

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-3 Registration Statement
Under the Securities Act of 1933

MICROVISION, INC.
(Exact name of registrant as specified in its charter)

WASHINGTON
(State or other jurisdiction
of incorporation or organization)

91-1600822
(IRS Employer
Identification No.)

19910 North Creek Parkway
Bothell, WA 98011-3008
(425) 415-6847 (telephone)
(425) 415-0066 (facsimile)

(Address, including zip code, and telephone and facsimile numbers,
including area code, of principal executive offices)

Richard A. Raisig, Chief Financial Officer
19910 North Creek Parkway
Bothell, WA 98011-3008
(425) 415-6614 (telephone)
(425) 481-1625 (facsimile)

(Name, address, including zip code, and
telephone and facsimile numbers, including area code, of agent for service)

Copy to:
Christopher J. Voss
Stoel Rives LLP
One Union Square, 36th Floor
Seattle, WA 98101-3197
(206) 624-0900 (telephone)
(206) 386-7500 (facsimile)

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:
From time to time after this registration statement becomes effective

If the only securities being registered on this Form are to be offered pursuant
to dividend or interest reinvestment plans, please check the following box. []

If any of the securities being registered on this Form are to be offered on a
delayed or continuous basis pursuant to Rule 415 under the Securities Act of
1933, other than securities offered only in connection with a dividend or
interest reinvestment plan, check the following box. [X]

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

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

If delivery of the prospectus is expected to be made pursuant to Rule 434,
please check the following box. []

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CALCULATION OF REGISTRATION FEE

Title of Each Amount Proposed Maximum Proposed Maximum Amount of

Class of Securities Registered	to be Registered	Offering Price Per Share	Aggregate Offering Price	Registration Fee
<S> Common Stock, no par value	<C> 613,251 shares	<C> <C> \$54.9375 (1)	<C> <C> \$33,690,477 (1)	<C> \$8,894

</TABLE>

(1) The proposed maximum offering price per share and maximum aggregate offering price are calculated in accordance with Rule 457(c) under the Securities Act.

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

PROSPECTUS, Subject to Completion, dated March 30, 2000.

MICROVISION, INC.

613,251 shares of Common Stock

These shares of common stock are being offered and sold from time to time by certain of our shareholders. For information about these selling shareholders, you should refer to the section of this prospectus entitled "Selling Shareholders" on page 4.

The selling shareholders may sell the shares from time to time at fixed prices, market prices, prices computed with formulas based on market prices, or at negotiated prices, and may engage a broker or dealer to sell the shares. For additional information on the selling shareholders' possible methods of sale, you should refer to the section of this prospectus entitled "Plan of Distribution" on page 6. We will not receive any proceeds from the sale of the shares, but will bear the costs relating to the registration of the shares.

Our common stock is traded on the Nasdaq National Market under the symbol "MVIS." On March 29, 2000, the closing price for our common stock was \$53.94 per share.

 THE SHARES OFFERED IN THIS PROSPECTUS INVOLVE A HIGH DEGREE OF RISK. YOU SHOULD CAREFULLY CONSIDER THE "RISK FACTORS" INCLUDED IN OUR ANNUAL REPORT ON FORM 10-K FOR THE FISCAL YEAR ENDED DECEMBER 31, 1999 AND OUR OTHER FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION, WHICH ARE INCORPORATED BY REFERENCE IN THIS PROSPECTUS, IN DETERMINING WHETHER TO PURCHASE SHARES OF OUR COMMON STOCK.

 NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THE SHARES, OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

 The date of this Prospectus is March 30, 2000.

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You should rely only on information contained or incorporated by reference in this prospectus. See "Information Incorporated by Reference" on page 8. Neither Microvision nor the selling shareholders has authorized any other person to provide you with information different from that contained in this prospectus.

The shares of common stock are not being offered in any jurisdiction where the offering is not permitted.

The information contained in this prospectus is correct only as of the date on the cover, regardless of the date this prospectus was delivered to you or the date on which you acquired any of the shares.

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OUR BUSINESS

Microvision develops information display and related technologies that allow electronically generated images and information to be projected to a viewer's eye. We have developed prototype Retinal Scanning Display (RSD) technology devices, including portable color and monochrome versions and a full color table-top version, are currently refining and developing our RSD technology for defense and commercial applications, and expect to commercialize our technology through the development of products and as a supplier of personal display technology to original equipment manufacturers. We believe that our RSD technology will be useful in a variety of applications, including portable communications and visual simulation for defense, medical, industrial and entertainment that include applications requiring the superimposing of images on the user's field of vision. We expect that our RSD technology will allow for the production of highly miniaturized, lightweight, battery-operated displays that can be held or worn comfortably. Our scanning technology also may be applied to the capturing of images, in such products as digital cameras or bar code readers. We may expend funds in evaluating and developing solutions for possible future products involving this application.

