	$ 0.98
Weighted Average Shares Outstanding:				
Basic	57,747	58,911	57,890	59,041
Diluted	59,646	60,697	59,875	60,688

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

IDEXX LABORATORIES, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	For the Six Months Ended June 30,	
	2010	**2009**
Cash Flows from Operating Activities:		
Net income	$ 70,225	$ 59,738
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	22,632	24,712
Loss on disposal of property and equipment	1,442	2,177
Increase (decrease) in deferred compensation liability	(71)	159
Write-down of marketable securities	-	150
Provision for uncollectible accounts	596	654
Provision for (benefit of) deferred income taxes	(112)	1,239
Share-based compensation expense	6,602	5,941
Tax benefit from exercises of stock options and vesting of restricted stock units	(9,372)	(1,355)
Changes in assets and liabilities, net of acquisitions:		
Accounts receivable	(16,544)	(7,101)
Inventories	(12,977)	(6,876)
Other assets	(1,634)	(2,768)
Accounts payable	4,308	(1,684)
Accrued liabilities	7,432	(3,423)
Deferred revenue	2,558	(682)
Net cash provided by operating activities	75,085	70,881
Cash Flows from Investing Activities:		
Purchases of property and equipment	(17,437)	(21,360)
Proceeds from disposition of pharmaceutical product lines	-	1,377
Proceeds from sale of property and equipment	64	1,076
Acquisitions of intangible assets	(144)	-
Net cash used by investing activities	(17,517)	(18,907)
Cash Flows from Financing Activities:		
Borrowings on revolving credit facilities, net	15,099	3,782
Payment of other notes payable	(400)	(436)
Purchase of treasury stock	(83,724)	(39,725)
Proceeds from exercises of stock options and employee stock purchase plans	16,446	6,888
Tax benefit from exercises of stock options and vesting of restricted stock units	9,372	1,355
Net cash used by financing activities	(43,207)	(28,136)
Net effect of changes in exchange rates on cash	(3,114)	1,038
Net increase in cash and cash equivalents	11,247	24,876
Cash and cash equivalents at beginning of period	106,728	78,868
Cash and cash equivalents at end of period	$ 117,975	$ 103,744

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

IDEXX LABORATORIES, INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1. BASIS OF PRESENTATION AND PRINCIPLES OF CONSOLIDATION

The accompanying condensed consolidated financial statements of IDEXX Laboratories, Inc. ("IDEXX," the "Company," "we" or "our") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and with the requirements of Regulation S-X, Rule 10-01 for financial statements required to be filed as a part of Form 10-Q.

The accompanying condensed consolidated financial statements include the accounts of IDEXX Laboratories, Inc. and our wholly-owned and majority-owned subsidiaries. All material intercompany transactions and balances have been eliminated in consolidation.

The accompanying condensed consolidated financial statements reflect, in the opinion of our management, all adjustments necessary for a fair presentation of our financial position and results of operations. All such adjustments are of a recurring nature. The consolidated balance sheet data at December 31, 2009 was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP. The results of operations for the six months ended June 30, 2010 are not necessarily indicative of the results to be expected for the full year or any future period. These condensed consolidated financial statements should be read in conjunction with this Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, and our Annual Report on Form 10-K for the year ended December 31, 2009 filed with the Securities and Exchange Commission.

Certain reclassifications have been made to the prior year condensed consolidated financial statements to conform to the current year presentation. Reclassifications had no material impact on previously reported results of operations, financial position or cash flows.

NOTE 2. ACCOUNTING POLICIES

Significant Accounting Policies

The significant accounting policies used in preparation of these condensed consolidated financial statements for the six months ended June 30, 2010 are consistent with those discussed in Note 3 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2009, except for the adoption of new accounting standards during the six months ended June 30, 2010 as discussed below.

Recent Accounting Pronouncements

On January 1, 2010, we adopted amendments to authoritative literature that modifies the revenue recognition guidance for establishing separate units of accounting in a multiple element arrangement and requires the allocation of arrangement consideration to each deliverable in the arrangement based on relative selling price of the elements. The selling price for each deliverable is based on vendor-specific objective evidence ("VSOE") if available, third-party evidence ("TPE") if VSOE is not available, or best estimate of selling price ("BESP") if neither VSOE nor TPE is available. BESP must be determined in a manner that is consistent with that used to determine the price to sell the specific elements on a standalone basis. The authoritative literature permits prospective or retrospective adoption, and we elected prospective adoption. The adoption of these amendments did not have a significant impact on our financial position, results of operations, or cash flows for the six months ended June 30, 2010, nor do we anticipate a significant impact for the year ended December 31, 2010.

On January 1, 2010, we adopted amendments to authoritative literature that modifies the revenue recognition guidance for the sale of tangible products that contain software that is more than incidental to the functionality of the product as a whole. More specifically, the revised accounting guidance indicates that when a product has tangible and software components that function together to deliver the essential functionality of the product as a whole, that product should be excluded from the scope of software revenue accounting guidance, as opposed to the previous accounting guidance where such an instrument would be subject to the rules detailed in the software revenue guidance. The authoritative literature permits prospective or retrospective adoption, and we elected prospective adoption. Certain sales of our instruments are subject to these amendments. However, the adoption of these amendments did not have a significant impact on our financial position, results of operations, or cash flows for the six months ended June 30, 2010, nor do we anticipate a significant impact for the year ended December 31, 2010.

Our updated revenue recognition policy in its entirety reflecting the adoption of these amendments is provided in the following discussion.

Revenue Recognition

We recognize revenue when four criteria are met: (i) persuasive evidence that an arrangement exists; (ii) delivery has occurred or services have been rendered; (iii) the sales price is fixed or determinable; and (iv) collectability is reasonably assured. Revenue-generating transactions generally fall into one of the following categories of revenue recognition:

- We recognize revenue at the time of shipment to U.S. distributors for substantially all products sold through distributors because title and risk of loss pass to the distributors on delivery to the common carrier. Our distributors do not have the right to return products. We recognize revenue for the remainder of our customers when the product is delivered to the customer, except as noted below.

- We recognize revenue from the sales of instruments, non-cancelable software licenses and hardware systems upon installation (and completion of training if applicable) and the customer's acceptance of the instrument or system as we have no significant further obligations after this point in time.

- We recognize service revenue at the time the service is performed.

- We recognize revenue associated with extended maintenance agreements ("EMAs") over the life of the contracts using the straight-line method, which approximates the expected timing in which applicable services are performed. Amounts collected in advance of revenue recognition are recorded as a current or long-term liability based on the time from the balance sheet date to the future date of revenue recognition.

- We recognize revenue on certain instrument systems under rental programs over the life of the rental agreement using the straight-line method. Amounts collected in advance of revenue recognition are recorded as a current or long-term liability based on the time from the balance sheet date to the future date of revenue recognition.

- We recognize revenue on practice information management systems sales either by allocating the revenue to each element of the sale based on relative fair values of the elements, including post-contract support when fair value for all elements is available, or by use of the residual method when only the fair value of the post-contract support is available. We recognize revenue for the system on installation and customer acceptance and recognize revenue equal to the fair value of the post-contract support over the support period.

- Shipping costs reimbursed by the customer are included in revenue.

Multiple element arrangements ("MEAs"). Arrangements to sell products to customers frequently include multiple deliverables. Our most significant MEAs include the sale of one or more of the instruments from the IDEXX VetLab® suite of analyzers or digital radiography systems, combined with one or more of the following products: EMAs; consumables; laboratory diagnostic and consulting services; and practice management software. Practice management software is frequently sold with postcontract customer support and implementation services. Delivery of the various products or performance of services within the arrangement may or may not coincide. Delivery of our IDEXX VetLab® instruments, digital radiography systems, and practice management software generally occurs at the onset of the arrangement. EMAs, consumables, and laboratory diagnostic and consulting services generally are delivered over a period of one to five years. In certain arrangements revenue recognized is limited to the amount invoiced or received that is not contingent on the delivery of future products and services.

When arrangements outside of the scope of software revenue recognition guidance include multiple elements, we allocate revenue to each element based on the relative selling price and recognize revenue when the elements have standalone value and the four criteria for revenue recognition have been met for each element. We establish the selling price of each element based on VSOE if available, TPE if VSOE is not available, or BESP if neither VSOE nor TPE is available. We generally determine selling price based on amounts charged separately for the delivered and undelivered elements to similar customers in standalone sales of the specific elements. When arrangements outside of the scope of software revenue recognition guidance include an EMA, we recognize revenue related to the EMA at the stated contractual price on a straight-line basis over the life of the agreement.

When arrangements within the scope of software revenue recognition guidance include multiple elements, we allocate revenue to each element based on relative fair value when VSOE exists for all elements or residual fair value when there is VSOE for the undelivered elements but no such evidence for the delivered elements. When allocating revenue based on residual fair value, the fair value of the undelivered elements is deferred and the residual revenue is allocated to the delivered elements. Revenue is recognized on any delivered elements when the four criteria for revenue recognition have been met for each element. If VSOE does not exist for the allocation of revenue to the various elements of the arrangement, all revenue from the arrangement is deferred until the earlier of the point at which such sufficient VSOE does exist or all elements of the arrangement have been delivered. We generally determine fair value based on amounts charged separately for the delivered and undelivered elements to similar customers in standalone sales of the specific elements.

Customer programs. We record estimated reductions to revenue in connection with customer marketing programs and incentive offerings that may give customers rebates or award points, or provide other incentives. Award points granted under our IDEXX Points programs may be applied to trade receivables owed to us and/or toward future purchases of our products or services. We establish accruals for estimated revenue reductions attributable to customer programs and incentive offerings for each program. Revenue reductions are recorded quarterly based on issuance of credits, points earned but not yet issued, and estimates of credits and points to be earned in the future based on current revenue. As points are redeemed we recognize the benefit of points expected to expire, or breakage, using historical forfeiture rates. On November 30 of each year, unused points granted before January 1 of the prior year expire and any variance from the breakage estimate is accounted for as a change in estimate.

Within our overall IDEXX Points program, our two most significant customer programs are Practice Developer® and SNAP® up the Savings™ ("SUTS"), both of which are offered only to North American customers. Our Practice Developer® program is a Companion Animal Group ("CAG") awards program that permits customers to earn points by purchasing quarterly minimums in certain product and service categories, including IDEXX Reference Laboratories services, Catalyst Dx® and VetTest® slides, SNAPShot Dx® Analyzer and VetTest® SNAP® Reader reagents, LaserCyte® and VetAutoread™ tubes, and service and maintenance agreements. For the Practice Developer® program, the accrued revenue reduction is calculated each quarter based on sales to end users during the quarter by either us or our distributors and on our estimate of future points to be issued upon sale of applicable product inventories held by distributors at the end of the quarter. SUTS is our volume incentive program for selected SNAP® tests that provides customers with benefits in the form of (1) discounts off invoice at the time of purchase and (2) points under the IDEXX Points program awarded and paid out quarterly throughout the SUTS program year (which ends on August 31) based on total purchase volume of qualified SNAP® products during the given quarter.

Doubtful accounts receivable. We recognize revenue only in those situations where collection from the customer is reasonably assured. We maintain allowances for doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. We base our estimates on a detailed analysis of specific customer situations and a percentage of our accounts receivable by aging category. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payments, additional allowances might be required. Account balances are charged off against the allowance when we believe the receivable will not be recovered.

NOTE 3. SHARE-BASED COMPENSATION

The following is a summary of the fair value of options, restricted stock units, deferred stock units with vesting conditions and employee stock purchase rights awarded, and share-based compensation expense incurred, during the three and six months ended June 30, 2010 and 2009 *(in thousands)*:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Fair value of share-based compensation awards	$ 354	$ 116	$ 15,355	$ 15,255
Share-based compensation expense	3,168	2,944	6,512	5,806

The total unrecognized compensation expense for unvested awards outstanding at June 30, 2010 was $32.4 million, net of approximately $2.6 million related to estimated forfeitures. The weighted average remaining expense recognition period at June 30, 2010 was approximately 2.1 years.

Options

We determine the assumptions used in the valuation of option awards as of the date of grant. Differences in the stock price volatility, terms of options granted to different segments of recipients, or risk-free interest rates may necessitate distinct valuation assumptions at those grant dates. As such, we may use different assumptions for options granted throughout the year. Option awards are granted with an exercise price equal to not less than the closing market price of our common stock at the date of grant. We have never paid any cash dividends on our common stock and we have no present intention to pay a dividend; therefore, we assume that no dividends will be paid over the expected terms of option awards. The weighted averages of the valuation assumptions used to determine the fair value of each option award on the date of grant and the weighted average estimated fair values were as follows:

	For the Six Months Ended June 30,	
	2010	2009
Expected stock price volatility	31%	30%
Expected term, in years	4.9	4.8
Risk-free interest rate	2.3%	1.6%
Weighted average fair value of options granted	$ 16.56	$ 9.97

NOTE 4. INVENTORIES

Inventories include material, labor and overhead, and are stated at the lower of cost (first-in, first-out) or market. The components of inventories were as follows *(in thousands)*:

	June 30, 2010	December 31, 2009
Raw materials	$ 29,999	$ 28,426
Work-in-process	14,706	17,761
Finished goods	77,327	64,238
	$ 122,032	$ 110,425

NOTE 5. GOODWILL AND OTHER INTANGIBLE ASSETS

The changes in goodwill and intangible assets other than goodwill during the six months ended June 30, 2010 resulted primarily from changes in foreign currency exchange rates and, to a lesser extent, continued amortization of our intangible asset base.

NOTE 6. ACCRUED LIABILITIES

Accrued liabilities consisted of the following *(in thousands)*:

	June 30, 2010	December 31, 2009
Accrued expenses	$ 31,548	$ 33,094
Accrued employee compensation and related expenses	40,864	44,497
Accrued taxes	5,082	9,980
Accrued customer programs	22,135	17,388
	$ 99,629	$ 104,959

NOTE 7. WARRANTY RESERVES

We provide for the estimated cost of instrument warranties in cost of product revenue at the time revenue is recognized based on the estimated cost to repair the instrument over its warranty period. As we develop and sell new instruments, our provision for warranty expense increases. Cost of product revenue reflects not only estimated warranty expense for the systems sold in the current period, but also any changes in estimated warranty expense for the installed base that results from our quarterly evaluation of service experience. Our actual warranty obligation is affected by instrument performance in the customers' environments and costs incurred in servicing instruments. Should actual service rates or costs differ from our estimates, which are based on historical data and projections of future costs, revisions to our estimated warranty liability would be required.

The following is a summary of changes in accrued warranty reserves during the three and six months ended June 30, 2010 and 2009 *(in thousands)*:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Balance, beginning of period	$ 2,614	$ 3,106	$ 3,086	$ 2,837
Provision for warranty expense	1,020	1,328	1,941	2,317
Change in estimate	(90)	(425)	(570)	(420)
Settlement of warranty liability	(947)	(910)	(1,860)	(1,635)
Balance, end of period	$ 2,597	$ 3,099	$ 2,597	$ 3,099

NOTE 8. TREASURY STOCK

We primarily acquire shares by means of repurchases in the open market. We also acquire shares that are surrendered by employees in payment for the minimum required withholding taxes due on the exercise of stock options, the vesting of restricted stock units and the settlement of deferred stock units, and in payment for the exercise price of stock options.

The following is a summary of our treasury stock purchases and other receipts for the three and six months ended June 30, 2010 and 2009 (*in thousands, except per share amounts)*:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Shares acquired	422	593	1,562	1,092
Total cost of shares acquired	$ 26,020	$ 24,758	$ 86,322	$ 40,816
Average cost per share	$ 61.66	$ 41.72	$ 55.26	$ 37.37

NOTE 9. INCOME TAXES

The following is a summary of our effective income tax rates for the three and six months ended June 30, 2010 and 2009:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Effective income tax rate	31.5%	31.0%	31.4%	31.2%

The increases in our effective income tax rate for the three and six months ended June 30, 2010 compared to the same periods of the prior year were due primarily to the expiration of federal research and development tax incentives that were available during the three and six months ended June 30, 2009, partly offset by tax benefits related to U.S. manufacturing activities that were fully phased in effective January 1, 2010.

NOTE 10. COMPREHENSIVE INCOME

The following is a summary of comprehensive income for the three and six months ended June 30, 2010 and 2009 *(in thousands)*:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Net income	$ 37,197	$ 33,667	$ 70,225	$ 59,738
Less: Net income attributable to noncontrolling interest	4	-	6	-
Net income attributable to IDEXX Laboratories, Inc. stockholders	37,193	33,667	70,219	59,738
Other comprehensive income (loss) attributable to IDEXX Laboratories, Inc. stockholders:				
Foreign currency translation adjustments	(7,339)	14,063	(12,887)	6,971
Change in fair value of foreign currency contracts classified as hedges, net of tax	4,020	(7,170)	6,295	(8,457)
Change in fair value of interest rate swaps classified as hedges, net of tax	(191)	549	(773)	335
Change in fair market value of investments, net of tax	(109)	305	(52)	242
Comprehensive income attributable to IDEXX Laboratories, Inc. stockholders	$ 33,574	$ 41,414	$ 62,802	$ 58,829

NOTE 11. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock and vested deferred stock units outstanding during the period. The computation of diluted earnings per share is similar to the computation of basic earnings per share, except that the denominator is increased for the assumed exercise of dilutive options and other potentially dilutive securities using the treasury stock method, unless the effect is anti-dilutive.

The following is a reconciliation of shares outstanding for basic and diluted earnings per share for the three and six months ended June 30, 2010 and 2009 *(in thousands)*:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Shares Outstanding for Basic Earnings per Share:				
Weighted average shares outstanding	57,619	58,797	57,765	58,930
Weighted average vested deferred stock units outstanding	128	114	125	111
	57,747	58,911	57,890	59,041
Shares Outstanding for Diluted Earnings per Share:				
Shares outstanding for basic earnings per share	57,747	58,911	57,890	59,041
Dilutive effect of options issued	1,764	1,711	1,801	1,569
Dilutive effect of restricted stock units issued	134	67	182	71
Dilutive effect of unvested deferred stock units issued	1	8	2	7
	59,646	60,697	59,875	60,688

Vested deferred stock units outstanding are included in shares outstanding for basic and diluted earnings per share because the associated shares of our common stock are issuable for no cash consideration, the number of shares of our common stock to be issued is fixed and issuance is not contingent.

