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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

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

For the quarterly period ended September 30, 2009

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 000-52008

LUNA INNOVATIONS INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	**54-1560050**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

One Riverside Circle, Suite 400
Roanoke, VA 24016
(Address of Principal Executive Offices)

(540) 769-8400
(Registrant's Telephone Number, Including Area Code)

(Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report)

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 by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

☐ Yes ☒ No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: As of October 12, 2009, there were approximately 11,269,000 shares of the registrant's common stock outstanding.

LUNA INNOVATIONS INCORPORATED
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTER ENDED SEPTEMBER 30, 2009

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Luna Innovations Incorporated
Consolidated Balance Sheets

	September 30, 2009 (unaudited)	December 31, 2008
Assets		
Current assets		
Cash and cash equivalents	$ 5,653,856	$ 15,518,960
Accounts receivable, net	7,595,653	7,332,034
Refundable income taxes	98,092	98,092
Inventory	2,844,485	2,828,991
Other current assets	871,410	342,598
Total current assets	17,063,496	26,120,675
Property and equipment, net	4,408,594	5,363,957
Intangible assets, net	155,503	1,813,643
Deferred tax asset	—	600,000
Other assets	790,468	118,292
Total assets	**$ 22,418,061**	**34,016,567**
Liabilities and stockholders' equity		
Liabilities not subject to compromise:		
Current Liabilities not subject to compromise;		
Current portion of long term debt obligation	—	1,428,572
Current portion of capital lease obligation	9,469	17,396
Accounts payable	330,179	2,667,192
Accrued liabilities	2,212,131	5,161,308
Deferred credits	1,751,891	1,854,282
Liabilities not subject to compromise	4,303,670	11,128,750
Liabilities subject to compromise		
Accounts payable	1,904,261	—
Accrued liabilities	3,514,143	—
Notes payable	5,000,000	—
Litigation reserve	36,303,643	—
Liabilities subject to compromise	46,722,047	—
Long-term debt obligation	—	8,571,428
Total liabilities	51,025,717	19,700,178
Stockholders' equity:		
Common stock, par value $0.001, 100,000,000 shares authorized, 11,266,862 and 11,137,882 shares issued and outstanding	11,266	11,138
Additional paid-in capital	40,375,326	37,960,928
Accumulated deficit	(68,994,248)	(23,655,677)
Total stockholders' (deficit)/equity	(28,607,656)	14,316,389
Total liabilities and stockholders' equity	**$ 22,418,061**	**$ 34,016,567**

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

Luna Innovations Incorporated
Consolidated Statements of Operations

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2009	2008	2009	2008
	(unaudited)		(unaudited)	
Revenues:				
Technology development revenues	6,538,041	$ 7,246,674	19,867,384	$20,795,697
Product and license revenues	2,336,884	3,456,872	6,162,875	8,706,075
Total revenues	8,874,925	10,703,546	26,030,259	29,501,772
Cost of revenues:				
Technology development costs	4,179,518	4,983,336	13,348,527	13,558,984
Product and license costs	1,188,706	1,453,467	3,115,556	4,222,699
Total cost of revenues	5,368,224	6,436,803	16,464,083	17,781,683
Gross Profit	3,506,701	4,266,743	9,566,176	11,720,089
Operating expense:				
Selling, general and administrative	3,892,238	4,330,358	13,033,818	13,727,316
Research, development, and engineering	660,836	1,041,172	2,343,176	2,738,983
Litigation reserve	—	—	36,303,643	—
Impairment of intangible assets	—	—	1,310,598	—
Reorganization expense	872,644	—	872,644	—
Total operating expense	5,425,718	5,371,530	53,863,879	16,466,299
Operating loss	(1,919,017)	(1,104,787)	(44,297,703)	(4,746,210)
Other income/(expense)				
Litigation proceeds, net of related expenses	—	666,332	—	666,332
Other income/(expense)	—	793	(18,167)	793
Interest (expense),net	(124,208)	(36,323)	(422,702)	(45,345)
Total other income/(expense)	(124,208)	630,802	(440,869)	621,780
Loss before income taxes	(2,043,225)	(473,985)	(44,738,572)	(4,124,430)
Income tax expense	—	—	600,000	—
Net loss	$ (2,043,225)	$ (473,985)	$(45,338,572)	$ (4,124,430)
Net loss per share:				
Basic and Diluted	$ (0.18)	$ (0.04)	$ (4.05)	$ (0.38)
Weighted average shares:				
Basic and Diluted	11,247,749	11,055,613	11,205,575	10,924,596

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

Luna Innovations Incorporated
Consolidated Statements of Cash Flows

	Nine months ended September 30,	
	2009	2008
	(unaudited)	
Cash flows used in operating activities		
Net loss	$(45,338,572)	$ (4,124,430)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	1,504,211	1,425,857
Impairment of Intangible Assets	1,310,598	—
Share-based compensation	2,378,968	2,163,467
Reversal of deferred tax asset	600,000	—
Reorganization expense in excess of cash payments	88,210	
Reorganization accrual	146,964	
Change in assets and liabilities:		
Accounts receivable	(263,620)	(698,641)
Refundable income taxes	—	5,401
Inventory	(1,181,901)	(1,029,786)
Other assets	(34,581)	(258,906)
Accounts payable and accrued expenses	(102,956)	1,493,982
Litigation reserve	36,303,643	—
Deferred credits	(102,391)	(294,499)
Net cash used in operating activities	(4,691,427)	(1,317,555)
Cash flows used in investing activities		
Acquisition of property and equipment	(49,295)	(318,436)
Intangible property costs	(152,011)	(378,780)
Net cash used in investing activities	(201,306)	(697,216)
Cash flows (used in) from financing activities		
Payments on capital lease obligations	(7,927)	(7,098)
Proceeds from (payment of) debt obligations	(5,000,000)	5,000,000
Proceeds from the exercise of options and warrants	35,556	156,189
Net cash (used in) from financing activities	(4,972,371)	5,149,091
Net change in cash	(9,865,104)	3,134,320
Cash and cash equivalents —beginning of period	15,518,960	12,046,945
Cash and cash equivalents —end of period	$ 5,653,856	$15,181,265
Supplemental disclosure of cash flow information		
Cash paid during the period for:		
Interest	$ 177,973	$ 88,382
Cash received during the period for:		
Income taxes	$ —	$ 5,401
Supplemental schedule of non-cash activities:		
Warrants issued in connection with debt modification	$ —	$ 58,194

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

Luna Innovations Incorporated
Notes to Consolidated Financial Statements

1. Basis of Presentation and Significant Accounting Policies

Nature of Operations

Luna Innovations Incorporated ("Luna Innovations") was incorporated in the Commonwealth of Virginia in 1990 and subsequently reincorporated in the State of Delaware in April 2003. We research, develop and commercialize innovative technologies in two primary areas of focus: instrumentation and test & measurement products and healthcare products. We have a disciplined and integrated business model that is designed to accelerate the process of bringing new and innovative products to market. We identify technologies that can fulfill unmet market needs and then take these technologies from the applied research stage through commercialization.

Unaudited Interim Financial Information

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) and with the instructions to Form 10-Q and Article 10 of Regulation S-X of the Securities Exchange Act of 1934. Accordingly, they do not include all of the information and footnotes required by US GAAP for audited financial statements. The unaudited consolidated financial statements have been prepared in accordance with Accounting Standards Codification (ASC) 852, and on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. And in the opinion of management reflect all adjustments, consisting of only normal recurring accruals, with the exception of the litigation reserve explained below, considered necessary to present fairly our financial position at September 30, 2009 and results of operations and cash flows for the three and nine months ended September 30, 2009 and 2008. The results of operations for the three and nine months ended September 30, 2009 are not necessarily indicative of the results that may be expected for the year ending December 31, 2009.

The consolidated financial statements, including the Company's significant accounting policies, should be read in conjunction with the audited Consolidated Financial Statements and the notes thereto included in the Company's Form 10-K as filed with the Securities and Exchange Commission on March 16, 2009. As used herein, the terms "Luna", "Company", "we", "our" and "us" mean Luna Innovations Incorporated and its consolidated subsidiaries.

Reorganization Expense

Reorganization expense under the bankruptcy filings are expenses that were incurred or realized by the Company as a result of the Chapter 11 reorganization and are presented separately in the Consolidated Statements of Income and Comprehensive Income. These items include professional fees and similar types of expenses incurred directly related to the bankruptcy filings.

Consolidation Policy

Our consolidated financial statements are prepared in accordance with US GAAP and include the accounts of the Company, its wholly owned subsidiaries and other entities in which the Company has a controlling financial interest. We eliminate from our financial results all significant intercompany transactions. We do not have any investments in entities we believe are variable interest entities for which the Company is the primary beneficiary.

Debtor in Possession

On July 17, 2009, we filed a voluntary petition for relief in order to reorganize under Chapter 11 of the United States bankruptcy Code (the "Bankruptcy Code"), including a proposed plan of reorganization, under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Virginia (the "Bankruptcy Court") (altogether, the "Reorganization").

The Company, effective July 17, 2009 is operating as a "debtor in possession" under the jurisdiction of the Bankruptcy Court and in accordance with applicable provisions of the orders of the Bankruptcy Court.

Since July 17, 2009, the Bankruptcy Court has granted various motions intended to allow the Company to continue to operate its business in the ordinary course, and covering, among other things, employee obligations, critical service providers, tax matters, insurance matters, contractor obligations, and cash management.

Hansen Litigation

On June 22, 2007, Hansen Medical Inc., or Hansen, a company for which we had conducted certain research and performed certain services, filed a complaint against us in the Superior Court of the State of California, County of Santa Clara. On March 18, 2008, the complaint was amended and alleged misappropriation of trade secrets, aiding and abetting breach of fiduciary duty, unfair competition, breach of contract, conversion, intentional interference with contract, breach of implied covenant of good faith and fair dealing, declaratory judgment, and fraud. In addition to money damages in an unspecified amount, Hansen sought, among other things, equitable relief, including an injunction against our using the allegedly misappropriated Hansen trade secrets in connection with our work with Intuitive Surgical, Inc., or otherwise. We answered the complaint and vigorously defended ourselves in this matter. Hansen's claim of conversion was subsequently dismissed. We also filed a counterclaim against Hansen and an amended counterclaim on March 18, 2008 asserting claims for declaratory judgment, misappropriation of trade secrets, breach of contract, unfair competition under the California Business and Professional Code, breach of implied covenant of good faith and fair dealing and unjust enrichment. However, we subsequently withdrew all of our counterclaims prior to the matter proceeding to trial on the merits in March 2009.

Prior to and during the course of the trial, Hansen's claims for conversion, unfair competition, aiding and abetting breach of fiduciary duty and intentional interference with contract were all dismissed. Hansen's remaining claims for misappropriation of trade secrets, breach of contract, breach of implied covenant of good faith and fair dealing and fraud were submitted to a jury following a trial on the merits that concluded in April 2009. On April 21, 2009, a jury found in favor of Hansen on its breach of contract, breach of the covenant of good faith and fair dealing and misappropriation of trade secrets claims, and it awarded a verdict for $36.3 million against us. The jury did not find in favor of Hansen on its fraud claims against us, but it did find that our misappropriation was willful or malicious. The verdict and recovery of damages is subject to customary post-trial motions and potential appeals. In the post-trial motions we have asked the court to set aside the verdict in various respects, including through a reduction in the amount, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages and to obtain certain equitable relief. These additional amounts, which have not been accrued in our financial statements as of September 30, 2009, could be significant, even in relation to the damages awarded by the jury verdict.

As a part of the Reorganization, we have asked the Bankruptcy Court to estimate the final value of Hansen's claim against the Company in an amount not to exceed more than approximately $1.3 million. Hansen has opposed such motion and has filed a request for relief from stay such that the trial court in California can hear post-trial motions and issue a judgment in the case. The entry of judgment by the California trial court could have a significant impact on our plan of reorganization and the duration of time we are operating under Chapter 11.

While we cannot currently determine the ultimate liability pursuant to this verdict, we recorded a contingent liability of $36.3 million in estimation of the potential loss related to this litigation during the three months ended March 31, 2009 as set forth in the jury verdict. If we are unable to reduce the verdict, through estimation, by the bankruptcy court or otherwise, prior to the rendering of a final judgment by the court or to reach a reasonable settlement with Hansen, and depending on any equitable relief granted, we would be liable to pay substantial damages in excess of our liquid assets, and we could lose the ability to freely use or license others to use certain intellectual property. Any or all of the foregoing would materially harm our business, fundamentally change our business, and could result in our being required to take actions to discontinue operations or liquidate part or all of our operations.

Classification of Liabilities Not Subject to Compromise

Liabilities not subject to compromise include all liabilities incurred after the Petition Date.

All liabilities incurred prior to the Petition Date are considered liabilities subject to compromise. These amounts represent the Company's estimates of known or potential pre-petition date claims that are likely to be resolved in connection with the bankruptcy filings. Such claims remain subject to future adjustments. Adjustments may result from negotiations, actions of the Bankruptcy Court, rejection of executory contracts and unexpired leases, the determination as to the value of any collateral securing claims, proofs of claim, or other events. There can be no assurance that the liabilities of the Company will not be found to exceed the fair value of their assets. This could result in claims being paid at less than 100% of their face value and the equity of the Company's stockholders being diluted or eliminated entirely.

Going Concern

As noted above, on July 17, 2009, we filed a voluntary petition for relief in order to reorganize under the Bankruptcy Code and since that date have been operating as a "debtor in possession."

We have prepared the accompanying consolidated financial statements have been prepared assuming that we will continue as a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. We have a history of net losses from 2005 through the nine months ended September 30, 2009, attributable to our operations and other charges.

The loss contingency that we recorded in connection with a jury verdict rendered against us in the aforementioned litigation with Hansen has had a significant negative effect on our business. As further described above, Hansen previously filed a lawsuit against us and, on April 21, 2009, a jury awarded Hansen damages totaling approximately $36.3 million, an amount in excess of our current assets. The court has not yet entered a final judgment with respect to the jury's findings. In the post-trial motions, we have asked the court to set aside the verdict in various respects, including through a reduction in the amount, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages up to approximately $26 million in the aggregate and to obtain certain equitable relief. Moreover, we currently expect that an appeal of any judgment awarding an unreduced amount is likely if the automatic stay from bankruptcy is lifted and an alternative arrangement is not reached. Accordingly, we expect to continue to incur significant expenditures in future periods related to this matter, and the ultimate outcome of this litigation may have a significant impact on our ability to continue to operate our business in the manner that we have historically.

In addition, as a result of the estimated loss contingency recognized during the three months ended March 31, 2009 in connection with our litigation with Hansen, we were not in compliance with certain of the financial covenants associated with our term loan and revolving line of credit with Silicon Valley Bank (see Note 2). Silicon Valley Bank granted us forbearance from declaration of default through July 17, 2009 and withdrew our ability to obtain any new funding under the existing line of credit. On July 15, 2009, we repaid the outstanding balance of the term loan and terminated the credit facility.

On July 17, 2009 we received a delisting notification from NASDAQ as a result of our filing for reorganization under Chapter 11. On July 30, 2009, we received an additional notice of deficiency from NASDAQ indicating that we no longer complied with the independent director requirement as set forth in Rule 5605. We have filed an appeal of delisting, and our appeal was heard before NASDAQ on August 27, 2009. We received notice on September 8, 2009, that the NASDAQ Listing Qualifications Hearings Panel (the "Panel") determined to transfer the Company's shares of common stock from the NASDAQ Global Market to the NASDAQ Capital Market and continue listing of its shares. The Company's continued listing on the NASDAQ Capital Market is conditioned on (i) the filing of its Form 10-Q for the quarter ended June 30, 2009, on or before September 9, 2009, (ii) the provision to the Panel of monthly updates and prompt notice of any events that would affect its ability to obtain compliance with the NASDAQ Capital Market's applicable listing standards, and (iii) the Company's emergence from reorganization under Chapter 11 of the U.S. Bankruptcy Code on or before December 31, 2009, and successful application for initial listing to the NASDAQ Capital Market.

In addition, we are not presently in compliance with the initial listing requirements and standards of the NASDAQ Capital Market set forth in Rule 5505, including the following requirements: (1) minimum bid price of $4 per share; (2) stockholder's equity of at least $5 million; and (3) a market value of publicly held shares of at least $15 million. There can be no assurances that we will have completed the Reorganization and complied with such listing requirements on or before December 31, 2009 or that such compliance date can be extended. In the event that our common stock is not eligible for quotation on another market or exchange, trading of our common stock could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it may be difficult for us to raise additional capital if we are not listed on a major exchange.

Finally, in the second half of 2008, the increased turmoil in the U.S. and global capital markets and a global slowdown of economic growth created a substantially more difficult business environment. Our ability to access the capital markets is expected to be extremely limited. These conditions have not improved through November 2009, and we experienced continued negative cash flow from operations in the nine months ended September 30, 2009. The deteriorating economic and market conditions are not likely to improve significantly during 2009 and may continue past 2009 and could get worse.

As a result of the effects of our Reorganization filing, our litigation with Hansen, the resulting impact on our debt facility with Silicon Valley Bank and the potential delisting of our common stock from the NASDAQ Capital Market, as well as the general economic conditions, we may be unable to continue to operate as a going concern. Our ability to continue as a going concern is dependent on many events outside of our direct control, including, among other things, the confirmation of our reorganization plan, the successful resolution of our litigation with Hansen and our continued ability to obtain funding for working capital to operate our business. Our recent operating losses and negative cash flows, negative working capital, stockholders' deficit and the uncertainty of our ability to successfully resolve our litigation with Hansen, among other factors, raise substantial doubt as to our ability to continue as a going concern. The accompanying consolidated financial statements do not include any further adjustments that might result from the ultimate and final outcome of these uncertainties.

Use of Estimates

The preparation of our consolidated financial statements in accordance with US GAAP requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in our consolidated financial statements and accompanying notes. Although these estimates and assumptions are based on our knowledge of current events and actions we may undertake in the future, actual results may differ from such estimates and assumptions

Net Loss Per Share

We compute net loss per share in accordance with ASC 260. Basic per share data is computed by dividing loss available to common shareholders by the weighted average number of shares outstanding during the period. Diluted per share data is computed by dividing loss available to common shareholders by the weighted average shares outstanding during the period increased to include, if dilutive, the number of additional common share equivalents that would have been outstanding if potential common shares had been issued using the treasury stock method. Diluted per share data would also include the potential common share equivalents relating to convertible securities by application of the "if-converted method."

The effect of 4,761,098 and 5,176,979 common stock equivalents at September 30, 2009 and 2008, respectively, are ignored, as they are antidilutive to earnings per share. In addition, the conversion of $5.0 million in convertible promissory notes would have been antidilutive for such period

Share Based Compensation

We have a stock-based compensation plan, which is described further in Note 9 to the Financial Statements in our Form 10-K as filed with the Securities and Exchange Commission on March 16, 2009. We apply ASC 718 in determining the compensation expense recognized under our stock-based compensation plan. Compensation expense is computed using the Black-Scholes option pricing model. We amortize share-based compensation for such awards on a straight-line basis over the related service period of the awards taking into account the effects of the employees' expected exercise and post-vesting employment termination behavior. We account for equity instruments issued to non-employees in accordance with the provisions of ASC 718 and ASC 505.

The fair value of each option granted is estimated as of the grant date using the Black-Scholes option pricing model with the following assumptions:

	Nine Months Ended September 30, 2009	Nine Months Ended September 30, 2008
Risk-free interest rate	2.91 to 3.38%	3.8 – 4.0%
Expected life of option (years)	7.5	7.5
Expected stock price volatility	83.00 to 113.59%	63%
Expected dividend yield	—	—

The risk-free interest rate is based on US Treasury interest rates, the terms of which are consistent with the expected life of the stock options. Expected volatility for the nine months ended September 30, 2008, is based upon the average volatility of comparable public companies due to the lack of historical market price data for our stock on such date. Expected volatility for the nine months ended September 30, 2009 is based upon the actual volatility of Luna common stock. The expected life and estimated post employment termination behavior is based upon historical experience of homogeneous groups within our company

A summary of the status of our 2003 Stock Plan and 2006 Equity Incentive Plan is presented below for the periods indicated:

	Options Outstanding				Options Exercisable		
	Number of Shares	Price per Share Range	Weighted Average	Aggregate Intrinsic Value	Number of Shares	Weighted Average	Aggregate Intrinsic Value (1)
Balance, December 31, 2008	4,800,446	$0.35 - $8.20	$ 2.53	$2,853,667	2,967,610	$ 1.28	$2,665,403
Granted	257,000	$ 1.70	$ 1.70				
Exercised	(30,554)	$ 0.35	$ 0.35				
Canceled	(240,704)	$0.35 - $6.55	$ 2.10				
Balance, March 31, 2009	4,786,188	$0.35 - $8.20	$ 2.53	$1,149,760	3,015,116	$ 1.40	$1,120,766
Granted	423,950	$0.82 - $1.73	$ 0.83				
Exercised	(27,939)	$ 0.35	$ 0.35				
Canceled	(323,060)	$0.35 -$ 6.74	$ 1.60				
Balance, June 30, 2009	4,859,139	$0.35 - $8.20	$ 2.45	$ 200,709	2,900,220	$ 1.46	$ 200,537
Granted	124,000	$0.61 - $0.65	$ 0.63				
Exercised	(39,252)	$ 0.35	$ 0.35				
Canceled	(218,270)	$0.35 - $6.00	$ 1.26				
Balance, September 30, 2009	4,725,617	$0.35 - $8.20	$ 2.47(1)	$3,487,260	2,768,576	$ 1.58	$2,632,922

(1) The intrinsic value of an option represents the amount by which the market value of the stock exceeds the exercise price of the option of in-the-money options only. The aggregate intrinsic value is based on the price of $2.15, which was the closing price of the Company's Common Stock on the NASDAQ Capital Market on September 30, 2009.

At September 30, 2009, our 4.7 million outstanding stock options had a weighted average remaining contractual term of 7.1 years, and of these 2.8 million are exercisable and have a weighted average remaining contractual term of 6.0 years. The aggregate intrinsic value of grants exercised during the three months ending September 30, 2009 and 2008 was approximately $2,500 and $0.5 million, respectively. The total aggregate intrinsic value represents the total amount by which the fair market value of stock exceeded the exercise price for options exercised.

For the three months ended September 30, 2009 and 2008, we recognized $799,462 and $740,565 in share-based payment expense and for the nine months ended September 30, 2009 and 2008, we recognized $2.4 million and $2.2 million in share-based payment expense. We expect to recognize approximately $4.7 million over the remaining requisite service period of approximately five years for options outstanding as of September 30, 2009.

Income Taxes

Our effective quarterly tax rate is estimated based upon the effective tax to be applicable to the full fiscal year. A deferred tax asset of $600,000 was recorded as of December 31, 2008, based upon management's assessment at that time that the benefit was more likely than not, to be realized in future periods. During 2009 the Company recorded a full valuation allowance against the deferred tax asset due to management's current assessment that the asset is no longer more likely than not to be realized.

Impairment of Goodwill and Other Intangible Assets

As a result of the expense recognized with the Hansen litigation and in accordance with ASC 350 and ASC 360 the Company assessed the continued value of its goodwill and other intangible assets. Our analysis of future expected net cash flows, both on a discounted and on an undiscounted basis, indicated that these assets were impaired as of March 31, 2009 and, accordingly, during the first quarter of 2009 we recorded an asset impairment charge of $1.3 million.

Inventory

Inventory consists of finished goods and parts valued at the lower of cost (determined on the first-in, first-out basis) or market. We provide reserves for estimated obsolescence or unmarketable inventory equal to the difference between the cost of the inventory and the estimated market value based upon assumptions about future demand and market conditions. Inventory reserves at September 30, 2009 and December 31, 2008 were $45,797 and $43,000, respectively.

Subordinated Notes, Warrants, Amortization of Debt Discount, and Fair Value Determination

In May 2008, we amended the terms of our notes with principal amounts totaling $5.0 million with Carilion Clinic to extend their due date to December 31, 2012 and to subordinate them to our new credit facility with Silicon Valley Bank. We issued warrants to purchase 10,000 shares of Luna Common Stock at a price of $7.98 per share in connection with the amended terms. We valued the warrants using the Black-Scholes option pricing model, and we are amortizing the cost over the life of these warrants, which expire on December 31, 2017.

Long term debt obligations at December 31, 2008, and Liabilities subject to compromise at September 30, 2009, include $5.0 million payable to Carilion. Our filing for Reorganization on July 17, 2009 constituted an event of default under Section 4(b) of the Carilion notes. Pursuant to Section 5 of these notes, all of the Company's obligations due under the notes may be immediately and without notice due and payable without presentment, demand protest or any other notice of any kind. Carilion may also require the Company to pay interest on the unpaid principal balance of the notes at a rate per annum equal to the rate that would otherwise be applicable pursuant to the notes plus five percent (5%).

Recent Accounting Pronouncements

With the exception of those discussed below, there have been no recent accounting pronouncements or changes in accounting pronouncements during the three months ended September 30, 2009, as compared to the recent accounting pronouncements described in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, that are of significance, or potential significance to the Company.

Adopted Accounting Pronouncements

Effective July 1, 2009, the Company adopted The "FASB Accounting Standards Codification" and the Hierarchy of Generally Accepted Accounting Principles (ASC 105). This standard establishes only two levels of U.S. generally accepted accounting principles ("GAAP"), authoritative and nonauthoritative. The FASB Accounting Standards Codification (the "Codification") became the source of authoritative, nongovernmental GAAP, except for rules and interpretive releases of the SEC, which are sources of authoritative GAAP for SEC registrants. All other non-grandfathered, non-SEC accounting literature not included in the Codification became nonauthoritative. The Company began using the new guidelines and numbering system prescribed by the Codification when referring to GAAP in the third quarter of fiscal 2009. As the Codification was not intended to change or alter existing GAAP, it did not have any impact on the Company's consolidated financial statements.