Our objective is to be a leading provider of personal display products and imaging technology in a broad range of professional and consumer applications. We intend to achieve this objective and to generate revenues through a combination of the following activities: the licensing of technology to original equipment manufacturers of electronics products; the provision of engineering services associated with cooperative development arrangements and research contracts; and the manufacture and sale of high-performance personal display products to professional users, directly or through joint ventures.

Microvision was incorporated in 1993. Our principal executive offices are located at 19910 North Creek Parkway, Bothell, WA 98011-3008, and our telephone number is (425) 415-6847.

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SELLING SHAREHOLDERS

On February 17, 1999, Thomas Furness acquired 25,000 shares of our common stock in connection with our acquisition of a license. On April 1, 1999, Josephthal & Co., Inc. acquired warrants to purchase 32,695 shares of our common stock. These warrants were issued to Josephthal in connection with financial advisory services provided to us.

On March 17, 2000, we agreed to issue and sell 250,000 shares of our common stock to each of Cree, Inc. ("Cree") and General Electric Pension Trust ("GEPT"). The closing of the sale to Cree will occur on the earlier of April 17, 2000 or three business days after the date on which the registration statement of which this prospectus forms a part is declared effective by the Securities and Exchange Commission (the "Effective Date"). The closing of the sale to GEPT will occur three business days after the Effective date.

Pursuant to the stock purchase agreement among Microvision, Cree and GEPT, we may be required to issue up to an additional 27,778 shares of common stock to each of Cree and GEPT if the volume weighted average closing price of our common stock, as reported on the Nasdaq National Market, during the twenty-five trading days immediately preceding the respective closing dates of the sales to Cree and GEPT, ("Market Price") is less than \$50.00 per share. Additional shares would be issued to reduce the effective purchase price to the Market Price, with a minimum effective price of \$45.00 per share. We are registering the maximum number of shares issuable to Cree and GEPT under the terms of the stock purchase agreement in the registration statement of which this prospectus forms a part.

Mr. Furness, Josephthal & Co., Inc., Cree and GEPT are referred to in this prospectus individually as a "selling shareholder" and collectively as the "selling shareholders." We are registering the selling shareholders' shares (including the shares issuable upon exercise of Josephthal's warrants) in the registration statement of which this prospectus forms a part.

The following table sets forth certain information as of March 28, 2000, regarding the ownership of the common stock by the selling shareholders and as adjusted to give effect to the sale of the shares offered hereby.

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Offered Selling Shareholder	Shares Beneficially	Shares Being	Ownership After	
	Owned Prior to Offering	Offered	Offering if All Shares Hereby Are Sold	
			Shares	Percent
-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Thomas Furness	27,563	25,000	2,563	*
Josephthal & Co., Inc.	32,695	32,695	0	*
Cree, Inc.	546,378	277,778	268,600	2.5
General Electric Pension Trust	277,778	277,778	0	*

</TABLE>

* Less than one percent.

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Except for (i) Josephthal & Co., Inc., which makes a market in our common stock, and (ii) with respect to a technology joint development program undertaken by Cree and us, neither the selling shareholders nor the officers, directors or trustees thereof have held any positions or office or had any other material relationship with us or any of our affiliates within the past three years.

In recognition of the fact that the selling shareholders may wish to be legally permitted to publicly resell the shares of our common stock when they deem appropriate, we agreed with the selling shareholders to file with the Securities and Exchange Commission, under the Securities Act, a registration statement on Form S-3, of which this prospectus forms a part, with respect to the resale of the shares, and to prepare and file such amendments and supplements to the registration statement as may be necessary to keep the registration statement effective until the shares are no longer required to be registered for sale by the selling shareholders.

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PLAN OF DISTRIBUTION

We are registering the shares covered by this prospectus for the selling shareholders. As used in this prospectus, "selling shareholders" includes the pledgees, donees, transferees or others who may later hold the selling shareholders' interest. We will pay the costs and fees of registering the shares, but the selling shareholders will pay any brokerage commissions, discounts or other expenses relating to the sale of the shares. Microvision and the selling shareholders each have agreed to indemnify the other against certain liabilities, including liabilities arising under the Securities Act, that relate to statements or omissions in the registration statement of which this prospectus forms a part.

The selling shareholders may sell the shares in the over-the-counter market or otherwise, at market prices prevailing at the time of sale, at prices related to prevailing market prices, or at negotiated prices. In addition, the selling shareholders may sell some or all of their shares through:

- a block trade in which a broker-dealer may resell a portion of the block, as principal, in order to facilitate the transaction;
- purchases by a broker-dealer, as principal, and resale by the broker-dealer for its account; or
- ordinary brokerage transactions and transactions in which a broker solicits purchases.

