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

SCHEDULE 13D
Under the Securities Exchange Act of 1934

Microvision, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

594960106

(CUSIP Number)

Yi-chung Chen
Walsin Lihwa Corporation
11/F No. 411Rueiguang Road, Neihu
Taipei 114, Taiwan, Republic of China
Tel: +886-2-2799-2211 x6221

with a copy to:

Chris Lin, Esq.
Simpson Thacher & Bartlett LLP
35/F, ICBC Tower, 3 Garden Road, Central, Hong Kong
Tel: +852-2514-7600

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

June 22, 2009

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

(Continued on the following pages)

<table>
<tr><td>1.</td><td colspan="3">Name of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only):

Max Display Enterprises Limited</td></tr>
<tr><td>2.</td><td colspan="3">Check the Appropriate Box if a Member of a Group (See Instructions) (a) [ ] (b) [ ]</td></tr>
<tr><td>3.</td><td colspan="3">SEC Use Only</td></tr>
<tr><td>4.</td><td colspan="3">Source of Funds: (See Instructions)

AF, WC</td></tr>
<tr><td>5.</td><td colspan="3">Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): [ ]</td></tr>
<tr><td>6.</td><td colspan="3">Citizenship or Place of Organization

British Virgin Islands</td></tr>
<tr><td colspan="2" rowspan="4">Number of Shares Beneficially Owned by Each Reporting Person With</td><td>7.</td><td>Sole Voting Power

10,095,299 Common Shares</td></tr>
<tr><td>8.</td><td>Shared Voting Power

N/A</td></tr>
<tr><td>9.</td><td>Sole Dispositive Power

10,095,299 Common Shares</td></tr>
<tr><td>10.</td><td>Shared Dispositive Power

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<tr><td>11.</td><td colspan="3">Aggregate Amount Beneficially Owned by Each Reporting Person:

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(See Instructions) [ ]</td></tr>
<tr><td>13.</td><td colspan="3">Percent of Class Represented by Amount in Row (11)

12.9%</td></tr>
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Item 1. Security and Issuer

This Schedule 13D relates to the shares of common stock, having $0.001 par value per share (the "Common Shares"), of Microvision, Inc. (the "Issuer"). The Issuer's Common Shares are quoted on the NASDAQ Global Market under the symbol "MVIS." The Issuer's principal executive offices are located at 6222 185th Ave NE, Redmond, Washington 98052.

Item 2. Identity and Background

Name, jurisdiction of organization, principal business, the address of its principal office and executive officers and directors

This Schedule 13D is being filed by (i) Max Display Enterprises Limited, a limited liability company formed under the laws of the British Virgin Islands ("Max Display") and (ii) Walsin Lihwa Corporation, a corporation organized under the laws of the Republic of China ("Walsin Lihwa").

The address of principal executive offices of Max Display and Walsin Lihwa is 11/F No. 411Rueiguang Road, Neihu, Taipei 114, Taiwan, Republic of China. Max Display is a special purpose vehicle formed for investment and other similar purposes and a wholly-owned subsidiary of Walsin Lihwa. Walsin Lihwa is a manufacturer of copper wire, specialty steel and power cables and wire.

Annex A-1 and A-2 attached hereto sets forth, with respect to each executive officer and director of the Max Display and Walsin Lihwa, respectively, the following information: (a) name, (b) business address, (c) present principal occupation or employment, (d) name of any corporation or other organization in which such employment is conducted and (e) citizenship.

Item 2(d) and Item 2(e)

During the last five years, Max Display and Walsin Lihwa have not been, and to the best knowledge and belief of Max Display and Walsin Lihwa, none of their respective executive officers and directors has been, convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, Max Display and Walsin Lihwa have not, and to the best knowledge and belief of Max Display and Walsin Lihwa, none of their respective executive officers and directors has, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it/she/he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

For purposes of this Schedule 13D, Max Display and Walsin Lihwa together are referred to as the "Reporting Person."

Item 3. Source and Amount of Funds or Other Consideration

On June 22, 2008, the Issuer and the Reporting Person entered into a Securities Purchase Agreement (the "Securities Purchase Agreement"). Pursuant to the terms and subject to the conditions set forth in the Securities Purchase Agreement, the Issuer agreed to sell and the Reporting Person agreed to purchase (i) 8,076,239 Common Shares and (ii) a warrant (the "Warrant") to purchase 2,019,060 Common Shares (such Common Shares, the "Warrant Shares") that is exercisable until June 22, 2012, at the exercise price of $2.1850 per share, subject to certain adjustments for dividends, combinations of stock, reorganizations or mergers or similar transactions. The Reporting Person paid an aggregate consideration of $15,000,000 in cash. The transaction was completed on June 22, 2009. The foregoing descriptions are hereby qualified in their entirety by the Securities Purchase Agreement and the Warrant, copies of which are attached to this Schedule 13D as Exhibits 99.2 and 99.3, respectively, and which are incorporated herein by reference.

The source of funding for the purchase of the Common Shares and the Warrant pursuant to the Securities Purchase Agreement is the working capital of the Reporting Person.

Item 4. Purpose of Transaction

The information set forth in Item 3 is hereby incorporated herein by reference.

The Common Shares and the Warrant have been acquired for strategic investment purposes with the intention of acquiring a minority ownership position in the Issuer's Common Shares.

Under the terms of the Securities Purchase Agreement, subject to certain conditions, the Issuer has agreed to provide the Reporting Person with participation rights in the Issuer's future equity financings. If the Reporting Person does not lead the next equity financing round for the Issuer whether because the Reporting Person was unable to arrange a syndicate, an offered financing was not accepted by the Issuer or any other reason, the Issuer will use commercially reasonable efforts to permit the Reporting Person to invest 15%, or a greater amount if mutually agreed, of each subsequent equity financing over the two years following June 22, 2009 at the same time and on the same terms as other investors in such financing, subject to Nasdaq and U.S. securities laws limitations, if any.

In addition, subject to certain conditions, the Issuer has agreed to take all necessary actions to effect such appointment of a person designated by the Reporting Person to the Issuer's board of directors if (a) either (i) the Issuer closes an equity financing syndicated by the Reporting Person of at least $25 million within the twelve months following June 22, 2009 or (ii) the Reporting Person participates in a subsequent financing over the two years following June 22, 2009 by purchasing securities sold in such financings from the Issuer with an aggregate purchase price of at least $10 million and (b) the Reporting Person has not at that time sold more than 50% of the securities purchased pursuant to the Securities Purchase Agreement, and if such conditions are satisfied prior to June 22, 2011, agrees not to sell more than 50% of such securities prior to June 22, 2011.

Furthermore, the Reporting Person has agreed to a standstill provision whereby Reporting Person and its subsidiaries will not, without the Issuer's prior written consent, (a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting shares or direct or indirect rights to acquire any voting shares of, or economic interest in (through derivative securities or otherwise), the Issuer or any successor thereto; (b) make, or in any way participate, directly or indirectly, in any solicitation of proxies to vote, seek to advise or influence any person or entity with respect to the voting of any voting shares of the Issuer or seek or propose to have called, or cause to be called, any meeting of the stockholders of the Issuer; (c) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving the Issuer or any of its securities or assets; or (d) form, join or in any way participate in a group in connection with any of the foregoing. The standstill is subject to certain exceptions and will be inoperative and of no force of effect under certain circumstances as set forth in the Securities Purchase Agreement.

As the holder of the Warrant, the Reporting Person is entitled to purchase 2,019,060 Common Shares, exercisable until June 22, 2012, at the exercise price of $2.1850 per share, subject to certain adjustments for dividends, combinations of stock, reorganizations or mergers or similar transactions. In the event that the average closing bid prices per Common Share over a period of 20 consecutive trading days ending on or after the sixth-month anniversary of June 22, 2009 exceeds 400% of the Warrant's exercise price then in effect, the Issuer may, upon 15 business days prior written notice, call the Warrant, in whole or in part, at the redemption price equal to $0.01 per Common Share then purchasable pursuant to the Warrant called for redemption, subject to certain conditions, including the right of the holder of the Warrant to exercise the Warrant prior to the end of the 15-business day notice period. The foregoing descriptions are hereby qualified in their entirety by the Securities Purchase Agreement and the Warrant, copies of which are attached to this Schedule 13D as Exhibits 99.2 and 99.3, respectively, and which are incorporated herein by reference.

The Reporting Person expects to evaluate the Issuer and review its holdings in the Issuer on a continuing basis. Depending upon various factors, including, but not limited to, the Reporting Person's and the Issuer's business, prospects and financial condition and other developments concerning the Reporting Person and the Issuer, market conditions and other factors that the Reporting Person may deem relevant to its investment decision, the Reporting Person may take such actions in the future as it deems appropriate in light of the circumstances and conditions existing from time to time, including increasing its stake in the Issuer in accordance with the standstill provision of the Securities Purchase Agreement. Depending on these same factors, the Reporting Person may determine to sell all or a portion of the Common Shares that it now owns or hereafter may acquire in accordance with the standstill provision of the Securities Purchase Agreement, including pursuant to a registered offering.

Other than as described above, the Reporting Person does not have any plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D (although the Reporting Person reserves the right to develop such plans).

Item 5. Interest in Securities of the Issuer

The information set forth or incorporated by reference in Items 3 and 4 is hereby incorporated herein by reference.

(a) The Reporting Person beneficially owns 10,095,299 Common Shares, consisting of 8,076,239 Common Shares and 2,019,060 Warrant Shares, which together constitute approximately 12.9% of the Issuer's 78,175,299 outstanding Common Shares as of April 27, 2009 based on information set forth in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2009 and including 2,019,060 Warrant Shares deemed to be outstanding.

(b) The Reporting Person has sole power to vote or to direct the vote, and sole power to dispose or to direct the disposition, of all 10,095,299 Common Shares beneficially owned by the Reporting Person.

(c) Pursuant to the Securities Purchase Agreement, the Reporting Person purchased (i) 8,076,239 newly issued Common Shares at a price of $1.8573 per share and (ii) the Warrant, for an aggregate consideration of $15,000,000 in cash. The transaction was completed on June 22, 2009.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth or incorporated by reference in Items 3, 4 and 5 is hereby incorporated herein by reference.

Pursuant to the Securities Purchase Agreement, the Reporting Person purchased (i) 8,076,239 newly issued Common Shares and (ii) the Warrant, for an aggregate consideration of $15,000,000 in cash. As the holder of the Warrant, the Reporting Person is entitled to purchase 2,019,060 Common Shares, exercisable until June 22, 2012, at the exercise price of $2.1850 per share, subject to certain adjustments for dividends, combinations of stock, reorganizations or mergers or similar transactions. In the event that the average closing bid prices per Common Share over a period of 20 consecutive trading days ending on or after the sixth-month anniversary of June 22, 2009 exceeds 400% of the Warrant's exercise price then in effect, the Issuer may, upon 15 business days prior written notice, call the Warrant, in whole or in part, at the redemption price equal to $0.01 per Common Share then purchasable pursuant to the Warrant called for redemption, subject to certain conditions, including the right of the holder of the Warrant to exercise the Warrant prior to the end of the 15-business day notice period.

In addition, the Issuer and the Reporting Person entered into a Registration Rights Agreement, pursuant to which the Issuer agreed to file a registration statement with respect to the Common Shares purchased under the Securities Purchase Agreement and the Warrant Shares as soon as practicable and in no event later than July 22, 2009, and to use its best efforts to cause the Registration Statement to become effective as soon as practicable thereafter, and in no event later than October 20, 2009.

The foregoing descriptions are hereby qualified in their entirety by the Securities Purchase Agreement, the Warrant and the Registration Rights Agreement, copies of which are attached to this Statement as Exhibits 99.2, 99.3 and 99.4, respectively, and which are incorporated herein by reference.

Item 7. Material to Be Filed as Exhibits

Exhibit 99.1: Joint Filing Agreement by and between Max Display Enterprises Limited and Walsin Lihwa Corporation, dated June 30, 2009.

Exhibit 99.2: Securities Purchase Agreement by and among Microvision, Inc., Max Display Enterprises Limited and Walsin Lihwa Corporation, dated June 22, 2009.

Exhibit 99.3: Warrant No. 120 to Purchase Common Stock of Microvision, Inc., dated June 22, 2009.

Exhibit 99.4: Registration Rights Agreement, by and between Microvision, Inc. and Max Display Enterprises Limited, dated June 22, 2009.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 30, 2009

MAX DISPLAY ENTERPRISES LIMITED

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Director

WALSIN LIHWA CORPORATION

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Chairman

ANNEX A-1

The name, position and present principal occupation of each director of Max Display are set forth below. Max display does not have any officers. The business address for each of the directors listed below is 11/F No. 411Rueiguang Road, Neihu, Taipei 114, Taiwan, Republic of China. All directors listed below are citizens of the Republic of China.

Name	Position	Present Principal Occupation
Yu Lon Chiao	Director	Chairman and Acting President of Walsin Lihwa
Pan Wen Hu	Director	Director of Accounting Division of Walsin Lihwa

ANNEX A-2

The name, position and present principal occupation of each director and executive officer of Walsin Lihwa are set forth below. The business address for each of the executive officers and directors listed below is 11/F No. 411Rueiguang Road, Neihu, Taipei 114, Taiwan, Republic of China. All executive officers and directors listed below are citizens of the Republic of China.