Certain options to acquire shares and restricted stock units have been excluded from the calculation of shares outstanding for diluted earnings per share because they were anti-dilutive. The following table presents information concerning those anti-dilutive options and restricted stock units for the three and six months ended June 30, 2010 and 2009 *(in thousands, except per share amounts*):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	2009	2010	2009
Weighted average number of shares underlying anti-dilutive options	547	1,442	624	1,526
Weighted average exercise price per underlying share of anti-dilutive options	$ 54.19	$ 44.18	$ 55.11	$ 44.00
Weighted average number of shares underlying anti-dilutive restricted stock units	-	127	-	17

The following table presents additional information concerning the exercise prices of vested and unvested options outstanding at the end of the period (*in thousands, except per share amounts*):

	June 30,	
	2010	2009
Closing price per share of our common stock	$ 60.90	$ 46.20
Number of shares underlying options with exercise prices below the closing price	4,378	4,714
Number of shares underlying options with exercise prices equal to or above the closing price	4	571
Total number of shares underlying outstanding options	4,382	5,285

NOTE 12. COMMITMENTS, CONTINGENCIES AND GUARANTEES

Significant commitments, contingencies and guarantees at June 30, 2010 are consistent with those discussed in Note 12 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2009.

NOTE 13. SEGMENT REPORTING

During the second quarter of 2010, we changed the name of our Production Animal Segment to Livestock and Poultry Diagnostics ("LPD"). The primary reason for this change was to provide a name that more accurately reflects the products and services and customer groups to which this segment caters.

The accounting policies of the segments are consistent with those discussed in Notes 1 and 13 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2009. Intersegment revenues, which are not included in the table below, were not significant for the three and six months ended June 30, 2010 and 2009.

The following is a summary of segment performance for the three and six months ended June 30, 2010 and 2009 *(in thousands)*:

	For the Three Months Ended June 30,					
	CAG	Water	LPD	Other	Unallocated Amounts	Consolidated Total
2010						
Revenue	$ 232,320	$ 19,448	$ 19,160	$ 10,554	$ -	$ 281,482
Income (loss) from operations	$ 44,879	$ 7,917	$ 4,188	$ 202	$ (2,351)	$ 54,835
Interest expense, net						551
Income before provision for income taxes						54,284
Provision for income taxes						17,087
Net income						37,197
Net income attributable to noncontrolling interest						4
Net income attributable to IDEXX Laboratories, Inc. stockholders						$ 37,193
2009						
Revenue	$ 217,289	$ 19,165	$ 19,639	$ 9,630	$ -	$ 265,723
Income (loss) from operations	$ 39,912	$ 8,608	$ 5,108	$ (30)	$ (4,422)	$ 49,176
Interest expense, net						403
Income before provision for income taxes						48,773
Provision for income taxes						15,106
Net income						33,667
Net income attributable to noncontrolling interest						-
Net income attributable to IDEXX Laboratories, Inc. stockholders						$ 33,667

	For the Six Months Ended June 30,					
	CAG	Water	LPD	Other	Unallocated Amounts	Consolidated Total
2010						
Revenue	$ 453,737	$ 37,312	$ 39,101	$ 19,857	$ -	$ 550,007
Income (loss) from operations	$ 84,646	$ 15,040	$ 8,922	$ 462	$ (5,807)	$ 103,263
Interest expense, net						863
Income before provision for income taxes						102,400
Provision for income taxes						32,175
Net income						70,225
Net income attributable to noncontrolling interest						6
Net income attributable to IDEXX Laboratories, Inc. stockholders						$ 70,219
2009						
Revenue	$ 410,981	$ 35,016	$ 37,905	$ 18,276	$ -	$ 502,178
Income (loss) from operations	$ 68,991	$ 15,920	$ 10,058	$ 99	$ (7,451)	$ 87,617
Interest expense, net						799
Income before provision for income taxes						86,818
Provision for income taxes						27,080
Net income						59,738
Net income attributable to noncontrolling interest						-
Net income attributable to IDEXX Laboratories, Inc. stockholders						$ 59,738

The following is a summary of revenue by product and service category for the three and six months ended June 30, 2010 and 2009 (*in thousands*):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2010	**2009**	**2010**	**2009**
CAG segment revenue:				
Instruments and consumables	$ 86,455	$ 83,732	$ 169,837	$ 155,967
Rapid assay products	40,481	41,567	79,924	79,244
Laboratory diagnostic and consulting services	86,048	77,876	165,888	146,568
Practice information systems and digital radiography	19,336	14,114	38,088	29,148
Pharmaceutical products	-	-	-	54
CAG segment revenue	232,320	217,289	453,737	410,981
Water segment revenue	19,448	19,165	37,312	35,016
LPD segment revenue	19,160	19,639	39,101	37,905
Other segment revenue	10,554	9,630	19,857	18,276
Total revenue	$ 281,482	$ 265,723	$ 550,007	$ 502,178

NOTE 14. FAIR VALUE MEASUREMENTS

U.S. GAAP 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. U.S. GAAP also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs, where available, and minimize the use of 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. Foreign currency exchange contracts classified as derivative instruments are valued based on the present value of the forward rate less the contract rate multiplied by the notional amount. Interest rate swaps classified as derivative instruments are valued utilizing a discounted cash flow analysis based on the terms of the contract and the interest rate curve.

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. At June 30, 2010 and December 31, 2009, we had no Level 3 assets or liabilities.

Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. We did not have any significant nonfinancial assets or nonfinancial liabilities which required remeasurement during the six months ended June 30, 2010 or during the year ended December 31, 2009. We did not have any transfers between Level 1 and Level 2 measurements during the six months ended June 30, 2010.

The following tables set forth our assets and liabilities that were measured at fair value on a recurring basis at June 30, 2010 and at December 31, 2009 by level within the fair value hierarchy (*in thousands*):

As of June 30, 2010	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at June 30, 2010
Assets				
Money market funds[1]	$ 32,027	$ -	$ -	$ 32,027
Equity mutual funds[2]	1,823	-	-	1,823
Foreign currency exchange contracts[3]	-	4,903	-	4,903
Liabilities				
Deferred compensation[4]	1,823	-	-	1,823
Interest rate swaps[5]	-	1,817	-	1,817

As of December 31, 2009	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at December 31, 2009
Assets				
Money market funds[1]	$ 47,021	$ -	$ -	$ 47,021
Equity mutual funds[2]	1,891	-	-	1,891
Liabilities				
Foreign currency exchange contracts[3]	-	4,221	-	4,221
Deferred compensation[4]	1,891	-	-	1,891
Interest rate swaps[5]	-	595	-	595

(1) Money market funds are included within Cash and cash equivalents.
(2) Equity mutual funds relate to a deferred compensation plan that was assumed as part of a previous business combination. This amount is included within Other long-term assets, net. See footnote 4 below for a discussion of the related deferred compensation liability.
(3) Foreign currency exchange contracts are included within Other current assets and Other long-term assets, net as of June 30, 2010 and within Accrued liabilities as of December 31, 2009.
(4) Deferred compensation plans are included within Other long-term liabilities. The fair value of our deferred compensation plan is indexed to the performance of the underlying equity mutual funds discussed in footnote 2 above.
(5) Interest rate swaps are included within Accrued liabilities.

The estimated fair value of certain financial instruments, including cash and cash equivalents, investments, accounts receivable, accounts payable, lines of credit, and notes payable approximate carrying value due to their short maturity. The estimated fair value of long-term debt approximates the carrying value based on current market prices for similar debt issues with similar remaining maturities.

Financial instruments that potentially subject us to concentrations of credit risk are principally cash and cash equivalents, investments and accounts receivable. To mitigate such risk, we place our cash and cash equivalents and investments in highly-rated financial institutions and money market funds invested in government securities. Concentration of credit risk with respect to accounts receivable is limited to certain customers to whom we make substantial sales. To reduce risk, we routinely assess the financial strength of our customers and closely monitor the amounts they owe us and, as a consequence, we believe that our accounts receivable credit risk exposure is limited. We maintain an allowance for doubtful accounts, but historically have not experienced any significant losses related to an individual customer or group of customers in any particular industry or geographic area.

NOTE 15. DERIVATIVE INSTRUMENTS AND HEDGING

Disclosure within this footnote is presented to provide transparency about how and why we use derivative instruments, how the instruments and related hedged items are accounted for, and how the instruments and related hedged items affect our financial position, results of operations, and cash flows. Derivative instruments are recognized on the balance sheet as either assets or liabilities at fair value with a corresponding offset to other comprehensive income ("OCI"), which is net of tax.

We are exposed to certain risks related to our ongoing business operations. The primary risks that we manage by using derivative instruments are foreign currency exchange risk and interest rate risk. Our subsidiaries enter into foreign currency exchange contracts to manage the exchange risk associated with their forecasted intercompany inventory purchases for the next year. From time to time, we may also enter into foreign currency exchange contracts to minimize the impact of foreign currency fluctuations associated with specific, significant transactions. Interest rate swaps are entered into to manage interest rate risk associated with $80 million of our variable-rate debt.

The primary purpose of our foreign currency hedging activities is to protect against the volatility associated with foreign currency transactions. We also utilize natural hedges to mitigate our transaction and commitment exposures. Our corporate policy prescribes the range of allowable hedging activity. We enter into exchange contracts with large multinational financial institutions, and we do not hold or engage in transactions involving derivative instruments for purposes other than risk management. Our accounting policies for these contracts are based on our designation of such instruments as hedging transactions. Market gains and losses are deferred in OCI until the contract matures, which is the period when the related obligation is settled. We primarily utilize forward exchange contracts with durations of less than 24 months.

Cash Flow Hedges

We have designated our forward currency exchange contracts and variable-to-fixed interest rate swaps as cash flow hedges. For derivative instruments that are designated as hedges, changes in the fair value of the derivative are recognized in OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. We de-designate derivative instruments from hedge accounting when the probability of the hedged transaction occurring becomes less than probable, but remains reasonably possible. For de-designated instruments, the gain or loss from the time of de-designation through maturity of the instrument is recognized in earnings. Any gain or loss in OCI at the time of de-designation is reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. We did not de-designate any instruments from hedge accounting treatment during the three and six months ended June 30, 2010. The loss recognized in earnings related to de-designated instruments during the three and six months ended June 30, 2009 was less than $0.1 million. We immediately record in earnings the extent to which a hedge is not effective in achieving offsetting changes in fair value of the hedged item. Gains or losses related to hedge ineffectiveness recognized in earnings during the three and six months ended June 30, 2010 and 2009 were not material. At June 30, 2010, the estimated net amount of gains that are expected to be reclassified out of accumulated OCI and into earnings within the next 12 months is $2.5 million if exchange rates do not fluctuate from the levels at June 30, 2010.

We enter into currency exchange contracts for amounts that are less than the full value of forecasted intercompany sales. Our hedging strategy related to intercompany inventory purchases is to employ the full amount of our hedges for the succeeding year at the conclusion of our budgeting process for that year, which is complete by the end of the preceding year. Quarterly, we enter into contracts to hedge incremental portions of anticipated foreign currency transactions for the current and following year. Accordingly, our risk with respect to foreign currency exchange rate fluctuations may vary throughout each annual cycle.

Under our current credit facility agreement, the applicable interest rates on our unsecured short-term revolving credit facility (“Credit Facility”) generally range from 0.375 to 0.875 percentage points (“Credit Spread”) above the London interbank offered rate or the Canadian Dollar-denominated bankers’ acceptance rate, dependent on our consolidated leverage ratio. In March 2009, we entered into two forward fixed interest rate swap agreements to manage the economic effect of variable interest obligations on amounts borrowed under the terms of our Credit Facility. Under these agreements, beginning on March 31, 2010 the variable interest rate associated with $80 million of borrowings outstanding under the Credit Facility became effectively fixed at 2% plus the Credit Spread through March 30, 2012. The critical terms of the interest rate swap agreements match the critical terms of the underlying borrowings, including notional amounts, underlying market indices, interest rate reset dates and maturity dates.

The notional amount of foreign currency exchange contracts to hedge forecasted intercompany sales consisted of the following *(in thousands)*:

Currency Sold	U.S. Dollar Equivalent		
	June 30, 2010	December 31, 2009	June 30, 2009
Euro	$ 46,988	$ 53,091	$ 40,922
British Pound	22,546	19,238	20,200
Canadian Dollar	20,096	18,849	21,515
Australian Dollar	6,620	7,086	5,676
Japanese Yen	10,169	9,795	6,799
	$ 106,419	$ 108,059	$ 95,112

Currency Purchased	U.S. Dollar Equivalent		
	June 30, 2010	December 31, 2009	June 30, 2009
Swiss Franc	$ 9,754	$ 8,808	$ 6,391

The notional amount of forward fixed interest rate swap agreements to manage variable interest obligations consisted of the following *(in thousands)*:

	U.S. Dollar Equivalent		
	June 30, 2010	December 31, 2009	June 30, 2009
Interest rate swap	$ 80,000	$ 80,000	$ 80,000

The fair values of derivative instruments and their respective classification in the condensed consolidated balance sheet consisted of the following *(in thousands)*:

	Asset Derivatives			
	June 30, 2010		December 31, 2009	
	Balance Sheet Classification	Fair Value	Balance Sheet Classification	Fair Value
Derivatives designated as hedging instruments				
Foreign currency exchange contracts	Other current assets	$ 3,575	Other current assets	$ -
Foreign currency exchange contracts	Other long-term assets, net	1,328	Other long-term assets, net	-
		$ 4,903		$ -

	Liability Derivatives			
	June 30, 2010		December 31, 2009	
	Balance Sheet Classification	Fair Value	Balance Sheet Classification	Fair Value
Derivatives designated as hedging instruments				
Foreign currency exchange contracts	Accrued expenses	$ -	Accrued expenses	$ 4,221
Interest rate swaps	Accrued expenses	1,817	Accrued expenses	595
Total derivative instruments		$ 1,817		$ 4,816

The effect of derivative instruments designated as cash flow hedges on the condensed consolidated balance sheet for the three and six months ended June 30, 2010 and 2009 consisted of the following *(in thousands)*:

	Gain (Loss) Recognized in OCI on Derivative Instruments (Effective Portion)			
	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
Derivative instruments	**2010**	**2009**	**2010**	**2009**
Foreign exchange contracts, net of tax	$ 4,020	$ (7,170)	$ 6,295	$ (8,457)
Interest rate swaps, net of tax	(191)	549	(773)	335
Total loss, net of tax	$ 3,829	$ (6,621)	$ 5,522	$ (8,122)

The effect of derivative instruments designated as cash flow hedges on the condensed consolidated statement of operations for the three and six months ended June 30, 2010 and 2009 consisted of the following *(in thousands)*:

		Gain (Loss) Reclassified from Accumulated OCI into Income (Effective Portion)			
		For the Three Months Ended June 30,		For the Six Months Ended June 30,	
Derivative instruments	**Classification of Gain (Loss) Reclassified from OCI into Income (Effective Portion)**	**2010**	**2009**	**2010**	**2009**
Foreign exchange contracts	Cost of revenue	$ 846	$ 2,134	$ 435	$ 6,952

The effect of derivative instruments that have been de-designated from cash flow hedge treatment on the condensed consolidated statement of operations for the three and six months ended June 30, 2010 and 2009 consisted of the following *(in thousands)*:

		Gain (Loss) Recognized in Income Related to De-designated Cash Flow Hedges			
		For the Three Months Ended June 30,		For the Six Months Ended June 30,	
De-designated derivative instruments	**Classification of Gain (Loss) Reclassified from OCI into Income**	**2010**	**2009**	**2010**	**2009**
Foreign exchange contracts	General and administrative expense	$ -	$ (42)	$ -	$ (42)

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This Quarterly Report on Form 10-Q contains statements which, to the extent they are not statements of historical fact, constitute "forward-looking statements." Such forward-looking statements about our business and expectations within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, include statements relating to future revenue growth rates, earnings and other measures of financial performance, the effect of economic downturns on our business performance, demand for our products, realizability of assets, future cash flow and uses of cash, future repurchases of common stock, future levels of indebtedness and capital spending, warranty expense, share-based compensation expense, and competition. Forward-looking statements can be identified by the use of words such as "expects," "may," "anticipates," "intends," "would," "will," "plans," "believes," "estimates," "should," and similar words and expressions. These forward-looking statements are intended to provide our current expectations or forecasts of future events; are based on current estimates, projections, beliefs, and assumptions; and are not guarantees of future performance. Actual events or results may differ materially from those described in the forward-looking statements. These forward-looking statements involve a number of risks and uncertainties as more fully described under the heading "Part II, Item 1A. Risk Factors" in this Quarterly Report on Form 10-Q. The risks and uncertainties discussed herein do not reflect the potential impact of any mergers, acquisitions or dispositions. In addition, any forward-looking statements represent our estimates only as of the day this Quarterly Report was first filed with the Securities and Exchange Commission ("SEC") and should not be relied upon as representing our estimates as of any subsequent date. From time to time, oral or written forward-looking statements may also be included in other materials released to the public. While we may elect to update forward-looking statements at some point in the future, we specifically disclaim any obligation to do so, even if our estimates or expectations change.

■ Business Overview and Trends

Operating segments. We operate primarily through three business segments: diagnostic and information technology products and services for the veterinary market, which we refer to as our Companion Animal Group ("CAG"), water quality products ("Water") and products for livestock and poultry health, which we refer to as Livestock and Poultry Diagnostics ("LPD"). During the second quarter of 2010, we changed the name of our Production Animal Segment to LPD. We also operate two smaller operating segments that comprise products for dairy quality ("Dairy") and products for the human point-of-care medical diagnostics market ("OPTI Medical"). Financial information about the Dairy and OPTI Medical operating segments and other licensing arrangements are combined and presented in an "Other" category because they do not meet the quantitative or qualitative thresholds for reportable segments. See Note 13 to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for financial information about our segments and the section entitled "Description of Business by Segment" under the heading "Item 1. Business" in our Annual Report on Form 10-K for the year ended December 31, 2009 for additional description of our segments.

CAG develops, designs, manufactures and distributes products and performs services for veterinarians, primarily related to diagnostics and information management. Water develops, designs, manufactures and distributes products to detect contaminants in water. LPD develops, designs, manufactures and distributes products to detect disease in livestock and poultry. Dairy develops, designs, manufactures and distributes products to detect contaminants in dairy products. OPTI Medical develops, designs, manufactures and distributes point-of-care electrolyte and blood gas analyzers and related consumable products for the human medical diagnostics market and also manufactures our VetStat® electrolyte and blood gas analyzer and electrolyte consumables used with our Catalyst Dx® analyzer sold in the veterinary market.

Items that are not allocated to our operating segments are comprised primarily of corporate research and development expenses that do not align with one of our existing business or service categories, a portion of share-based compensation expense, interest income and expense, and income taxes. We estimate our share-based compensation expense for the year and allocate the estimated expense to the operating segments. This allocation differs from the actual expense and consequently yields a difference between the total allocated share-based compensation expense and the actual expense for the total company, resulting in an unallocated amount reported under the caption "Unallocated Amounts." We maintain active research and development programs, some of which may materialize into the development and introduction of new technology, products or services. Research and development costs incurred that are not specifically allocated to one of our existing business or service categories are reported under the caption "Unallocated Amounts."