When selling the shares, the selling shareholders may enter into hedging transactions. For example, the selling shareholders may:

- enter into transactions involving short sales of the shares by broker-dealers;
- sell shares short themselves and redeliver such shares to close out their short positions;
- enter into option or other types of transactions that require the selling shareholders to deliver shares to a broker-dealer, who will then resell or transfer the shares under this prospectus; or
- loan or pledge the shares to a broker-dealer, who may sell the loaned shares or, in the event of default, sell the pledged shares.

The selling shareholders may negotiate and pay broker-dealers commissions, discounts or concessions for their services. Broker-dealers engaged by the selling shareholders may allow other broker-dealers to participate in resales. However, the selling shareholders and any broker-dealers involved in the sale or resale of the shares may qualify as "underwriters" within the

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meaning of the Section 2(a)(11) of the Securities Act. In addition, the broker-dealers' commissions, discounts or concessions may qualify as underwriters' compensation under the Securities Act. If the selling shareholders qualifies as an "underwriter," it will be subject to the prospectus delivery requirements of Section 5(b)(2) of the Securities Act.

In addition to selling its shares under this prospectus, the selling shareholders may:

- agree to indemnify any broker-dealer or agent against certain liabilities related to the selling of the shares, including liabilities arising under the Securities Act;
- transfer its shares in other ways not involving market makers or established trading markets, including directly by gift, distribution, or other transfer; or
- sell its shares under Rule 144 of the Securities Act rather than under this prospectus, if the transaction meets the requirements of Rule 144.

Upon notification by a selling shareholder that any material arrangement has been entered into with a broker-dealer for the sale of the shares through a block trade, special offering, exchange distribution or secondary distribution or a purchase by a broker or dealer, we will file a supplement to this prospectus, if required, pursuant to Rule 424(b) under the Securities Act, disclosing the material terms of the transaction. In addition, we will file a supplement to this prospectus if a selling shareholder notifies us that a donee or pledgee intends to sell more than 500 shares.

EXPERTS

The financial statements incorporated in this prospectus by reference to the Annual Report on Form 10-K of Microvision, Inc., for the year ended December 31, 1999, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

LIMITATION OF LIABILITY AND INDEMNIFICATION

Our Amended and Restated Articles of Incorporation provide that, to the fullest extent permitted by the Washington Business Corporation Act, our directors will not be liable for monetary damages to us or our shareholders, excluding, however, liability for acts or omissions involving intentional misconduct or knowing violations of law, illegal distributions or transactions from which the director receives benefits to which the director is not legally entitled. Our Amended and Restated Bylaws authorize us to indemnify our directors, officers, employees and agents to the fullest extent permitted by applicable law, except for any legal proceeding that is initiated by such directors, officers, employees or agents without authorization of the Board of Directors.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the SEC's opinion, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

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INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" our public filings into this prospectus, which means that information included in those documents is considered part of this prospectus. Information that we file with the SEC subsequent to the date of this prospectus will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 until the selling shareholders have sold all the shares.

The following documents filed with the SEC are incorporated by reference in this prospectus:

- (1) Annual Report on Form 10-K for the year ended December 31, 1999; and
- (2) The description of our common stock set forth in Amendment No. 1 to our Registration Statement on Form SB-2 (Registration No. 33-5276-LA), including any amendment or report filed for the purpose of updating such description, as incorporated by reference in our Registration Statement on Form 8-A (Registration No. 0-21221).

We will furnish without charge to you, on written or oral request, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents. You should direct any requests for documents to Investor Relations, Microvision, Inc., 19910 North Creek Parkway, Bothell, WA 98011-3008, telephone (425) 415-6847.

The information relating to the Company contained in this prospectus is not comprehensive and should be read together with the information contained in the incorporated documents.

AVAILABLE INFORMATION

This prospectus is part of a Registration Statement on Form S-3 that we filed with the SEC. Certain information in the Registration Statement has been omitted from this prospectus in accordance with SEC rules.

We file annual, quarterly and special reports and other information with the SEC. You may read and copy the Registration Statement and any other document that we file at the SEC's public reference rooms located at Room 1024, Judiciary Plaza, 450 Fifth Street N.W., Washington, D.C. 20549; 7 World Trade Center, Suite 1300, New York, New York 10048; and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to you free of charge at the SEC's web site at <http://www.sec.gov>.

Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and in each instance you should refer to the copy of such contract or other document filed as an exhibit to the Registration Statement.