Name	Position	Present Principal Occupation
Yu Lon Chiao	Chairman of the Board and Acting President	Chairman and Acting President of Walsin Lihwa
Yu-Cheng Chiao	Vice Chairman and Deputy Chief Executive Officer	Vice Chairman and Deputy Chief Executive Officer of Walsin Lihwa
Yu-Heng Chiao	Managing Director	Chairman of Walsin Technology
Patricia Chiao	Director, President of Copper Business Group	President of Copper Business Group of Walsin Lihwa
Yu-Chi Chiao	Director	Chairman of Hannstar Display Corp.
Tong-Shung Wu	Director	Managing (Independent) Supervisor, TECO Electric & Machinery Co., Ltd.
Jih-Chang Yang	Director	Senior Advisor of SESODA Corp.
Hui-Ming Cheng	Director	Chief Financial Officer, HTC Corp.
Yi-Yi Tai	Director	Director of He Sen Co. Ltd.
Wu-Shung, Hong	Director	Chairman of Chin-Cherng Construction Corp.
Wang-Tsai Lin	Director, Special Assistant to Chairman	Special Assistant to Chairman of Walsin Lihwa
Wen-Yuan Chu	Supervisor	General Manager of Xcellink Pte Ltd.
Yeu-Yuh Chu	Supervisor	General Manager of Walsin Technology
Yuan-Chi Chao	Supervisor	Chairman of Concord Asia Finance Ltd.
Wen C. Chang	President of Specialty Steel Business Group	President of Specialty Steel Business Group of Walsin Lihwa
Dr. Jo-Chi Tsou	President of Precision Materials Business Group	President of Precision Materials Business Group of Walsin Lihwa
Ben Chi	President of Wire and Cable Business Group	President of Wire and Cable Business Group of Walsin Lihwa
Yue sheng Liang	Chief Technology Officer	Chief Technology Officer of Walsin Lihwa

EXHIBIT 99.1

JOINT FILING AGREEMENT

Dated as of June 30, 2009

In accordance with Rule 13d-1(k) under the U.S. Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including any amendments thereto) with respect to the common shares of Microvision, Inc., and that this Joint Filing Agreement be included as an Exhibit to such joint filing. The undersigned acknowledge that (i) each of the undersigned shall be responsible for the timely filing of such statement, and for the completeness and accuracy of the information concerning such person contained therein and (ii) such person is not responsible for the completeness or accuracy of the information concerning the other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be executed in one or more counterparts, and each such counterpart shall be an original but all of which, taken together, shall constitute but one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Joint Filing Agreement as of the date first written above.

MAX DISPLAY ENTERPRISES LIMITED

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Director

WALSIN LIHWA CORPORATION

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Chairman

Exhibit 99.2
EXECUTION COPY

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of June 22, 2009, by and between Microvision, Inc., a Delaware corporation (the "Company"), and Max Display Enterprises Limited, a limited liability company formed under the laws of the British Virgin Islands (the "Investor").

A. The Company wishes to sell to the Investor, and the Investor wishes to purchase, on the terms and subject to the conditions set forth in this Agreement, (i) 8,076,239 shares (the "Shares") of the Company's common stock, $.001 par value per share (the "Common Stock"), and (ii) a Warrant in the form attached hereto as Exhibit A (the "Warrant"). The shares of Common Stock into which the Warrant is exercisable are referred to herein as the "Warrant Shares", and the Shares, the Warrant and the Warrant Shares are collectively referred to herein as the "Securities".

B. The Warrant will entitle the Investor to purchase 2,019,060 number of Warrant Shares.

C. The Company has agreed to effect the registration of the Shares and the Warrant Shares for resale by the holders thereof under the Securities Act (as defined below), pursuant to a Registration Rights Agreement in the form attached hereto as Exhibit B (the "Registration Rights Agreement").

D. The sale of the Shares and the Warrant by the Company to the Investor will be effected in reliance upon the exemption from securities registration afforded by the provisions of Regulation D (as defined below), as promulgated by the Commission (as defined below) under the Securities Act.

E. The Company and Walsin Lihwa Corporation, a company limited by shares organized under the laws of the Republic of China ("Walsin Lihwa"), have agreed to enter into a Business Collaboration Agreement dated on or about the date hereof (the "Business Collaboration Agreement").

In consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. *PURCHASE AND SALE OF SHARES AND WARRANT.*

1.1. Closing of Purchase and Sale; Purchase Price. Upon the terms and subject to the satisfaction or waiver of the conditions set forth herein, the Company agrees to sell and the Investor agrees to purchase the Shares and the Warrant. The date on which the closing of such purchase and sale occurs (the "Closing") is hereinafter referred to as the "Closing Date". The Closing will be deemed to occur at the offices of Ropes & Gray, One International Place, Boston, MA 02110, when (A) this Agreement and the other Transaction Documents (as defined below) have been executed and delivered to the Investor by the Company and, to the extent applicable, by the Investor, (B) each of the conditions to the Closing described in Section 5 hereof has been satisfied or waived as specified therein and (C) full payment of the Investor's Purchase Price (as defined below) has been made by the Investor to the Company by wire transfer of immediately available

funds against physical delivery by the Company of duly executed certificates representing the Shares and the Warrant being purchased by the Investor.

1.2. Certain Definitions. When used herein, the following terms shall have the respective meanings indicated:

"Affiliate" means, as to any Person (the "subject Person"), any other Person (a) that directly or indirectly through one or more intermediaries controls or is controlled by, or is under direct or indirect common control with, the subject Person, (b) that directly or indirectly beneficially owns or holds ten percent (10%) or more of any class of voting equity of the subject Person, or (c) ten percent (10%) or more of the voting equity of which is directly or indirectly beneficially owned or held by the subject Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, through representation on such Person's board of directors or other management committee or group, by contract or otherwise.

"Board of Directors" means the Company's board of directors.

"Business Collaboration Agreement" has the meaning specified in the preamble to this Agreement.

"Business Day" means any day other than a Saturday, a Sunday or a day on which the Nasdaq Global Market or the Taiwan Stock Exchange is closed or on which banks in the City of New York or Taiwan are required or authorized by law to be closed.

"Closing" and "Closing Date" have the respective meanings set forth in Section 1.1 hereof.

"Commission" means the Securities and Exchange Commission.

"Common Stock" has the meaning specified in the preamble to this Agreement.

"Company" has the meaning specified in the preamble to this Agreement.

"Debt" means, as to any Person at any time: (a) all indebtedness, liabilities and obligations of such Person for borrowed money; (b) all indebtedness, liabilities and obligations of such Person to pay the deferred purchase price of Property or services (except trade accounts payable , accrued compensation, accrued expenses, and unearned revenue and customer deposits of such Person that, in any such case, arise in the ordinary course of business and are not more than sixty (60) days past due); (c) all capital lease obligations of such Person; (d) all indebtedness, liabilities and obligations of others guaranteed by such Person; (e) all indebtedness, liabilities and obligations secured by a Lien existing on Property owned by such Person, whether or not the indebtedness, liabilities or obligations secured thereby have been assumed by such Person or are non- -recourse to such Person; (f) all reimbursement obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bankers' acceptances, surety or other bonds and similar instruments; and (g) all indebtedness, liabilities and obligations of such Person to redeem or retire shares of capital stock of such Person.

"Disclosure Documents" means all SEC Documents filed by the Company at least two (2) Business Days prior to the date of this Agreement via the Commission's Electronic Data Gathering, Analysis and Retrieval system (EDGAR) in accordance with the requirements of Regulation S-T under the Exchange Act.

"Effective Date" has the meaning set forth in the Registration Rights Agreement.

"Environmental Law" means any federal, state, provincial, local or foreign law, statute, code or ordinance, principle of common law, rule or regulation, as well as any Permit, order, decree, judgment or injunction issued, promulgated, approved or entered thereunder, relating to pollution or the protection, cleanup or restoration of the environment or natural resources, or to the public health or safety, or otherwise governing the generation, use, handling, collection, treatment, storage, transportation, recovery, recycling, discharge or disposal of hazardous materials.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Execution Date" means the date of this Agreement.

"FINRA" means the Financial Industry Regulatory Authority.

"GAAP" means generally accepted accounting principles, applied on a consistent basis, as set forth in (i) opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants, (ii) statements of the Financial Accounting Standards Board and (iii) interpretations of the Commission and the staff of the Commission. Accounting principles are applied on a "consistent basis" when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

"Governmental Authority" means any nation or government, any state, provincial or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation any stock exchange, securities market or self-regulatory organization.

"Governmental Requirement" means any law, statute, code, ordinance, order, rule, regulation, judgment, decree, injunction, franchise, license or other directive or requirement of any federal, state, county, municipal, parish, provincial or other Governmental Authority or any department, commission, board, court, agency or any other instrumentality of any of them.

"Intellectual Property" means any U.S. or foreign patents, patent rights, patent applications, trademarks, trade names, service marks, brand names, logos and other trade designations (including unregistered names and marks), trademark and service mark registrations and applications, copyrights and copyright registrations and applications, inventions, invention disclosures, protected formulae, formulations, processes, methods, trade secrets, computer software, computer programs and source codes, manufacturing research and similar technical information,

engineering know-how, customer and supplier information, assembly and test data drawings or royalty rights.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investor" has the meaning specified in the preamble to this Agreement."Investor Party" has the meaning specified in Section 4.10 hereof."Key Employee" has the meaning specified in Section 3.19 hereof. "Lien" means, with respect to any Property, any mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, tax lien, financing statement, pledge, charge, or other lien, charge, easement, encumbrance, preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever on or with respect to such Property (including, without limitation, any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing). "Market Price" means, as of a particular date, the average closing price for the ten (10) consecutive Trading Days occurring immediately prior to (but not including) such date. For the avoidance of doubt, the Market Price shall be determined by adding the daily closing price for each of the ten (10) Trading Days immediately preceding the relevant date, and dividing such sum by ten (10).

"Material Adverse Effect" means an effect that is material and adverse to (i) the consolidated business, properties, assets (including intangible assets), operations, results of operations, condition (financial or otherwise), prospects or customer, supplier or employee relations of the Company and its Subsidiaries taken as a whole, (ii) the ability of the Company to perform its obligations under this Agreement or the other Transaction Documents (as defined below) or (iii) the rights and benefits to which the Investor is entitled under this Agreement and the other Transaction Documents.

"Material Contracts" means, as to the Company, any agreement required pursuant to Item 601 of Regulation S-B or Item 601 of Regulation S-K, as applicable, promulgated under the Securities Act to be filed as an exhibit to any report, schedule, registration statement or definitive proxy statement filed or required to be filed by the Company with the Commission under the Exchange Act or any rule or regulation promulgated thereunder, and any and all amendments, modifications, supplements, renewals or restatements thereof.

"Pension Plan" means an employee benefit plan (as defined in ERISA) maintained by the Company for employees of the Company or any of its Affiliates."Permitted Liens" means the following:

(a) encumbrances consisting of easements, rights-of-way, zoning restrictions or other restrictions on the use of real property or imperfections to title that do not (individually or in the aggregate) materially impair the ability of the Company to use such Property in its businesses, and none of which is violated in any material respect by existing or proposed structures or land use;

(b) Liens for taxes, assessments or other governmental charges (including, without limitation, in connection with workers' compensation and unemployment insurance) that are not delinquent or which are being contested in good faith by appropriate

proceedings, which proceedings have the effect of preventing the forfeiture or sale of the Property subject to such Liens, and for which adequate reserves (as determined in accordance with GAAP) have been established; and

(c) Liens of mechanics, materialmen, warehousemen, carriers, landlords or other similar statutory Liens securing obligations that are not yet due and are incurred in the ordinary course of business or which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the Property subject to such Liens, for which adequate reserves (as determined in accordance with GAAP) have been established.

"Person" means any individual, corporation, trust, association, company, partnership, joint venture, limited liability company, joint stock company, Governmental Authority or other entity.

"Principal Market" means the principal exchange or market on which the Common Stock is listed or traded.

"Property" means property and/or assets of all kinds, whether real, personal or mixed, tangible or intangible (including, without limitation, all rights relating thereto).

"Purchase Price" means, with respect to the Investor, the number of Shares purchased by the Investor at the Closing times 1.8573.

"Registrable Securities" has the meaning set forth in the Registration Rights Agreement.

"Registration Rights Agreement" has the meaning specified in the preamble to this Agreement.

"Regulation D" means Regulation D under the Securities Act or any successor provision.

"Reserved Amount" has the meaning specified in Section 4.3 hereof.

"Rule 144" means Rule 144 under the Securities Act or any successor provision.

"SEC Documents" has the meaning specified in Section 3.4 hereof.

"Section 203" has the meaning specified in Section 3.31 hereof

"Securities" has the meaning specified in the preamble to this Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"Share" has the meaning specified in the preamble to this Agreement.

"Subsidiary" means, with respect to a Person, any corporation or other entity (other than an entity having no material operations or business during the twelve month period immediately preceding the Execution Date) of which at least a majority of the outstanding shares of stock or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors (or Persons performing similar functions) of such corporation or entity (regardless of whether or not at the time, in the case of a corporation, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person.

"Tax" shall mean (i) any and all federal, state, local and foreign taxes, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise, property and other similar taxes, together with all interest, penalties and additions imposed with respect to such amounts whether disputed or not, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being or ceasing to be a member of an affiliated, consolidated, combined or unitary group for any period (including any liability under Treasury Regulation Section 1.1502-6 or any comparable provision of foreign, state or local law) and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

"Tax Returns" shall mean any return, report, information return or other document (including any related or supporting information) filed or required to be filed with any taxing authority with respect to Taxes.