Use of Distributors. Because the instrument consumables and rapid assay products in our CAG segment are sold in the U.S. and certain other geographies by distributors, distributor purchasing dynamics have an impact on our reported sales of these products. Distributors purchase products from us and sell them to veterinary practices, who are the end users. Distributor purchasing dynamics may be affected by many factors and may be unrelated to underlying end-user demand for our products. As a result, fluctuations in distributors' inventories may cause reported results in a period not to be representative of underlying end-user demand. Therefore, we believe it is important to track distributor sales to end users and to distinguish between the impact of end-user demand and the impact of distributor purchasing dynamics on reported revenue.

Where growth rates are affected by changes in end-user demand, we refer to the impact of practice-level sales on growth. Where growth rates are affected by distributor purchasing dynamics, we refer to the impact of changes in distributors' inventories. If during the current year, distributors' inventories grew by less than those inventories grew in the comparable period of the prior year, then changes in distributors' inventories have a negative impact on our reported sales growth in the current period. Conversely, if during the current year, distributors' inventories grew by more than those inventories grew in the comparable period of the prior year, then changes in distributors' inventories have a positive impact on our reported sales growth in the current period.

At the end of a quarter, we believe that our U.S. CAG distributors typically hold inventory equivalent to approximately three to four weeks of our anticipated end-user demand for instrument consumables and rapid assay products.

Currency Impact. For the three and six months ended June 30, 2010, approximately 25% of our revenue is derived from products manufactured in the U.S. and sold internationally in local currencies. Strengthening of the rate of exchange for the U.S. dollar relative to other currencies has a negative impact on our international revenues and on profits of products manufactured in the U.S. and sold internationally, with a weakening of the U.S. dollar having the opposite effect. In addition, to the extent that the U.S. dollar is stronger in future periods relative to the exchange rates in effect in the corresponding prior periods, our growth rate will be negatively affected. The impact of foreign currency denominated operating expenses and foreign currency denominated supply contracts partly offset this exposure.

During the three months ended June 30, 2010, as compared to the three months ended June 30, 2009, the U.S. dollar strengthened against the Euro significantly, causing our European revenues to be negatively impacted. This impact was offset by the weakening of the U.S. dollar against the Canadian dollar and Australian dollar. Because of these offsetting changes, on a company-wide basis we experienced no significant impact from changes in foreign currency exchange rates on revenue during the three months ended June 30, 2010 as compared to the same period of the prior year. However, our individual operating segments did experience impacts to revenue from changes in foreign currency exchange rates between these two periods. Our LPD segment, where the largest portion of sales outside of the U.S. are generated in Europe, experienced significant decreases in revenue due to the changing value of the Euro against the U.S. dollar. These negative impacts were offset by our CAG and Water segments, where proportionally higher sales outside of the U.S. are generated in Canada and Australia as compared to Europe.

Effect of Economic Conditions. Demand for our CAG products and services is affected by consumer sentiment, as many pet owners may regard spending on pet healthcare to be at least partially discretionary. Therefore, we believe that the continuing weak economy has caused patient visits to U.S. and European veterinary clinics for routine screening, preventive care and elective procedures to remain depressed, which has negatively affected the growth rate of sales of rapid assay tests, instrument consumables, and laboratory diagnostic and consulting services in our CAG segment. In addition, we believe that the rate of growth of sales of our instruments, which are larger capital purchases for veterinarians, has been negatively affected by continued caution among veterinarians regarding economic prospects. Weaker economic conditions have also caused our customers to remain sensitive to the pricing of our products and services, resulting in lower growth from price increases for certain products over the course of the first six months of 2010 relative to the comparable period for the prior year.

Beyond our companion animal business, we are also seeing the weak economy impact certain customer groups in our Water and LPD businesses. Lower water testing volumes in the non-regulated segments of the business have been driven by a decline in new home construction and reduced consumer willingness to spend on certain luxury items, such as vacation cruises. Lower LPD testing volumes have been driven by a reduction in non-regulated producer and laboratory testing, as a measure to reduce operating costs, and by a reduction in testing associated with some government mandated eradication programs, due to lower government funding.

While we expect these trends to continue in the near term, we believe the fundamental drivers of demand in the markets we serve will remain intact and that growth rates will improve as major world economies stabilize and improve.

■ Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the U.S. ("U.S. GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. On an ongoing basis, we evaluate our estimates. We base our estimates on historical experience and on various assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. The significant accounting policies used in preparation of these condensed consolidated financial statements for the three and six months ended June 30, 2010 are consistent with those discussed in Note 3 to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2009, except as discussed in Note 2 to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. The critical accounting policies and the significant judgments and estimates used in the preparation of our condensed consolidated financial statements for the three and six months ended June 30, 2010 are consistent with those discussed in our Annual Report on Form 10-K for the year ended December 31, 2009 in the section under the heading "Part 2, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

■ Results of Operations

Three Months Ended June 30, 2010 Compared to Three Months Ended June 30, 2009

Revenue

Total Company. The following table presents revenue by operating segment:

Net Revenue *(dollars in thousands)*	For the Three Months Ended June 30, 2010	2009	Dollar Change	Percentage Change	Percentage Change from Currency [1]	Percentage Change from Acquisitions/ Divestitures [2]	Percentage Change Net of Acquisitions/ Divestitures and Currency Effect
CAG	$ 232,320	$ 217,289	$ 15,031	6.9%	0.3%	0.7%	5.9%
Water	19,448	19,165	283	1.5%	0.3%	-	1.2%
LPD	19,160	19,639	(479)	(2.4)%	(2.8)%	-	0.4%
Other	10,554	9,630	924	9.6%	(0.4)%	-	10.0%
Total	$ 281,482	$ 265,723	$ 15,759	5.9%	0.0%	0.6%	5.3%

(1) The percentage change from currency is a non-U.S. GAAP measure. It represents the percentage change in revenue resulting from the difference between the average exchange rates during the three months ended June 30, 2010 and the same period of the prior year applied against foreign currency denominated revenues for the three months ended June 30, 2010.
(2) Represents the percentage change in revenue during the three months ended June 30, 2010 compared to the three months ended June 30, 2009 attributed to incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to March 31, 2009.

The following revenue analysis and discussion focuses on organic revenue, which reflects the results of operations net of the impact of changes in foreign currency exchange rates on sales outside the U.S. and net of incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to March 31, 2009.

Companion Animal Group. The following table presents revenue by product and service category for CAG:

Net Revenue *(dollars in thousands)*	For the Three Months Ended June 30, 2010	2009	Dollar Change	Percentage Change	Percentage Change from Currency [1]	Percentage Change from Acquisitions/ Divestitures [2]	Percentage Change Net of Acquisitions/ Divestitures and Currency Effect
Instruments and consumables	$ 86,455	$ 83,732	$ 2,723	3.3%	(0.6)%	-	3.9%
Rapid assay products	40,481	41,567	(1,086)	(2.6)%	0.4%	-	(3.0)%
Laboratory diagnostic and consulting services	86,048	77,876	8,172	10.5%	0.9%	1.8%	7.8%
Practice information management systems and digital radiography	19,336	14,114	5,222	37.0%	1.5%	1.0%	34.5%
Net CAG revenue	$ 232,320	$ 217,289	$ 15,031	6.9%	0.3%	0.7%	5.9%

(1) The percentage change from currency is a non-U.S. GAAP measure. It represents the percentage change in revenue resulting from the difference between the average exchange rates during the three months ended June 30, 2010 and the same period of the prior year applied against foreign currency denominated revenues for the three months ended June 30, 2010.
(2) Represents the percentage change in revenue during the three months ended June 30, 2010 compared to the three months ended June 30, 2009 attributed to incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to March 31, 2009.

The increase in instruments and consumables revenue was due to higher sales volumes, partly offset by lower average unit sales prices. Higher sales volumes were driven primarily by sales of consumables used with our Catalyst Dx® instrument, partly offset by lower sales of consumables used with our VetTest® instrument as certain customers have replaced VetTest® instruments with Catalyst Dx® instruments. Higher sales volumes were also attributable to sales of our Catalyst Dx® Analyzer and our IDEXX VetLab® Station. Instrument service and accessories revenue also contributed to revenue growth as our active installed base of instruments continued to increase. These favorable impacts were partly offset by lower average unit sales prices resulting from economic and competitive conditions. The impact from changes in distributors' inventory levels was not significant to reported instruments and consumables revenue.

The decrease in rapid assay revenue was due in part to lower average unit sales prices for our canine heartworm-only SNAP® tests resulting from competitive conditions. The decrease in rapid assay revenue was also attributable to the unfavorable impact from changes in distributors' inventory levels, which resulted in a decrease in reported rapid assay revenue growth of 2%.

The increase in laboratory diagnostic and consulting services revenue resulted primarily from the impact of higher testing volume and, to a lesser extent, price increases. Higher testing volume was driven by the acquisition of new customers.

The increase in practice information management systems and digital radiography revenue resulted primarily from higher sales volumes of companion animal radiography systems as this market is in the early stages of transition from older film-based systems to digital as the standard of care. An increase in service and support revenue also contributed to revenue growth.

Water. The increase in Water revenue resulted primarily from higher Colilert® product sales volume. This favorable impact was partly offset by higher relative sales of Colilert® products in geographies where products are sold at lower average unit sales prices.

Livestock and Poultry Diagnostics. The slight increase in LPD revenue resulted from higher sales volumes of certain bovine tests, substantially offset by lower average unit sales prices for certain bovine tests resulting from competitive conditions and lower sales volumes of certain swine tests.

Other. The increase in Other revenue was primarily attributable to higher sales volumes of out-licensed products, higher sales volumes of our Dairy SNAP® Beta Lactam test used for the detection of penicillin, and higher sales volumes of consumables used with our OPTI Medical instruments.

Gross Profit

Total Company. The following table presents gross profit and gross profit percentages by operating segment:

	For the Three Months Ended June 30,					
Gross Profit *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 119,632	51.5%	$ 108,334	49.9%	$ 11,298	10.4%
Water	12,229	62.9%	12,554	65.5%	(325)	(2.6)%
LPD	13,105	68.4%	13,299	67.7%	(194)	(1.5)%
Other	4,248	40.3%	4,193	43.5%	55	1.3%
Unallocated amounts	70	N/A	60	N/A	10	16.7%
Total Company	$ 149,284	53.0%	$ 138,440	52.1%	$ 10,844	7.8%

Companion Animal Group. Gross profit for CAG increased due to higher sales and an increase in the gross profit percentage to 52% from 50%. The increase in gross profit percentage was primarily attributable to reduced overall manufacturing costs associated with our IDEXX VetLab® instruments and lower depreciation on instruments placed at customer sites under usage agreements, as we have reduced this type of placement activity and an increasing number of prior placements have become fully depreciated and transferred to the lessee. The gross profit percentage was also favorably impacted by lower costs of service and higher selling prices in our laboratory diagnostic and consulting services business. These favorable impacts were partly offset by lower average unit sales prices of instruments and consumables and SNAP® tests and the net unfavorable impact of changes in foreign currency exchange rates, which was due primarily to lower hedging gains.

Water. Gross profit for Water decreased as higher sales were offset by a decrease in the gross profit percentage to 63% from 66%. The decrease in the gross profit percentage was due to higher overall manufacturing costs, the net unfavorable impact of changes in foreign currency exchange rates, due primarily to lower hedging gains, and lower average unit sales prices. These unfavorable impacts were partly offset by higher relative sales of higher margin Colilert® products. The gross profit percentage of 63% is relatively consistent with full year 2008 and 2009 results.

Livestock and Poultry Diagnostics. Gross profit for LPD decreased as lower sales were partly offset by a slight increase in the gross profit percentage. The slight increase in the gross profit percentage was due to lower overall manufacturing costs and higher relative sales of higher margin products, partly offset by lower average unit sales prices and the net unfavorable impact of changes in foreign currency exchange rates. The net unfavorable impact of changes in foreign currency exchange rates was due primarily to the unfavorable impact of the strengthening of the U.S. dollar against the Euro, as LPD sales outside of the U.S. are primarily denominated in Euros.

Other. Gross profit for Other operating units increased due to higher sales, partly offset by a decrease in the gross profit percentage. The decrease in the gross profit percentage was attributable to an increase in overall manufacturing costs in our OPTI Medical business and lower average unit sales prices in our Dairy business.

Operating Expenses and Operating Income

Total Company. The following tables present operating expenses and operating income by operating segment:

	For the Three Months Ended June 30,					
Operating Expenses *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 74,753	32.2%	$ 68,422	31.5%	$ 6,331	9.3%
Water	4,312	22.2%	3,946	20.6%	366	9.3%
LPD	8,917	46.5%	8,191	41.7%	726	8.9%
Other	4,046	38.3%	4,223	43.9%	(177)	(4.2)%
Unallocated amounts	2,421	N/A	4,482	N/A	(2,061)	(46.0)%
Total Company	$ 94,449	33.6%	$ 89,264	33.6%	$ 5,185	5.8%

Operating Income *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 44,879	19.3%	$ 39,912	18.4%	$ 4,967	12.4%
Water	7,917	40.7%	8,608	44.9%	(691)	(8.0)%
LPD	4,188	21.9%	5,108	26.0%	(920)	(18.0)%
Other	202	1.9%	(30)	(0.3)%	232	774.7%
Unallocated amounts	(2,351)	N/A	(4,422)	N/A	2,071	46.8%
Total Company	$ 54,835	19.5%	$ 49,176	18.5%	$ 5,659	11.5%

Companion Animal Group. The following table presents CAG operating expenses by functional area:

	For the Three Months Ended June 30,					
Operating Expenses *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
Sales and marketing	$ 37,076	16.0%	$ 35,371	16.3%	$ 1,705	4.8%
General and administrative	26,497	11.4%	22,609	10.4%	3,888	17.2%
Research and development	11,180	4.8%	10,442	4.8%	738	7.1%
Total operating expenses	$ 74,753	32.2%	$ 68,422	31.5%	$ 6,331	9.3%

The increase in sales and marketing expense resulted primarily from the addition of headcount and increased personnel-related costs. The increase in general and administrative expense resulted primarily from the unfavorable impact of changes in foreign currency exchange rates, higher headcount and increased compensation and benefits, and an increase in costs attributable to information technology investments. The increase in research and development expense resulted primarily from additional headcount and increased personnel-related costs.

Water. The following table presents Water expenses by functional area:

Operating Expenses *(dollars in thousands)*	For the Three Months Ended June 30, 2010	Percent of Revenue	2009	Percent of Revenue	Dollar Change	Percentage Change
Sales and marketing	$ 1,991	10.2%	$ 1,869	9.8%	$ 122	6.5%
General and administrative	1,717	8.8%	1,402	7.3%	315	22.5%
Research and development	604	3.1%	675	3.5%	(71)	(10.5)%
Total operating expenses	$ 4,312	22.2%	$ 3,946	20.6%	$ 366	9.3%

The increase in sales and marketing expense resulted from higher headcount and personnel-related costs, partly offset by lower spending on consultants and market research. The increase in general and administrative expense resulted primarily from the unfavorable impact of changes in foreign currency exchange rates and an increase in costs attributable to information technology investments. The decrease in research and development expense resulted primarily from a reduction in personnel-related costs.

Livestock and Poultry Diagnostics. The following table presents LPD operating expenses by functional area:

Operating Expenses *(dollars in thousands)*	For the Three Months Ended June 30, 2010	Percent of Revenue	2009	Percent of Revenue	Dollar Change	Percentage Change
Sales and marketing	$ 3,430	17.9%	$ 3,112	15.8%	$ 318	10.2%
General and administrative	3,264	17.0%	2,924	14.9%	340	11.6%
Research and development	2,223	11.6%	2,155	11.0%	68	3.2%
Total operating expenses	$ 8,917	46.5%	$ 8,191	41.7%	$ 726	8.9%

The increase in sales and marketing expense resulted primarily from increased personnel-related costs and higher marketing headcount. The increase in general and administrative expense resulted from higher personnel-related costs, the unfavorable impact of changes in foreign currency exchange rates, and an increase in costs attributable to information technology investments. These increases were partly offset by a decrease in headcount. The increase in research and development expense resulted primarily from an increase in personnel-related costs.

Other. Operating expenses for Other operating units decreased $0.2 million to $4.0 million for the three months ended June 30, 2010 due primarily to a decrease in deferred compensation expense associated with an employee plan assumed in our acquisition of OPTI Medical, due to changes in the market value of the underlying investments of the plan, and a decrease in professional fees. These decreases were partly offset by an increase in headcount and personnel-related costs.

Unallocated Amounts. Operating expenses that are not allocated to our operating segments decreased $2.0 million to $2.4 million for the three months ended June 30, 2010 due primarily to the write-off in 2009 of software to manage the various aspects of product development and product lifecycles.

Interest Income and Interest Expense

Interest income was $0.1 million for the three months ended June 30, 2010 and 2009.

Interest expense was $0.7 million for the three months ended June 30, 2010, compared to $0.5 million for the same period in 2009. In March 2009, we entered into two forward fixed interest rate swap agreements for an aggregate notional amount of $80 million to manage the economic effect of variable interest obligations on amounts borrowed under the terms of our unsecured short-term revolving credit facility ("Credit Facility"). Under these agreements, we effectively fixed our interest exposure on $80 million of our outstanding borrowings for the period commencing March 31, 2010 through March 30, 2012 by converting our variable interest rate payments to fixed interest rate payments at 2% plus applicable interest rates on funds borrowed under the Credit Facility. The increase in interest expense during the three months ended June 30, 2010 compared to the same period of the prior year was due to higher effective interest rates on outstanding debt balances due to the commencement of these interest rate swap agreements. As the fixed rate under the interest rate swap agreements is higher than the weighted average interest rate of debt outstanding during 2009, we expect that interest expense may continue to increase during the remainder of 2010 as compared to 2009.

Provision for Income Taxes

Our effective income tax rates were 31.5% and 31.0% for the three months ended June 30, 2010 and 2009, respectively. The increase in our effective income tax rate for the three months ended June 30, 2010 compared to the same period of the prior year was due primarily to the expiration of federal research and development tax incentives that were available during the three months ended June 30, 2009, partly offset by tax benefits related to U.S. manufacturing activities that were fully phased in effective January 1, 2010.