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PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The Company will pay all expenses in connection with the issuance and distribution of the securities being registered. The following is an itemized statement of these expenses (all amounts are estimated except for the SEC and Nasdaq listing fees):

<TABLE>
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<S>	<C>
SEC Registration fee.....	\$ 8,894
Nasdaq listing fee.....	\$ 12,625
Legal fees.....	\$ 5,000
Accountant's Fees.....	\$ 2,500
Printing Fees.....	\$ 0

Miscellaneous.....	\$ 1,000

Total.....	\$ 30,019

</TABLE>

Item 15. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

Article 7 of the Company's Amended and Restated Articles of Incorporation and Section 10 of the Company's Restated Bylaws authorize the Company to indemnify its directors, officers, employees and agents to the fullest extent permitted by the Washington Business Corporation Act (the "Act"). Sections 23B.08.500 through 23B.08.000 of the Act authorize a court to award, or a corporation's board of directors to grant, indemnification to directors and officers on terms sufficiently broad to permit indemnification under certain circumstances for liabilities arising under the Securities Act.

Section 23B.08.320 of the Act authorizes a corporation to limit a director's liability to the corporation or its shareholders for monetary damages for acts or omissions as a director, except in certain circumstances involving intentional misconduct, self-dealing or illegal corporate loans or distributions, or any transaction from which the director personally receives a benefit in money, property or services to which the director is not legally entitled. Article 6 of the Company's Amended and Restated Articles of Incorporation contains provisions implementing, to the fullest extent permitted by Washington law, such limitations on a director's liability to the Company and its shareholders.

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Item 16. EXHIBITS.

- 3.1 Amended and Restated Articles of Incorporation of the Company (1)
- 3.1.1 Articles of Amendment Containing the Statement of Rights and Preferences of the Series B Convertible Preferred Stock of the Company (2)
- 3.2 Amended and Restated Bylaws of the Company (3)
- 4.1 Common Stock Purchase Warrant, dated as of April 1, 1999, issued to Josephthal & Co., Inc.
- 5 Opinion on Legality
- 23 Consent of PricewaterhouseCoopers LLP
- 24 Power of Attorney (included on the signature page hereof)

-
- (1) Incorporated by reference to the Registration Statement on Form SB-2, Registration No. 33-5276-LA.
 - (2) Incorporated by reference to the Current Report on Form 8-K for the event of January 14, 1999, as filed on January 28, 1999
 - (3) Incorporated by reference to the Quarterly Report on Form 10-QSB for the quarterly period ending June 30, 1998

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Item 17. UNDERTAKINGS.

- (a) The undersigned registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration statement
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration statement (or the most

recent post-effective amendment thereof) that, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration statement; and

- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement;

- (2) That, for the purpose of determining any liability under the Securities Act, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered that remain unsold at the termination of the offering.

- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question, whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bothell, State of Washington, on March 30, 2000.

MICROVISION, INC.

By: /s/ RICHARD F. RUTKOWSKI

Richard F. Rutkowski
President and Chief Executive Officer

KNOW ALL BY THESE PRESENTS that each person whose signature appears below hereby authorizes and appoints Richard F. Rutkowski and Richard A. Raisig, and each of them, with full power of substitution and full power to act without the other, as his true and lawful attorney-in-fact and agent to act in his name, place and stead and to execute in the name and on behalf of each file, any and all amendments to this Registration Statement, including any and all post-effective amendments.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated below on the 30th day of March, 2000.

SIGNATURE AND TITLE

/s/

Richard F. Rutkowski
President, Chief Executive Officer
and Director

/s/

Robert A. Ratliffe
Director

/s/

Stephen R. Willey
Director

/s/

Jacob Brouwer
Director

/s/

Richard A. Raisig
Chief Financial Officer (Principal
financial officer) and Director

/s/

Richard A. Cowell
Director

/s/

Walter J. Lack
Director

/s/

Dennis J. Reimer
Director

/s/

William A. Owens
Director

/s/

Margaret Elardi
Director

/s/

Jeff Wilson
Controller (Principal
accounting officer)

MICROVISION, INC.
a Washington corporation

COMMON STOCK PURCHASE WARRANT

Certificate No. 11

THESE WARRANTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS. THESE WARRANTS ARE "RESTRICTED SECURITIES" AS DEFINED IN RULE 144 UNDER THE ACT AND MAY NOT BE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

This is to certify that, for value received and subject to the terms and conditions set forth below, Microvision, Inc., a Washington corporation (the "Company"), promises and agrees to sell and issue to Josephthal & Co. Inc. 32,695 fully paid and nonassessable shares of Common Stock, at a price of \$20.32 per share, at any time up to and until 5:00 p.m., Seattle, Washington time, on April 1, 2004, as described more fully in Section 2 below.