Effective April 1, 2009, the Company adopted three accounting standard updates which were intended to provide additional application guidance and enhanced disclosures regarding fair value measurements and impairments of securities. They also provide additional guidelines for estimating fair value in accordance with fair value accounting. The first update, as codified in ASC 820-10-65, provides additional guidelines for estimating fair value in accordance with fair value accounting. The second accounting update, as codified in ASC 320-10-65, changes accounting requirements for other-than-temporary-impairment (OTTI) for debt securities by replacing the current requirement that a holder have the positive intent and ability to hold an impaired security to recovery in order to conclude an impairment was temporary with a requirement that an entity conclude it does not intend to sell an impaired security and it will not be required to sell the security before the recovery of its amortized cost basis. The third accounting update, as codified in ASC 825-10-65, increases the frequency of fair value disclosures. These updates were effective for fiscal years and interim periods ended after June 15, 2009. The adoption of these accounting updates did not have any impact on the Company's consolidated financial statements.

As of June 30, 2009, we adopted SFAS No. 165, "Subsequent Events as codified in ASC 855-10. The update modifies the names of the two types of subsequent events either as recognized subsequent events (previously referred to in practice as Type I subsequent events) or non-recognized subsequent events (previously referred to in practice as Type II subsequent events). In addition, the standard modifies the definition of subsequent events to refer to events or transactions that occur after the balance sheet date, but before the financial statements are issued (for public entities) or available to be issued (for nonpublic entities). It also requires the disclosure of the date through which subsequent events have been evaluated. The update did not result in significant changes in the practice of subsequent event disclosures, and therefore the adoption did not have any impact on the Company's consolidated financial statements. We performed our assessment of subsequent events through November 9, 2009 and all material events or transactions since September 30, 2009 have been integrated into our disclosures in the accompanying consolidated financial statements.

Effective January 1, 2009, the Company adopted an accounting standard update regarding the determination of the useful life of intangible assets. As codified in ASC 350-30-35, this update amends the factors considered in developing renewal or extension assumptions used to determine the useful life of a recognized intangible asset under intangibles accounting. It also requires a consistent approach between the useful life of a recognized intangible asset under prior business combination accounting and the period of expected cash flows used to measure the fair value of an asset under the new business combinations accounting (as currently codified under ASC 850). The update also requires enhanced disclosures when an intangible asset's expected future cash flows are affected by an entity's intent and/or ability to renew or extend the arrangement. The adoption did not have any impact on the Company's consolidated financial statements.

In February 2008, the FASB issued an accounting standard update that delayed the effective date of fair value measurements accounting for all non-financial assets and non-financial liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), until the beginning of the first quarter of fiscal 2009. These include goodwill and other non-amortizable intangible assets. The Company adopted this accounting standard update effective January 1, 2009. The adoption of this update to non-financial assets and liabilities, as codified in ASC 820-10, did not have any impact on the Company's consolidated financial statements.

The FASB issued a new accounting standard update regarding business combinations. As codified under ASC 805, this update requires an entity to recognize the assets acquired, liabilities assumed, contractual contingencies, and contingent consideration at their fair value on the acquisition date. It further requires that acquisition-related costs be recognized separately from the acquisition and expensed as incurred; that restructuring costs generally be expensed in periods subsequent to the acquisition date; and that changes in accounting for deferred tax asset valuation allowances and acquired income tax uncertainties after the measurement period be recognized as a component of provision for taxes. In addition, acquired in-process research and development is capitalized as an intangible asset and amortized over its estimated useful life. This accounting standard will be applicable should the Company have an acquisition in the future.

New Accounting Pronouncements

In September 2009, the FASB issued Update No. 2009-13, "Multiple-Deliverable Revenue Arrangements—a consensus of the FASB Emerging Issues Task Force" (ASU 2009-13). It updates the existing multiple-element revenue arrangements guidance currently included under ASC 605-25, which originated primarily from the guidance in EITF Issue No. 00-21, "Revenue Arrangements with Multiple Deliverables" (EITF 00-21). The revised guidance primarily provides two significant changes: 1) eliminates the need for objective and reliable evidence of the fair value for the undelivered element in order for a delivered item to be treated as a separate unit of accounting, and 2) eliminates the residual method to allocate the arrangement consideration. In addition, the guidance also expands the disclosure requirements for revenue recognition. ASU 2009-13 will be effective for the first annual reporting period beginning on or after June 15, 2010, with early adoption permitted provided that the revised guidance is retroactively applied to the beginning of the year of adoption. The Company is currently assessing the future impact of this new accounting update to its consolidated financial statements.

In August 2009, the FASB issued Update No. 2009-05, "Fair Value Measurements and Disclosures (Topic 820) – Measuring Liabilities at Fair Value" (ASU 2009-05). ASU 2009-05 amends ASC 820, Fair Value Measurements and Disclosures, of the FASB Accounting Standards Codification (the Codification) to provide further guidance on how to measure the fair value of a liability, an area where practitioners have been seeking further guidance. It primarily does three things: 1) sets forth the types of valuation techniques to be used to value a liability when a quoted price in an active market for the identical liability is not available, 2) clarifies that when estimating the fair value of a liability, a reporting entity is not required to include a separate input or adjustment to other inputs relating to the existence of a restriction that prevents the transfer of the liability and 3) clarifies that both a quoted price in an active market for the identical liability at the measurement date and the quoted price for the identical liability when traded as an asset in an active market when no adjustments to the quoted price of the asset are required are Level 1 fair value measurements. This standard is effective beginning fourth quarter of 2009 for the Company. The adoption of this standard update is not expected to impact the Company's consolidated financial statements.

2. Line of Credit & Debt Facility

On May 21, 2008, we entered into a $10 million maximum debt facility with Silicon Valley Bank. Included in this facility was a four year term debt of $5 million and a revolving line of credit facility available for the remaining unused balance. At June 30, 2009, there was an outstanding balance of approximately $4.3 million under the term loan, and no outstanding balance under the revolving facility. As part of the facility, Silicon Valley Bank issued a $479,667 letter of credit on our behalf to the Industrial Development Authority of Montgomery County, Virginia, as required under an office lease. Our revolving debt facility and term loan provided that if an event of default, as such term was defined in the Loan and Security Agreement, occurred, the obligations would bear interest at a rate that was five percentage points per annum above the applicable rate following such event. Events of default included, but were not limited to, such events as a material adverse change (as defined in the Loan and Security Agreement), insolvency, missed payments, judgments against us in excess of $250,000, breach of covenants, and other events specified in the Loan and Security Agreement. As a result of the estimated litigation reserve liability recognized during the three months ended March 31, 2009 and recorded based on the jury verdict awarded against us in connection with our litigation with Hansen Medical, Inc., we were not in compliance with certain of the financial covenants associated with the term loan and the revolving line of credit. Accordingly, Silicon Valley Bank could have declared the balance of those debt facilities immediately due and payable. Furthermore, this non-compliance could have resulted in an interest rate increase under our debt facility in an amount equal to the aforementioned default rate of an additional five percentage points. In June 2009, Silicon Valley Bank agreed to forebear the declaration of a default through July 17, 2009. On July 15, 2009, we repaid the outstanding balance of the term loan and terminated the credit facility.

3. Stockholders' Equity

For the nine months ended September 30, 2009, our stockholders' equity changed as follows:

	Common Stock		Additional Paid-in Capital
	Shares	$	$
Balances, December 31, 2008	11,137,882	$ 11,138	$ 37,960,928
Exercise of stock options	30,554	30	10,781
Share-based compensation	12,761	13	789,511
Balances, March 31, 2009	**11,181,197**	**11,181**	**38,761,220**
Exercise of stock options	27,939	27	9,855
Share-based compensation	700	1	779,518
Balances, June 30, 2009	**11,209,836**	**11,209**	**39,550,593**
Exercise of stock options	36,252	36	12,791
Share-based compensation	20,774	21	811,942
Balances, September 30, 2009	**11,266,862**	**$ 11,266**	**$ 40,375,326**

4. Operating Segments

Our operations are divided into two operating segments—Technology Development and Product and Licensing.

The Technology Development segment provides applied research to customers in our areas of focus. Our engineers and scientists collaborate with our network of government, academic and industry experts to identify technologies and ideas with promising market potential. We then compete to win fee-for-service contracts from government agencies and industrial customers who seek innovative solutions to practical problems that require new technology. The Technology Development segment derives its revenue primarily from these services.

The Product and Licensing segment develops and sells products or licenses technologies based on commercially viable concepts developed, in whole or in part, by the Technology Development segment. The Product and Licensing segment derives its revenue from product sales, product development fees and technology licenses.

The Chief Executive Officer and his direct reports collectively represent our chief operating decision makers, and they evaluate segment performance based primarily on revenue and operating income or loss. The accounting policies of our segments are the same as those described in the summary of significant accounting policies. See Note 1 to our Financial Statements, "Organization and Summary of Significant Accounting Policies," presented in Form 10-K as filed with the Securities and Exchange Commission on March 16, 2009.

The table below presents revenues and operating loss for reportable segments:

	Three Months Ended September 30,		Six Months Ended September 30,	
	2009	2008	2009	2008
Technology Development Revenue	$ 6,538,041	$ 7,246,674	$ 19,867,384	$20,795,697
Product and License Revenue	2,336,884	3,456,872	6,162,875	8,706,075
Total Revenue	$ 8,874,925	$10,703,546	$ 26,030,259	$29,501,772
Technology Development Operating Loss	$(1,037,365)	(211,379)	$ (2,994,493)	$ (802,505)
Product and License Operating Loss	(881,652)	(893,408)	(41,303,210)	(3,943,705)
Total Operating Loss	$(1,919,017)	(1,104,787)	$(44,297,703)	$ (4,746,210)

Additional segment information is as follows:

	September 30, 2009	December 31, 2008
Total segment assets:		
Technology Development	$16,320,631	$28,780,494
Product and License	6,097,430	5,236,073
Total	$22,418,061	$34,016,567

There are no material inter-segment revenues for any period presented.

The United States Government accounted for approximately 76% and 70% of total consolidated revenues for the three months ended September 30, 2009 and 2008, and 79% and 70% of revenues for the nine months ending September 30, 2009 and September 30, 2008, respectively.

International revenues (customers outside of the United States) accounted for 6.7% and 7.0% of total revenues for the three months ended September 30, 2009 and 2008, and 6.9% and 6.0% of total revenues for the nine months ended September 30, 2009 and 2008.

5. Contingencies and Guarantees

We are from time to time involved in certain legal proceedings in the ordinary course of conducting our business. While the ultimate liability pursuant to these actions cannot currently be determined, we believe these legal proceedings, other than the potential award to Hansen described in Note 1, will not have a material adverse effect on our financial position or results of operations. For discussion of our litigation with Hansen, see Note 1 at the subheading “Hansen Litigation” included in the notes to these unaudited consolidated financial statements as well as elsewhere in this Quarterly Report on Form 10-Q.

At June 30, 2009, we had an outstanding letter of credit in the amount of $479,667 to the Industrial Development Authority of Montgomery County, Virginia, to support a lease of office space. In connection with the termination of our debt facility with Silicon Valley Bank, we retired the letter of credit and on July 16, 2009 provided a refundable cash deposit in the amount of $359,750 to the Industrial Development Authority.

In September 2008, our Luna Technologies Division executed a $2.0 million purchase order for multiple shipments of tunable lasers to be delivered over an 18-month period beginning in September 2008. As of September 30, 2009, approximately $1.3 million of the $2.0 million commitment remained.

We have entered into indemnification agreements with our officers and directors, to the extent permitted by law, pursuant to which we have agreed to reimburse the officers and directors for legal expenses in the event of litigation and regulatory matters. The terms of these indemnification agreements provide for no limitation to the maximum potential future payments. We have a directors and officers insurance policy that may, in certain instances, mitigate the potential liability and payments.

In March 2004, we received a grant of $0.9 million from the City of Danville, Virginia under a Grant Agreement to support the expansion of economic and commercial growth within the City. Under the Grant Agreement, we agreed to locate a nanomaterials manufacturing and research facility and maintain its operations in Danville until March 25, 2009. In December 2008 we received a determination letter from the City of Danville that we had met 100% of the grant relating to job creation and 29% relating to capital expenditures. As a result, we recognized in 2008 approximately $668,000 of the grant as other income. As of June 30, 2009, we had not fully met the capital expenditure milestone, and on July 14, 2009, we were asked to refund approximately $107,965 of the original grant. We have recorded this potential liability within deferred liabilities in the accompanying balance sheet as of September 30, 2009.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes to those statements included elsewhere in this report. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results and timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of many factors, including those discussed under "Risk factors" and elsewhere in this report.

Overview

We research, develop and commercialize innovative technologies in two primary areas of focus: instrumentation and test & measurement, sensing, and instrumentation products and healthcare products. We have a disciplined and integrated business model that is designed to accelerate the process of bringing new and innovative products to market. We identify technologies that can fulfill large and unmet market needs and then take these technologies from the applied research stage through commercialization. Although revenues from product sales currently represent approximately a quarter of our total revenues, our goal is to invest in product development and commercialization, which we anticipate will lead to increased product sales growth. In the future, we expect that revenues from product sales will represent a larger proportion of our total revenues. In addition, we anticipate that these revenues will reflect a broader and more diversified mix of products as to the extent we develop and commercialize new products.

We have developed a disciplined and integrated process to accelerate the development and commercialization of innovative technologies. Our business model employs a market-driven approach and provides the infrastructure, resources and know-how throughout the process of developing and commercializing new products. To manage a diverse set of products effectively across a range of development stages, we are organized into two main groups: our Technology Development Division and our Products Division. These groups work together through all product development stages, including:

- Searching for emerging technologies based on market needs;
- Conducting applied research;
- Developing and commercializing innovative products; and
- Applying proven technologies and products to new market opportunities.

Our revenues were $8.9 million and $10.7 million during the three months ended September 30, 2009 and 2008, respectively, and we had net losses of $2.0 million and $0.5 million for the same periods, respectively.

We generate revenues through technology development services provided under contractual arrangements, product sales and license fees. Historically, our technology development revenues have accounted for a large and growing proportion of our total revenues, and we expect that they will continue to represent a significant portion of our total revenues for the foreseeable future. Our technology development revenues decreased from $7.2 million to $6.5 million for the three-month periods ended September 30, 2008 and September 30, 2009, respectively. We regularly have a backlog of contracts for which work has been scheduled, but for which a specified portion of work has not yet been completed. We define backlog as the dollar amount of obligations payable to us under negotiated contracts upon completion of a specified portion of work that has not yet been completed, exclusive of revenues previously recognized for work already performed under these contracts, if any. Total backlog includes funded backlog (the amount for which money has been directly authorized by the U.S. Congress and for which a purchase order has been received by a commercial customer) and unfunded backlog (firm orders for which funding has not been appropriated). Indefinite delivery and quantity contracts and unexercised options are not reported in total backlog. The approximate value of our backlog was $25.7 million as of September 30, 2009.

Revenues from product sales currently represent a smaller proportion of our total revenues, and, historically, we have derived most of these revenues from the sales of our sensing systems and products that make use of light-transmitting optical fibers, or fiber

optics. License revenues associated with our proprietary technologies have been significant in prior years. In the near term, we expect revenues from product sales to increase primarily in areas associated with our fiber optic instrumentation and test and measurement platforms. We also expect to increase our investments in product development and commercialization, which we anticipate will lead to increased product sales growth. In the future, we expect that revenues from product sales will represent a larger proportion of our total revenues and that as we develop and commercialize new products, these revenues will reflect a broader and more diversified mix of products.

There was a rapid softening of the economy and tightening of the financial markets in the second half of 2008 that has continued into the third quarter of 2009. This slowing of the economy has reduced the financial capacity of our customers and possibly our potential customers, thereby slowing spending on the products and services we provide. The outlook for the economy for the rest of 2009 remains uncertain.

We incurred consolidated net losses of approximately $45.3 million and $4.1 million for the nine month periods ended September 30, 2009 and 2008, respectively. While the magnitude of loss in 2009 was driven by accrual of a litigation reserve in the first quarter, we also expect to continue to incur future losses due to additional expenses driven in part by professional fees, which could be substantial due to future activity expected in connection with our Chapter 11 reorganization and our ongoing litigation with Hansen. Additionally, if we expand our business, we may also experience increased expenses for research and development, sales and marketing, manufacturing, finance and accounting personnel, and expenses associated with public reporting and compliance obligations. As a result, we expect that we will continue to incur losses in 2009 and that these losses could be substantial.

Description of Our Revenues, Costs and Expenses

Revenues

We generate revenues from technology development product sales and license payments. We derive technology development revenues from providing research and development services to third parties, including government entities, academic institutions and corporations, and from achieving milestones established by some of these contracts and in collaboration agreements. In general, we complete contracted research over periods ranging from six months to three years, and recognize these revenues over the life of the contract as costs are incurred. These revenues represent 76% of our total revenues for the nine months ended September 30, 2009. Our product revenues reflect amounts that we receive from sales of our products or development of products for third parties and currently represent approximately 24% of our total revenues for the nine months ended September 30, 2009. Our license revenues comprise up-front license fees paid to us in connection with licenses or sublicenses of certain patents and other intellectual property as well as royalties, which currently represent an insignificant portion of our product and license revenues.

Cost of Revenues

Cost of revenues associated with technology development revenues consists of costs associated with performing the related research activities, including direct labor, amounts paid to subcontractors and overhead allocated to technology development activities.

Cost of revenues associated with product sales and license revenues consists of license fees for use of certain technologies; product manufacturing costs including all direct material and direct labor costs; amounts paid to our contract manufacturers; manufacturing, shipping and handling; provisions for product warranty; and inventory obsolescence, as well as overhead allocated to these activities.

Operating Expense

Operating expense consists of selling, general and administrative expenses, as well as expenses related to research and development, depreciation of fixed assets and amortization of intangible assets. These expenses also include: compensation for employees in executive and operational functions including certain non-cash charges related to expenses from option grants; facilities costs; professional fees; salaries, commissions, travel expense and related benefits of personnel engaged in sales, product management and marketing activities; costs of marketing programs and promotional materials; salaries, bonuses and related benefits of personnel engaged in our own research and development beyond the scope and activities of our Technology Development Division; product development activities not provided under contracts with third parties; and overhead costs related to these activities.

For the nine months ending September 30, 2009, operating expenses include approximately $36.3 million related to the accrual of estimated losses from our litigation with Hansen and approximately $1.3 million in impairment charges recorded against goodwill and other intangible assets in our product and license business segment resulting from the potential litigation award. Our operating expense also includes an increase in our legal expenses related to Hansen litigation and preparations for our filing for Chapter 11 reorganization on July 17, 2009.

We expect that we will continue to incur increased professional fees in future periods in connection with our reorganization under Chapter 11, and, unless we are able to settle this litigation with Hansen, in connection with post-trial motions in the case and with any potential appeals, or other strategies based on the ultimate outcome of the litigation. In the post-trial motions, we have asked

the court to set aside the verdict in various respects, including through a reduction in the amount, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages and to obtain certain equitable relief. These additional amounts could be significant, even in relation to the damages awarded by the jury verdict, and thus exceed our existing loss contingency reserve and require us to record additional expense with respect of such additional amounts. In addition, we anticipate that our continuing legal fees associated with our reorganization under Chapter 11 will be significant.

Our operating expenses include stock-based compensation charges. We recorded stock-based compensation charges of approximately $2.4 million for the nine months ended September 30, 2009. We also expect to record an aggregate stock-based compensation charge for stock options granted through September 30, 2009 of $4.7 million to be recognized in future periods through 2014.

Interest Income/Expense

On July 15, 2009, we repaid the outstanding balance of our term loan with Silicon Valley Bank and terminated the credit facility. Our interest expense during the three months ended September 30, 2009 relates to interest paid to Silicon Valley Bank during the open period and the expense recognition of certain deferred fees associated with opening the facility in 2008. In addition, interest expense during the quarter includes amounts accrued with respect to our long-term note payable due to Carilion Clinic, with $5.0 million outstanding as of September 30, 2009.

Our filing for reorganization under Chapter 11 on July 17, 2009 constituted an event of default under Section 4(b) of the Carilion notes. Pursuant to Section 5 of these notes, all of the Company's obligations due under the notes are immediately and without notice due and payable without presentment, demand, protest or any other notice of any kind.

Interest income includes amounts earned on our cash deposits with financial institutions.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States (US GAAP). The preparation of these financial statements requires us to make estimates, assumptions and judgments that affect the amounts reported in our financial statements and the accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or judgments. Our significant accounting policies are described in the Management Discussion and Analysis section and the notes to our audited consolidated financial statements previously included in our Annual Report on Form 10-K for the period ended December 31, 2008, as filed with the Securities and Exchange Commission on March 16, 2009.

Results of Operations

Three Months Ended September 30, 2009 Compared to Three Months Ended September 30, 2008

Revenues

Total revenues decreased 17% to $8.9 million for the three months ended September 30, 2009, from $10.7 million for the three months ended September 30, 2008. Approximately 39% of the decrease in revenues from the corresponding period in 2008 was due to decreased revenues from our Technology Development Division, and approximately 61% of the decrease was due to decreased product sales and product development revenues.

We generated approximately $2.3 million in product sales in the third quarter of 2009 as compared with $3.5 million in the third quarter of 2008, a decrease of approximately 32%, due primarily to a decrease of seven unit sales in our fiber optic test and measurement products.

Technology development revenues decreased 10.0% to $6.5 million for the three months ended September 30, 2009 from $7.2 million for the corresponding 2008 period. This decrease in revenue is primarily due to a decrease in contract research activities in our Optical Systems Group, and our Materials Systems Group in addition to the closing of our Hampton Roads facility. These decreases were partially offset by an increase in our Secure Computing Group.

Cost of Revenues

Cost of revenues decreased 17% to $5.4 million for the three months ended September 30, 2009 from $6.4 million for the corresponding 2008 period. Technology development cost of revenues decreased 16% compared to the revenue decline of 10% in this segment. This additional decline in costs was primarily due to lower overhead expenses reflecting our cost reduction activities. Product and license cost of revenue decreased 18% compared to the revenue decrease of 32%. This is due primarily to a higher than normal average sales price of about $15,000 during 2008.

Operating Expense

Operating expense was flat at approximately $5.4 million for the quarters ending September 30, 2008 and 2009. While our operating expense was flat year over year, our professional fees remain high and we expect that we will continue to incur increased professional fees in future periods in connection with our reorganization under Chapter 11 and our ongoing litigation with Hansen. During the three months ended September 30, 2009 we incurred approximately $1.6 million with respect to these activities compared to $0.5 million in the third quarter of 2008. Excluding these legal fees, operating expenses would have decreased $1.0 million, or 20% due to the company's overall expense reduction initiatives throughout 2009. We anticipate that our continuing legal fees associated with our reorganization under Chapter 11 and the Hansen litigation will be significant.

Other Income (Expense)

Net interest expense increased from approximately $36,323 for the three months ended September 30, 2008, to $124,208 for the three months ended September 30, 2009. This difference is attributable to a decrease in interest revenue from our invested funds.

Approximately 60% of the interest expense incurred is attributable to our convertible promissory notes issued to Carilion Clinic on December 30, 2005. These notes have an aggregate outstanding principle of approximately $5.0 million and accrue simple interest at a rate of 6.0% per year. Our filing for reorganization under Chapter 11 on July 17, 2009, constituted an event of default under Section 4(b) of the Carilion notes. Pursuant to Section 5 of these notes, all of the Company's obligations due under the notes are immediately and without notice due and payable without presentment, demand, protest or any other notice of any kind. Carilion may also require the Company to pay interest on the unpaid principal balance of the notes at a rate per annum equal to the rate that would otherwise be applicable pursuant to the notes plus five percent (5%).

The majority of the remainder of the interest expense was for our $5.0 million Silicon Valley Bank term loan. On July 15, 2009, we repaid the outstanding balance of the term loan and terminated the credit facility.

Nine Months Ended September 30, 2009 Compared to Nine Months Ended September 30, 2008

Revenues

Total revenues decreased 11.8% to $26.0 million for the nine months ended September 30, 2009, from $29.5 million for the nine months ended September 30, 2008. This decrease was realized primarily in our product and license revenues. Product sales and product development revenues decreased 29% to $6.2 million for the nine months ended September 30, 2009, as compared to $8.7 million for the nine months ended September 30, 2008.

For the nine months ended September 30, 2009 Product and Licensing revenue decreased $2.5 million or 29% versus the same period in 2008. This is primarily caused by a decrease of 16 units sold in 2009 corresponding to a revenue decline of $1.6 million, and a decrease in product development revenue of $1.0 million due to a reduction in the number of active projects.

For the nine months ended September 30, 2009 technology development revenues decreased 5% to $19.9 million in 2009 as compared with $20.8 million during the same period in 2008. This decrease was primarily due to a reduction in revenue by the closing of our Hampton Roads, Virginia office, a decrease in revenue in the nano technology contract research group and Materials Systems group; these declines were offset by a strong increase in revenue in the Secure Computing and Communications Group.

Cost of Revenues

Cost of revenues decreased 7.4% to $16.5 million for the nine months ended September 30, 2009 from $17.8 million for the corresponding 2008 period. Product and Licensing cost of revenue accounted for $1.1 million of this decrease or 84%, while technology development cost of revenues accounted for only $0.2 million or 16% of the decrease.

Product and licensing cost of revenue decreased $1.1 million or 26% for the nine months ended September 30, 2009, versus the same period in 2008. This reduction related directly to the 30% decrease in product and license revenue.

