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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2006

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 000-22671

**QUICKLOGIC CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

77-0188504

(I.R.S. Employer Identification Number)

1277 Orleans Drive

Sunnyvale, CA 94089

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (408) 990-4000

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

**Title of Each Class**

**Name of Exchange on which Registered**

Common Stock, \$0.001 par value

The NASDAQ Stock Market LLC

Rights to Purchase Series A Junior Participating Preferred Stock

Securities registered pursuant to Section 12(g) of the Act: **None**

(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The aggregate market value of voting stock held by non-affiliates of the registrant as of July 2, 2006, the Registrant's most recently completed second fiscal quarter, was \$114,149,000 based upon the last sales price reported for such date on the Nasdaq Global Market. For purposes of this disclosure, shares of common stock held by persons who hold more than 5% of the outstanding shares of common stock and shares held by executive officers and directors of the registrant have been excluded in that such persons may be deemed to be affiliates. This determination is not necessarily conclusive.

At February 28, 2007, the Registrant had 28,854,817 shares of common stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Items 10, 11, 12, 13 and 14 of Part III of this Form 10-K incorporate information by reference from the Proxy Statement for the Registrant's Annual Meeting of Stockholders to be held on or about April 24, 2007.

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### EXPLANATORY NOTE

*This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, that involve risks and uncertainties, as well as assumptions that, if they do not fully materialize or prove incorrect, could cause the business and results of operations of QuickLogic Corporation ("we", "us" or "our") to differ materially from those expressed or implied by such forward-looking statements. Such forward-looking statements include, without limitation, any projections of earnings, revenue or financial items, any statements of the plans, strategies and objectives of management for future operations, any statements concerning proposed new products, any statements regarding future economic conditions or performance, any statements relating to our projected capital expenditures, any statements of belief and any statements of assumptions underlying the foregoing.*

*The risks, uncertainties and assumptions referred to above that could cause our results to differ materially from the results expressed or implied by such forward-looking statements include, but are not limited to, those discussed under the heading "Risk Factors" in Item 1A hereto and the risks, uncertainties and assumptions discussed from time to time in our other public filings and public announcements. All forward-looking statements included in this document are based on information available to us as of the date hereof, and we assume no obligation to update these forward-looking statements.*

### PART I

#### **ITEM 1. BUSINESS**

##### **Overview**

QuickLogic Corporation, founded in 1988 and reincorporated in Delaware in 1999, is a fabless semiconductor company, providing the lowest power programmable solutions to expand application capabilities in the mobile, prosumer and industrial markets. We operate in a single industry segment where we design and sell Customer Specific Standard Products, or CSSPs, Embedded Standard Products, or ESPs, field programmable gate arrays, or FPGAs, associated design software and programming hardware. CSSPs implement customer-specific solutions as a standard product. Our ESP and FPGA devices are also standard products that can be programmed to perform desired logic functions. In 1991, we introduced our first FPGA products based upon our ViaLink® technology. We believe that the underlying attributes of our ViaLink technology, including low power consumption, high reliability, design security and design efficiency, enable us to deliver differentiated silicon solutions to our customers.

Whether a customer uses our CSSPs as a complete solution, our ESPs as a known good starting point in their design, or our FPGAs as a "blank slate" to design their unique application, we believe our solutions and products enable system manufacturers to improve their time-to-market, lower total system power consumption and add features or performance to their embedded applications. In addition, we believe that our products provide our customers with the lowest power consumption and highest intellectual property, or IP, security of all full featured FPGA devices.

Competitively, our products and solutions can offer significant power savings, performance, time-to-market and design security benefits when compared to traditional FPGAs; lower cost of ownership, time-to-market and increased system flexibility benefits when compared to the use of application specific integrated circuits, or ASICs; and increased system flexibility, product differentiation and design security benefits when compared to application specific standard products, or ASSPs.

We designed our Eclipse™ II and QuickPCI® II products to provide a low power solution for applications requiring medium to small amounts of programmable logic. Our new PolarPro™ architecture, released to production in 2006, builds on our Eclipse II architecture by providing low power consumption and a more cost-effective architecture. All PolarPro device circuitry is optimized for low power consumption through the new and innovative Very Low Power, or VLP, mode, power aware placement

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and glitch free clock gating. Based on our engineering analysis of portable media player applications, we believe designers using PolarPro can extend battery life by as much as four times as compared to a standard product implementation, setting a new standard for low power consumption through the use of programmable logic.

In addition to incorporating the lowest power full featured programmable logic, our solutions also provide:

- *Unmatched IP Security*—we believe our products provide unmatched programmable logic design security, since it is virtually impossible to clone or reverse engineer designs implemented using our ViaLink technology;
- *Small Form Factor*—since our products do not require an additional device to store configuration data, we can provide single chip solutions, in packages as small as 6x6 millimeters;
- *Instant On*—our ViaLink-based products require no configuration bit stream and thus are live at power up. This is critical in applications that need to be active as soon as power is supplied; and
- *High Reliability*—our ViaLink-based devices are consistently more robust in harsh environments than SRAM-based FPGA products, since ViaLink-based products do not rely on an SRAM cell that is susceptible to alpha particles, or brownouts, to define and maintain their functionality.

The low power consumption, high performance, small form factor and fast time-to-market of our new products are ideal for power sensitive mobile applications that need to efficiently integrate storage, networking and/or graphics capabilities. These products are being designed into applications for markets and customers that are new to us. Examples of how our new customers have utilized our new products include:

- smartphones, where our solutions enable the simultaneous display of video on the handset and an external display;
- portable navigation products, where our solutions allow a processor to access a micro hard disk drive or other peripherals while reducing total power consumption;
- portable media players, where our solutions allow a processor to access a micro hard disk drive;
- cellular data cards, where our solutions provide the lowest power interface between a cellular radio and laptop card slot; and
- handheld point-of-sale, or POS, terminals, where our solutions enable Wi-Fi, BlueTooth and storage connectivity.

We market a range of solutions to our customers, including:

- *Customer Specific Standard Products* incorporating our devices, intellectual property and software drivers. These complete solutions are targeted at specific low power application segments that have similar connectivity and performance requirements. In addition, the remaining programmable fabric can be utilized to address the customer's specific requirements. By providing solutions for customers we increase their ability to meet the time-to-market pressures associated with their markets;
- *Embedded Standard Products* incorporating a fixed function along with programmable logic in a low power device. Our customers build on this "known good starting point" to develop unique solutions required for their products, which eliminates the need to acquire and assemble industry standard IP, thus reducing design risk and improving time-to-market; and
- *FPGAs* which are general purpose FPGAs used by customers who value the low power consumption, high IP security, instant on and reliability of our devices.

This range of solutions allows customers to acquire a solution tailored for their needs. Mobile product original design manufacturers, or ODMs, tend to prefer a complete solution, and purchase CSSPs. Other customers, such as a European cellular data card manufacturer, choose our ESP solutions, while military and gaming customers tend to prefer FPGAs.

In addition to working directly with our customers, we partner with other technology companies to develop additional intellectual property, reference platforms and system software to provide application solutions. We work with processor manufacturers, such as Marvell Technology Group Ltd. and Analog Devices, Inc., and companies that supply storage, networking or graphics components for embedded systems. The depth of these relationships varies depending on the partner and the dynamics of the end market being targeted, but is typically a co-marketing program that includes joint account calls, promotional activities and/or engineering collaboration, such as reference designs.

Our headquarters are located at 1277 Orleans Drive, Sunnyvale, California 94089. We can be reached at (408) 990-4000, and our website address is [www.quicklogic.com](http://www.quicklogic.com). Our common stock trades on the Nasdaq Global Market under the symbol "QUIK". Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to such reports are available, free of charge, on our Internet home page as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission, or SEC. Copies of the materials filed by the Company with the SEC are also available at the Public Reference Room at 100 F Street, N.E., Washington, D.C., 20549. Information regarding the operation of the Public Reference Room is available by calling the SEC at 1-800-SEC-0330.

## **Product Technology**

Our patented ViaLink metal-to-metal programmable technology is the foundation of our competitive advantage in providing energy efficient devices and solutions that deliver high performance, high reliability, intellectual property security and instant on features that our customers value. Unlike other programmable technologies, ViaLink uses metallurgical changes in amorphous silicon to complete connections. In particular, an unprogrammed ViaLink uses amorphous silicon to separate two conductors. Amorphous silicon is an excellent insulator, so the leakage current associated with an 'open' ViaLink is very low, which means that the overall 'standby' current of

a ViaLink device is very low. When mixed with a metal such as Tungsten or Titanium, amorphous silicon can be turned into a silicide, which is a good conductor providing very low resistance in a ‘closed’ ViaLink. During programming, we use an electrical voltage to create the silicide and selectively ‘close’ the desired ViaLink connections. Along with the advantages of low leakage and low resistance, this metallurgical change is permanent with ‘instant on’ characteristics that are not susceptible to ‘single event upsets’ or ‘brownout’ conditions. Also, the fact that the silicide is low resistance means that only a small amount is required and, as a result, our ViaLink connections are very small, which translates into reduced silicon area, low parasitic capacitance and excellent routability, all of which contribute to high performance at low power and low cost relative to SRAM and flash-based field programmable gate array technologies.

Our Eclipse II and QuickPCI II products were the first products we designed specifically for low power mobile applications. We completed the design of these devices in the fourth quarter of 2004. Subsequently, we developed our proprietary PolarPro architecture to take further advantage of the unique strengths of the ViaLink technology and create our PolarPro line of FPGAs. These devices retain the features that have always made our products attractive to the military and industrial markets—high routability, high performance, instant on, high reliability and unmatched intellectual property security. The additional features introduced with the PolarPro architecture—such as our Very Low Power, or VLP, mode, power aware placement and glitch free clock gating—are critical to the mobile device market, while adding additional value to our traditional markets. The PolarPro architecture uses a more efficient logic

cell than previous architectures. As a result, PolarPro devices have two times the logic per area as our previous generation of products, which results in significant cost savings.

We expect to announce our first Solution Platform product offering in March 2007. Solution platforms combine hard-wired logic and programmable logic on one device, which extends the Embedded Standard Product, or ESP, concept that we invented and pioneered. Adding hard-wired intellectual property enables us to deliver more logic at lower cost and lower power; while the programmable logic allows us to provide solutions that can be rapidly customized to differentiate products, add features and reduce system development costs. This combination of hard-wired and programmable logic enables us to deliver low cost, small form factor solutions that can be customized for particular customer or market requirements. The high routing density and flexibility of our ViaLink technology is critical to the efficient interface between the hard-wired logic and the programmable fabric.

## Industry Background

Consumer products are the new driver for semiconductor sales, and the needs of the consumer market bring a unique set of requirements as compared to traditional FPGA markets. One important trend in the consumer market is towards mobile, hand-held devices. Important industry trends affecting this market include miniaturization and the need to increase battery life. An equally important trend is shrinking product lifecycles, which drives a need for faster, lower risk product development. And of course, there is intense pressure on total cost of ownership, including component costs and development expenses. As more people experience the advantages of a mobile lifestyle at home, they demand the same advantages in their professional lives. Therefore, we believe that these trends toward mobile, hand-held products which have a small form factor and maximize battery life will also be evident in the industrial, medical and military markets. These industry trends are shifting the demand among different classes of core silicon. The three main classes of core silicon are:

- *Application Specific Standard Products, or ASSPs*—ASSPs, other than processors, are fixed-function devices designed to address a relatively narrow set of applications. These devices typically integrate a number of common peripherals or functions, and the functionality of these devices is fixed prior to wafer fabrication;
- *Programmable logic devices, or PLDs*—PLDs are general-purpose devices, which can be used by a variety of electronic systems manufacturers, and are customized after purchase for a specific application. FPGAs are a subset of this category which are typically used to implement complex system functions; and
- *Application Specific Integrated Circuits, or ASICs*—ASICs are custom devices designed and fabricated to meet the needs of one specific application for one end customer. Structured ASICs, a sub-category of ASICs, provide a limited amount of custom content to broaden the applicability of a device for additional applications.

ASSP use is largely driven by the adoption of industry standards that have been developed to address increasing system complexity and the need for communication between systems and system components. These standards include:

- *Universal Serial Bus, or USB*, is a medium speed connection standard that is used to connect many peripherals, such as Wi-Fi or DVB-H, to a processor, and is also used to connect two processors for the purpose of downloading or synchronizing information;
- *Consumer Electronics ATA, or CE-ATA*, is a storage interface that is optimized for the mobile device market;
- *Integrated Drive Electronics, or IDE*, also referred to as ATAPI, which controls storage devices such as micro hard disk drives, CD-ROMs and DVDs;

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- *Secure Digital Input/Output, or SDIO*, which allows the secure exchange of data, enabling usage restrictions to satisfy copyright holders;
  - *Peripheral Component Interconnect, or PCI, mini-PCI and CardBus*, which are standards developed to provide a high-performance, reliable and cost-effective method of connecting high-speed devices within a system; and

- *Ethernet*, a widely used local area network, or LAN, transport standard that controls the interconnection between systems.

ASSPs offer the system designer proven functionality which reduces development time, risk and cost. However, since these devices are offered broadly to the market, it is challenging for a system designer to create differentiated products from these devices alone. Furthermore, in many situations the available ASSPs may not directly implement the desired function, which then requires the system designer to use a combination of ASSPs to achieve the desired result at the expense of increased cost, product size and power consumption. Additionally, as standards evolve or new standards are developed, ASSPs may not be available to implement desired functions. Therefore, many system designers supplement their ASSPs with customizable components such as PLDs or ASICs.

Programmable logic devices offer the system designer the ability to create custom functions that either provide product differentiation or make up for deficiencies in available ASSPs. Because PLDs are electrically customized, they can be customized by the designer at his location in minutes and, because blank PLDs are a standard product, lead times are short. Compared to ASSPs, PLDs require more designer input, since the designer has to develop the intellectual property, or IP, to go into the PLD, and may also have to develop the software to drive the IP. The additional designer input increases development time, development cost and development risk relative to an ASSP. However, compared to an ASIC, the programmability of a PLD reduces development time, cost and risk. Also, for any given function a PLD will have a higher unit cost and consume more power than either an ASSP or an ASIC as the device size required to implement a function in a PLD is larger than that of an ASSP or ASIC. Consequently PLDs have stratified into small PLDs like Complex Programmable Logic Devices, or CPLDs, that are low cost, low power, lower performance and simpler to design due to their small number of logic cells, and FPGAs, which are typically larger and have higher performance and power consumption. The small PLDs are typically used to ‘tweak’ designs made from a collection of ASSPs, whereas FPGAs are traditionally used to create high value custom designs.

ASICs offer the system designer the ability to create custom functions that have exceptionally low unit cost, low power, small size and high performance. The drawback to an ASIC is the expensive, time-consuming and high risk development cycle. As with PLDs, the system designer has to develop the IP and software, and because an ASIC requires its own mask set and production cycle, it is both expensive and slow to manufacture and debug. Thus ASICs tend to be used for high volume designs where the development cost can be offset by unit cost savings realized over a very high volume. While driving down the technology curve, also known as following Moore’s Law, has resulted in many benefits for ASICs, it has also created a huge design challenge. While the dramatic increase in mask costs with each new technology is well known, another factor is that each generation allows us to build far more complex devices, which take more time to define, to design and to debug. Thus development cost, development time and development risk increase with each generation, with the result that the volume required to offset the development cost increases. Unfortunately, it is often the case that a large, complex device can only serve a small number of SKUs, which makes it even harder to achieve the high volumes required to amortize the development costs, and large ASICs can not be easily adapted to changing market conditions.

System designers can customize their products using either programmable logic or ASICs, and the competitive dynamic between these classes of core silicon are well understood. The high development risk and expense and the opportunity cost of an ASIC is incurred to produce custom devices with a very low unit production cost. Suppliers of programmable logic devices, which have lower development risk, development expense and market risk relative to ASICs, have aggressively reduced the unit cost of their products over time, making programmable logic devices the solution of choice for custom products unless the volume is very high. These cost reduction efforts have significantly increased the volume needed to justify the total cost of an ASIC.

## **Industry Future**

The traditional military and industrial markets are well served by existing core silicon. Much of this market uses complex ASSPs since price, power and size are not particularly critical design considerations. When there is a strong need for a custom solution in high volume applications, designers turn to an ASIC and, in low to medium volume applications, they use FPGAs. QuickLogic FPGAs have a loyal following in certain segments of these markets, particularly when instant-on, high reliability or intellectual property security is important. These markets are expected to continue to grow, but not as significantly as the consumer market.

The consumer market, especially the mobile device market, is not as well served by mainstream core silicon. Consumer devices incorporate complex, rapidly changing technology and have short product lifecycles and short development cycles, all of which clash with the long development cycles and high volume requirement of ASICs. Therefore, ASICs are used only in very high-volume mainstream consumer products. A military or industrial system designer would traditionally use a conventional FPGA device to implement a high value custom design because power requirements are not as critical. On the other hand, mobile system designers require very low power consumption to maximize battery life in their application, which is incompatible with the high power consumption of conventional FPGAs. Thus the average mobile system designer is effectively limited to ASSPs and small PLDs, which creates a virtually level playing field among mobile system designers, and makes product differentiation extremely hard to achieve.

## **QuickLogic’s Solutions**

Our ViaLink technology is inherently the lowest power programmable technology used to design FPGAs. As a result, we have focused our product and marketing efforts on the mobile device market, where battery life is critical. However, low power is not the only issue faced by mobile device designers. In the highly competitive consumer market, many products are developed by smaller companies that don’t have the depth of design ability or lengthy design cycle that a military or industrial original equipment manufacturer, or OEM, has. This isn’t a problem when they are combining a number of ASSPs with a few small PLDs. However, these smaller OEMs often don’t have either the skill set or the time to develop high value, custom silicon designs needed to differentiate their products in the market. QuickLogic’s complete solutions address the needs of these designers.

We use our technology to create Customer Specific Standard Products, or CSSPs. A CSSP looks like an ASSP to the system designer, but is based on our programmable technology. From a mobile system designer’s perspective, an ASSP’s function is known and

complete, and can consequently be designed into systems with a minimum amount of effort. One of the features of our ViaLink technology is that it is non-volatile, which means that we can program a device in our factory, and then ship it fully configured to a customer. To that customer, our solution then looks exactly like a custom ASSP. We are capable of providing complete solutions because of our investment in developing the low power designs and software required to implement specific functions or to share data between commonly used interfaces in mobile systems. In some cases, we develop the designs and software ourselves and, in other cases, we utilize third parties to develop the designs and/or software.

An important advantage to QuickLogic is that CSSP devices, like ASSPs, are chosen very early in the design cycle by the system architect, whereas PLDs are usually chosen late in the design cycle by the implementation team. Consequently, CSSPs can become part of a platform design from which several product designs are derived. Thus one design effort can result in multiple design wins for us. Another benefit of the CSSP approach is our early interaction with system architects about the challenges they face, which gives us better insight into trends and future needs.

The fact that we use our programmable technology to implement these CSSPs provides two advantages over conventional ASSPs that are based on ASIC technology. Foremost is the fact that our CSSPs can be tailored for a specific customer's requirements—once we have developed a CSSP, it is easy to utilize the remaining programmable logic to provide a unique set of features to a mobile system designer, or to add other functions to the CSSP, such as Universal Asynchronous Receiver/Transmitter, or UARTs, which minimizes system size and cost. Finally, by using programmable technology instead of ASIC technology, we reduce our development time, development risk and total cost—and are able to bring solutions to market quickly.

FPGAs which are based on SRAM or flash technology are not well suited to implementing ASSPs for the mobile device market. These conventional FPGAs consume more power, especially in standby mode, which makes them unsuitable for battery powered devices. These FPGAs may also require a separate configuration memory, which increases the total size of the solution. Finally, SRAM based FPGAs are not 'instant on', which significantly complicates system design, increases power consumption and typically results in increased development time, risk and cost.

By using ViaLink as a core technology, we can deliver our CSSP custom solutions that blend the benefits of traditional ASSPs with the flexibility advantages of programmable logic.

The second way we solve the mobile system designer's problem is through our Design Services group. When a mobile system designer requires a high value, complex solution that is unlike any of the CSSPs that we already offer, he can engage with our Design Services group to develop a solution that meets his specific needs. For instance, a customer producing smartphones wanted us to implement logic that would allow their customers to view video or presentations on the handset and an external device simultaneously. We were able to quickly implement and debug this feature using our programmable logic technology, allowing the customer to come to market with a low power, differentiated product. We are now marketing this capability to other customers. In this model, the mobile system designer is the primary source of application knowledge and we provide the complex logic and low power design knowledge. From the customer's perspective, this is very different from the ASIC model since we develop their solution on our standard product with programmable logic, which does not have the high NRE, tooling expense or inventory risk associated with ASIC wafer fabrication. In effect, we produce an energy efficient custom solution with significantly reduced development and debug time, risk and cost.

### **The QuickLogic Strategy**

Our objective is to be the market leader in providing the lowest power programmable solutions available in the industry. We believe that our patented, proprietary ViaLink technology allows us to deliver programmable solutions with the lowest power consumption and highest IP security, while meeting system performance requirements. We believe our devices and solutions enable system manufacturers to reduce system power consumption, improve time-to-market and add features or performance to their embedded applications. To achieve our objective, we have adopted the following strategies:

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### *Extend Technology Leadership*

Our low power, high performance ViaLink technology, PolarPro and Eclipse II product architectures, standard product design capabilities, software driver capabilities, user-programmable platform and proprietary software design tools allow us to provide our prosumer and industrial mobile product customers with Customer Specific Standard Products, or CSSPs, that meet their unique design requirements. Our recently announced PolarPro products consume less power than Eclipse II and were designed with an architecture to meet the interconnect and system logic requirements of power sensitive and portable applications. Our PolarPro products are optimized for low power consumption through the new VLP mode, which provides an instant ability to lower power consumption when a device function is not needed. PolarPro addresses the interconnect and logic requirements of power sensitive, portable applications by including embedded circuitry for implementing high-bandwidth bus-to-bus interfaces, including large arrays of on-chip dual-port SRAM with co-located asynchronous First-In, First-Out, or FIFO, controllers, DDR interfaces for highly cost effective memory expansion and clock management units. In addition, PolarPro products include a new FPGA logic cell architecture, which delivers twice the logic density of Eclipse II, supporting lower costs and higher gross margin. Our first PolarPro products, the QL1P075, QL1P100, QL1P200 and QL1P300, are in production and we expect the QL1P600 and QL1P1000, the largest members of the product line based on the number of logic cells, to sample and be available for production in 2007.