This Warrant Certificate is issued subject to the following terms and conditions:

1. DEFINITIONS OF CERTAIN TERMS. Except as may be otherwise clearly required by the context, the following terms have the following meanings:

1.1 "Common Stock" means the common stock, no par value, of the Company.

1.2 "Company" means Microvision, Inc., a Washington corporation.

1.3 "Holder" means any person owning Registrable Shares.

1.4 "Exercise Price" means \$20.32 per share, subject to adjustment from time to time pursuant to the provisions hereof.

1.5 "Register," "registration," and "registered" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement by the U.S. Securities and Exchange Commission (the "SEC").

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1.6 "Registrable Shares" means the shares of Common Stock issued or issuable upon exercise of the Warrants.

1.7 "Securities" means the securities obtained or obtainable upon exercise of the Warrants or securities obtained or obtainable upon exercise, exchange, or conversion of such securities.

1.8 "Securities Act" means the Securities Act of 1933, as amended.

1.9 "Transfer Agent" means the transfer agent for the Common Stock.

1.10 "Warrant Certificate" means a certificate evidencing Warrants.

1.11 "Warrantholder" means a record holder of Warrants or Securities.

1.12 "Warrants" means the warrants evidenced by this certificate or any similar certificate issued in replacement of any such certificate.

2. EXERCISE OF WARRANTS. All or any part of the Warrants evidenced by this Certificate may be exercised by surrendering this Warrant Certificate, together with appropriate instructions, duly executed by the Warrantholder or by his or her duly authorized attorney-in-fact, at the office of the Company, 19910 North Creek Parkway, Bothell, WA 98011, or at such other office or agency as the Company may designate, accompanied by payment in U.S. funds in full, in cash or certified or cashier's check, of the Exercise Price payable with respect to the Warrants being exercised. Upon such surrender and payment, the Company will provide the Warrantholder with a form of subscription for the Securities to be obtained on exercise of the Warrants. Subject to the terms and conditions of this Warrant Certificate, the Company will, as soon as practicable after said surrender and payment and completion of such subscription by the Warrantholder, make arrangements with its Transfer Agent to mail to the Warrantholder at the address specified in the subscription a certificate or certificates evidencing the Securities subscribed for. If fewer than all the Warrants evidenced by this Warrant Certificate are exercised, the Company will, upon such exercise, execute and deliver to the Warrantholder a new Warrant Certificate (dated the date hereof), in form and tenor similar to this Warrant Certificate, evidencing the

Warrants not exercised. The Securities to be obtained on exercise of the Warrants will be deemed to have been issued, and any person exercising the Warrants will be deemed to have become a holder of record of those Securities, as of the date of the issuance of a certificate or certificates evidencing the Securities. The securities laws of the United States and certain states thereof or other jurisdictions may require that a registration statement registering the Securities to be issued on exercise of the Warrants be effective, or that an exemption from registration be available, before the Company may issue the Securities to the Warranholder. The Company will use its best efforts to take such actions under the Act and the laws of various states and other jurisdictions as may be required to cause the issuance of Securities upon exercise of Warrants to comply with applicable securities laws. However, the Company will not be required to honor the exercise of Warrants if, in the opinion of the Company's Board of Directors, upon advice of counsel, the issuance of

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Securities upon such exercise would be unlawful. In such event, the Company may elect to redeem Warrants submitted for exercise for a price equal to the difference between (i) the closing price of the Securities on the date of submission of the subscription for exercise of Warrants, as reported by the principal exchange or quotation service upon or through which the Securities are then principally traded or quoted (the "Exchange"), and (ii) the Exercise Price at the time of submission of the Securities subscribed for. In the event of such redemption, the Company will pay to the Warranholder the above-described redemption price within ten business days after the Warranholder's submission of the subscription for the Securities.

3. ADJUSTMENTS IN CERTAIN EVENTS. The number, class and price of Securities for which this Warrant Certificate may be exercised are subject to adjustment from time to time upon the happening of certain events as follows:

3.1 If the outstanding shares of Common Stock are divided into a greater number of shares or a dividend in stock is paid on the Common Stock, the number of shares of Common Stock for which the Warrants are then exercisable will be proportionately increased and the Exercise Price will be proportionately reduced. Conversely, if the outstanding shares of Common Stock are combined into a smaller number of shares of Common Stock, the number of shares of Common Stock for which the Warrants are then exercisable will be proportionately reduced and the Exercise Price will be proportionately increased. The increases and reductions provided for in this Section 3.1 will be made with the intent and, as nearly as practicable, the effect that neither the percentage of the total equity of the Company obtainable on exercise of the Warrants nor the price payable for such percentage upon such exercise will be affected by any event described in this Section 3.1.