Technology development remained relatively flat at $13.3 million for the nine months ending September 30, 2009 versus $13.6 million for the same period in 2008.

Our overall gross margin declined as compared with the first nine months of 2008. Our overall gross margin during the nine months ended September 30, 2009 was 37% compared to 40% during the same period in 2008. During the nine months ended September 30, 2009, technology development activity returned a gross margin of approximately 33% compared to 35% in the same period of 2008. Product and license activity returned a gross margin of 49% for the nine months ended September 30, 2009, compared to 52% for the same period in 2008. The decrease in our overall gross margin was primarily attributable to our revenue mix, with a lower proportion of our revenues in 2009 coming from the higher- margin product and license segment of our business.

Operating Expense

Operating expense increased 227% to $53.9 million for the nine months ended September 30, 2009 from $16.5 million for the corresponding period in 2008. This change is primarily due to the estimated loss recognized in conjunction with our litigation with Hansen of $36.3 million and associated impairment of goodwill and other intangible assets totaling $1.3 million in our product and license business segment.

We expect that we will continue to incur increased professional fees in future periods in connection with our reorganization under Chapter 11 and post-trial motions in the Hansen case and with any potential appeals, or other strategies based on the ultimate outcome of the litigation. In the post-trial motions, we have asked the court to set aside the verdict in various respects, including through a reduction in the amount, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages and to obtain certain equitable relief. These additional amounts could be significant, even in relation to the damages awarded by the jury verdict, and thus exceed our existing loss contingency reserve and require us to record additional expense with respect of such additional amounts. In addition, we anticipate that our continuing legal fees associated with our reorganization under Chapter 11 will be significant.

Other Income (Expense)

Net interest expense increased from $45,000 in for the nine months ended September 30, 2008 to approximately $423,000 for the nine months ended September 30, 2009. This increase was attributable to a reduction in invested cash and lower interest rates, and an increase in interest expense due to the addition of a $5.0 million term loan from the Silicon Valley Bank debt facility in May of 2008.

The interest expense is primarily attributable to the loan facility with Silicon Valley Bank and our convertible promissory notes issued to Carilion Clinic on December 30, 2005. These notes have an aggregate outstanding principal of approximately $5.0 million and accrue simple interest at a rate of 6.0% per year. During the nine month period ended September 30, 2009 and for the same period in 2008, interest expense on such notes was approximately $227,000 and interest expense on the Silicon Valley term loan was approximately $172,000 versus approximately $84,000 during the same period in 2008, due to a longer term in 2009 and the expense recognition of certain deferred fees loan fees.

On July 15, 2009, we repaid the outstanding balance of the term loan and terminated the credit facility with Silicon Valley Bank. Our filing for reorganization under Chapter 11 on July 17, 2009 constituted an event of default under Section 4(b) of the Carilion notes. Pursuant to Section 5 of these notes, all of the Company's obligations due under the notes are immediately and without notice due and payable without presentment, demand, protest or any other notice of any kind. Carilion may also require the Company to pay interest on the unpaid principal balance of the notes at a rate per annum equal to the rate that would otherwise be applicable pursuant to the notes plus five percent (5%).

Liquidity and Capital Resources

As described more fully below under the caption "Legal Proceedings," in June 2007 Hansen filed a lawsuit against us. In March 2009, the lawsuit proceeded to trial, and, on April 21, 2009, the jury awarded Hansen damages totaling approximately $36.3 million, an amount in excess of the company's current assets. The verdict and recovery of damages is subject to customary post-trial motions and potential appeals.

On July 17, 2009, we filed a voluntary petition for relief in order to reorganize under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), including a proposed plan of reorganization, under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Virginia (the "Bankruptcy Court") (altogether, the "Reorganization"). As a part of the Reorganization, we have asked the Bankruptcy Court to estimate the final value of Hansen's claim against the Company in an amount not to exceed more than approximately $1.3 million Hansen has opposed such motion and has filed a request for relief from stay such that the trial court in California can hear post-trial motions and issue a judgment in the case. The entry of judgment by the California trial court could have a significant impact on our plan of reorganization and the duration of time we are operating under Chapter 11.

As a part of our current plan of Reorganization, if approved, we expect to pay all allowed claims and emerge from bankruptcy. Hansen has objected to our motion for estimation of their claim by the Bankruptcy Court. Instead, Hansen has requested that the automatic stay provided in bankruptcy be lifted so that our litigation may continue in the California state courts. In the event that the case is allowed to proceed in California, we have asked the court to set aside the verdict in various respects, including through a reduction in the amount of the damages, and Hansen will seek to recover additional amounts for its attorneys' fees and exemplary damages up to approximately $26 million in aggregate and to obtain certain equitable relief. These additional amounts could be significant, even in relation to the damages awarded by the jury verdict. Accordingly, we expect to continue to incur significant expenditures in future periods related to this matter.

We expect that the potential expected cash outflows required to pursue legal appeals or other strategies may limit our ability to pursue all of our plans for our business. Furthermore, the uncertainty as to the resolution of the litigation, as well as any potential impairments to our intellectual property rights stemming from the litigation, could limit our ability to raise new capital from investors to operate our business.

On May 21, 2008, we entered into a $10 million maximum debt facility with Silicon Valley Bank. Included in this facility was a four-year term debt of $5 million and a revolving line of credit facility available for the remaining balance. The facility had a total maximum debt capacity of $10 million. At June 30, 2009, there was an outstanding balance of $4.3 million under the term loan, and no outstanding balance under the revolving facility. Principal under the term loan was payable in 42 monthly installments beginning in January 2009. The loan terms required us to meet certain covenants relating to minimum adjusted EBITDA, and other specified financial ratios.

In December 2008, we entered into a First Amendment to Loan and Security Agreement with Silicon Valley Bank. The amendment adjusted interest rates under the $10 million debt facility, revised certain minimum EBITDA covenants under the facility, and added intellectual property to the assets securing the facility. The new interest rate on the revolving line of credit was a floating rate of the prime interest rate plus 1.0%, with a minimum rate of 5.0%. The new interest rate on the term loan was a floating rate of the prime interest rate plus 1.5%, with a minimum rate of 5.5%. As a result of the recognition of the estimated expense associated with our litigation with Hansen, as described more fully in Part II, Item 1 "Legal Proceedings", we were not in compliance with some covenants associated with the term loan and the revolving line of credit. Accordingly, Silicon Valley Bank could have declared the balance of those debt facilities immediately due and payable. Furthermore, this non-compliance may have resulted in an interest rate increase under our debt facility in an amount equal to the default rate of an additional five percentage points. Silicon Valley Bank granted us forbearance from declaration of default through July 17, 2009 and withdrew our ability to obtain any new funding under the existing line of credit. On July 15, 2009, we repaid the outstanding balance of the term loan and terminated the credit facility, reducing our cash balance by approximately $4.2 million.

On July 17, we received a delisting notification from NASDAQ as a result of our filing for Reorganization. On July 30, 2009, we received an additional notice of deficiency from NASDAQ indicating that we no longer complied with the independent director requirement as set forth in Rule 5605. We filed an appeal of delisting, and our appeal was heard before NASDAQ on August 27, 2009. We received notice on September 8, 2009, that the NASDAQ Listing Qualifications Hearings Panel (the "Panel") has determined to transfer the Company's shares of common stock from the NASDAQ Global Market to the NASDAQ Capital Market and continue listing of its shares. The Company's continued listing on the NASDAQ Capital Market is conditioned on (i) the filing of its Form 10-Q for the quarter ended June 30, 2009, on or before September 9, 2009, (ii) the provision to the Panel of monthly updates and prompt notice of any events that would affect its ability to obtain compliance with the NASDAQ Capital Market's applicable listing standards, and (iii) the Company's emergence from reorganization under Chapter 11 of the U.S. Bankruptcy Code on or before December 31, 2009, and successful application for initial listing to the NASDAQ Capital Market.

In addition, we are not presently in compliance with the initial listing requirements and standards of the NASDAQ Capital Market forth in Rule 5505, including the following requirements: (1) minimum bid price of $4 per share; (2) stockholder's equity of at least $5 million; and (3) a market value of publicly held shares of at least $15 million. There can be no assurances that we will have completed the Reorganization and complied with such listing requirements on or before December 31, 2009 or that such compliance date can be extended. In the event that our common stock is not eligible for quotation on another market or exchange, trading of our common stock could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it may be difficult for us to raise additional capital if we are not listed on a major exchange.

Finally, in the second half of 2008, the increased turmoil in the U.S. and global capital markets and a global slowdown of economic growth created a substantially more difficult business environment. Our ability to access the capital markets is expected to be extremely limited. These conditions have not improved through August 2009, and we experienced continued negative cash flow from operations in the three months ended September 30, 2009. The deteriorating economic and market conditions are not likely to improve significantly during 2009 and may continue past 2009 and could get worse.

As a result of the effects of our litigation with Hansen, our bankruptcy filing and the potential delisting of our common stock from the NASDAQ Capital Market, as well as the general economic conditions, we may be unable to pay our obligations in the normal course of business in 2009 or service our debt in a timely fashion. Our ability to continue as a going concern is dependent on many events outside of our direct control, including, among other things, the successful resolution of our litigation with Hansen and our continued ability to obtain funding for working capital to operate our business. Our recent operating losses and negative cash flows, negative working capital, stockholders' deficit and the uncertainty of our ability to successfully resolve our litigation with Hansen, among other factors, raise substantial doubt as to our ability to continue as a going concern. The accompanying consolidated financial statements do not include any further adjustments that might result from the ultimate and final outcome of these uncertainties.

Discussion of Cash Flows

Recent Activity

We used approximately $4.7 million and $1.3 million of net cash from operations during the nine months ended September 30, 2009 and 2008, respectively. The increase in cash used in operations resulted from an increase in litigation expenses caused by our ongoing lawsuit with Hansen and our preparation for our filing for Reorganization.

Cash used in investing activities for the nine months ended September 30, 2009 related primarily to the purchase of property and equipment and legal fees associated with securing patent rights to certain technology. Our overall cash used in investing activities was $0.2 million in the nine months ended September 30, 2009, compared to $.7 million in the nine months ended September 30, 2008. This decrease was split approximately evenly between a decrease in the purchase of property, plant and equipment, and a decrease in intellectual property investing in 2009 versus 2008.

We used approximately $5.0 million in financing activities for the nine months ended September 30, 2009 compared to cash generated of $5.1 million in the same period of 2008. In the second quarter of 2008 we opened our Silicon Valley Bank loan of $5 million. During the first nine months of 2009 we repaid the outstanding balance of our loan with Silcon Valley Bank and terminated the credit facility.

At September 30, 2009, total cash and cash equivalents were approximately $5.7 million. On July 15, we paid Silicon Valley Bank $4.2 million to retire the outstanding balance of the term loan and terminate the credit facility.

Summary of Contractual Obligations

We lease our facilities in Blacksburg, Charlottesville, Danville, McLean, and Roanoke, Virginia under operating leases that expire on various dates through December 2014 or under a month-to-month arrangement. Upon expiration of the leases, we may exercise certain renewal options as specified in the leases.

We also lease certain computer equipment and software under capital lease agreements that expire at various dates through September 2013. The assets subject to these obligations are included in property and equipment on our consolidated balance sheet.

Our Luna Technologies Division has an agreement with a supplier to purchase tunable lasers and estimates its non-cancellable obligation to be approximately $1.3 million through 2009.

In March 2004, we received a grant of $0.9 million from the City of Danville, Virginia under a Grant Agreement to support the expansion of economic and commercial growth within the City. Under the Grant Agreement, we agreed to locate a nanomaterials manufacturing and research facility and maintain its operations in Danville until March 25, 2009, In December 2008 we received a determination letter from the City of Danville that we had met 100% of the grant relating to job creation and 29% relating to capital expenditures. As a result, we recognized in 2008 approximately $668,000 of the grant as other income. On July 14, 2009, we were asked to repay $107,965 under the Grant Agreement based on a computation of the pro rata amount of capital expenditures falling below required levels. We have classified this amount and the remaining unearned revenue of $88,750 as a current liability subject to compromise on our balance sheet as of September 30, 2009.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements as defined in Regulation S-K 303(a)(4)(ii).

ITEM 3. ***QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK***

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. We do not hold or issue financial instruments for trading purposes or have any derivative financial instruments. Our exposure to market risk is limited to interest rate fluctuations due to changes in the general level of United States interest rates

Interest Rate Risk

We do not use derivative financial instruments as a hedge against interest rate fluctuations, and, as a result, interest income earned on our cash and cash equivalents and short-term investments is subject to changes in interest rates. However, we believe that the impact of these fluctuations does not have a material effect on our financial position due to the immediate available liquidity or short-term nature of these financial instruments. As of September 30, 2009, we had $5.7 million deposited in cash and cash equivalents. Although we believe that these measures are indicative of our sensitivity to interest rate changes, they do not adjust for potential changes in our credit quality, composition of our balance sheet and other business developments that could affect our interest rate exposure. Accordingly, no assurances can be given that actual results would not differ materially from the potential outcome simulated by this estimate.

Foreign Currency Exchange Rate Risk

As of September 30, 2009, all payments made under our research contracts have been denominated in United States dollars. Our product sales to foreign customers are also denominated in U.S. dollars, and we do not receive payments in foreign currency. As such, we are not directly exposed to currency gains or losses resulting from fluctuations in foreign exchange rates.

ITEM 4. *CONTROLS AND PROCEDURES*

Evaluation of Disclosure Controls and Procedures

Our Chief Executive Officer and our Chief Financial Officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Securities Exchange Act of 1934 (the “Exchange Act”) Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this report (the “Evaluation Date”), have concluded that as of the Evaluation Date, our disclosure controls and procedures are effective, in all material respects, to ensure that information required to be disclosed in the reports that we file and submit under the Exchange Act (i) is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rule and forms and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Internal control over financial reporting means a process designed 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.

PART II. OTHER INFORMATION

ITEM 1. *LEGAL PROCEEDINGS*

From time to time, we may become involved in litigation in relation to claims arising out of our operations in the normal course of business. While management currently believes the amount of ultimate liability, if any, with respect to these actions, with the exception of the Hansen litigation, will not materially affect our financial position, results of operations, or liquidity, the ultimate outcome of any litigation is uncertain. Were an unfavorable outcome to occur, or if protracted litigation were to ensue, the impact could be material to us.

Litigation with Hansen Medical, Inc.

On June 22, 2007, Hansen Medical Inc., or Hansen, a company for which we had conducted certain research and performed certain services, filed a complaint against us in the Superior Court of the State of California, County of Santa Clara. On March 18, 2008, the complaint was amended and alleged misappropriation of trade secrets, aiding and abetting breach of fiduciary duty, unfair competition, breach of contract, conversion, intentional interference with contract, breach of implied covenant of good faith and fair dealing, declaratory judgment, and fraud. In addition to money damages in an unspecified amount, Hansen sought, among other things, equitable relief, including an injunction against our using the allegedly misappropriated Hansen trade secrets in connection with our work with Intuitive Surgical, Inc., or otherwise. We answered the complaint and vigorously defended ourselves in this matter.

We also filed a counterclaim against Hansen and an amended counterclaim on March 18, 2008 asserting claims for declaratory judgment, misappropriation of trade secrets, breach of contract, unfair competition under the California Business and Professional Code, breach of implied covenant of good faith and fair dealing and unjust enrichment. However, we subsequently withdrew all of our counterclaims prior to the matter proceeding to trial on the merits in March 2009.

Prior to and during the course of the trial, Hansen's claims for conversion, unfair competition, aiding and abetting breach of fiduciary duty and intentional interference with contract were all dismissed. Hansen's remaining claims for misappropriation of trade secrets, breach of contract, breach of implied covenant of good faith and fair dealing and fraud were submitted to a jury following a trial on the merits that concluded in April 2009. On April 21, 2009, a jury found in favor of Hansen on its breach of contract, breach of the covenant of good faith and fair dealing and misappropriation of trade secrets claims, and it awarded a verdict for $36.3 million against us. The jury did not find in favor of Hansen on its fraud claims against us, but it did find that our misappropriation was willful or malicious. The verdict and recovery of damages is subject to customary post-trial motions and potential appeals. In the post-trial motions we have asked the court to set aside the verdict in various respects, including through a reduction in the amount of the damages, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages and to obtain certain equitable relief. These additional amounts could be significant, even in relation to the damages awarded by the jury verdict.

As a part of the Reorganization, we have asked the Bankruptcy Court (as defined below) to estimate the final value of Hansen's claim against the Company in an amount not to exceed more than approximately $1.3 million Hansen has opposed such motion and has filed a request for relief from stay so that the trial court in California can hear post-trial motions and issue a judgment in the case. The entry of judgment by the California trial court in an amount in excess of our ability to pay could have a significant impact on our plan of reorganization and the duration of time we are operating under Chapter 11.

While we cannot currently determine the ultimate liability pursuant to this verdict, we recorded a contingent liability of $36.3 million in estimation of the potential loss on this litigation during the three months ended March 31, 2009. If we are unable to reduce the verdict prior to the rendering of a final judgment by the court or to reach a reasonable settlement with Hansen and depending on any equitable relief granted, we would be liable to pay substantial damages in excess of our liquid assets, and we could lose the ability to freely use or license others to use certain intellectual property. Any or all of the foregoing would materially harm our business, fundamentally change our business, and could result in our being required to take actions to discontinue operations, liquidate part or all of our operations or file a petition for bankruptcy in order to reorganize or liquidate.

Claim by Former Employee

On May 30, 2006, we were served with a complaint filed by a former employee in the Circuit Court for the City of Roanoke, Virginia, alleging that we breached a consulting agreement with the former employee, and that we are indebted to the former employee in an unspecified amount of at least $100,000. We have answered the complaint and intend to defend ourselves vigorously in this matter. While we believe the former employee's claims are without merit, counsel for such former employee has indicated that he may file additional claims against us. To date, no such additional claims have been filed. However, we cannot predict whether such former employee will file additional litigation against us or our subsidiaries or the ultimate outcome of any such litigation.

Reorganization under Chapter 11 of the U.S. Bankruptcy Code

See the information below under Item 1A "Risk Factors," relating to the Reorganization (as defined therein), which is incorporated herein by reference.

ITEM 1A. *RISK FACTORS*

You should carefully consider the risks described below before deciding whether to invest in our common stock. The risks described below are not the only ones we face. Additional risks not presently known to us or that we currently believe are immaterial may also impair our business operations and financial results. If any of the following risks actually occurs, our business, financial condition or results of operations could be adversely affected. In such case, the trading price of our common stock could decline and you could lose all or part of your investment. Our filings with Securities and Exchange Commission also contain forward-looking statements that involve risks or uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks we face described below.

RISKS RELATING TO OUR BUSINESS

We have filed for reorganization under Chapter 11 of the U.S. Bankruptcy Code

On July 17, 2009, we filed a voluntary petition for relief in order to reorganize under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), including a proposed plan of reorganization, under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Virginia (the "Bankruptcy Court") (altogether, the "Reorganization"). We expect to continue to operate our business as a "debtor in possession" for the immediate future under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and the orders of the Bankruptcy Court.

During the Reorganization, our operations are subject to the risks and uncertainties associated with bankruptcy, including, but not limited to the following:

- The Reorganization may adversely affect our business prospects and/or our ability to operate during the Reorganization.
- The Reorganization may make it more difficult for us to attract new customers and retain current customers.
- The Reorganization may cause our vendors and service providers to require stricter terms and conditions when dealing with us or cease their relationships with us. The Reorganization will cause us to incur substantial costs for professional fees and other expenses associated with the bankruptcy.
- The Chapter 11 case may restrict our ability to pursue other business strategies. Among other things, the Bankruptcy Code limits our ability to incur additional indebtedness, make investments, sell assets, consolidate, merge or sell or otherwise dispose of all or substantially all of our assets or to grant liens. These restrictions may place us at a competitive disadvantage.
- Transactions by debtors, such as us, outside the ordinary course of business are subject to prior approval of the Bankruptcy Court, which may limit our ability to respond timely to certain events or take advantage of certain opportunities.
- We may not be able to obtain Bankruptcy Court approval or such approval may be delayed with respect to the actions we seek to undertake in the Reorganization.
- We may be unable to retain and motivate key executives and employees through the process of Reorganization, and we may have difficulty attracting new employees, In addition, so long as we are in bankruptcy, our senior management will be required to spend a significant amount of time and effort dealing with the Reorganization instead of focusing exclusively on business operations.
- There can be no assurances as to our ability to maintain sufficient financing sources to fund our Reorganization plan and meet our future obligations. There can be no assurance as to our ability to obtain sufficient financing on terms acceptable to us, if at all. The challenges of obtaining financing are exacerbated by adverse conditions in the general economy and the tightening in the credit markets. These conditions and our Reorganization make it more difficult for us to obtain financing.
- There can be no assurance that we will be able to successfully develop, prosecute, confirm and consummate one or more plans of reorganization with respect to the Reorganization that are acceptable to the Bankruptcy Court and our creditors, equity holders and other parties in interest. Additionally, third parties may seek and obtain Bankruptcy Court Approval to terminate or shorten the exclusivity period for us to propose and confirm one or more plans of reorganization, to appoint a trustee (who would then assume control of our assets and business), or to convert the case to a Chapter 7 liquidation case.
- Even assuming a successful emergence from Chapter 11, there can be no assurance as to the over-all long-term viability of our reorganized company.

We may not be able to obtain confirmation of our Reorganization plan; we may not be able to emerge from Reorganization and we may be liquidated; holders of our common stock may receive no distribution on account of their interests.

To successfully emerge from Reorganization as a viable entity, we will be required to meet certain statutory requirements with respect to adequacy of disclosure with respect to a Reorganization Plan (the “Plan”), solicit and obtain the requisite acceptances of the Plan, and fulfill other statutory conditions for confirmation, including receipt of Bankruptcy Court approval of the Plan. We may not receive the requisite acceptances to confirm the Plan. Moreover, even if the requisite acceptances of the Plan are received, the Bankruptcy Court may not confirm the Plan.

On July 17, 2009, we filed the Plan and a Disclosure Statement with the Bankruptcy Court. If our Plan is not confirmed by the Bankruptcy Court, it is unclear whether we would be able to reorganize our business and what, if anything, holders of claims against us would ultimately receive with respect to their claims. If an alternative reorganization could not be agreed upon, it is possible that the Reorganization could be converted to a liquidation under Chapter 7 and we would have to liquidate our assets, in which case it is likely that holders of claims would receive substantially less favorable treatment than they would receive if we were to emerge as a viable, reorganized entity and stockholders would likely receive nothing from the liquidation.

Under the priority scheme established by the Bankruptcy Code, unless creditors agree otherwise, post-petition liabilities and prepetition liabilities must be satisfied in full before stockholders are entitled to receive any distribution or retain any property under a plan of reorganization. The ultimate recovery to creditors and/or stockholders, if any, will not be determined until confirmation of a plan or plans of reorganization. No assurance can be given as to what values, if any, will be ascribed in the Reorganization to each of these constituencies or what types or amounts of distributions, if any, they would receive. No assurance can be provided regarding the date any plan or plans of reorganization will be proposed, confirmed or consummated or regarding when any distributions could be made to parties in interest. A plan of reorganization or liquidation under Chapter 7 could result in holders of our common stock receiving no distribution on account of their interests and cancellation of their existing stock. If certain requirements of the Bankruptcy Code are met, a plan of reorganization can be confirmed notwithstanding its rejection by the class comprising the interests of our equity security holders. Therefore, an investment in our common stock is highly speculative.

If we are unsuccessful in the resolution of our litigation with Hansen Medical, Inc., our business may be materially harmed or fundamentally changed, and we may be required to take actions to reorganize, discontinue or liquidate part or all of our operations.

On June 22, 2007, Hansen Medical Inc., or Hansen, a company for which we had conducted certain research and performed certain services, filed a complaint against us in the Superior Court of the State of California, County of Santa Clara. We answered the complaint and vigorously defended ourselves in this matter. However, we subsequently withdrew all of our counterclaims prior to the matter proceeding to trial on the merits in March 2009. Prior to and during the course of the trial, several of Hansen's claims were dismissed. Hansen's remaining claims for misappropriation of trade secrets, breach of contract, breach of implied covenant of good faith and fair dealing and fraud with respect to our dealings with Hansen as well as a subsequent agreement with Intuitive Surgical, Inc. were submitted to a jury following a trial on the merits that concluded in April 2009. On April 21, 2009, a jury found in favor of Hansen on its breach of contract, breach of the covenant of good faith and fair dealing and misappropriation of trade secrets claims, and it awarded a verdict for $36.3 million against us. The jury did not find in favor of Hansen on its fraud claims against us, but it did find that our misappropriation was willful or malicious. The verdict and recovery of damages is subject to customary post-trial motions and potential appeals. In the post-trial motions we are asking the court to set aside the verdict in various respects, including through a reduction in the amount of the damages, and Hansen is seeking to recover additional amounts for its attorneys' fees and exemplary damages and to obtain certain equitable relief. These additional amounts could be significant, even in relation to the damages awarded by the jury verdict.

As a part of the Reorganization, we have asked the Bankruptcy Court to estimate the final value of Hansen's claim against us. We believe the value should be no more than about $1.3 million ($84,100 for breach of contract; $782,700 for misappropriation of trade secrets; and $391,400 for attorneys' fees). While we cannot currently determine the ultimate liability pursuant to this verdict, we recorded a contingent liability of $36.3 million in estimation of the potential loss on this litigation during the three months ended March 31, 2009. If we are unable to reduce the verdict prior to the rendering of a final judgment by the court or to reach a reasonable settlement with Hansen and depending on any equitable relief granted, we would be liable to pay substantial damages in excess of our liquid assets, and we could lose the ability to freely use or license others to use certain intellectual property. Any or all of the foregoing would materially harm our business, fundamentally change our business, and could result in our being required to take actions to discontinue operations or liquidate part or all of our operations.