"Termination Date" means the first date on which there is no Warrant outstanding.

"Trading Day" means any day on which the Common Stock is purchased and sold on the Principal Market.

"Transaction Documents" means, collectively, this Agreement, the Registration Rights Agreement, the Warrant, the Business Collaboration Agreement and all other agreements, documents and other instruments executed and delivered by or on behalf of the Company or any of its officers at the Closing.

"Walsin Lihwa" has the meaning specified in the preamble to this Agreement.

"Warrant" has the meaning specified in the preamble to this Agreement.

"Warrant Share" has the meaning specified in the preamble to this Agreement.

1.3. Other Definitional Provisions. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words "hereof", "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

2. *REPRESENTATIONS AND WARRANTIES OF THE INVESTOR.*

The Investor hereby represents and warrants to the Company and agrees with the Company that, as of the Execution Date and as of the Closing Date:

2.1. Authorization; Enforceability. The Investor is duly and validly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization with the requisite corporate power and authority to purchase the Shares and the Warrant to be purchased by it hereunder and to execute and deliver this Agreement and the other Transaction Documents to which it is a party. This Agreement and the Business Collaboration Agreement constitute, and upon execution and delivery thereof, each other Transaction Document to which the Investor is a party will constitute, the Investor's valid and legally binding obligation, enforceable in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) general principles of equity.

2.2. Accredited Investor. The Investor (i) is an "accredited investor" as that term is defined in Rule 501 of Regulation D and (ii) is acquiring the Securities in the ordinary course of its business, solely for its own account, and not with a view to the public resale or distribution of all or any part thereof, except pursuant to sales that are registered under the Securities Act or are exempt from the registration requirements of the Securities Act and does not have any agreement or understanding with any person to distribute any of the Securities.

2.3. Information. The Company has, prior to the Execution Date, provided the Investor with information regarding the business, operations and financial condition of the Company and has, prior to the Execution Date, granted to the Investor the opportunity to ask questions of and receive satisfactory answers from representatives of the Company, its officers, directors, employees and agents concerning the Company and materials relating to the terms and conditions of the purchase and sale of the Securities hereunder, as the Investor deems relevant in making an informed decision with respect to its investment in the Securities. The Investor is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment. Neither such information nor any other investigation conducted by the Investor or any of its representatives shall modify, amend or otherwise affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement.

2.4. Limitations on Disposition. The Investor acknowledges that, except as provided in the Registration Rights Agreement, the Securities have not been and are not being registered under the Securities Act and may not be transferred or resold without registration under the Securities Act or unless pursuant to an exemption therefrom.

2.5. Legend. The Investor understands that the certificates representing the Securities may bear at issuance a restrictive legend in substantially the following form:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state, and may not be offered, transferred, pledged, hypothecated, sold or otherwise disposed of unless a registration statement under the Securities Act and applicable state securities laws shall have

become effective with regard thereto, or an exemption from registration under the Securities Act and applicable state securities laws is available in connection with such offer or sale."

Notwithstanding the foregoing, it is agreed that, as long as (A) the resale or transfer (including, without limitation, a pledge) of any of the Securities is registered pursuant to an effective registration statement and the holder of such Securities represents in writing to the Company that such Securities have been or will be sold pursuant to such registration statement or (B) such Securities have been sold pursuant to Rule 144, subject to receipt by the Company of customary documentation in connection therewith, or (C) such Securities are eligible for resale under Rule 144(k) or any successor provision and the holder thereof represents in writing to the Company that it is eligible to use such rule for public resales of such Securities, the certificates representing such Securities shall be issued without any legend or other restrictive language and, with respect to Securities upon which such legend is stamped, the Company shall issue new certificates without such legend to the holder upon request.

2.6. Reliance on Exemptions. The Investor understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of U.S. federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations and warranties of the Investor set forth in this Section 2 in order to determine the availability of such exemptions and the eligibility of the Investor to acquire the Securities.

2.7. Fees. The Investor will indemnify and hold harmless the Company from and against any claim against the Company by any person or entity alleging that, as a result of any agreement or arrangement between such Person and the Investor with respect to the purchase and sale of the Securities contemplated hereby, the Company is obligated to pay any compensation, fee, cost or related expenditure in connection with the purchase and sale of the Securities contemplated hereby.

3. *REPRESENTATIONS AND WARRANTIES OF THE COMPANY.*

The Company hereby represents and warrants to the Investor that, except as (i) expressly set forth in the disclosure schedules to this Agreement dated as of the Execution Date with specific reference to the Section or subsection of this Agreement to which information stated in such disclosure schedule relates or (ii) qualified by disclosure in the SEC Documents if such qualification is expressly set forth in the applicable Section and subsection of this Section 3 and to the extent the qualifying nature of such disclosure is readily apparent on its face, but excluding any disclosure in such SEC Documents to the extent that it is predictive, cautionary or forward-looking in nature (it being understood and agreed that facts underlying any such predictive, cautionary or forward-looking statements shall not be excluded to the extent those facts are stated in such SEC Documents and in existence on the date of such SEC Documents), as of the Execution Date and as of the Closing Date:

3.1. Organization, Good Standing and Qualification. The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has all requisite power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which it conducts business except where the failure so to qualify has not had or would

not reasonably be expected to have a Material Adverse Effect. The Company does not have any Subsidiaries.

3.2. Authorization; Consents. The Company has the requisite corporate power and authority to enter into and perform its obligations under the Transaction Documents, including, without limitation, its obligations to issue and sell the Securities to the Investor in accordance with the terms hereof and thereof, and to issue the Warrant Shares upon exercise of the Warrant. All corporate action on the part of the Company by its officers, directors and stockholders necessary for the authorization, execution and delivery of, and the performance by the Company of its obligations under, the Transaction Documents has been taken, and no further consent or authorization of the Company, its Board of Directors, stockholders, any Governmental Authority or organization (other than such approval as may be required under the Securities Act and applicable state securities laws in respect of the registration or qualification of the Registrable Securities (as defined in the Registration Rights Agreement) required under the Registration Rights Agreement), or any other Person is required (pursuant to any rule of the FINRA or otherwise).

3.3. Due Execution; Enforceability. This Agreement and the Business Collaboration Agreement have been and, at or prior to the Closing, each other Transaction Document to be delivered at the Closing will be, duly executed and delivered by the Company. This Agreement and the Business Collaboration Agreement constitute and, upon the execution and delivery thereof by the Company, each other Transaction Document will constitute the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) general principles of equity.

3.4. Disclosure Documents; Agreements; Financial Statements; Other Information. The Company is subject to the reporting requirements of the Exchange Act and has filed with the Commission all reports, schedules, registration statements and definitive proxy statements that the Company was required to file with the Commission on or after December 31, 2008 (collectively, the "SEC Documents"). The Company is not aware of any event occurring or expected to occur on or prior to the Closing Date (other than the transactions effected hereby and quarterly releases of financial results) that would require the filing of, or with respect to which the Company intends to file, a Form 8-K after the Closing. Each SEC Document, as of the date of the filing thereof with the Commission (or if amended or superseded by a filing prior to the Execution Date, then on the date of such amending or superseding filing), complied in all material respects with the requirements of the Securities Act or Exchange Act, as applicable, and the rules and regulations promulgated thereunder and, as of the date of such filing (or if amended or superseded by a filing prior to the Execution Date, then on the date of such filing), such SEC Document (including all exhibits and schedules thereto and documents incorporated by reference therein) did not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All documents required to be filed as exhibits to the SEC Documents have been filed as required. Except as set forth in the Disclosure Documents, the Company has no liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business which, under GAAP, are not required to be reflected in the financial statements included in the Disclosure Documents and which, individually or in the aggregate, are not material to the business

or financial condition of the Company. As of their respective dates, the financial statements of the Company included in the SEC Documents have been prepared in accordance with GAAP (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end adjustments).

3.5. Due Authorization; Valid Issuance. The Shares and the Warrant are duly authorized and, when issued, sold and delivered in accordance with the terms hereof, (i) the Shares and the Warrant will be duly and validly issued, and the Shares will be fully paid and nonassessable; in each case, free and clear of any Liens imposed by or through the Company, and (ii) assuming the accuracy of the Investor's representations in this Agreement, the Shares and the Warrant will be issued, sold and delivered in compliance with all applicable federal and state securities laws. The Warrant Shares are duly authorized and reserved for issuance and, when issued in accordance with the terms of the Warrant, will be duly and validly issued, fully paid and nonassessable, free and clear of any Liens imposed by or through the Company and, assuming the accuracy of the Investor's representations in this Agreement at the time of exercise, will be issued, sold and delivered in compliance with all applicable federal and state securities laws.

3.6. No Conflict with Other Instruments. The Company is not in violation of any provisions of its charter, bylaws or any other governing document or in default (and no event has occurred which, with notice or lapse of time or both, would constitute a default) under any provision of any instrument or contract to which it is a party or by which it or any of its Property is bound, or in violation of any provision of any Governmental Requirement applicable to it, except for any violation or default under any such instrument or contract or any violation of any provision of a Governmental Requirement that, individually or in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect. The (i) execution, delivery and performance of this Agreement and the other Transaction Documents, and (ii) consummation of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Shares and the Warrant and the reservation for issuance and issuance of the Warrant Shares) will not result in any violation of any provisions of the Company's charter, bylaws or any other governing document or in a default under any provision of any instrument or contract to which it is a party or by which it or any of its Property is bound, or in violation of any provision of any Governmental Requirement applicable to the Company or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument or contract or an event which results in the creation of any Lien upon any assets of the Company.

3.7. Form S-3. The Company is eligible to register the Registrable Securities for resale by the Investor on a registration statement on Form S-3 under the Securities Act.

3.8. Fees. The Company is not obligated to pay any compensation or other fee, cost or related expenditure to any underwriter, broker, agent or other representative in connection with the transactions contemplated hereby. The Company will indemnify and hold harmless the Investor from and against any claim against the Investor by any Person alleging that, as a result of any agreement or arrangement between such Person and the Company, the Investor is obligated to

pay any such compensation, fee, cost or related expenditure in connection with the transactions contemplated hereby or the other Transaction Documents.

3.9. Solicitation; Other Issuances of Securities. Neither the Company nor any of its Subsidiaries or Affiliates, nor any person acting on its or their behalf, (i) has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities, or (ii) has, directly or indirectly, made any offers or sales of any security or the right to purchase any security, or solicited any offers to buy any security or any such right, under circumstances that would require registration of the Securities under the Securities Act.

3.10. Exchange Act Registration; Listing. The Company files supplementary and periodic information, documents, and reports pursuant to Section 15(d) of the Exchange Act. The Company's Common Stock is registered pursuant to Section 12(g) of the Exchange Act and is listed on the Nasdaq Global Market. The Company currently meets the continuing eligibility requirements for listing on the Nasdaq Global Market and has not received any notice from such market or the FINRA that it does not currently satisfy such requirements or that such continued listing is in any way threatened. The Company has taken no action designed to, or which, to the knowledge of the Company, would reasonably be expected to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the Nasdaq Global Market.

3.11. Investment Company Status. The Company is not, and immediately after receipt of payment for the Shares and the Warrant issued under this Agreement will not be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act, and shall conduct its business in a manner so that it will not become subject to the Investment Company Act.

3.12. Capitalization. The authorized capital stock of the Company as of the date hereof is as set forth in the SEC Documents. The capitalization of the Company as of March 31, 2009, including its authorized capital stock, the number of shares issued and outstanding, the number of shares issuable and reserved for issuance pursuant to the Company's stock option plans and agreements, the number of shares issuable and reserved for issuance pursuant to securities (other than the Warrant) exercisable for, or convertible into or exchangeable for any shares of Common Stock and the number of shares initially to be reserved for issuance upon exercise of the Warrant, is as set forth in the SEC Documents. All issued and outstanding shares of capital stock of the Company have been, or upon issuance will be, validly issued, fully paid and non-assessable. No shares of capital stock of the Company were issued in violation of any preemptive rights or any other similar rights of security holders of the Company. Except as disclosed in the SEC Documents, there are no outstanding preemptive rights, rights of first refusal, shareholder rights, options, warrants, scrip, rights to subscribe to, calls or commitments of any capital stock of the Company, or arrangements by which the Company is or may become (as a result of the transactions contemplated hereby or the other Transaction Documents or otherwise) bound to issue additional shares or capital stock of the Company (whether pursuant to anti-dilution, "reset" or other similar provisions).

3.13. Financial Condition. The Company's financial condition is, in all material respects, as described in the SEC Documents, except for changes in the ordinary course of business.

Except for changes in the ordinary course of business, since March 31, 2009 there has been no (i) material adverse change to the Company's business, operations, properties, financial condition, or results of operations or (ii) change by the Company in its accounting principles, policies and methods except as required by changes in the GAAP or applicable law.

3.14. No Undisclosed Liabilities. The Company does not have any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against in the financial statement described in Section 3.4 hereof to the extent required to be so reflected or reserved against in accordance with GAAP, except for liabilities that have arisen since March 31, 2009 in the ordinary course of business or that have not had a Material Adverse Effect.

