SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 23, 2002

MICROVISION, INC.

(Exact name of registrant as specified in its charter)

Washington (State or other jurisdiction of

incorporation)

0-21221 (Commission File Number) 91-1600822 (IRS Employer Identification No.)

19910 North Creek Parkway Bothell, Washington

(Address of Principal Executive Office)

98011 (Zip Code)

Registrant's telephone number, including area code: (425) 415-6847

Item 5. Other Events.

Microvision, Inc. (the "Company") is offering 686,499 shares of the Company's common stock, no par value per share (the "Common Stock"), for \$4.37 per share and warrants exercisable for 137,300 shares of the Company's Common Stock at \$6.56 per share. The shares and warrants have been registered on the Company's Registration Statement on Form S-3, registration no. 333-76432. The purpose of this Current Report is to file the legal opinion and agreement with Olympus Securities LLC.

Item 7. Financial Statements and Exhibits.

c) Exhibits.

- 4.1 Form of Warrant(1)
- 5.1 Legal Opinion
- 10.1 Form of Stock Purchase Agreement(1)
- 10.2 Agreement with Olympus Securities LLC dated August 23, 2002
- 23.1 Consent of Stoel Rives LLP (see Exhibit 5.1)

(1) Incorporated by reference to the Company's Current Report on Form 8-K for the event of July 22, 2002, as filed on July 23, 2002.

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SIGNATURES

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

MICROVISION, INC.

By:

/s/ RICHARD F. RUTKOWSKI

Richard F. Rutkowski Chief Executive Officer

Date: August 27, 2002

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Item 5. Other Events. Item 7. Financial Statements and Exhibits.

SIGNATURES

August 23, 2002

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

Re: Registration Statement on Form S-3, Registration No. 333-76432

Ladies & Gentlemen:

We have acted as counsel for Microvision, Inc., a Washington corporation (the "Company"), in connection with the preparation of a Registration Statement on Form S-3, Registration No. 333-76432, filed on January 8, 2002 and amended on March 5, 2002 and April 25, 2002 (together, the "Registration Statement"), in accordance with the rules and regulations promulgated under the Securities Act, and the prospectus supplement, dated August 23, 2002 relating to the offer and sale of:

- 1. 686,499 shares of Common Stock (the "Shares");
- 2. Warrants to purchase 137,300 shares of Common Stock (the "Warrants"); and
- 3. 137,300 shares of Common Stock issuable upon exercise of the Warrants (the "Warrant Shares").

We have reviewed the corporate action of the Company in connection with the foregoing and have examined such documents, corporate records, and other instruments as we have deemed necessary for the purposes of this opinion. In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures, (ii) the conformity to the originals of all documents submitted to us as copies and (iii) the truth, accuracy, and completeness of the information, representations and warranties contained in the records, documents, instruments and certificates we have reviewed.

Based on such examination, we are of the opinion that:

1. The Shares have been duly authorized and, when issued, delivered and paid for, will be validly issued, fully paid and nonassessable by the Company.

2. The Warrants have been duly authorized and, when issued and delivered, will be legal, valid and binding obligations of the Company (subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws affecting creditors' rights generally from to time in effect and subject to general principles of equity, regardless of whether such is considered in a proceeding in equity or at law). The Warrant Shares have been duly authorized and, when issued and delivered upon exercise of the Warrants in exchange for payment therefor in accordance with the terms thereof, will be validly issued, fully paid and nonassessable by the Company.

The opinions expressed herein are limited solely to the laws of the State of Washington and United States federal laws. We express no opinion as to any matter other than expressly set forth above, and no other opinion is intended to be implied or inferred herefrom. The opinions expressed herein are opinions of legal matters and not factual matters. Our opinions are given as of the date hereof, and we undertake no obligation and hereby disclaim any obligation to advise upon any change in law, facts or circumstances, occurring after the date hereof.

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K and to the use of our name in the prospectus forming part of the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ STOEL RIVES LLP

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Exhibit 5.1

August 23, 2002

Olympus Securities, LLC 900 Third Avenue 26th Floor New York, NY 10022 Attn: James Carrazza, President

Dear Mr. Carrazza:

This letter will serve to document the fee arrangement between Microvision, Inc. (the "Company") and Olympus Securities, LLC ("Olympus") regarding Olympus' involvement in the proposed purchase of common stock and warrants by Vertical Ventures and Zimmer Lucas (the "Transaction").

Upon closing of the Transaction, the Company will pay Olympus a fee in cash of 5% of the amount paid by Zimmer Lucas at closing (\$2 million) for the common stock and warrants, which fee shall not exceed \$100,000.

The Company agrees to indemnify Olympus and its directors, officers, shareholders, and employees (the "Indemnified Parties") from and against any claims, actions, suits, proceedings, damages, liabilities and expenses incurred by such Indemnified Party arising out of the Transaction and which is based upon third party claims of: (i) rights to participate in the Transaction; or (ii) rights of fees based upon the closing of the Transaction. Notwithstanding anything to the contrary contained herein, the Company's above indemnification obligations shall not apply to: (a) the gross negligence or willful misconduct of any Indemnified Party and (b) any claims for fees asserted by Zimmer Lucas. Olympus agrees to indemnify and hold harmless the Company, its officers, directors, shareholders and employees from any claims for fees from Zimmer Lucas, its agents or affiliates.

If this fee arrangement is acceptable to you, please countersign the one copy of this letter and return it to the Company in the enclosed prepaid return envelope.

Yours very truly,

/s/ RICHARD F. RUTKOWSKI

Richard Rutkowski Chief Executive Officer

RAR:pml Enclosures

Acknowledged and Agreed:

OLYMPUS SECURITIES, LLC

By:

/s/ JAMES CARRAZZA

James Carrazza, President

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Exhibit 10.2