Six Months Ended June 30, 2010 Compared to Six Months Ended June 30, 2009

Revenue

Total Company. The following table presents revenue by operating segment:

	For the Six Months Ended June 30,						
Net Revenue *(dollars in thousands)*	**2010**	**2009**	**Dollar Change**	**Percentage Change**	**Percentage Change from Currency [1]**	**Percentage Change from Acquisitions/ Divestitures [2]**	**Percentage Change Net of Acquisitions/ Divestitures and Currency Effect**
CAG	$ 453,737	$ 410,981	$ 42,756	10.4%	1.8%	0.8%	7.8%
Water	37,312	35,016	2,296	6.6%	2.3%	-	4.3%
LPD	39,101	37,905	1,196	3.2%	0.8%	-	2.4%
Other	19,857	18,276	1,581	8.7%	0.6%	-	8.1%
Total	$ 550,007	$ 502,178	$ 47,829	9.5%	1.7%	0.6%	7.2%

(1) The percentage change from currency is a non-U.S. GAAP measure. It represents the percentage change resulting from the difference between the average exchange rates during the six months ended June 30, 2010 and the same period of the prior year applied against foreign currency denominated revenues for the six months ended June 30, 2010.

(2) Represents the percentage change in revenue during the six months ended June 30, 2010 compared to the six months ended June 30, 2009 attributed to incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to December 31, 2008.

The following revenue analysis and discussion focuses on organic revenue, which reflects the results of operations net of the impact of changes in foreign currency exchange rates on sales outside the U.S. and net of incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to December 31, 2008.

Companion Animal Group. The following table presents revenue by product and service category for CAG:

Net Revenue *(dollars in thousands)*	For the Six Months Ended June 30, 2010	2009	Dollar Change	Percentage Change	Percentage Change from Currency [1]	Percentage Change from Acquisitions/ Divestitures [2]	Percentage Change Net of Acquisitions/ Divestitures and Currency Effect
Instruments and consumables	$ 169,837	$ 155,967	$ 13,870	8.9%	1.4%	-	7.5%
Rapid assay products	79,924	79,244	680	0.9%	0.9%	-	0.0%
Laboratory diagnostic and consulting services	165,888	146,568	19,320	13.2%	2.9%	1.9%	8.4%
Practice information management systems and digital radiography	38,088	29,148	8,940	30.7%	1.8%	0.8%	28.1%
Pharmaceutical products	-	54	(54)	(100.0)%	-	(100.0)%	-
Net CAG revenue	$ 453,737	$ 410,981	$ 42,756	10.4%	1.8%	0.8%	7.8%

(1) The percentage change from currency is a non-U.S. GAAP measure. It represents the percentage change resulting from the difference between the average exchange rates during the six months ended June 30, 2010 and the same period of the prior year applied against foreign currency denominated revenues for the six months ended June 30, 2010.

(2) Represents the percentage change in revenue during the six months ended June 30, 2010 compared to the six months ended June 30, 2009 attributed to incremental revenues from businesses acquired or revenues lost from businesses divested or discontinued subsequent to December 31, 2008.

The increase in instruments and consumables revenue was due to higher sales volumes, partly offset by lower average unit sales prices. Higher sales volumes were driven primarily by sales of consumables used with our Catalyst Dx® instrument, partly offset by lower sales of consumables used with our VetTest® instrument as certain customers have replaced VetTest® instruments with Catalyst Dx® instruments. The impact from changes in distributors' inventory levels increased reported instruments and consumables revenue growth by 2%. Higher sales volumes were also attributable to sales of our Catalyst Dx® analyzer and our IDEXX VetLab® Station. Instrument service and accessories revenue also contributed to revenue growth as our active installed base of instruments continued to increase. These favorable impacts were partly offset by lower average unit sales prices resulting from economic and competitive conditions.

Rapid assay revenue remained steady as lower U.S. practice-level sales were offset by the favorable impact from changes in distributors' inventory levels, which increased reported rapid assay revenue growth by 3%. The decrease in practice-level sales was due primarily to lower sales volumes of canine heartworm and combination tests and, to a lesser extent, lower sales volumes of feline combination test products.

The increase in laboratory diagnostic and consulting services revenue resulted primarily from the impact of higher testing volume and, to a lesser extent, price increases. Higher testing volume was driven by the acquisition of new customers.

The increase in practice information management systems and digital radiography revenue resulted primarily from higher sales volumes of companion animal radiography systems as this market is in the early stages of transition from older film-based systems to digital as the standard of care. An increase in service and support revenue also contributed to revenue growth.

Water. The increase in Water revenue resulted primarily from higher Colilert® product sales volume. This favorable impact was partly offset by higher relative sales in geographies where products are sold at lower average unit sales prices.

Livestock and Poultry Diagnostics. The increase in LPD revenue resulted primarily from higher sales volumes of certain bovine tests. This favorable impact was partly offset by lower average unit sales prices for certain bovine tests resulting from competitive conditions and lower sales volumes of certain swine tests.

Other. The increase in Other revenue was primarily attributable to higher sales volumes of consumables used with our OPTI Medical instruments, higher sales volumes of our Dairy SNAP® residue test for the detection of melamine, and higher sales volumes of out-licensed products.

Gross Profit

Total Company. The following table presents gross profit and gross profit percentages by operating segment:

	For the Six Months Ended June 30,					
Gross Profit *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 232,962	51.3%	$ 204,776	49.8%	$ 28,186	13.8%
Water	23,443	62.8%	23,710	67.7%	(267)	(1.1)%
LPD	26,579	68.0%	26,407	69.7%	172	0.7%
Other	8,401	42.3%	7,741	42.4%	660	8.5%
Unallocated amounts	260	N/A	239	N/A	21	8.6%
Total Company	$ 291,645	53.0%	$ 262,873	52.3%	$ 28,772	10.9%

Companion Animal Group. Gross profit for CAG increased due to higher sales and an increase in the gross profit percentage to 51% from 50%. The increase in gross profit percentage was primarily attributable to reduced overall service and manufacturing costs associated with our IDEXX VetLab® instruments and lower depreciation on instruments placed at customer sites under usage agreements, as we have reduced this type of placement activity and an increasing number of prior placements have become fully depreciated and transferred to the lessee. The gross profit percentage was also favorably impacted by lower costs of service and higher selling prices in our laboratory and consulting services business. These favorable impacts were partly offset by the net unfavorable impact of changes in foreign currency exchange rates and lower average unit sales prices of instruments and consumables. The net unfavorable impact of changes in foreign currency exchange rates was due primarily to lower hedging gains partly offset by the weakening of the U.S. dollar against our basket of currencies.

Water. Gross profit for Water decreased slightly as higher sales were predominantly offset by a decrease in the gross profit percentage to 63% from 68%. The decrease in the gross profit percentage was due to higher overall manufacturing costs, the net unfavorable impact of changes in foreign currency exchange rates and lower average unit sales prices. The net unfavorable impact of changes in foreign currency exchange rates was due primarily to lower hedging gains partly offset by the weakening of the U.S. dollar against our basket of currencies. These unfavorable impacts were partly offset by higher relative sales of higher margin products. The gross profit percentage of 63% is relatively consistent with full year 2008 and 2009 results.

Livestock and Poultry Diagnostics. Gross profit for LPD increased slightly due to higher sales, partly offset by a decrease in the gross profit percentage. The decrease in the gross profit percentage resulted from the net unfavorable impact of changes in foreign currency exchange rates and lower average unit sales prices, partly offset by higher relative sales of higher margin products. The net unfavorable impact of changes in foreign currency exchange rates was due primarily to lower hedging gains partly offset by the weakening of the U.S. dollar against our basket of currencies.

Other. Gross profit for Other operating units increased due to higher sales. The gross profit percentage remained consistent between the two periods.

Operating Expenses and Operating Income

Total Company. The following tables present operating expenses and operating income by operating segment:

	For the Six Months Ended June 30,					
Operating Expenses *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 148,316	32.7%	$ 135,785	33.0%	$ 12,531	9.2%
Water	8,403	22.5%	7,790	22.2%	613	7.9%
LPD	17,657	45.2%	16,349	43.1%	1,308	8.0%
Other	7,939	40.0%	7,642	41.8%	297	3.9%
Unallocated amounts	6,067	N/A	7,690	N/A	(1,623)	(21.1)%
Total Company	$ 188,382	34.3%	$ 175,256	34.9%	$ 13,126	7.5%

Operating Income *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
CAG	$ 84,646	18.7%	$ 68,991	16.8%	$ 15,655	22.7%
Water	15,040	40.3%	15,920	45.5%	(880)	(5.5)%
LPD	8,922	22.8%	10,058	26.5%	(1,136)	(11.3)%
Other	462	2.3%	99	0.5%	363	366.7%
Unallocated amounts	(5,807)	N/A	(7,451)	N/A	1,644	22.1%
Total Company	$ 103,263	18.8%	$ 87,617	17.4%	$ 15,646	17.9%

Companion Animal Group. The following table presents CAG operating expenses by functional area:

	For the Six Months Ended June 30,					
Operating Expenses *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
Sales and marketing	$ 74,835	16.5%	$ 70,215	17.1%	$ 4,620	6.6%
General and administrative	51,402	11.3%	45,431	11.1%	5,971	13.1%
Research and development	22,079	4.9%	20,139	4.9%	1,940	9.6%
Total operating expenses	$ 148,316	32.7%	$ 135,785	33.0%	$ 12,531	9.2%

The increase in sales and marketing expense resulted primarily from increased sales personnel compensation and benefits, the unfavorable impact of changes in foreign currency exchange rates, and the addition of customer support headcount. The increase in general and administrative expense resulted primarily from the unfavorable impact of changes in foreign currency exchange rates, higher headcount and increased compensation and benefits, and an increase in costs attributable to information technology investments. The increase in research and development expense resulted primarily from an increase in headcount and increased compensation and benefits.

Water. The following table presents Water expenses by functional area:

	For the Six Months Ended June 30,					
Operating Expenses *(dollars in thousands)*	**2010**	**Percent of Revenue**	**2009**	**Percent of Revenue**	**Dollar Change**	**Percentage Change**
Sales and marketing	$ 3,851	10.3%	$ 3,615	10.3%	$ 236	6.5%
General and administrative	3,340	9.0%	2,879	8.2%	461	16.0%
Research and development	1,212	3.2%	1,296	3.7%	(84)	(6.5)%
Total operating expenses	$ 8,403	22.5%	$ 7,790	22.2%	$ 613	7.9%

The increase in sales and marketing expense resulted primarily from increased personnel-related expenses and higher marketing headcount. These increases were partly offset by lower spending on market research. The increase in general and administrative expense resulted from the unfavorable impact of changes in foreign currency exchange rates, an increase in costs attributable to information technology investments and, to a lesser extent, an increase in personnel-related costs. The decrease in research and development expense resulted primarily from a reduction in personnel-related costs.

Livestock and Poultry Diagnostics. The following table presents LPD operating expenses by functional area:

Operating Expenses *(dollars in thousands)*	For the Six Months Ended June 30, 2010	Percent of Revenue	2009	Percent of Revenue	Dollar Change	Percentage Change
Sales and marketing	$ 6,833	17.5%	$ 6,048	16.0%	$ 785	13.0%
General and administrative	6,470	16.5%	6,113	16.1%	357	5.8%
Research and development	4,354	11.1%	4,188	11.0%	166	4.0%
Total operating expenses	$ 17,657	45.2%	$ 16,349	43.1%	$ 1,308	8.0%

The increase in sales and marketing expense resulted primarily from an increase in personnel-related costs. The increase in general and administrative expense resulted from the unfavorable impact of changes in foreign currency exchange rates, an increase in personnel-related costs and an increase in costs attributable to information technology investments. These increases were partly offset by a decrease in headcount. The increase in research and development expense resulted primarily from an increase in personnel-related costs.

Other. Operating expenses for Other operating units increased $0.3 million to $7.9 million for the six months ended June 30, 2010 due primarily to higher headcount and personnel-related costs in our Dairy and OPTI Medical businesses. These increases were partly offset by a decrease in deferred compensation expense associated with an employee plan assumed in our acquisition of OPTI Medical, due to changes in the market value of the underlying investments in the plan, a decrease in professional fees, and a decrease in materials and supplies utilized in research and development.

Unallocated Amounts. Operating expenses that are not allocated to our operating segments decreased $1.6 million to $6.1 million for the six months ended June 30, 2010 due primarily to a reduction in research and development costs and the write-off in 2009 of software to manage the various aspects of product development and product lifecycles. These decreases were partly offset by the write-off of certain design costs related to a facilities project that has changed in scope.

Interest Income and Interest Expense

Interest income was $0.2 million for the six months ended June 30, 2010 compared to $0.3 million for the same period of the prior year. The decrease in interest income was due primarily to lower interest rates, partly offset by higher invested cash balances.

Interest expense was $1.1 million for the six months ended June 30, 2010 and 2009 as higher effective interest rates were offset by lower average borrowings under the Credit Facility. With the commencement of our interest rate swap agreements on March 31, 2010, we effectively fixed our interest rate at 2% plus applicable interest rates on $80 million of funds borrowed under the Credit Facility through March 31, 2012. As the fixed rate under the interest rate swap agreements is higher than the weighted average interest rate of debt outstanding during 2009, we expect that interest expense may increase during the remainder of 2010 as compared to 2009.

Provision for Income Taxes

Our effective income tax rates were 31.4% and 31.2% for the six months ended June 30, 2010 and 2009, respectively. The increase in our effective income tax rate was due primarily to the expiration of federal research and development tax incentives that were available during the six months ended June 30, 2009, partly offset by tax benefits related to U.S. manufacturing activities that were fully phased in effective January 1, 2010.

■ Recent Accounting Pronouncements

A discussion of recent accounting pronouncements is included in Note 3(p) to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2009 and in Note 2 to the condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

■ Liquidity and Capital Resources

Liquidity

We fund the capital needs of our business through cash on hand, funds generated from operations, and amounts available under the Credit Facility. At June 30, 2010 and December 31, 2009, we had $118.0 million and $106.7 million, respectively, of cash and cash equivalents, and working capital of $139.4 million and $120.0 million, respectively. Additionally, at June 30, 2010, we had remaining borrowing availability of $65.1 million under our $200 million Credit Facility. We believe that current cash and cash equivalents, funds generated from operations, and amounts available under our Credit Facility will be sufficient to fund our operations, capital purchase requirements, and strategic growth needs for the next twelve months and for the foreseeable future. We further believe that, if necessary, we could obtain additional borrowings at prevailing market interest rates to fund our growth objectives. However, based on the current credit market, we believe that the interest rates, financial covenants and other terms of such borrowings would be less favorable than those applicable to our current Credit Facility and those that otherwise would have been available historically.

We consider the operating earnings of certain non-U.S. subsidiaries to be indefinitely invested outside the U.S. Changes to this position could have adverse tax consequences. As such, we manage our worldwide cash requirements considering available funds among all of our subsidiaries. Our foreign cash balances are generally available without restrictions to fund ordinary business operations outside the U.S.

The following table presents additional key information concerning working capital:

	For the Three Months Ended				
	June 30, 2010	March 31, 2010	December 31, 2009	September 30, 2009	June 30, 2009
Days sales outstanding	41.8	41.7	38.9	41.2	40.2
Inventory turns	1.9	2.0	1.9	1.8	1.8

Sources and Uses of Cash

The following table presents cash provided (used):

	For the Six Months Ended June 30,		
(dollars in thousands)	2010	2009	Dollar Change
Net cash provided by operating activities	$ 75,085	$ 70,881	$ 4,204
Net cash used by investing activities	(17,517)	(18,907)	1,390
Net cash used by financing activities	(43,207)	(28,136)	(15,071)
Net effect of changes in exchange rates on cash	(3,114)	1,038	(4,152)
Net increase in cash and cash equivalents	$ 11,247	$ 24,876	$ (13,629)

Operating Activities. Cash provided by operating activities was $75.1 million for the six months ended June 30, 2010, compared to $70.9 million for the same period in 2009. The total of net income and net non-cash charges, excluding the impact of reclassifying the tax benefit from exercises of stock options and vesting of restricted stock units to a financing activity, was $101.3 million for the six months ended June 30, 2010, compared to $94.8 million for the same period in 2009, resulting in incremental operating cash flows of $6.5 million. The total of changes in operating assets and liabilities and the tax benefit from exercises of stock options and vesting of restricted stock units decreased cash by $26.2 million and $23.9 million for the six months ended June 30, 2010 and 2009, respectively, resulting in an incremental decrease in cash of $2.3 million.

The following table presents cash flows from changes in operating assets and liabilities and the tax benefit from exercises of stock options and vesting of restricted stock units:

(dollars in thousands)	For the Six Months Ended June 30, 2010	2009	Dollar Change
Accounts receivable	$ (16,544)	$ (7,101)	$ (9,443)
Inventories	(12,977)	(6,876)	(6,101)
Other assets	(1,634)	(2,768)	1,134
Accounts payable	4,308	(1,684)	5,992
Accrued liabilities	7,432	(3,423)	10,855
Deferred revenue	2,558	(682)	3,240
Tax benefit from exercises of stock options and vesting of restricted stock units	(9,372)	(1,355)	(8,017)
Total change in cash due to changes in operating assets and liabilities and the tax benefit from exercises of stock options and vesting of restricted stock units	$ (26,229)	$ (23,889)	$ (2,340)

During the six months ended June 30, 2010, as compared to the same period of the prior year, the increase in accrued liabilities resulted primarily from increased income tax accruals. Sales during the six months ended June 30, 2010 improved compared to the same period of the prior year, driving increases in accounts receivable. The timing of inventory receipts, most significantly of slides used with our chemistry analyzers, contributed to the decrease in cash flow, which was partly offset by associated increases in cash flow from the timing of payments for inventory. The increase in deferred revenue was due to an increase in customer participation in certain marketing and rental programs.

We historically have experienced proportionally lower or net negative cash flows from operating activities during the first quarter and proportionally higher or net positive cash flows from operating activities for the remainder of the year and for the annual period. Several factors contribute to the seasonal fluctuations in cash flows generated by operating activities, including the following:

- Accounts receivable are historically higher in the first quarter of the year due to seasonality of certain products.
- We have management and non-management employee incentive programs that provide for the payment of annual bonuses in the first quarter following the year in which the bonuses were earned.
- We have agreements with certain suppliers that require us to make minimum annual inventory purchases, in some cases in order to retain exclusive distribution rights, and we have other agreements with suppliers that provide for lower pricing based on annual purchase volumes. We may place a higher volume of purchase orders for inventory during the fourth quarter in order to meet our minimum commitments or realize volume pricing discounts and we receive that inventory in the fourth or first quarters and pay in the first quarter. The specific facts and circumstances that we consider in determining the timing and level of inventory purchases throughout the year related to these agreements may yield inconsistent cash flows from operations, most typically in the first and fourth quarters.

Investing Activities. Cash used by investing activities was $17.5 million for the six months ended June 30, 2010, compared to cash used of $18.9 million for the same period of 2009. The decrease in cash used by investing activities was due primarily to a software license purchase in 2009 to support our internally-developed applications, partly offset by lower proceeds received in connection with the disposition of assets during the six months ended June 30, 2010. During the six months ended June 30, 2009, we received net proceeds of $2.5 million from the sale of our pharmaceutical product lines and from the sale of property and equipment.