3.15. Taxes.

(a) The Company has filed all material Tax Returns required to have been filed as of the date hereof (or extensions have been duly obtained) and such Tax Returns are correct and complete in all material respects and have paid all material Taxes required to have been timely paid by it in full through the date hereof, except to the extent such Taxes are both (A) being challenged in good faith and (B) adequately provided for on the Financial Statements in accordance with GAAP.

(b) The Company does not have any material liability for Taxes of any Person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law with respect to income taxes), as a transferee or successor or by contract.

(c) No deficiencies for any material Taxes have been proposed or assessed in writing against or with respect to the Company and there is no outstanding material audit, assessment, dispute or claim concerning any Tax liability of the Company pending or raised by an authority in writing.

(d) The Company has not participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2).

3.16. Litigation. There is no material claim, litigation or administrative proceeding pending or, to the Company's knowledge, threatened or contemplated, against the Company or, to the Company's knowledge, against any officer, director or employee of the Company in connection with such person's employment therewith, except as described in the SEC Documents. The Company is not a party to or subject to the provisions of, any order, writ, injunction, judgment or decree of any court or Governmental Authority which has had or would reasonably be expected to have a Material Adverse Effect.

3.17. Intellectual Property.

(a) The Company owns, free and clear of claims or rights or any other Person, with full right to use, sell, license, sublicense, dispose of, and bring actions for infringement of, or, to the Company's knowledge, has acquired licenses or other rights to use, all Intellectual Property necessary for the conduct of its business as presently conducted (other than with respect to

software which is generally commercially available and not used or incorporated into the Company's products and open source software which may be subject to one or more "general public" licenses). All works that are used or incorporated into the Company's services, products or services or products actively under development and which are proprietary to the Company were developed by or for the Company by the current or former employees, consultants or independent contractors of the Company or its predecessors in interest or purchased or licensed by the Company or its predecessors in interest.

(b) The business of the Company as presently conducted and the production, marketing, licensing, use and servicing of any products or services of the Company do not, to the Company's knowledge, infringe or conflict with any patent, trademark, copyright, or trade secret rights of any third parties or any other Intellectual Property of any third parties in any material respect. The Company has not received written notice from any third party asserting that any Intellectual Property owned or licensed by the Company, or which the Company otherwise has the right to use, is invalid or unenforceable by the Company and, to the Company's knowledge, there is no valid basis for any such claim (whether or not pending or threatened).

(c) No claim is pending or, to the Company's knowledge, threatened against the Company nor has the Company received any written notice or other written claim from any Person asserting that any of the Company's present or contemplated activities infringe or may infringe in any material respect any Intellectual Property of such Person and the Company is not aware of any infringement by any other Person of any material rights of the Company under any Intellectual Property Rights.

(d) All licenses or other agreements under which the Company is granted Intellectual Property (excluding licenses to use software utilized in the Company's internal operations and which is generally commercially available) are in full force and effect and, to the Company's knowledge, there is no material default by any party thereto. The Company has no reason to believe that the licensors under such licenses and other agreements do not have and did not have all requisite power and authority to grant the rights to the Intellectual Property purported to be granted thereby.

(e) The Company has taken all steps required in accordance with commercially reasonable business practice to establish and preserve its ownership in its owned Intellectual Property and to keep confidential all material technical information developed by or belonging to the Company which has not been patented or copyrighted. To the Company's knowledge, the Company is not making any material unlawful use of any Intellectual Property of any other Person, including, without limitation, any former employer of any past or present employees of the Company. To the Company's knowledge, neither the Company nor any of its employees has any agreements or arrangements with former employers of such employees relating to any Intellectual Property of such employers, which materially interfere or conflict with the performance of such employee's duties for the Company or result in any former employers of such employees having any rights in, or claims on, the Company's Intellectual Property. Each current and former employee of the Company who has had access to material confidential Intellectual Property has executed agreements regarding confidentiality, proprietary information and assignment of inventions and copyrights to the Company, each independent contractor or consultant of the Company who has or who had access to material confidential Intellectual Property or who is or has

been involved with the development of material confidential Intellectual Property has executed agreements regarding confidentiality and proprietary information, and the Company has not received written notice that any employee, consultant or independent contractor is in violation of any agreement or in breach of any agreement or arrangement with former or present employers relating to proprietary information or assignment of inventions. Without limiting the foregoing: (i) the Company has taken reasonable security measures to guard against unauthorized disclosure or use of any of its Intellectual Property; and (ii) the Company has no reason to believe that any Person (including, without limitation, any former employee or consultant of the Company) has unauthorized possession of any of its Intellectual Property, or any part thereof, or that any Person has obtained unauthorized access to any of its Intellectual Property. The Company is in compliance in all material respects with its obligations pursuant to all agreements relating to Intellectual Property rights that are the subject of licenses granted by third parties, except for any non-compliance that has not had or would not reasonably be expected to have a Material Adverse Effect.

3.18. Foreign Corrupt Practices. Neither the Company, nor to the Company's knowledge, any director, officer, agent, employee or other person acting on behalf of the Company, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee (including, without limitation, any bribe, rebate, payoff, influence payment, kickback or other unlawful payment), or (ii) violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, except in each case as would not have a Material Adverse Effect.

3.19. Key Employees. Each of the Company's executive officers (as defined in Rule 501(f) of the Securities Act) (each, a "Key Employee") is currently serving in the capacity described in the Disclosure Documents. The Company has no knowledge of any fact or circumstance (including, without limitation, (i) the terms of any agreement to which such person is a party or any litigation in which such person is or may become involved and (ii) any illness or medical condition that could reasonably be expected to result in the disability or incapacity of such person) that would limit or prevent any such person from serving in such capacity on a full-time basis in the foreseeable future, or of any intention on the part of any such person to limit or terminate his or her employment with the Company.

3.20. Employee Matters. There is no strike, labor dispute or union organization activity pending or, to the Company's knowledge, threatened between it and its employees. No employees of the Company belong to any union or collective bargaining unit. The Company has complied in all respects with all applicable federal and state equal opportunity and other laws related to employment, except as would not have a Material Adverse Effect.

3.21. ERISA. Except as described in the Company's SEC Documents, the Company does not maintain or contribute to, or have any obligation under, any Pension Plan. The Company is in compliance in all material respects with the presently applicable provisions of ERISA and the United States Internal Revenue Code of 1986, as amended, with respect to each Pension Plan except in any such case for any such matters that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

3.22. Environment. To the Company's knowledge, the Company does not have any current liability under any Environmental Law, nor, to the Company's knowledge, do any factors exist that are reasonably likely to give rise to any such liability that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, the Company has not violated any Environmental Law applicable to it now or previously in effect, other than such violations or infringements that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

3.23. Insurance. The Company maintains insurance in such amounts and covering such losses and risks as the Company believes to be reasonably prudent in relation to the businesses in which the Company is engaged. No notice of cancellation has been received for any of such policies and the Company is in compliance with all of the terms and conditions thereof. The Company has no reason to believe that it will not be able to renew any existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue doing business as currently conducted without a significant increase in cost, other than normal increases in the industry. Without limiting the generality of the foregoing, the Company maintains directors and officers insurance in an amount deemed to be reasonable and appropriate by the Company's Board of Directors.

3.24. Property. The Company does not own any real property. The Company owns all personal Property owned by it free and clear of all Liens except for Permitted Liens and except for such Liens which, individually and together with all other Liens (including without limitation Permitted Liens) do not have, and cannot reasonably be expected to have, a Material Adverse Effect. Any Property held under lease by the Company is held by it, to the Company's knowledge, under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially interfere with the use made or proposed to be made of such Property by the Company.

3.25. Regulatory Permits. The Company possesses all material certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct its businesses other than where the failure to possess such certificates, authorizations or permits, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect. The Company has not received any notice or otherwise become aware of any proceedings, inquiries or investigations relating to the revocation or modification of any such certificate, authorization or permit.

3.26. Transfer Taxes. No stock transfer or other taxes (other than income taxes) are required to be paid under United States federal, state or local laws in connection with the issuance and sale of any of the Securities.

3.27. Sarbanes-Oxley Act; Internal Controls and Procedures. The Company is in material compliance with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 and any and all applicable rules and regulations promulgated by the SEC thereunder that are effective as of the date hereof. The Company maintains internal accounting controls, policies and procedures, and such books and records as are reasonably designed to provide reasonable assurance that (i) all transactions to which the Company is a party or by which its properties are bound are effected by a duly authorized employee or agent of the Company, supervised by and acting within

the scope of the authority granted by the Company's senior management; (ii) the recorded accounting of the Company's consolidated assets is compared with existing assets at regular intervals; and (iii) all transactions to which the Company is a party, or by which its properties are bound, are recorded (and such records maintained) in accordance with all Governmental Requirements and as may be necessary or appropriate to ensure that the financial statements of the Company are prepared in accordance with GAAP.

3.28. Solvency. After giving effect to the transactions contemplated by this Agreement, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing Debt as such Debt matures or is otherwise payable and (ii) the current cash flow of the Company, together with the proceeds the Company would receive upon liquidation of its assets, after taking into account all anticipated uses of such amounts, would be sufficient to pay all Debt when such Debt is required to be paid. The Company has no knowledge of any facts or circumstances which lead it to believe that it will be required to file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction, and has no present intention to so file.

3.29. Transactions with Interested Persons. Except as set forth in the SEC Documents, to the Company's knowledge, there are no business relationships or related-party transactions involving the Company and its officers or directors that are of the type required to be disclosed to the Commission.

3.30. Section 203; Rights Agreement. The Board of Directors has heretofore taken all necessary action to approve, and has approved, for purposes of Section 203 of the Delaware General Corporation Law (including any successor statute thereto "Section 203") the Investor's becoming, together with its Affiliates and associates, an "interested stockholder" within the meaning of Section 203 solely as result of the transaction contemplated by this Agreement, such that, as of the Execution Date and from and after the Closing, Section 203 will not be applicable to any "business combination" within the meaning of Section 203 that may take place between the Investor and/or its affiliates or associates, on the one hand, and the Company, on the other, solely as a result of the transactions contemplated by this Agreement. The Company does not have a rights agreement, poison pill or similar arrangement in place.

4. *COVENANTS OF THE COMPANY AND THE INVESTOR.*

4.1. Participation Rights. If the Investor does not lead the next equity financing round for the Company, whether (a) because the Investor was unable to arrange a syndicate, (b) an offered financing was not accepted by the Company or (c) any other reason, then, the Company will use commercially reasonable efforts to permit the Investor to invest fifteen percent (15%) (or greater if mutually agreed) of each subsequent equity financing over the two (2) years following the Closing Date at the same time and on the same terms as other investors in such financing, subject to Nasdaq and U.S. securities laws limitations, if any. To the extent practical under the circumstances, the Company will use commercially reasonable efforts to provide the Investor with a written notice (the "Participation Notice"), which the Company will use commercially reasonable efforts to provide not less than ten (10) Business Days prior to the expected date of the closing of such financing, which notice shall set forth in reasonable details, to the extent then known, the material terms of such financing, the expected date of the closing of such financing and, unless the Company is restricted

from doing so, identities of the other investors. If the Investor indicates a desire to participate in such financing in writing, the Company will also use commercially reasonable efforts to keep the Investor reasonably informed of material developments in such financing and will instruct any placement agent, underwriter or broker hired by the Company to use commercially reasonable efforts to permit the Investor to participate in such financing as described above if so desired by the Investor. The Investor will keep strictly confidential, and not use for any purpose other than evaluating its participation in such financing, any information provided to it by the Company hereunder. Without limiting the foregoing, in no event will Investor contact any proposed investor identified to the Investor hereunder with respect to a proposed investment in the Company. The Investor's right under this Section 4.1 will terminate if the Investor chooses not to participate in any such financing.

4.2. Director Seat. The Company will promptly as practicable add a person designated by the Investor in writing, who is reasonably acceptable to the Company, to the Board of Directors and cause the Board of Directors to take all necessary actions to effect such appointment, if each of the following conditions has been satisfied: (a) either (i) the Company closes on an equity financing syndicated by the Investor of at least $25 million within the twelve (12) months following the Closing or (ii) the Investor participates in a subsequent financing over the two (2) years following the Closing by purchasing securities sold in such financings from the Company with an aggregate purchase price of at least $10 million and (b) the Investor has not at that time sold more than fifty percent (50%) of the Securities purchased pursuant to this Agreement and, if all the other conditions set forth in this Section 4.2 are satisfied prior to the second (2nd) anniversary of the Closing Date, agrees not to sell more than fifty percent (50%) of the Securities prior to the date two (2) years following the Closing Date.

4.3. Reservation of Common Stock. The Company shall, on the Closing Date, have authorized and reserved for issuance to the Investor free from any preemptive rights, and shall keep available at all times during which the Warrant is outstanding, a number of shares of Common Stock (the "Reserved Amount") that, on the Closing Date, is not less than one hundred percent (100%) of the number of Warrant Shares issuable upon exercise of the Warrant issued at the Closing, without regard to any limitation or restriction on such conversion or exercise that may be set forth in the Warrant. In the event that the Reserved Amount is insufficient at any time to cover one hundred percent (100%) of the Registrable Securities issuable upon the exercise of the Warrant (without regard to any restriction on such conversion or exercise), the Company shall take such action (including, without limitation, holding a meeting of its stockholders) to increase the Reserved Amount to cover one hundred percent (100%) of the Registrable Securities issuable upon such conversion and exercise, such increase to be effective not later than the thirtieth (30th) day (or sixtieth (60th) day, in the event stockholders approval is required for such increase) following the Company's receipt of written notice of such deficiency. While the Warrant is outstanding, the Company shall not reduce the Reserved Amount without obtaining the prior written consent of the Investor.