The results of our litigation may materially impact our ability to operate our business as a going concern.

In addition to the potential money damages and injunctive relief that may be awarded in connection with the jury verdict award against us pursuant to our litigation with Hansen, the effects of the litigation may materially impact our ability to conduct business. A number of our contracts provide the counterparty to declare the contract in default, modify terms or discontinue the contract in the event of an unfavorable litigation result.

In addition, several of our contracts may also provide opt-out or default provisions that trigger in the event that we file for protection under the Bankruptcy Code. The loss of these contracts may materially limit our ability to conduct our business.

As a result of the effects of our litigation with Hansen, the resulting impact on our debt facility with Silicon Valley Bank, the potential delisting of our common stock from the NASDAQ Capital Market, and our contracts as well as general economic conditions, we may be unable to pay our obligations in the normal course of business in 2009 or service our debt in a timely fashion. Our ability to continue as a going concern is dependent on many events outside of our direct control, including, among other things, the successful resolution of our litigation with Hansen and our continued ability to obtain funding for working capital to operate our business. Our recent operating losses and negative cash flows, negative working capital, stockholders' deficit and the uncertainty of our ability to successfully resolve our litigation with Hansen, among other factors, raise substantial doubt as to our ability to continue as a going concern.

The results of our operations could be adversely affected by economic and political conditions and the effects of these conditions on our customers' businesses and level of business activity.

Global economic and political conditions affect our customers' businesses and the markets they serve. A severe and/or prolonged economic downturn or a negative or uncertain political climate could adversely affect our customers' financial condition and the timing or levels of business activity of our customers and the industries we serve. This may reduce the demand for our products or depress pricing for our products and have a material adverse effect on our results of operations. Changes in global economic conditions could also shift demand to products or services for which we do not have competitive advantages, and this could negatively affect the amount of business that we are able to obtain. In addition, if we are unable to successfully anticipate changing economic and political conditions, we may be unable to effectively plan for and respond to those changes, and our business could be negatively affected.

There was a rapid softening of the economy and tightening of the financial markets in the second half of 2008 that continued into the first quarter of 2009. This slowing of the economy has reduced the financial capacity of our customers and possibly our potential customers, thereby slowing spending on the products and services we provide. The outlook for the economy for the rest of 2009 remains uncertain.

We rely and will continue to rely on contract research, including government-funded research contracts, for a significant portion of our revenues. A decline in government funding of existing or future government research contracts, including Small Business Innovation Research (or SBIR) revenues, could adversely affect our revenues and cash flows and our ability to fund our growth.

Technology development revenue, which consists primarily of government-funded research, accounted for approximately 74% and 80% of our consolidated total revenues for the quarters ended September 30, 2009 and 2008, respectively. As a result, we are vulnerable to adverse changes in our revenues and cash flows if a significant number of our research contracts and subcontracts are simultaneously delayed or canceled for budgetary, performance or other reasons. The U.S. government, for example, may cancel these contracts at any time without cause and without penalty or may change its requirements, programs or contract budget, any of which could reduce our revenues and cash flows from U.S. government research contracts. Our revenues and cash flows from U.S. government research contracts and subcontracts could also be reduced by declines or other changes in U.S. defense, homeland security and other federal agency budgets. In addition, we compete as a small business for some of these contracts, and in order to maintain our eligibility to compete as a small business, we (together with any affiliates) must continue to meet size and revenue limitations established by the U.S. government.

Our filing for reorganization may result in the U.S. Government canceling some of our research contracts and/or subcontracts and/or make it more difficult for us to obtain new research contracts or subcontracts. In addition, our filing for reorganization may discourage subcontractors or materials vendors from working with us on research contracts, thus increasing the foregoing risks.

In addition to contract cancellations and changes in agency budgets, our future financial results may be adversely affected by curtailment of the U.S. government's use of contract research providers, including curtailment due to government budget reductions and related fiscal matters. These or other factors could cause U.S. defense and other federal agencies to conduct research internally rather than through commercial research organizations, to reduce their overall contract research requirements or to exercise their rights to terminate contracts. Alternatively, the U.S. Government may discontinue the SBIR program or its funding altogether. Any of these actions could limit our ability to obtain new contract awards and adversely affect our revenues and cash flows and our ability to fund our growth.

We also derive a significant portion of our technology development revenues from SBIR contracts. SBIR revenues accounted for approximately 43% and 43% of our consolidated total revenues for the quarters ended September 30, 2009 and 2008, respectively. Contract research, including SBIR, will remain a significant portion of our consolidated total revenues for the foreseeable future. Our strategy for developing innovative technologies and products depends in large part on our ability to continue to enter into and generate revenues from non-SBIR contract research.

Our contract research customer base includes government agencies, corporations and academic institutions. Our customers are not obligated to extend their agreements with us. In addition, we may not be successful in securing future contracts. Our customers' priorities regarding funding for certain projects may change and funding resources may no longer be available at previous levels.

We have incurred recent losses, and because our strategy for expansion may be costly to implement, we may experience continuing losses which may be significant.

We incurred consolidated net losses of approximately $6.3 million for the year ended December 31, 2008 and $43.3 million for the nine months ended September 30, 2009. We expect to continue to incur significant additional expenses as we expand our business, including increased expenses for research and development, sales and marketing, manufacturing, finance and accounting personnel and expenses associated with being a public company. We may also grow our business in part through acquisitions of additional companies and complementary technologies which could cause us to incur greater than anticipated transaction expenses, amortization or write-offs of intangible assets and other acquisition-related expenses. As a result, we expect that we may likely continue to incur losses for the foreseeable future, and these losses could be substantial.

Because of the numerous risks and uncertainties associated with our business, the Reorganization and the impact of our litigation with Hansen, we are unable to predict when or if we will be able to achieve profitability again. If our revenues do not increase, or if our expenses increase at a greater rate than our revenues, we will continue to experience losses. Even if we do achieve profitability, we may not be able to sustain or increase our profitability on a quarterly or annual basis.

We might require additional capital to support our business, and this capital might not be available.

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new products or enhance our existing products, obtain important regulatory approvals, enhance our operating infrastructure, complete our development activities, build our commercial scale manufacturing facilities, pursue our litigation strategies against Hansen and acquire complementary businesses and technologies. In addition, we have a history of net losses and are not currently profitable. In the future we may need to engage in equity or debt financings to secure additional funds to support our operations and investments in new products, if we are unable to finance such activities from the proceeds of our continuing operations.

The $36.3 million jury award in the Hansen case, our status in Reorganization and our potential delisting from NASDAQ could each, make it extremely difficult to raise funds from any funding source.

If we raise additional funds through issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock, including shares of common stock sold in our initial public offering. Furthermore, such financings may jeopardize our ability to apply for SBIR grants or qualify for SBIR contracts or grants, and our dependence on SBIR grants may restrict our ability to raise additional outside capital. In addition, we may not be able to obtain continued SBIR funding, or other additional financing on terms favorable to us, if at all. In order to retain SBIR eligibility, we may be restricted in our ability to raise certain forms of equity capital from institutional investors. For example, in connection with the closing of our financing with Carilion Clinic on December 30, 2005, we were not able to raise all proceeds through the issuance of equity without potentially jeopardizing our SBIR eligibility, and we accordingly raised part of the capital through the issuance of senior convertible promissory notes. Under the terms of these notes, as amended, we agreed that we would not, or incur additional indebtedness other than under certain limited conditions. In addition, if we lose eligibility or elect to no longer compete for SBIR contracts prior to December 30, 2012, the holder of our $5.0 million senior convertible promissory note has the right, at its discretion, to convert some or all of the principal and interest amounts into shares of our common stock, which would result in further dilution to our existing stockholders.

If we are unable to obtain adequate financing or financing terms satisfactory to us, when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly limited.

Our failure to attract, train and retain skilled employees would adversely affect our business and operating results.

The availability of highly trained and skilled technical and professional personnel is critical to our future growth and profitability. Competition for scientists, engineers, technicians and professional personnel is intense and competitors aggressively recruit key employees. We have recently experienced difficulties in recruiting and hiring these personnel as a result of the tight labor market in certain fields. This fact, combined with our growth strategy and future needs for additional experienced personnel, particularly in highly specialized areas such as nanomaterial manufacturing and innovative ultrasound technologies, may make it more difficult to meet all of our needs for these employees in a timely manner. Although we intend to continue to devote significant resources to recruit, train and retain qualified employees, we may not be able to attract and retain these employees, especially in technical fields where the supply of experienced qualified candidates is limited. Any failure to do so would have an adverse effect on our business.

The magnitude of the jury verdict in the Hansen case and the fact we are in Reorganization makes it difficult to attract new employees and retain employees, including because of their effect on the value or perceived value equity incentives we use as part of our compensation packages, the value of which could also be negatively affected by a potential NASDAQ delisting.

In addition, our future success depends in a large part upon the continued service of key members of our senior management team. In particular, our Chairman, CEO and founder, Kent A. Murphy, Ph.D., is essential to our overall management as well as the development of our technologies, our culture and our strategic direction. All of our executive officers and key employees are at-will employees, and, except with respect to Kent A. Murphy, Ph.D., we do not maintain any key-person life insurance policies. The loss of any of our management or key personnel could seriously harm our business.

We rely and will continue to rely on contracts and grants awarded under the SBIR program for a significant portion of our revenues. A finding by the Small Business Administration, or SBA, that we no longer qualify to receive SBIR funding could adversely affect our business.

We may not qualify to participate in the Small Business Administration's, or SBA's, SBIR program or receive new SBIR awards from federal agencies in the future. In order to qualify for SBIR contracts and grants, at least 51% of our equity must be owned and controlled by U.S. citizens or permanent resident aliens, or by another entity that is at least 51% owned or controlled by U.S. citizens or permanent resident aliens, and we must have 500 or fewer employees. These eligibility criteria are applied as of the time of the award of a contract or grant. In determining whether we satisfy the 51% equity ownership requirement, agreements to merge, stock options, convertible debt and other similar instruments are given "present effect" by the SBA, as though the underlying securities were actually issued unless the exercisability or conversion of such securities is speculative, remote or beyond the control of the security holder. We therefore believe our outstanding options and warrants held by eligible individuals may be counted as, and our convertible debt may be excluded from, outstanding equity for purposes of meeting the 51% equity ownership requirement.

We believe that we are currently in compliance with the SBIR eligibility criteria but we cannot provide assurance that the SBA will interpret its regulations in our favor. We believe that over 60% of our equity is owned or controlled by U.S. citizens, and that we currently have fewer than 500 employees. We must be able to certify that we meet the SBIR ownership and size requirements as of the time we enter into each SBIR contract or grant, and SBA may review our size status in connection with each SBIR contract or grant. As we grow our business, it is foreseeable that we will eventually exceed the SBIR eligibility limitations and we may need to find other sources to fund our research and development efforts. If we are unsuccessful in obtaining additional contracts or funding grants because we cannot meet the eligibility requirements or if our customers decide to reduce or discontinue support of our products, we may be required to seek alternative sources of revenues or capital.

We depend on third-party vendors for specialized components in our manufacturing operations, making us vulnerable to supply shortages and price fluctuations that could harm our business.

We primarily rely on third-party vendors for the manufacture of the specialized components used in our products. Although we do not have any sole source suppliers of materials, the highly specialized nature of our supply requirements poses risks that we may not be able to locate additional sources of the specialized components required in our business. For example, there are few manufacturers who produce the special lasers used in our optical test equipment. Moreover, none of these third-party vendors is obligated to continue to supply us with components. Our reliance on these vendors subjects us to a number of risks that could impact our ability to manufacture our products and harm our business, including interruption of supply. Although we are now manufacturing tunable lasers in low-rate initial production, we expect our overall reliance on third-party vendors to continue.

As a result of the magnitude of the jury verdict in the Hansen case and the Reorganization, vendors may not want to sell us products on normal credit terms, which could affect our supply of necessary components.

Any significant delay or interruption in the supply of components, or our inability to obtain substitute components or materials from alternate sources at acceptable prices in a timely manner, could impair our ability to meet the demand of our customers and harm our business.

If we cannot successfully transition our revenue mix from contract research revenues to product sales and license revenues, we may not be able to fully execute our business model or grow our business.

Our business model and future growth depend on our ability to transition to a revenues mix that contains significantly larger product sales and license revenues components. Product sales and license revenues potentially offer greater scalability than services-based contract research revenues. Our current plan is to increase our portfolio of commercial products and, accordingly, we expect that our future product sales and license revenues will represent a larger percentage of total revenues. However, if we are unable to develop and grow our product sales and license revenues to augment our contract research revenues, our ability to execute our business model or grow our business could suffer.

If we are unable to manage growth effectively, our revenue and net loss could be adversely affected.

While historically we have developed and commercialized only a few products at a time, we plan to grow by developing and commercializing multiple products concurrently across many industries, technologies and markets. Our ability to grow by developing and commercializing multiple products simultaneously requires that we manage a diverse range of projects, and expand our personnel resources. Our inability to do any of these could prevent us from successfully implementing our growth strategy, and our revenues and profits could be adversely affected.

To advance the development of multiple promising potential products concurrently, we need to manage effectively the logistics of maintaining the requisite corporate, operational, administrative and financing functions for each of these product opportunities. Potentially expanding our operations into new geographic areas and relying on multiple facilities to develop and manufacture different products concurrently pose additional challenges. We have little experience in managing these functions simultaneously for multiple projects in development or in building new infrastructure and integrating the operations of various facilities. If we cannot manage this process successfully, we may be subject to operating difficulties, additional expenditures and limited revenue growth.

We need to expand our personnel resources to grow our business effectively. We believe that sustained growth at a higher rate will place a strain on our management, as well as on our other human resources. To manage this growth, we must continue to attract and retain qualified management, professional, scientific and technical and operating personnel. During 2008, the labor market, particularly for highly-specialized scientists and engineers remained tight. If we are unable to recruit a sufficient number of qualified personnel, we may be unable to staff and manage projects adequately; this may slow the rate of growth of our contract research revenue or our product development efforts.

We may not be successful in identifying market needs for new technologies and developing new products to meet those needs.

The success of our business model depends on our ability to identify correctly market needs for new technologies. We intend to identify new market needs, but we may not always have success in doing so, in part, because our contract research largely centers on identification and development of unproven technologies, often for new or emerging markets. Furthermore, we must identify the most promising technologies from a sizable pool of projects. If our commercialization strategy process fails to identify projects with commercial potential or if management does not ensure that such projects advance to the commercialization stage, we may not successfully commercialize new products and grow our revenues.

Our growth strategy requires that we not only identify new technologies that meet market needs, but that we also develop successful commercial products that address those needs. We face several challenges in developing successful new products. Many of our existing products and those currently under development—including our Trimetasphere® carbon nanomaterials, which are nanomaterials in the form of a carbon sphere with three metal atoms enclosed inside—are technologically innovative and require significant and lengthy product development efforts. These efforts include planning, designing, developing and testing at the technological, product and manufacturing-process levels. These activities require us to make significant investments. Although there are many potential applications for our technologies, our resource constraints require us to focus on specific products and to forgo other opportunities. We expect that one or more of the potential products we choose to develop will not be technologically feasible or will not achieve commercial acceptance, and we cannot predict which, if any, of our products we will successfully develop or commercialize. The technologies we research and develop are new and steadily changing and advancing. The products that are derived from these technologies may not be applicable or compatible with the state of technology or demands in existing markets. Our existing products and technologies may become uncompetitive or obsolete if our competitors adapt more quickly than we do to new technologies and changes in customers' requirements. Furthermore, we may not be able to identify if and when new markets will open for our products given that future applications of any given product may not be readily determinable, and we cannot reasonably estimate the size of any markets that may develop. If we are not able to successfully develop new products, we may be unable to increase our product revenues.

The SBA could determine that, as a result of Carilion Clinic's equity ownership, the number of our employees exceeds the size limitation placed on SBA contract and SBIR grant recipients, and therefore we will not be eligible to receive future SBA contracts and SBIR grants.

In addition to the U.S. ownership eligibility criteria discussed above, to be eligible for SBA contracts and SBIR grants, the number of our employees including those of any entities that are considered to be affiliated with us, cannot exceed 500. As of September 30, 2009, we, including all of our divisions, had approximately 205 full and part time employees. However, in determining whether we are affiliated with any other entity, the SBA analyzes whether another entity controls or has the power to control us. If the SBA determines that another entity controls or has the power to control us, it will aggregate that entity's employees (and the employees of its subsidiaries and affiliates) with our own for purposes of applying the 500 employee test.

The SBA may make an affiliation determination based on stock ownership. For example, the SBA may presume that two or more entities have the power to control a company if the entities each own, control or has the power to control, less than 50 percent of the company's stock, such minority holdings are equal or approximately equal in size, and the aggregate of the minority holdings is large as compared to any other stock holding. However, this presumption may be rebutted by showing that such control or power to control does not in fact exist. As of December 31, 2008, Carilion Clinic held approximately 20% of our outstanding common stock, and Dr. Kent Murphy held approximately 24% of our outstanding common stock. Thus, applying the criteria stated above, the SBA could find that both Carilion Clinic and Dr. Murphy own less than 50% of the stock, their percentages are roughly equal, and their respective percentages are large compared to any other stock holding. We believe that the relative beneficial ownership of our individual stockholders rebuts the presumption of control by Carilion Clinic because the shares held by our executive officers and directors constitute the controlling interest in us. However, if the SBA were to make a determination that we are affiliated with Carilion Clinic, we would exceed the size limitations as Carilion Clinic has over 500 employees, and we therefore would lose eligibility for new SBA contracts, public contracts, grants and other awards that are set aside for small businesses, including SBIR grants.

If we are unable to secure third-party reimbursement for our health care products, including our EDAC® Product, our revenue and net loss could be adversely affected.

In both the United States and foreign markets where we intend to sell our medical products, third-party payers such as the government and health insurance companies are generally responsible for hospital and doctor reimbursement for medical products and services. Governments and insurance companies carefully review and increasingly challenge the prices charged for medical products and services. Reimbursement rates from private insurance companies vary depending on the procedure performed, the third party involved, the insurance plan involved, and other factors. In the United States, reimbursement for medical procedures under the Medicare and Medicaid programs is administered by Centers for Medicare & Medicaid Services. Medicare reimburses both hospitals and physicians a pre-determined, fixed amount based on the procedure performed. This fixed amount is paid regardless of the actual costs incurred by the hospital or physician in furnishing the care and is often unrelated to the specific devices used in that procedure. Thus, any reimbursements that hospitals or physicians obtain for using our medical products will generally have to cover any additional costs that hospitals incur in purchasing such products.

Hospitals and medical centers to which we intend to sell our EDAC® product typically bill the services performed with our products to various third-party payers, such as Medicare, Medicaid and other government programs and private insurance plans. If hospitals do not obtain sufficient reimbursement from third-party payors' for procedures performed with our products, or if governmental and private payors' policies do not permit reimbursement for services performed using our products, demand for our product may be negatively impacted.

In countries outside the United States, reimbursement is obtained from various sources, including governmental authorities, private health insurance plans and labor unions. To sell our product in foreign markets, we may need to seek international reimbursement approvals. We cannot be certain whether such required approvals will be obtained in a timely manner or at all.

Furthermore, any regulatory or legislative developments in domestic or foreign markets that eliminate or reduce reimbursement rates for procedures performed with our products could harm our ability to sell our products or cause downward pressure on the prices of our products, either of which would have a negative effect on our product revenue and net loss.

We face and will face substantial competition in several different markets that may adversely affect our results of operations.

We face or will face substantial competition from a variety of companies in several different markets. Our competitors in contract research include, but are not limited to, companies such as General Dynamics Corporation, Lockheed Martin Corporation, SAIC, Inc. and SRA International, Inc. In the instrumentation and test and measurement products market, our competitors include, but are not limited to, large companies such as Agilent Technologies, Inc., Analog Devices, Inc., Freescale Semiconductor, Inc., JDS Uniphase Corp., Robert Bosch GmbH and Silicon Sensing, as well as emerging companies. In addition, in the MRI contrast agent market our competitors include Amersham Plc, Berlex Laboratories, Inc., Bracco Diagnostics, Inc., and Mallinckrodt Inc.

The products that we have developed or are currently developing will compete with other technologically innovative products as well as products incorporating conventional materials and technologies. We expect that our products will face competition in a wide range of industries, including telecommunications, industrial instrumentation, healthcare, military and security applications.

Many of our competitors have longer operating histories, greater name recognition, larger customer bases and significantly greater financial, sales and marketing, manufacturing, distribution, technical and other resources than we do. These competitors may be able to adapt more quickly to new or emerging technologies and changes in customer requirements. In addition, current and potential competitors have established or may establish financial or strategic relationships among themselves or with existing or potential customers or other third parties. Accordingly, new competitors or alliances among competitors could emerge and rapidly acquire significant market share. We cannot assure you that we will be able to compete successfully against current or new competitors, in which case our net revenues may fail to increase or may decline.

We have limited experience manufacturing our products in commercial quantities in a cost-effective manner, which could adversely impact our business.

In the past, we produced most of our products on a custom order basis rather than pursuant to large contracts that require production on a large volume basis. Accordingly, other than the commercial manufacture of products by our Luna Technologies Division, we have no experience manufacturing products in large volume. Because our experience in large scale manufacturing is limited, we may encounter unforeseen difficulties in our efforts to manufacture other products or materials in commercial quantities or have to rely on third party contractors over which we may not have direct control to manufacture our products. For example, we may need to develop or in-license Trimetasphere® nanomaterial purification and isolation technology, which would result in manufacturing delays or shortfalls. We may also encounter difficulties and delays in manufacturing our products for the following reasons:

- we may need to expand our manufacturing operations, and our production processes may have to change to accommodate this growth;
- to increase our manufacturing output significantly, we will have to attract and retain qualified employees, who are in short supply, for the assembly and testing operations;
- we might have to sub-contract to outside manufacturers which might limit our control of costs and processes; and

- our manufacturing operations may have to comply with government specifications.

If we are unable to keep up with demand for our products, our revenues could be impaired, market acceptance for our products could be adversely affected and our customers might instead purchase our competitors' products. Moreover, failure to develop and maintain a U.S. market for goods developed with U.S. government-licensed technology may result in the cancellation of the relevant U.S. government licenses. Our inability to manufacture our products successfully would have a material adverse effect on our revenues.

Even if we are able to manufacture our products on a commercial scale, the cost of manufacturing our products may be higher than we expect. If the costs associated with manufacturing are not significantly less than the prices at which we can sell our products, we may not be able to operate at a profit.

Our nanotechnology-enabled products are new and may be, or may be perceived as being, harmful to human health or the environment.

While we believe that none of our current products contain chemicals known by us to be hazardous or subject to environmental regulation, it is possible our current or future products, particularly carbon-based nanomaterials, may become subject to environmental or other regulation. We intend to develop and sell carbon-based nanomaterials as well as nanotechnology-enabled products, which are products that include nanomaterials as a component to enhance those products' performance. Nanomaterials and nanotechnology-enabled products have a limited historical safety record. Because of their size or shape or because they may contain harmful elements, such as gadolinium and other rare-earth metals, our products could pose a safety risk to human health or the environment. These characteristics may also cause countries to adopt regulations in the future prohibiting or limiting the manufacture, distribution or use of nanomaterials or nanotechnology-enabled products. Such regulations may inhibit our ability to sell some products containing those materials and thereby harm our business or impair our ability to develop commercially viable products.

The subject of nanotechnology has received negative publicity and has aroused public debate. Government authorities could, for social or other purposes, prohibit or regulate the use of nanotechnology. Ethical and other concerns about nanotechnology could adversely affect acceptance of our potential products or lead to government regulation of nanotechnology-enabled products.

We face risks associated with our international business.

Our Luna Technologies Division and our Luna nanoWorks Division currently conduct business internationally and we might considerably expand our international activities in the future. Our international business operations are subject to a variety of risks associated with conducting business internationally, including:

- having to comply with U.S. export control regulations and policies that restrict our ability to communicate with non-U.S. employees and supply foreign affiliates and customers;
- changes in or interpretations of foreign regulations that may adversely affect our ability to sell our products, perform services or repatriate profits to the United States;
- the imposition of tariffs;
- hyperinflation or economic or political instability in foreign countries;
- imposition of limitations on or increase of withholding and other taxes on remittances and other payments by foreign subsidiaries or joint ventures;
- conducting business in places where business practices and customs are unfamiliar and unknown;
- the imposition of restrictive trade policies;
- the imposition of inconsistent laws or regulations;
- the imposition or increase of investment and other restrictions or requirements by foreign governments;
- uncertainties relating to foreign laws and legal proceedings;
- having to comply with a variety of U.S. laws, including the Foreign Corrupt Practices Act; and
- having to comply with licensing requirements.

We do not know the impact that these regulatory, geopolitical and other factors may have on our international business in the future.

We may be obligated to repay part of the proceeds received in connection with a grant from the City of Danville, Virginia, for failing to make certain agreed upon expenditures and failing to meet certain employment obligations.

In March 2004, we received a grant of $900,000 from the City of Danville, Virginia under a Grant Agreement to support the expansion of economic and commercial growth within the City. Under the Grant Agreement, we agreed to locate a nanomaterials manufacturing and research facility and maintain its operations in Danville until March 25, 2009. Our obligations under this Grant

Agreement require us to incur significant expenditures in order to retain such proceeds from the grant. Specifically, we agreed under the Grant Agreement to invest at least $5.2 million in capital equipment expenditures and $1.2 million in certain facilities by September 25, 2006 and to maintain such investments in our Danville facility until March 25, 2009. We also agreed to create by September 25, 2006 at least 54 new full-time jobs at the Danville facility at an average annual wage of at least $39,000 plus benefits, and to maintain these jobs at such facility until March 25, 2009. These contractual requirements obligate us to an annual payroll obligation exceeding $2.0 million until March 25, 2009. To the extent such hiring results in salaries in excess of the required minimum wages, our annual payroll obligation could be substantially greater than $2.0 million.