We expect to announce our first Solution Platform product offering in March 2007. Solution platforms combine hard-wired logic and

programmable logic on one device, which extends the ESP concept that we invented and pioneered. Adding hard-wired intellectual property enables us to deliver more logic at lower cost and lower power; while the programmable logic allows us to provide solutions that can be rapidly customized to differentiate products, add features and reduce system development costs. This combination of hard-wired and programmable logic enables us to deliver low cost, small form factor solutions that can be customized for particular customer or market requirements. The high routing density and flexibility of our ViaLink technology is critical to the efficient interface between the hard-wired logic and the programmable fabric.

We intend to continue to invest in the development of ViaLink technology, product architectures and intellectual property and to utilize such developments in future product innovations. This core technology will enable our traditional customers to continue to use our devices as FPGAs for their custom, high value, silicon needs. The addition of intellectual property, CSSPs and design services will address the needs of the prosumer and industrial mobile device markets.

#### *Provide a Range of Solutions*

We recognize that our markets require a range of solutions, which we provide to our customers:

- *Customer Specific Standard Products:* Our CSSPs are complete solutions for power critical or power sensitive applications. We typically target applications where we have a compelling low power advantage, identified customers and a large follow-on market potential. For instance, top-tier ODMs supplying handheld, battery powered devices, such as portable GPS systems or portable video recorders, are looking for complete solutions that combine low power consumption and high performance. Our solutions combine the lowest power FPGAs available in the industry today with intellectual property and software drivers to create CSSPs customized for these applications. Examples of intellectual property incorporated into these solutions include: processor interface; SDIO interface to SD cards, Wi-Fi chipsets, or mobile TV; Serial Peripheral Interface, or SPI, to Wi-Fi or mobile TV; high speed UART interface to GPS or BlueTooth; IDE and/or CE-ATA interface for use with micro hard disk drives, DVDs or CDs; and, PCI interface to an Ethernet or a Wi-Fi module. In March 2007, we expect to announce our first Solution Platform, and we expect to

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offer additional CSSPs based on this product offering. We are able to design our programmable solutions to deliver advanced System-on-a-Chip, or SoC, levels of power management by performing functions in our device instead of in a system's embedded processor. We demonstrate solutions to customers using our mobile application boards. This demonstration capability is a key element in the selection of our products by a potential customer, and we then work with the customer to provide a solution tailored for their specific application.

- *Embedded Standard Products.* Our ESPs combine a standard function and programmable logic in a single device. The standard function is essentially a "known good starting point" for our customers, and they utilize our programmable logic to complete their design. Customers in the cellular data card business, for instance, start with our QuickPCI products and add custom logic and software drivers to complete their designs. Our traditional customers benefit from using our ESPs, which combine the ease-of-use, guaranteed functionality, high performance, low non-recurring engineering charges and immediate availability of ASSPs with the flexibility and time-to-market advantages of programmable logic.
- *Field Programmable Gate Arrays.* Many customers choose to add value to their end products by using our FPGAs to implement unique system logic in their product designs. For instance, customers in the gaming industry or serving military markets value the IP security, instant on, high performance and reliability of our FPGAs. To serve these customers, we deliver our ViaLink-based FPGAs as well as a complete environment for FPGA designs, including our QuickWorks and QuickTools development software and programming hardware. During 2005, we expanded our capabilities by partnering with Mentor Graphics® to provide industry leading synthesis and simulation tools, as well as an interface to other industry standard electronic design automation, or EDA, tools.

#### *Strategic Relationships*

We partner with market leaders and key suppliers to expand our served market and speed our time-to-market.

- *Partnering with Leading Component Suppliers.* We are developing relationships with tier-one suppliers of embedded processors, storage components such as micro hard disk drives or flash memory, and networking components such as wireless LAN chipsets. The lowest power consumption, small form factor and high intellectual property security of our PolarPro, Eclipse II and QuickPCI II devices are compelling for other component suppliers, who can use our solutions in reference designs or application notes to expand their served markets. The depth of these relationships varies depending on the partner and the dynamics of the end market being targeted, but is typically a co-marketing program that includes joint account calls, promotional activities and/or engineering collaboration, such as reference designs.
- *Partnering with our Key Suppliers.* As a part of our product strategy, we have formed strategic relationships with Mentor Graphics Corporation, Tower Semiconductor Ltd., Amkor Technology, Inc., Taiwan Semiconductor Manufacturing Company, or TSMC, Unisem (M) Berhard and other companies to expand the range of technology that we embed in our products. These alliances are an essential element of our product strategy and a source of competitive strength going forward. By leveraging the expertise of our partners in programmable logic EDA synthesis tools, intellectual property development, wafer fabrication, package engineering and assembly, we can devote our efforts to the development of targeted, well-defined products and solutions.

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## Create Innovative, Industry-Leading Customer Services

- *Providing Design Services.* These services extend our customers' technical capabilities and shorten their time-to-market by utilizing our experts in programmable logic design, software drivers and embedded systems as part of their design team.
- *Developing "Beyond the Silicon" Products.* These value-added services for system manufacturers include power-aware tools that enable customers to minimize power consumption during the early stages of application design; predefined system functions delivered as IP cores; software drivers; reference designs; unique intellectual property optimized for use in QuickLogic's programmable devices; and technical support.

We continue to develop and implement innovative ways to serve and communicate with our customers. *MyDesign.com*, our secure design-support portal individualized for each of our customers, is an innovative way to serve and communicate with customers. It provides us with the ability to exchange information and advance system designs with our customers. In addition, our ProChannel web-based system allows our distributors to receive quotations, place orders for our products and view their order status over the Internet. This system complements the Electronic Data Interchange systems that we have used for the past several years with our largest customers.

## Customers and Markets

The following is a representative list of our current customers and the markets in which they do business:

Market Segment	Customer	Application
Instrumentation and Test	Curlin Medical Dot Systems Honeywell Medtronic Teradyne Tyco Healthcare	Medical electronics Transportation test equipment Aircraft navigation and flight controls Medical electronics Semiconductor test equipment Medical electronics
Military & Aerospace Systems	BAE Systems DY-4 General Dynamics L-3 Communications Lockheed Martin Raytheon RF Communications Rockwell Collins	Military flight controls VME-based computer systems Military communications equipment Aircraft data recorders and telemetry Military single board computers Munitions and displays Military radios Military communications equipment
Data Communications and Telecommunications	Motorola Nortel Option Wireless	Cellular base stations Telecom switching equipment 3G data cards for laptop computers
Video, Audio and Graphics Imaging	Electrosystems Konami Quartics Samsung	Casino gaming Casino gaming Video compression Flat panel display controllers

A significant portion of our revenue comes from sales to customers located outside of the United States, distributors and key customers. Our two largest customers represented 14% and 13% of revenue in

2006. Please see Note 14 to our consolidated financial statements for information on our revenue by geography, market segment and key customers.

In the past, there has not been a predictable seasonal pattern to our business. However, as we increase our engagements with mobile market customers, we may experience seasonal patterns in the future.

## Sales and Technical Support

We sell our products through a network of sales managers, independent sales representatives and point-of-sale distributors in North America, Europe, Japan and Asia. In addition to our corporate headquarters in Sunnyvale, we have regional sales operations in California, Minnesota, Texas, Massachusetts, New Hampshire and Pennsylvania. We also have international sales operations in the United Kingdom, Germany, China, Japan, Hong Kong, Taiwan and India. Our sales personnel and independent sales representatives are responsible for sales and application support for a given region of responsibility, focusing on major strategic accounts.

Our customers typically order our products through our distributors. Distributors also create demand for our devices and solutions, generally focusing on customers who are not directly served by our sales managers. Currently, we have two distributors in North America and a network of 19 distributors throughout Europe and Asia to support our international business. Our distributors work with our regional sales managers in identifying new opportunities for our devices and solutions and providing technical support, along with other value-added services.

## Backlog

We do not believe that backlog as of any particular date is indicative of future results. A majority of our quarterly shipments are typically booked during the quarter. Our sales are made primarily pursuant to standard purchase orders issued by OEM and distributor customers. Under our standard terms and conditions, a significant portion of our backlog is subject to cancellation or reschedule by these customers. Our distributor backlog is also subject to price adjustments upon the resale of the related inventory, as a result the total value of our backlog is not indicative of the related revenue. We believe that generally only a small portion of our backlog, excluding orders received under end-of-life programs, is non-cancelable and that the dollar amount associated with the non-cancelable portion is not significant.

## **Competition**

The semiconductor industry is intensely competitive and characterized by:

- erosion of selling prices over product lives;
- rapid technological change;
- short product lifecycles; and
- strong domestic and foreign competition.

We believe that important competitive factors in our market are:

- power consumption;
- time-to-market for our customers;
- products and solutions designed for specific applications;
- product and solution performance, reliability, price and form factor;
- design services and technical service and support;

- length of our development cycle;
- intellectual property protection;
- ease of use, functionality and installed base of development system software;
- access to sources of raw materials, wafer fabrication facilities and assembly capacity; and
- market presence and financial strength of the Company and its competitors.

A number of companies offer products that compete with one or more of our products and solutions. Our existing competitors include: (1) suppliers of conventional standard products, such as PLX Technology and Oxford Semiconductor; (2) suppliers of CPLDs, including Lattice Semiconductor and Altera; (3) suppliers of FPGAs, particularly Xilinx and Actel; (4) suppliers of ASICs, including Winbond and LSI Logic; and (5) suppliers of embedded processors, such as Freescale Semiconductor. Xilinx and Altera dominate the programmable logic market and have substantially greater revenue, market presence and financial resources than Actel, Lattice or us. Xilinx dominates the FPGA segment of the market while Altera dominates the CPLD segment of the market. As we introduce additional solutions, we will also face competition from standard product manufacturers who are already servicing or who may decide to enter the markets addressed by our solutions. In addition, we expect significant competition in the future from major domestic and international semiconductor suppliers and from suppliers of products based on new or emerging technologies.

## **Research and Development**

Our future success will depend to a large extent on our ability to rapidly develop, enhance and introduce devices and solutions that meet emerging industry standards and satisfy changing customer requirements. We have made and expect to continue to make substantial investments in research and development.

As of the end of 2006, our research and development staff consisted of 54 employees located in Canada, India and California.

- Our process engineering group develops our proprietary ViaLink wafer manufacturing process, oversees product manufacturing and process development with our third-party foundries, and is involved in ongoing process improvements to increase yields and optimize device characteristics.
- Our FPGA design engineering group develops low power programmable devices and analog circuits targeted for mobile or battery powered embedded systems that can be used stand-alone or combined with standard functions to form solutions.
- Our ASSP design engineering group develops or integrates standard functions with programmable devices to produce ESPs and Solution Platforms.
- Our software group develops the design libraries, interface routines and place and route software that allow our customers to use third-party design environments to develop designs that are incorporated into our programmable devices.
- Our system group develops IP blocks and associated software drivers that form the basis of our CSSPs.

## **Manufacturing**

We have close relationships with third-party manufacturers for our wafer fabrication, package assembly, testing and programming requirements to help ensure stability in the supply of our products and to allow us to focus our internal efforts on product and solution

We currently outsource our wafer manufacturing to TSMC, Tower, Samsung Semiconductor, Inc. and Kawasaki Microelectronics, Inc. TSMC manufactures our pASIC®3, QuickRAM and certain QuickPCI products using a four-layer metal, 0.35 micron complementary metal oxide semiconductor, or CMOS, process. TSMC also manufactures our Eclipse and other ESP products using a five-layer metal, 0.25 micron process on eight-inch wafers. Samsung and Kawasaki manufacture our ASSP products. We purchase products from TSMC, Samsung and Kawasaki on a purchase order basis.

Tower manufactures our PolarPro, Eclipse II, certain QuickPCI II and QuickMIPS devices, and will manufacture new products currently under development, such as our Solution Platform, using a six-layer metal, 0.18 micron CMOS process incorporating our ViaLink technology. We have invested \$21.3 million in Tower as part of Tower's efforts to build and equip their wafer fabrication facility. Our investment guarantees us a portion of their fabrication facility's available wafer capacity at competitive pricing. Our Tower agreement provides for guaranteed capacity availability through at least 2010.

Outsourcing of wafer manufacturing enables us to take advantage of these suppliers' high-volume economies of scale. We may establish additional foundry relationships as such arrangements become economically useful or technically necessary.

We outsource our product packaging, testing and programming primarily to Amkor Technology, Inc. We have entered into a contractual partnership with Amkor to provide package design services.

### **Product Revenue Transition**

Our foundry agreement with the supplier that fabricates our pASIC 1 and pASIC 2 products expired at the end of 2005. We previously announced an end-of-life for these products and asked our customers to take delivery of lifetime buy orders before the end of 2005. These products contributed \$5.8 million, \$21.1 million and \$17.9 million of our revenue in 2006, 2005 and 2004, respectively. A majority of our customers that use pASIC 1 and pASIC 2 products have either purchased sufficient quantities to satisfy their demand throughout the expected life of their products or have converted their designs to our other products, such as pASIC 3 which is pin compatible with pASIC 2. Because of the end-of-life of these products, we have experienced a significant reduction in pASIC 1 and pASIC 2 revenue since the third quarter of 2005 and believe that these products will not contribute significant revenue in 2007. We have no further manufacturing capacity for these products and any future revenue is limited to inventory on hand.

In January 2007, we announced the end-of-life for our V3 products, primarily due to the loss of manufacturing capacity for these products, and asked our customers to take delivery of lifetime buy orders before the end of 2007. These products contributed \$2.2 million and \$3.6 million of our revenue in 2006 and 2005, respectively. We expect that these products will contribute less than 5% of revenue after 2007.

In order to maintain or grow our revenue from its current level, we are dependent upon increased revenue from our existing products, especially our PolarPro, Eclipse II and QuickPCI II products, and the development and marketing of additional new products and solutions.

### **Employees**

As of December 31, 2006, we had a total of 147 employees worldwide. We believe that our future success will depend in part on our continued ability to attract, hire and retain qualified personnel. None of our employees are represented by a labor union, and we believe our employee relations are favorable.

### **Intellectual Property**

Our future success and competitive position depend upon our ability to obtain and maintain the proprietary technology used in our principal products. We hold 96 U.S. patents and have six pending applications for additional U.S. patents containing claims covering various aspects of programmable

integrated circuits, programmable interconnect structures and programmable metal devices. In Europe and Asia, we have been granted a total of three patents and have a total of six patent applications pending. Our issued patents expire between 2010 and 2024. We have also registered ten trademarks with the U.S. Patent and Trademark Office.

From time to time, we receive letters alleging patent infringement or inviting us to license other parties' patents. We evaluate these requests on a case-by-case basis. Offers such as these may lead to litigation if we reject the opportunity to obtain the license or reject the other party's demands.

### **Executive Officers and Directors**

Our executive officers are elected by, and serve at the discretion of, our Board of Directors. There are no family relationships among our directors and officers.

The following table sets forth certain information concerning our current executive officers and directors as of February 28, 2007:

Name	Age	Position
E. Thomas Hart	65	Chairman, President and Chief Executive Officer

Terry L. Barrette	50	Vice President, Operations
Cartriona Meney	45	Vice President, Human Resources and Development
Carl M. Mills	52	Vice President, Finance and Chief Financial Officer
Andrew J. Pease	56	Vice President, Worldwide Sales
Timothy Saxe	51	Senior Vice President, Engineering and Chief Technology Officer
Nicholas Aretakis	45	Director
Michael J. Callahan	71	Director
Arturo Krueger	67	Director
Christine Russell	57	Director
Gary H. Tauss	52	Director

*E. Thomas Hart* has served as our President, Chief Executive Officer and a member of our Board of Directors since June 1994, and as our Chairman since April 2001. Prior to joining QuickLogic, Mr. Hart was Vice President and General Manager of the Advanced Networks Division at National Semiconductor Corporation, a semiconductor manufacturing company, where he worked from September 1992 to June 1994. Prior to joining National Semiconductor, Mr. Hart was a private consultant from February 1986 to September 1992 with Hart Weston International, a technology-based management consulting firm. Prior experience includes senior level management responsibilities in semiconductor operations, engineering, sales and marketing with several companies including Motorola, Inc., an electronics provider, and National Semiconductor. Mr. Hart holds a B.S.E.E. degree from the University of Washington.

*Terry L. Barrette* joined QuickLogic in 1998 and has served as Vice President, Operations since 2001 and Director of Manufacturing and Product Engineering since 1998. Prior to joining QuickLogic, Ms. Barrette was Director of Product Engineering and Manufacturing at GateField Corporation, a semiconductor manufacturer, from 1996 to 1998. Prior to joining GateField, Ms. Barrette was Manager of Test Engineering and Failure Analysis at LSI Logic from 1989 to 1996. Prior experience includes positions in product engineering, quality and reliability at GE Intersil, Intel and National Semiconductor. Ms. Barrette holds a B.S.E.E. degree from San Jose State University.

*Cartriona Meney* joined QuickLogic in September 2003 and has served as our Vice President, Human Resources and Development since October 2006. Prior to joining QuickLogic, Ms. Meney was Vice President International Human Resources at Ocular Sciences, Inc., a global manufacturer of contact lenses, from September 2001 to June 2002. In October 2000, Ms. Meney relocated to the United States. From May 1984 to October 2000, Ms. Meney held several human resource positions at Standard Life Assurance Co., an international financial services provider, located in Scotland, most recently as their

Senior Human Resources Business Partner. Prior experience includes human resource positions at Sun Microsystems BV. Ms. Meney holds a M.A. degree, with honors, from the University of Glasgow in Scotland.

*Carl M. Mills* has served as our Vice President, Finance and Chief Financial Officer since August 2002. From November 2000 to July 2002, Mr. Mills was Vice President of Finance and Chief Financial Officer of AltoWeb, Inc., a software company. From November 1987 to September 2000, Mr. Mills held several positions, most recently Vice President of Finance and Chief Financial Officer, at WaferScale Integration, Inc., a producer of peripheral integrated circuits. Mr. Mills holds a B.S. degree and an M.B.A. degree from Santa Clara University.

*Andrew J. Pease* has served as our Vice President, Worldwide Sales since November 2006. From July 2003 to June 2006, Mr. Pease was Vice President of Worldwide Sales of Broadcom Corporation, a global leader in semiconductors for wired and wireless communications. From March 2000 to July 2003, Mr. Pease was Vice President of Sales at Syntricity Inc., a company providing software and services to better manage semiconductor production yields and improve design-to-production processes. From 1984 to 1996, Mr. Pease served in a number of sales positions at Advanced Micro Devices, or AMD, a global semiconductor manufacturer, where his last assignment was Group Director, Worldwide Headquarters Sales and Operations. Mr. Pease previously held Vice President of Sales positions at Integrated Systems Inc., an embedded software manufacturer (1996-1997), and Vantis Corporation, a programmable logic subsidiary of AMD (1997-1999). Mr. Pease holds a B.S. degree from the United States Naval Academy and an M.S. in computer science from the Naval Postgraduate School in Monterey, California.

*Timothy Saxe* joined QuickLogic in May 2001 and has served as our Chief Technology Officer and Senior Vice President, Engineering since August 2006, and Vice President, Engineering since November 2001. From November 2000 to February 2001, Mr. Saxe was Vice President of FLASH Engineering at Actel Corporation, a semiconductor manufacturing company. Mr. Saxe joined GateField Corporation, a design verification tools and services company formerly known as Zycad, in June 1983 and was a founder of their semiconductor manufacturing division in 1993. Mr. Saxe became GateField's Chief Executive Officer in February 1999 and served in that capacity until GateField was acquired by Actel in November 2000. Mr. Saxe holds a B.S.E.E. degree from North Carolina State University, and an M.S.E.E. degree and a Ph.D. in electrical engineering from Stanford University.

*Nicholas Aretakis* has served as a member of our Board of Directors since May 2006. Since December 2006, Mr. Aretakis has been a consultant to semiconductor companies serving the telecommunications and consumer markets. From October 2005 until December 2006, Mr. Aretakis served as Vice President of Worldwide Sales at Advanced Analogic Technologies, Inc., a provider of power management integrated circuits. From December 2001 until May 2004, Mr. Aretakis was in the Office of the President for GlobespanVirata, Inc., a provider of broadband communications integrated circuits. From May 1998 until December 2001, Mr. Aretakis was Vice President of Worldwide Sales for GlobeSpan, Inc., a provider of broadband communications integrated circuits. Earlier in his career, he served in a variety of sales and marketing roles at ESS Technology, Inc., Media Vision, Inc., SEEQ Technology, Inc. and MicroChip Technology, Inc. Mr. Aretakis holds a B.S. in Electrical Engineering from Columbia University and a B.A. in Mathematics, cum laude, from Hobart College.