We paid $17.4 million to purchase fixed assets during the six months ended June 30, 2010. Our total capital expenditure plan for 2010 is approximately $45 million, which includes approximately $12 million for the renovation and expansion of our headquarters facility.

Financing Activities. During the six months ended June 30, 2010 and 2009, we received $16.4 million and $6.9 million, respectively, on the exercise of stock options and participation in the employee stock purchase plan, due to an increase in the number of options exercised and, to a lesser extent, an increase in the weighted average exercise price. Exercise activity increased during the first six months of 2010 as compared to the same period of the prior year partly due to the adoption by one of our executive officers of a securities trading plan designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. As a function of the increase in exercise activity, the tax benefit from exercises of stock options and vesting of restricted stock units increased to $9.4 million for the six months ended June 30, 2010, compared to $1.4 million for the same period of the prior year.

At June 30, 2010, we had $133.9 million outstanding under the Credit Facility, of which $3.9 million was borrowed by our Canadian subsidiary and denominated in Canadian dollars. Our general availability under the Credit Facility is reduced by $1.0 million for a letter of credit issued related to our workers' compensation policy covering claims for the years ended December 31, 2009 and 2010. The Credit Facility contains financial and other affirmative and negative covenants, as well as customary events of default, which provide for the acceleration of amounts outstanding under the Credit Facility, or restrict our ability to borrow thereunder, in the event of noncompliance. One of the financial covenants requires our ratio of debt to earnings before interest, taxes, depreciation and amortization, defined as the consolidated leverage ratio under the terms of the Credit Facility, not to exceed 3-to-1. At June 30, 2010, we were in compliance with the covenants of the Credit Facility.

Our board of directors has authorized the repurchase of up to 44 million shares of our common stock in the open market or in negotiated transactions. From the inception of the program in August 1999 to June 30, 2010, we have repurchased 39.2 million shares. Cash used to repurchase shares during the six months ended June 30, 2010 and 2009 was $83.7 million and $39.7 million, respectively. We believe that the repurchase of our common stock is a favorable investment, and we also repurchase to offset the dilutive effect of our share-based compensation programs. Repurchases of our common stock may vary depending upon the level of other investing activities and the share price.

Other Commitments, Contingencies and Guarantees

Significant commitments, contingencies and guarantees at June 30, 2010 are consistent with those discussed in the section under the heading "Part 2, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources," and in Note 12 to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2009.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For quantitative and qualitative disclosures about market risk affecting IDEXX, see the section under the heading "Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk" of our Annual Report on Form 10-K for the year ended December 31, 2009. As of the date of this report, there have been no material changes to the market risks described in our Annual Report on Form 10-K for the year ended December 31, 2009.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining disclosure controls and procedures, as defined by the SEC in its Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 as amended (the "Exchange Act"). The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures at June 30, 2010, our chief executive officer and chief financial officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures are effective to achieve their stated purpose.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended June 30, 2010 that materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1A. Risk Factors

Our future operating results involve a number of risks and uncertainties. Actual events or results may differ materially from those discussed in this report. Factors that could cause or contribute to such differences include, but are not limited to, the factors discussed below, as well as those discussed elsewhere in this report.

The following discussion includes three revised risk factors ("Various Government Regulations and Enforcement Activities Could Limit or Delay Our Ability to Market and Sell Our Products," "Changes in Testing Patterns Could Negatively Affect Our Operating Results," and "Our Operations are Vulnerable to Interruption as a Result of Natural Disasters or System Failures") that reflects developments subsequent to the discussion of that risk factor included in our Annual Report on Form 10-K for the year ended December 31, 2009.

Our Failure to Successfully Execute Certain Strategies Could Have a Negative Impact on Our Growth and Profitability

The companion animal health care industry is highly competitive and we anticipate increased competition from both existing competitors and new market entrants. Our ability to maintain or enhance our historical growth rates and our profitability depends on our successful execution of many elements of our strategy, which include:

- Developing, manufacturing and marketing innovative new in-clinic laboratory analyzers that drive sales of IDEXX VetLab® instruments, grow our installed base of instruments, and create a recurring revenue stream from consumable products;
- Developing and introducing new proprietary diagnostic tests and services that provide valuable medical information to our customers and effectively differentiate our products and services from those of our competitors;
- Increasing the value to our customers of our companion animal products and services by enhancing the integration of these products and managing the diagnostic information derived from our products;
- Achieving the benefits of economies of scale in our worldwide network of laboratories;
- Achieving cost reductions in the manufacture and service of our in-clinic laboratory analyzers;
- Expanding our served market and growing our market share by strengthening our sales and marketing activities both within the U.S. and in geographies outside of the U.S.;
- Developing and implementing new technology and licensing strategies; and
- Identifying, completing and integrating acquisitions that enhance our existing businesses or create new business or geographic areas for us.

If we are unsuccessful in implementing some or all of these strategies, our rate of growth or profitability may be negatively impacted.

Our Dependence on a Limited Number of Suppliers Could Limit Our Ability to Sell Certain Products or Reduce Our Profitability

We currently purchase many products and materials from sole or single sources. Some of the products that we purchase from these sources are proprietary and, therefore, cannot be readily or easily replaced by alternative sources. These products include our ProCyte Dx™ hematology analyzer, IDEXX VetAutoread™ hematology analyzer, VetLyte® electrolyte, IDEXX VetLab® UA™ urinalysis, VetTest® chemistry, and Coag Dx™ blood coagulation analyzers and related consumables and accessories; image capture plates used in our digital radiography systems; Catalyst Dx® consumables; and certain components and raw materials used in our SNAP® rapid assay devices, water testing products, dairy testing products and LaserCyte® hematology analyzers. To mitigate risks associated with sole and single source suppliers we seek where possible to enter into long-term contracts that ensure an uninterrupted supply of products at predictable prices. However, some suppliers decline to enter into long-term contracts and we are required to purchase products on a purchase order basis. There can be no assurance that suppliers with which we do not have contracts will continue to supply our requirements for products, that suppliers with which we do have contracts will always fulfill their obligations under these contracts, or that any of our suppliers will not experience disruptions in their ability to supply our requirements for products. In cases where we purchase sole and single source products or components under purchase orders, we are more susceptible to unanticipated cost increases or changes in other terms of supply. In addition, under some contracts with suppliers we have minimum purchase obligations and our failure to satisfy those obligations may result in loss of some or all of our rights under these contracts or require us to compensate the supplier. If we are unable to obtain adequate quantities of sole and single source products in the future, we may be unable to supply the market, which would have a material adverse effect on our results of operations.

Our Biologic Products Are Complex and Difficult to Manufacture, Which Could Negatively Affect Our Ability to Supply the Market

Many of our rapid assay and livestock and poultry diagnostic products are biologics, which are products that are comprised of materials from living organisms, such as antibodies, cells and sera. Manufacturing biologic products is highly complex. Unlike products that rely on chemicals for efficacy (such as most pharmaceuticals), biologics are difficult to characterize due to the inherent variability of biological input materials. Difficulty in characterizing biological materials or their interactions creates greater risk in the manufacturing process. There can be no assurance that we will be able to maintain adequate sources of biological materials or that biological materials that we maintain in inventory will yield finished products that satisfy applicable product release criteria. Our inability to produce or obtain necessary biological materials or to successfully manufacture biologic products that incorporate such materials could result in our inability to supply the market with these products, which could have a material adverse effect on our results of operations.

A Weak Economy Could Result in Reduced Demand for Our Products and Services

A substantial percentage of our sales are made worldwide to the companion animal veterinary market. Demand for our companion animal diagnostic products and services is driven in part by the number of pet visits to veterinary hospitals and the practices of veterinarians with respect to diagnostic testing. Economic weakness in our significant markets has caused and could continue to cause pet owners to skip or defer visits to veterinary hospitals or could affect their willingness to treat certain pet health conditions, approve certain diagnostic tests, or continue to own a pet. In addition, concerns about the financial resources of pet owners could cause veterinarians to be less likely to recommend certain diagnostic tests and concerns about the economy may cause veterinarians to defer purchasing capital items such as our instruments. A decline in pet visits to the hospital, in the willingness of pet owners to treat certain health conditions or approve certain tests, in pet ownership, or in the inclination of veterinarians to recommend certain tests or make capital purchases could result in a decrease in sales of diagnostic products and services.

Disruption in Financial and Currency Markets Could Have a Negative Effect on Our Business

Global financial markets in which we operate have experienced extreme disruption over the past few years, including, among other things, volatility in exchange rates and security prices, diminished liquidity and credit availability, rating downgrades of certain investments and declining valuations of others. These economic developments affect businesses such as ours in a number of ways. The current tightening of credit in financial markets may adversely affect the ability of customers to obtain financing for significant purchases and operations and could result in a decrease in orders for our products and services. The inability of pet owners to obtain consumer credit could lead to a decline in pet visits to the veterinarian, which could result in a decrease in diagnostic testing. Likewise, a decrease in pet visits and patient procedures could negatively impact the financial condition of the veterinary practices that are our customers, which may inhibit their ability to pay us amounts owed for products delivered or services provided. In addition, although current economic conditions have not impacted our ability to access credit markets and finance our operations, further deterioration in financial markets could adversely affect our access to capital. We are unable to predict the likely duration and severity of the current disruption in financial markets and adverse economic conditions in the U.S. and other countries.

Strengthening of the Rate of Exchange for the U.S. Dollar Has a Negative Effect on Our Business

Strengthening of the rate of exchange for the U.S. dollar against the Euro, the British Pound, the Canadian Dollar, the Japanese Yen and the Australian Dollar adversely affects our results, as it reduces the dollar value of sales that are made in those currencies and reduces the profits on products manufactured in the U.S. and exported to international markets. For the three and six months ended June 30, 2010, approximately 25% of IDEXX sales were derived from products manufactured in the U.S. and sold internationally in local currencies.

Various Government Regulations and Enforcement Activities Could Limit or Delay Our Ability to Market and Sell Our Products

In the U.S., the manufacture and sale of our products are regulated by agencies such as the United States Department of Agriculture ("USDA"), the U.S. Food and Drug Administration ("FDA") and the U.S. Environmental Protection Agency ("EPA"). Most diagnostic tests for animal health applications, including our canine, feline, poultry and livestock tests, must be approved by the USDA prior to sale in the U.S. Our water testing products must be approved by the EPA before they can be used by customers in the U.S. as a part of a water quality monitoring program required by the EPA. Our dairy testing products require approval by the FDA. The manufacture and sale of our OPTI® line of human point-of-care electrolytes and blood gas analyzers are regulated by the FDA and these products require approval by the FDA before they may be sold commercially in the U.S. The manufacture and sale of our products are subject to similar laws in many foreign countries. Any failure to comply with legal and regulatory requirements relating to the manufacture and sale of our products in the U.S. or in other countries could result in fines and sanctions against us or suspensions or discontinuations of our ability to manufacture or sell our products, which could have a material adverse effect on our results of operations. In addition, delays in obtaining regulatory approvals for new products or product upgrades could have a negative impact on our growth and profitability.

In January 2010, we received a letter from the U.S. Federal Trade Commission ("FTC"), stating that it was conducting an investigation to determine whether IDEXX or others have engaged in, or are engaging in, unfair methods of competition in violation of Section 5 of the Federal Trade Commission Act ("FTC Act"), through pricing or marketing policies for companion animal veterinary products and services, including but not limited to exclusive dealing or tying arrangements with distributors or end-users of those products or services. The letter requests that we preserve all materials potentially relevant to this investigation. The letter states that the FTC has not concluded that IDEXX or anyone else has violated Section 5 of the FTC Act.

We received a subpoena from the FTC on April 15, 2010 requesting that we provide the FTC with documents and information relevant to this investigation and we intend to cooperate fully with the FTC in its investigation. We cannot predict how long any investigation might be ongoing.

We believe that our marketing and sales practices for companion animal veterinary products and services do not violate Section 5 of the FTC Act or any other antitrust law. However, it is possible that the FTC could reach a different conclusion at the end of its investigation and elect to commence an enforcement action in an administrative law court within the FTC. If the FTC were to commence an enforcement action we would expect to defend ourselves vigorously. Were the FTC to prevail in the action and through all subsequent appeals, we believe that any remedies likely to be sought by the FTC under Section 5 would not have a material adverse effect on our business.

Our Success Is Heavily Dependent Upon Our Proprietary Technologies

We rely on a combination of patent, trade secret, trademark and copyright laws to protect our proprietary rights. If we do not have adequate protection of our proprietary rights, our business may be affected by competitors who utilize substantially equivalent technologies that compete with us.

We cannot ensure that we will obtain issued patents, that any patents issued or licensed to us will remain valid, or that any patents owned or licensed by us will provide protection against competitors with similar technologies. Even if our patents cover products sold by our competitors, the time and expense of litigating to enforce our patent rights could be substantial, and could have a material adverse effect on our results of operations. In addition, expiration of patent rights could result in substantial new competition in the markets for products previously covered by those patent rights. In June 2009, one of the U.S. patents covering our SNAP® FIV/FeLV Combo and SNAP® Feline Triple tests expired. We had licensed this broad patent exclusively from the University of California. Expiration of this patent could result in increased competition in the U.S. market for feline immunodeficiency virus tests and if this competition arises, we expect that revenues and profit margins associated with sales of our SNAP® FIV/FeLV Combo and SNAP® Feline Triple tests will likely decline.

In the past, we have received notices claiming that our products infringe third-party patents and we may receive such notices in the future. Patent litigation is complex and expensive, and the outcome of patent litigation can be difficult to predict. We cannot ensure that we will win a patent litigation case or negotiate an acceptable resolution of such a case. If we lose, we may be stopped from selling certain products and/or we may be required to pay damages and/or ongoing royalties as a result of the lawsuit. Any such adverse result could have a material adverse effect on our results of operations.

Distributor Purchasing Patterns Could Negatively Affect Our Operating Results

We sell many of our products, including substantially all of the rapid assays and instrument consumables sold in the U.S., through distributors. Distributor purchasing patterns can be unpredictable and may be influenced by factors unrelated to the end-user demand for our products. In addition, our agreements with distributors may generally be terminated by the distributors for any reason on 60 days notice. Because significant product sales are made to a limited number of distributors, the unanticipated loss of a distributor or unanticipated changes in the frequency, timing or size of distributor purchases, could have a negative effect on our results of operations.

Distributors of veterinary products have entered into business combinations resulting in fewer distribution companies. Consolidation within distribution channels increases our customer concentration level, which could increase the risks described in the preceding paragraph. See the section under the heading "Part 1. Item 1 Business – Marketing and Distribution" in our Annual Report on Form 10-K for the year ended December 31, 2009.

Increased Competition and Technological Advances by Our Competitors Could Negatively Affect Our Operating Results

We face intense competition within the markets in which we sell our products and services and we expect that future competition will become even more intense. The introduction by competitors of new and competitive products and services could result in a decline in sales and/or profitability of our products and services. In addition, competitors may develop products or services that are superior to our products and services, which could cause us to lose existing customers and market share. Some of our competitors and potential competitors, including large diagnostic companies, have substantially greater financial resources than us, and greater experience in manufacturing, marketing, research and development and obtaining regulatory approvals than we do.

Changes in Testing Patterns Could Negatively Affect Our Operating Results

The market for our companion and livestock and poultry diagnostic tests and our dairy and water testing products could be negatively impacted by a number of factors. The introduction or broad market acceptance of vaccines or preventatives for the diseases and conditions for which we sell diagnostic tests and services could result in a decline in testing. Changes in accepted medical protocols regarding the diagnosis of certain diseases and conditions could have a similar effect. Eradication or substantial declines in the prevalence of certain diseases also could lead to a decline in diagnostic testing for such diseases. Our livestock and poultry products business in particular is subject to fluctuations resulting from changes in disease prevalence. In addition, changes in government regulations or in the availability of government funds available for monitoring programs could negatively affect sales of our products that are driven by compliance testing, such as our livestock and poultry, dairy and water products. Declines in testing for any of the reasons described could have a material adverse effect on our results of operations.

Effective January 1, 2009, the age at which healthy cattle to be slaughtered are required to be tested for BSE in the European Union was increased from 30 months to 48 months, which has been estimated to reduce the population of cattle tested by approximately 30%. The European Union is considering further increasing the age requirement from 48 months to 60 months, which could be effective as early as January 1, 2011. As a result, we believe that we are likely to continue to lose a portion of our sales of post-mortem tests for BSE.

Consolidation of Veterinary Hospitals Could Negatively Affect Our Business

An increasing percentage of veterinary hospitals in the U.S. is owned by corporations that are in the business of acquiring veterinary hospitals and/or opening new veterinary hospitals nationally or regionally. Major corporate hospital owners in the U.S. include VCA Antech, Inc., National Veterinary Associates, and Banfield, The Pet Hospital, each of which is currently a customer of IDEXX. A similar trend exists in the U.K. and may in the future also develop in other countries. Corporate owners of veterinary hospitals could attempt to improve profitability by leveraging the buying power they derive from their scale to obtain favorable pricing from suppliers, which could have a negative impact on our results. In addition, certain corporate owners, most notably VCA Antech, our primary competitor in the U.S. and Canadian markets for veterinary laboratory diagnostic services, also operate reference laboratories that serve both their hospitals and unaffiliated hospitals. Any hospitals acquired by these companies generally use their laboratory services almost exclusively and shift a large portion of their testing from in-clinic testing to their reference laboratories. In addition, because these companies compete with us in the laboratory services marketplace, hospitals acquired by these companies may cease to be customers or potential customers of our other companion animal products and services, which would cause our sales of these products and services to decline.

Our Inexperience in the Human Point-of-Care Market Could Inhibit Our Success in this Market

Upon acquiring the Critical Care Division of Osmetech plc in January 2007, we entered the human point-of-care medical diagnostics market for the first time with the sale of the OPTI® line of electrolyte and blood gas analyzers. The human point-of-care medical diagnostics market differs in many respects from the veterinary medical market. Significant differences include the impact of third party reimbursement on diagnostic testing, more extensive regulation, greater product liability risks, larger competitors, a more segmented customer base, and more rapid technological innovation. Our inexperience in the human point-of-care medical diagnostics market could negatively affect our ability to successfully manage the risks and features of this market that differ from the veterinary medical market. There can be no assurance that we will be successful in achieving growth and profitability in the human point-of-care medical diagnostics market comparable to the results we have achieved in the veterinary medical market.