In December 2008, we received a determination letter from the City of Danville that we had met 100% of the grant relating to job creation, and 29% relating to capital expenditures.

As of September 30, 2009, we had only partially met the remaining capital expenditure milestones, and, as a result, we recognized revenue of $35,035 in May of 2009. On July 14, 2009, we were asked to repay $107,965 under the Grant Agreement based on a computation of the pro rata amount of capital expenditures falling below required levels. We have classified this amount and the remaining unearned revenue of $88,750 as a current liability subject to compromise on our balance sheet as of September 30, 2009.

RISKS RELATING TO OUR REGULATORY ENVIRONMENT

As a provider of contract research to the U.S. government, we are subject to federal rules, regulations, audits and investigations, the violation or failure of which could adversely affect our business.

We must comply with and are affected by laws and regulations relating to the award, administration and performance of U.S. government contracts. Government contract laws and regulations affect how we do business with our government customers and, in some instances, impose added costs on our business. A violation of specific laws and regulations could result in the imposition of fines and penalties or the termination of our contracts or debarment from bidding on contracts. In some instances, these laws and regulations impose terms or rights that are more favorable to the government than those typically available to commercial parties in negotiated transactions. For example, the U.S. government may terminate any of our government contracts and, in general, subcontracts, at their convenience, as well as for default based on performance.

In addition, U.S. government agencies, including the Defense Contract Audit Agency and the Department of Labor, routinely audit and investigate government contractors. These agencies review a contractor’s performance under its contracts, cost structure and compliance with applicable laws, regulations and standards. The U.S. government also may review the adequacy of, and a contractor’s compliance with, its internal control systems and policies, including the contractor’s purchasing, property, estimating, compensation and management information systems. Any costs found to be improperly allocated to a specific contract will not be reimbursed, while such costs already reimbursed must be refunded. If an audit uncovers improper or illegal activities, we may be subject to civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or prohibition from doing business with the U.S. government. In addition, our reputation could suffer serious harm if allegations of impropriety were made against us.

In addition to the risk of government audits and investigations, U.S. government contracts and grants impose requirements on contractors and grantees relating to ethics and business practices, which carry civil and criminal penalties ranging from monetary fines, assessments, loss of the ability to do business with the U.S. government and certain other criminal penalties.

We may also be prohibited from commercially selling certain products that we develop under our Technology Development Division or related products based on the same core technologies if the U.S. government determines that the commercial availability of those products could pose a risk to national security. For example, certain of our wireless technologies have been classified as secret by the U.S. government and as a result we cannot sell them commercially. Any of these determinations would limit our ability to generate product sales and license revenues.

Our operations are subject to domestic and foreign laws, regulations and restrictions, and noncompliance with these laws, regulations and restrictions could expose us to fines, penalties, suspension or debarment, which could have a material adverse effect on our profitability and overall financial position.

Our international sales subject us to numerous U.S. and foreign laws and regulations, including, without limitation, regulations relating to imports, exports (including the Export Administration Regulations and the International Traffic in Arms Regulations), technology transfer restrictions, anti-boycott provisions, economic sanctions and the Foreign Corrupt Practices Act. Failure by us or our sales representatives or consultants to comply with these laws and regulations could result in administrative, civil, or criminal liabilities and could result in suspension of our export privileges, which could have a material adverse effect on our business. Changes in regulation or political environment may affect our ability to conduct business in foreign markets including investment, procurement, and repatriation of earnings.

Our health care and medical products are subject to a lengthy and uncertain domestic regulatory approval process. If we do not obtain and maintain the necessary domestic regulatory approvals or clearances, we will not be able to market and sell our products for clinical use in the United States.

Certain of our current and potential products will require regulatory clearances or approvals prior to commercialization. In particular, our Trimetasphere® nanomaterial-based MRI contrast agent and our EDAC® ultrasound diagnostic devices for measuring certain medical conditions will be considered a drug and medical devices, respectively, under the Federal Food, Drug & Cosmetic Act, or FDC Act. Drugs and some medical devices are subject to rigorous preclinical testing and other approval requirements by the Food and Drug Administration, or FDA, pursuant to the FDC Act, and regulations under the FDC Act, as well as by similar health authorities in foreign countries. Various federal statutes and regulations also govern or influence the testing, manufacturing, safety, labeling, packaging, advertising, storage, registration, listing and recordkeeping related to marketing of these products. The process of obtaining these clearances or approvals and the subsequent compliance with appropriate federal statutes and regulations require the expenditure of substantial resources, which we may not be able to obtain on favorable terms, if at all. We cannot be certain that any required FDA or other regulatory approval will be granted or, if granted, will not be withdrawn. Our failure to obtain the necessary regulatory approvals, or our failure to obtain them in a timely manner, will prevent or delay our commercialization of new products and our business or our stock price could be adversely affected.

In general, the FDA regulates the research, testing, manufacturing, safety, labeling, storage, record keeping, promotion, distribution and production of medical devices in the United States to ensure that medical products distributed domestically are safe and effective for their intended uses. In order for us to market our EDAC® product or other products for clinical use in the United States, we generally must first obtain clearance from the FDA pursuant to Section 510(k) of the Food, Drug, and Cosmetic Act, which has occurred in the case of the EDAC® product. Clearance under Section 510(k) requires demonstration that a new device is substantially equivalent to another device with 510(k) clearance or grandfather status. If we significantly modify our products after they receive FDA clearance, the FDA may require us to submit a separate 510(k) or premarket approval application, or PMA, for the modified product before we are permitted to market the products in the U.S. In addition, if we develop products in the future that are not considered to be substantially equivalent to a device with 510(k) clearance or grandfather status, we will be required to obtain FDA approval by submitting a PMA.

The FDA may not act favorably or quickly in its review of our 510(k) or PMA submissions, or we may encounter significant difficulties and costs in our efforts to obtain FDA clearance or approval, all of which could delay or preclude sale of new products for clinical use in the United States. Furthermore, the FDA may request additional data or require us to conduct further testing, or compile more data, including clinical data and clinical studies, in support of a 510(k) submission. The FDA may also, instead of accepting a 510(k) submission, require us to submit a PMA, which is typically a much more complex and burdensome application than a 510(k). To support a PMA, the FDA would likely require that we conduct one or more clinical studies to demonstrate that the device is safe and effective. We may not be able to meet the requirements to obtain 510(k) clearance or PMA approval, or the FDA may not grant any necessary clearances or approvals. In addition, the FDA may place significant limitations upon the intended use of our products as a condition to a 510(k) clearance or PMA approval. Product applications can also be denied or withdrawn due to failure to comply with regulatory requirements or the occurrence of unforeseen problems following clearance or approval. Any delays or failure to obtain FDA clearance or approvals of new products we develop, any limitations imposed by the FDA on new product use, or the costs of obtaining FDA clearance or approvals could have a material adverse effect on our business, financial condition and results of operations.

Complying with FDA regulations is an expensive and time-consuming process. Our failure to comply fully with such regulations could subject us to enforcement actions.

Our commercially distributed medical device products will be subject to numerous post-market regulatory requirements, including the following:

- Quality System Regulation, or QSR, which requires manufacturers to follow elaborate design, testing, control, documentation and other quality assurance procedures during the manufacturing process;
- labeling regulations;
- the FDA's general prohibition against false or misleading statements in the labeling or promotion of products for unapproved or "off-label" uses;
- the Reports of Corrections and Removals regulation, which requires that manufacturers report to the FDA recalls and field corrective actions taken to reduce a risk to health or to remedy a violation of the FFDCA that may pose a risk to health; and
- the Medical Device Reporting regulation, which requires that manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur.

We will also become subject to inspection and marketing surveillance by the FDA to determine our compliance with regulatory requirements. If the FDA finds that we have failed to comply, it can institute a wide variety of enforcement actions, ranging from a regulatory letter to a public warning letter to more severe civil and criminal sanctions. Our failure to comply with applicable requirements could lead to an enforcement action that may have an adverse effect on our financial condition and results of operations.

If our manufacturing facilities do not meet Federal, State or foreign country manufacturing standards, we may be required to temporarily cease all or part of our manufacturing operations, which would result in product delivery delays and negatively impact revenue.

Our manufacturing facilities are subject to periodic inspection by regulatory authorities and our operations will continue to be regulated by the FDA for compliance with Good Manufacturing Practice requirements contained in the FDA's Quality System Regulations, or QSR. We are also required to comply with International Organization for Standardization, or ISO, quality system standards in order to produce products for sale in Europe. If we fail to continue to comply with Good Manufacturing Practice requirements or ISO standards, we may be required to cease all or part of our operations until we comply with these regulations. Obtaining and maintaining such compliance is difficult and costly. We cannot be certain that our facilities will be found to comply with Good Manufacturing Practice requirements or ISO standards in future inspections and audits by regulatory authorities.

Our medical products are subject to various international regulatory processes and approval requirements. If we do not obtain and maintain the necessary international regulatory approvals, we may not be able to market and sell our medical products in foreign countries.

To be able to market and sell our products in other countries, we must obtain regulatory approvals and comply with the regulations of those countries. These regulations, including the requirements for approvals and the time required for regulatory review, vary from country to country. Obtaining and maintaining foreign regulatory approvals are expensive, and we cannot be certain that we will receive regulatory approvals in any foreign country in which we plan to market our products. If we fail to obtain regulatory approval in any foreign country in which we plan to market our products, our ability to generate revenue will be harmed.

The European Union requires that manufacturers of medical products obtain the right to affix the CE mark to their products before selling them in member countries of the European Union. The CE mark is an international symbol of adherence to quality assurance standards and compliance with applicable European medical device directives. In order to obtain the right to affix the CE mark to products, a manufacturer must obtain certification that its processes meet certain European quality standards.

We have not yet received permission to affix the CE mark to our medical products. We do not know whether we will be able to obtain permission to affix the CE mark for new or modified products. If we are unable to obtain permission to affix the CE mark to our products, we will not be able to sell our products in member countries of the European Union.

We are subject to significant foreign and domestic government regulations, including environmental and health and safety regulations, and failure to comply with these regulations could harm our business.

Our facilities and current and proposed activities involve the use of a broad range of materials that are considered hazardous under applicable laws and regulations. Accordingly, we are subject to a number of foreign, federal, state, and local laws and regulations relating to health and safety, protection of the environment, and the storage, use, disposal of, and exposure to, hazardous materials and wastes. We could incur costs, fines and civil and criminal penalties, personal injury and third party property damage claims, or could be required to incur substantial investigation or remediation costs if we were to violate or become liable under environmental, health and safety laws. Moreover, a failure to comply with environmental laws could result in fines and the revocation of environmental permits, which could prevent us from conducting our business. Liability under environmental laws can be joint and several and without regard to fault. There can be no assurance that violations of environmental health and safety laws will not occur in the future as a result of the inability to obtain permits, human error, equipment failure or other causes. Environmental laws could become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violations, which could harm our business. Accordingly, violations of present and future environmental laws could restrict our ability to expand facilities, pursue certain technologies, and could require us to acquire costly equipment, or to incur potentially significant costs to comply with environmental regulations.

The European Union Directive 2002/96/EC on Waste Electrical and Electronic Equipment, known as the "WEEE Directive," requires producers of certain electrical and electronic equipment, including monitoring instruments, to be financially responsible for specified collection, recycling, treatment and disposal of past and present covered products placed on the market in the European Union. As a manufacturer of covered products, we may be required to register as a producer in some European Union countries, and we may incur some financial responsibility for the collection, recycling, treatment and disposal of both new product sold, and product already sold prior to the WEEE Directive's enforcement date, including the products of other manufacturers where these are replaced by our own products. European Union Directive 2002/95/EC on the Restriction of the use of Hazardous Substances in electrical and electronic equipment, known as the "RoHS Directive," restricts the use of certain hazardous substances, including mercury, lead and cadmium in specified covered products; however, the RoHS Directive currently exempts monitoring instruments from its requirements. If the European Commission were to remove this exemption in the future, we would be required to change our manufacturing processes and redesign products regulated under the RoHS Directive in order to be able to continue to offer them for sale within the European Union. For some products, substituting certain components containing regulated hazardous substances may

be difficult, costly or result in production delays. We will continue to review the applicability and impact of both directives on the sale of our products within the European Union, and although we cannot currently estimate the extent of such impact, they are likely to result in additional costs and could require us to redesign or change how we manufacture our products, any of which could adversely affect our operating results. Failure to comply with the directives could result in the imposition of fines and penalties, inability to sell covered products in the European Union and loss of revenues.

Compliance with foreign, federal, state and local environmental laws and regulations represents a small part of our present budget. If we fail to comply with any such laws or regulations, however, a government entity may levy a fine on us or require us to take costly measures to ensure compliance. Any such fine or expenditure may adversely affect our development. We are committed to complying with and, to our knowledge, are in compliance with, all governmental regulations. We cannot predict the extent to which future legislation and regulation could cause us to incur additional operating expenses, capital expenditures, or restrictions and delays in the development of our products and properties.

RISKS RELATING TO OUR INTELLECTUAL PROPERTY

Our proprietary rights may not adequately protect our technologies.

Our commercial success will depend in part on our obtaining and maintaining patent, trade secret, copyright and trademark protection of our technologies in the United States and other jurisdictions as well as successfully enforcing this intellectual property and defending this intellectual property against third-party challenges. We will only be able to protect our technologies from unauthorized use by third parties to the extent that valid and enforceable intellectual property protections, such as patents or trade secrets, cover them. In particular, we place considerable emphasis on obtaining patent and trade secret protection for significant new technologies, products and processes. Furthermore, the degree of future protection of our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. The degree of future protection of our proprietary rights is also uncertain for products that are currently in the early stages of development—such as the Trimetasphere® carbon nanomaterials products—because we cannot predict which of these products will ultimately reach the commercial market or whether the commercial versions of these products will incorporate proprietary technologies.

Our patent position is highly uncertain and involves complex legal and factual questions. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our patents or in third-party patents. For example:

- we or our licensors might not have been the first to make the inventions covered by each of our pending patent applications and issued patents;
- we or our licensors might not have been the first to file patent applications for these inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies;
- it is possible that none of our pending patent applications or the pending patent applications of our licensors will result in issued patents;
- our issued patents and issued patents of our licensors may not provide a basis for commercially viable technologies, may not provide us with any competitive advantages, or may be challenged and invalidated by third parties; and
- we may not develop additional proprietary technologies that are patentable.

Patents may not be issued for any pending or future pending patent applications owned by or licensed to us, and claims allowed under any issued patent or future issued patent owned or licensed by us may not be valid or sufficiently broad to protect our technologies. Moreover, protection of certain of our intellectual property may be unavailable or limited in the United States or in foreign countries, and certain of our products—including our Trimetasphere® carbon nanomaterials products—do not have foreign patent protection. Any issued patents owned by or licensed to us now or in the future may be challenged, invalidated, or circumvented, and the rights under such patents may not provide us with competitive advantages. In addition, competitors may design around our technology or develop competing technologies. Intellectual property rights may also be unavailable or limited in some foreign countries, and in the case of certain products no foreign patents were filed or can be filed. This could make it easier for competitors to capture or increase their market share with respect to related technologies. As in our litigation with Hansen Medical, Inc. described in Part I, Item 3 below, we could incur substantial costs to bring suits in which we may assert our patent rights against others or defend ourselves in suits brought against us. An unfavorable outcome of any such litigation could have a material adverse effect on our business and results of operations.

We also rely on trade secrets to protect our technology, especially where we believe patent protection is not appropriate or obtainable. However, trade secrets are difficult to protect. We regularly attempt to obtain confidentiality agreements and contractual provisions with our collaborators, employees, and consultants to protect our trade secrets and proprietary know-how. These agreements may be breached and or may not have adequate remedies for such breach. While we use reasonable efforts to protect our trade secrets, our employees, consultants, contractors or scientific and other advisors, or those of our strategic partners, may unintentionally or willfully disclose our information to competitors. If we were to enforce a claim that a third party had illegally obtained and was using our trade secrets, our enforcement efforts would be expensive and time consuming, and the outcome would be

unpredictable. In addition, courts outside the United States are sometimes unwilling to protect trade secrets. Moreover, if our competitors independently develop equivalent knowledge, methods and know-how, it will be more difficult for us to enforce our rights and our business could be harmed.

If we are not able to defend the patent or trade secret protection position of our technologies, then we will not be able to exclude competitors from developing or marketing competing technologies, and we may not generate enough revenues from product sales to justify the cost of development of our technologies and to achieve or maintain profitability.

We also rely on trademarks to establish a market identity for Luna and Luna products. To maintain the value of our trademarks, we might have to file lawsuits against third parties to prevent them from using trademarks confusingly similar to or dilutive of our registered or unregistered trademarks. Also, we might not obtain registrations for our pending trademark applications, and might have to defend our registered trademark and pending trademark applications from challenge by third parties. Enforcing or defending our registered and unregistered trademarks might result in significant litigation costs and damages, including the inability to continue using certain trademarks.

Third parties may claim that we infringe their intellectual property, and we could suffer significant litigation or licensing expense as a result.

Various U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in our technology areas. Such third parties may claim that we infringe their patents. Because patent applications can take several years to result in a patent issuance, there may be currently pending applications, unknown to us, which may later result in issued patents that our technologies may infringe. For example, we are aware of competitors with patents in technology areas applicable to our optical test equipment products. Such competitors may allege that we infringe these patents. There could also be existing patents of which we are not aware that our technologies may inadvertently infringe. If third parties assert claims against us alleging that we infringe their patents or other intellectual property rights—including third parties that have asserted claims against businesses that we have acquired prior to our acquisition of these businesses—we could incur substantial costs and diversion of management resources in defending these claims, and the defense of these claims could have a material adverse effect on our business, financial condition, and results of operations. In addition, if third parties assert claims against us and we are unsuccessful in defending against these claims, these third parties may be awarded substantial damages, as well as injunctive or other equitable relief against us, which could effectively block our ability to make, use, sell, distribute, or market our products and services in the United States or abroad.

Commercial application of nanotechnologies in particular, or technologies involving nanomaterials, is new and the scope and breadth of patent protection is uncertain. Consequently, the patent positions of companies involved in nanotechnologies have not been tested and complex legal and factual questions for which important legal principles will be developed or may remain unresolved. In addition, it is not clear whether such patents will be subject to interpretations or legal doctrines that differ from conventional patent law principles. Changes in either the patent laws or in interpretations of patent laws in the United States and other countries may diminish the value of our nanotechnology-related intellectual property. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our nanotechnology-related patents or in third party patents.

In the event that a claim relating to intellectual property is asserted against us, or third parties not affiliated with us hold pending or issued patents that relate to our products or technology, we may seek licenses to such intellectual property or challenge those patents. However, we may be unable to obtain these licenses on commercially reasonable terms, if at all, and our challenge of the patents may be unsuccessful. Our failure to obtain the necessary licenses or other rights could prevent the sale, manufacture, or distribution of our products and, therefore, could have a material adverse effect on our business, financial condition, and results of operations.

A substantial portion of our technology is subject to retained rights of our licensors, and we may not be able to prevent the loss of those rights or the grant of similar rights to third parties.

A substantial portion of our technology is licensed from academic institutions, corporations and government agencies. Under these licensing arrangements, a licensor may obtain rights over the technology, including the right to require us to grant a license to one or more third parties selected by the licensor or that we provide licensed technology or material to third parties for non-commercial research. The grant of a license for any of our core technologies to a third party could have a material and adverse effect on our business. In addition, some of our licensors retain certain rights under the licenses, including the right to grant additional licenses to a substantial portion of our core technology to third parties for noncommercial academic and research use. It is difficult to monitor and enforce such noncommercial academic and research uses, and we cannot predict whether the third party licensees would comply with the use restrictions of such licenses. We have incurred and could incur substantial expenses to enforce our rights against them. We also may not fully control the ability to assert or defend those patents or other intellectual property which we have licensed from other entities, or which we have licensed to other entities.

In addition, some of our licenses with academic institutions give us the right to use certain technology previously developed by researchers at these institutions. In certain cases we also have the right to practice improvements on the licensed technology to the extent they are encompassed by the licensed patents and within our field of use. Our licensors may currently own and may in the

future obtain additional patents and patent applications that are necessary for the development, manufacture and commercial sale of our anticipated products. We may be unable to agree with one or more academic institutions from which we have obtained licenses that certain intellectual property developed by researchers at these academic institutions is covered by our existing licenses. In the event that the new intellectual property is not covered by our existing licenses, we would be required to negotiate a new license agreement. We may not be able to reach agreement with current or future licensors on commercially reasonable terms, if at all, or the terms may not permit us to sell our products at a profit after payment of royalties, which could harm our business.

Some of our patents may cover inventions that were conceived or first reduced to practice under, or in connection with, U.S. government contracts or other federal funding agreements. With respect to inventions conceived or first reduced to practice under a federal funding agreement, the U.S. government may retain a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the invention throughout the world. We may not be successful or succeed in our efforts to retain title in patents, maintain ownership of intellectual property or in limiting the U.S. government's rights in our proprietary technologies and intellectual property whether such intellectual property was developed in the performance of a federal funding agreement or developed at private expense.

The Reorganization may give our licensors an additional right to cancel our licenses.

RISKS RELATING TO OUR COMMON STOCK

Reorganization may eliminate the value of our Common Stock

As described above, if our Plan is not confirmed or the amount of liability to Hansen is not significantly reduced, the value of our common stock may be eliminated as a part of our Reorganization or if we are liquidate under Chapter 7 of the Bankruptcy Code.

We are not presently in compliance with all applicable listing requirements or standards of the NASDAQ Capital Market and NASDAQ could delist our common stock.

Our common stock is listed on the NASDAQ Capital Market. In order to maintain that listing, we must satisfy minimum financial and other continued listing requirements and standards. On July 17, we received a delisting notification from NASDAQ as a result of our filing for Reorganization. On July 30, 2009, we received an additional notice of deficiency from NASDAQ indicating that we no longer complied with the independent director requirement as set forth in Rule 5605. We filed an appeal of delisting, and our appeal was heard before NASDAQ on August 27, 2009. We received notice on September 8, 2009, that the NASDAQ Listing Qualifications Hearings Panel (the "Panel") has determined to transfer the Company's shares of common stock from the NASDAQ Global Market to the NASDAQ Capital Market and continue listing of its shares. The Company's continued listing on the NASDAQ Capital Market is conditioned on (i) the filing of its Form 10-Q for the quarter ended June 30, 2009, on or before September 9 2009, (ii) the provision to the Panel of monthly updates and prompt notice of any events that would affect its ability to obtain compliance with the NASDAQ Capital Market's applicable listing standards, and (iii) the Company's emergence from reorganization under Chapter 11 of the U.S. Bankruptcy Code on or before December 31, 2009, and successful application for initial listing to the NASDAQ Capital Market.

In addition, we are not presently in compliance with the initial listing requirements and standards of the NASDAQ Capital Market set forth in Rule 5505, including the following requirements: (1) minimum bid price of $4 per share; (2) stockholder's equity of at least $5 million; and (3) a market value of publicly held shares of at least $15 million. There can be no assurances that we will have completed the Reorganization and complied with such listing requirements on or before December 31, 2009 or that such compliance date can be extended. Moreover even in the event we emerge from bankruptcy and resolve the Hansen litigation, we may have difficulty meeting such initial listing standards. In the event that our common stock is not eligible for quotation on another market or exchange, trading of our common stock could be conducted in the over-the-counter market or on an electronic bulletin board established for unlisted securities such as the Pink Sheets or the OTC Bulletin Board. In such event, it could become more difficult to dispose of, or obtain accurate quotations for the price of our common stock, and there would likely also be a reduction in our coverage by security analysts and the news media, which could cause the price of our common stock to decline further. Also in such event, it may be difficult for us to raise additional capital if we are not listed on a major exchange.

Our common stock price has been volatile and we expect that the price of our common stock will fluctuate substantially in the future.

Before our initial public offering, there was no public market for our common stock, and in the future, an active public trading market may not be sustained. The public trading price for our common stock will continue to be affected by a number of factors, including:

- changes in earnings estimates, investors' perceptions, recommendations by securities analysts or our failure to achieve analysts' earnings estimates;
- changes in our status as an entity eligible to receive SBIR contracts and grants;
- quarterly variations in our or our competitors' results of operations;

- general market conditions and other factors unrelated to our operating performance or the operating performance of our competitors;
- announcements by us, or our competitors, of acquisitions, new products, significant contracts, commercial relationships or capital commitments;
- commencement of, or involvement in, litigation such as our litigation with Hansen;
- any major change in our board of directors or management;
- changes in governmental regulations or in the status of our regulatory approvals;
- announcements related to patents issued to us or our competitors and to litigation;
- a lack of, limited or negative industry or security analyst coverage; and
- developments in our industry.

In addition, the stock prices of many technology companies have experienced wide fluctuations that have often been unrelated to the operating performance of those companies. These factors may materially and adversely affect the market price of our common stock.

If there are substantial sales of our common stock, our stock price could decline.

If our existing stockholders sell a large number of shares of our common stock or the public market perceives that these sales may occur, the market price of our common stock could decline.