*Michael J. Callahan* has served as a member of our Board of Directors since July 1997. From March 1990 through his semi-

retirement in September 2000, Mr. Callahan served as Chairman of the Board, President and Chief Executive Officer of WaferScale Integration, Inc., a producer of peripheral integrated circuits. From 1978 to March 1990, Mr. Callahan held various positions at Monolithic Memories, Inc., a semiconductor manufacturing company, most recently as its President. During his tenure as President, Monolithic Memories became a subsidiary of Advanced Micro Devices, Inc., a semiconductor manufacturing company, where Mr. Callahan was Senior Vice President of Programmable Products. Prior to joining Monolithic Memories, he worked at Motorola Semiconductor for 16 years where he was

Director of Research and Development as well as Director of Linear Operations. Mr. Callahan also serves on the board of Micrel, Incorporated, a provider of analog power, mixed-signal and digital semiconductor devices, and Teknovus, Inc., a privately held company specializing in communications chipsets for subscriber access networks. Mr. Callahan holds a B.S.E.E. degree from the Massachusetts Institute of Technology.

*Arturo Krueger* has served as a member of our Board of Directors since September 2004. Mr. Krueger has more than 40 years of experience in systems architecture, semiconductor design and development, operations, and marketing as well as general management. Since February 2001, Mr. Krueger has been a consultant to automobile manufacturers and semiconductor companies serving the automotive and telecommunication markets. Mr. Krueger was Corporate Vice President and General Manager of Motorola's Semiconductor Products Sector for Europe, Middle East and Africa from January 1998 until February 2001. Mr. Krueger was the Strategic and Technology/Systems advisor to the President of Motorola's Semiconductor Products Sector from 1996 until January 1998. In addition, Mr. Krueger was the Director of the Advanced Architectural and Design Automation Lab at Motorola. Mr. Krueger is a director of Marvell Technology Group Ltd., a semiconductor provider of high-performance analog, mixed-signal, digital signal processing and embedded microprocessor integrated circuits, and Nemerix S.A., a provider of integrated circuits specializing in ultra low power RF and baseband chipsets for GPS and wireless applications. He holds an M.S. degree in Electrical Engineering from the Institute of Technology in Switzerland, and has studied Advanced Computer Science at the University of Minnesota.

*Christine Russell* has served as a member of our Board of Directors since June 2005. Since June 2006, Ms. Russell has been Vice President and Chief Financial Officer of Virage Logic Corporation, a provider of advanced intellectual property for the design of integrated circuits. Ms. Russell served as Senior Vice President and Chief Financial Officer of OuterBay Technologies, Inc., a privately held software company enabling information lifecycle management for enterprise applications, from May 2005 until February 2006, when OuterBay was acquired by Hewlett-Packard Company. From October 2003 to May 2005, Ms. Russell served as the Chief Financial Officer of Ceva, Inc., a company specializing in semiconductor intellectual property offering digital signal processing cores and application software. From October 1997 to October 2003, Ms. Russell served as the Chief Financial Officer of Persistence Software, Inc., a company specializing in enterprise software providing infrastructure for distributed computing. Prior to 1997, Ms. Russell served in senior financial management positions with a variety of technology companies for a period of more than twenty years. Ms. Russell is a director of Peak International, Inc. Peak is a supplier of precision-engineered packaging products for storage, transportation and automated handling of high technology products. Ms. Russell holds a B.A. degree and an M.B.A. degree from the University of Santa Clara.

*Gary H. Tauss* has served as a member of our Board of Directors since June 2002. Since October 2006, Mr. Tauss has been President and Chief Executive Officer of Mobidia Technology, Inc., a provider of performance management software that enables wireless operators to provide users with high-quality mobile content. From May 2005 until the sale of its assets to Transaction Network Services, Inc. in March 2006, Mr. Tauss served as President, Chief Executive Officer and director of InfiniRoute Networks Inc., a provider of software peering services for wireline and wireless carriers. From October 2002 until April 2005, Mr. Tauss served as President and Chief Executive Officer of LongBoard, Inc., a company specializing in fixed-to-mobile convergence application software for leading carriers and service providers. From August 1998 until June 2002, Mr. Tauss was President, Chief Executive Officer and a director of TollBridge Technologies, Inc., a developer of voice-over-broadband products. Prior to co-founding TollBridge, Mr. Tauss was Vice President and General Manager of Ramp Networks, Inc., a provider of Internet security and broadband access products, with responsibility for engineering, customer support and marketing. Mr. Tauss is the Chairman of LongBoard. Mr. Tauss earned both a B.S. and an M.B.A. degree at the University of Illinois.

## ITEM 1A. RISK FACTORS

*If we fail to successfully develop, introduce and sell new products, we may be unable to compete effectively in the future*

We operate in a highly competitive, quickly changing environment marked by rapid obsolescence of existing products. To compete successfully, we must obtain access to advanced fabrication capacity and dedicate significant resources to specify, design, develop, manufacture and sell new or enhanced products and solutions that provide increasingly higher levels of performance, low power consumption, new features, reliability and/or cost savings to our customers. We experience a long delay between the time when we expend these product definition and development resources and invest in related long-lived assets, and the time when we begin to generate revenue, if any, from these expenditures.

We are marketing our PolarPro, Eclipse II and QuickPCI II products to new customers and markets and expect a significant portion of our future revenues to be generated from these new products. We believe our low power PolarPro, Eclipse II and QuickPCI II products and solutions based on these products have a compelling advantage in low power applications, and that this business will provide long-term revenue growth for QuickLogic, but there is no assurance when this will occur. Some of the opportunities for our new products are in the rapidly changing mobile market, which typically has shorter product lifecycles, higher volumes and greater price pressure than our

traditional business. In order to react quickly to opportunities or to obtain favorable wafer prices, we have made significant investments in and commitments to purchase PolarPro and Eclipse II inventory. In addition, the nature of the mobile market and the customers that operate in this market may cause revenue to fluctuate significantly from quarter to quarter. For example, while our new product revenue increased in the second and third quarters of 2006, it declined in the fourth quarter of 2006 due to the maturity and product lifecycle of a significant customer for these products. If we are unable to design, produce and sell new solutions and products that meet design specifications, address customer requirements and generate sufficient revenue and gross profit, if market demand for our products fails to materialize, if we are unable to obtain adequate capacity on a timely basis, if we are unable to develop Custom Specific Standard Products, or CSSPs, or solutions in a timely manner, or if our customers do not successfully introduce products incorporating our devices, our revenue and gross margin will be materially harmed, our liquidity and cash flows will be materially effected, we may be required to write-off related inventory and long-lived assets or there may be other adverse effects on our business or the price of our common stock.

*We will be unable to compete effectively if we fail to anticipate product opportunities based upon emerging technologies and standards or fail to develop products and solutions that incorporate these technologies and standards in a timely manner*

We spend significant time and money to design and develop products and customer solutions around an industry standard, such as Universal Serial Bus, or USB, and Integrated Drive Electronics, or IDE, or emerging technologies, such as low power programmable logic, advanced process technology or small form factor packaging. We intend to develop additional products and solutions and adopt new technologies in the future. We expect other programmable product companies to expand their low power product offering and compete more directly with our lowest power products. If system manufacturers adopt alternative standards or technologies, if an industry standard or emerging technology that we have targeted fails to achieve broad market acceptance, if customers choose low power offerings from our competitors, or if we are unable to bring the technologies or solutions to market in a timely and effective manner, we may be unable to generate significant revenue from our research and development efforts. As a result, our business would be materially harmed and we may be required to write-off related inventory and long-lived assets.

*We may be unable to accurately estimate quarterly revenue, which could adversely affect the trading price of our stock*

We offer our customers a short delivery lead-time and a majority of our shipments during a quarter are ordered by customers in that quarter. As a result, we often have low visibility to the current quarter's revenue, and our revenue levels can change significantly in a short period of time. Furthermore, our ability to respond to increased demand is limited to inventory on hand or on order, the capacity available at our contract manufacturers and our capacity to program products to customer specifications. In addition, a significant portion of our revenue is deferred until our distributors ship unprogrammed parts to end customers since the price is not fixed or determinable until that time. Therefore, we are highly dependent on the accuracy and timeliness of resale and inventory reports from our distributors. Inaccurate distributor resale or inventory reports, as well as unanticipated changes in distributor inventory levels, could contribute to our difficulty in predicting and reporting our quarterly revenue and results of operations. If we fail to accurately estimate customer demand, record revenue, or if our available capacity is less than needed to meet customer demand, our results of operations could be harmed and our stock price could materially fluctuate.

*The announced end-of-life of our pASIC 1 and pASIC 2 products has resulted in a decline in our revenue*

Our foundry agreement with the supplier that fabricates our pASIC 1 and pASIC 2 products expired on December 31, 2005 and the supplier no longer has the necessary equipment to manufacture our products. We announced an end-of-life for these products in 2004 and asked our customers to take delivery of lifetime buy orders before the end of 2005. As a result, we have experienced a reduction in revenue from these products. Revenue from these products was \$5.8 million and \$21.1 million in 2006 and 2005, respectively. A majority of our customers that use pASIC 1 and pASIC 2 products have either purchased sufficient quantities to satisfy their demand throughout the expected life of their products or have converted their designs to our other products, such as pASIC 3 which is pin compatible with pASIC 2. Future revenue from pASIC 1 and pASIC 2 products is limited to inventory on hand and we do not expect significant revenue from these products in 2007. Our operating results and liquidity have been adversely affected by the end-of-life of these products as we are currently operating at a net loss and expect negative cash flow at our current revenue level. To mitigate the affects of the end-of-life of our pASIC 1 and pASIC 2 products, we plan to develop customer demand for new products, such as PolarPro, Eclipse II and QuickPCI II, which have active customer designs but limited revenue history. The pASIC 1 and pASIC 2 revenue decline has been more rapid than the revenue growth from our PolarPro, Eclipse II, QuickPCI II and other products. While we expect revenue growth from PolarPro, Eclipse II, QuickPCI II, other products and new products will offset the decline in pASIC 1 and pASIC 2 revenue, there is no assurance when this will occur.

*We depend upon third parties to fabricate, assemble, test and program our products, and they may discontinue manufacturing our products, fail to give our products priority, be unable to successfully manufacture our products to meet performance, volume or cost targets, or inaccurately report inventory to us*

We contract with third parties to fabricate, assemble, test and program our devices. Our devices are generally fabricated, assembled and programmed by single suppliers, and the loss of a supplier, transfer of manufacturing to a new location, expiration of a supply agreement or the inability of our suppliers to manufacture our products to meet volume, performance and cost targets could have a material adverse effect on our business. For instance, our pASIC 1 and pASIC 2 devices were fabricated by a single supplier, and the expiration of this supply agreement has had a significant effect on our business. We recently announced the end-of-life of our V3 products, due primarily to a supplier's decision to stop manufacturing these products. V3 products contributed \$2.2 million and \$3.6 million of revenue in 2006 and 2005, respectively, and we currently do not expect these devices to contribute significant revenue after 2007. Tower solely manufactures our PolarPro, Eclipse II, certain QuickPCI II, QuickMIPS and other new

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products currently under development. In addition, demand for assembly capacity at our primary supplier may increase. For this and other reasons, capacity available to us may be constrained. Identifying and qualifying an additional assembly supplier is a time consuming and costly process and may require volume commitments that we may be unwilling or unable to make. We sell programmers to customers that are made by a single supplier. Programming capacity at our sub-contractors is also dependent on our investment in sufficient programming hardware to meet fluctuating demand. Our relationship with our suppliers could change as a result of a merger or acquisition. If for any reason these suppliers or any other vendor becomes unable or unwilling to continue to provide services of acceptable quality, at acceptable costs and in a timely manner, our ability to operate our business or deliver our products to our customers could be severely impaired. We would have to identify and qualify substitute suppliers, which could be time consuming, difficult and result in unforeseen operational problems, or we could announce an end-of-life program for these products, as we did with our pASIC 1 and pASIC 2 products. Alternate suppliers might not be available to fabricate, assemble, test and program our devices or, if available, might be unwilling or unable to offer services on acceptable terms.

In addition, if competition for wafer manufacturing capacity increases, if we need to migrate to more advanced wafer manufacturing technology, or if competition for assembly services increases, we may be required to pay or invest significant amounts to secure access to this capacity. For example, in the second quarter of 2006, we entered into an agreement with Amkor to secure assembly capacity that required a payment of \$1.0 million that is refundable if we meet certain volume commitments. The number of companies that provide these services is limited and some of them have limited operating histories and financial resources. In the event our current suppliers refuse or are unable to continue to provide these services to us, we may be unable to procure services from alternate suppliers in a timely manner, if at all. Furthermore, if customer demand for our products increases, we may be unable to secure sufficient additional capacity from our current suppliers on commercially reasonable terms. Moreover, our reliance on a limited number of suppliers subjects us to reduced control over delivery schedules, quality assurance and costs. This lack of control may cause unforeseen product shortages or may increase our cost to manufacture and test our products, which would adversely affect our operating results and cash flows.

We record a majority of our inventory transactions based on information from our subcontractors. If we do not receive prompt and accurate information from our vendors, we could misstate inventory levels, incorrectly record gross profit, be unable to meet our delivery commitments to customers or commit to manufacturing inventory that is not required to meet customer delivery commitments, which could materially harm our business.

*Our future results depend on our relationship with Tower*

We have invested approximately \$21.3 million in Tower. In return for our investment, we received equity, prepaid wafer credits, favorable wafer pricing and committed production capacity in Tower's foundry facility. We believe that Tower's long-term operation of this fabrication facility depends on its ability to attract sufficient customer demand, to obtain additional financing, to increase capacity, to obtain the release of grants and approvals for changes in grant programs from the Israeli government's Investment Center and its ability to remain in compliance with the terms of its grant and credit agreements. The current political uncertainty and security situation in the Middle East where Tower's fabrication facility is located, the cyclical nature of the market for foundry manufacturing services, Tower's financial condition, or other factors may adversely impact Tower's business prospects and may discourage future investments in Tower from outside sources. If Tower is unable to obtain adequate financing and increase production output in a timely manner, the value of our investment in Tower may decline significantly or possibly become worthless, our wafer credit from Tower may decline in value or possibly become worthless, and we would have to identify and qualify a substitute supplier to manufacture our products. This could require significant development time, cause product shipment delays, impair long-lived assets and the value of our wafer credits, damage our liquidity and severely harm our business. In

addition, Tower is the sole manufacturer of our PolarPro, Eclipse II, certain QuickPCI II, QuickMIPS and other new products currently under development.

The value of our investment in Tower and its corresponding wafer credits may also be adversely affected by a deterioration of conditions in the market for foundry manufacturing services and the market for semiconductor products. At the end of 2006, the value of our Tower investment was \$2.3 million and the value of our wafer credits recorded on our balance sheets was \$3.6 million. If the fair value of our Tower investment or our wafer credits are deemed to be impaired, we will record charges to our statement of operations. For instance, we wrote down the Tower shares due to an "other than temporary" decline in their market value by \$1.5 million, \$1.5 million, \$3.8 million and \$6.8 million in fiscal 2005, 2004, 2002 and 2001, respectively.

*Our customers may cancel or change their product plans after we have expended substantial time and resources in the design of their products*

Our customers often evaluate our products for six months or more before designing them into their systems, and they may not commence volume shipments for up to an additional six to twelve months, if at all. During this lengthy sales cycle, our potential customers may cancel or change their product plans. In addition, customers may discontinue products incorporating our devices at any time or they may choose to replace our products with lower cost semiconductors. If customers cancel, reduce or delay product orders from us or choose not to release products that incorporate our devices after we have spent substantial time and resources in assisting them with their product design, our revenue levels may be less than anticipated and our business could be materially harmed.

*We are expending substantial time and effort to develop solutions with partners that depend on the availability and success of technology owned by the partner*

Our approach to developing solutions for potential customers involves: (1) embedded processors developed by companies such as Marvell Semiconductor, Inc., who recently purchased the XScale business unit from Intel, and Analog Devices, Inc.; (2) peripheral devices developed by other parties such as micro hard disk drives, Wi-Fi devices and NAND flash memory; and (3) specific industry standards such as PCI, IDE and Secure Digital Input/Output, or SDIO. We have entered into informal partnerships with other parties that involve the development of solutions that interface with their devices or standards. These informal partnerships also may involve joint marketing campaigns and sales calls. For example, we have developed a solution incorporating a specific embedded processor, a micro hard disk drive and our Eclipse II device that improves performance and lowers the overall power consumption of an application. If our solutions are not incorporated into customer products, if our partners discontinue production of or incorporate our solution into their product offerings, or if the informal partnerships are significantly reduced or terminated by acquisition or other means, our revenue and gross margin will be materially harmed and we may be required to write-off related long-lived assets.

*We have significant customers and limited visibility into the long-term demand for our products from these customers*

A few end customers can represent a significant portion of our total revenue in a given reporting period and the likelihood of this occurring will increase in the future as we target high-volume mobile applications. As in the past, future demand from these customers may fluctuate significantly. These customers typically order products with short requested delivery lead times, and do not provide a commitment to purchase product past the period covered by purchase orders, which may be rescheduled or cancelled. In addition, our manufacturing lead times are longer than the delivery lead times requested by these customers, and we make significant inventory purchases and capital expenditures in anticipation of future demand. For example, a domestic OEM of instrumentation and test equipment accounted for 13% of revenue in both 2005 and 2006 and a European telecommunications OEM customer, purchasing

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product through their contract manufacturer, represented 14% of revenue in 2006. If revenue from any significant customer were to decline substantially, we may be unable to offset this decline with increased revenue from other customers and we may purchase excess inventory. These factors could severely harm our business.

In addition, we may make a significant investment in long-lived assets for the production of our products based upon historical and expected demand. If demand for or gross margin generated from our products does not meet our expectations or if we are unable to collect amounts due from significant customers, we may be required to write-off inventory, provide for uncollectible accounts receivable or incur charges against long-lived assets, which would materially harm our business.

*We may not have the liquidity to support our future operations and capital requirements*

Our cash and cash equivalents balance at the end of 2006 was \$24.6 million. At the end of 2006, our interest-bearing debt consisted of \$2.5 million outstanding from Silicon Valley Bank and \$1.4 million outstanding under capital leases. On June 30, 2006, we amended and restated our credit facility with Silicon Valley Bank. Terms of the agreement include a \$5.0 million revolving line of credit available through June 2008 and \$2.0 million of borrowing capacity under an equipment line of credit that is available to be drawn through June 2007. At the end of 2006, we had \$5.0 million available to borrow under our revolving credit facility and \$442,000 available to borrow under our equipment line of credit.

At the end of 2006, we held 1,344,543 Tower ordinary shares available for sale valued at approximately \$2.3 million based upon the market closing price of \$1.71 per share at the end of the reporting period. Our ability to obtain competitive pricing from Tower is tied to our ownership of at least 450,000 of these Tower shares.

Capital expenditures, which are largely driven by development activities and the introduction and initial manufacturing of new products, could be up to \$4.0 million in the next twelve months. At the end of 2006, we had commitments to purchase \$2.1 million of wafer inventory.

As a result of potential investments, current revenue and operating expense levels, changes in working capital and interest and debt payments, we will need to generate significantly higher revenue and gross profit, especially from our new PolarPro, Eclipse II and QuickPCI II products and products currently under development, to generate positive cash flow. In addition, these new products have been generating lower gross margin as a percentage of revenue than the rest of our historical business due to the markets that we have targeted and the larger order quantities associated with these applications. Whether we can achieve cash flow levels sufficient to support our operations cannot be accurately predicted. Unless such cash flow levels are achieved, we may borrow additional funds or sell debt or equity securities, or some combination thereof, to provide funding for our operations. If adequate funds are not available when needed, our financial condition and operating results would be materially adversely affected and we may not be able to operate our business without significant changes in our operations, or at all.

*We may be unable to successfully grow our business if we fail to compete effectively with others to attract and retain key personnel*

We believe our future success will depend upon our ability to attract and retain engineers and other highly competent personnel. Our employees are at-will and not subject to employment contracts. Hiring and retaining qualified sales, technical and financial personnel is difficult due to the limited number of qualified professionals, economic conditions and the size of our company. Competition for these types of employees is intense. In addition, new hires frequently require extensive training before they achieve desired levels of productivity. We have in the past experienced difficulty in recruiting and retaining qualified senior management, sales, finance and technical personnel. Failure to attract, hire, train and retain personnel could materially harm our business.

*If we fail to adequately forecast demand for our products, we may incur product shortages or excess product inventory*

Our agreements with certain third-party manufacturers require us to provide forecasts of our anticipated manufacturing orders, and place binding manufacturing commitments in advance of receiving purchase orders from our customers. We are limited in our ability to increase or decrease our forecasts under such agreements. Other manufacturers supply us product on a purchase order basis. The allocation of capacity is determined solely by our suppliers over which we have no direct control. Additionally, we may place orders on our vendors in advance of customer orders to allow us to quickly respond to changing customer demand or to obtain favorable product costs. Furthermore, we provide our suppliers with equipment which is used to program our products to customer specifications. The programming equipment is manufactured to our specifications and has significant order lead-times. These factors may result in product shortages or excess product inventory. Obtaining additional supply in the face of product, programming equipment or capacity shortages may be costly, or not possible, especially in the short term since most of our products and programming equipment are supplied by a single vendor. Our failure to adequately forecast demand for our products could materially harm our business.

*Fluctuations in our manufacturing processes, yields and quality, especially for new products, may increase our costs*

Difficulties encountered during the complex semiconductor manufacturing process can render a substantial percentage of semiconductor devices nonfunctional. New manufacturing techniques or fluctuations in the manufacturing process may change the performance distribution and yield of our products. We have, in the past, experienced manufacturing runs that have contained substantially reduced or no functioning devices, or that generated devices with below normal performance characteristics. Our reliance on third party suppliers may extend the period of time required to analyze and correct these problems. Once corrected, our customers may be required to redesign or requalify their products. As a result, we may incur substantially higher manufacturing costs, inventory shortages or reduced customer demand.