Risks Associated with Doing Business Internationally Could Negatively Affect Our Operating Results

For the six months ended June 30, 2010, 40% of our revenue was attributable to sales of products and services to customers outside the U.S. Various risks associated with foreign operations may impact our international sales. Possible risks include fluctuations in the value of foreign currencies relative to the U.S. dollar, inability of our customers to obtain U.S. dollars to pay our invoices, disruptions in transportation of our products, the differing product and service needs of foreign customers, difficulties in building and managing foreign operations, import/export duties and licensing requirements, and unexpected regulatory, economic or political changes in foreign markets. Prices that we charge to foreign customers may be different than the prices we charge for the same products in the U.S. due to competitive, market or other factors. As a result, the mix of domestic and international sales in a particular period could have a material impact on our results for that period. In addition, many of the products for which our selling price may be denominated in foreign currencies are manufactured, sourced, or both, in the U.S. and our costs are incurred in U.S. dollars. We utilize non-speculative forward currency exchange contracts and natural hedges to mitigate foreign currency exposure. However, an appreciation of the U.S. dollar relative to the foreign currencies in which we sell these products would reduce our operating profits. Additionally, a strengthening U.S. dollar could negatively impact the ability of customers outside the U.S. to pay for purchases denominated in U.S. dollars.

Our Operations are Vulnerable to Interruption as a Result of Natural Disasters or System Failures

The operation of all of our facilities is vulnerable to interruption as a result of natural and man-made disasters, interruptions in power supply, or other system failures. While we maintain plans to continue business under such circumstances, there can be no assurance that such plans will be successful in fully or partially mitigating the effects of such events.

We manufacture many of our significant products, including our rapid assay devices, certain instruments, and most Water, Dairy, and LPD testing products, at a single facility in Westbrook, Maine. We also maintain a major North American distribution facility and reference laboratory in Memphis, Tennessee. Therefore, interruption of operations at either of these facilities would have a material adverse effect on our results of operations.

We maintain property and business interruption insurance to insure against the financial impact of certain events of this nature. However, this insurance may be insufficient to compensate us for the full amount of any losses that we may incur. In addition, such insurance will not compensate us for the long-term competitive effects of being off the market for the period of any interruption in operations.

The Loss of Our President, Chief Executive Officer and Chairman Could Adversely Affect Our Business

We rely on the management and leadership of Jonathan W. Ayers, our President, Chief Executive Officer and Chairman. We do not maintain key man life insurance coverage for Mr. Ayers. The loss of Mr. Ayers could have a material adverse impact on our business.

We Could Be Subject to Class Action Litigation Due to Stock Price Volatility, which, if it Occurs, Could Result in Substantial Costs or Large Judgments Against Us

The market for our common stock may experience extreme price and volume fluctuations, which may be unrelated or disproportionate to our operating performance or prospects. In the past, securities class action litigation has often been brought against companies following periods of volatility in the market prices of their securities. We may be the target of similar litigation in the future. Securities litigation could result in substantial costs and divert our management's attention and resources, which could have a negative effect on our business, operating results and financial condition.

If Our Quarterly or Annual Results of Operations Fluctuate, This Fluctuation May Cause Our Stock Price to Decline, Resulting in Losses to You

Our prior operating results have fluctuated due to a number of factors, including seasonality of certain product lines; changes in our accounting estimates; the impact of acquisitions; timing of distributor purchases, product launches, operating expenditures, litigation and claim-related expenditures; changes in competitors' product offerings; changes in the economy affecting consumer spending; and other matters. Similarly, our future operating results may vary significantly from quarter to quarter or year to year due to these and other factors, many of which are beyond our control. If our operating results or projections of future operating results do not meet the expectations of market analysts or investors in future periods, our stock price may fall.

Future Operating Results Could Be Negatively Affected by the Resolution of Various Uncertain Tax Positions and by Potential Changes to Tax Incentives

In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. Significant judgment is required in determining our worldwide provision for income taxes. We periodically assess our exposures related to our worldwide provision for income taxes and believe that we have appropriately accrued taxes for contingencies. Any reduction of these contingent liabilities or additional assessment would increase or decrease income, respectively, in the period such determination was made. Our income tax filings are regularly under audit by tax authorities and the final determination of tax audits could be materially different than that which is reflected in historical income tax provisions and accruals. Additionally, we benefit from certain tax incentives offered by various jurisdictions. If we are unable to meet the requirements of such incentives, our inability to use these benefits could have a material negative effect on future earnings.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

During the three months ended June 30, 2010, we repurchased common shares as described below:

Period	Total Number of Shares Purchased (a)	Average Price Paid per Share (b)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (c)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (d)
April 1 to April 30, 2010	157,000	$ 58.68	157,000	5,044,799
May 1 to May 31, 2010	99,616	63.48	99,616	4,945,183
June 1 to June 30, 2010	165,387	63.38	165,000	4,780,183
Total	422,003	$ 61.66	421,616	4,780,183

Our board of directors has approved the repurchase of up to 44 million shares of our common stock in the open market or in negotiated transactions. The plan was approved and announced on August 13, 1999, and subsequently amended on October 4, 1999, November 16, 1999, July 21, 2000, October 20, 2003, October 12, 2004, October 12, 2005, February 14, 2007, February 13, 2008 and February 10, 2010 and does not have a specified expiration date. There were no other repurchase plans outstanding during the three months ended June 30, 2010, and no repurchase plans expired during the period. Repurchases of 421,616 shares were made during the three months ended June 30, 2010 in transactions made pursuant to our repurchase plan.

During the three months ended June 30, 2010, we received 387 shares of our common stock that were surrendered by employees in payment for the minimum required withholding taxes due on the vesting of restricted stock units and settlement of deferred stock units. In the above table, these shares are included in columns (a) and (b), but excluded from columns (c) and (d). These shares do not reduce the number of shares that may be purchased under the repurchase plan.

Item 6. Exhibits

Exhibit No.	Description
10.1*	Supply Agreement, effective as of May 7, 2007 between the Company and Moss, Inc. (filed herewith).
10.2**	Restated Director Deferred Compensation Plan, as amended (filed herewith).
10.3**	Restated Executive Deferred Compensation Plan, as amended (filed herewith).
31.1	Certification by Chief Executive Officer.
31.2	Certification by Corporate Vice President, Chief Financial Officer and Treasurer.
32.1	Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification by Corporate Vice President, Chief Financial Officer and Treasurer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS†	XBRL Instance Document.
101.SCH†	XBRL Taxonomy Extension Schema Document.
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document.

* Confidential treatment requested as to certain portions, which portions have been filed separately with the Securities and Exchange Commission.

** Management contract or compensatory arrangement required to be filed as an exhibit pursuant to Item 6 of Form 10-Q.

† In accordance with Rule 406T of Regulation S-T, these interactive data files are deemed "not filed" for purposes of section 18 of the Exchange Act, and otherwise are not subject to liability under that section.

SIGNATURES

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

IDEXX LABORATORIES, INC.

/s/ Merilee Raines

Date: July 23, 2010

Merilee Raines
Corporate Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)

Exhibit Index

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32.2	Certification by Corporate Vice President, Chief Financial Officer and Treasurer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS†	XBRL Instance Document.
101.SCH†	XBRL Taxonomy Extension Schema Document.
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document.

* Confidential treatment requested as to certain portions, which portions have been filed separately with the Securities and Exchange Commission.

** Management contract or compensatory arrangement required to be filed as an exhibit pursuant to Item 6 of Form 10-Q.

† In accordance with Rule 406T of Regulation S-T, these interactive data files are deemed "not filed" for purposes of section 18 of the Exchange Act, and otherwise are not subject to liability under that section.

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. Asterisks denote omissions.

Exhibit 10.1

May 7, 2007

SUPPLY AGREEMENT

Moss, Inc.
P.O. Box 189
Pasadena, MD 21123-0189
("Moss")

IDEXX Operations, Inc.
One IDEXX Drive
Westbrook, ME 04092
("IDEXX")

IDEXX desires to purchase from Moss certain chromogen substrates to be incorporated into various of IDEXX's veterinary diagnostic products. Moss hereby agrees to provide IDEXX with such chromogen substrates described below in such quantities as IDEXX may order from time to time on the following terms and conditions:

PRODUCTS: The chromogen substrates described and in conformity with the specifications on Schedule A (the "Products"). This Agreement and Schedule A may only be amended by the parties' mutual agreement. The parties acknowledge that the terms and conditions of this Agreement and the quantities of the Products purchased by IDEXX hereunder shall be treated as confidential information pursuant to the confidential disclosure agreements previously entered into by the parties on March 1, 2001.

PRICING: As set forth on Schedule B. Prices are fixed through 31 December 2008. Thereafter, Moss shall notify IDEXX in writing at least 120 days before each subsequent calendar year of any changes in the prices of Products; *provided, however*, that in no event shall Moss increase prices in any given calendar year greater than [**]%.

Payment terms shall be net thirty (30) from the date IDEXX receives Moss' invoice.

SHIPPING: Shipping terms are F.O.B. Moss' facility in Hanover, Maryland. Title to and risk of loss for Products shall pass to IDEXX upon delivery to the carrier (specified by IDEXX) at Moss' facility in Hanover, Maryland. Moss shall cooperate with IDEXX in the documentation and proof of loss claims presented by IDEXX to the appropriate carrier and/or insurer.

Moss shall pack and ship Products in the manner described on Schedule A, and otherwise consistent with Moss' usual practices, which shall be at least reasonably satisfactory to ensure that the Products are received by IDEXX undamaged. Costs of packing are included in the Prices set forth on Schedule B.

SPECIFICATIONS AND VALIDATION: As set forth on Schedule A, as may be amended from time to time by the parties' mutual agreement.

Moss shall not change the specifications attached hereto as Schedule A, without Moss providing IDEXX at least 12 months' prior written notice (any such notice, a "Products Change Notice"), unless a shorter time frame can be mutually agreed, in order to permit IDEXX to evaluate such proposals and to verify that regulatory, performance and quality criteria will be satisfied. IDEXX shall have the right to approve or disapprove all proposed changes before the incorporation of such changes into the Products. In the course of IDEXX's evaluation of such change, IDEXX shall promptly notify Moss of any test result that indicates such change will fail to meet any such criteria. Upon written approval by IDEXX of changes in the specifications described in a Products Change Notice, the approved changes shall be deemed to be incorporated in Schedule A.

QUALITY: In order to ensure quality and resolve any issues that may arise with the Products, Moss shall permit IDEXX access to Moss' facilities as described in Schedule C.

ORDERS: IDEXX shall order Products from Moss by written purchase orders ("Orders"), stating the number of Products ordered , one or more scheduled delivery dates (which shall be not less than 30 days after order date), and one or more delivery destinations. Each Order shall be accompanied by the then current version of the agreed specifications. Moss shall accept and fill all Orders for Products placed under this Agreement that specify delivery dates within the Term and that conform to the preceding sentence and acknowledge such acceptance in writing within 5 days after receipt of the Order.

[**].

FORECASTS: IDEXX shall furnish to Moss not less than 30 days before the commencement of each calendar quarter during the term of this Agreement a forecast of the quantity of the Products for which IDEXX expects to submit Orders in such calendar quarter and the three succeeding calendar quarters. Each such forecast after the first shall update and replace prior forecasts as to the calendar quarters covered by such prior forecasts. It is understood that such forecasts are merely estimates and are not to be considered Orders.

LOT ACCEPTANCE:

A. As soon as such is available, Moss shall ship to IDEXX a sample (the "Sample") of each manufacturing lot from which an order of [**] (Part Nos.: 23-08303-00 and 23-01788-00) is to be filled. All quantities represented by the Sample shall be included in any invoice that Moss provides to IDEXX relating to such lot of Products. IDEXX shall use such Sample for the purpose of subjecting it to inspection and performance testing. IDEXX shall have a maximum of [**] business days from receipt of a Sample to complete such testing and notify Moss in writing of acceptance or rejection of the Sample. If IDEXX does not deliver such written notice to Moss within such [**] business day period, Moss shall be authorized to ship the Product in accordance with the Orders. If IDEXX notifies Moss that IDEXX has rejected the Sample, Moss shall, within twenty business days, replace the rejected Product and submit a new Sample to IDEXX for testing.

B. Moss shall perform the in-process Product inspection and testing procedures developed pursuant to Schedule C to this Agreement on the [**] Products (Part Nos.: 02-07209-00, 02-07701-00 and 02-07510-00) ordered by IDEXX. Before shipping any Product, Moss shall supply IDEXX with documentary evidence of such testing and the results thereof in the format agreed upon by the parties pursuant to Schedule C.

TERM: The date of this Agreement through termination by either party by providing written notice of termination not less than 24 months' prior to the effective date of such termination.

ESCROW: Moss hereby agrees to deposit copies of Moss' manufacturing information relating to the Products (as such documentation currently exists) with Iron Mountain Intellectual Property Management, Inc. (the "Escrow Agent") for the Escrow Agent to keep in confidence and to be released to IDEXX solely upon the occurrence of certain triggering events as more particularly described below. Moss further agrees to update its deposit of such information from time to time as required so that the information on deposit with the Escrow Agent is complete, current and accurate. Upon Moss depositing its manufacturing information with the Escrow Agent, or upon Moss' updating of such manufacturing information thereafter, IDEXX's operations manufacturing manager, technical support manager or quality support manager ([**]) shall have the opportunity to review such manufacturing information to verify that such information is in a form that would allow IDEXX to use such information to manufacture the Products upon the occurrence of one of the triggering events discussed below. Prior to its review of any manufacturing information (either upon initial deposit or the updating of such information), IDEXX shall provide Moss with the name of the person who shall conduct such review. Representatives from Moss shall have the right and opportunity to be present for the duration of such review. Following such review, Moss' manufacturing documents shall be immediately placed in the possession of the Escrow Agent and shall not be viewed again by anyone at IDEXX unless and until the occurrence of one of the triggering events listed below.

IDEXX and Moss agree that the Escrow Agent shall be only be permitted to release Moss' manufacturing documents to IDEXX upon the occurrence of one of the following triggering events: (i) Moss or a successor in interest to Moss by merger, by operation of law, assignment, purchase or otherwise, ceases to provide the Products to IDEXX, (ii) Moss has a receiver, administrator or liquidator appointed to the whole or any substantial part of its assets or if an order is made or a resolution passed for the winding up of Moss which is not revoked within thirty (30) days, (iii) Moss fails, for any reason, including on account of an event of force majeure as described below, to deliver on a timely basis all quantities of Products ordered pursuant to one or more valid orders placed in compliance with the terms of this Agreement, which failure continues for a period of [**] days; (iv) Moss fails, for any reason, including an event of force majeure, to deliver Products which conform to the applicable specifications, which failure is not corrected within [**] days after notice thereof; or (v) any other event occurs, including an event of force majeure, which renders Moss incapable of supplying Product to IDEXX pursuant to this Agreement if it reasonably foreseeable that such inability shall continue for [**] days or more. Upon the occurrence of any of the triggering events described above, IDEXX agrees to use Moss' manufacturing information only for its own internal purposes and to utilize strict security measures to keep such information confidential.

In the event that a triggering event occurs and IDEXX commences manufacture of the Products as set forth above, IDEXX shall pay Moss a royalty of [**]% of the price per Product set forth on Schedule B. Further, in the event that a triggering event occurs and IDEXX commences manufacture of the Products as set forth above, Moss shall make its employees available to IDEXX, at IDEXX's expense, to assist IDEXX with its commencement of manufacturing the Product, under the condition that those Moss employees are not involved in manufacturing the Products at Moss's facilities. If and when Moss regains its ability to manufacture IDEXX's requirements of the Products, IDEXX shall cease manufacturing the Products for itself, shall destroy all copies of such manufacturing documents (whether in hard copy or electronic form) and shall return Moss' original manufacturing documents into escrow with the Escrow Agent and provide Moss with written certification that it has done so. In addition, if and when Moss regains its ability to manufacture IDEXX's requirements of the Products, Moss shall purchase from IDEXX, at cost, all of the unused raw materials that IDEXX purchased to manufacture the Products, provided however that Moss shall not be required to purchase any amounts of raw materials in excess of those necessary to create [**] liters of the Product. All unused raw materials that are purchased by Moss from IDEXX must meet Moss's raw materials specifications. If the raw materials to be purchased do not meet Moss's specifications, Moss will not be required to purchase such raw materials.

Upon termination or expiration of this Agreement, the Escrow Agent shall return all of Moss' manufacturing documents to Moss, or at Moss' request, the Escrow Agent shall destroy such information and certify to Moss in writing that it has done so.

WARRANTY: Moss warrants to IDEXX that it shall produce the Products in conformity to the specifications set forth on the attached Schedule A. In the event that any Products delivered to IDEXX do not, conform to such specifications, Moss agrees to replace such Products at no cost to IDEXX.

Throughout the term of this Agreement, Moss shall maintain commercial general liability insurance covering Moss'activities under this Agreement, with a coverage limit of not less than US $[**] million Moss shall provide IDEXX with a certificate evidencing its respective insurance coverages as IDEXX shall request from time to time.

MISCELLANEOUS: This Agreement shall be governed by the laws of the State of (Maryland) and cannot be modified except in writing signed by authorized representatives of both parties.

This Agreement, which includes the confidential disclosure agreements previously signed by the parties on March 1, 2001 (the term of which extends through 2026 and which is unaffected by this Agreement) constitutes the entire agreement between the parties with respect to the subject matter hereof and, other than as set forth herein to the contrary, supersedes all prior agreements and negotiations relating to the subject matter hereof.

Any term or condition set forth in any document provided by either party to the other, included IDEXX's terms and conditions of purchase and Moss' terms and conditions of sale, which is in any way different from, inconsistent with or in addition to the terms and conditions set forth herein will not become a part of this Agreement or be binding on either party.

Each party to this Agreement shall comply with all applicable laws and regulations relating to the Products and their respective performance under this Agreement.

Neither party may assign this Agreement or any of the rights or obligations hereunder, or subcontract performance, without the prior written consent of the other party, except that either party may assign this Agreement to any affiliate, or to any person or entity that acquires all or substantially all of such party's assets or business, provided that any such successor or assignee agrees to perform and assume such party's duties under this Agreement.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration conducted in the state of Maryland and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator (s) may be entered in any court having jurisdiction thereof.

The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operated as a waiver of any right, power or privilege by such party.

Please indicate your acceptance of this Agreement by signing one copy and returning it to the address above:

MOSS, INC.

/s/ Richard L. Guertin

Name:Richard L. Guertin
Title: Chairman and CEO

IDEXX OPERATIONS, INC.

/s/ Jon Ayers

Name:Jon Ayers
Title: Chairman, President and CEO

SCHEDULE A

Products Description and Specifications

General Products Description:

23-08303-00 one part [**] substrate specifically for [**]
23-01788-00 one part [**] substrate specifically for [**]
02-07209-00 [**] one part substrate for use in [**]
02-07701-00 [**] one part substrate for use in [**]
02-07510-00 [**] substrate for alkaline phosphatase

Products Specifications:

See attached.