As of the date of our initial public offering, employees and former employees holding approximately 1.8 million shares of our common stock or options exercisable for our common stock had entered into an agreement to not sell more than 20.0% of such shares in any year during the five years following the effective date of our initial public offering, provided that if any shares subject to such annual limit are not sold in a given year then such shares may be sold in subsequent years. In addition, certain members of our management holding options exercisable for approximately 2.2 million shares of our common stock had entered into an agreement not to sell more than 15.0% of such shares in any year during the five years following the effective date of such initial public offering. On January 23, 2007, certain members of our management team entered into amended and restated stock sale restriction agreements whereby such officers agreed not to sell more than a fixed number of beneficially held shares of our common stock for a two year period ending December 31, 2008. On February 27, 2008, certain members of our management team entered into a second amended and restated stock sale restriction agreement whereby such officers agreed not to sell more than a fixed number of beneficially held shares of our common stock for a two year period ending December 31, 2010. As of December 31, 2008, such officers beneficially owned an aggregate of 3,485,746 shares of our common stock, including vested and unvested options to purchase common stock, which are subject to the sale restriction agreements. We have the right to waive any of these resale restrictions for employees and management at our discretion, and in such instance, the shares would become freely tradable.

Our financial results may vary significantly from period to period, which may reduce our stock price.

Historically, our financial results have exhibited significant seasonality. For example, we typically have lower product and license revenue in the first half of the year and higher product revenue in the second half of the year. We expect such seasonality to continue. In addition, our financial results may fluctuate as a result of a number of factors, many of which are outside of our control, which may cause the market price of our common stock to fall. For these reasons, comparing our operating results on a period-to-period basis may not be meaningful, and you should not rely on our past results as an indication of our future performance. Our financial results may be negatively affected by any of the risk factors listed in this “Risk Factors” section and, in particular, the following risks:

- a reduction of contract research funding;
- decisions by government agencies, academic institutions or corporations not to exercise contract options or to modify, curtail or terminate our major contracts;
- failure to estimate or control contract costs;
- adverse judgments or settlements in legal disputes;
- expenses related to acquisitions, mergers or joint ventures; and
- other one-time financial charges such as costs and losses related to our litigation with Hansen medical.

If our internal controls over financial reporting are found not to be effective or if we make disclosure of existing or potential significant deficiencies or material weaknesses in those controls, Investors could lose confidence in our financial reports, and our stock price may be adversely affected.

Beginning with our Annual Report for the year ending December 31, 2007, Section 404 of the Sarbanes-Oxley Act of 2002 required us to include an internal control report with our Annual Report on Form 10-K. That report must include management's assessment of the effectiveness of our internal control over financial reporting as of the end of the fiscal year. Additionally, our independent registered public accounting firm will be required to issue a report on management's assessment of our internal control over financial reporting and a report on their evaluation of the operating effectiveness of our internal control over financial reporting beginning with our Annual Report for the year ending December 31, 2009.

We continue to evaluate our existing internal control over financial reporting against the standards adopted by the Public Company Accounting Oversight Board, or PCAOB. During the course of our ongoing evaluation of the internal controls, we may identify areas requiring improvement, and may have to design enhanced processes and controls to address issues identified through this review. Remedying any deficiencies, significant deficiencies or material weaknesses that we or our independent registered public accounting firm may identify, may require us to incur significant costs and expend significant time and management resources. We cannot assure you that any of the measures we implement to remedy any such deficiencies will effectively mitigate or remedy such deficiencies. Investors could lose confidence in our financial reports, and our stock price may be adversely affected, if our internal controls over financial reporting are found not to be effective by management or by an independent registered public accounting firm or if we make disclosure of existing or potential significant deficiencies or material weaknesses in those controls.

As of December 31, 2008, our directors and executive officers collectively controlled approximately 50% of our outstanding common stock.

As of December 31, 2008, our directors and executive officers and their affiliates collectively controlled approximately 50% of our outstanding common stock. As a result, these stockholders, if they act together, will be able to influence our management and affairs and all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. You and other stockholders will have minimal influence over these actions. This concentration of ownership may have the effect of delaying or preventing a change in control of our company and might adversely affect the market price of our common stock.

Anti-takeover provisions in our amended and restated certificate of incorporation and bylaws and Delaware law could discourage a takeover.

Our amended and restated certificate of incorporation and bylaws and Delaware law contain provisions that might enable our management to resist a takeover. These provisions include:

- a classified board of directors;
- advance notice requirements to stockholders for matters to be brought at stockholder meetings;
- a supermajority stockholder vote requirement for amending certain provisions of our amended and restated certificate of incorporation and bylaws; and
- the right to issue preferred stock without stockholder approval, which could be used to dilute the stock ownership of a potential hostile acquirer.

These provisions might discourage, delay or prevent a change in control of our company or a change in our management. The existence of these provisions could adversely affect the voting power of holders of common stock and limit the price that investors might be willing to pay in the future for shares of our common stock.

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

(a) Unregistered Sales of Equity Securities during the Three Months Ended September 30, 2009

Not applicable.

(b) Use of Proceeds from Sale of Registered Equity Securities

On June 2, 2006, our Registration Statement on Form S-1, as amended (Reg. Nos. 333-131764) was declared effective in connection with the initial public offering of our common stock, pursuant to which we registered and directly sold an aggregate of 3,500,000 shares of our common stock at a price to the public of $6.00 per share. The offering closed on June 6, 2006, and, as a result, we received net proceeds of approximately $17.87 million (after underwriters' discounts and commissions of approximately $1.47 million and additional offering-related costs of approximately $1.66 million). The managing underwriter of the offering was ThinkEquity Partners LLC. No payments for such expenses were made directly or indirectly to (i) any of our officers or directors or their associates, (ii) any persons owning 10% or more of any class of our equity securities, or (iii) any of our affiliates.

We are using, or expect to use, the net proceeds of the offering principally to fund further development and expansion of our products and product candidates, in particular our nanomaterial and ultrasound-related medical product candidates, and for general working capital purposes. We may also use a portion of the net proceeds for the acquisition of, or investment in, companies, technologies, products or assets that complement our business. We have no present commitments or binding agreements to enter into any acquisitions or investments. Pending these uses, we intend to continue to invest the net proceeds of our initial public offering in short-term, investment-grade interest-bearing securities or guaranteed obligations of the U.S. government.

(c) Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

ITEM 3. ***DEFAULTS UPON SENIOR SECURITIES***

The Company has long-term notes payable due to Carilion Clinic with $5.0 million outstanding as of September 30, 2009. Our filing for Reorganization on July 17, 2009 constituted an event of default under Section 4(b) of the Carilion notes. Pursuant to Section 5 of these notes, all of the Company's obligations due under the notes are immediately due and payable without presentment, demand, protest or any other notice of any kind. Carilion may also require the Company to pay interest on the unpaid principal balance of the notes at a rate per annum equal to the rate that would otherwise be applicable pursuant to the note plus five percent (5%).

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

None.

ITEM 5. ***OTHER INFORMATION***

None.

ITEM 6. ***EXHIBITS***

The exhibits listed on the Exhibit Index hereto are filed, furnished or incorporated by reference (as stated therein) as part of this Quarterly Report on Form 10-Q.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

Luna Innovations Incorporated

Date: November 13, 2009

By /s/ DALE E. MESSICK

Dale E. Messick
Chief Financial Officer
(Principal Financial and Accounting Officer and duly authorized Officer)

EXHIBIT INDEX

Exhibit Number	Description
2.1	Plan of Reorganization
3.1 (1)	Amended and Restated Certificate of Incorporation of the Registrant. (Exhibit 3.2)
3.2 (2)	Amended and Restated Bylaws of the Registrant. (Exhibit 3.4)
10.1 (3)	Form of Indemnification Agreement
10.2 (4)	Termination of Loan and Security Agreement with Silicon Valley Bank
10.3 (5)	Employment Agreement with Mark Froggatt
31.1	Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of 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 of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(1) Incorporated by reference to exhibits to the Registrant's Current Report on Form 8-K dated June 2, 2006 (file No. 000-52008). The number given in parentheses indicates the corresponding exhibit number in such Form 8-K.

(2) Incorporated by reference to the exhibits to the Registrant's Registration Statement on Form S-1, as amended, dated June 2, 2006 (file No. 333-131764). The number given in parentheses indicates the corresponding exhibit number in such Form S-1.

(3) Incorporated by reference to exhibits to the Registrant's Current Report on Form 8-K dated July 14, 2009 (file No. 000-52008). The number given in parentheses indicates the corresponding exhibit number in such Form 8-K.

(4) Incorporated by reference to exhibits to the Registrant's Current Report on Form 8-K dated July 14, 2009 (file No. 000-52008). The number given in parentheses indicates the corresponding exhibit number in such Form 8-K.

(5) Incorporated by reference to exhibits to the Registrant's Current Report on Form 8-K dated July 14, 2009 (file No. 000-52008). The number given in parentheses indicates the corresponding exhibit number in such Form 8-K.

Exhibit 2.1

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

In re	)	Chapter 11
	)	
Luna Innovations Incorporated and	)	Case Nos. 09-_____ (____)
Luna Technologies, Inc. [1]	)	09-_____ (____)
	)	
Debtors.	)	Jointly Administered

JOINT PLAN OF REORGANIZATION OF LUNA INNOVATIONS INCORPORATED AND LUNA TECHNOLOGIES, INC.

LAURA DAVIS JONES (DE BAR NO. 2436)
DAVID M. BERTENTHAL (CA BAR NO. 167624)
HENRY C. KEVANE (CA BAR NO. 125757)
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A. CARTER MAGEE, JR., ESQ.
MAGEE, FOSTER, GOLDSTEIN & SAYERS, P.C.
310 FIRST STREET, S.W., SUITE 1200
ROANOKE, VIRGINIA 24011
TELEPHONE: 540-343-9800

COUNSEL TO THE DEBTORS, PROPONENTS OF THE PLAN

DATED: JULY 17, 2009

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Luna Innovations Incorporated (0050), and Luna Technologies, Inc. (0845). The address for both Debtors is 1 Riverside Circle, Suite 400, Roanoke, VA 24016.

Table of Contents

The above-captioned debtors (the "Debtors") jointly propose the following plan of reorganization under Section 1121(a) of the Bankruptcy Code for the resolution of the Debtors' outstanding Claims and Interests. All Creditors and other parties-in-interest should refer to the Disclosure Statement for a discussion of each Debtor's history, business, properties, results of operations, events leading up to the contemplated restructuring and for a summary and analysis of the Plan and certain related matters. ***All holders of Claims against, and Interests in, either of the Debtors are encouraged to read the Plan, the Disclosure Statement and the related solicitation materials in their entirety before voting to accept or reject the Plan.***

Subject to the restrictions on modifications set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in Section 10.1 of this Plan, the Proponents expressly reserve the right to alter, amend or modify the Plan one or more times before its substantial consummation.

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

For purposes of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined herein have the meanings ascribed to them in Article 1 of the Plan. Any term used in the Plan that is not defined herein but is defined in the Bankruptcy Code or the Bankruptcy Rules retains the meaning specified for such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. Whenever the context requires, such terms include the plural as well as the singular, the masculine gender includes the feminine gender, and the feminine gender includes the masculine gender.

As used in this Plan, the following terms have the meanings specified below:

1.1 Administrative Claim. A Claim for an expense of administration of the Chapter 11 Cases that is Allowed under Section 503(b) of the Bankruptcy Code and entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including, without limitation: (a) actual and necessary costs and expenses incurred in the ordinary course of the Debtors' businesses; (b) actual and necessary costs and expenses of preserving the Estates or administering the Chapter 11 Cases, and (c) all Professional Fees to the extent Allowed by Final Order under Sections 330, 331, or 503 of the Bankruptcy Code. For purposes of this Plan, Administrative Claims shall also include (i) Plan Payments, if any, (ii) Assumption Obligations, if any, and (iii) fees payable under 28 U.S.C. § 1930.

1.2 Administrative Claim Bar Date. [Date], the last date established under the Disclosure Statement Order by which certain entities asserting an administrative expense against either of the Debtors (except with respect to Professional Fees) must have filed a request for payment with the Bankruptcy Court under Section 503(a) of the Bankruptcy Code, or be forever barred from asserting an administrative expense against the Debtors and/or sharing in any distribution under the Plan.

1.3 Agent. Any shareholder, director, officer, employee, partner, member, agent, attorney, accountant, advisor or other representative of any person or entity (solely in their respective capacities as such, and not in any other capacity)

1.4 Allowed. With respect to any Claim against, or Interest in, the Debtors: (a) proof of which, request for payment of which, or application for allowance of which, was filed on or before the Bar Date, Administrative Claim Bar Date, Rejection Claim Bar Date or Professional Fee Bar Date, as

applicable, for filing proofs of Claim or Interest or requests for payment for Claims of such type against the Debtors; (b) if no proof of Claim or Interest is filed, which has been or is listed by the Debtors in the Schedules as liquidated in amount and not disputed or contingent; or (c) a Claim or Interest that is allowed in any contract, instrument, indenture, or other agreement entered into in connection with the Plan; unless, in any case, such Claim or Interest is Disputed. The term "Allowed," when used to modify a reference in the Plan to any Claim, Interest, Class of Claims or Class of Interests, means a Claim or Interest (or any Claim or Interest in any such Class) that is so allowed. The term "Allowed Claim," will not, for purposes of computing distributions under the Plan, include interest on such claim from and after the respective Petition Dates, other than as permitted under Section 506(b) of the Bankruptcy Code, provided that, the holders of Allowed Class 4 and Class 5 Claims shall be entitled to an additional distribution of interest on account of such claims as provided in Sections 4.4 and 4.5 of the Plan.

1.5 Assumption Obligations. Any undisputed monetary amounts payable to the non-debtor party to any executory contract or unexpired lease, pursuant to Section 365(b)(1) of the Bankruptcy Code, as a condition to the assumption of such contract or lease.

1.6 Bankruptcy Code. Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time and as applicable to the Chapter 11 Cases.

1.7 Bankruptcy Court. The United States Bankruptcy Court for the Western District of Virginia having jurisdiction over the Chapter 11 Cases and, to the extent of any reference under 28 U.S.C. § 157, the unit of such District Court under 28 U.S.C. § 151.

1.8 Bankruptcy Rules. Collectively, the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075 and any Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Cases.

1.9 Bar Date(s). [Date], which is the date fixed by the Bankruptcy Court by which all Persons (except governmental units or holders of Claims that appear in the Schedules and are **not** scheduled as disputed, contingent or unliquidated) asserting a Claim against such Debtors (except Administrative Claims) must file a proof of claim or be forever barred from asserting a Claim against such Debtors or their property, from voting on the Plan, and sharing in distributions under the Plan.

1.10 Business Day. Any day other than a Saturday, Sunday, or legal holiday, as defined in Bankruptcy Rule 9006(a).

1.11 Carilion. Carilion Clinic, formerly known as Carilion Health System, a Virginia non-profit, non-stock corporation.

1.12 Carilion Claims. The Claims of Carilion under the Carilion Notes.

1.13 Carilion Notes. The *Senior Convertible Promissory Notes* in the aggregate principal amount of $5 million issued by Carilion to Luna on or about December 30, 2005, and maturing on December 31, 2012.

1.14 Cash. Cash and cash equivalents including checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks, money orders, negotiable instruments, and wire transfers of immediately available funds.

1.15 Chapter 11 Case(s). The case(s) under Chapter 11 of the Bankruptcy Code in which each Debtor is a debtor and debtor-in-possession pending before the Bankruptcy Court.

1.16 Charter. The articles or certificate of incorporation and the by-laws of a company, and any amendments to the foregoing.

1.17 Claim. A claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including, without limitation: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, arising at any time before the Effective Date; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.18 Class. A category of holders of Claims or Interests which are substantially similar in nature to the Claims or Interests of other holders placed in such category, as designated in Article 3 of this Plan.

1.19 Committee. The Official Committee of Unsecured Creditors, appointed by the United States Trustee in the Chapter 11 Cases in accordance with Section 1102(a)(1) of the Bankruptcy Code, as it may be reconstituted from time to time.

1.20 Confirmation. Entry of the Confirmation Order.

1.21 Confirmation Date. The date on which the Bankruptcy Court enters the Confirmation Order.

1.22 Confirmation Hearing. The hearing or hearings held by the Bankruptcy Court to consider confirmation of the Plan under Section 1129 of the Bankruptcy Code, as such hearing may be adjourned from time to time.

1.23 Confirmation Order. The order of the Bankruptcy Court confirming the Plan in accordance with the Bankruptcy Code.

1.24 Contingent Claim. Any Claim for which a proof of Claim has been filed with the Bankruptcy Court which (a) has not accrued and is dependent on a future event that has not occurred and may never occur, and (b) has not been Allowed on or before the Confirmation Date, or such other date as the Bankruptcy Court may establish.

1.25 Creditor. Has the meaning set forth in Section 101(10) of the Bankruptcy Code.

1.26 Debtors. Collectively, Luna and LTI.

1.27 Disbursing Agent. (i) Reorganized Luna, and (ii) such other person or persons designated to act as, or assist, the disbursing agent under the Plan for the purpose of making the Distributions required under the Plan.

1.28 Disclosure Statement. The disclosure statement relating to the Plan including, without limitation, all exhibits and schedules to such disclosure statement, in the form approved by the Bankruptcy Court under Section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017.

1.29 Disclosure Statement Order. The *[Order (1) Approving Disclosure Statement, and (2) Establishing (a) Transmittal, Voting and Confirmation Procedures, and (b) Administrative Claim Bar Date]*, entered by the Bankruptcy Court on [Date].

1.30 Disputed. With respect to Claims, any Claim: (a) that is listed in the Schedules as unliquidated, disputed, or contingent and for which no proof of claim has been filed by the creditor; (b) as to which the Debtor or any other proper party-in-interest has interposed a timely objection or request for estimation, or has sought to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, or which is otherwise disputed by the Debtor in accordance with applicable law, and such objection, request for estimation, action to limit recovery or dispute has not been withdrawn or determined by a Final Order; or (c) that is a Contingent Claim. The term "Disputed," when used to modify a reference in the Plan to any Claim, Interest, Class of Claims or Class of Interests, means a Claim or Interest (or any Claim or Interest in any such Class) that is so disputed.

1.31 Distribution. A payment of Cash to the holder of an Allowed Claim pursuant to the Plan.

1.32 Effective Date. The later of: (a) the first Business Day that is at least eleven days after the Confirmation Date and on which no stay of the Confirmation Order is in effect; and (b) the Business Day on which all of the conditions set forth in Section 7.2 of the Plan have been satisfied or waived.

1.33 Employee Benefit Programs. All health, dental, flexible medical payment, pension, welfare and retirement plans, and life and disability insurance policies, established by the Debtors for the benefit of their employees, whether or not such plans or programs were or had been terminated according to their terms before the pertinent Petition Date or during the Chapter 11 Cases.

1.34 Estates. The estates for the Debtors created in the Chapter 11 Cases in accordance with Section 541 of the Bankruptcy Code or otherwise.

1.35 Final Order. An order or judgment of the Bankruptcy Court: (a) as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired; or (b) as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing is pending; or (c) as to which any right to appeal, petition for certiorari, reargue, or rehear has been waived in writing in form and substance satisfactory to the Debtors or the Reorganized Debtor; or (d) if an appeal, writ of certiorari, or reargument or rehearing has been sought, as to which the highest court to which such order was appealed, or certiorari, reargument or rehearing has determined such appeal, writ of certiorari, reargument, or rehearing, or has denied such appeal, writ of certiorari, reargument, or rehearing, and the time to take any further appeal, petition for certiorari, or move for reargument or rehearing has expired; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order does not prevent such order from being a Final Order.

1.36 Hansen. Hansen Medical, Inc., a Delaware corporation.

1.37 Hansen Claims. The Claims of Hansen under the Hansen Litigation.

1.38 Hansen Claims Determination. The entry of an order or orders by the Bankruptcy Court, which may include the Confirmation Order, (i) estimating or otherwise establishing the Hansen Claims for purpose of allowance pursuant to Section 502(c) of the Bankruptcy Code, and/or (ii) fixing and Allowing the Hansen Claims pursuant to Section 502(b) of the Bankruptcy Code.

1.39 Hansen Litigation. That certain complaint filed on or about June 22, 2007, in the Superior Court of the State of California, County of Santa Clara, as amended on or about March 18, 2008, titled *Hansen Medical, Inc. v. Luna Innovations Incorporated and Does 1-10*, Case No. 107CV088551.

1.40 Interests. All Luna Interests and LTI Interests.

1.41 Lien. A lien as defined in Section 101(37) of the Bankruptcy Code, but not including a lien that has been avoided in accordance with Sections 544, 545, 546, 547, 548, 553, or 549 of the Bankruptcy Code.

1.42 Litigation Claim. (i) The Hansen Claims, and (ii) any Contingent or unliquidated Claim against the Debtors that, as of the Petition Date, is the subject of a pending civil action or other judicial proceeding.

1.43 LTI. Luna Technologies, Inc., a Delaware corporation.

1.44 LTI Assets. All of the property of the Estate of LTI under Section 541 of the Bankruptcy Code including.

1.45 LTI Available Assets. All readily available Cash from the LTI Assets as of the Effective Date.

1.46 LTI Director. The following member of the board of directors of LTI: Kent A. Murphy, Ph.D.

1.47 LTI Interests. The rights of Luna, as the owner and holder of 100% of the issued and outstanding equity securities of LTI.

1.48 LTI Officer. Kent A. Murphy, Ph.D., in his capacity as Chief Executive Officer of LTI.

1.49 Luna. Luna Innovations Incorporated, a Delaware corporation.

1.50 Luna Assets. All of the property of the Estate of Luna under Section 541 of the Bankruptcy Code.

1.51 Luna Available Assets. All readily available Cash from the Luna Assets as of the Effective Date.

1.52 Luna Directors. The following members of the board of directors of Luna: Kent A. Murphy, Ph.D., Edward G. Murphy, M.D., N. Leigh Anderson, Ph.D., Michael A. Daniels, Bobbie G. Kilberg, and Richard W. Roedel.

1.53 Luna Equity Security. (i) Any share of common or preferred stock of Luna issued and outstanding as of the Petition Date, and (ii) any unexpired and enforceable right, put, award, option or warrant, whether under one or more contracts or plans in existence on the Petition Date of the Chapter 11 Case of Luna (including the Luna Incentive Plans), to purchase, sell, grant or otherwise transfer any such shares.

1.54 Luna Incentive Plans. The (i) *Luna Innovations Incorporated 2003 Stock Plan*, (ii) *2006 Equity Incentive Plan*, (iii) *2008 Senior Management Bonus Plan*, (iv) *Non-Employee Directors' Deferred Compensation Plan* and (v) *2009 Senior Management Incentive Compensation Plan*.

1.55 Luna Interests. The rights of an owner and holder of a Luna Equity Security.

1.56 Luna Officers. (i) Kent A. Murphy, Ph.D., in his capacity as President and Chief Executive Officer of Luna, (ii) Dale E. Messick, in his capacity as Chief Financial Officer of Luna, (iii) Mark E. Froggat, Ph.D., in his capacity as Chief Technology Officer of Luna, (iv) Scott A. Graeff,, in his

capacity as Chief Operating Officer and Treasurer of Luna, (v) Talfourd H. Kemper, Jr., in his capacity as Vice President, General Counsel and Secretary of Luna, and (vi) Robert P. Lenk, Ph.D., in his capacity as President of the nanoWorks division of Luna.

1.57 Notice Procedures. Those procedures governing notice of certain post-Confirmation matters set forth in Section 11.12.3 of the Plan.

1.58 Permitted Employee Payments. All amounts paid by the Debtors during the Chapter 11 Cases on account of Claims arising prior to the Petition Date in the amounts and according to the conditions set forth in the *Order Authorizing the Debtors to: (I) Pay Prepetition Wages and Salaries; (II) Remit Withholding Obligations; (III) Maintain Certain Employee Benefits Programs and Pay Related Administrative Obligations; and (IV) Authorize Applicable Banks and Other Financial Institutions to Receive, Process, Honor and Pay Certain Checks Presented for Payment and Honor Certain Fund Transfer Requests* entered by the Bankruptcy Court on July [ ], 2009.

1.59 Person. Any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association or organization, or other "person" as defined in Bankruptcy Code § 101, as well as any governmental agency, governmental unit or associated political subdivision.

1.60 Petition Date(s). July 17, 2009.

1.61 Plan. This Chapter 11 plan of reorganization, either in its present form or as it may be amended, supplemented or modified from time to time, including all of its annexed exhibits and schedules.

1.62 Plan Assets. The aggregate amount of the (a) Luna Available Assets, (b) the LTI Available Assets and (c) if either of the foregoing is insufficient to make the Distributions to Creditors required by the Plan, the Luna Assets and the LTI Assets.

1.63 Plan Interest Rate. The greater of (a) the federal statutory rate of interest pursuant to 28 U.S.C. § 1961(a) as of the Petition Date, or (b) the rate of interest determined in accordance with the underlying agreement or the nonbankruptcy law applicable to a particular Claim.

1.64 Plan Payments. All amounts to be paid by the Debtors or by any person for services or expenses in or in connection with the Chapter 11 Cases or the Plan pursuant to Section 1129(a)(4) of the Bankruptcy Code.

1.65 Plan Supplement. The supplement to the Plan that will be filed with the Bankruptcy Court on or before ten (10) Business Days prior to the date of the Confirmation Hearing, or such other date as the Bankruptcy Court may determine. The Plan Supplement is incorporated into the Plan as if fully set forth in the Plan.

1.66 Preference Actions. Avoidance actions under Sections 547 and 550 of the Bankruptcy Code, whether or not such actions seek an affirmative recovery or are raised as a defense to or offset against the allowance of a Claim.

1.67 Priority Employee Claim. Any Claim (or portion of such Claim) entitled to priority under Sections 507(a)(4) and (a)(5) of the Bankruptcy Code.