Yield fluctuations frequently occur in connection with the manufacture of newly introduced products, with changes in product architecture, with manufacturing at new facilities, on new fabrication processes or in conjunction with new backend manufacturing processes. Newly introduced solutions and products, such as our CSSPs, PolarPro products and Eclipse II products, are often more complex and more difficult to produce, increasing the risk of manufacturing-related defects. New manufacturing facilities or processes, such as at Tower, are often more complex and take a period of time to achieve expected quality levels and manufacturing efficiencies. While we test our products, including our software development tools, they may still contain errors or defects that are found after we have commenced commercial production, that occur due to manufacturing variations or that are identified as new intellectual property is incorporated into our products. If our products or software development tools contain undetected or unresolved defects, we may lose market share, experience delays in or loss of market acceptance, reserve or scrap inventory, or be required to issue a product recall. In addition, we would be at risk of product liability litigation if defects in our products were discovered. Although we attempt to limit our liability to end users through disclaimers of special, consequential and indirect damages and similar provisions, we cannot assure you that such limitations of liability will be legally enforceable.

*We have a history of losses and cannot assure you that we will again be profitable in the future*

We incurred significant losses in 2006, 2004, 2003 and 2002. Our accumulated deficit as of the end of 2006 was \$127.5 million. Although we recorded net income of \$2.4 million in 2005, we recorded a net loss of \$9.2 million in 2006 and we may not return to profitability in any future periods.

*We depend upon third party distributors to market and sell our products, and they may discontinue sale of our products, fail to give our products priority or be unable to successfully market, sell and support our products*

We contract with third-party distributors to market and sell a significant portion of our products. We typically have only a few distributors serving each geographic market, and, in the future, we may have a single distributor covering a geographic market. Although we have contracts with our distributors, our agreements with them may be terminated on short notice by either party and, if terminated, we may be unable to recruit additional or replacement distributors. Additionally, distributors that we have contracted with may acquire, be acquired or merge with other distributors which may result in the termination of our contract or less effort being placed on the marketing, sale and support of our products and solutions. As a result, our future performance will depend in part on our ability to retain our existing distributors and to attract new distributors that will be able to effectively market, sell and support our products and solutions. The loss of one or more of our principal distributors, or our inability to attract new distributors, could materially harm our business.

Many of our distributors, including our principal distributors, market and sell products for other companies. Many of these products may compete directly or indirectly with our products and solutions. Also, we generally are not one of the principal suppliers of products to our distributors. If our distributors give higher priority or greater attention to the products of other companies, including products that compete with our products and solutions, our business would be materially harmed.

Individual distributors and original equipment manufacturers often represent a significant portion of our accounts receivable. If we are unable to collect funds due from these distributors and customers, our financial results may be materially harmed.

*Our future operating results are likely to fluctuate and therefore may fail to meet expectations, which could cause our stock price to decline*

Our operating results have varied widely in the past and are likely to do so in the future. In addition, our past operating results may not be an indicator of future operating results. Our future operating results will depend on many factors and may fail to meet our expectations for a number of reasons, including those set forth in these risk factors. Any failure to meet expectations could cause our stock price to significantly fluctuate or decline.

Factors that could cause our operating results to fluctuate include:

- the effect of end-of-life programs;
- a significant change in sales to, or the collectibility of accounts receivable from, our largest customers;
- successful development and market acceptance of our products and solutions;
- our ability to accurately forecast product volumes and mix, and to respond to rapid changes in customer demand;
- changes in sales volume, product mix, average selling prices or production variances that affect gross profit;
- our ability to adjust our product features, manufacturing capacity and costs in response to economic and competitive pressures;
- our reliance on subcontract manufacturers for product capacity, yield and quality;
- our competitors' product portfolio and product pricing policies;
- timely implementation of efficient manufacturing technologies;

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- changes in or errors in applying accounting and corporate governance rules;
- the issuance of stock options, or changes in the terms of our employee stock purchase plan;
- mergers or acquisitions;
- the impact of import and export laws and regulations;
- the cyclical nature of the semiconductor industry and general economic, market, political and social conditions in the countries where we sell our products and the related effect on our customers, distributors and suppliers; and
- our ability to obtain capital, debt financing and insurance on commercially reasonable terms.

Although certain of these factors are out of our immediate control, unless we can anticipate and be prepared with contingency plans that respond to these factors, our business may be materially harmed.

*We may encounter periods of industry-wide semiconductor oversupply, resulting in pricing pressure, as well as undersupply, resulting in a risk that we could be unable to fulfill our customers' requirements*

The semiconductor industry has historically been characterized by wide fluctuations in the demand for, and supply of, its products. These fluctuations have resulted in circumstances when supply of and demand for semiconductors have been widely out of balance. An industry-wide semiconductor oversupply could result in severe downward pricing pressure from customers. In a market with undersupply of manufacturing capacity, we would have to compete with larger foundry and assembly customers for limited manufacturing resources. In such an environment, we may be unable to have our products manufactured in a timely manner, at a cost that generates adequate gross profit, or in sufficient quantities. Since we outsource all of our manufacturing and generally have a single-source of wafer supply, test, assembly and programming for our products, we are particularly vulnerable to such supply shortages and capacity limitations. As a result, we may be unable to fulfill orders and may lose customers. Any future industry-wide oversupply or undersupply of semiconductors could materially harm our business.

*Customers may cancel or defer significant purchase orders or our distributors may return our products, which would cause our inventory levels to increase and our revenue to decline*

Our distributors or customers may cancel purchase orders at any time with little or no penalty. Contractually, our distributors are generally permitted to return unprogrammed products worth up to 10%, by value, of the products they purchase from us. If our distributors or customers cancel or defer significant purchase orders or return our products, our accounts receivable collections would decrease and inventories would increase, which would materially harm our business.

*Problems associated with international business operations could affect our ability to manufacture and sell our products*

Most of our products are manufactured outside of the United States at manufacturing facilities operated by our suppliers in Taiwan, South Korea, the Philippines, Israel and Malaysia. We expect to manufacture a majority of our new products and the products that we currently have under development in Israel and to assemble these products in South Korea, the Philippines, Malaysia, or China. As a result, these manufacturing operations and new product introductions are subject to risks of political instability, including the risk of conflict between Taiwan and the People's Republic of China, between South Korea and North Korea, and conflicts involving Israel or Malaysia.

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A significant portion of our total revenue comes from sales to customers located outside the United States. We anticipate that sales

to customers located outside the United States will continue to represent a significant portion of our total revenue in future periods. In addition, most of our domestic customers sell their products outside of North America, thereby indirectly exposing us to risks associated with foreign commerce and economic instability. In addition to overseas sales offices, we have significant research and development activities in Canada and India. Accordingly, our operations and revenue are subject to a number of risks associated with foreign commerce, including the following:

- managing foreign distributors;
- collecting amounts due;
- staffing and managing foreign offices;
- political and economic instability;
- foreign currency exchange fluctuations;
- changes in tax laws, import and export regulations, tariffs and freight rates;
- timing and availability of export licenses;
- supplying products that meet local environmental regulations; and
- inadequate protection of intellectual property rights.

In the past, we have denominated sales of our products to foreign countries exclusively in U.S. dollars. As a result, any increase in the value of the U.S. dollar relative to the local currency of a foreign country will increase the price of our products in that country so that our products become relatively more expensive to customers in their local currency. As a result, sales of our products in that foreign country may decline. To the extent any such risks materialize, our business could be materially harmed.

In addition, we incur costs in foreign countries that may be difficult to reduce quickly because of employee-related laws and practices in those foreign countries.

*Many system manufacturers may be unwilling to switch to our products because of their familiarity with the products offered by our direct competitors, such as Xilinx and Altera, which dominate the programmable logic market*

The semiconductor industry is intensely competitive and characterized by:

- erosion of selling prices over product lives;
- rapid technological change;
- short product lifecycles; and
- strong domestic and foreign competition.

If we are not able to compete successfully in this environment, our business will be materially harmed.

Many of our competitors have substantially greater financial, technical, manufacturing, marketing, sales, distribution, name recognition and other resources than we do. In addition, many of our competitors have well-established relationships with our current and potential customers and have extensive knowledge of system applications. In the past, we have lost potential customers to competitors for various reasons, including, but not limited to, re-programmability and lower price. Our current direct competitors include suppliers of complex programmable logic devices and field programmable gate arrays, such as Xilinx, Inc., Altera Corporation, Actel Corporation and Lattice Semiconductor Corporation. Xilinx and Altera

together have a majority share of the programmable logic market. Many system manufacturers may be unwilling or unable to switch to our products due to their familiarity with competitors' products or other inhibiting factors.

We also face competition from companies that offer ASICs, which may be purchased for a lower price at higher volumes and typically have greater logic capacity, additional features and higher performance than those of our products. We may also face competition from suppliers of embedded microprocessors, such as Freescale Semiconductor, Inc., or from suppliers of products based on new or emerging technologies. Our inability to successfully compete in any of the following areas could materially harm our business:

- the development of new products, solutions and advanced manufacturing technologies;
- the quality, power characteristics, performance characteristics, price and availability of devices, programming hardware and software development tools;
- the ability to engage with companies that provide synergistic products and services;
- the incorporation of industry standards in our products and solutions;
- the diversity of product offerings available to customers; or
- the quality and cost effectiveness of design, development, manufacturing and marketing efforts.

*We may be unable to adequately protect our intellectual property rights, and may face significant expenses as a result of future litigation*

Protection of intellectual property rights is crucial to our business, since that is how we keep others from copying the innovations that are central to our existing and future products. From time to time, we receive letters alleging patent infringement or inviting us to

license other parties' patents. We evaluate these requests on a case-by-case basis. These situations may lead to litigation if we reject the offer to obtain the license.

In the past, we have been involved in litigation relating to alleged infringement by us of others' patents or other intellectual property rights. This kind of litigation is expensive and consumes large amounts of management's time and attention. Additionally, matters that we initially consider not material to our business could become costly. For example, we incurred substantial costs associated with the litigation and settlement of our dispute with Actel, which materially harmed our business. In addition, if the letters we sometimes receive alleging patent infringement or other similar matters result in litigation that we lose, a court could order us to pay substantial damages and/or royalties, and prohibit us from making, using, selling or importing essential technologies. For these and other reasons, this kind of litigation could materially harm our business.

Although we may seek to obtain a license under a third party's intellectual property rights in order to bring an end to certain claims or actions asserted against us, we may not be able to obtain such a license on reasonable terms, or at all. We have entered into technology license agreements with third parties which give those parties the right to use patents and other technology developed by us and which give us the right to use patents and other technology developed by them. We anticipate that we will continue to enter into these kinds of licensing arrangements in the future; however, it is possible that desirable licenses will not be available to us on commercially reasonable terms. If we lose existing licenses to key technology, or are unable to enter into new licenses that we deem important, our business could be materially harmed.

Because it is critical to our success that we continue to prevent competitors from copying our innovations, we intend to continue to seek patent and trade secret protection for our products. The process of seeking patent protection can be long and expensive, and we cannot be certain that any currently

pending or future applications will actually result in issued patents, or that, even if patents are issued, they will be of sufficient scope or strength to provide meaningful protection or any commercial advantage to us. Furthermore, others may develop technologies that are similar or superior to our technology or design around the patents we own. We also rely on trade secret protection for our technology, in part through confidentiality agreements with our employees, consultants and other third parties. However, these parties may breach these agreements, and we may not have adequate remedies for any breach. In any case, others may come to know about or determine our trade secrets through a variety of methods. In addition, the laws of certain territories in which we develop, manufacture or sell our products may not protect our intellectual property rights to the same extent as the laws of the United States.

*We may engage in manufacturing, distribution or technology agreements that involve numerous risks, including the use of cash, diversion of resources and significant write-offs*

We have entered into and, in the future, intend to enter into agreements that involve numerous risks, including the use of significant amounts of our cash; diversion of resources from other development projects or market opportunities; our ability to incorporate licensed technology in our products and solutions; our ability to introduce related products in a cost-effective and timely manner; our ability to collect amounts due under these contracts; and market acceptance of related products. For instance, we have licensed certain microprocessor technology from MIPS Technologies and obtained other elements of our products from third-party companies. In the fourth quarter of 2004, we determined that the expected revenue and gross profit from these products would not be sufficient to recover the full carrying value of the acquired technology and other long-lived assets, and we recorded a \$3.2 million long-lived asset impairment charge. If we fail to recover the cost of these or other assets from the cash flow generated by the related products, our assets will become impaired and our financial results would be harmed.

*Our business is subject to the risks of earthquakes, other catastrophic events and business interruptions for which we may maintain limited insurance*

Our operations and the operations of our suppliers are vulnerable to interruption by fire, earthquake, power loss, flood, terrorist acts and other catastrophic events beyond our control. In particular, our headquarters are located near earthquake fault lines in the San Francisco Bay Area. In addition, we rely on sole suppliers to manufacture our products and would not be able to qualify an alternate supplier of our products for several quarters. Our suppliers often hold significant quantities of our inventory which, in the event of a disaster, could be destroyed. In addition, our business processes and systems are vulnerable to computer viruses, break-ins, and similar disruptions from unauthorized tampering. Any catastrophic event, such as an earthquake or other natural disaster, the failure of our computer systems, war or acts of terrorism, could significantly impair our ability to maintain our records, pay our suppliers, or design, manufacture or ship our products. The occurrence of any of these events could also affect our customers, distributors and suppliers and produce similar disruptive effects upon their business. If there is an earthquake or other catastrophic event near our headquarters, our customers' facilities, our distributors' facilities or our suppliers' facilities, our business could be seriously harmed.

We do not have a detailed disaster recovery plan. In addition, we do not maintain sufficient business interruption and other insurance policies to compensate us for all losses that may occur. Any losses or damages incurred by us as a result of a catastrophic event or any other significant uninsured loss could have a material adverse effect on our business.

*Our principal stockholders have significant voting power and may vote for actions that may not be in the best interests of our other stockholders*

Our officers, directors and principal stockholders together control a significant portion of our outstanding common stock. As a result, these stockholders, if they act together, will be able to significantly

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influence our operations, affairs and all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This concentration of ownership may have the effect of delaying or preventing a change in control and might affect the market price of our common stock. This concentration of ownership may not be in the best interest of our other stockholders.

*Our Shareholder Rights Plan, Certificate of Incorporation, Bylaws and Delaware law contain provisions that could discourage a takeover that is beneficial to stockholders*

Our Shareholder Rights Plan as well as provisions of our Certificate of Incorporation, our Bylaws and Delaware law could make it difficult for a third party to acquire us, even if doing so would be beneficial to our stockholders.

*The market price of our common stock may fluctuate significantly and could lead to securities litigation*

Stock prices for many companies in the technology and emerging growth sectors have experienced wide fluctuations that have often been unrelated to the operating performance of such companies. In the past, securities class action litigation has often been brought against a company following periods of volatility in the market price of its securities. In the future, we may be the subject of similar litigation. Securities litigation could result in substantial costs and divert management's attention.

*Changes to existing accounting pronouncements or taxation rules or practices may cause adverse revenue fluctuations, affect our reported results of operations or how we conduct our business*

Generally Accepted Accounting Principles, or GAAP, are promulgated by, and are subject to the interpretation of the Financial Accounting Standards Board, or FASB, and the Securities and Exchange Commission, or SEC. New accounting pronouncements or taxation rules and varying interpretations of accounting pronouncements or taxation practice have occurred and may occur in the future. Any future changes in accounting pronouncements or taxation rules or practices may have a significant effect on how we report our results and may even affect our reporting of transactions completed before the change is effective. In addition, a review of existing or prior accounting practices may result in a change in previously reported amounts. This change to existing rules, future changes, if any, or the questioning of current practices may adversely affect our reported financial results, our ability to remain listed on the Nasdaq Global Market, or the way we conduct our business and subject us to regulatory inquiries or litigation.

For example, FASB has issued SFAS No. 123(R), "Share-Based Payment," which we adopted in the first quarter of 2006. SFAS 123(R) requires us to measure compensation costs for all stock-based compensation awards (including our stock options and our employee stock purchase plan, as currently constructed) at fair value and record compensation expense over the vesting period. If this accounting pronouncement had been in effect during 2005, we would have reported a net loss.

Additionally, in July 2006 we initiated a review of our historical stock option practices and related accounting. This review identified accounting and administrative errors that, if they had been recorded at the time they occurred, would have resulted in total additional charges of approximately \$964,000 between October 1999 and December 2005.

*Compliance with changing regulations related to corporate governance and public disclosure may result in additional expenses*

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new SEC regulations and the Nasdaq National Market rules, are creating uncertainty for companies such as ours. These new or changed laws, regulations and standards are subject to varying interpretations in many cases due to their lack of specificity and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing

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bodies, which could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We are committed to maintaining high standards of corporate governance and public disclosure. As a result, we intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from profit-generating activities. If our efforts to comply with new or changed laws, regulations and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, our reputation may be harmed and the market price of our common stock could be affected.

*While we believe that we currently have adequate internal control procedures in place, we are still exposed to potential risks from legislation requiring companies to evaluate controls under Section 404 of the Sarbanes-Oxley Act of 2002*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

As of December 2006, we have evaluated our internal control systems in order to allow management to report on, and our independent registered public accounting firm to attest to, our internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. As a result of our internal review of stock option granting practices and related accounting, we have identified and

are implementing enhanced controls and process improvements in connection with the issuance of equity awards. However, our internal review has not identified any weaknesses in our existing internal control systems. We performed the system and process evaluation and testing required in an effort to comply with the management certification and independent registered public accounting firm attestation requirements of Section 404. As a result, we incurred additional expenses and a diversion of management's time. While we believe that our internal control procedures are adequate and we intend to continue to fully comply with the requirements relating to internal control and all other aspects of Section 404, our controls necessary for continued compliance with the Act may not operate effectively at all times and may result in a material control disclosure. The identification of a material weakness in internal control over financial reporting, if any, could indicate a lack of proper controls to generate accurate consolidated financial statements. Furthermore, we cannot be certain as to the outcome of future evaluations, testing and remediation actions or the impact of the same on our operations. If we are not able to remain in compliance with the requirements of Section 404, we might be subject to sanctions or investigation by regulatory authorities, such as the SEC or the Nasdaq National Market. Any such action could adversely affect our financial results and the market price of our common stock.

*We have implemented import and export control procedures to comply with United States regulations but we are still exposed to potential risks from import and export activity*

Our products, solutions, technology and software are subject to import and export control laws and regulations which, in some instances, may impose restrictions on business activities, or otherwise require licenses or other authorizations from agencies such as the U.S. Department of State, U.S. Department of Commerce and U.S. Department of the Treasury. These restrictions may impact deliveries to customers or

limit development and manufacturing alternatives. We have import and export licensing and compliance procedures in place for purposes of conducting our business consistent with U.S. and applicable international laws and regulations, and we periodically review these procedures to maintain compliance with the requirements relating to import and export regulations. If we are not able to remain in compliance with import and export regulations, we might be subject to investigation, sanctions or penalties by regulatory authorities. Such penalties can include civil, criminal or administrative remedies such as loss of export privileges. We cannot be certain as to the outcome of an evaluation, investigation, inquiry or other action or the impact of these items on our operations. Any such action could adversely affect our financial results and the market price of our common stock.

*As a result of our internal stock option review, the SEC has opened an informal inquiry into our stock option granting practices and related accounting that may not be resolved favorably and may require a significant amount of management time and attention and accounting and legal resources, which could adversely affect our business, results of operations, and cash flows*

During 2006, the SEC opened an informal inquiry into our historical stock option practices and related accounting. The period of time necessary to resolve the SEC inquiry is uncertain and could require significant management and financial resources that could otherwise be devoted to the operation of our business. In addition, considerable legal and accounting expenses related to these matters may be incurred in the future. We cannot predict the outcome of the SEC inquiry. If we or any of our current or former officers or directors is subject to an adverse finding resulting from the SEC inquiry, we could be required to pay damages or penalties or have other remedies imposed upon us which could adversely affect our business, results of operations, financial position, cash flows and the trading price of our securities. In addition, if the inquiry continues for a prolonged period of time, this could have the same effects, regardless of the outcome.

*If we do not maintain compliance with the listing requirements of the Nasdaq Global Market, our common stock could be delisted, which could, among other things, reduce the price of our common stock and the levels of liquidity available to our stockholders*

Our securities could be delisted in the future if we do not maintain compliance with applicable listing requirements. If our securities were delisted from the Nasdaq Global Market, they would subsequently be transferred to the National Quotation Service Bureau, or "Pink Sheets." The trading of our common stock on the Pink Sheets may reduce the price of our common stock and the levels of liquidity available to our stockholders. In addition, the trading of our common stock on the Pink Sheets will materially adversely affect our access to capital markets and our ability to raise capital through alternative financing sources on terms acceptable to us, or at all. Securities that trade on the Pink Sheets are no longer eligible for margin loans, and a company trading on the Pink Sheets cannot avail itself of federal preemption of state securities, or "blue sky," laws, which adds substantial compliance costs to securities issuances, including shares issued pursuant to employee option plans, stock purchase plans and private or public offerings of securities. If we are delisted in the future from the Nasdaq Global Market and transferred to the Pink Sheets, there may also be other negative implications, including the potential loss of confidence by suppliers, customers and employees and the loss of institutional investor interest in our company.

*Our directors and management have been named parties to two lawsuits related to our historical stock option practices and related accounting, and we may be named in additional litigation in the future, all of which could result in an unfavorable outcome and have a material adverse effect on our business, financial condition, results of operations, cash flows and the trading price for our securities*

Two lawsuits have been filed against the Company, our current directors and officers and certain of our former directors and officers relating to our historical stock option practices and related accounting.