[**]

A total of eight pages were omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

SCHEDULE B

Price and Packaging

2006 Per-Product Price:

23-08303-00 $[**]/Lt with a minimum order of [**] liters
23-01788-00 $[**]/Lt with a minimum order of [**] liters
02-07209-00 $[**]/[**] ml bottle minimum order of [**] bottles
02-07701-00 $[**]/[**] ml bottle minimum order of [**] bottles
02-07510-00 $[**]/[**] ml fill minimum order of [**] bottles

2007 and 2008 Per-Product Price:

23-08303-00 $[**]/Lt with a minimum order of [**] liters
23-01788-00 $[**]/Lt with a minimum order of [**] liters
02-07209-00 $[**]/[**] ml bottle minimum order of [**] bottles
02-07701-00 $[**]/[**] ml bottle minimum order of [**] bottles
02-07510-00 $[**]/[**] ml fill minimum order of [**] bottles

Packaging:
23-08303-00 sample; [**] Lt cubitainer, minimum [**] liter fill. Bulk; [**] Lt cubitainer
23-01788-00 sample; [**] Lt cubitainer, minimum [**] liter fill. Bulk; [**] Lt cubitainer
02-07209-00 Brown, polyethylene [**] ml bottle, unlabeled
02-07701-00 Brown, polyethylene [**] ml bottle, unlabeled
02-07510-00 Brown, polyethylene [**] ml bottle, unlabeled

SCHEDULE C

Validation, In-process Testing, IDEXX Test and Acceptance and Facility Access

In-process Testing:

IDEXX and Moss have agreed to the Product Control Plan set forth at Schedule D which shall document the in-process control strategy for on-going specification compliance. The Product Control Plan shall be revision controlled. The parties may agree to changes to the Product Control Plan from time to time to ensure quality of Products and conformity with applicable specifications, and otherwise as new monitoring methodologies become available or new standards are generally adopted in the industry. Each revision of the Product Control Plan shall be dated and approved in writing by IDEXX and Moss.

IDEXX Access to Moss Facilities:

In the event that IDEXX experiences recurring, emergent defects or anomalies in the IDEXX products in which the Products are incorporated, the proper investigation of which warrants and necessitates raw material root cause evaluation by IDEXX, Moss shall grant IDEXX access to its US manufacturing facility or facilities that manufacture the Products ("Facilities") for the purpose of auditing Moss' processes and quality to discover any such quality or process issues. Such IDEXX access by Moss shall be subject to the following limitations:

a) The date and time of such access shall be mutually agreed upon with at least 2 weeks prior notice and shall take place within Moss' normal business hours;

b) IDEXX shall present Moss with the name(s) of personnel visiting which shall be limited to 3 or less individuals per visit;

c) IDEXX's access to Moss' Facilities is for the purpose of, and limited to, discussions and consultation regarding any root cause analysis or to expedite any delivery or quality issues, and shall not be for the purpose of in-process inspections by IDEXX; and

d) All personnel visiting shall (i) be bound by the terms of this agreement, (ii) be bound by the confidential disclosure agreements previously executed by IDEXX and Moss, and (iii) comply with MOSS' safety and security policies.

SCHEDULE D

Product Control Plan

See attached.

[**]

A total of three pages were omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

Exhibit 10.2

IDEXX Laboratories, Inc.

DIRECTOR DEFERRED COMPENSATION PLAN

Restated Effective as of May 6, 2009

The Director Deferred Compensation Plan of IDEXX Laboratories, Inc. (the "Plan") was initially established effective July 1, 2003 to provide an additional mechanism for satisfying stock ownership guidelines, as well as to provide a vehicle for non-employee Directors to defer the receipt of taxable income. The Plan is intended to be an "unfunded" plan maintained for the purpose of providing deferred compensation to non-employee members of the Board of Directors for purposes of Title I of the Employee Retirement Income Security Act of 1974. The Plan was amended and restated in its entirety, effective January 1, 2005, primarily for the purpose of complying with the applicable requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code"), and Proposed Regulations §§ 1.409A-1 et seq., and the Company operated the Plan in good faith compliance with Code Section 409A and the restated Plan document since that time. The Plan was also amended and restated in its entirety, effective January 1, 2008, for the purpose of continuing compliance with Section 409A of the Code and Final Regulations §§1.409A-1 et seq. The Plan is now restated in its entirety, effective May 6, 2009, for the purpose of replacing a reference to the 2003 Stock Incentive Plan with the 2009 Stock Incentive Plan, which superseded the 2003 Stock Incentive Plan on May 6, 2009.

ARTICLE I
DEFINITIONS

Unless the context otherwise requires, the following words and phrases as used herein shall have the following meanings:

Section 1.1 "ACCOUNT" means the bookkeeping Account maintained for a Participant to which Deferrals (including all Deferrals denominated as Deferred Stock Units) and Annual Grants, plus any earnings thereon, are credited.

Section 1.2 "ANNUAL RETAINER" means the annual cash retainer paid by the Company to Directors.

Section 1.3 "BENEFICIARY" means the person that the Participant designates to receive any unpaid portion of the Participant's Account balance should the Participant's death occur before the Participant receives the entire Account balance. If the Participant does not designate a beneficiary, his Beneficiary shall be his spouse if he is married at the time of his death, or his estate if he is unmarried at the time of his death.

Section 1.4 "BOARD OF DIRECTORS" means the Board of Directors of IDEXX Laboratories, Inc.

Section 1.5 "CHANGE IN CONTROL" means, solely for purposes of this Plan, the occurrence of one or more of the following events with respect to the Company:

(a) Any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) beneficial ownership, directly or indirectly, of stock of the Company possessing 35% or more of the total voting power of the stock of the Company; or

(b) Individuals constituting a majority of the members of the Company's Board of Directors are replaced during any 12-month period by new directors whose appointment or election is not approved by a majority of the members of the Company's Board of Directors serving immediately before the appointment or election of any such new directors; or

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of determining whether a Change in Control has occurred, the term "person" shall have the meaning given in Section 13 (d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the term "beneficial owner" shall have the meaning given in Rule 13d-3 under the Exchange Act.

Section 1.6 "CODE" means the Internal Revenue Code of 1986, as amended.

Section 1.7 "COMPANY" means IDEXX Laboratories, Inc. and any subsidiary designated as a participating entity by the Plan Administrator.

Section 1.8 "DEFERRALS" means amounts deferred under the Plan pursuant to Article III and allocated to a Participant's Account. No money or other assets will actually be contributed to such Accounts.

Section 1.9 "DEFERRED STOCK UNIT" means a notional interest in one share of IDEXX Stock. Each Deferred Stock Unit shall be equivalent in value to one share of IDEXX Stock and shall be subject to the terms of the 2009 Stock Incentive Plan.

Section 1.10 "DIRECTOR" means a non-employee member of the Board of Directors.

Section 1.11 "DISABLED" means that a Participant: (a) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months.

Section 1.12 "EFFECTIVE DATE" means the effective date of this restated plan document, generally January 1, 2005.

Section 1.13 "IDEXX STOCK" means Common Stock of IDEXX Laboratories, Inc.

Section 1.14 "OTHER COMPENSATION" means cash compensation paid to a Director, other than the Annual Retainer, including (without limitation) meeting fees, and annual fees for committee memberships and committee chairs.

Section 1.15 "PARTICIPANT" means a Director who participates in the Plan.

Section 1.16 "PLAN" means this Director Deferred Compensation Plan, as it may be amended from time to time.

Section 1.17 "PLAN ADMINISTRATOR" means the Vice President - Human Resources of IDEXX Laboratories, Inc. or any person or entity designated by the Vice President - Human Resources.

Section 1.18 "PLAN YEAR" means the 12-month period beginning January 1 and ending December 31.

Section 1.19 "UNFORESEEABLE EMERGENCY" means a severe financial hardship to the Participant, the Participant's spouse or a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

Section 2.1 ELIGIBILITY. Each Director shall be eligible to become a Participant in the Plan immediately upon the commencement of his or her membership on the Board.

Section 2.2 PARTICIPATION. A Director may become a Participant in the Plan by making the applicable election described in Section 3.1 below. A Director's participation will commence with the first quarterly payment of the Annual Retainer paid after the completion of the Participant's deferral election. Each Director shall remain a Participant under the Plan until all amounts credited to the Participant's Account Balance have been distributed to the Participant or the Participant's Beneficiary.

ARTICLE III
DEFERRALS; ANNUAL GRANTS; VESTING

Section 3.1 DEFERRALS

(a) General. A Participant shall make a deferral election by completing and returning to the Plan Administrator (or his or her designee) a written election on the form prescribed by the Plan Administrator. In general, a Participant's election shall be made between December 1 and December 31 of the year immediately preceding the year in which the Annual Retainer and/or Other Compensation (as applicable) will be earned, and shall become irrevocable with respect to a Plan Year as of December 31 of such preceding year. However, a Director who shall first become eligible to participate in the Plan or any similar non-qualified deferred compensation plan of the Company after the time specified for making the deferral election under the Plan for the Plan Year as provided in the preceding sentence may make his or her initial deferral election within 30 days after first becoming eligible, such election to apply only the Annual Retainer and/or Other Compensation (as applicable) to be earned for services provided during the remainder of such Plan Year.

A Participant's deferral election shall remain in effect until the date on which such Participant ceases to be a Director, or until he or she modifies such election on a prospective basis with respect to a subsequent Plan Year (in accordance with the requirements of subsection (a) above and any applicable procedures prescribed by the Plan Administrator. Notwithstanding the foregoing, the deferral election of a Participant who shall receive a distribution from the Plan on account of an Unforeseeable Emergency shall be canceled for the remainder of the Plan Year, as soon as administratively practicable following the approval of such distribution, and may not resume unless and until the Participant shall make a new deferral election for a future Plan Year.

(b) Plan Years Ending On or Before December 31, 2005. For Plan Years ending on or before December 31, 2005, a Participant shall be required to defer 50% of his or her Annual Retainer, which shall be credited to his or her Account in the form of Deferred Stock Units. For such Plan Years, a Participant may elect to defer any or all of the remaining portion of such Annual Retainer and any or all of his or her Other Compensation for a Plan Year.

(c) Plan Years Beginning On or After January 1, 2006. For Plan Years beginning on and after January 1, 2006, a Participant may elect to defer receipt of all, but not less than all, of his or her Annual Retainer payable for any Plan Year, and a Participant shall not be permitted to defer the receipt of any Other Compensation under the Plan.

(d) Plan Years Beginning On and After January 1, 2007. For Plan Years beginning on and after January 1, 2007, a Participant may elect to defer receipt of all or any portion of his or her Annual Retainer and/or Other Compensation payable for any Plan Year, in accordance with subsection (a) of this Section.

Section 3.2 ANNUAL GRANTS. For Plan Years beginning on or after January 1, 2006, the Board may make an annual grant to Directors of a number of Deferred Stock Units having a specified dollar value. The number of Deferred Stock Units granted to a Director shall be determined by dividing the closing price of IDEXX Stock on the grant date by such specified dollar value.

Section 3.3 VESTING.

(a) Deferrals. A Participant's interest in elective Deferrals made under Section 3.1 of the Plan shall be fully vested and nonforfeitable at all times.

(b) Annual Grants. Each Annual Grant of Deferred Stock Units shall vest on the first anniversary of the grant date, if the Participant subject to the grant shall then be a member of the Board of Directors; provided, however, that a Participant's interest in his or her unvested Deferred Stock Units shall vest upon the earliest to occur of a Change in Control, the Participant's death, or the Participant's Disability.

ARTICLE IV
INVESTMENT OF DEFERRALS; DISTRIBUTIONS

Section 4.1 INVESTMENT OF DEFERRALS. All amounts deferred under the Plan shall be credited to the Participant's Account and shall be deemed to be invested in notional shares of IDEXX Stock, denominated as Deferred Stock Units. The number of Deferred Stock Units credited to a Participant's Account with respect to any elective or mandatory deferral shall be determined by dividing the amount of the deferral by the closing price of one share of IDEXX Stock on the conversion date established by the Plan Administrator with respect to any deferral period, which conversion date shall not be later than 30 days after the end of the deferral period.

Section 4.2 DISTRIBUTIONS.

(a) A Participant shall not be permitted to elect the form or timing of the distribution of his or her benefits under the Plan. One year from the date of termination of a Participant's Board membership for any reason or, if earlier, upon the occurrence of a Change in Control of the Company, the Participant will receive shares of IDEXX Stock equal to the number of Deferred Stock Units credited to the Account of the Participant in complete distribution of his or her benefit under the Plan. Notwithstanding the foregoing, a Participant's benefit shall be distributed to his or her personal representative if the Participant should die prior to the expiration of one year following the date of termination of his or her Board membership.

(b) Upon application by the Participant, if the Plan Administrator determines that a Participant has experienced an Unforeseeable Emergency, the Plan Administrator may authorize the distribution of all or a portion of the Participant's benefit under the Plan. The amount distributed with respect to the Unforeseeable Emergency must not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

ARTICLE V
ADMINISTRATIVE PROCEDURES

Section 5.1 GENERAL. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall establish such procedures and rules as he or she, in his or her sole discretion, shall deem appropriate regarding the making of deferral elections and distributions, and all other administrative items for this Plan, in all events consistent with the written terms of the Plan and Section 409A of the Code.

Section 5.2 PLAN INTERPRETATION. The Plan Administrator shall have the authority and responsibility to interpret and construe the Plan and to decide all questions arising thereunder, including without limitation, questions of eligibility for participation, eligibility for deferrals, Account status, and the timing of the distribution thereof, and shall have the authority to deviate from the literal terms of the Plan only to the extent the Plan Administrator shall determine, in his or her sole discretion, to be necessary or appropriate to operate the Plan in compliance with the provisions of applicable law, including, without limitation, Code Section 409A. In no event shall the Plan Administrator use its authority or discretion to accelerate the timing of benefit distributions under the Plan.

Section 5.3 RESPONSIBILITIES AND REPORTS. The Plan Administrator may, pursuant to a written instruction, name other persons to carry out specific responsibilities. The Plan Administrator shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports that are furnished by any accountant, controller, counsel, or other person who is employed or engaged for such purposes.

ARTICLE VI
CLAIMS PROCEDURE

Section 6.1 DENIAL OF CLAIM FOR BENEFITS. Any denial by the Plan Administrator of any claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the Plan Administrator and delivered or mailed to the Participant or Beneficiary. The Plan Administrator shall furnish the claimant with notice of the decision not later than 90 days after receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the final decision. The notice of the Plan Administrator's decision shall be written in a manner calculated to be understood by the claimant and shall include (i) the specific reasons for the denial, including, where appropriate, references to the Plan, (ii) any additional information necessary to perfect the claim with an explanation of why the information is necessary, and (iii) an explanation of the procedure for perfecting the claim.

Section 6.2 APPEAL OF DENIAL. The claimant shall have 60 days after receipt of written notification of denial of his or her claim in which to file a written appeal with the Plan Administrator. As a part of any such appeal, the claimant may submit issues and comments in writing and shall, on request, be afforded an opportunity to review any documents pertinent to the perfection of his or her claim. The Plan Administrator shall render a written decision on the claimant's appeal ordinarily within 60 days of receipt of notice thereof but, in no case, later than 120 days.

ARTICLE VII
FUNDING

Section 7.1 FUNDING. The Company shall not segregate or hold separately from its general assets any amounts credited to Participant Accounts, and shall be under no obligation whatsoever to fund in advance any amounts under the Plan, including Deferrals and earnings thereon.

Section 7.2 INSOLVENCY. In the event that the Company becomes insolvent, all Participants and Beneficiaries shall be treated as general, unsecured creditors of the Company with respect to any amounts credited to Participant Accounts.

ARTICLE VIII
AMENDMENT AND TERMINATION

The Company reserves the right to amend or terminate the Plan at any time by action of the Board or the Compensation Committee thereof; provided, however, that the Vice President - Human Resources may approve amendments to the Plan that are primarily technical or administrative in nature (such as amendments that are necessary to bring the Plan into formal compliance with applicable law and do not materially alter the design or benefit structure of the Plan). Notwithstanding the foregoing, no such amendment or termination shall reduce any Participant's Account Balance as of the date of such amendment or termination, or accelerate the distribution of benefits to any Participant. Any distributions made in connection with the termination of the Plan shall be made: (a) not sooner than the last day of the 12^{th} month after the termination date, (b) not later than the 24^{th} month after the termination date, and (c) in all other ways in accordance with all applicable requirements of Section 409A of the Code.

ARTICLE IX
MISCELLANEOUS

Section 9.1 NO EMPLOYMENT CONTRACT. The establishment or existence of the Plan shall not confer upon any individual the right to be continued as a Director.

Section 9.2 NON-ALIENATION. No amounts payable under the Plan shall be subject in any manner to anticipation, assignment, or voluntary or involuntary alienation.

Section 9.3 GOVERNING LAW. The Plan shall be governed by and construed in accordance with the laws of the State of Maine to the extent not preempted by federal law.

Section 9.4 INCAPACITY. If the Plan Administrator, in his or her sole discretion, deems a Participant or Beneficiary who is eligible to receive any payment hereunder to be incompetent to receive the same by reason of illness or any infirmity or incapacity of any kind, the Plan Administrator may direct the Company to apply such payment directly for the benefit of such person, or to make payment to any person selected by the Plan Administrator to disburse the same for the benefit of the Participant or Beneficiary. Payments made pursuant to this Section shall operate as a discharge, to the extent thereof, of all liabilities of the Company, the Plan Administrator and the Plan to the person for whose benefit the payments are made.

Section 9.5 CONSTRUCTION OF TERMS. For purposes of the Plan, the singular shall include the plural, and vice versa and the masculine shall include the feminine.

Section 9.6 BINDING UPON SUCCESSORS. The liabilities under the Plan shall be binding upon any successor, assign or purchaser of the Company or any purchaser of substantially all of the assets of the Company.

Section 9.7 NO TRUST ARRANGEMENT. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Participants having no greater rights than the Company's other general creditors. Nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan.

Approved May 21, 2003
Restated on February 22, 2006
Restated on January 1, 2008
Restated on May 6, 2009

Exhibit 10.3

IDEXX Laboratories, Inc.

EXECUTIVE DEFERRED COMPENSATION PLAN

Restated Effective as of May 6, 2009

The Executive Deferred Compensation Plan of IDEXX Laboratories, Inc. (the "Plan") was initially established effective September 1, 2003 to provide a vehicle for the deferral of taxable income. The Plan is intended to be an "unfunded" plan maintained for the purpose of providing deferred compensation to a select group of management employees for purposes of Title I of the Employee Retirement Income Security Act of 1974. The Plan was amended and restated in its entirety, effective January 1, 2005, primarily for the purpose of complying with the applicable requirements of Section 409A of the Internal Revenue Code of 1986 (the "Code"), and Proposed Regulations §§1.409A-1 et seq., and the Company operated the Plan in good faith compliance with Code Section 409A and the restated Plan document since that time. The Plan was also amended and restated in its entirety, effective January 1, 2008, for the purpose of continuing compliance with Section 409A of the Code and Final Regulations §§1.409A-1 et seq. The Plan is now restated in its entirety, effective May 6, 2009, for the purpose of replacing a reference to the 2003 Stock Incentive Plan with the 2009 Stock Incentive Plan, which superseded the 2003 Stock Incentive Plan on May 6, 2009.