4.4. Limitations on Disposition. The Investor shall not sell, transfer, assign or dispose of any Securities, unless:

(a) there is then in effect an effective registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) the Investor has notified the Company in writing of any such disposition, and furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such Securities under the Securities Act; provided, however, that no such opinion of counsel will be required (A) if the sale, transfer or assignment complies with federal and state securities laws and is made to a fund or other institutional investor that is an Affiliate of the Investor and which is also an "accredited investor" as that term is defined in Rule 501 of Regulation D; provided, that such Affiliate provides the Company with customary accredited investor and investment representations (comparable with those set forth in Section 2.2 hereof), and agrees to be bound by the terms and conditions of this Agreement or (B) if the sale, transfer or assignment is made pursuant to Rule 144 and the Investor provides the Company with evidence reasonably satisfactory to the Company that the proposed transaction satisfies the requirements of Rule 144.

4.5. Press Release. The Company agrees with the Investor that the Company will (i) on or prior to 5:00 p.m. (Eastern Time) on the second Business Day following the Execution Date, issue a press release disclosing the material terms of this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby and (ii) on or prior to 5:00 p.m. (eastern time) on the fourth Business Day following the Execution Date, file with the Commission a Current Report on Form 8-K disclosing the material terms of this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby; provided, however, that the Investor shall have a reasonable opportunity to review and comment on any such press release or Form 8-K prior to the issuance or filing thereof.

4.6. Standstill. The Investor and Walsin Lihwa represent to the Company that Walsin Lihwa is not a Subsidiary of any Person. Until the second (2nd) anniversary of the date of the Closing Date, none of the Investor, Walsin Lihwa or any of their respective Subsidiaries, will, without the prior written consent of the Company:

(a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, any voting shares or direct or indirect rights to acquire any voting shares of, or economic interest in (through derivative securities or otherwise), the Company or any successor thereto;

(b) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Commission), seek to advise or influence any person or entity with respect to the voting of any voting shares of the Company or seek or propose to have called, or cause to be called, any meeting of the stockholders of the Company;

(c) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving the Company or any of its securities or assets; or

(d) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing.

The provisions of this Section 4.6 shall be inoperative and of no force or effect if, from and after the date hereof: (a) any Person or group shall have acquired or entered into a binding definitive agreement that has been approved by the Board of Directors (or any duly constituted committee thereof composed entirely of independent directors) to acquire more than 50% of the outstanding voting securities of the Company or assets of the Company or its Subsidiaries representing more than 50% of the consolidated earnings power of the Company and its subsidiaries, taken as a whole, (b) any Person commences a tender or exchange offer which, if consummated, would result in such Person's acquisition of beneficial ownership of more than 50% of the outstanding voting securities of the Company, and in connection therewith, the Company files with the Securities and Exchange Commission a Schedule 14D-9 with respect to such offer that does not recommend that the Company's stockholders reject such offer; or (c) the Board of Directors (or any duly constituted committee thereof composed entirely of independent directors) shall have determined in good faith, after consultation with outside legal counsel, that the failure to waive, limit, amend or otherwise modify the standstill provisions, would be reasonably likely to be inconsistent with the fiduciary duties of the Board of Directors under applicable law; provided, however, that with respect to clauses (a), (b) and (c) of this sentence, the Investor shall not have solicited, initiated or participated with any such other Person or group in connection with any of the transactions contemplated by clauses (a), (b) and (c) of this sentence.

The provisions of this Section 4.6 shall not limit the Investor's rights under Section 4.1 or limit the Investor from presenting an investment to the Company of up to $40 million (reduced by any funds raised by the Company after the Closing Date) in the aggregate over the next twelve (12) months in which Investor is participating with the other syndicate members provided that (i) each syndicate member agrees to keep the offer to the Company and subsequent discussions confidential in a manner reasonably acceptable to the Company and (ii) no syndicate member other than the Investor would beneficially own (as defined in Rule 13d-3 under the Exchange Act), if the offer is accepted, more than 15% of the Company's Common Stock and the Investor would not beneficially own (as defined in Rule 13d-3 under the Exchange Act), if the offer is accepted, more than 19.9% of the Company's Common Stock.

4.7. Undertakings of the Company. The Company agrees that it will, during the period beginning on the Execution Date and ending on the Termination Date:

(a) maintain its corporate existence in good standing; and

(b) comply with all Governmental Requirements applicable to the operation of its business, except for instances of noncompliance that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.8. Use of Proceeds. The Company shall use the proceeds from the sale of the Shares and the Warrant for general corporate purposes; provided, that the Company shall not use any of such proceeds (i) to pay any dividend or make any distribution on any of its securities, or (ii) to repay any loan made to or incurred by any Key Employee or any other officer or director or Affiliate of the Company.

4.9. Listing. The Company has used, or promptly following the Closing shall use, its commercially reasonable efforts to include all of the Warrant Shares issuable upon exercise of the Warrant (without regard to any limitation on such exercise) for listing on the Nasdaq Global Market.

4.10. Indemnification of Investor Parties. The Company will indemnify and hold the Investor and its directors, managers, officers, shareholders, members, partners, employees and agents (each, an "Investor Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Investor Party may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents or (b) any action instituted against the Investor, or any of its Affiliates, by any stockholder of the Company who is not an Affiliate of the Investor, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Investor's representation, warranties or covenants under the Transaction Documents or any written agreements or understandings the Investor may have with any such stockholder or any violations by the Investor of state or federal securities laws or any conduct by the Investor which constitutes fraud, gross negligence, willful misconduct or malfeasance). If any action shall be brought against any Investor Party in respect of which indemnity may be sought pursuant to this Agreement, such Investor Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing. Any Investor Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Investor Party except to the extent that (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time following such Investor Party's written request that it do so, to assume such defense and to employ counsel or (iii) in such action there is, in the reasonable opinion of such separate counsel, a material conflict on any material issue between the position of the Company and the position of such Investor Party. The Company will not be liable to any Investor Party under this Agreement (i) for any settlement by an Investor Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (ii) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to such Investor Party's wrongful actions or omissions, or gross negligence or to such Investor Party's breach of any of the representations, warranties, covenants or agreements made by the Investor in this Agreement or in the other Transaction Documents.

5. *CONDITIONS TO CLOSING.*

5.1. Conditions to Investor's Obligations at the Closing. The Investor's obligations to effect the Closing, including, without limitation, its obligation to purchase Shares and Warrant at the Closing, are conditioned upon the fulfillment (or waiver by the Investor in its sole and absolute discretion) of each of the following events as of the Closing Date, and the Company shall use its commercially reasonable efforts to cause each of such conditions to be satisfied:

(a) the representations and warranties of the Company set forth in this Agreement and in the other Transaction Documents shall be true and correct as of such date as if

made on such date (except to the extent that any such representation or warranty relates to a particular date, such representation or warranty shall be true and correct as of that particular date);

(b) the Company shall have complied with or performed all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by the Company on or before the Closing;

(c) the Company shall have delivered to the Investor a certificate, signed by the Chief Executive Officer and Chief Financial Officer of the Company, certifying that the conditions specified in Sections 5.1(a), (b), (h), (i), (k) and (l) have been fulfilled as of the Closing, it being understood that the Investor may rely on such certificate as though it were a representation and warranty of the Company made herein;

(d) the Company shall have delivered to the Investor duly executed certificates representing the Shares and the Warrant being purchased by the Investor;

(e) the Company shall have executed and delivered to the Investor the Registration Rights Agreement;

(f) the Company shall have executed and delivered to the Investor the Business Collaboration Agreement and the Business Collaboration Agreement shall be effective and shall not be terminated;

(g) the Company shall have delivered to the Investor a certificate, signed by the Secretary or an Assistant Secretary of the Company, attaching (i) the charter and bylaws of the Company, and (ii) resolutions passed by its Board of Directors to authorize the transactions contemplated hereby and by the other Transaction Documents, and certifying that such documents are true and complete copies of the originals and that such resolutions have not been amended or superseded, it being understood that the Investor may rely on such certificate as a representation and warranty of the Company made herein;

(h) the Company shall have authorized and reserved for issuance the aggregate number of shares of Common Stock issuable upon exercise of the Warrant to be issued at the Closing (such number to be determined without regard to any restriction on such exercise);

(i) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby and by the other Transaction Documents;

(j) the Closing Date shall occur on a date that is not later than July 3, 2009;

(k) there shall have occurred no material adverse change in the Company's consolidated business or financial condition since the date of the Company's most recent financial statements contained in the Disclosure Documents; and

(l) the Common Stock shall be listed on the Nasdaq Global Market.

5.2. Conditions to Company's Obligations at the Closing. The Company's obligations to effect the Closing with the Investor are conditioned upon the fulfillment (or waiver by the Company in its sole and absolute discretion) of each of the following events as of the Closing Date:

(a) the representations and warranties of the Investor set forth in this Agreement and in the other Transaction Documents to which it is a party shall be true and correct as of such date as if made on such date (except to the extent that any such representation or warranty relates to a particular date, such representation or warranty shall be true and correct as of that date);

(b) the Investor shall have complied with or performed all of the agreements, obligations and conditions set forth in this Agreement that are required to be complied with or performed by the Investor on or before the Closing;

(c) there shall be no injunction, restraining order or decree of any nature of any court or Governmental Authority of competent jurisdiction that is in effect that restrains or prohibits the consummation of the transactions contemplated hereby and by the other Transaction Documents;

(d) the Investor shall have executed each Transaction Document to which it is a party and shall have delivered the same to the Company; and

(e) the Investor shall have tendered to the Company the Purchase Price for the Shares and the Warrant being purchased by it at the Closing by wire transfer of immediately available funds.

6. *MISCELLANEOUS.*

6.1. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; *provided* that in such case the parties shall negotiate in good faith to replace such provision with a new provision which is not illegal, unenforceable or void, as long as such new provision does not materially change the economic benefits of this Agreement to the parties.

6.2. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Investor may not assign its rights and obligations hereunder without prior written consent of the Company; provided, however, that the Investor may assign all or part of its rights and obligation hereunder to its Subsidiaries, Walsin Lihwa or any of the Subsidiaries of Walsin Lihwa without the Company's prior written consent.

6.3. No Reliance. Each party acknowledges that (i) it has such knowledge in business and financial matters as to be fully capable of evaluating this Agreement, the other Transaction Documents, and the transactions contemplated hereby and thereby, (ii) it is not relying

on any advice or representation or warranty of any other party in connection with entering into this Agreement, the other Transaction Documents, or such transactions (other than the representations and warranties made in this Agreement or the other Transaction Documents), (iii) it has not received from any party any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial or otherwise) of entering into this Agreement or the other Transaction Documents or the performance of its obligations hereunder and thereunder, and (iv) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and has entered into this Agreement and the other Transaction Documents based on its own independent judgment and on the advice of its advisors as it has deemed necessary, and not on any view (whether written or oral) expressed by any party.

6.4. Injunctive Relief. The parties hereto acknowledge and agree that a breach by either of their obligations hereunder will cause irreparable harm to the other party and that the remedy or remedies at law for any such breach will be inadequate and agrees that, in the event of any such breach, in addition to all other available remedies, the non-breaching party shall be entitled to an injunction restraining any breach and requiring immediate and specific performance of such obligations.

6.5. Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Washington applicable to contracts made and to be performed entirely within the State of Washington. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the State of Washington for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby and hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

6.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or electronic mail.

6.7. Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.8. Notices. Any notice, demand or request required or permitted to be given by the Company or the Investor pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) when delivered personally or by verifiable facsimile transmission or electronic mail, unless such delivery is made on a day that is not a Business Day, in which case such delivery will be deemed to be made on the next succeeding Business Day and (ii) on the third (3rd) Business Day after timely delivery to an international overnight courier, addressed as follows:

If to the Company:

Microvision, Inc.
6222 185th Avenue NE
Redmond, WA 98052
Attn: General Counsel
Tel: (425) 415-6847
Fax: (425) 936-4411

with a copy to:

Ropes & Gray LLP
One International Place
Boston, MA 02110
Attn: Joel F. Freedman
Tel: (617) 951-7000
Fax: (617) 951-7050

If to the Investor:

Max Display Enterprises Limited
c/o Walsin Lihwa Corporation
11F, No. 411
Rueiguang Road, Neihu
Taipei 114
Taiwan, R.O.C.
Attn: Jeff Chen and Sandy Yu
Tel: 886-2-2799-2211 x 6221 (Jeff Chen) / x 6136 (Sandy Yu)
Fax: 886-2-2799-8980

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
ICBC Tower - 35th Floor
3 Garden Road, Central
Hong Kong
Attn: Chris K. H. Lin
Tel: (852) 2514-7600
Fax: (852) 2869-7694

6.9. Expenses. The Company and the Investor shall pay all of its respective costs and expenses that it incurs in connection with the negotiation, execution, delivery and performance of this Agreement or the other Transaction Documents.