We may become the subject of additional private or government actions regarding these matters in the future. These actions are in the preliminary stages, and their ultimate outcome could have a material adverse effect on our business, financial condition, results of operations, cash flows and the trading price for our securities. Litigation may be time-consuming, expensive and disruptive to normal business operations, and the outcome of litigation is difficult to predict. The defense of these lawsuits will result in significant expenditures and the continued diversion of our management's time and attention from the operation of our business, which could impede our business. All or a portion of any amount we may be required to pay to satisfy a judgment or settlement, of any or all of these claims, if any, may not be covered by insurance.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

On March 13, 2007, we received a comment letter from the SEC relating to our Form 8-K filed on January 31, 2007 in which the SEC asked that we remove from future filings the non-GAAP statements of operations and instead disclose only those non-GAAP measures used by management that we wish to highlight to investors with the appropriate reconciliations. We intend to respond to this comment letter from the SEC by the specified date in the comment letter.

#### **ITEM 2. PROPERTIES**

Our principal administrative, sales, marketing, research and development and final testing facility is located in a building of approximately 42,600 square feet in Sunnyvale, California. This facility is leased through March 2009 with an option to renew. We have sub-let approximately 8,000 square feet of this facility through November 2007. Our research and development facility in Toronto, Canada, consisting of approximately 8,400 square feet, is leased through February 2010. We lease a 4,500 square foot facility in Bangalore, India for the purpose of software development. This facility is leased through November 2009. We also lease office space in Hong Kong, China; Taipei, Taiwan; London, England; Munich, Germany; and Tokyo, Japan. We believe that our existing facilities are adequate for our current needs.

#### **ITEM 3. LEGAL PROCEEDINGS**

On October 26, 2001, a putative securities class action was filed in the U.S. District Court for the Southern District of New York against certain investment banks that underwrote QuickLogic's initial public offering, QuickLogic and some of QuickLogic's officers and directors. The complaint alleges excessive and undisclosed commissions in connection with the allocation of shares of common stock in QuickLogic's initial and secondary public offerings and artificially high prices through "tie-in" arrangements which required the underwriters' customers to buy shares in the aftermarket at pre-determined prices in violation of the federal securities laws. Plaintiffs seek an unspecified amount of damages on behalf of persons who purchased QuickLogic's stock pursuant to the registration statements between October 14, 1999 and December 6, 2000. Various plaintiffs have filed similar actions asserting virtually identical allegations against over 300 other public companies, their underwriters, and their officers and directors arising out of each company's public offering. These actions, including the action against QuickLogic, have been coordinated for pretrial purposes and captioned *In re Initial Public Offering Securities Litigation*, 21 MC 92. A stipulation of settlement for the claims against the issuer defendants, including QuickLogic, has been signed and was submitted to the court. Under the stipulation of settlement, the plaintiffs will dismiss and release all claims against participating defendants in exchange for a contingent payment guaranty by the insurance companies collectively responsible for insuring the issuers in all the related cases, and the assignment or surrender to the plaintiffs of certain claims the issuer defendants may have against the underwriters. Under the guaranty, the insurers will be required to pay the amount, if any, by which \$1.0 billion exceeds the aggregate amount ultimately collected by the plaintiffs from the underwriter defendants in all the cases. On February 15, 2005, the court preliminarily approved

the settlement contingent on specified modifications. The settlement is still subject to court approval and a number of other conditions. There is no guarantee that the settlement will become effective. On December 5, 2006, the Court of Appeals for the Second Circuit reversed the Court's October 2004 order certifying a class in six test cases that were selected by the underwriter defendants and plaintiffs in the coordinated proceedings. QuickLogic is not among the test cases and it is unclear what impact this will have on the class certified in the QuickLogic action or on the proposed settlement pending before the court. If this settlement does not occur and litigation against QuickLogic continues, the Company intends to defend the case vigorously.

On November 2, 2006 and November 29, 2006, purported shareholder derivative complaints were filed against certain of the Company's current and former officers and directors in the U.S. District Court for the Northern District of California. The complaints allege that the individual defendants violated the federal securities laws and breached their duties to the Company in connection with the granting and/or receipt of options for Company stock. The complaints name the Company as a nominal defendant and seek unspecified monetary damages against the individual defendants as well as various forms of injunctive relief.

No estimate can be made of the possible loss or possible range of loss associated with the resolution of these contingencies and, accordingly, the Company has not recorded a liability.

From time to time, the Company is involved in legal actions arising in the ordinary course of business, including but not limited to intellectual property infringement and collection matters. Absolute assurance cannot be given that third party assertions will be resolved without costly litigation in a manner that is not adverse to the Company's financial position, results of operations or cash flows or without requiring royalty or other payments in the future which may adversely impact gross profit.

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

No matters were submitted to a vote of security holders during the fourth quarter of the fiscal year covered by this report.

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## PART II

### **ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

#### **Market Information**

Our common stock has been traded on the Nasdaq Global Market under the symbol "QUIK" since October 15, 1999, the date of our initial public offering. The following table sets forth, for the periods indicated, the high and low closing sales prices for our common stock, as reported on the Nasdaq Global Market:

	<u>High</u>	<u>Low</u>
<b>Fiscal Year Ending December 31, 2006:</b>		
First Quarter (through April 2, 2006)	\$5.74	\$3.88
Second Quarter (through July 2, 2006)	\$6.45	\$4.80
Third Quarter (through October 1, 2006)	\$5.07	\$2.65
Fourth Quarter (through December 31, 2006)	\$3.65	\$2.62
<b>Fiscal Year Ending January 1, 2006:</b>		
First Quarter (through April 3, 2005)	\$4.19	\$2.60
Second Quarter (through July 3, 2005)	\$4.38	\$3.15
Third Quarter (through October 2, 2005)	\$4.51	\$3.34
Fourth Quarter (through January 1, 2006)	\$4.13	\$2.94

#### **Stockholders**

The closing price of our common stock on the Nasdaq Global Market was \$2.64 per share on February 28, 2007. As of February 28, 2007, there were 28,854,817 shares of common stock outstanding that were held of record by approximately 246 stockholders. The actual number of stockholders is greater than this number of holders of record since this number does not include stockholders whose shares are held in trust by other entities. We estimate that the number of beneficial stockholders of the shares of our common stock as of February 28, 2007 was approximately 5,800.

#### **Dividend Policy**

We have never declared or paid any dividends on our capital stock. We currently expect to retain future earnings, if any, for use in the operation and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future.

#### **Equity Compensation Plan Information**

The information required by this item regarding equity compensation plans is incorporated by reference to the information set forth in Part III Item 12 of this Annual Report on Form 10-K.

#### **Shelf Registration**

On July 12, 2005, the Company filed a shelf registration statement on Form S-3, which was declared effective on July 26, 2005 by the Securities and Exchange Commission. As a result of the Company's internal stock option review, the Company was not able to file its Forms 10-Q for the second and third quarter of 2006 on a timely basis. Therefore, the Company will not be eligible to use the Company's Form S-3 until all reports under the Exchange Act have been timely filed for at least 12 months.

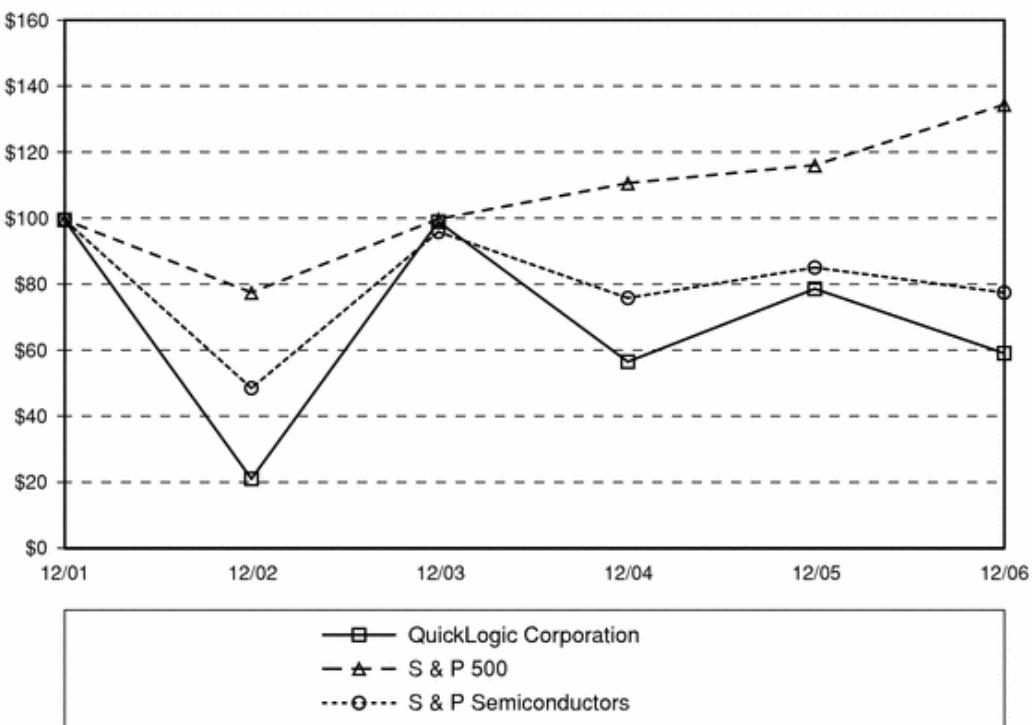
#### **Stock Performance Graph**

The following graph compares the cumulative total return to stockholders of our common stock from December 31, 2001 to December 31, 2006 to the cumulative total return over such period of (i) the S&P 500 Index and (ii) the S&P Semiconductors Index. The graph assumes that \$100 was invested on December 31, 2001 in QuickLogic's common stock and in each of the other two indices and the reinvestment of all dividends, if any.

The information contained in the Performance Graph shall not be deemed to be "soliciting material" or to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that QuickLogic specifically incorporates it by reference into any such filing. The graph is presented in accordance with SEC requirements. Stockholders are cautioned against drawing any conclusions from the data contained therein, as past results are not necessarily indicative of future performance.

#### **COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\***

Among QuickLogic Corporation, The S & P 500 Index  
And The S & P Semiconductors Index



\* \$100 invested on 12/31/01 in stock or index-including reinvestment of dividends. As of December 31 for each year.

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www.researchdatatype.com/S&P.htm

## ITEM 6. SELECTED FINANCIAL DATA

	Fiscal Years				
	2006(1)	2005	2004	2003	2002
(in thousands, except per share amount)					
<b>Statement of Operations:</b>					
Revenue	\$ 34,924	\$ 48,259	\$ 44,612	\$ 41,969	\$ 32,581
Cost of revenue	17,739	18,124	20,878	21,021	19,572
Gross profit	17,185	30,135	23,734	20,948	13,009
Operating expenses:					
Research and development	9,303	9,648	11,885	10,500	13,113
Selling, general and administrative	18,062	16,855	15,905	15,769	15,249
Long-lived asset impairment(2)	—	—	3,201	—	—
Goodwill impairment(3)	—	—	—	—	11,428
Restructuring costs(4)	—	—	—	—	783
Income (loss) from operations	(10,180)	3,632	(7,257)	(5,321)	(27,564)
Write-down of marketable securities(5)	—	(1,466)	(1,532)	—	(3,816)
Gain on sale of investment in Tower Semiconductor Ltd.(6)	—	—	—	719	—
Interest expense	(329)	(189)	(255)	(178)	(71)
Interest income and other, net	1,366	542	212	61	164
Income (loss) before income taxes	(9,143)	2,519	(8,832)	(4,719)	(31,287)
Provision for income taxes	71	169	—	—	—
Net income (loss)	\$ (9,214)	\$ 2,350	\$ (8,832)	\$ (4,719)	\$ (31,287)
Net income (loss) per share:					
Basic	\$ (0.32)	\$ 0.09	\$ (0.35)	\$ (0.20)	\$ (1.34)
Diluted	\$ (0.32)	\$ 0.08	\$ (0.35)	\$ (0.20)	\$ (1.34)
Weighted average shares:					
Basic	28,485	26,954	25,493	24,110	23,291
Diluted	28,485	28,039	25,493	24,110	23,291
December 31, January 1, January 2, December 28, December 29, 2006 2006 2005 2003 2002					
(in thousands)					
<b>Balance Sheet Data:</b>					
Cash and cash equivalents	\$ 24,621	\$ 28,283	\$ 24,914	\$ 26,443	\$ 13,001

Working capital	28,699	34,043	27,386	25,577	21,315
Total assets	50,235	54,996	50,941	58,363	62,131
Long-term obligations, excluding current portion	1,618	2,571	2,192	2,723	1,455
Total stockholder's equity	37,368	42,237	36,166	43,868	44,931

- (1) The Company adopted the provisions of Statement of Financial Accounting Standard No. 123(R) and Staff Accounting Bulletin No. 108 in 2006. See Notes 2, 3 and 12 in Part II, Item 8 of this Form 10-K.
- (2) Long-lived asset impairment in 2004 consisted of a \$3.2 million non-cash charge. Due to a reduction in expected product revenue, we wrote down the assets associated with our QuickMIPS products to their estimated fair market value.
- (3) Goodwill impairment in 2002 consisted of an \$11.4 million non-cash charge. The charge completely wrote off the goodwill amount attributable to our asset acquisition of V3 Semiconductor, Inc.
- (4) Restructuring costs in 2002 of \$783,000 resulted from a reduction in our worldwide headcount by approximately 25% and the closure of offices in La Palma, California and Richardson, Texas.
- (5) Write-down of marketable securities consisted of a non-cash charge of \$1.5 million, \$1.5 million and \$3.8 million in 2005, 2004 and 2002, respectively, for the write-down of our equity investment in Tower Semiconductor Ltd. to market value.
- (6) Gain on sale of investment in Tower Semiconductor Ltd. in 2003 consisted of \$719,000 from the sale of 412,825 available-for-sale Tower ordinary shares which generated total proceeds of approximately \$2.1 million.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### EXPLANATORY NOTE

*The following Management's Discussion and Analysis of Financial Condition and Results of Operations, as well as information contained in "Risk Factors" in Item 1A and elsewhere in this Annual Report on Form 10-K, contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. We intend that these forward-looking statements be subject to the safe harbors created by those provisions. Forward-looking statements are generally written in the future tense and/or are preceded by words such as "will," "may," "should," "forecast," "could," "expect," "suggest," "believe," "anticipate," "intend," "plan," or other similar words. Forward-looking statements include statements regarding (1) our revenue levels, (2) our gross profit and factors that affect gross profit, (3) our level of operating expenses, (4) our research and development efforts, (5) our liquidity, (6) our partners and suppliers, (7) industry trends, and (8) the commercial success of our products.*

*The forward-looking statements contained in this Annual Report involve a number of risks and uncertainties, many of which are outside of our control. Factors that could cause actual results to differ materially from projected results include, but are not limited to, risks associated with (1) the commercial and technical success of our new products such as PolarPro™, Eclipse™ II and QuickPCI® II, (2) our successful introduction of products and solutions incorporating emerging technologies or standards, (3) limited visibility into demand for our products including demand from significant customers or for new products, (4) the impact of the decline in revenue from our pASIC® 1 and pASIC 2 products, (5) our dependence upon single suppliers to fabricate and assemble our products, (6) the success of our partnership efforts, and (7) the liquidity required to support our future operating and capital requirements. Although we believe that the assumptions underlying the forward-looking statements contained in this Annual Report are reasonable, any of the assumptions could be inaccurate, and therefore there can be no assurance that such statements will be accurate. The risks, uncertainties and assumptions referred to above that could cause our results to differ materially from the results expressed or implied by such forward looking statements include, but are not limited to, those discussed under the heading "Risk Factors" in Part I, Item 1A hereto and the risks, uncertainties and assumptions discussed from time to time in our other public filings and public announcements. All forward-looking statements included in this document are based on information available to us as of the date hereof. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by us or any other person that the results or conditions described in such statements or our objectives and plans will be achieved. Furthermore, past performance in operations and share price is not necessarily indicative of future performance. We disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.*

### Overview

We are a fabless semiconductor company providing the lowest power programmable solutions to expand application capabilities in the mobile, prosumer and industrial markets. We operate in a single industry segment where we design and sell Customer Specific Standard Products, or CSSPs, Embedded Standard Products, or ESPs, field programmable gate arrays, or FPGAs, associated design software and programming hardware. CSSPs implement customer-specific solutions as a standard product. Our ESP and FPGA devices are also standard products that can be programmed to perform desired logic functions. In 1991, we introduced our first FPGA products based upon our ViaLink® technology. We believe that the underlying attributes of our ViaLink technology, including low power consumption, high reliability, design security and design efficiency, enable us to deliver differentiated silicon solutions to our customers.

Whether a customer uses our CSSPs as a complete solution, our ESPs as a known good starting point in their design, or our FPGAs as a "blank slate" to design their unique application, we believe our

solutions and products enable system manufacturers to improve their time-to-market, lower total system power consumption and add features or performance to their embedded applications. In addition, we believe that our products and solutions provide our customers with the lowest power consumption and highest intellectual property, or IP, security of all full featured FPGA programmable logic devices.

Competitively, our products and solutions can offer significant power savings, performance, time-to-market and design security benefits when compared to traditional FPGAs; lower cost of ownership, time-to-market and increased system flexibility benefits when compared to the use of application specific integrated circuits, or ASICs; and increased system flexibility, product differentiation and design security benefits when compared to application specific standard products, or ASSPs.

In addition to incorporating the lowest power full featured programmable logic, our solutions also provide:

- *Unmatched IP Security*—we believe our products provide unmatched programmable logic design security, since it is virtually impossible to clone or reverse engineer designs implemented using our ViaLink technology;
- *Small Form Factor*—since our products do not require an additional device to store configuration data, we can provide single chip solutions, in packages as small as 6x6 millimeters;
- *Instant On*—our ViaLink-based products require no configuration bit stream and thus are live at power up. This is critical in applications that need to be active as soon as power is supplied; and
- *High Reliability*—our ViaLink-based devices are consistently more robust in harsh environments than SRAM-based FPGA products, since ViaLink-based products do not rely on an SRAM cell that is susceptible to alpha particles, or brownouts, to define and maintain their functionality.

Our patented ViaLink metal-to-metal programmable technology is the foundation of our competitive advantage in providing energy efficient devices and solutions that deliver high performance, high reliability, intellectual property security and instant on features that our customers value. Our ViaLink technology allows us to create devices smaller than competitors' products on comparable technology, thereby minimizing silicon area and cost. In addition, our ViaLink technology has lower electrical resistance and capacitance than other programmable technologies and, consequently, supports higher signal-speed and low power consumption. Our architecture uses our ViaLink technology to maximize interconnects at every routing wire intersection, which allows more paths between logic cells. As a result, system designers are able to use our devices with smaller gate counts to implement their designs than if they had used competing FPGAs. The abundance of interconnect resources also provides a dense connection between the ASSP and the FPGA portions of CSSPs and ESPs.

We designed our Eclipse II and QuickPCI II products to provide a low power solution for applications requiring medium to small amounts of programmable logic. Our new PolarPro architecture, released to production in 2006, builds on our Eclipse II architecture by providing low power consumption and a more cost-effective architecture. All PolarPro device circuitry is optimized for low power consumption through the new and innovative Very Low Power, or VLP, mode, power aware placement and glitch free clock gating. Based on our engineering analysis of portable media player applications, we believe designers using PolarPro can extend battery life by as much as four times as compared to a standard product implementation, setting a new standard for low power consumption through the use of programmable logic.

We expect to announce our first Solution Platform product offering in March 2007. Solution platforms combine hard-wired logic and programmable logic on one device, which extends the Embedded Standard Product, or ESP, concept that we invented and pioneered. Adding hard-wired intellectual property enables us to deliver more logic at lower cost and lower power; while the programmable logic

allows us to provide solutions that can be rapidly customized to differentiate products, add features and reduce system development costs. This combination of hard-wired and programmable logic enables us to deliver low cost, small form factor solutions that can be customized for particular customer or market requirements. The high routing density and flexibility of our ViaLink technology is critical to the efficient interface between the hard-wired logic and the programmable fabric.

We market a range of solutions to our customers, including:

- *Customer Specific Standard Products* incorporating our devices, intellectual property and software drivers. These complete solutions are targeted at specific low power application segments that have similar connectivity and performance requirements. In addition, the remaining programmable fabric can be utilized to address the customer's specific requirements. By providing customized solutions for customers we increase their ability to meet the time-to-market pressures associated with their markets;
- *Embedded Standard Products* incorporating a fixed function along with programmable logic in a low power device. Our customers build on this "known good starting point" to develop unique solutions required for their products, which eliminates the need to acquire and assemble industry standard IP, thus reducing design risk and improving time-to-market; and
- *FPGAs* which are general purpose FPGAs used by customers who value the low power consumption, high IP security, instant on and reliability of our devices.

This range of solutions allows customers to acquire a solution tailored for their needs. Mobile product original design manufacturers, or ODMs, tend to prefer a complete solution, and purchase CSSPs. Other customers, such as a European cellular data card manufacturer, choose our ESP solutions, while military and gaming customers tend to prefer FPGAs.

Consumer products are the new driver for semiconductor sales, and the needs of the consumer market bring a unique set of requirements as compared to traditional FPGA markets. One important trend in the consumer market is towards mobile, hand-held devices. Important industry trends affecting this market include miniaturization and the need to increase battery life. An equally important trend is shrinking product lifecycles, which drives a need for faster, lower risk product development. And of course, there is intense

pressure on total cost of ownership, including component costs and development expenses. As more people experience the advantages of a mobile lifestyle at home, they demand the same advantages in their professional lives. Therefore, we believe that these trends toward mobile, hand-held products which have a small form factor and maximize battery life will also be evident in the industrial, medical and military markets.