3.2 In case of any change in the Common Stock through merger, consolidation, reclassification, reorganization, recapitalization, partial or complete liquidation, or other change in the capital structure of the Company, then, as a condition of the change in the capital structure of the Company, lawful and adequate provision will be made so that the holder of this Warrant Certificate will have the right thereafter to receive upon the exercise of the Warrants the kind and amount of shares of stock or other securities or property to which he would have been entitled if, immediately prior to such merger, consolidation, reclassification, reorganization, recapitalization, liquidation, or other change in capital structure, the Warranholder had held the number of shares of Common Stock obtainable upon the exercise of the Warrants. In such event, the Exercise Price will be proportionately adjusted. In any such case, appropriate adjustment will be made in the application of the provisions set forth herein with respect to the rights and interest thereafter of the Warranholder, to the end that the provisions set forth herein will thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock or other property thereafter deliverable upon the exercise of the Warrants. The Company will not permit any change in its capital structure to occur unless the issuer of the shares of stock or other securities to be received by the holder of this Warrant Certificate, if not the Company, agrees to be bound by and comply with the provisions of this Warrant Certificate.

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3.3 When any adjustment is required to be made in the number of shares of Common Stock, other securities or the property purchasable upon exercise of the Warrants, the Company will promptly determine the new number of such shares or other securities or property purchasable upon exercise of the Warrants and (i) prepare and retain on file a statement describing in reasonable detail the method used in arriving at the new number of such shares or other securities or property purchasable upon exercise of the Warrants and (ii) cause a copy of such statement to be mailed to the Warranholder within 30 days after the date when the event giving rise to the adjustment occurred.

3.4 No fractional shares of Common Stock or other securities will be issued in connection with the exercise of any Warrants, but the Company will

pay, in lieu of fractional shares, a cash payment therefor on the basis of the closing price of the Securities as reported by the Exchange on the day immediately prior to exercise.

4. REGISTRATION RIGHTS.

4.1 PIGGYBACK REGISTRATION. At any time during the period commencing on September 28, 1999, and expiring at 5:00 p.m., Seattle, Washington time, on April 1, 2004, whenever the Company proposes to register any of its securities under the Securities Act (other than pursuant to a registration on Form S-8 or S-4) and the Company is not prohibited from including the Registrable Shares on such registration statement, the Company will give by registered mail at least 30 days prior written notice to all Holders of Registrable Shares of its intention to effect such a registration, and the Company will include in such registration all Registrable Shares with respect to which the Company has received written requests for inclusion therein within 20 days after the Company has effectively given notice of the proposed registration, except that if, in connection with any underwritten public offering for the account of the Company the managing underwriter(s) thereof shall impose a limitation on the number of shares of Common Stock which may be included in the registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such registration statement only such limited portion of the Registrable Shares with respect to which such Holder has requested inclusion hereunder as the underwriter shall permit. Any exclusion of Registrable Shares shall be made pro rata among the Holders seeking to include Registrable Shares, in proportion to the number of Registrable Shares sought to be included by such Holders; provided, however, that the Company shall not exclude any Registrable Shares unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in such registration statement or are not entitled to pro rata inclusion with the Registrable Shares; and provided, further, however, that, after giving effect to the immediately preceding proviso, any exclusion of Registrable Shares shall be made pro rata with holders of other securities having the right to include such securities in the registration statement other than holders of securities entitled to inclusion of their securities in such registration statement by reason of demand registration rights (except to the extent any existing agreements otherwise provide). No right to registration of Registrable Shares under this Section 4.1 shall be construed to limit any registration required under Section 4.2 hereof. If an offering in connection with which a Holder is entitled to registration under this Section

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4.1 is an underwritten offering, then each Holder whose Registrable Shares are included in such registration statement shall, unless otherwise agreed by the Company, offer and sell such Registrable Shares in an underwritten offering using the same underwriter or underwriters and, subject to the provisions of this Agreement, on the same terms and conditions as other shares of Common Stock included in such underwritten offering. Notwithstanding the provisions of this Section 4.1, the Company shall have the right at any time after it shall have given written notice pursuant to this Section 4.1 to elect not to file any such proposed registration statement, or to withdraw the same after the filing but prior to the effective date thereof.