6.10. Entire Agreement; Amendments. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral,

between or among the parties. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended except pursuant to a written instrument executed by the Company and the Investor and no provision hereof may be waived other than by a written instrument signed by the party against whom enforcement of any such waiver is sought. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

6.11. Survival. The representations, warranties, covenants and indemnity made by the Company herein and in the other Transaction Documents shall survive the Closing notwithstanding any diligence investigation made by or on behalf of the Investor.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement as of the date first-above written.

MICROVISION, INC.

By: /s/ Jeff T. Wilson
Name: Jeff T. Wilson
Title: Chief Financial Officer

MAX DISPLAY ENTERPRISES LIMITED

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Director

For the sole purpose of agreeing to the provisions of Section 4.6:

WALSIN LIHWA CORPORATION

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Chairman

EXHIBIT A

FORM OF WARRANT

EXHIBIT B

FORM OF REGISTRATION RIGHTS AGREEMENT

Exhibit 99.3

THIS WARRANT (THIS "WARRANT") AND THE UNDERLYING SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE OFFERED, TRANSFERRED, PLEDGED, HYPOTHECATED, SOLD OR OTHERWISE DISPOSED OF UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS SHALL HAVE BECOME EFFECTIVE WITH REGARD THERETO, OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE IN CONNECTION WITH SUCH OFFER OR SALE.

Warrant No. 120 Date of Issuance: June 22, 2009

MICROVISION, INC.

COMMON STOCK PURCHASE WARRANT

This certifies that, for good and valuable consideration, Microvision, Inc., a Delaware corporation (the "Company"), grants to the holder of this Warrant (the "Warrantholder"), which on the date hereof shall be Max Display Enterprises Limited (the "Initial Holder"), the right to subscribe for and purchase from the Company 2,019,060 validly issued, fully paid and nonassessable shares (the "Warrant Shares") of the Company's Common Stock, par value $0.001 per share (the "Common Stock"), at the purchase price per share of $2.1850 (as adjusted pursuant to the provisions of this Warrant, the "Exercise Price"), at any time and from time to time on or after the date hereof to and including 11:59 P.M. Seattle Time on June 22, 2012 (the "Expiration Date"), all subject to the terms, conditions and adjustments herein set forth. The number of Warrant Shares and the Exercise Price shall be subject to further adjustment in accordance with Section 5.

This Warrant is issued pursuant to the Securities Purchase Agreement (the "Securities Purchase Agreement") by and between the Initial Holder and the Company, dated as of the date hereof, and the Initial Holder and the Company are each parties to the Registration Rights Agreement (the "Registration Rights Agreement"), dated as of the date hereof, a copy of each of which is on file at the principal office of the Company. Accordingly, the Warrantholder shall be entitled to all of the benefits and bound by all of the applicable obligations set forth in the Securities Purchase Agreement and the Registration Rights Agreement. Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Securities Purchase Agreement.

1. Exercise or Conversion of this Warrant.

1.1. Exercise of Warrant. Subject to the terms and conditions set forth herein, this Warrant may be exercised, in whole or in part, by the Warrantholder by: (i) the delivery of this Warrant to the Company, with a duly executed Exercise Form in the form attached as Exhibit A hereto (the "Exercise Form") specifying the number of Warrant Shares to be purchased, prior to the Expiration Date; and (ii) the delivery of payment to the Company, for the account of the Company, by cash, by wire transfer of immediately available funds or by certified or bank cashier's check, of the Exercise Price for the number of Warrant Shares specified in the Exercise Form in lawful money of the United States of America. The Company agrees that such Warrant Shares shall be deemed to be issued to the Warrantholder as the record holder of such Warrant Shares as of the close of business on the date on which this Warrant shall have been surrendered and payment made for such Warrant Shares as aforesaid.

1.2. Conversion of Warrant.

1.2.1. Right to Convert. If and only if at the time of exercise there is not then effective a registration statement filed under the Securities Act registering the resale of the Warrant Shares issuable on exercise hereof, then in addition to, and without limiting, the other rights of the Warrantholder hereunder, the Warrantholder shall have the right (the "Conversion Right") to convert this Warrant or any part hereof into Warrant Shares at any time and from time to time prior to the Expiration Date. Upon exercise of the Conversion Right, the Company shall deliver to the Warrantholder, without payment by the Warrantholder of any Exercise Price or any cash or other consideration, that number of Warrant Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where: X = The number of Warrant Shares to be issued to the Warrantholder

Y = The number of Warrant Shares purchasable pursuant to this Warrant at such time or such lesser number of Warrant Shares as may be selected by the Warrantholder in the Notice of Conversion (as defined herein)

A = The Market Price (as such term is defined in the Securities Purchase Agreement) as of the Conversion Date

B = The Exercise Price

1.2.2. Method of Conversion. The Conversion Right may be exercised by the Warrantholder by the surrender of this Warrant to the Company, together with a duly executed Notice of Conversion in the form attached as Exhibit B hereto (the "Notice of Conversion") specifying that the Warrantholder intends to exercise the Conversion Right and indicating the number of Warrant Shares to be acquired upon exercise of the Conversion Right. Such conversion shall be effective upon the Company's receipt of this Warrant, together with the Notice of Conversion, or on such later date as is specified in the Notice of Conversion (the

"Conversion Date"). Certificates for the Warrant Shares so acquired shall be promptly delivered to the Warrantholder, in any event not to exceed three (3) Business Days after the Conversion Date in accordance with Section 1.3. If applicable, the Company shall, upon surrender of this Warrant for cancellation, deliver a new Warrant evidencing the rights of the Warrantholder to purchase the remaining Warrant Shares which new Warrant shall in all other respects be identical to this Warrant.

1.3. Warrant Shares Certificate. A stock certificate or certificates for the Warrant Shares specified in the Exercise Form or Notice of Conversion, as the case may be, shall be promptly delivered to the Warrantholder, in any event not to exceed three (3) Business Days after receipt of such Exercise Form or the Conversion Date, as the case may be, and receipt of payment of the purchase price, if any ("Delivery Date"). If this Warrant shall have been exercised or converted only in part, the Company shall, at the time of delivery of the stock certificate or certificates, deliver to the Warrantholder a new Warrant evidencing the rights to purchase the remaining Warrant Shares, which new Warrant shall in all other respects be identical to this Warrant.

1.4. Payment of Taxes. The issuance of certificates for Warrant Shares shall be made without charge to the Warrantholder for any stock transfer or other issuance tax or other incidental expense of issuance; provided, however, that the Warrantholder shall be required to pay any and all taxes which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the Warrantholder as reflected upon the books of the Company.

1.5. Fractional Shares. No fractional shares of Common Stock or scrip shall be issued to the Warrantholder in connection with the exercise or conversion of this Warrant. Instead of any fractional shares of Common Stock that would otherwise be issuable to the Warrantholder, the Company will pay to the Warrantholder a cash adjustment in respect of such fractional interest in an amount equal to the product of such fractional interest and the Market Price as of the date of receipt of such Exercise Form or the Conversion Date, as the case may be.

2. Duration.

This Warrant shall expire and no longer be exercisable or convertible into Warrant Shares, and its provisions shall have no further force or effect, whether or not any portion thereof has been previously exercised or converted, upon the earlier to occur of (i) the first date upon which this Warrant has been exercised for or converted into the maximum amount of Warrant Shares available for issuance upon an exercise or conversion of this Warrant at such time, (ii) the last day of the Notice Period as provided in Section 7 with respect to all Warrant Shares subject to redemption and (iii) the Expiration Date.

3. Loss or Destruction of this Warrant.

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of such indemnification as the Company may reasonably require, and, in the case of such

mutilation, upon surrender and cancellation of this Warrant, the Company will execute and deliver a new Warrant of like tenor.

4. Ownership of this Warrant.

The Company may deem and treat the person in whose name this Warrant is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing thereon made by anyone other than the Company) for all purposes and shall not be affected by any notice to the contrary, other than a transfer pursuant to Section 6.

5. Certain Adjustments.

5.1. The number of Warrant Shares purchasable upon the exercise of this Warrant and the Exercise Price shall be subject to adjustment as follows:

5.1.1. Stock Dividends, etc. If at any time after the date of the issuance of this Warrant and prior to the Expiration Date (i) the Company shall fix a record date for the issuance of any stock dividend payable in shares of Common Stock or (ii) the number of shares of Common Stock shall have been increased by a subdivision or split-up of shares of Common Stock, then, on the record date fixed for the determination of holders of Common Stock entitled to receive such dividend or immediately after the effective date of such subdivision or split up, as the case may be, the number of shares to be delivered upon exercise or conversion of this Warrant will be increased so that the Warrantholder will be entitled to receive the number of shares of Common Stock that such Warrantholder would have owned immediately following such action had this Warrant been exercised or converted in full immediately prior thereto. The Exercise Price payable upon the exercise of this Warrant shall be adjusted by multiplying such Exercise Price immediately prior to such adjustment by a fraction, of which the numerator shall be the number of Warrant Shares purchasable upon the exercise of this Warrant immediately prior to such adjustment, and of which the denominator shall be the number of Warrant Shares purchasable immediately thereafter. Notwithstanding the foregoing, in no circumstance shall the Exercise Price be reduced to less than the par value of a share of Common Stock.

5.1.2. Combination of Stock. If the number of shares of Common Stock outstanding at any time after the date of the issuance of this Warrant shall have been decreased by a combination of the outstanding shares of Common Stock, then, immediately after the effective date of such combination, the number of shares of Common Stock to be delivered upon exercise or conversion of this Warrant will be decreased so that the Warrantholder thereafter will be entitled to receive the number of shares of Common Stock that such Warrantholder would have owned immediately following such action had this Warrant been exercised or converted in full immediately prior thereto . The Exercise Price payable upon the exercise of this Warrant shall be adjusted by multiplying such Exercise Price immediately prior to such adjustment by a fraction, of which the numerator shall be the number of Warrant Shares purchasable upon the exercise of this Warrant immediately prior to such adjustment, and of which the denominator shall be the number of Warrant Shares purchasable immediately thereafter. Notwithstanding the foregoing, in no circumstance shall the Exercise Price be reduced to less than the par value of a share of Common Stock.

5.1.3. Reorganization, Merger, etc. In the event of a merger, consolidation, business combination, tender offer, exchange of shares, recapitalization, reorganization, redemption or other similar event, as a result of which the class of shares of Common Stock shall be changed into the same or a different number of shares of the same or another class or classes of stock or securities or other assets of the Company or another entity or the Company shall sell all or substantially all of its assets (each of the foregoing being a "Major Transaction"), the Company will give the Warrantholder at least fifteen (15) Business Days written notice prior to the earlier of (a) the closing or effectiveness of such Major Transaction and (b) the record date for the receipt of such shares of stock or securities or other assets, and: (i) the Warrantholder shall be permitted to exercise this Warrant in whole or in part at any time prior to the record date for the receipt of such consideration and shall be entitled to receive, for each share of Common Stock issuable to the Warrantholder upon such exercise, the same per share consideration payable to the other holders of Common Stock in connection with such Major Transaction, and (ii) if and to the extent that the Warrantholder retains any portion of this Warrant following such record date, the Company will cause the surviving or, in the event of a sale of assets, purchasing entity, as a condition precedent to such Major Transaction, to assume the obligations of the Company under this Warrant, with such adjustments to the Exercise Price and the securities covered hereby as may be reasonably determined in good faith by the Board of Directors to be necessary in order to preserve the economic benefits of this Warrant to the Warrantholder.

5.2. Notice of Adjustments. Whenever the number of Warrant Shares or the Exercise Price of such Warrant Shares is adjusted, as herein provided, the Company shall promptly mail by first class, postage prepaid, to the Warrantholder, notice of such adjustment or adjustments setting forth in reasonable detail the number of Warrant Shares and the Exercise Price of such Warrant Shares after such adjustment, a brief statement of the facts requiring such adjustment, and the computation by which such adjustment was made.

5.3. No Impairment. The Company shall not, by amendment of its certificate of incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Warrantholder against impairment.

6. Transfers.

This Warrant and the Warrant Shares issued upon the exercise thereof may be transferred only in compliance with Section 4.4 of the Securities Purchase Agreement and the other restrictions on transfer set forth in the Registration Rights Agreement. Subject to such restrictions, the Company shall transfer this Warrant from time to time upon the books to be maintained by the Company for that purpose, upon surrender hereof for transfer, properly endorsed or accompanied by appropriate instructions for transfer and such other documents as may be reasonably required by the Company, including, if required by the Company, an opinion of its counsel reasonably satisfactory to the Company to the effect that such transfer is exempt from the registration requirements of the Act, to establish that such transfer is being made in

accordance with the terms hereof, and a new Warrant shall be issued to the transferee and the surrendered Warrant shall be canceled by the Company.

Upon such transfer or other disposition, the Warrantholder shall deliver this Warrant to the Company together with a written notice to the Company, substantially in the form of the Transfer Notice in the form attached hereto as Exhibit C (the "Transfer Notice"), indicating the person or persons to whom this Warrant shall be transferred and, if less than all of this Warrant is transferred, the number of Warrant Shares to be covered by the part of this Warrant to be transferred to each such person. Within three (3) Business Days of receiving a Transfer Notice and the original of this Warrant, the Company shall deliver to the each transferee designated by the Warrantholder a Warrant or Warrants of like tenor and terms for the appropriate number of Warrant Shares and, if less than all this Warrant is transferred, shall deliver to the Warrantholder a Warrant for the remaining number of Warrant Shares.