The low power consumption, high performance, small form factor and fast time-to-market of our new products are ideal for power sensitive mobile applications that need to efficiently integrate storage, networking and/or graphics capabilities. These products are being designed into applications for markets and customers that are new to us. Examples of how our new customers have utilized our new product:

- smartphones, where our solutions enable the simultaneous display of video on the handset and an external display;
- portable navigation products, where our solutions allow a processor to access a micro hard disk drive or other peripherals reducing total power consumption;
- portable media players, where our solutions allow a processor to access a micro hard disk drive;
- cellular data cards, where our solutions provide the lowest power interface between a cellular radio and a laptop card slot; and
- handheld point-of-sale, or POS, terminals, where our solutions enable Wi-Fi, BlueTooth and storage connectivity.

Our new products are also being designed into applications in our traditional markets, such as data communications, instrumentation and test and military-aerospace, where customers value the low power consumption, instant-on, IP security, reliability and fast time-to-market of our products.

In addition to working directly with our customers, we partner with other technology companies to develop additional intellectual property, reference platforms and system software to provide application solutions. We work with processor manufacturers, such as Marvell Technology Group Ltd. and Analog Devices, Inc., and companies that supply storage, networking or graphics components for embedded systems. The depth of these relationships varies depending on the partner and the dynamics of the end market being targeted, but is typically a co-marketing program that includes joint account calls, promotional activities and/or engineering collaboration, such as reference designs.

Under the direction of the Audit Committee of the Board of Directors, we voluntarily conducted an internal review of our historical stock option granting practices and related accounting for the period from October 15, 1999, the date of our initial public offering, through July 28, 2006. The review was initiated by the Audit Committee in response to media attention about stock option practices at other companies. We did not find any systematic or pervasive practices to account for stock options in a manner inconsistent with generally accepted accounting principles, or GAAP, or our stated policies and procedures. However, based on our results of the review and analysis of the facts, we determined that there were certain errors committed in the process of documenting grants and accounting for stock options associated with measurement dates, grants prior to meeting the definition of an employee under GAAP, non-employee grants, modification of options and previously reported deferred stock compensation charges. A total pre-tax stock-based compensation charge of \$964,000 is associated with these identified errors that should have been reported in previously issued consolidated financial statements had they been identified in the proper period. After considering all the quantitative and qualitative factors in accordance with Staff Accounting Bulletin No. 99, "*Materiality*," we determined that these adjustments were not material to any prior year and, thus, have not restated our consolidated financial statements for prior periods. However, given that the effect of correcting these errors in 2006 would cause our 2006 consolidated financial statements to be materially misstated, we concluded that the cumulative effect adjustment method of initially applying the guidance of SAB 108 was appropriate. Accordingly, we elected early adoption of SAB 108 in the second quarter of 2006 and the cumulative affect of the adjustment was reflected as an increase to the carrying amount of additional paid-in capital as of January 1, 2006, with an offsetting entry to accumulated deficit. Furthermore, less than \$50,000 of the adjustment to previously issued consolidated financial statements was due to errors that occurred after October 2002. As a result of our review and as part of our overall Sarbanes-Oxley compliance efforts, we are implementing enhanced controls and process improvements in connection with the issuance of stock option grants and modifications. See Note 3 of the consolidated financial statements in Item 8 of this report for additional information regarding our review conducted at the direction of the Audit Committee of the Board of Directors and the cumulative effect adjustment to previously issued consolidated financial statements. See also Item 9A, Controls and Procedures.

In 2000, we entered into a Share Purchase Agreement, Foundry Agreement and other related agreements, as amended, with Tower. Under the terms of the agreements, we agreed to make a strategic investment of up to \$25 million in Tower as part of Tower's plan to build and equip a new wafer fabrication facility. The facility produces 200-mm wafers in geometries of 0.18 micron, using advanced complementary metal oxide semiconductor, or CMOS, technology acquired from Toshiba.

During 2001 and 2002, we paid Tower a total of \$21.3 million to fulfill our investment requirements under the terms of the agreement. In partial consideration for the investment, we received 1,757,368 Tower ordinary shares with an original cost of \$16.6 million. We wrote down the Tower shares due to an "other than temporary" decline in their market value by \$1.5 million, \$1.5 million, \$3.8 million and \$6.8 million in fiscal 2005, 2004, 2002 and 2001, respectively.

During 2003, we sold 412,825 of the available-for-sale Tower ordinary shares for total proceeds of approximately \$2.1 million and recognized a gain in the amount of \$719,000.

As of December 31, 2006, we held 1,344,543 available for sale Tower ordinary shares valued at \$2.3 million, or \$1.71 per share, the

market value of these shares at the end of 2006. We intend to continue to hold 450,000 Tower ordinary shares in order to receive competitive product pricing and, accordingly, have classified these shares as a long-term investment on our balance sheets. The remaining 894,543 shares are recorded as a short-term investment on our balance sheets.

We also received \$4.7 million in prepaid wafer credits in partial consideration for the investment, \$3.6 million of which remained available as of December 31, 2006. The credits have no stated maturity and we have guaranteed capacity at Tower through at least 2010. These credits are recorded within long-term other assets on the balance sheets and can be applied toward wafer purchases from Tower at 15% of the value of future purchases.

We sell programmed and unprogrammed products through distributors and directly to system manufacturers. We recognize revenue at the time of shipment of products directly to system manufacturers. However, we sell the majority of our products through distributors who earn a negotiated margin on the sale of our products. We defer recognition of revenue from sales of unprogrammed products to distributors until after they have sold our products to systems manufacturers. We recognize revenue on programmed products at the time of shipment to our distributors. During 2006 and 2005, approximately 54% and 71%, respectively, of the units shipped to our distributors were programmed by us and, accordingly, are not returnable. The percentage of sales derived through distributors was 52%, 65% and 74% in 2006, 2005 and 2004, respectively. The percentage of sales derived through direct sales was 48%, 35% and 26% in 2006, 2005 and 2004, respectively.

Two distributors of our products accounted for 26% and 11% of our revenue, respectively, in 2006. The same two distributors of our products accounted for 22% and 19% of revenue in 2005. Three distributors of our products accounted for 22%, 13% and 11% of revenue in 2004.

A European telecom original equipment manufacturer, or OEM, purchasing product through their contract manufacturer accounted for 14% of our revenue in 2006. A domestic OEM accounted for 13% of revenue in both 2006 and 2005. We anticipate that a limited number of distributors and customers will continue to account for a significant portion of our revenue and that individual distributors could account for a larger portion of our revenue.

Our international sales were 54%, 50%, and 56% of our revenue in 2006, 2005 and 2004, respectively. We expect that revenue from sales to international customers will continue to represent a significant portion of our revenue. All of our sales originate in the United States and are denominated in U.S. dollars.

We outsource the wafer manufacturing, assembly and test of all of our products. We currently rely upon Taiwan Semiconductor Manufacturing Company Ltd., or TSMC, Tower, Kawasaki Microelectronics, Inc. and Samsung Semiconductor, Inc. to manufacture our products, and we rely primarily upon Amkor Technology, Inc. to assemble, test and program our products. Our wafer suppliers' lead times are often as long as three months and sometimes longer. In addition, Tower requires us to provide them with a monthly wafer start forecast. Under the terms of our agreement with them, we are limited in the quantity that we can increase or decrease our wafer forecast and we are committed to take delivery of and pay for a minimum portion of the forecasted wafer volume. Our long manufacturing cycle times are at odds with our customers' desire for short delivery lead times and, as a result, we typically purchase wafers based on our internal forecasts of customer demand.

Our headquarters are located at 1277 Orleans Drive, Sunnyvale, California 94089. We can be reached at (408) 990-4000, and our website address is [www.quicklogic.com](http://www.quicklogic.com). Our common stock trades on the Nasdaq Global Market under the symbol "QUIK".

## Critical Accounting Policies and Estimates

The methods, estimates and judgments we use in applying our most critical accounting policies have a significant impact on the results we report in our consolidated financial statements. The U.S. Securities and Exchange Commission, or SEC, has defined critical accounting policies as those that are most important to the portrayal of our financial condition and results of operations and require us to make our most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, our critical policies include revenue recognition including sales returns and allowances, inventory valuation including identification of excess quantities and product obsolescence, allowance for doubtful accounts, valuation of investments, valuation of long-lived assets, measurement of stock-based compensation, accounting for income taxes, and estimating accrued liabilities. We believe that we apply judgments and estimates in a consistent manner and that such consistent application results in consolidated financial statements and accompanying notes that fairly represent all periods presented. However, any factual errors or errors in these judgments and estimates may have a material impact on our statement of operations and financial condition.

### *Revenue Recognition*

We supply standard products which must be programmed before they can be used in an application. Our products may be programmed by us, distributors, end customers or third parties. Once programmed, our parts cannot be erased and, therefore, programmed parts are only useful to a specific customer.

We generally recognize revenue as products are shipped if evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, collection of the resulting receivable is reasonably assured and product returns are reasonably estimable.

Revenue is recognized upon shipment of both programmed and unprogrammed parts to original equipment manufacturer, or OEM, customers, provided that legal title and risk of ownership have transferred.

We also sell to distributors under agreements that allow for price adjustments and, in the case of unprogrammed parts, certain rights of return on unsold inventory.

Because programmed parts can only be used by a specific customer, it is our practice to agree upon any price adjustments with a distributor prior to shipment. Furthermore, distributors are not allowed any future price adjustments and have no rights of return on

programmed parts. Accordingly, revenue is recognized upon delivery to a distributor since title and risk of ownership have transferred to the distributor, the price is fixed, no right of return exists and collection of the resulting receivable is reasonably assured.

Unprogrammed parts shipped to distributors may be used by multiple end customers and distributors may have certain return and price adjustment privileges on unsold inventory. Accordingly, revenue associated with unprogrammed parts is deferred until resale to the end customer.

Software revenue from sales of design tools is recognized when persuasive evidence of an agreement exists, delivery of the software has occurred, no significant obligations with regard to implementation or integration remain, the fee is fixed or determinable and collection is reasonably assured. Software revenue amounted to less than one percent of our revenue for fiscal 2006, 2005 and 2004.

#### *Inventory Valuation*

We value our inventory at the lower of standard cost or net realizable value. Standard cost approximates actual cost on a first-in-first-out basis. Manufacturing overhead is included in product costs based on capacity. We routinely evaluate the value and quantities of our inventory in light of current

market conditions and market trends. Our analysis may take into consideration historic usage, expected demand, anticipated sales price, new product development schedules, the effect new products might have on sales of existing products, product obsolescence, customer design activity, customer concentrations, product merchantability and other factors. Market conditions are subject to change and actual consumption of our inventory may differ from expected demand. During the introduction of a new product, we may begin production of products that have not been qualified and we may experience yields that are lower than anticipated. Historically, the lives of our products are unusually long and obsolescence has not been a significant factor in the valuation of our inventories. However, as the Company pursues opportunities in the mobile market, the product lifecycle may be shorter and increase the potential for obsolescence.

As a result of our evaluations, we have recorded reserves for quantities in excess of demand, cost in excess of market value and product obsolescence in the amount of \$2.8 million, \$406,000 and \$695,000 in 2006, 2005 and 2004, respectively. These reserves were recorded primarily due to quantities in excess of expected demand.

#### *Estimating Allowance for Doubtful Accounts*

We estimate uncollectible accounts receivable at each reporting period. In specific, we analyze our aging of accounts receivable taking into consideration our bad debt history, customer payment history, customer concentration, customer credit-worthiness and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. Our accounts receivable balance was \$2.8 million, net of the allowance for doubtful accounts of \$861,000, as of the end of 2006.

#### *Valuation of Investments*

At December 31, 2006, we held 1,344,543 available-for-sale Tower ordinary shares valued at approximately \$2.3 million, of which approximately \$1.5 million was recorded as a short-term investment. These Tower shares had an unrealized gain of \$726,000 recorded in accumulated other comprehensive income, representing the difference between their adjusted cost per share and \$1.71 per share, their market value on the last trading day of the reporting period. Our investment is marked to market on our balance sheets at the end of each reporting period with the change in unrealized market value reflected in our consolidated statement of comprehensive income. If the market value of the available for sale shares changes during a reporting period, we increase or decrease the value of the shares and record a corresponding accumulated other comprehensive gain or loss in the equity section of the balance sheets. If the market value of the shares were to decline below the adjusted cost and if the decline is determined to be "other than temporary," we would record a write-down of marketable securities as a charge to our statement of operations and reduce the adjusted cost of the shares.

The Tower shares which we purchased in 2001 and 2002 were obtained at an average price of \$12.84 per share and \$5.46 per share, respectively. We wrote down the cost of these shares due to declines in their market value that we determined to be "other than temporary" by \$6.8 million, \$3.8 million, \$1.5 million and \$1.5 million in 2001, 2002, 2004 and 2005, respectively. This determination included factors such as market value and the period of time that the market value had been below the adjusted cost. After these write-downs, Tower shares held by us had an adjusted cost of \$1.17 per share.

A 10% decline in the market value of the Tower shares would have approximately a \$230,000 effect on the market value of the shares, and would reduce accumulated other comprehensive income by this amount.

#### *Valuation of Long-lived Assets*

We assess whether the value of identifiable intangibles and long-lived assets, including property and equipment and prepaid wafer credits, has been impaired annually and whenever events or changes in circumstances indicate that the carrying value of an asset or asset group may not be recoverable. Factors we consider important which could trigger an impairment review include the following:

- significant under-performance relative to historical or projected future revenue and operating results;
- significant changes in expected demand for the related products;
- significant changes in the manner of our use of or the expected cash flow from the assets;

- significant changes in the strategy for our overall business; and
- significant negative economic events or trends affecting our business.

Our assessment of possible impairment is based on our ability to recover the carrying value of an asset or asset group from their expected future pre-tax cash flows, undiscounted and without interest charges, of the related operations. If these cash flows are less than the carrying value of the asset or asset group, we recognize an impairment loss for the difference between estimated fair value and carrying value, and the carrying value of the related assets is reduced by this difference. The measurement of impairment requires management to estimate future cash flows and the fair value of long-lived assets.

During the fourth quarter of 2004, we evaluated the revenue potential of our products based upon discussions with potential customers, consultations with external advisors, review of actual sales levels and analysis of current and future design opportunities. Based upon this evaluation, we determined that the future revenue outlook for our QuickMIPS products was lower than previously expected. Accordingly, we performed an impairment assessment on the long-lived assets associated with these products. Our preliminary assessment, based upon undiscounted cash flows, indicated that these assets were impaired. In order to determine the fair value of these assets, we performed a probability-weighted assessment of the revenue and related cash flows, discounted using a risk-free interest rate. Based upon this assessment, we recognized a \$3.2 million long-lived asset impairment as an operating expense, which was allocated to the related long-lived assets on a pro rata basis using the carrying value of the assets immediately before the impairment charge. This \$3.2 million charge reduced the net carrying value of our property and equipment by \$2.0 million and our other long-term assets by \$1.2 million. This write-down did not affect the carrying value of related inventory.

During 2006, 2005 and 2004, we wrote-off property and equipment with a net book value of \$34,000, \$66,000 and \$165,000, respectively, related to assets identified as having no future value to our operations.

#### *Stock-Based Compensation*

Effective January 2, 2006, we adopted the provisions of Statement of Financial Accounting Standards, or SFAS, No. 123 (revised 2004), “*Share-Based Payment*,” or SFAS 123(R), which requires the measurement and recognition of expense related to the fair value of stock-based compensation awards. Accordingly, stock-based compensation is measured at the grant date and re-measured upon modification, as appropriate, based on the fair value of the award using the Black-Scholes option pricing model, or Black-Scholes. The fair value is recognized as expense over the requisite service period of the award. Black-Scholes requires the use of highly subjective, complex assumptions, including expected term and the price volatility of our stock. We elected to use the modified prospective transition method upon implementation and, therefore, have not restated our financial results for prior periods. As a result of adopting SFAS 123(R), we recognized \$1.4 million of stock-based compensation expense in fiscal year 2006. We previously applied Accounting Principles Board Opinion No. 25, “*Accounting for Stock Issued to Employees*,” or APB 25, and related interpretations and provided the required pro forma disclosures of SFAS No. 123, “*Accounting for Stock-Based Compensation*.<sup>1</sup>”

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*Employees*,<sup>1</sup> or APB 25, and related interpretations and provided the required pro forma disclosures of SFAS No. 123, “*Accounting for Stock-Based Compensation*.<sup>1</sup>”

#### *Accounting for Income Taxes*

As part of the process of preparing our financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. This process involves estimating our actual current tax exposure together with assessing temporary differences resulting from different tax and accounting treatment of items, such as deferred revenue, allowance for doubtful accounts, the impact of equity awards under SFAS 123(R), depreciation and amortization and employee related accruals. These differences result in deferred tax assets and liabilities, which are included on our balance sheets. We must then assess the likelihood that our deferred tax assets will be recovered from future taxable income and to the extent we believe that recovery is not likely, we must establish a valuation allowance. To the extent we establish a valuation allowance or increase this allowance in a period, we must include an expense within the tax provision in the statement of operations.

Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities and any valuation allowance recorded against our net deferred tax assets. Our deferred tax assets, consisting primarily of net operating loss carryforwards, amounted to \$48.3 million as of the end of 2006. We have also recorded a valuation allowance of \$48.3 million as of the end of 2006 due to uncertainties related to our ability to utilize our deferred tax assets before they expire. The valuation allowance is based on the uncertainty of our estimates of taxable income and the period over which we expect to recover our deferred tax assets. These carryforwards, if not utilized to offset future taxable income and income taxes payable, will expire beginning in 2007 for federal and state purposes.

#### *Estimating Accrued Liabilities*

We review our accounts payable and accrued liabilities at the end of each reporting period, and accrue liabilities as appropriate. During this analysis we consider items such as manufacturing activity, commitments made to or the level of activity with vendors, payroll and other employee-related commitments, historic spending, budgeted spending, and anticipated changes in the cost of services.

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#### **Results of Operations**

The following table sets forth the percentage of revenue for certain items in our statements of operations for the periods indicated:

	Fiscal Years		
	2006	2005	2004
Revenue	100.0%	100.0%	100.0%
Cost of revenue	50.8	37.6	46.8
Gross profit	49.2	62.4	53.2
Operating expenses:			
Research and development	26.7	20.0	26.6
Selling, general and administrative	51.7	34.9	35.7
Long-lived asset impairment	—	—	7.2
Income (loss) from operations	(29.2)	7.5	(16.3)
Write-down of marketable securities	—	(3.0)	(3.4)
Interest expense	(0.9)	(0.4)	(0.6)
Interest income and other, net	3.9	1.1	0.5
Income (loss) before income taxes	(26.2)	5.2	(19.8)
Provision for income taxes	0.2	0.3	—
Net income (loss)	(26.4)%	4.9%	(19.8)%
Revenue by product family (1):			
Mature products	\$16,976	\$29,954	\$26,515
Embedded standard products	8,422	11,750	12,823
Advanced embedded standard products	8,872	6,555	5,274
Royalty	654	—	—
Total revenue	\$34,924	\$48,259	\$44,612

- (1) The mature product family includes pASIC 1, pASIC 2 and pASIC 3 products. The ESP family includes QuickRAM, QuickPCI, QuickDSP, QuickFC and V3 products. The advanced ESP family includes Eclipse, PolarPro, Eclipse II, QuickPCI II and QuickMIPS products, as well as programming hardware and software.

#### Comparison of Fiscal Years 2006 and 2005

**Revenue.** Our revenue for 2006 was \$34.9 million, representing a decline of \$13.3 million, or 27.6%, from revenue of \$48.3 million in 2005. Our mature product family revenue declined by \$13.0 million, primarily as a result of a \$15.3 million decline in pASIC 1 and pASIC 2 product revenue due to their end-of-life, which was partially offset by a \$2.3 million increase in our pASIC 3 product revenue due to higher demand and customers migrating designs from pASIC 2 products to pASIC 3 products. Our ESP product family revenue declined by \$3.3 million, primarily due to lower demand for QuickRAM products by a Chinese customer and military customers and for V3 products due to the lifecycle of the applications that use these devices. These declines were partially offset by an increase in our advanced ESP product family revenue of \$2.3 million as compared to 2005 which consisted of growth from our new products—PolarPro, Eclipse II, QuickPCI II and QuickMIPS—offset by a decline in Eclipse product revenue. Revenue from our new products was \$7.1 million in 2006 and increased \$5.0 million over 2005. Our new products contributed 20% of 2006 revenue and increased by 241% as compared to 2005. A European OEM purchasing product for a telecom design through a contract manufacturer represented 13.6% of total 2006

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revenue as compared to 2.0% of total 2005 revenue. The growth in our new product revenue was partially offset by a \$2.6 million decline in our Eclipse product revenue, due primarily to the product lifecycle of a Japanese customer, who purchased our product through a distributor. Also in 2006, we recognized royalty revenue for the first time under a technology license agreement with Aeroflex Incorporated in the amount of \$654,000.

Our foundry agreement with the supplier that fabricates our pASIC 1 and pASIC 2 products expired at the end of 2005. We previously announced an end-of-life for these products and asked our customers to take delivery of lifetime buy orders before the end of 2005. These products contributed \$5.8 million, \$21.1 million and \$17.9 million of our revenue in 2006, 2005 and 2004, respectively. A majority of our customers that use pASIC 1 and pASIC 2 products have either purchased sufficient quantities to satisfy their demand throughout the expected life of their products or have converted their designs to our other products, such as pASIC 3 which is pin compatible with pASIC 2. Because of the end-of-life of these products, we have experienced a significant reduction in pASIC 1 and pASIC 2 revenue since the third quarter of 2005 and believe that they will not represent significant revenue in 2007. We have no further manufacturing capacity for these products and any future revenue is limited to inventory on hand.

In January 2007, we announced the end-of-life for our V3 products, primarily due to the loss of manufacturing capacity for these products, and asked our customers to take delivery of lifetime buy orders before the end of 2007. These products contributed \$2.2 million and \$3.6 million of our revenue in 2006 and 2005, respectively. We expect that these products will contribute less than 5% of revenue after 2007.