1.68 Priority Tax Claim. Any Claim (or portion of such Claim) of a governmental unit entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

1.69 Proceeds. All Cash, interest, profits, dividends, proceeds, products, and rents earned, accrued, collected, derived, received or recovered on account of the liquidation, sale, transfer, enforcement or other disposition of property, including all "proceeds" as defined under Article 9 of the Uniform Commercial Code of the Commonwealth of Virginia.

1.70 Professional. Any Person (a) employed in accordance with an order of the Bankruptcy Court under Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services under Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court under Section 503(b) of the Bankruptcy Code.

1.71 Professional Fees. Any claim by a Professional for compensation for services rendered and reimbursement for expenses submitted in accordance with Sections 330, 331, or 503(b) of the Bankruptcy Code.

1.72 Professional Fees Bar Date. The date fixed under the Confirmation Order, approximately sixty (60) days following the Effective Date, by which any Professional seeking an award of Professional Fees must have filed an application with the Bankruptcy Court under Section 330(a) of the Bankruptcy Code, or be forever barred from an award of Professional Fees against the Debtors and/or sharing in any distribution under the Plan.

1.73 Proponents. Collectively, the Debtors.

1.74 Rejection Claim Bar Date. The date fixed under the Confirmation Order, approximately thirty (30) days following the Effective Date, by which any Person asserting a Claim for damages arising from the rejection of an executory contract or unexpired lease under this Plan must have filed a proof of Claim with the Bankruptcy Court under Section 502(g) of the Bankruptcy Code, or be forever barred from asserting such Claim against the Debtors and/or sharing in any distribution under the Plan.

1.75 Reorganized Debtors. Collectively, Reorganized Luna and Reorganized LTI.

1.76 Reorganized Debtor Expenses. The expenses incurred by the Reorganized Debtors, the Disbursing Agent or the Committee on and after the Effective Date (including the fees and costs of their attorneys and other professionals).

1.77 Reorganized LTI. LTI, as revested with the LTI Assets on the Effective Date.

1.78 Reorganized Luna. Luna, as revested with the Luna Assets on the Effective Date.

1.79 Retained Claims and Defenses. All claims, rights, interests, causes of action, defenses, counterclaims, cross-claims, third-party claims, or rights of offset, recoupment, subrogation or subordination held by the Debtors or their respective Estates, whether or not pending on the Effective Date of Confirmation, not otherwise released or settled pursuant to a Final Order entered before the Effective Date.

1.80 Schedules. The schedules of assets and liabilities, the list of holders of Interests, and the statements of financial affairs filed by the Debtors on [Date], under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists, and statements may have been or may be supplemented or amended from time to time.

1.81 Secured Claim. Any Claim secured by a valid, perfected and enforceable Lien that is not subject to avoidance under bankruptcy or non-bankruptcy law, equal to the value, as determined by the Bankruptcy Court pursuant to Sections 506(a) and 1129(b) of the Bankruptcy Code and Bankruptcy Rule 3012, of (i) the interest of the holder of such Claim in the property of the Debtors securing such Claim, or (ii) the amount subject to setoff under Section 553 of the Bankruptcy Code.

1.82 Unsecured Claim. Any Claim that is not (i) an Administrative Claim, (ii) a Secured Claim, (iii) a Priority Employee Claim, (iv) a Priority Tax Claim, or (v) a Litigation Claim.

1.83 Unsecured Deficiency Claim. Any Claim by a Person holding a Secured Claim to the extent the value of such Creditor's collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, is less than the Allowed amount of such Creditor's Secured Claim as of the Petition Date, after taking into account any election made pursuant to Section 1111(b) of the Bankruptcy Code.

ARTICLE 2

TREATMENT OF UNCLASSIFIED CLAIMS

2.1 Unclassified Claims. As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims against the Debtors are not classified for purposes of voting on, or receiving distributions under, the Plan. Holders of such Claims are not entitled to vote on the Plan. All such Claims are instead treated separately in accordance with this Article 2 and in accordance with the requirements set forth in Section 1129(a)(9)(A) of the Bankruptcy Code.

2.2 Administrative Claims.

2.2.1 Generally. Each Administrative Claim shall, unless the holder of such Claim shall have agreed to different treatment of such Claim, be paid in full in Cash by the Reorganized Debtors on the latest of: (a) the Effective Date, or as soon thereafter as practicable; (b) such date as may be fixed by the Bankruptcy Court, or as soon thereafter as practicable; (c) the tenth Business Day after such Claim is Allowed, or as soon thereafter as practicable; and (d) such date as the holder of such Claim and the Reorganized Debtors may agree.

2.2.2 Administrative Claim Bar Date. All requests for payment of Administrative Claims must be filed by the Administrative Claim Bar Date or the holders thereof shall be forever barred from asserting such Administrative Claims against the Debtors or the Reorganized Debtors or from sharing in any distribution under the Plan. Holders of Administrative Claims based on liabilities incurred in the ordinary course of the Debtors' business following the Petition Dates shall not be required to comply with the Administrative Claim Bar Date, provided that, (i) such holders have otherwise submitted an invoice, billing statement or other evidence of indebtedness to the Debtors in the ordinary course of business, and (ii) such Claims are not past due according to their terms.

2.2.3 Plan Payments. The Proponents are not currently aware of the existence of any Plan Payments that are not otherwise subject to disclosure and approval by the Bankruptcy Court (*e.g.*, Professional Fees) or were otherwise approved by order of the Bankruptcy Court.

2.3 Allowed Priority Tax Claims. Each Allowed Priority Tax Claim shall, unless the holder of such Claim shall have agreed to different treatment of such Claim, (i) be paid in full in Cash, without

interest, by the Reorganized Debtors on the latest of: (a) the Effective Date, or as soon thereafter as practicable; (b) such date as may be fixed by the Bankruptcy Court, or as soon thereafter as practicable; (c) the tenth Business Day after such Claim is Allowed, or as soon thereafter as practicable; and (d) such date as the holder of such Claim and the Reorganized Debtors may agree, or (ii) receive deferred cash payments to the extent permitted by Section 1129(a)(9) of the Bankruptcy Code with interest on the unpaid portion of such Claim at the statutory rate under applicable nonbankruptcy law or at a rate to be agreed upon by the Reorganized Debtors and the appropriate governmental unit or, if they are unable to agree, to be determined by the Bankruptcy Court; provided, however, that the Reorganized Debtors may prepay any or all such Claims at any time, without premium or penalty. For the purpose of option *(ii)*, the payment of each Allowed Priority Tax Claim shall be made in equal quarterly installments with the first installment due on the latest of: (i) the first Business Day following the end of the first full calendar quarter following the Effective Date, (ii) the first Business Day following the end of the first full calendar quarter following the date an order allowing such claim becomes a Final Order, and (iii) such other time or times as may be agreed with the holder of such claim. Each installment shall include simple interest on the unpaid balance of the Allowed Priority Tax Claim, without penalty of any kind, at the non-default rate of interest prescribed, agreed or determined under option *(ii)*.

2.4 Claims for Professional Fees. Each Professional seeking an award by the Bankruptcy Court of Professional Fees: (a) must file its final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date on or before the Professional Fees Bar Date; and (b) if the Bankruptcy Court grants such an award, each such Person will be paid in full in Cash in such amounts as are allowed by the Bankruptcy Court as soon thereafter as practicable. All final applications for allowance and disbursement of Professional Fees must be in compliance with all of the terms and provisions of any applicable order of the Bankruptcy Court, including the Confirmation Order. The fees and expenses of Professionals incurred on and after the Effective Date shall be Reorganized Debtor Expenses payable according to Section 5.2.3 of the Plan.

ARTICLE 3

CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

3.1 Summary of Classification. In accordance with Section 1123(a)(1) of the Bankruptcy Code, all Claims of Creditors (except those Claims receiving treatment as set forth in Article 2) and holders of Interests are placed in the Classes described below for all purposes, including voting on, confirmation of, and distribution under, the Plan:

Class 1	Priority Employee Claims	Impaired, entitled to vote
Class 2	Miscellaneous Secured Claims (each secured creditor in a separate subclass identified as Class 2A, Class 2B, etc.)	Impaired, entitled to vote
Class 3	Carilion Claims	Unimpaired, deemed to accept
Class 4	Unsecured Claims	Unimpaired, deemed to accept
Class 5	Litigation Claims	Unimpaired, deemed to accept

Class 6	Interests	Unimpaired, deemed to accept

3.2 Specific Classification.

3.2.1 Class 1 – Priority Employee Claims. Class 1 consists of all Priority Employee Claims against the Debtors.

3.2.2 Class 2 – Miscellaneous Secured Claims. Class 2 consists of all Secured Claims against the Debtors, if any. Each holder of a Secured Claim is considered to be in its own separate subclass within Class 2, and each such subclass is deemed to be a separate Class for purposes of the Plan and is numbered Class 2A, Class 2B, etc.

3.2.3 Class 3 – Carilion Claims. Class 3 consists of the Carilion Claims.

3.2.4 Class 4 – Unsecured Claims. Class 4 consists of all Unsecured Claims against the Debtors.

3.2.5 Class 5 – Litigation Claims. Class 5 consists of all Litigation Claims against the Debtors.

3.2.6 Class 6 – Interests. Class 6 consists of all Interests.

ARTICLE 4

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Class 1 – Priority Employee Claims.

4.1.1 Impairment and Voting. Class 1 is impaired under the Plan and all holders of Priority Employee Claims are entitled to vote on the Plan.

4.1.2 Treatment. Each holder of an Allowed Priority Employee Claim shall, unless the holder of such Claim shall have agreed to different treatment of such Claim, receive a Cash payment by the Reorganized Debtors in an amount equal to the difference between (i) such Allowed Employee Priority Claim, and (ii) the amount of any Permitted Employee Payments made to the holder of such Claim, on the latest of: (a) the Effective Date, or as soon thereafter as practicable; (b) such date as may be fixed by the Bankruptcy Court, or as soon thereafter as practicable; (c) the tenth Business Day after such Claim is Allowed, or as soon thereafter as practicable; and (d) such date as the holder of such Claim and the Reorganized Debtors may agree.

4.2 Class 2 – Miscellaneous Secured Claims.

4.2.1 Impairment and Voting. Class 2 is impaired under the Plan and all holders of Secured Claims are entitled to vote on the Plan. For purposes of voting and receiving distributions under the Plan, each holder of a Secured Claim in Class 2 is considered to be in its own separate subclass within Class 2, and each such subclass is deemed to be a separate Class for purposes of the Plan.

4.2.2 Alternative Treatment. On or before the date of a distribution to each holder of an Allowed Secured Claim in Class 2, each Debtor shall elect, in its discretion, one of the following alternative treatments for each such Allowed Secured Claim in a particular subclass:

(a) Reinstatement. Luna or LTI, as applicable, will leave unaltered the legal, equitable, and contractual rights constituting such Claim, including, without limitation, any Liens related thereto and, on the Effective Date, such Claim shall be reinstated and cured.

(b) Abandonment or Surrender. Luna or LTI, as applicable, will abandon or surrender to the holder of such Claim the property of the respective Estate securing such Allowed Secured Claim, in full satisfaction and release of such Claim.

(c) Cash Payment. Luna or LTI, as applicable, will pay to the holder of such Claim Cash equal to the amount of such Claim, or such lesser amount to which the holder of such Claim and the applicable Debtor shall agree, in full satisfaction and release of such Claim.

4.2.3 Unsecured Deficiency Claim. Any Unsecured Deficiency Claim asserted by a holder of an Allowed Secured Claim in Class 2 shall be filed with the Bankruptcy Court within thirty (30) days following the date of the surrender or abandonment of such Creditor's property or the Distribution to such Creditor. Any such Allowed Unsecured Deficiency Claim shall be treated in accordance with Section 4.4 of the Plan.

4.3 Class 3 – Carilion Claims.

4.3.1 Impairment and Voting. Class 3 is not impaired under the Plan. Holders of the Carilion Claims are deemed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

4.3.2 Treatment. The Plan shall leave unaltered the legal, equitable, and contractual rights constituting the Carilion Claims. On the Effective Date, the Carilion Notes shall be reinstated and the Reorganized Debtor shall cure and satisfy such Claims in full by the payment, in Cash, on or as soon as practicable following the Effective Date, of (a) accrued interest at the non-default rate established under the Carilion Notes, *plus* (b) any reasonable fees, costs or charges provided for under the Carilion Notes.

4.4 Class 4 – Unsecured Claims.

4.4.1 Impairment and Voting. Class 4 is not impaired under the Plan. Holders of Unsecured Claims are deemed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

4.4.2 Treatment. Except to the extent that a holder of an Allowed Unsecured Claim shall have otherwise agreed with the Debtor(s) in writing, each holder of an Allowed Unsecured Claim shall receive, in exchange for and in full and final satisfaction of such Claim, a Cash payment equal to the sum of (a) 100% of the amount of such Claim, and (b) interest at the Plan Interest Rate from the Petition Date through the date of Distribution on such Claim or portion thereof.

4.5 Class 5 – Litigation Claims.

4.5.1 Impairment and Voting. Class 5 is not impaired under the Plan. Holders of Litigation Claims are deemed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

4.5.2 Treatment. Except to the extent that a holder of an Allowed Litigation Claim shall have otherwise agreed with the Debtor(s) in writing, each holder of an Allowed Litigation Claim shall receive, in exchange for and in full and final satisfaction of such Claim, a Cash payment equal to the sum of (a) 100% of the amount of such Claim, and (b) interest at the Plan Interest Rate from the Petition Date through the date of Distribution on such Claim or portion thereof.

4.6 Class 6 – Interests.

4.6.1 Impairment and Voting. Class 6 is not impaired under the Plan. Holders of Interests are deemed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code and are not entitled to vote on the Plan.

4.6.2 Treatment. Each holder of an Interest shall retain unaltered the legal, equitable and contractual rights to which such interests entitle such holder and such interests shall be fully reinstated and retained.

4.7 Nonconsensual Confirmation.

The Proponents hereby request confirmation of the Plan pursuant to Section 1129(b) of the Bankruptcy Code on the basis that the Plan is fair and equitable as to the holders of Class 1 and Class 2 Claims. In the event that any other impaired Class of Claims does not accept the Plan in accordance with Sections 1126 and 1129(a)(8) of the Bankruptcy Code, the Proponents hereby reserve the right to (i) request that the Bankruptcy Court confirm the Plan in accordance with Section 1129(b) of the Bankruptcy Code on the basis that the Plan is fair and equitable as to the holders of Claims in any such Class, or (ii) amend or modify the Plan in accordance with its terms or as otherwise permitted.

ARTICLE 5

IMPLEMENTATION OF THE PLAN

The Plan shall be implemented on the Effective Date. In addition to the provisions set forth elsewhere in this Plan regarding means of execution, the following shall constitute the principal means for the implementation of the Plan.

5.1 Retention of Property of the Estates.

5.1.1 Revesting of Luna Assets. Upon the Effective Date, (a) Reorganized Luna shall be vested with all right, title and interest in the Luna Assets for the purposes set forth in this Plan, and (b) pursuant to Section 1123(b)(3) of the Bankruptcy Code, Reorganized Luna shall retain and enforce all Retained Claims and Defenses belonging to Luna or its Estate.

5.1.2 Revesting of LTI Assets. Upon the Effective Date, (a) Reorganized LTI shall be vested with all right, title and interest in the LTI Assets for the purposes set forth in this Plan, and (b) pursuant to Section 1123(b)(3) of the Bankruptcy Code, Reorganized LTI shall retain and enforce all Retained Claims and Defenses belonging to LTI or its Estate.

5.1.3 Continued Corporate Existence. Luna and LTI shall each continue to maintain their respective separate corporate existence for all purposes under this Plan with all the powers of a corporation under applicable law in the jurisdiction in which each of them is incorporated.

5.1.4 No Substantive Consolidation. Notwithstanding anything to the contrary in this Plan, neither of the Reorganized Debtors shall assume any liability whatsoever for any Claims against the other. **Nothing in this Plan is intended to substantively consolidate the Estates of Luna and LTI and each such entity shall maintain its separate corporate existence and assets.**

5.2 Postconfirmation Operations of the Debtors.

5.2.1 Continued Business of Luna and LTI. On and after the Effective Date, each of the Reorganized Debtors shall continue to engage in business and may use, acquire and dispose of the Luna Assets and the LTI Assets, respectively, without supervision by the Bankruptcy Court and free of any restrictions under the Bankruptcy Code or the Bankruptcy Rules.

5.2.2 Amendment of Charters. Upon the Effective Date, the Debtors' Charters shall each be deemed amended to prohibit the issuance by the Debtors of nonvoting securities to the extent required under Section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of such charters as permitted by applicable law.

5.2.3 Payment of Reorganized Debtor Expenses. All Reorganized Debtor Expenses may be paid by the Reorganized Debtors in the ordinary course of business without further notice to Creditors or approval of the Bankruptcy Court.

5.2.4 Creditors' Committee. On the date of the first distribution to the holders of Allowed Class 4 Claims, the Committee shall be dissolved and the members of the Committee shall be released and discharged from any further rights and duties in connection with the Chapter 11 Cases, except with respect to any applications for interim or final award of compensation and reimbursement of expenses to the members of the Committee and any Professional for services rendered prior to the Effective Date.

5.2.5 Management of Luna.

(a) Board of Directors. On and after the Effective Date, the management, control and operation of Reorganized Luna shall become the general responsibility of the board of directors of Reorganized Luna. Unless otherwise specified in the Plan Supplement, the initial board of directors of Reorganized Luna shall continue to be composed of the current Luna Directors. Each of the members of such initial board of directors shall serve in accordance with applicable nonbankruptcy law and Reorganized Luna's Charter, as the same may be amended from time to time. From and after the Effective Date, the members of the board of directors of Reorganized Luna shall be selected and determined in accordance with the provisions of applicable law and Reorganized Luna's Charter. Entry of the Confirmation Order shall ratify and approve all actions taken by the Luna Directors from the Petition Date through and until the Effective Date.

(b) Officers. The initial officers of Reorganized Luna shall continue to be composed of the current Luna Officers. Upon and following the Effective Date, the Luna Officers shall be deemed appointed to serve as officers of Reorganized Luna without further action under applicable law, regulation, order or rule including, without limitation, any action by the stockholders of Reorganized Luna or the Luna Directors. Each of the Luna Officers shall serve in

accordance with applicable nonbankruptcy law, any employment agreement with Reorganized Luna, and Reorganized Luna's Charter, as the same may be amended from time to time.

5.2.6 Management of LTI.

(a) Board of Directors. On and after the Effective Date, the management, control and operation of Reorganized LTI shall become the general responsibility of the board of directors of Reorganized LTI. Unless otherwise specified in the Plan Supplement, the initial board of directors of Reorganized LTI shall continue to be composed of the current LTI Director. The member of such initial board of directors shall serve in accordance with applicable nonbankruptcy law and Reorganized LTI's Charter, as the same may be amended from time to time. From and after the Effective Date, the members of the board of directors of Reorganized LTI shall be selected and determined in accordance with the provisions of applicable law and Reorganized LTI's Charter. Entry of the Confirmation Order shall ratify and approve all actions taken by the LTI Director from the Petition Date through and until the Effective Date.

(b) Officer. The initial officer of Reorganized LTI shall continue to be composed of the current LTI Officer. Upon and following the Effective Date, the LTI Officer shall be deemed appointed to serve as an officer of Reorganized LTI without further action under applicable law, regulation, order or rule including, without limitation, any action by the stockholders of Reorganized LTI or the LTI Director. The LTI Officer shall serve in accordance with applicable nonbankruptcy law, any employment agreement with Reorganized LTI, and Reorganized LTI's Charter, as the same may be amended from time to time.

5.3 Determination of Hansen Claims.

5.3.1 Estimation, Allowance or Disallowance of Hansen Claims. The Debtors shall seek the Hansen Claims Determination for purposes of Confirmation of the Plan, and shall be entitled to seek any other relief under the Bankruptcy Code or the Bankruptcy Rules with respect to the Hansen Claims. In the event that the Bankruptcy Court estimates the Hansen Claims, or any other Litigation Claim, the estimated amount may, as determined by the Bankruptcy Court, constitute either (a) the Allowed amount of such Claim, (b) a maximum limitation on such Claim, or (c) in the event such Claim is estimated in connection with the estimation of other Claims within the same Class, a maximum limitation on the aggregate amount of Allowed Claims within such Class; *provided, however,* that if the estimate constitutes the maximum limitation on a Claim, or a Class of Claims, as applicable, the Debtors or the Reorganized Debtors, as the case may be, may elect to pursue supplemental proceedings to object to the allowance of any particular Claim. All of the aforementioned Claim objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another.

5.3.2 Effect of Hansen Claims Determination. Nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code. Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which, after application of the payment priorities established by this Plan, or after giving effect to an order estimating such Claim, there is insufficient consideration to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class or category, no Claim holder shall have recourse to the Debtors, the Reorganized Debtors, the Disbursing Agent, the Committee or any of their respective Agents, successors or assigns, or any of their respective assets or property. ***Accordingly, the Bankruptcy Court's entry of an estimation order may limit the distribution to be made on individual Disputed Claims, regardless of the amount finally Allowed on account of such Disputed Claims*.**

5.4 Retained Claims and Defenses.

5.4.1 Retention. None of the Retained Claims or Defenses shall be precluded, barred or subject to estoppel because the Plan or the accompanying Disclosure Statement does not specifically identify a Retained Claim or Defense or the person against whom a Retained Claim or Defense may be asserted. **Parties in interest, including Creditors, may not rely on the absence of a reference in the Disclosure Statement or the Plan as any indication that the Debtors will not pursue any available Retained Claims and Defenses against such parties**. The Bankruptcy Court shall retain jurisdiction to determine any Retained Claims or Defenses. Following the Effective Date, the Reorganized Debtors may compromise or dispose of the Retained Claims and Defenses without further notice to Creditors or authorization of the Bankruptcy Court.

5.4.2 Investigation and Enforcement. Pursuant to Section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall have and may enforce all powers and authority of a debtor in possession or trustee under the Bankruptcy Code to the extent of and consistent with their authority under the Plan. The Reorganized Debtors may investigate Retained Claims and Defenses and may assert, settle or enforce any such claims or defenses in a manner consistent with the Plan. Any proceeds received from or on account of the Retained Claims and Defenses shall be either Luna Assets or LTI Assets, as the case may be.

5.4.3 Preference Actions Deemed Waived. Upon the Effective Date, all Preference Actions of the Debtors shall be deemed waived and released.

5.5 Distributions.

5.5.1 Reserves for Disputed Claims. On the Effective Date, and from time to time thereafter as and when Disputed Claims against Luna or LTI may be Allowed, amended, settled or withdrawn, the Reorganized Debtors will establish adequate and prudent reserves from the Plan Assets in an amount that is sufficient to make the payments required under the Plan to the holders of Disputed Claims against the Debtors, as and when such claims may be Allowed. The funds reserved on account of Disputed Claims will not be distributed but will be retained by the Disbursing Agent in accordance with this Plan pending resolution of such Disputed Claims. No holder of a Disputed Claim shall have any Claim against the Cash reserved with respect to such Claim until such Disputed Claim shall become an Allowed Claim.

5.5.2 Full and Final Satisfaction. Upon the Effective Date, the Disbursing Agent shall be authorized and directed to distribute the amounts required under the Plan to the holders of Administrative Claims and Allowed Claims according to the provisions of the Plan. Upon the Effective Date, all Debts of the Debtors shall be deemed fixed and adjusted pursuant to this Plan and the Debtors shall have no further liability on account of any Claims except as set forth in this Plan. All Distributions made by the Disbursing Agent under the Plan shall be in full and final satisfaction, settlement and release of all Claims.

5.5.3 Source of Funds for Distributions. The Plan Assets shall be used to make Distributions, according to the provisions of the Plan, to the holders of (i) Reorganized Debtor Expenses, (ii) Administrative Claims, (iii) Allowed Priority Tax Claims, (iv) Allowed Secured Claims, if any, (v) Allowed Priority Employee Claims, and (vi) Allowed Unsecured Claims and (viii) Allowed Litigation Claims.

5.5.4 Distribution Procedures. Except as otherwise agreed by the holder of a particular Claim, or as provided in this Plan, all amounts to be paid by the Disbursing Agent under the

Plan shall be distributed in such amounts and at such times as is reasonably prudent. The Reorganized Debtors shall file all objections to Disputed Claims on or before the 90th day following the Effective Date, unless the Bankruptcy Court, for cause shown, extends such deadline. On the Effective Date, or as soon as thereafter as practicable, the Disbursing Agent shall make a Distribution in full, plus applicable interest, to all holders of Class 1, 4 and 5 Claims that, as of such date, have been Allowed. Thereafter, on or prior to the 10th Business Day of each month following the first Distribution date, the Disbursing Agent shall make a Distribution in full, plus applicable interest, to the holders of Class 1, 4 and 5 Claims that have been Allowed as of the last day of the preceding month. The Disbursing Agent shall make the Cash payments to the holders of Allowed Claims and Administrative Claims: (X) in U.S. dollars by check, draft or warrant, drawn on a domestic bank selected by the Disbursing Agent in its sole discretion, or by wire transfer from a domestic bank, at the Disbursing Agent's option, and (Y) by first-class mail (or by other equivalent or superior means as determined by the Disbursing Agent).

5.5.5 Disbursing Agent. The Disbursing Agent may employ or contract with other persons or entities to perform the payment, tax withholding and remittance obligations created under the Plan. The Disbursing Agent may delegate any of its rights and responsibilities under the Plan to other persons or entities as necessary or appropriate to carry out speedy and inexpensive Distributions to Creditors under the Plan. Such persons or entities shall receive reasonable compensation for services rendered and reimbursement for expenses incurred in connection with this Plan or any functions or responsibilities adopted under the Plan, which amounts may paid as Reorganized Debtor Expenses.

