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

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**FORM 8-A/A  
Amendment No. 2**

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**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES  
PURSUANT TO SECTION 12(b) or (g) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

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**OSI SYSTEMS, INC.**

(Exact name of registrant as specified in its charter)

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**California**  
(State of incorporation  
or organization)

**33-0238801**  
(I.R.S. Employer  
Identification No.)

**12525 Chadron Avenue  
Hawthorne, California**  
(Address of principal executive offices)

**90250**  
(Zip Code)

**Securities to be registered pursuant to Section 12(b) of the Act:**

Title of each class  
to be so registered  
**Preferred Share Purchase Rights**

Name and exchange on which  
each class is to be registered  
**The Nasdaq Global Market**

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If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General instruction A.(c), check the following box. ☒

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box. ☐

Securities Act registration statement file number to which this form relates: [            ] (if applicable)

Securities to be registered pursuant to Section 12(g) of the Act:

**None**  
(Title of Class)

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## INFORMATION REQUIRED IN REGISTRATION STATEMENT

The undersigned registrant hereby amends, as set forth below, the Registration Statement on Form 8-A filed by the registrant with the Securities and Exchange Commission on August 1, 2000, as amended by Amendment No. 1 to Form 8-A filed with the Securities and Exchange Commission on December 23, 2004.

### ITEM 1. Description of Registrant's Securities to be Registered.

On January 30, 2009, we entered into Amendment No. 2 to Rights Agreement with StockTrans, Inc. Pursuant to such amendment, StockTrans, Inc. has agreed to replace U.S. Stock Transfer Corporation as Rights Agent under our Rights Agreement, as amended. In addition, (i) Section 21 of the Rights Agreement was amended to reduce the combined capital and surplus required to be held by the Rights Agent at the time of its appointment to \$1.75 million and (ii) the term of the Rights Agreement was extended to July 31, 2018.

We originally entered into the Rights Agreement on July 31, 2000. In connection with such entry into the Rights Agreement, our Board of Directors, at such time, declared a dividend of one preferred share purchase right for each outstanding share of our Common Stock. The dividend is payable to shareholders of record on August 17, 2000. Each such purchase right entitles the registered holder to purchase from us one one-thousandth of a share of Series A Participating Preferred Stock at a price of \$100 per one one-thousandth of a preferred share, subject to adjustment.

The foregoing description is qualified in its entirety by reference to the description of the preferred share purchase rights and their terms set forth in the Rights Agreement, as amended. The Rights Agreement and its amendments are each incorporated herein by reference. Capitalized terms used, but not defined herein have the meanings given to them in the Rights Agreement. Amendment No. 2 is attached hereto as Exhibit 4.3.

### ITEM 2. Exhibits.

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
4.1	Rights Agreement, dated as of July 31, 2000, by and between OSI Systems, Inc. and U.S. Stock Transfer Corporation, as Rights Agent (incorporated by reference to Exhibit 1 to the Registrant's Registration Statement on Form 8-A filed on August 1, 2000).
4.2	First Amendment to Rights Agreement, dated as of December 21, 2004, by and between OSI Systems, Inc. and U.S. Stock Transfer Corporation, as Rights Agent (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K filed on December 23, 2004).
4.3	Amendment No. 2 to Rights Agreement, dated as of January 30, 2009, by and between OSI Systems, Inc. and StockTrans, Inc. as Rights Agent.*

\* Filed herewith.

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**SIGNATURE**

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

**OSI SYSTEMS, INC.**

Date: February 3, 2009

By: /s/ Victor Sze  
Victor Sze  
Executive Vice President & General Counsel

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OSI SYSTEMS, INC.

INDEX TO EXHIBITS

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\* Filed herewith.

**AMENDMENT NO. 2 TO RIGHTS AGREEMENT**

AMENDMENT NO. 2, dated January 30, 2009, to Rights Agreement (the "Rights Agreement"), dated July 31, 2000, between OSI Systems, Inc., a California corporation ("Company"), and StockTrans, Inc., as rights agent (the "Rights Agent"). The parties agree as follows:

1. Capitalized terms not otherwise defined herein will have the respective meanings given them in the Rights Agreement.

2. Section 21 of the Rights Agreement is amended in its entirety to read as follows:

"Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Company and to each transfer agent of the Common Shares or Preferred Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 days notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares or Preferred Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (which holder shall, with such notice, submit such holder's Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be an entity qualified to do business as a banking, trust or stock transfer institution in the State of California, in good standing, which is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$1.75 million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares or Preferred Shares, and mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be."

3. Section 26 of the Rights Agreement is amended such that the address of U.S. Stock Transfer Corporation is deleted and replaced with the following:

"StockTrans, Inc.  
44 W. Lancaster Ave.,  
Ardmore, PA, 19003  
Attention: Rights Agent"

4. The definition of "Final Expiration Date" and any and all references to July 31, 2010 as set forth in the Rights Agreement shall mean July 31, 2018.

5. Except as set forth herein, the Rights Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date first written above.

**OSI SYSTEMS, INC.**

By: /s/ Victor Sze  
Name: Victor Sze  
Its: Executive Vice President & General Counsel

**STOCKTRANS, INC.**

By: /s/ Jonathan Miller  
Name: Jonathan Miller  
Its: President