In order to maintain or grow our revenue from its current level, we are dependent upon increased revenue from our existing products, especially our PolarPro, Eclipse II and QuickPCI II products, and the development of additional new products and solutions.

We continue to seek to expand our revenue, including the pursuit of high volume sales opportunities in the mobile electronics market

segment, by providing low power solutions offering new features or incorporating industry standard interfaces such as Peripheral Component Interconnect, or PCI, Integrated Drive Electronics, or IDE, and Secure Digital Input/Output, or SDIO. Our industry is characterized by intense price competition as order volumes increase. While winning large volume sales opportunities will increase our revenue, we believe these opportunities are likely to decrease our average selling price and may decrease our gross profit as a percentage of revenue.

*Gross Profit.* Gross profit was \$17.2 million and \$30.1 million in 2006 and 2005, respectively, which was 49.2% and 62.4% of revenue for those periods. The \$13.0 million decline in gross profit in 2006 was primarily due to: 1) lower revenue and change in product mix, which contributed approximately \$11.2 million of this decline; 2) increased inventory reserves of \$2.4 million, primarily for excess quantities; and 3) higher unabsorbed overhead of approximately \$220,000, as a result of lower production volumes. These effects were partially offset by royalty revenue, lower variances and lower other cost of revenue. The sale of previously reserved inventory reduced our cost of revenue by \$820,000 and \$1.0 million in 2006 and 2005, respectively.

*Research and Development Expense.* Research and development expense was \$9.3 million and \$9.6 million in 2006 and 2005, respectively, which represented 26.7% and 20.0% of revenue for those periods. The decrease of approximately \$350,000 in 2006 was primarily due to: 1) \$400,000 of lower expenses associated with product design and development activities; and 2) \$300,000 of lower cash compensation to employees, as a result of lower headcount and incentives due to our 2006 performance under our incentive compensation plan. These decreases were partially offset by \$368,000 of stock-based compensation charges in accordance with SFAS 123(R). We believe that continued or increased investments in product development and process technology are essential for us to remain competitive in the markets we serve. We expect that these development efforts will allow us to expand our product offering and provide additional value to our customers and stockholders.

*Selling, General and Administrative Expense.* Selling, general and administrative, or SG&A, expense was \$18.1 million and \$16.9 million in 2006 and 2005, respectively, which represented 51.7% and 34.9% of revenue for those periods. The increase of \$1.2 million in 2006 was primarily due to: 1) \$894,000 of stock-based compensation charges in accordance with SFAS 123(R); 2) \$540,000 of expenses associated with our review of stock option granting and related accounting practices; 3) \$480,000 of higher legal expenses incurred to defend our intellectual property; and 4) \$270,000 of higher bad debt expense in 2006 as compared to 2005. These increases were partially offset by: 1) \$690,000 of lower cash compensation expenses, primarily as a result of lower incentives due to our 2006 performance under our incentive compensation plan; and 2) \$350,000 of lower commissions to independent representatives as a result of lower revenues.

*Write-down of Marketable Securities.* In the second quarter of 2005, we determined that our investment in Tower stock had suffered a decline in value that was determined to be “other than temporary” and recorded impairment charges of \$1.5 million. The impairment charge was recorded for the difference between our adjusted cost and the quoted market price of the stock on the last trading day of the reporting period. There was no impairment charge on Tower stock in 2006 as the market value of our investment was higher than the adjusted cost during this period.

As a result of write-downs in 2001, 2002, 2004 and 2005, the adjusted cost of our Tower ordinary shares was \$1.6 million, or \$1.17 per share, as of the end of 2006. The market value of our investment in Tower stock as of the end of 2006 was \$2.3 million, or \$1.71 per share, based on the quoted market price of the stock on the last trading day of the fiscal year. The \$726,000 difference between the adjusted cost and the market value was recorded as accumulated other comprehensive income on the balance sheet at the end of 2006.

*Interest Expense.* Interest expense increased to \$329,000 in 2006 as compared to \$189,000 in 2005. This \$140,000 increase was primarily due to higher average outstanding debt and capital lease balances and higher interest rates.

*Interest Income and Other, Net.* Interest income and other, net, consists primarily of interest income, foreign exchange gains and losses, and other tax expense. Interest income and other, net, increased to income of \$1.4 million in 2006 as compared to income of \$542,000 in 2005. The \$824,000 increase in interest income and other, net is primarily due to increased interest income received as a result of higher average cash balances and higher interest rates, lower foreign exchange rate losses and lower other tax expenses.

*Provision for Income Taxes.* We recorded a provision for income taxes of \$71,000 and \$169,000 in 2006 and 2005, respectively. The provision for income taxes in both years consists primarily of income taxes on foreign operations due to the reported net loss in the United States. Our ability to utilize our income tax loss carryforwards in future periods is uncertain and, accordingly, we recorded a full valuation allowance against the related tax benefit. We will continue to assess the realizability of deferred tax assets in future periods.

As of the end of 2006, we had net operating loss carryforwards for federal and state tax purposes of approximately \$82.1 million and \$22.0 million, respectively. These carryforwards, if not utilized to offset future taxable income and income taxes payable, will expire beginning in 2007 for federal and state purposes.

*Stock-Based Compensation.* For 2006 and 2005, stock-based compensation totaled \$1.4 million and zero, respectively, and was included in the statement of operations as follows (in thousands):

	Fiscal Years	
	2006	2005
Cost of revenue	\$ 183	\$—
Research and development	368	—

Selling, general and administrative	894	—
Total	<u>\$1,445</u>	<u>\$—</u>

The amount of stock-based compensation included in inventory at the end of 2006 was not material.

Please see Note 3 to our consolidated financial statements for a description of the cumulative effect adjustment recorded upon the adoption of SAB 108.

*Statement of Operations.* We recorded a net loss of \$9.2 million in 2006 as compared to net income of \$2.4 million in 2005. This \$11.6 million decline was primarily a result of: 1) lower revenue of \$13.3 million, primarily due to the pASIC 1 and pASIC 2 end-of-life in 2005; 2) lower gross profit of \$13.0 million due to the revenue decrease, product mix and higher inventory reserves primarily for excess quantities; 3) higher operating expenses of \$860,000 primarily due to \$1.3 million of stock-based compensation expense in 2006 upon the adoption of SFAS 123(R) and one-time expenses incurred to our review of stock option granting practices and related accounting, partially offset with lower compensation and other expenses; 4) the absence of 2006 charges for the write-down of our investment in Tower, which amounted to \$1.5 million in 2005; and 5) interest income and expense and other income, net, which improved by \$680,000 as compared to 2005.

#### Comparison of Fiscal Years 2005 and 2004

*Revenue.* Our revenue for 2005 and 2004 was \$48.3 million and \$44.6 million, respectively, representing growth of \$3.6 million, or 8.2%, from 2004 to 2005. Our mature product family revenue increased by \$3.4 million, primarily related to end-of-life purchases of our pASIC 1 products and higher customer demand. Our advanced ESP product family revenue increased by \$1.3 million due to a \$1.8 million increase in sales of our new Eclipse II and QuickPCI II products, partially offset by a decline in Eclipse sales from a Japanese customer purchasing through a distributor. These increases were partially offset by a \$1.1 million decline in our ESP product family revenue, primarily due to changes in customer demand. Our combined ESP and advanced ESP products contributed 37.9% and 40.6% of our revenue in 2005 and 2004, respectively.

*Gross Profit.* Gross profit was \$30.1 million and \$23.7 million in 2005 and 2004, respectively, which was 62.4% and 53.2% of revenue for those periods. The \$6.4 million improvement in gross profit in 2005 was primarily due to: 1) higher revenue and better product mix, which contributed approximately \$3.7 million of this improvement; 2) production variances improved by approximately \$1.0 million, as our 2004 costs included significant yield variances associated with the initial production of our new products at Tower; 3) lower inventory reserves and adverse purchase commitments of \$870,000 which was due primarily to one-time charges totaling \$790,000 in 2004 related to wafers of one product not expected to yield usable die; and 4) lower unabsorbed overhead of approximately \$840,000 which was due primarily to lower depreciation and amortization expense of \$880,000. Our lower depreciation and amortization expense was largely a result of the \$3.2 million impairment of long-lived assets recorded in the fourth quarter of 2004. The sale of previously reserved inventory reduced our cost of revenue by \$1.0 million and \$1.1 million in 2005 and 2004, respectively.

*Research and Development Expense.* Research and development expense was \$9.6 million and \$11.9 million in 2005 and 2004, respectively, which represented 20.0% and 26.6% of revenue for those

periods. The decrease of approximately \$2.2 million in 2005 was primarily due to \$2.0 million of lower charges for pre-production material and other expenses associated with the development of our new products and \$730,000 of lower depreciation expense, partially offset by higher consulting expenses of \$290,000 for the design of our next generation products. During 2004, new product expenses were primarily associated with our Eclipse II, QuickPCI II and QuickMIPS products. During 2005, these expenses were primarily associated with our PolarPro and other new products.

*Selling, General and Administrative Expense.* SG&A expense was \$16.9 million and \$15.9 million in 2005 and 2004, respectively, which represented 34.9% and 35.7% of revenue for those periods. SG&A expense increased on a dollar basis in 2005 as compared to 2004 while declining as a percentage of revenue due to the proportionately greater increase in revenue during 2005. The \$950,000 annual increase in SG&A expense was primarily the result of: 1) higher salaries and personnel costs of \$600,000; 2) higher legal expenses of \$180,000 due to collection efforts, compliance activities and the filing of a shelf registration statement on Form S-3 with the Securities and Exchange Commission; 3) higher commissions to independent sales representatives of \$180,000 due to higher revenue amounts; and 4) board of director fees of \$140,000.

*Long-lived Asset Impairment Charge.* During the fourth quarter of 2004, we evaluated the revenue potential of our products based upon discussions with potential customers, consultations with external advisors, reviews of actual sales levels and analysis of current and future design opportunities. Based upon this evaluation, we determined that the future revenue outlook for our QuickMIPS products was lower than previously expected. Accordingly, we performed an impairment assessment on the long-lived assets associated with these products. Our preliminary assessment, based upon undiscounted cash flows, indicated that these assets were impaired. In order to determine the fair value of these assets, we performed a probability-weighted assessment of the revenue and related cash flows, discounted using a risk-free interest rate. Based upon this assessment, we recognized a \$3.2 million long-lived asset impairment as an operating expense, which was allocated to the related long-lived assets on a pro rata basis using the carrying value of the assets immediately before the impairment charge. This \$3.2 million charge reduced the net carrying value of our property and equipment by \$2.0 million and our other long-term assets by \$1.2 million. This write-down did not affect the carrying value of related inventory.

*Write-down of Marketable Securities.* In the second quarter of 2005 and the fourth quarter of 2004, we determined that our investment in Tower stock had suffered a decline in value that was determined to be "other than temporary" and recorded impairment charges of \$1.5 million and \$1.5 million, respectively. The impairment charges were recorded for the difference between our adjusted cost and the quoted market price of the stock on the last trading day of the reporting period.

*Interest Expense.* Interest expense declined to \$189,000 in 2005 as compared to \$255,000 in 2004. This \$66,000 decrease was primarily due to lower average outstanding debt balances.

*Interest Income and Other, Net.* Interest income and other, net, consists primarily of interest income, foreign exchange gains and losses, and other tax expense. Interest income and other, net, increased to income of \$542,000 in 2005 as compared to income of \$212,000 in 2004. The \$330,000 increase in interest income and other, net is primarily due to increased interest income received as a result of higher average cash balances and higher interest rates, partially offset by foreign exchange rate losses.

*Provision for Income Taxes.* We recorded a provision for income taxes of \$169,000 in 2005, which consisted primarily of income taxes on foreign operations. No provision for income taxes was recorded in 2004 due to our pretax losses. Our ability to utilize our income tax loss carryforwards in future periods is uncertain and, accordingly, we recorded a full valuation allowance against the related tax benefit. We will continue to assess the realizability of the deferred tax assets in future periods.

*Statement of Operations.* We recorded net income of \$2.4 million in 2005 as compared to a net loss of \$8.8 million in 2004. This \$11.2 million improvement was primarily due to: 1) higher revenue of \$3.6 million; 2) higher gross profit of \$6.4 million due to the revenue increase and due to a 9% improvement in gross margin as a percent of revenue; 3) a \$1.3 million reduction in operating expenses attributable to research and development and selling, general and administrative expenses; 4) the absence of 2005 charges for long-lived asset impairment, which accounted for \$3.2 million of 2004 operating expenses; and 5) interest income and expense and other income, net, which improved by \$330,000 as compared to 2004.

#### Liquidity and Capital Resources

We have financed our operating losses and capital investments through sales of common stock, private equity investments, capital and operating leases, bank lines of credit and cash flow from operations. As of the end of 2006, our principal sources of liquidity consisted of our cash and cash equivalents of \$24.6 million, available credit under our revolving line of credit with Silicon Valley Bank of approximately \$5.0 million, available credit under our equipment line of credit of approximately \$442,000, and our investment in Tower with a market value of approximately \$2.3 million.

As of the end of 2006, our interest-bearing debt consisted of \$2.5 million outstanding from Silicon Valley Bank and \$1.4 million outstanding under capital leases. Our accumulated deficit was \$127.5 million as of the end of 2006. Capital expenditures, which are largely driven by the development of new products and manufacturing levels, could be up to \$4.0 million in the next twelve months.

In June 2006, we entered into a Second Amended and Restated Loan and Security Agreement with Silicon Valley Bank. Terms of the agreement included a \$5.0 million revolving line of credit that is available through June 2008 and an additional \$2.0 million of borrowing capacity under an equipment line of credit that is available to be drawn against through June 2007. As of the end of 2006, we had no balances outstanding under the revolving line of credit, \$2.5 million outstanding under the current and previous equipment lines of credit and \$442,000 available to be drawn against future equipment purchases. Advances under the new equipment line of credit must be repaid in either 30 or 36 equal monthly installments, depending upon the nature of the items financed. The bank has a first priority security interest on substantially all of our tangible and intangible assets to secure any outstanding amounts under the agreement. Under the terms of the agreement, we must maintain a minimum tangible net worth and an adjusted quick ratio. The agreement also has certain restrictions including, among others, the incurrence of other indebtedness, the maintenance of depository accounts, the disposition of assets, mergers, acquisitions, the granting of liens and the payment of dividends. We were in compliance with all loan covenants as of the end of 2006.

As of the end of 2006, we also had \$776,000 outstanding under a capital lease obligation for electronic design automation software and related maintenance. The capital lease obligation has an imputed interest rate of 8.5% per annum and is being repaid in quarterly amounts of \$204,000 through November 2007.

As of the end of 2006, we also had \$530,000 outstanding under a capital lease obligation for design software tools and related maintenance. The capital lease obligation has an imputed interest rate of 9.0% per annum and is being repaid in semi-annual amounts of \$148,000 through July 2008.

In the fourth quarter of 2006, we entered into a capital lease obligation in the amount of \$77,000 for design software. The capital lease obligation has an imputed interest rate of 9.25% per annum and is being repaid in annual amounts of \$28,000 through January 2009.

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#### Net Cash from Operating Activities

In 2006, net cash used for operating activities was \$4.1 million and resulted from a net loss of \$9.2 million, adjusted for \$8.0 million of non-cash charges including depreciation and amortization of \$3.1 million, reserves for excess and obsolete inventory in the amount of \$2.8 million, stock-based compensation of \$1.4 million, and the utilization of wafer credits of \$593,000. In addition, changes in working capital accounts used cash of \$2.9 million as a result of increased inventory of \$4.1 million due to the purchase of new product wafers at favorable prices in anticipation of future orders at potentially high-volume customers, a decrease in accrued liabilities of \$972,000 due primarily to employee related accruals, a decrease in deferred income and royalty revenue of \$922,000, and an increase in other assets of \$687,000 due to payments under an agreement to secure back-end manufacturing capacity. These cash uses were partially offset by cash provided by a decrease in accounts receivable of \$2.7 million due to lower shipments during the last quarter of 2006 as compared to the last quarter of 2005 and an increase in accounts payable of \$1.0 million due to the timing of expenditures at the end of each period and inventory purchases of new product wafers at the end of 2006.

In 2005, net cash provided by operating activities was \$5.7 million and resulted from net income of \$2.4 million, adjusted for non-cash charges including depreciation and amortization of \$2.6 million, a \$1.5 million write-down of marketable securities related to the decline in market value of our Tower shares, and reserves for excess and obsolete inventory in the amount of \$406,000. In addition, changes in working capital accounts used cash of \$1.5 million as a result of increased inventory of \$1.5 million due to the purchase of new product die and an increase in work-in-process inventory to fulfill customer demand, a decrease in accounts payable of \$781,000 due to the timing of expenditures and inventory purchases at the end of each period and a \$770,000 increase in accounts receivable due to a higher proportion of OEM shipments during the last quarter of 2005. These cash uses were partially offset by cash provided by higher accrued liabilities of \$923,000 due primarily to employee related accruals, lower other assets of \$376,000 due primarily to lower prepaid maintenance and insurance expenses, and higher deferred income and royalty revenue of \$211,000.

In 2004, net cash provided by operating activities was \$410,000 and resulted from a net loss of \$8.8 million, adjusted for non-cash charges including depreciation and amortization of \$4.3 million, \$3.4 million of charges to cost of sales and operating expenses against long-lived assets related primarily to the long-lived asset impairment associated with our QuickMIPS products, a \$1.5 million write-down of marketable securities related to the decline in market value of our Tower shares, and reserves for excess and obsolete inventory in the amount of \$695,000. In addition, changes in working capital accounts used cash of \$870,000 primarily as a result of increased inventories of \$2.2 million due to higher sales levels, build-up of inventory in anticipation of pASIC 1 and pASIC 2 end-of-life purchases and the introduction of new products and a \$862,000 increase in accounts receivable due to the timing of shipments within the last quarter of each year. These cash uses were partially offset by higher accounts payable, accrued liabilities, deferred income and other obligations of \$1.7 million due to higher manufacturing volumes and inventory levels and lower other assets of \$505,000 due primarily to lower prepaid expenses.

#### *Net Cash from Investing Activities*

In 2006, 2005 and 2004, net cash used for investing activities was \$2.2 million, \$1.8 million and \$1.3 million, respectively, and resulted primarily from capital expenditures for software and equipment to develop and produce our new products.

#### *Net Cash from Financing Activities*

In 2006, net cash provided by financing activities was \$2.6 million. The primary source of these funds was \$2.6 million of proceeds from the issuance of common shares upon the exercise of stock options by

employees and under our employee stock purchase program and \$2.5 million in proceeds from borrowings under our equipment line of credit, partially offset by scheduled repayments of \$2.4 million under the terms of our debt and capital lease obligations.

In 2005, net cash used for financing activities was \$535,000. The primary use of these funds was to reduce our long-term and revolving debt, net of new borrowings, by \$3.9 million. This was partially offset by \$3.3 million of proceeds from the issuance of common shares under our employee stock purchase program and upon the exercise of stock options by employees.

In 2004, net cash used for financing activities was \$616,000. The primary use of these funds was to reduce our long-term and revolving debt, net of new borrowings, by \$2.9 million. This was partially offset by \$2.3 million of proceeds from the issuance of common shares under our employee stock purchase program and upon the exercise of stock options by employees.

We require substantial working capital to fund our business, particularly to finance our operations, to acquire property and equipment, the repayment of debt and for working capital requirements. Our future liquidity will depend on many factors such as these, as well as our level of revenue and gross profit, market acceptance of our existing and new products, the decline in revenue from our pASIC 1 and pASIC 2 products under their end-of-life program, wafer purchase commitments, the amount and timing of research and development expenditures, the timing of new product introductions, production volumes, the quality of our products, sales and marketing efforts, our ability to obtain debt financing and to remain in compliance with the terms of our credit facilities, our ability to raise funds from the sale of Tower shares and equity in the Company, the exercise of employee stock options and participation in our employee stock purchase plan, and other factors related to the uncertainties of the industry and global economics. However, we believe that our existing cash resources will be sufficient to fund operations, capital expenditures of up to \$4.0 million, and provide adequate working capital for at least the next twelve months. As our liquidity is affected by many factors as mentioned above and as discussed in our "Risk Factors," there can be no assurance that we will not seek additional capital during the next twelve months or that such capital will be available on terms acceptable to us. After the next twelve months, our capital and operating requirements will depend on many factors, including our level of revenue and gross profit, the market acceptance of our new products, the levels at which we maintain inventory and accounts receivable, costs of securing access to adequate manufacturing capacity, new product development efforts, capital expenditures and the level of our operating expenses.

#### **Contractual Obligations and Commercial Commitments**

The following table summarizes our contractual obligations and commercial commitments as of the end of 2006 and the effect such obligations and commitments are expected to have on our liquidity and cash flows in future fiscal periods (in thousands):

	Payments Due by Period			
Total	Less than 1 Year	1-3 Years	3-5 Years	More than 5 Years

<i>Contractual cash obligations:</i>					
Operating leases	\$ 1,840	\$ 740	\$1,086	\$14	\$ —
Wafer purchases(1)	2,130	2,130	—	—	—
Other purchase commitments	2,162	1,908	254	—	—
<i>Total contractual cash obligations</i>	<u>6,132</u>	<u>4,778</u>	<u>1,340</u>	<u>14</u>	<u>—</u>
<i>Other commercial commitments(2):</i>					
Notes payable to bank	2,526	1,234	1,292	—	—
Capital lease obligations	1,384	1,058	326	—	—
<i>Total commercial commitments</i>	<u>3,910</u>	<u>2,292</u>	<u>1,618</u>	<u>—</u>	<u>—</u>
<b>Total contractual obligations and commercial commitments</b>	<b><u>\$10,042</u></b>	<b><u>\$7,070</u></b>	<b><u>\$2,958</u></b>	<b><u>\$14</u></b>	<b><u>\$—</u></b>

- (1) Certain of our wafer manufacturers require us to forecast wafer starts several months in advance. We are committed to take delivery of and pay for a portion of forecasted wafer volume. Wafer purchase commitments of \$2.1 million include both firm purchase commitments and a portion of our forecasted wafer starts as the end of 2006.
- (2) Other commercial commitments are included as liabilities on our balance sheets as of the end of 2006.