4.2 DEMAND REGISTRATION. At any time during the period commencing on September 28, 1999, and expiring at 5:00 p.m., Seattle, Washington time, on April 1, 2004, the Holder(s) of at least 50% of the Registrable Shares then outstanding shall have the right, exercisable by written notice to the Company, to have the Company prepare and file with the SEC, on one occasion, a registration statement on Form S-3 covering the resale of the Registrable Shares. Upon receipt of such request, provided that the Company is a registrant entitled to use Form S-3 to register the Registrable Shares for such resale, the Company shall promptly give written notice of the proposed registration to all other Holders. The Company shall use its best efforts to file a registration statement on Form S-3 covering the resale of the Registrable Shares, together with all or such portion of the Registrable Shares of any other Holders joining in such request as are specified in a written request given within 15 days after the Company has effectively given notice of the proposed registration, and to cause such registration statement to become effective and remain effective for 180 days, subject to the terms of this Agreement.

4.3 Notwithstanding the foregoing: (i) the Company shall not be obliged to effect a registration pursuant to Section 4.2 in the period starting 60 days before the Company's good faith estimated date of filing of, and ending 90 days after the effective date of, a registration statement pertaining to an underwritten public offering of securities for the account of the Company (other than a registration relating solely to the sale of securities to participants in a Company stock option or stock purchase plan, or a registration on any form that does not include substantially the same information that would be required to be included in a registration statement covering the sale of the Registrable Shares, or a registration on Form S-4), if the Company is at all times during such period diligently and in good faith pursuing such registration, PROVIDED, HOWEVER, that the Company shall promptly notify the Holders of any decision to

abandon or indefinitely delay such public offering; (ii) the Company shall not be obliged to register for any Holder such number of Registrable Shares as such Holder may sell freely in a broker's transaction pursuant to Rule 144 under the Securities Act within three months of the date of the request for registration; (iii) if the Company shall furnish to the Holders a certificate signed by the President of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it could be seriously detrimental to the Company and its shareholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than 90 days after receipt of the request of the Holders under this Section 4; and (iv) the Company shall not be obliged to effect a registration in any particular jurisdiction in which the Company would be required to qualify to do business or to

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execute a general consent to service of process in effecting such registration qualification or compliance.

5. EXPENSES OF REGISTRATION. The Company shall pay all expenses other than underwriting discounts, commissions and fees and disbursements of legal counsel for the selling Holders relating to the Registrable Shares incurred in connection with registrations, filings or qualifications pursuant to this Agreement, including (without limitation) all registration, filing and qualification fees, printing and accounting fees, and fees and disbursements of counsel for the Company.

6. OBLIGATIONS OF THE COMPANY. When required by this Agreement to register Registrable Shares, the Company shall, as promptly as reasonably possible:

6.1 Prepare and file with the SEC a registration statement covering such Registrable Shares and use its best efforts to cause such registration statement to become effective, and, keep such registration statement continuously effective for up to 180 days or such shorter period as will terminate when all the Registrable Shares covered by the registration statement have been sold.

6.2 Prepare and file with the SEC any amendments and supplements to the registration statement and the prospectus used in connection with it needed to comply with the Securities Act with respect to the sale of all Registrable Shares covered by such registration statement.

6.3 Give the Holders the number of copies of preliminary and final prospectuses, in conformity with the requirements of the Securities Act, and other documents that they reasonably request to facilitate the sale of their Registrable Shares.

6.4 Use its best efforts to register and qualify the Registrable Shares covered by such registration statement under securities or Blue Sky laws of such jurisdictions that the Holders request, PROVIDED that the Company shall not be required in connection therewith to qualify to do business or to file a general consent to service of process in any such jurisdictions.

6.5 Notify each holder of Registrable Shares covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

6.6 Cause all Registrable Shares registered hereunder to be listed in each securities exchange or market in which similar securities issued by the Company are listed.

6.7 Furnish, at the request of any Holder requesting registration of Registrable Shares, on the date that such Registrable Shares are delivered to the underwriters for sale in

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connection with a registration, if such Registrable Shares are being sold through underwriters, (i) an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, and to the Holders requesting registration of Registrable Shares, and (ii) a letter, dated such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters and to the Holders requesting registration of Registrable Shares.

6.8 Indemnify and hold any Holder harmless against any losses, claims, damages or liabilities to which such Holder may become subject under the

Securities Act insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, or any amendment or supplement 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 not misleading; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission made in the Registration Statement, or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or through the Holder specifically for use in the preparation thereof.

6.9 Deliver promptly to each Holder participating in the offering, upon request thereby, copies of all correspondence between the SEC and the Company, its counsel or auditors and all memoranda relating to discussions with the SEC or its staff with respect to the registration statement, and permit each Holder to do such investigation, upon reasonable advance notice, with respect to information contained in or omitted from the registration statement, as it deems reasonably necessary to comply with applicable securities laws or rules of the National Association of Securities Dealers, Inc. ("NASD"). Such investigation shall include access to books, records and properties of the Company, and the opportunity to discuss the business of the Company with its officers and independent auditors, all to such reasonable extent and at such reasonable times as any such Holder shall reasonably request.