ARTICLE I
DEFINITIONS

Unless the context otherwise requires, the following words and phrases as used herein shall have the following meanings:

Section 1.1 "ACCOUNT" means the bookkeeping Accounts maintained for a Participant to which Deferrals, and any earnings thereon, are credited.

Section 1.2 "BENEFICIARY" means the person that the Participant designates to receive any unpaid portion of the Participant's Account balance should the Participant's death occur before the Participant receives the entire Account balance. If the Participant does not designate a beneficiary, his Beneficiary shall be his spouse if he is married at the time of his death, or his estate if he is unmarried at the time of his death.

Section 1.3 "CODE" means the Internal Revenue Code of 1986, as amended.

Section 1.4 "COMPANY" means IDEXX Laboratories, Inc. and any subsidiary designated as a participating entity by the Plan Administrator.

Section 1.5 "COMPENSATION" means Salary and Other Compensation paid to or earned by a Participant.

Section 1.6 "CHANGE IN CONTROL" means, solely for purposes of this Plan, the occurrence of one or more of the following events with respect to the Company:

(a) Any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) beneficial ownership, directly or indirectly, of stock of the Company possessing 35% or more of the total voting power of the stock of the Company; or

(b) Individuals constituting a majority of the members of the Company's Board of Directors are replaced during any 12-month period by new directors whose appointment or election is not approved by a majority of the members of the Company's Board of Directors serving immediately before the appointment or election of any such new directors; or

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of determining whether a Change in Control has occurred, the term "person" shall have the meaning given in Section 13 (d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the term "beneficial owner" shall have the meaning given in Rule 13d-3 under the Exchange Act.

Section 1.7 "DEFERRALS" means amounts deferred under the Plan pursuant to Article III and allocated to a Participant's Investment Accounts. No money or other assets will actually be contributed to such Investment Accounts.

Section 1.8 "DEFERRED STOCK UNIT" means a notional interest in one share of IDEXX Stock. Each Deferred Stock Unit shall be equivalent in value to one share of IDEXX Stock and shall be subject to the terms of the 2009 Stock Incentive Plan.

Section 1.9 "DISABLED" means that a Participant: (a) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, or (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.

Section 1.10 "EFFECTIVE DATE" means the effective date of this restated plan document, generally January 1, 2008.

Section 1.11 "EMPLOYEE" means an individual who is employed by the Company.

Section 1.12 "EXECUTIVE" means any Company Employee at the level of Director, Senior Director, Vice President, or Corporate Officer.

Section 1.13 "IDEXX STOCK" means Common Stock of IDEXX Laboratories, Inc.

Section 1.14 "IDEXX STOCK INVESTMENT ACCOUNT" means an Investment Account in which deferred amounts are valued as if they were invested in IDEXX Stock.

Section 1.15 "INVESTMENT ACCOUNT" means a book accounting record, maintained for each Participant, valued in accordance with the performance of the investment choice in which the deferred amounts are notionally invested. No funds are actually contributed to an Investment Account and there are no assets in any Investment Account.

Section 1.16 "OFFICER" means a corporate officer of the Company.

Section 1.17 "OTHER COMPENSATION" means any annual bonus compensation paid to a Participant by the Company. The Plan Administrator shall determine whether a particular form of bonus compensation shall be subject to deferral elections under the Plan.

Section 1.18 "PARTICIPANT" means any Executive participating in the Plan.

Section 1.19 "PLAN" means this Deferred Compensation Plan, as it may be amended from time to time.

Section 1.20 "PLAN ADMINISTRATOR" means the Vice President - Human Resources of IDEXX Laboratories, Inc. or any person serving in a similar capacity or any person or entity designated by such person.

Section 1.21 “PLAN YEAR” means the 12-month period beginning January 1 and ending December 31.

Section 1.22 “SALARY” means the gross regular bi-weekly base wage paid to or earned by a Participant in exchange for services to the Company.

Section 1.23 “SEPARATION FROM SERVICE” means the complete discontinuation of the provision of any significant services by the Executive to the Company in any capacity. For purposes of determining whether a Separation from Service has occurred, the Company shall apply the principles set forth in Treasury Regulations § 1.409A-1(h)(1). Without limiting the foregoing, the Executive will be considered to be providing only insignificant services to the Company (even if he continues to provide some services) if he or she provides no more than 20% of the services he or she provided during his or her period of regular full time employment.

Section 1.24 “SPECIFIED EMPLOYEE” means an Executive who is a “key employee” of the Company, within the meaning of Code Section 409A(a)(2)(B). The Plan Administrator shall identify Specified Employees with respect to each Plan Year in accordance with the procedure described in Treasury Regulations § 1.409A-1(i).

Section 1.25 “UNFORESEEABLE EMERGENCY” means a severe financial hardship to the Participant, the Participant’s spouse or a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

ARTICLE II
ELIGIBILITY AND PARTICIPATION

Section 2.1 ELIGIBILITY. An Executive shall be eligible to become a participant in the Plan as of his or her first day of employment with the Company or, if later, the date on which he or she commences employment in an eligible position. An Executive shall cease to be eligible to defer Compensation under the Plan if he or she shall cease to occupy an eligible position.

Section 2.2 PARTICIPATION. An Executive may become a Participant in the Plan effective as of the first pay period beginning after delivery to the Plan Administrator (or its designee) of a completed deferral election in the form prescribed by the Plan Administrator. Each Executive shall remain a Participant under the Plan until all amounts credited to the Participant's Account have been distributed to the Participant or the Participant's Beneficiary.

ARTICLE III
DEFERRALS; VESTING

Section 3.1 DEFERRAL ELECTIONS

(a) A Participant may elect to defer receipt of Salary and/or Other Compensation, as and to the extent such deferral opportunities are made available under the Plan by the Plan Administrator, for a Plan Year by completing and returning to the Plan Administrator (or his or her designee) a written election on the form prescribed by the Plan Administrator. Except as provided below, a Participant’s election shall be made between December 1 and December 31 of the year immediately preceding the year in which such Salary and/or Other Compensation will be earned, and shall become irrevocable with respect to a Plan Year as of December 31 of such preceding year.

(b) An Executive who shall first become eligible to participate in the Plan or any similar non-qualified deferred compensation plan of the Company after the time specified for making the deferral election under the Plan for the Plan Year as provided in 3.1(a) above, may, within 30 days after his or her initial eligibility date, elect to defer receipt of Salary and/or Other Compensation earned during the remainder of such Plan Year. An Executive’s election under this paragraph shall apply only to Salary and/or Other Compensation earned with respect to services provided after his or her initial eligibility date. An Executive shall not be permitted to make an election under this paragraph if he or she was eligible to participate in the Plan or any similar non-qualified deferred compensation plan of the Company within the 24 month period prior to the beginning of the 30 day election period.

(c) A Participant shall elect the form and timing of his or her benefit distribution at the time at which such Participant makes a deferral election under this Section with respect to any Plan Year.

(d) A Participant's deferral election shall remain in effect until the date on which such Participant ceases to be an Executive or until he or she modifies such election on a prospective basis with respect to a subsequent Plan Year (in accordance with the requirements of subsection (a) above and any applicable procedures prescribed by the Plan Administrator). Notwithstanding the foregoing, the deferral election of a Participant who shall receive a distribution from the Plan on account of an Unforeseeable Emergency shall be canceled for the remainder of the Plan Year, as soon as administratively practicable following the approval of such distribution, and may not resume unless and until the Participant shall make a new deferral election for a future Plan Year.

SECTION 3.2 VESTING. A Participant's interest in the amounts deferred under the Plan, and any notional earnings thereon, shall be fully vested and nonforfeitable at all times.

ARTICLE IV
INVESTMENT ACCOUNTS AND DISTRIBUTIONS

Section 4.1 INVESTMENT ACCOUNTS. The Plan Administrator shall designate the Investment Accounts that will be available to Participants under the Plan from time to time. The Plan Administrator shall also designate how often and what procedures must be followed to reallocate amounts in the Investment Accounts. The Company shall credit a Participant's deferrals to the Investment Accounts selected by the Participant. All amounts credited to the IDEXX Stock Investment Account shall be converted into Deferred Stock Units, each representing a notional interest in one share of IDEXX Stock. The number of Deferred Stock Units credited to a Participant's account with respect to a deferral shall be determined by dividing the amount of the deferral by the closing price of one share of IDEXX Stock on the conversion date established by the Plan Administrator with respect to any deferral period, which conversion date shall not be later than 30 days after the end of the deferral period.

Section 4.2 DISTRIBUTIONS.

(a) In general, distributions of amounts credited to the Participant's Investment Accounts shall be paid in cash. However, Deferred Stock Units held in a Participant's IDEXX Stock Investment Account shall be distributed in the form of shares of IDEXX Stock equal to the number of Deferred Stock Units held in the Participant's Account as of the close of business on the last trading day prior to the event with respect to which the distribution is made.

(b) Benefits under the Plan shall be distributed to a Participant in a single lump sum or pursuant to a fixed schedule of payments at the time(s), or upon the event or events, specified on the Participant's distribution election form on file with the Plan Administrator. For purposes of applying the provisions of this paragraph, if an installment form of distribution shall be made available by the Plan Administrator, such form of distribution shall be treated as an entitlement to receive a single payment, as described in Treasury Regulations § 1.409A-2(b)(2)(iii).

Notwithstanding the foregoing, benefits under the Plan may not be distributed earlier than the first of the following events to occur:

(i) the Participant's Separation from Service;
(ii) the date the Participant becomes Disabled;
(iii) the Participant's date of death;
(iv) the time(s) specified by the Participant in his or her deferral election, subject to such requirements as the Plan Administrator may impose consistent with Code Section 409A;
(v) a Change in Control of the Company; or
(vi) the occurrence of an Unforeseeable Emergency.

If a payment under the Plan is to be made on account of an event specified by the Participant, such payment shall be made within 30 days following the occurrence of such event.

(c) Notwithstanding the foregoing:

(i) all benefits under the Plan shall be distributed to all Participants upon the occurrence of a Change in Control of the Company;

(ii) a distribution payable on account of a Separation from Service to a Participant who is a Specified Employee shall not be made sooner than 6 months after the date of his or her Separation from Service for any reason or, if earlier, his or her death;

(iii) an Officer shall not receive a distribution of shares of IDEXX Stock on account of his or her Separation from Service sooner than 12 months after the date of such Separation from Service or, if earlier, upon his or her death;

(d) A Participant's election as to the distribution of compensation previously deferred may be modified only subject to the following requirements:

(i) no change in a distribution election may take effect until 12 months after the date on which the change in election is made;

(ii) a Participant may not modify an election to receive a fixed schedule of payments within 12 months of the first scheduled payment date, and

(iii) a change in a Participant's distribution election must defer the date of the distribution by at least 5 years from the date the distribution would otherwise have been made.

(e) Upon application by the Participant, if the Plan Administrator determines that a Participant has experienced an Unforeseeable Emergency, the Plan Administrator may authorize the distribution of all or a portion of the Participant's benefit under the Plan. The amount distributed with respect to the Unforeseeable Emergency must not exceed the amounts reasonably necessary to satisfy such emergency, plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

ARTICLE V
ADMINISTRATIVE PROCEDURES

Section 5.1 GENERAL. The Plan shall be administered by the Plan Administrator. The Plan Administrator shall establish such procedures and rules as he or she, in his or her sole discretion, shall deem appropriate regarding the making of deferral and distribution elections, the Investment Accounts for valuing Account Balances, reallocation of Account Balances among Investment Accounts, statements of Account Balances, and other administrative items for this Plan, in all events consistent with the written terms of the Plan and Section 409A of the Code.

Section 5.2 PLAN INTERPRETATION. The Plan Administrator shall have the authority and responsibility to interpret and construe the Plan and to decide all questions arising thereunder, including without limitation, questions of eligibility for participation, eligibility for Deferrals, the amount of Account balances, and the timing of the distribution thereof, and shall have the authority to deviate from the literal terms of the Plan only to the extent the Plan Administrator shall determine, in his or her sole discretion, to be necessary or appropriate to operate the Plan in compliance with the provisions of applicable law, including, without limitation, Code Section 409A. In no event shall the Plan Administrator use its authority or discretion to accelerate the timing of benefit distributions under the Plan.

Section 5.3 RESPONSIBILITIES AND REPORTS. The Plan Administrator may, pursuant to a written instruction, name other persons to carry out specific responsibilities. The Plan Administrator shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports that are furnished by any accountant, controller, counsel, or other person who is employed or engaged for such purposes.

ARTICLE VI
CLAIMS PROCEDURE

Section 6.1 DENIAL OF CLAIM FOR BENEFITS. Any denial by the Plan Administrator of any claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the Plan Administrator and delivered or mailed to the Participant or Beneficiary. The Plan Administrator shall furnish the claimant with notice of the decision not later than 90 days after receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the final decision. The notice of the Plan Administrator's decision shall be written in a manner calculated to be understood by the claimant and shall include (i) the specific reasons for the denial, including, where appropriate, references to the Plan, (ii) any additional information necessary to perfect the claim with an explanation of why the information is necessary, and (iii) an explanation of the procedure for perfecting the claim.

Section 6.2 APPEAL OF DENIAL. The claimant shall have 60 days after receipt of written notification of denial of his or her claim in which to file a written appeal with the Plan Administrator. As a part of any such appeal, the claimant may submit issues and comments in writing and shall, on request, be afforded an opportunity to review any documents pertinent to the perfection of his or her claim. The Plan Administrator shall render a written decision on the claimant's appeal ordinarily within 60 days of receipt of notice thereof but, in no case, later than 120 days.

ARTICLE VII
FUNDING

Section 7.1 FUNDING. The Company shall not be obligated to segregate or hold separately from its general assets any amounts credited to the Investment Accounts for Participants, and shall be under no obligation whatsoever to fund in advance any amounts under the Plan, including Deferrals and earnings thereon. Any assets which the Company segregates, holds separately or funds in advance shall belong to the Company and the Participants shall have no beneficial or ownership interest therein.

Section 7.2 BENEFITS UNSECURED. All Participants and Beneficiaries shall be treated as general, unsecured creditors of the Company with respect to any amounts credited to the Investment Accounts.

ARTICLE VIII
AMENDMENT AND TERMINATION

The Company reserves the right to amend or terminate the Plan at any time by action of the Board or the Compensation Committee thereof; provided, however, that the Vice President - Human Resources may approve amendments to the Plan that are primarily technical or administrative in nature (such as amendments that are necessary to bring the Plan into formal compliance with applicable law and do not materially alter the design or benefit structure of the Plan). Notwithstanding the foregoing, no such amendment or termination shall reduce any Participant's Account Balance as of the date of such amendment or termination, or accelerate the distribution of benefits to any Participant. Any distributions made in connection with the termination of the Plan shall be made: (a) not sooner than the last day of the 12th month after the termination date, (b) not later than the 24th month after the termination date, and (c) in all other ways in accordance with all applicable requirements of Section 409A of the Code.

ARTICLE IX
MISCELLANEOUS

Section 9.1 NO EMPLOYMENT CONTRACT. The establishment or existence of the Plan shall not confer upon any individual the right to continued employment.

Section 9.2 NON-ALIENATION. No amounts payable under the Plan shall be subject in any manner to anticipation, assignment, or voluntary or involuntary alienation.

Section 9.3 GOVERNING LAW. The Plan shall be governed by and construed in accordance with the laws of the State of Maine to the extent not preempted by federal law.

Section 9.4 WITHHOLDING. The Company shall withhold from any benefits payable under the Plan all federal, state and local income taxes or other taxes required to be withheld pursuant to applicable law.

Section 9.5 INCAPACITY. If the Plan Administrator, in his or her sole discretion, deems a Participant or Beneficiary who is eligible to receive any payment hereunder to be incompetent to receive the same by reason of illness or any infirmity or incapacity of any kind, the Plan Administrator may direct the Company to apply such payment directly for the benefit of such person, or to make payment to any person selected by the Plan Administrator to disburse the same for the benefit of the Participant or Beneficiary. Payments made pursuant to this Section shall operate as a discharge, to the extent thereof, of all liabilities of the Company, the Plan Administrator and the Plan to the person for whose benefit the payments are made.

Section 9.6 CONSTRUCTION OF TERMS. For purposes of the Plan, the singular shall include the plural, and vice versa and the masculine shall include the feminine.

Section 9.7 BINDING UPON SUCCESSORS. The liabilities under the Plan shall be binding upon any successor, assign or purchaser of the Company or any purchaser of substantially all of the assets of the Company.

Section 9.8 NO TRUST ARRANGEMENT. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Participants having no greater rights than the Company's other general creditors. Nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan. The assets held in such a trust or beneficial arrangement shall be the property of the Company and the Participants shall have no beneficial or ownership interest therein other than the rights of an unsecured general creditor of the Company.

Approved on July 16, 2003
Restated on February 22, 2006
Restated on January 1, 2008
Restated on May 6, 2009

Exhibit 31.1

CERTIFICATION

I, Jonathan W. Ayers, certify that:

1) I have reviewed this report on Form 10-Q for the quarter ended June 30, 2010 of IDEXX Laboratories, Inc.;

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 23, 2010

/s/ Jonathan W. Ayers
Jonathan W. Ayers, Chairman,
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Merilee Raines, certify that:

1) I have reviewed this report on Form 10-Q for the quarter ended June 30, 2010 of IDEXX Laboratories, Inc.;

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report, based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 23, 2010

/s/ Merilee Raines
Merilee Raines
Corporate Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C.
SECTION 1350
AS ADOPTED BY
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the report on Form 10-Q of IDEXX Laboratories, Inc. (the "Company") for the quarter ended June 30, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certifies, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jonathan W. Ayers

July 23, 2010

Jonathan W. Ayers, Chairman,
President and Chief Executive Officer

A signed original of this written statement required by Section 906, has been provided to IDEXX Laboratories, Inc. and will be retained by IDEXX Laboratories, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C.
SECTION 1350
AS ADOPTED BY
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the report on Form 10-Q of IDEXX Laboratories, Inc. (the "Company") for the quarter ended June 30, 2010 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certifies, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Merilee Raines

July 23, 2010

Merilee Raines
Corporate Vice President and
Chief Financial Officer

A signed original of this written statement required by Section 906, has been provided to IDEXX Laboratories, Inc. and will be retained by IDEXX Laboratories, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.