7. Company Call Right.

Notwithstanding any other provision contained in this Warrant to the contrary, in the event that the average closing bid prices per share of Common Stock, as quoted on the Nasdaq Global Market (or such other exchange or stock market on which the Common Stock may then be listed or quoted) over a period of 20 consecutive Trading Days, as defined in the Securities Purchase Agreement, ending on or after the sixth (6th)-month anniversary of the date hereof, exceeds 400% of the Exercise Price then in effect, thereafter the Company, upon fifteen (15) Business Days prior written notice (the "Notice Period") ending at 11:59 P.M. (Seattle time) on the fifteenth (15th) Business Day (not counting the day such notice is given) given to the Warrantholder within ten (10) Business Days of the end of such 20 consecutive Trading Day period, may call the Warrant, in whole or in part, at a redemption price equal to $0.01 per share of Common Stock then purchasable pursuant to the Warrant called for redemption provided that (a) at all times during the Notice Period, there is an effective registration statement filed under the Securities Act registering the resale of the Warrant Shares issuable on exercise hereof; (b) the Warrantholder shall have the right to exercise this Warrant prior to the end of the Notice Period and (c) if the Warrantholder is Max Display Enterprises Limited or an Affiliate of Walsin Lihwa at the time, the written notice shall be given by the Company to the Warrantholder by both electronic mail and an international overnight courier at the address set forth in Section 8.5 hereof.

8. Miscellaneous.

8.1. Entire Agreement. This Warrant constitutes the entire agreement between the parties with regard to the subject matter hereof, superseding all prior agreements or understandings, whether written or oral, between or among the parties. Except as expressly provided herein, neither this Warrant nor any term hereof may be amended except pursuant to a written instrument executed by the Company and holders of at least a majority of the Warrant Shares and no provision hereof may be waived other than by a written instrument signed by the party against whom enforcement of any such waiver is sought. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

8.2. Binding Effects; Benefits. This Warrant shall inure to the benefit of and shall be binding upon the Company and the Warrantholder and their respective heirs, legal representatives, successors and assigns. Nothing in this Warrant, expressed or implied, is intended to or shall confer on any person other than the Company and the Warrantholder, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Warrant.

8.3. Amendment; Waiver. Any term of this Warrant may be amended or waived upon the written consent of the Company and the Warrantholder. If, at any time, any portion of this Warrant has been transferred in accordance with Section 6 above such that there are two or more warrants outstanding, any term of this Warrant and any other warrants issued pursuant to any such permitted transfers may be amended or waived upon the written consent of the Company and the holders of such warrants (including this Warrant) representing a majority of the aggregate Warrant Shares issuable upon the exercise or conversion thereof at such time.

8.4. Section and Other Headings. The headings used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

8.5. Notices. Any notice, demand or request required or permitted to be given by the Company or the Warrantholder pursuant to the terms of this Warrant shall be in writing and shall be deemed delivered (i) when delivered personally or by verifiable facsimile transmission or electronic mail, unless such delivery is made on a day that is not a Business Day, in which case such delivery will be deemed to be made on the next succeeding Business Day and (ii) on the third (3rd) Business Day after timely delivery to an international overnight courier, addressed as follows:

(a) if to the Company, addressed to:

Microvision, Inc.
6222 185th Avenue NE
Redmond, WA 98052
Attn: General Counsel
Tel: (425) 415-6847
Fax: (425) 936-4411

with a copy to:

Ropes & Gray LLP
One International Place
Boston, MA 02110
Attn: Joel F. Freedman
Tel: (617) 951-7000
Fax: (617) 951-7050

(b) if to the Warrantholder, addressed to:

Max Display Enterprises Limited

c/o Walsin Lihwa Corporation
11F, No. 411
Rueiguang Road, Neihu
Taipei 114
Taiwan, R.O.C.
Attn: Jeff Chen and Sandy Yu
Tel: 886-2-2799-2211 x 6221 (Jeff Chen) / x 6136 (Sandy Yu)
Fax: 886-2-2799-8980

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
ICBC Tower - 35th Floor
3 Garden Road, Central
Hong Kong
Attn: Chris K. H. Lin
Tel: (852) 2514-7600
Fax: (852) 2869-7694

8.6. Severability. In the event that any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Warrant shall continue in full force and effect without said provision; *provided* that in such case the parties shall negotiate in good faith to replace such provision with a new provision which is not illegal, unenforceable or void, as long as such new provision does not materially change the economic benefits of this Warrant to the parties.

8.7. Governing Law. This Warrant shall be governed by and construed under the laws of the State of Washington applicable to contracts made and to be performed entirely within the State of Washington. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the State of Washington for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby and hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

8.8. No Rights or Liabilities as Stockholder. Nothing contained in this Warrant shall be determined as conferring upon the Warrantholder any rights as a stockholder of the Company or as imposing any liabilities on the Warrantholder to purchase any securities whether such liabilities are asserted by the Company or by creditors or stockholders of the Company or otherwise.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer as of the date first above written.

MICROVISION, INC.

By:
/s/ Jeff T. Wilson
Name: Jeff T. Wilson
Title: Chief Financial Officer

ACCEPTED AND AGREED:

MAX DISPLAY ENTERPRISES LIMITED

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Director

EXHIBIT A

FORM OF NOTICE OF EXERCISE

To: Microvision, Inc. ("the Company")

1. The undersigned hereby elects to purchase __________ shares of the Common Stock of the Company (the "Common Stock") pursuant to the terms of the Warrant, dated as of June 22, 2009 (the "Warrant") and tenders herewith payment of the purchase price of such shares in full.

2. Please issue or cause to be issued a certificate or certificates representing said shares in the name of the undersigned.

3. The undersigned hereby represents and warrants to the Company that it is the registered and beneficial owner of the portion of the Warrant which is the subject of this Notice of Exercise.

4. The undersigned acknowledges that each certificate for Common Stock issued upon exercise of the Warrant may bear a legend in accordance with Section 2.5 of the Securities Purchase Agreement, dated as of June 22, 2009 by and between the Company and Max Display Enterprises Limited.

5. Solely with respect to the shares of Common Stock being received pursuant to this Notice of Exercise, the representations and warranties of the Warrantholder, in its capacity as the "Purchaser", contained in the Securities Purchase Agreement are hereby repeated at and as of the time of delivery hereof and are true and correct in all respects at and as of the time of delivery hereof.

6. The undersigned hereby agrees that the restrictions on transfer described in Section 6 of the Warrant shall survive any and all exercises of the Warrant and shall be applicable to any and all of the shares of Common Stock issued on exercise thereof.

____
(Name of Registered Owner)

____
(Signature of Registered Owner)

____
(Street Address)

____
(City) (State) (Zip Code)

Date:____________________

EXHIBIT B

FORM OF NOTICE OF CONVERSION

To: Microvision, Inc. ("the Company")

1. The undersigned registered owner irrevocably elects to surrender the Warrant, dated as of June 22, 2009 (the "Warrant"), for the number of shares of Common Stock of the Company ("Common Stock") as shall be issuable pursuant to the conversion right provisions of Section 1.2 of the Warrant, in respect of _____ shares of Common Stock underlying the Warrant.

2. Please issue or cause to be issued a certificate or certificates representing said shares in the name of the undersigned, and return cash to the undersigned for any fractional shares.

3. The undersigned hereby represents and warrants to the Company that it is the registered and beneficial owner of the portion of the Warrant which is the subject of this Notice of Conversion.

4. The undersigned acknowledges that each certificate for Common Stock issued upon exercise of the Warrant may bear a legend in accordance with Section 2.5 of the Securities Purchase Agreement, dated as of June 22, 2009 by and between the Company and Max Display Enterprises Limited.

5. The undersigned hereby agrees that the restrictions on transfer described in Section 6 of the Warrant shall survive any and all exercises of the Warrant and shall be applicable to any and all of the shares of Common Stock issued on exercise thereof.

____
(Name of Registered Owner)

____
(Signature of Registered Owner)

____
(Street Address)

____
(City) (State) (Zip Code)

Date:____________________

EXHIBIT C

FORM OF TRANSFER NOTICE

To: Microvision, Inc. ("the Company")

FOR VALUE RECEIVED, the undersigned Warrantholder of the attached Warrant hereby sells, assigns and transfers unto the person or persons named below the right to purchase shares of the Common Stock of [ ] evidenced by the attached Warrant.

Date:

Name of Registered Warrantholder

By:
Name:
Title:

Transferee Name and Address:

____

____

____

Exhibit 99.4

EXECUTION COPY

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of June 22, 2009, is by and between MICROVISION, INC., a Delaware corporation (the "Company"), and MAX DISPLAY ENTERPRISES LIMITED, a limited liability company formed under the laws of the British Virgin Islands (the "Investor").

A. The Company has agreed, on the terms and subject to the conditions set forth in the Securities Purchase Agreement, dated as of June 22, 2009 (the "Securities Purchase Agreement"), to issue and sell to the Investor named therein (A) shares of the Company's common stock, par value $0.001 per share (the "Common Stock") and (B) the Warrant in the form attached to the Securities Purchase Agreement (the "Warrant").

B. The Warrant is exercisable into shares of Common Stock (the "Warrant Shares") in accordance with their terms.

In consideration of the Investor entering into the Securities Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meanings specified:

"Business Day" means any day other than a Saturday, a Sunday or a day on which the Nasdaq Global Market or the Taiwan Stock Exchange is closed or on which banks in the City of New York or Taiwan are required or authorized by law to be closed.

"Commission" means the Securities and Exchange Commission.

"Effective Date" means the date on which the Registration Statement is declared effective by the Commission.

"Holder" means any person owning or having the right to acquire, through exercise of the Warrant or otherwise, Registrable Securities, including initially the Investor and thereafter any permitted assignee thereof.

"Registrable Securities" means (i) the Shares and the Warrant Shares and any other shares of Common Stock issuable pursuant to the terms of the Securities Purchase Agreement or the Warrant, and (ii) any shares of capital stock issued or issuable from time to time (with any adjustments) in replacement of, in exchange for or otherwise in respect of the Shares or the Warrant Shares.

"Registration Deadline" means the last day of the 120-day period following the Closing Date.

"Registration Period" has the meaning set forth in Section 2(b).

"Registration Statement" means a registration statement or statements prepared in compliance with the Securities Act pursuant to Section 2(a).

"Required Holders" means the Holders of a majority of the Registrable Securities that are either then outstanding or are issuable on exercise of the Warrant then outstanding (without regard to any limitation on such exercise).

Capitalized terms used herein and not otherwise defined shall have the respective meanings specified in the Securities Purchase Agreement.

2. REGISTRATION.

(a) Filing of Registration Statement. As soon as practicable but in no event later than 30 days after the Closing (the "Filing Deadline"), the Company shall prepare and file with the Commission a Registration Statement on Form S-3 pursuant to Rule 415 under the Securities Act covering the resale of a number of shares of Registrable Securities equal to the sum of (i) the aggregate number of Shares issued under the Securities Purchase Agreement plus (ii) the aggregate number of shares of Common Stock issuable on the Closing Date pursuant to the exercise of the Warrant (such number to be determined using the Exercise Price in effect on such date and without regard to any restriction on the ability to exercise the Warrant as of such date). Such Registration Statement shall state, to the extent permitted by Rule 416 under the Securities Act, that it also covers such indeterminate number of additional shares of Common Stock as may become issuable upon the exercise of the Warrant as a result of adjustments pursuant to the Warrant. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (x) register the resale of the Registrable Securities on another appropriate form reasonably acceptable to the Required Holders and (y) undertake to register the Registrable Securities on Form S-3 as soon as such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission or is no longer required to be maintained effective hereunder.

(b) Effectiveness. The Company shall use its best efforts to cause the Registration Statement to become effective as soon as practicable, but in no event later than the Registration Deadline. The Company shall maintain the effectiveness of each Registration Statement filed pursuant to this Agreement until the earlier to occur of (i) the date on which all of the Registrable Securities eligible for resale thereunder have been publicly sold pursuant to either the Registration Statement or Rule 144, (ii) the date on which all of the Registrable Securities remaining to be sold under such Registration Statement (in the reasonable opinion of counsel to the Company) may be immediately sold to the public under Rule 144 or any successor provision, and (iii) the third (3rd) anniversary of the Closing Date (the period beginning on the Closing Date and ending on the earlier to occur of (i), (ii) and (iii) above being referred to herein as the "Registration Period").

(c) Registration of Other Securities. In no event shall the Company include any securities other than Registrable Securities on any Registration Statement filed by the Company on behalf of the Holders pursuant to the terms hereof.