7. HOLDER'S INFORMATION. The Company is obliged to take actions to register Registrable Shares under this Agreement only if the Holders requesting registration give the Company on a timely basis all information regarding themselves, their Registrable Shares, and their intended method of disposition of such securities as shall be reasonably required to effect the registration of their Registrable Shares.

8. RESERVATION OF SECURITIES. The Company agrees that the number of shares of Common Stock and other Securities sufficient to provide for the exercise of the Warrants upon the basis set forth above will at all times during the term of the Warrants be reserved for exercise.

9. VALIDITY OF SECURITIES. All Securities delivered upon the exercise of the Warrants will be duly and validly issued in accordance with their terms, and the Company will pay all

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documentary and transfer taxes, if any, in respect of the original issuance thereof upon exercise of the Warrants.

10. LEGENDING OF SECURITIES. All certificates representing Securities delivered upon the exercise of the Warrants shall be impressed with a legend indicating that the Securities are not registered under the Act and reciting that the transfer thereof is restricted, such legend to be in a form acceptable to counsel for the Company.

11. TRANSFER PROHIBITED. This Warrant and all rights hereunder may not be transferred or assigned without prior written approval of the Company. Any transfer effected without the prior written approval of the Company shall be void.

12. NO RIGHTS AS A SHAREHOLDER. Except as otherwise provided herein, the Warrantholder will not, by virtue of ownership of Warrants, be entitled to any rights as a shareholder of the Company.

13. OWNERSHIP. The Company, and its Transfer Agent, and any agent of the Company or its Transfer Agent may treat the bearer of this Warrant Certificate as the absolute owner of the Warrants evidenced hereby for the purpose of exercising the Warrants and for all other purposes whatsoever, and notwithstanding any notice of ownership or writing thereon, or any notice of previous loss or theft or other interest therein.

14. NOTICE. Any notices required or permitted to be given hereunder may be given in writing personally or by mail or other comparable delivery service at the address determined below or at such other address as the party receiving notice has theretofore furnished to the notifying party:

If to the Company:

19910 North Creek Parkway
Bothell, WA 98011
Attn: Richard A. Raisig, Chief Financial Officer

If to the Warrantholder:

at the address furnished

by the Warrantholder in such
Warrantholder's Subscription
Agreement.

Any notice given by mail will be deemed effectively given 48 hours after mailing when deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as specified above. Any notice given by courier or other comparable form of delivery service will be deemed effectively given at the date and time recorded for such delivery in the records of the delivery service.

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15. APPLICABLE LAW. This Certificate will be governed by and construed in accordance with the laws of the State of Washington.

Dated as of April 1, 1999.

MICROVISION, INC.

By: _____
Richard A. Raisig
Chief Financial Officer

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March 29, 2000

Microvision, Inc.
19910 North Creek Parkway
Bothell, WA 98011-0066

RE: REGISTRATION STATEMENT ON FORM S-3

Ladies and Gentlemen:

We have acted as counsel to Microvision, Inc., a Washington corporation (the "Company"), in connection with the following transactions:

1. The proposed issuance by the Company of up to 555,556 shares of common stock, no par value, of the Company (the "Common Stock"), pursuant to the Stock Purchase Agreement, dated as of March 17, 2000 (the "Stock Purchase Agreement"), between the Company and Cree, Inc., a North Carolina corporation, and General Electric Pension Trust, an employee pension trust organized under the laws of New York (the "Cree/GE Shares");
2. The issuance by the Company to Josephthal & Co., Inc., of a warrant, dated as of April 1, 1999, to purchase 32,695 shares of Common Stock (the "Josephthal Warrant"); and
3. The issuance by the Company of 25,000 shares of Common Stock to Thomas Furness (the "Furness Shares").

We have reviewed the corporate action of the Company in connection with the foregoing issuances and have examined such documents, corporate records, and other instruments as we have deemed necessary for the purposes of this opinion.

Based upon the foregoing, it is our opinion that:

1. The Cree/GE Shares, when issued and delivered in accordance with the Stock Purchase Agreement against payment therefor, will be validly issued, fully paid, and nonassessable.
2. The shares of Common Stock issuable upon exercise of the Josephthal Warrant, when issued and delivered in accordance therewith against

payment for such shares, will be validly issued, fully paid, and nonassessable.

3. The Furness Shares are validly issued, fully paid, and nonassessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

STOEL RIVES LLP

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 20, 2000 relating to the financial statements, which appears in Microvision, Inc.'s Annual Report on Form 10-K for the year ended December 31, 1999. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

PricewaterhouseCoopers LLP
Seattle, Washington
March 28, 2000