5.5.6 Disputed Claims. The Reorganized Debtors shall be authorized to settle, or withdraw any objections to, any Disputed Claims following the Confirmation Date without further notice to Creditors or authorization of the Bankruptcy Court, in which event such Claim shall be deemed to be an Allowed Claim in the amount compromised for purposes of this Plan. No Distributions shall be made by the Disbursing Agent on account of Disputed Claims unless and to the extent such Claims become Allowed Claims.

5.5.7 Unclaimed Distributions. Any entity which fails to claim any Cash within ninety (90) days from the date upon which a Distribution is first made to such entity shall forfeit all rights to any Distribution under the Plan and the Disbursing Agent shall be authorized to cancel any Distribution that is not timely claimed, provided that, prior to and as a condition to such forfeiture, the Disbursing Agent shall file with the Bankruptcy Court and serve (by first-class mail, using addresses or forwarding instructions that are reasonably available to the Disbursing Agent), a notice of forfeiture specifying the amount and payee of each Distribution that is subject to forfeiture if it is not claimed within thirty (30) days of the date of service of the notice. Pursuant to Section 347(b) of the Bankruptcy Code, upon forfeiture, such Cash (including interest thereon, if any) shall (a) in the case of Distributions to Creditors of Luna, revert to Reorganized Luna and be treated for all purposes as Luna Assets, free of any restrictions under the Plan, the Bankruptcy Code or the Bankruptcy Rules, or (b) in the case of Distributions to Creditors of LTI, revert to Reorganized LTI and be treated for all purposes as LTI Assets, free of any restrictions under the Plan, the Bankruptcy Code or the Bankruptcy Rules. Upon forfeiture, the claim of any Creditor with respect to such funds shall be discharged and forever barred notwithstanding any federal or state escheat laws to the contrary, and such Creditors shall have no claim whatsoever against the Reorganized Debtors or any holder of an Allowed Claim to whom distributions are made by the Disbursing Agent.

5.5.8 Setoff. Nothing contained in this Plan shall constitute a waiver or release by the Debtors of any right of setoff or recoupment the Debtors may have against any Creditor. The Reorganized Debtors may, but are not required to, set off or recoup against any Claim or Interest and the payments or other distributions to be made under the Plan in respect of such Claim, claims of any nature

whatsoever that arose before the Petition Date that the Debtors may have against the holder of such Claim or Interest.

5.5.9 Taxes. Pursuant to Section 346(f) of the Bankruptcy Code, the Disbursing Agent shall be entitled to deduct any federal, state or local withholding taxes from any Cash payments made with respect to Allowed Claims, as appropriate. The Reorganized Debtors shall be authorized to take all actions necessary to comply with applicable withholding and recording requirements. Notwithstanding any other provision of this Plan, each holder of an Allowed Claim that has received a distribution of Cash shall have sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding and other tax obligation on account of such distribution. For tax purposes, distributions received in respect of Allowed Claims will be allocated first to the principal amount of such Claims, with any excess allocated to unpaid accrued interest.

5.5.10 De Minimis Distributions. If any interim distribution under the Plan to the holder of an Allowed Claim would be less than $100.00, the Disbursing Agent may withhold such distribution until a final distribution is made to such holder. If any final distribution under the Plan to the holder of an Allowed Claim would be less than $10.00, the Disbursing Agent may cancel such distribution, unless a request therefore is made in writing to the Reorganized Debtors. Any unclaimed distributions pursuant to this Section 5.5.10 shall be treated as unclaimed property under Section 5.5.7 of the Plan.

ARTICLE 6

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Assumption. On the Effective Date, pursuant to Section 1123(b)(2) of the Bankruptcy Code, the Debtors, respectively, will assume all executory contracts and unexpired leases of Luna and LTI *except* for those contracts and leases that (i) have been expressly identified for rejection on **Exhibit A** to this Plan (together with any additions, deletions, modifications or other revisions to such Exhibit as may be made by the Proponents prior to the Confirmation Date), (ii) have otherwise been rejected by order of the Bankruptcy Court, or (iii) are the subject of a pending motion to eject as of the Confirmation Date.

6.2 Rejection. On the Effective Date, pursuant to Section 1123(b)(2) of the Bankruptcy Code, the Debtors, respectively, will reject the executory contracts and unexpired leases of Luna and LTI that have been expressly identified for rejection on **Exhibit A** to this Plan (together with any additions, deletions, modifications or other revisions to such Exhibit as may be made by the Proponents prior to the Confirmation Date). Each executory contract and unexpired lease listed in **Exhibit A** shall include any modifications, amendments and supplements to such agreement, whether or not listed in **Exhibit A**. Any Person asserting any Claim for damages arising from the rejection of an executory contract or unexpired lease of Luna or LTI under this Plan shall file such Claim on or before the Rejection Claim Bar Date, or be forever barred from (i) asserting such Claim against the Reorganized Debtors, Luna, LTI or any property of Luna or LTI, and (ii) sharing in any distribution under the Plan.

6.3 Assumption Obligations. The Reorganized Debtors shall satisfy all Assumption Obligations, if any, by making a Cash payment in the manner provided in Section 2.2 of the Plan.

6.4 Effect of Confirmation Order. The Confirmation Order shall constitute an order of the Bankruptcy Court approving, as of the Effective Date, the assumption or rejection by Luna and LTI, as the case may be, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code of all executory

contracts and unexpired leases identified under this Article of the Plan. The contracts and leases identified in this Plan will be assumed or rejected, respectively, only to the extent that such contracts or leases constitute pre-petition executory contracts or unexpired leases of the Debtors, and the identification of such agreements under this Plan does not constitute an admission with respect to the characterization of such agreements or the existence of any unperformed obligations, defaults, or damages thereunder. This Plan does not affect any executory contracts or unexpired leases that (a) have been previously assumed, rejected or terminated prior to the Confirmation Date, (b) are the subject of a pending motion to assume, reject or terminate as of the Confirmation Date, or (c) are not identified for assumption or rejection in this Plan.

6.5 Post-Petition Agreements. Unless inconsistent with the provisions of the Plan, all contracts, leases and other agreements entered into or restated by the Debtors on or after the Petition Date, or previously assumed by the Debtors prior to the Confirmation Date (or the subject of a pending motion to assume by the Debtors as of the Confirmation Date), which have not expired or been terminated in accordance with their terms, shall be performed by the Reorganized Debtors in the ordinary course of business and shall survive and remain in full force and effect following the Effective Date.

6.6 Insurance of Debtors. Any insurance policy acquired for the benefit of the Debtors (or any officers and directors of any of the Debtors) before or after the Petition Date shall remain in full force and effect after the Effective Date according to its terms.

6.7 Employee Benefit Programs. All Employee Benefit Programs shall be treated as “executory contracts” and shall be assumed by the Reorganized Debtors pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code by operation of the Plan. The Debtors do not provide “retiree benefits” as that term is defined in Section 1114(a) of the Bankruptcy Code. Therefore, on and after the Effective Date the Debtors will not pay retiree benefits.

6.8 Luna Incentive Plans. The Luna Incentive Plans shall remain in full force and effect after the Effective Date according to their respective terms.

6.9 Survival of Indemnification Obligations. Any and all obligations of Luna or LTI to indemnify, reimburse or limit the liability of its past and present directors, officers, agents, employees and representatives pursuant to their respective Charters, applicable law or specific agreements, or any combination of the foregoing, against any actions, suits and proceedings based upon any act or omission related to service with or for the Debtors shall not be discharged or impaired by Confirmation.

ARTICLE 7

CONDITIONS PRECEDENT

7.1 Conditions to Confirmation. The following are conditions precedent to confirmation of this Plan:

(a) The Hansen Claims Determination shall provide for the allowance of the Hansen Claims in an aggregate amount not greater than $1,258,177;

(b) The Bankruptcy Court shall have entered an order approving a Disclosure Statement with respect to this Plan in form and substance satisfactory to the Proponents; and

(c) The Confirmation Order shall have been entered and shall be in a form and substance reasonably acceptable to the Proponents.

7.2 Conditions to Effectiveness. The following are conditions precedent to the occurrence of the Effective Date:

(a) The Confirmation Date shall have occurred; and

(b) The Confirmation Order shall be a Final Order, except that the Proponents collectively reserve the right, in their sole discretion, to cause the Effective Date to occur notwithstanding the pendency of an appeal of the Confirmation Order.

7.3 Waiver of Conditions. Conditions to Confirmation and the Effective Date may be waived in whole or in part by the Proponents at any time without notice, an order of the Bankruptcy Court, or any further action other than proceeding to Confirmation and consummation of the Plan.

ARTICLE 8

EFFECTS OF CONFIRMATION

8.1 Binding Effect. The rights afforded under the Plan and the treatment of all Claims and Interests under the Plan shall be the sole and exclusive remedy on account of such Claims and Interests against the Debtors, the Reorganized Debtors, the Luna Assets and the LTI Assets, including any interest accrued on such Claims from and after the Petition Date or interest which would have accrued but for the commencement of the Chapter 11 Cases. Confirmation of the Plan shall bind and govern the acts of the Reorganized Debtors and all holders of all Claims and Interests against the Debtors, whether or not: (i) a proof of Claim or proof of Interest is filed or deemed filed pursuant to Section 501 of the Bankruptcy Code; (ii) a Claim or Interest is allowed pursuant to Section 502 of the Bankruptcy Code, or (iii) the holder of a Claim or Interest has accepted the Plan.

8.2 Property Revests Free and Clear. Upon the Effective Date, title to all Luna Assets and LTI Assets shall vest in the Reorganized Debtors, respectively, for the purposes contemplated under the Plan and shall no longer constitute property of the Estates created for Luna and LTI in the Chapter 11 Cases pursuant to Section 541 of the Bankruptcy Code. Except as otherwise provided in the Plan, upon Confirmation all Luna Assets and LTI Assets shall be free and clear of all Claims and Interests, including Liens, charges or other encumbrances of Creditors of the Debtors. Following the Effective Date, the Reorganized Debtors may use, transfer and dispose of any such property free of any restrictions imposed by the Bankruptcy Code or the Bankruptcy Rules and without further approval of the Bankruptcy Court or notice to Creditors, except as may otherwise be required under the Plan or the Confirmation Order.

8.3 Discharge. Except as provided in the Plan or the Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Interests under the Plan are in exchange for and in complete satisfaction, discharge, and release of, all Claims against the Debtors. Confirmation of the Plan shall discharge the Debtors from all Claims or other debts that arose at any time before the Confirmation Date, and all debts of the kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not: (i) a proof of claim based on such debt is filed or deemed filed under Section 501 of the Bankruptcy Code; (ii) a Claim based on such debt is Allowed under Section 502 of the Bankruptcy Code; or (iii) the holder of a Claim has accepted the Plan. As of the Confirmation Date, all entities that have held, currently hold or may hold a Claim or other debt or liability that is discharged or any other right that is terminated under the Bankruptcy Code or the Plan are permanently enjoined from commencing or continuing any action, the employment of process, or other action, to collect, recover or offset any such Claim as a personal liability of Luna, LTI or the Reorganized Debtors to the full extent permitted by Bankruptcy Code § 524. Notwithstanding anything in Section 1141(d)(1)(B) of the Bankruptcy Code, all Interests shall be retained as set forth in this Plan.

8.4 Limitation of Liability. The Debtors, the Reorganized Debtors, the Committee and each of their respective Agents shall have all of the benefits and protections afforded under 11 U.S.C. § 1125(e) and applicable law.

8.5 Exoneration. The Debtors, the Reorganized Debtors, the Committee and each of their respective Agents shall not be liable, other than for gross negligence or willful misconduct, to any holder of a Claim or Interest or any other entity with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time after the Petition Date and prior to the Effective Date in connection with: (a) the management or operation of the Debtors or the discharge of their duties under the Bankruptcy Code, (b) the implementation of any of the transactions provided for, or contemplated in, this Plan, (c) any action or inaction taken in connection with either the enforcement of the Debtors' rights against any entities or the defense of Claims asserted against the Debtors with regard to the Chapter 11 Cases, (d) any action taken in the negotiation, formulation, development, proposal, disclosure, Confirmation or implementation of the Plan, or (e) the administration of this Plan or the assets and property to be distributed pursuant to this Plan. The Debtors, the Reorganized Debtors, the Committee and each of their respective Agents may reasonably rely upon the opinions of their respective counsel, accountants, and other experts and professionals and such reliance, if reasonable, shall conclusively establish good faith and the absence of gross negligence or willful misconduct; provided however, that a determination that such reliance is unreasonable shall not, by itself, constitute a determination or finding of bad faith, gross negligence or willful misconduct. Any action, suit or proceeding by any holder of a Claim or Interest or any other entity contesting any action, omission, forbearance from action, decision or exercise of discretion in connection with the matters in subsections *(a)* through *(e)* above, by the Debtors, the Reorganized Debtors, the Committee and each of their respective Agents, or any of them, whether commenced before or after the Effective Date, shall be commenced only in the Bankruptcy Court.

8.6 Releases. As part of the Plan, the releases set forth below shall be granted pursuant to this Plan and the Confirmation Order:

8.6.1 Debtors' Release of Agents. On the Effective Date, the Debtors (for and on behalf of their respective Estates), and the Reorganized Debtors shall be deemed to waive and release any and all debts, claims, rights, damages and causes of action which any of them has or may have against any of their Agents as of the Confirmation Date; *provided, however*, that the foregoing shall not operate as a waiver of or release from any debts, claims, rights, damages and causes of action arising out of (i) any express contractual obligation owing by any such Agents, or (ii) the willful misconduct or gross negligence of any such Agents in connection with, related to, or arising out of the Chapter 11 Cases, the pursuit of Confirmation of the Plan, the Consummation of the Plan, the administration of the Plan, or the property to be distributed under the Plan.

8.6.2 Mutual, General Release. On the Effective Date, the Debtors (for and on behalf of their respective Estates), the Reorganized Debtors, the Committee and each of their respective affiliates and Agents, shall be deemed to waive and release each other and each of their respective affiliates and Agents ("Released Parties"), from any and all debts, claims, rights, damages and causes of action, whether known or unknown, which each of them now has or may have against each other by reason of any transaction, occurrence, act or omission giving rise to any Claim or Interest that is treated in the Plan or any transaction, occurrence, act or omission related to the Chapter 11 Cases, except for the rights and Claims established by the Plan. It is the intention of the Released Parties that this release shall be effective as a full and final release of all claims and obligations against each other arising out of the matters described, except for the rights and Claims established by the Plan. In furtherance of this intention, the Released Parties waive the benefit of the provisions of California Civil Code § 1542 (or, if inapplicable, any other similar applicable statute), which provides as follows: ***"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."***

8.6.3 Creditor's Release. Each Person participating in a distribution under the Plan or pursuant to the Plan, for itself and its respective successors, assigns, transferees and current and former affiliates and Agents, who affirmatively votes to accept the Plan, shall, by virtue of Sections 1126(c) and 1141(a) of the Bankruptcy Code, be deemed to have released any and all Claims and causes of action against (A) the Debtors, the Reorganized Debtors and each of their respective Agents, and (B) the Committee and its Agents.

ARTICLE 9

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases after the Effective Date to the extent legally permissible, including, without limitation, jurisdiction to:

(a) Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the allowance or priority of Claims;

(b) Grant or deny any applications for allowance of compensation or reimbursement of expenses authorized under the Bankruptcy Code or the Plan;

(c) Resolve any matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease to which any Debtor is a party and to hear, determine and, if necessary, liquidate, any Claims arising from, or cure amounts related to, such assumption or rejection;

(d) Ensure that Distributions to holders of Allowed Claims are accomplished in accordance with the Plan;

(e) Decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications or motions involving any Debtor that may be pending on the Effective Date;

(f) Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan or the Disclosure Statement;

(g) Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan or any Person's obligations incurred in connection with the Plan;

(h) Modify the Plan before or after the Effective Date under Section 1127 of the Bankruptcy Code or modify the Disclosure Statement or any contract, instrument, release, or other agreement or document created in connection with the Plan or the Disclosure Statement; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created in connection with the Plan and the Disclosure Statement, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code;

(i) Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan, except as otherwise provided in the Plan;

(j) Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

(k) Determine any other matters that may arise in connection with or related to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, except as otherwise provided in the Plan;

(l) Hear and determine Retained Claims and Defenses commenced by the Debtors or the Reorganized Debtors; and

(m) Enter an order closing the Chapter 11 Cases which provides for retention of jurisdiction for the Bankruptcy Court for purposes of this Article 9.

ARTICLE 10

AMENDMENT AND WITHDRAWAL OF PLAN

10.1 Amendment of the Plan. At any time before the Confirmation Date, the Proponents may alter, amend, or modify the Plan under Section 1127(a) of the Bankruptcy Code, provided that, such alteration, amendment, or modification does not materially and adversely affect the treatment and rights of the holders of Claims under this Plan. After the Confirmation Date and before substantial consummation of the Plan as defined in Section 1101(2) of the Bankruptcy Code, the Proponents may, under Section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, or as otherwise may be necessary to carry out the purposes and effects of the Plan so long as such proceedings do not materially and adversely affect the treatment of holders of Claims under the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

10.2 Revocation or Withdrawal of the Plan. The Proponents reserve the right to revoke or withdraw this Plan in the event that the Proponents determine in good faith that any condition to Confirmation of this Plan is unlikely to be satisfied as required herein. If the Plan is withdrawn or revoked, then the Plan shall be deemed null and void, and nothing contained in the Plan shall be deemed a waiver of any Claims by or against the Debtors or any other Person in any further proceedings involving the Debtors or an admission of any sort, and this Plan and any transaction contemplated by this Plan shall not be admitted into evidence in any proceeding.

ARTICLE 11

MISCELLANEOUS

11.1 Effectuating Documents; Further Transactions; Timing. The Debtors and the Reorganized Debtors shall be authorized and directed to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents, and to take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. All transactions required to occur on the Effective Date under the terms of the Plan shall be deemed to have occurred simultaneously.

11.2 Exemption From Transfer Taxes. In accordance with Section 1146(c) of the Bankruptcy Code, the making, delivery, or recording of a deed or other instrument of transfer under this Plan shall not be subject to any stamp tax or similar tax and the appropriate state or local government officials or agents shall be directed to forego the collection of any such tax and to accept for filing or recordation any of the foregoing instruments or other documents without the payment of any such tax.

11.3 Governing Law. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations of the Debtors, the Reorganized Debtors and any other Person arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Virginia, without giving effect to Virginia's choice of law provisions.

11.4 Modification of Payment Terms. The Reorganized Debtor may modify the treatment of any Allowed Claim or Interest in any manner adverse only to the holder of such Claim or Interest at any time after the Effective Date upon the prior written consent of the holder whose Allowed Claim or Interest treatment is being adversely affected.

11.5 Authority of Luna or Reorganized Luna Under Plan. Whenever any provision of this Plan provides for the consent, approval, waiver, election or other determination of the Debtors or the Reorganized Debtors, any such act may be taken by Luna or Reorganized Luna with like effect as if taken by both of the Debtors or the Reorganized Debtors.

11.6 Provisions Enforceable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregone, is valid and enforceable in accordance with its terms.

11.7 Quarterly Fees to the United States Trustee. All fees payable under 28 U.S.C. § 1930(a)(6) shall be paid by the Debtors in the amounts and at the times such fees may become due up to and including the Effective Date. Thereafter, the Reorganized Debtors shall pay all fees payable under 28 U.S.C. § 1930(a)(6) until the Chapter 11 Cases are closed, dismissed or converted. Upon the Effective Date, the Reorganized Debtors shall be relieved from the duty to make the reports and summaries required under Bankruptcy Rule 2015(a). Notwithstanding the foregoing, until the Chapter 11 Cases are closed, dismissed or converted, the Reorganized Debtors shall prepare and submit to the Office of the United States Trustee, on or before the last day of the month after each calendar quarter, the post-confirmation report for a revested debtor in the form suggested by the Office of the United States Trustee for Region 4. The report shall be made, and the fees shall be payable, on a consolidated basis by the Reorganized Debtor. The first report shall be due following the first full calendar quarter following the Effective Date.

11.8 Method of Payment. Payments of Cash required to be made under the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank at the election of the Person making such payment. Whenever any payment or distribution to be made under the Plan is due on a day other than a Business Day, such payment or distribution may instead be made, without interest, on the immediately following Business Day.

11.9 Notice of Confirmation. As soon as practicable following the Effective Date of the Plan, the Reorganized Debtors shall file and serve notice of the entry of the Confirmation Order in the manner required under Bankruptcy Rule 2002(f). The notice shall further identify the Effective Date and shall set forth the Administrative Claim Bar Date, Professional Fees Bar Date, the Rejection Claim Bar Date and any other deadlines that may be established under the Plan or the Confirmation Order.

11.10 Severability of Plan Provisions. If, prior to the Confirmation Date, any provision of the Plan is judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable and consistent with the original purpose of the term or provision held to be invalid.

11.11 Successors and Assigns. The Plan is binding upon and will inure to the benefit of the Debtors, the Committee, the holders of Claims and Interests, the Responsible Individual and each of their respective successors, agents and assigns, including, without limitation, the Reorganized Debtor, any bankruptcy trustees and estate representatives and any parent, subsidiary and affiliated entity of each party.

11.12 Notices. Except as otherwise provided in the Plan, any notice or other communication required or permitted under the Plan will be in writing and deemed to have been validly served, given, delivered, and received upon the earlier of: (x) the first business day after transmission by facsimile or hand delivery or deposit with an overnight express service or overnight mail delivery service; or (y) the third calendar day after deposit in the United States mail, with proper first class postage prepaid. If such notice is made to the Reorganized Debtor or LTI, it shall be addressed as follows:

Luna Innovations Incorporated
1 Riverside Circle
Roanoke, VA 24016
Telephone: 540-769-8400
Facsimile: 540-581-0951
kemperf@lunainnovations.com
Attn: Talfourd H. Kemper, Jr., Esq.

with copies to:

Pachulski Stang Ziehl & Jones LLP
919 North Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: 302-652-4100
Facsimile: 302-652-4400
ljones@pszjlaw.com
Attn: Laura Davis Jones, Esq.

If such notice is made to the Committee, it shall be addressed as follows:

[Insert]

11.12.1 Notice to Claim and Interest Holders. Notices to Persons holding a Claim or Interest will be sent to the addresses set forth in such Person's proof of Claim or Interest or, if none was filed, at the address set forth in the Schedules.

11.12.2 Post Confirmation Notices. Following the Effective Date, notices will only be served on the Reorganized Debtors, the Office of the United States Trustee and those Persons who file with the Court and serve upon the Reorganized Debtors a request, which includes such Person's name, contact person, address, telephone number and facsimile number, that such Person receive notice of post-Confirmation matters. Persons who had previously filed with the Court requests for special notice of the proceedings and other filings in the Chapter 11 Cases will not receive notice of post-Confirmation matters unless such Persons file a new request in accordance with this Section 11.11.2.

11.12.3 Notice Procedures. In the event (i) the Reorganized Debtors propose to take an action respecting a matter that is not expressly provided for by the Plan, or (ii) the Plan requires compliance with the Notice Procedures, the Person proposing such action shall transmit a written notice

to the Reorganized Debtors and those parties requesting notice of post-Confirmation matters (unless the Plan requires notice to additional persons) setting forth the proposed action. The recipients of such notice shall have 10 days from the date of such notice to transmit a written objection thereto or to request copies of all pertinent documentation. If documentation relating to the proposed action is requested, the requesting party shall have 8 days from the date of delivery of the documentation to transmit to the Person giving the notice a written objection to the proposed action. If an objection is timely made, and the dispute is not promptly resolved by the parties, such matter shall be presented to the Bankruptcy Court for resolution. Absent timely objection, the proposed action will be binding without the necessity for approval by the Bankruptcy Court. Notwithstanding the foregoing, the Person proposing the action may seek Bankruptcy Court approval of any matter.

11.13 Incorporation by Reference. All schedules and supplements to the Plan are incorporated and are made a part of the Plan as if set forth in full in the Plan.

11.14 Computation of Time. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. Any reference to “day” or “days” shall mean calendar days, unless otherwise specified herein.

11.15 Conflict of Terms. In the event of a conflict between the terms of this Plan and the Disclosure Statement, the terms of this Plan will control.

Dated: Roanoke, Virginia
July 16, 2009

Respectfully submitted,

Luna Innovations Incorporated

By: *Kent A. Murphy*
Kent A. Murphy, Ph.D.
President and Chief Executive Officer

Luna Technologies, Inc.

By: *Kent A. Murphy*
Kent A. Murphy, Ph.D.
Chief Executive Officer

EXHIBIT A

EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED

[To Follow]

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kent A. Murphy, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Luna Innovations Incorporated;

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 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)) 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 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 controls over financial reporting.

Date: November 13, 2009

/s/ KENT A. MURPHY

Kent A. Murphy, Ph.D.
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Dale E. Messick, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Luna Innovations Incorporated;

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 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)) 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 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 controls over financial reporting

Date: November 13, 2009

/s/ DALE E. MESSICK

Dale E. Messick
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Luna Innovations Incorporated (the "Company") on Form 10-Q for the period ending June 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kent A. Murphy, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(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/ KENT A. MURPHY

Kent A. Murphy, Ph.D.
President and Chief Executive Officer

November 13, 2009

Exhibit 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Luna Innovations Incorporated (the "Company") on Form 10-Q for the period ending September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dale E. Messick, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(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/ DALE E. MESSICK

Dale E. Messick
Chief Financial Officer

November 13, 2009