3. OBLIGATIONS OF THE COMPANY.

In addition to performing its obligations hereunder, including without limitation those pursuant to Section 2 above, the Company shall, with respect to each Registration Statement:

(a) prepare and file with the Commission such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the Securities Act or to maintain the effectiveness of such Registration Statement during the Registration Period, or as may be reasonably requested by a Holder in order to incorporate information concerning such Holder or such Holder's intended method of distribution;

(b) promptly following the Closing, use its best efforts to secure the listing on the Nasdaq Global Market of all Registrable Securities and provide each Holder with reasonable evidence thereof;

(c) so long as a Registration Statement is effective covering the resale of the applicable Registrable Securities owned by a Holder, furnish to each Holder such number of copies of the prospectus included in such Registration Statement, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such Holder may reasonably request in order to facilitate the disposition of such Holder's Registrable Securities;

(d) use commercially reasonable efforts to register or qualify the Registrable Securities under the securities or "blue sky" laws of such jurisdictions within the United States as shall be reasonably requested from time to time by a Holder, and do any and all other acts or things which may reasonably be necessary or advisable to enable such Holder to consummate the public sale or other disposition of the Registrable Securities in such jurisdictions; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction;

(e) notify each Holder promptly after becoming aware of the occurrence of any event as a result of which the prospectus included in such Registration Statement, as then in effect, contains an untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and as promptly as practicable prepare and file with the Commission and furnish to each Holder a reasonable number of copies of a supplement or an amendment to such prospectus as may be necessary so that such prospectus does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(f) use commercially reasonable efforts to prevent the issuance of any stop order or other order suspending the effectiveness of such Registration Statement and, if such an order is issued, to use commercially reasonable efforts to obtain the withdrawal thereof at the earliest possible time and to notify each Holder in writing of the issuance of such order and the resolution thereof;

(g) furnish to each Holder, on the date that such Registration Statement, or any successor registration statement, becomes effective, a letter, dated such date, signed by an officer of the Company or of outside counsel to the Company (and reasonably acceptable to such Holder) addressed to such Holder, confirming such effectiveness and, to the knowledge of such officer or counsel, the absence of any stop order;

(h) provide to each Holder and its representatives the reasonable opportunity to conduct, subject to confidentiality agreements reasonably acceptable to the Company, a reasonable inquiry of the Company's financial and other records during normal business hours and make available during normal business hours and with reasonable advance notice its officers, directors and employees for questions regarding information which such Holder may reasonably request in order to fulfill any due diligence obligation on its part;

(i) permit counsel for each Holder to review such Registration Statement and all amendments and supplements thereto, and any comments made by the staff of the Commission concerning such Holder and/or the transactions contemplated by the Securities Purchase Agreement and the Company's responses thereto, within a reasonable period of time prior to the filing thereof with the Commission (or, in the case of comments made by the staff of the Commission, within a reasonable period of time following the receipt thereof by the Company); and

(j) in the event that, at any time, the number of shares available under the Registration Statement is insufficient to cover the sum of (i) the aggregate number of Shares plus (ii) the aggregate number of Warrant Shares that are Registrable Securities then outstanding or issuable under the Warrant (such number to be determined using the Exercise Price in effect at such time and without regard to any restriction on the ability to exercise the Warrant), the Company shall promptly amend such Registration Statement or file a new registration statement, in any event as soon as practicable, but not later than the tenth (10th) Business Day following notice from a Holder of the occurrence of such event, so that such Registration Statement or such new registration statement, or both, covers no less than the sum of (i) the aggregate number of Shares plus (ii) the aggregate number of the Warrant Shares that are Registrable Securities eligible for resale thereunder. The Company shall use its best efforts to cause such amendment and/or new Registration Statement to become effective as soon as practicable following the filing thereof. Any Registration Statement filed pursuant to this Section 3(j) shall state that, to the extent permitted by Rule 416 under the Securities Act, such Registration Statement also covers such indeterminate number of additional shares of Common Stock as may become issuable upon exercise of the Warrant in order to prevent dilution resulting from stock splits, stock dividends or similar events. Unless and until such amendment or new Registration Statement becomes effective, each Holder shall have the rights described in Section 2(c) above.

4. PERMITTED SUSPENSION.

(a) Black-Out Period. Notwithstanding the Company's obligations under this Agreement, if in the good faith judgment of the Company, following consultation with legal counsel, it would be detrimental to the Company or its stockholders for resales of Registrable Securities to be made pursuant to the Registration Statement due to the existence of a material development involving the Company which the Company would be obligated to disclose in the

Registration Statement, which disclosure would be premature or otherwise inadvisable at such time or would have a Material Adverse Effect upon the Company and its stockholders, the Company shall have the right to suspend the use of the Registration Statement for a period of not more than thirty (30) days (the "Black-out Period"); *provided, however*, that the Company may so defer or suspend the use of the Registration Statement for no more than forty five (45) days in the aggregate in any twelve-month period.

(b) Suspension. Notwithstanding anything to the contrary contained herein or in the Securities Purchase Agreement, if the use of the Registration Statement is suspended by the Company, the Company shall promptly give written notice of the suspension to each Holder and shall promptly notify each Holder in writing as soon as the use of the Registration Statement may be resumed.

5. OBLIGATIONS OF EACH HOLDER.

In connection with the registration of Registrable Securities pursuant to a Registration Statement, and as a condition to the Company's obligations under Section 2 hereof, each Holder shall:

(a) timely furnish to the Company in writing (i) a completed shareholder questionnaire and (ii) such information in writing regarding itself and the intended method of disposition of such Registrable Securities, in each case, as the Company shall reasonably request in order to effect the registration thereof;

(b) upon receipt of any notice from the Company of the happening of any event of the kind described in Sections 3(e) or 3(f) or of the commencement of a Black-out Period, immediately discontinue any sale or other disposition of such Registrable Securities pursuant to such Registration Statement until the filing of an amendment or supplement as described in Section 3(e) or withdrawal of the stop order referred to in Section 3(f), or the termination of the Black-out Period, as the case may be, and maintain the confidentiality of such notice and its contents;

(c) to the extent required by applicable law, deliver a prospectus to the purchaser of such Registrable Securities;

(d) notify the Company when it has sold all of the Registrable Securities held by it; and

(e) notify the Company in the event that any information supplied by such Holder in writing for inclusion in such Registration Statement or related prospectus is untrue or omits to state a material fact required to be stated therein or necessary to make such information not misleading in light of the circumstances then existing; immediately discontinue any sale or other disposition of such Registrable Securities pursuant to such Registration Statement until the filing of an amendment or supplement to such prospectus as may be necessary so that such prospectus does not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and use commercially reasonable efforts to assist the Company as may be appropriate to make such amendment or supplement effective for such purpose.

6. <u>INDEMNIFICATION</u>.

In the event that any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the extent permitted by law, the Company shall indemnify and hold harmless each Holder, the officers, directors, employees, agents and representatives of such Holder, and each person, if any, who controls such Holder within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "<u>Exchange Act</u>"), against any losses, claims, damages, liabilities or reasonable out-of-pocket expenses (whether joint or several) (collectively, including reasonable legal expenses or other expenses reasonably incurred in connection with investigating or defending same, "<u>Losses</u>"), insofar as any such Losses arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in such Registration Statement under which such Registrable Securities were registered, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, or (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Subject to the provisions of Section 6(c), the Company will reimburse such Holder, and each such officer, director, employee, agent, representative or controlling person, for any reasonable legal expenses or other out-of-pocket expenses as reasonably incurred by any such entity or person in connection with investigating or defending any Loss; *provided, however*, that the foregoing indemnity shall not apply to amounts paid in settlement of any Loss if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be obligated to indemnify any person for any Loss to the extent that such Loss is (i) based upon and is in conformity with written information furnished by such person expressly for use in such Registration Statement or (ii) based on a failure of such person to deliver or cause to be delivered the final prospectus contained in the Registration Statement and made available by the Company, if such delivery is required by applicable law. The Company shall not enter into any settlement of a Loss that does not provide for the unconditional release of such Holder from all liabilities and obligations relating to such Loss.

(b) To the extent permitted by law, each Holder who is named in such Registration Statement as a selling stockholder, acting severally and not jointly, shall indemnify and hold harmless the Company, the officers, directors, employees, agents and representatives of the Company, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, against any Losses to the extent (and only to the extent) that any such Losses are based upon and in conformity with written information furnished by such Holder expressly for use in such Registration Statement. Subject to the provisions of Section 6(c), such Holder will reimburse any legal or other expenses as reasonably incurred by the Company and any such officer, director, employee, agent, representative, or controlling person, in connection with investigating or defending any such Loss; *provided, however*, that the foregoing indemnity shall not apply to amounts paid in settlement of any such Loss if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and *provided, further*, that, in no event shall any indemnity under this Section 6(b) exceed the gross proceeds resulting from the sale of the Registrable Securities sold by such Holder under such Registration Statement.

(c) Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 6, promptly deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in and to assume the defense thereof with counsel selected by the indemnifying party and reasonably acceptable to the indemnified party; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the reasonably incurred fees and expenses of one such counsel for all indemnified parties to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate under applicable standards of professional conduct due to actual or potential conflicting interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, to the extent prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 6 with respect to such action, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 6 or with respect to any other action unless the indemnifying party is materially prejudiced as a result of not receiving such notice.

(d) In the event that the indemnity provided in Sections 6(a) or 6(b) is unavailable or insufficient to hold harmless an indemnified party for any reason for the losses referred to therein, the Company and each Holder agree, severally and not jointly, to contribute to the aggregate Losses to which the Company or such Holder may be subject in such proportion as is appropriate to reflect the relative fault of the Company and such Holder in connection with the statements or omissions which resulted in such Losses; *provided, however*, that in no case shall such Holder be responsible for any amount in excess of the net proceeds resulting from the sale of the Registrable Securities sold by it under the Registration Statement. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by the Company or by such Holder. The Company and each Holder agree that it would not be just and equitable if contribution were determined by *pro rata* allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 6(d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation. For purposes of this Section 6, each person who controls a Holder within the meaning of either the Securities Act or the Exchange Act and each officer, director, employee, agent or representative of such Holder shall have the same rights to contribution as such Holder, and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act and each officer, director, employee, agent or representative of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this Section 6(d).

(e) The obligations of the Company and each Holder under this Section 6 shall survive the exercise of the Warrants in full, the completion of any offering or sale of Registrable Securities pursuant to a Registration Statement under this Agreement, or otherwise. In addition, obligations of the Company under this Section 6 are in addition to any liability that the Company may have to any Holder.

7. REPORTS.

With a view to making available to each Holder the benefits of Rule 144 and any other similar rule or regulation of the Commission that may at any time permit such Holder to sell securities of the Company to the public without registration, the Company agrees to use commercially reasonable efforts (until all of the Registrable Securities have been sold under a Registration Statement or pursuant to Rule 144) to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(c) furnish to such Holder, so long as such Holder owns any Registrable Securities, promptly upon written request (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (ii) to the extent not publicly available through the Commission's EDGAR database, a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company with the Commission, and (iii) such other information as may be reasonably requested by such Holder in connection with such Holder's compliance with any rule or regulation of the Commission which permits the selling of any such securities without registration.

8. MISCELLANEOUS.

(a) Expenses of Registration. Except as otherwise provided in the Securities Purchase Agreement, all reasonable expenses, other than underwriting discounts and commissions and fees and expenses of counsel and other advisors to each Holder, incurred in connection with the registrations, filings or qualifications described herein, including (without limitation) all registration, filing and qualification fees, printers' and accounting fees, the fees and disbursements of counsel for the Company, and the fees and disbursements incurred in connection with the letter described in Section 3(g), shall be borne by the Company.

(b) Amendment; Waiver. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended or waived except pursuant to a written instrument executed by the Company and the Required Holders. Any amendment or waiver effected in accordance with this Section 8(b) shall be binding upon each Holder, each future Holder and the Company. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The failure of any party to exercise any right or remedy under this Agreement or otherwise, or the delay by any party in exercising such right or remedy, shall not operate as a waiver thereof.

(c) Notices. Any notice, demand or request required or permitted to be given by the Company or a Holder pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (i) when delivered personally or by verifiable facsimile transmission or electronic mail, unless such delivery is made on a day that is not a Business Day, in which case such delivery will be deemed to be made on the next succeeding Business Day and (ii) on the third (3rd) Business Day after timely delivery to an international overnight courier, addressed as follows:

If to the Company:

Microvision, Inc.
6222 185th Avenue NE
Redmond, WA 98052
Attn: General Counsel
Tel: (425) 415-6847
Fax: (425) 936-4411

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
One International Place
Boston, MA 02110
Attn: Joel F. Freedman
Tel: (617) 951-7000
Fax: (617) 951-7050

and if to a Holder, to such address as shall be designated by such Holder in writing to the Company.

(d) Assignment. Upon the transfer of any Warrant or Registrable Securities by a Holder, the rights of such Holder hereunder with respect to such securities so transferred shall be assigned automatically to the transferee thereof, and such transferee shall thereupon be deemed to be a "Holder" for purposes of this Agreement, as long as: (i) the Company is, within a reasonable period of time following such transfer, furnished with written notice of the name and address of such transferee, (ii) the transferee agrees in writing with the Company to be bound by all of the provisions hereof, and (iii) such transfer is made in accordance with the applicable requirements of the Securities Purchase Agreement or the Warrant, as applicable.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission.

(f) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington applicable to contracts made and to be performed entirely within the State of Washington. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the State of Washington for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby and hereby irrevocably waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

(g) Holder of Record. A person is deemed to be a Holder whenever such person owns or is deemed to own of record Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the record owner of such Registrable Securities.

(h) Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with regard to the subject matter hereof and thereof, superseding all prior agreements or understandings, whether written or oral, between or among the parties.

(i) Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(j) Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Registration Rights Agreement as of the date first-above written.

MICROVISION, INC.

By: /s/ Jeff T. Wilson
Name: Jeff T. Wilson
Title: Chief Financial Officer

MAX DISPLAY ENTERPRISES LIMITED

By: /s/ Chiao Yu Lon
Name: Chiao Yu Lon
Title: Director