## Inflation

The impact of inflation on our business has not been material for the periods presented.

## Off-Balance Sheet Arrangements

We do not maintain any off-balance sheet partnerships, arrangements or other relationships with unconsolidated entities or others, often referred to as structured finance or special purpose entities, which are established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

## Recently Issued Accounting Pronouncements

In June 2006, the FASB issued FASB interpretation No. 48, “*Accounting for Uncertainty in Income Taxes—an Interpretation of FASB Statement No. 109*,” or FIN 48. FIN 48 requires that we recognize in the consolidated financial statements the impact of a tax position that is more-likely-than-not to be sustained upon examination based on the technical merits of the position. The evaluation of a tax position in accordance with this interpretation is a two-step process. In the first step, recognition, we determine whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The second step addresses measurement of a tax position that meets the more-likely-than-not criteria. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first subsequent financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold should be reversed in the first subsequent financial reporting period in which that threshold is no

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longer met. Use of a valuation allowance as described in FASB Statement No. 109 is not an appropriate substitute for the reversal of a tax position. The requirement to assess the need for a valuation allowance for deferred tax assets based on sufficiency of future taxable income is unchanged by this interpretation. FIN 48 is effective for fiscal years beginning after December 15, 2006. We are currently evaluating the impact FIN 48 will have on our consolidated financial statements.

In July 2006, the FASB issued Emerging Issues Task Force, or EITF, Issue No. 06-3, “*How Taxes Collected from Customers are Remitted to Governmental Authorities Should be Presented in the Income Statement (that is Gross versus Net Presentation)*,” or EITF 06-3. The adoption of EITF 06-3 did not have an impact on our consolidated financial position or results of operations. Our accounting policy has been to present the above mentioned taxes on a net basis, excluded from revenue.

In September 2006, the SEC issued Staff Accounting Bulletin No. 108, “*Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements*,” or SAB 108. SAB 108 was issued in order to eliminate the diversity of practice surrounding how public companies quantify financial statement misstatements. Traditionally, there have been two recognized methods for quantifying the effects of financial statement misstatements—the “rollover” method and the “iron curtain” method. The rollover method focuses primarily on the impact of a misstatement on the income statement, including the reversing effect of prior period misstatements, but its use can lead to the accumulation of misstatements on the balance sheet. The iron curtain method, on the other hand, focuses primarily on the effect of correcting the period-end balance sheet with less emphasis on the reversing effects of prior year errors on the income statement. Prior to the application of the guidance in SAB 108, we used the rollover method for quantifying the materiality of financial statement misstatements.

In SAB 108, the SEC established an approach that requires quantification of financial statement misstatements based on the effects of the misstatements on each of our consolidated financial statements and the related financial statement disclosures. This model is commonly referred to as a “dual approach” because it requires quantification of errors under both the iron curtain and the rollover methods. SAB 108 permits public companies to initially apply its provisions either by (i) restating prior financial statements as if the dual approach had always been applied or (ii) recording the cumulative effect of initially applying the dual approach as an adjustment to the opening balance of the carrying values of assets and liabilities in the year of adoption with an offsetting adjustment recorded to the opening balance of retained earnings (accumulated deficit). SAB 108 is effective for fiscal years ending after November 15, 2006, and is encouraged in any report for an interim period in the year of adoption. We elected early adoption of SAB 108 in relation to the results of our internal review of stock option granting practices and related accounting, and recorded the effects of applying SAB 108 using the

cumulative effect transition method in the quarterly report on Form 10-Q for the second quarter of 2006. See Note 3.

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, "Fair Value Measurements," or SFAS 157. SFAS 157 establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The changes to current practice resulting from the application of SFAS 157 relate to the definition of fair value, the methods used to measure fair value and expanded disclosures about fair value measurements. SFAS 157 is effective for fiscal years beginning after November 15, 2007 and interim periods within those fiscal years. We are currently evaluating the impact that SFAS 157 will have on our consolidated financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities," or SFAS No. 159. SFAS No. 159 permits companies to choose to measure certain financial instruments and certain other items at fair value. The standard requires that unrealized gains and losses on items for which the fair value option has been elected be reported in earnings. SFAS No. 159 is effective for fiscal years beginning after November 15, 2007, although earlier adoption is permitted. We are currently evaluating the impact that SFAS No. 159 will have on our consolidated financial statements.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Interest Rate Risk**

Our exposure to market rate risk for changes in interest rates relates primarily to our investment portfolio and variable rate debt. We do not use derivative financial instruments to manage our interest rate risk. We are adverse to principal loss and ensure the safety and preservation of invested funds by limiting default, market risk and reinvestment risk. Our investment portfolio is generally comprised of investments that meet high credit quality standards. Since these securities are subject to interest rate risk, they could decline in value if interest rates fluctuate. Due to the short duration and conservative nature of our investment portfolio, we do not anticipate any material loss with respect to our investment portfolio. A 10% move in interest rates as of the end of 2006 would have an immaterial effect on our financial position, results of operations and cash flows.

### **Foreign Currency Exchange Rate Risk**

All of our sales and cost of manufacturing are transacted in U.S. dollars. We conduct a portion of our research and development activities in Canada and India and have sales and marketing offices in several locations outside of the United States. We use the U.S. dollar as our functional currency. Most of the costs incurred at these international locations are in local currency. If these local currencies strengthen against the U.S. dollar, our payroll and other local expenses will be higher than we currently anticipate. Since our sales are transacted in U.S. dollars, this negative impact on expenses would not be offset by any positive effect on revenue. Operating expenses denominated in foreign currencies were approximately 22%, 25% and 23% of total operating expenses in 2006, 2005 and 2004, respectively. A majority of these foreign expenses were incurred in Canada. A currency exchange rate fluctuation of 10% would have caused our operating expenses to change by approximately \$680,000 in 2006.

### **Equity Price Risk**

Our exposure to equity price risk for changes in market value relates primarily to our investment in Tower Semiconductor Ltd., or Tower. Tower's ordinary shares trade on the Nasdaq Global Market under the symbol "TSEM". Since these securities are publicly traded on the open market, they are subject to market fluctuations. Temporary market fluctuations are reflected by increasing or decreasing the presented value of the related securities and recording "accumulated other comprehensive income (loss)" in the equity section of the balance sheet. An "other than temporary" decline in market value is reflected by decreasing the adjusted cost of the related securities and recording a charge to operating expenses in the income statement. We wrote down the value of the Tower shares due to an "other than temporary" decline in their market value by \$1.5 million, \$1.5 million, \$3.8 million and \$6.8 million in fiscal 2005, 2004, 2002 and 2001, respectively. The determination that the decline in market value was "other than temporary" included factors such as the then current market value and the period of time that the market value had been below the carrying value in each of the respective periods. A market value decrease of 10% at the end of 2006 would have caused us to reduce accumulated other comprehensive income by approximately \$230,000.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

### **INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

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<a href="#">Consolidated Statements of Operations for the Fiscal Years 2006, 2005 and 2004</a>	61
<a href="#">Consolidated Balance Sheets as of December 31, 2006 and January 1, 2006</a>	62
<a href="#">Consolidated Statements of Stockholders' Equity for the Years Ended December 31, 2006, January 1, 2006 and January 2, 2005</a>	63
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<a href="#">Consolidated Statements of Comprehensive Income (Loss) for the Fiscal Years 2006, 2005 and 2004</a>	65
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### Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of QuickLogic Corporation:

We have completed integrated audits of QuickLogic Corporation's consolidated financial statements and of its internal control over financial reporting as of December 31, 2006, in accordance with the standards of the Public Company Accounting Oversight Board (United States). Our opinions, based on our audits, are presented below.

Consolidated financial statements and financial statement schedules

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of QuickLogic Corporation and its subsidiaries at December 31, 2006 and January 1, 2006, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2006 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedules listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. These financial statements and financial statement schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Notes 2 and 12 to the consolidated financial statements, the Company changed the manner in which it accounts for share-based compensation in fiscal 2006.

Internal control over financial reporting

Also, in our opinion, management's assessment, included in Management's Report on Internal Control Over Financial Reporting appearing under Item 9A, that the Company maintained effective internal control over financial reporting as of December 31, 2006 based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), is fairly stated, in all material respects, based on those criteria. Furthermore, in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2006, based on criteria established in *Internal Control—Integrated Framework* issued by the COSO. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting. Our responsibility is to express opinions on management's assessment and on the effectiveness of the Company's internal control over financial reporting based on our audit. We conducted our audit of internal control over financial reporting in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. An audit of internal control over financial reporting includes obtaining an understanding of internal control over financial reporting, evaluating management's assessment, testing and evaluating the design and operating effectiveness of internal control, and performing such other procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

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A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**PricewaterhouseCoopers LLP**

San Jose, California  
March 15, 2007

**QUICKLOGIC CORPORATION**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except per share amounts)

	Fiscal Years		
	2006	2005	2004
Revenue	\$ 34,924	\$ 48,259	\$ 44,612
Cost of revenue	17,739	18,124	20,878
Gross profit	17,185	30,135	23,734
Operating expenses:			
Research and development	9,303	9,648	11,885
Selling, general and administrative	18,062	16,855	15,905
Long-lived asset impairment	—	—	3,201
Income (loss) from operations	(10,180)	3,632	(7,257)
Write-down of marketable securities	—	(1,466)	(1,532)
Interest expense	(329)	(189)	(255)
Interest income and other, net	1,366	542	212
Income (loss) before income taxes	(9,143)	2,519	(8,832)
Provision for income taxes	71	169	—
Net income (loss)	<u>\$ (9,214)</u>	<u>\$ 2,350</u>	<u>\$ (8,832)</u>
Net income (loss) per share:			
Basic	\$ (0.32)	\$ 0.09	\$ (0.35)
Diluted	<u>\$ (0.32)</u>	<u>\$ 0.08</u>	<u>\$ (0.35)</u>
Weighted average shares:			
Basic	28,485	26,954	25,493
Diluted	<u>28,485</u>	<u>28,039</u>	<u>25,493</u>

The accompanying notes form an integral part of these Consolidated Financial Statements.

**QUICKLOGIC CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, except par value amount)

	December 31, 2006	January 1, 2006
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 24,621	\$ 28,283
Short-term investment in Tower Semiconductor Ltd.	1,530	1,297
Accounts receivable, net of allowances for doubtful accounts of \$861 and \$1,042, respectively	2,839	5,556
Inventory	9,064	7,830
Other current assets	<u>1,894</u>	<u>1,265</u>
Total current assets	39,948	44,231
Property and equipment, net	5,480	5,697
Investment in Tower Semiconductor Ltd.	769	653
Other assets	4,038	4,415
<b>TOTAL ASSETS</b>	<b><u>\$ 50,235</u></b>	<b><u>\$ 54,996</u></b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Trade payables	\$ 4,383	\$ 3,338
Accrued liabilities	2,462	3,434
Deferred income on shipments to distributors	1,152	1,626
Deferred royalty revenue	960	—
Current portion of debt and capital lease obligations	2,292	1,790
Total current liabilities	<u>11,249</u>	<u>10,188</u>
Long-term liabilities:		
Debt and capital lease obligations, less current portion	1,618	1,163

Deferred royalty revenue	—	1,408
Total long-term liabilities	1,618	2,571
Total liabilities	12,867	12,759
Commitments and contingencies (see Notes 15 and 16)		
Stockholders' equity:		
Common stock, \$0.001 par value; 100,000 shares authorized; 28,680 and 27,896 shares issued and outstanding, respectively	29	28
Additional paid-in capital	164,138	159,179
Accumulated other comprehensive income	726	377
Accumulated deficit	(127,525)	(117,347)
Total stockholders' equity	37,368	42,237
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 50,235</b>	<b>\$ 54,996</b>

The accompanying notes form an integral part of these Consolidated Financial Statements.

**QUICKLOGIC CORPORATION**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
(in thousands)

	Common Stock at Par Value <u>Shares</u>	Common Stock at Par Value <u>Amount</u>	Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
Balance at December 29, 2003	24,830	\$25	\$153,582	\$ 1,126	(\$110,865)	\$43,868
Common stock issued under stock option and employee stock purchase plans	1,483	1	2,255	—	—	2,256
Unrealized loss on available-for-sale securities	—	—	—	(1,126)	—	(1,126)
Net loss	—	—	—	—	(8,832)	(8,832)
Balance at January 2, 2005	26,313	26	155,837	—	(119,697)	36,166
Common stock issued under stock option and employee stock purchase plans	1,583	2	3,342	—	—	3,344
Unrealized gain on available-for-sale securities	—	—	—	377	—	377
Net income	—	—	—	—	2,350	2,350
Balance at January 1, 2006	27,896	28	159,179	377	(117,347)	42,237
SAB108 Adjustment (see Notes 1 and 3)	—	—	964	—	(964)	—
Balance at January 2, 2006	27,896	28	160,143	377	(118,311)	42,237
Common stock issued under stock option and employee stock purchase plans	784	1	2,550	—	—	2,551
Unrealized gain on available-for-sale securities	—	—	—	349	—	349
Stock-based compensation	—	—	1,445	—	—	1,445
Net loss	—	—	—	—	(9,214)	(9,214)
Balance at December 31, 2006	28,680	\$29	\$164,138	\$ 726	(\$127,525)	\$37,368

The accompanying notes form an integral part of these Consolidated Financial Statements.

**QUICKLOGIC CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Fiscal Years		
	<u>2006</u>	<u>2005</u>	<u>2004</u>
Cash flows from operating activities:			
Net income (loss)	\$ (9,214)	\$ 2,350	\$ (8,832)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	3,122	2,637	4,300
(Gain) Loss on disposal of property and equipment	(63)	7	20
Stock-based compensation	1,445	—	—

Utilization of wafer credits from Tower Semiconductor Ltd.	593	274	197
Inventory write-down	2,847	406	695
Write-down of marketable securities	—	1,466	1,532
Write-off of long-lived assets	34	66	165
Long-lived asset impairment (see Note 13)	—	—	3,201
Changes in assets and liabilities:			
Accounts receivable, net of allowances for doubtful accounts	2,717	(770)	(862)
Inventory	(4,081)	(1,495)	(2,181)
Other assets	(687)	376	505
Trade payables	1,045	(781)	564
Accrued liabilities	(972)	923	530
Deferred income and royalty revenue	(922)	211	576
Net cash provided by (used for) operating activities	<u>(4,136)</u>	<u>5,670</u>	<u>410</u>
Cash flows from investing activities:			
Capital expenditures for property and equipment	(2,261)	(1,766)	(1,323)
Proceeds from sale of equipment	95	—	—
Net cash used for investing activities	<u>(2,166)</u>	<u>(1,766)</u>	<u>(1,323)</u>
Cash flows from financing activities:			
Payment of debt and capital lease obligations	(2,401)	(2,429)	(2,831)
Proceeds from debt obligations	2,490	550	859
Net change in revolving line of credit	—	(2,000)	(900)
Proceeds from issuance of common stock	2,551	3,344	2,256
Net cash provided by (used for) financing activities	<u>2,640</u>	<u>(535)</u>	<u>(616)</u>
Net increase (decrease) in cash and cash equivalents	(3,662)	3,369	(1,529)
Cash and cash equivalents at beginning of period	<u>28,283</u>	<u>24,914</u>	<u>26,443</u>
Cash and cash equivalents at end of period	<u>\$24,621</u>	<u>\$28,283</u>	<u>\$24,914</u>
Supplemental disclosures of cash flow information:			
Interest paid	\$ 302	\$ 196	\$ 244
Income taxes paid	\$ 53	\$ 32	\$ 31
Supplemental schedule of non-cash investing and financing activities:			
Capital lease obligation to finance capital expenditures and related maintenance	<u>\$ 868</u>	<u>\$ 1,510</u>	<u>\$ 1,482</u>

The accompanying notes form an integral part of these Consolidated Financial Statements.

**QUICKLOGIC CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in thousands)

	Fiscal Years		
	<u>2006</u>	<u>2005</u>	<u>2004</u>
Net income (loss)	\$(9,214)	\$2,350	\$(8,832)
Other comprehensive gain (loss), net of tax:			
Unrealized gain (loss) on investments	349	377	(1,126)
Total comprehensive income (loss)	<u>\$(8,865)</u>	<u>\$2,727</u>	<u>\$(9,958)</u>

The accompanying notes form an integral part of these Consolidated Financial Statements.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1—THE COMPANY AND BASIS OF PRESENTATION**

QuickLogic Corporation (“QuickLogic” or the “Company”), founded in 1988, is a Delaware corporation. The Company is a fabless semiconductor company, providing the lowest power programmable solutions to expand application capabilities in the mobile, prosumer

and industrial markets. The Company operates in a single industry segment where it designs, markets and supports Customer Specific Standard Products (“CSSPs”), Embedded Standard Products (“ESPs”), field programmable gate arrays (“FPGAs”), application solutions, associated design software and programming hardware.

QuickLogic Corporation’s fiscal year ends on the Sunday closest to December 31. The fiscal years 2006, 2005 and 2004 ended on December 31, 2006, January 1, 2006 and January 2, 2005, respectively. Fiscal 2006 and 2005 were 52-week years. Fiscal 2004 was a 53-week year, with the third fiscal quarter containing 14 weeks. The additional week in fiscal 2004 did not have a material effect on the results of operations. Beginning with fiscal year 2006, the Company changed its reporting convention to utilize the actual closing dates for all periods presented in its consolidated financial statements and accompanying notes. This change had no impact on the Company’s financial position, results of operation, or cash flows for any of the periods presented.

*Cumulative effect adjustment upon the adoption of Staff Accounting Bulletin No. 108, “Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements” (“SAB 108”)*

Under the direction of the Audit Committee of the Board of Directors, the Company voluntarily conducted an internal review of the Company’s historical stock option granting practices and related accounting for the period from October 15, 1999, the date of its initial public offering, through July 28, 2006. The review was initiated by the Audit Committee in response to media attention about stock option practices at other companies. The Company did not find any systematic or pervasive practices to account for stock options in a manner inconsistent with generally accepted accounting principles (“GAAP”) or the Company’s stated policies and procedures. However, based on the results of the review and the Company’s analysis of the facts, the Company determined that there were certain errors committed in the process of documenting grants and accounting for stock options associated with measurement dates, grants prior to meeting the definition of an employee under GAAP, non-employee grants, modification of options and previously reported deferred stock compensation charges. A total pre-tax stock-based compensation charge of \$964,000 is associated with these identified errors that should have been reported in previously issued consolidated financial statements had they been identified in the proper period. After considering all of the quantitative and qualitative factors in accordance with Staff Accounting Bulletin No. 99, “Materiality,” the Company determined that these adjustments were not material to any prior year and, thus, the Company has not restated its consolidated financial statements for prior periods. However, given that the effect of correcting these errors in 2006 would cause the 2006 consolidated financial statements to be materially misstated, the Company concluded that the cumulative effect adjustment method of initially applying the guidance of SAB 108 was appropriate. Accordingly, the Company elected early adoption of SAB 108 in its quarterly report for the second quarter of 2006 and the cumulative effect of the adjustment was reflected as an increase to the carrying amount of additional paid-in capital as of January 2, 2006, with an offsetting entry to accumulated deficit. Furthermore, less than \$50,000 of the adjustment to previously issued consolidated financial statements was due to errors that occurred after October 2002. See Note 3 for additional information regarding the review conducted at the direction of the Audit Committee of the Board of Directors and the cumulative effect adjustment.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Liquidity*

The Company anticipates that its existing cash resources will fund operations, finance purchases of capital equipment and provide adequate working capital for the next twelve months. The Company’s liquidity is affected by many factors including, among others, the level of revenue and gross profit, market acceptance of existing and new products including PolarPro™, Eclipse™ II and QuickPCI® II devices, the decline in pASIC® 1 and pASIC 2 revenue as a result of their end-of-life, costs of securing access to and availability of adequate manufacturing capacity, inventory levels, wafer purchase commitments, customer credit terms, the amount and timing of research and development expenditures, the timing of new product introductions, production volumes, product quality, sales and marketing efforts, the amount and financing arrangements for purchases of capital equipment, changes in operating assets and liabilities, the ability to obtain or renew debt financing and to remain in compliance with the terms of existing credit facilities, the ability to raise funds from the sale of shares of Tower Semiconductor Ltd. (“Tower”) and equity in the Company, the issuance and exercise of stock options, the terms of and participation in the Company’s employee stock purchase plan, and other factors related to the uncertainties of the industry and global economics. Accordingly, there can be no assurance that events in the future will not require the Company to seek additional capital or, if so required, that such capital will be available on terms acceptable to the Company.

*Principles of Consolidation*

The consolidated financial statements include the accounts of QuickLogic Corporation and its wholly owned subsidiaries, QuickLogic International, Inc., QuickLogic Canada Company, QuickLogic Kabushiki Kaisha, QuickLogic Software (India) Private Ltd. and QuickLogic GmbH. The Company and its subsidiaries use the U.S. dollar as its functional currency. All intercompany accounts and transactions are eliminated in consolidation.

*Uses of Estimates*

The preparation of these consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates, particularly in relation to revenue recognition, the allowance for doubtful accounts, sales returns, valuation of investments, valuation of long-lived assets, inventory valuation including identification of excess quantities and obsolescence, measurement of stock-based compensation awards, accounting for income taxes and estimating accrued liabilities.

## **NOTE 2—SIGNIFICANT ACCOUNTING POLICIES**

### *Cash Equivalents and Short-Term Investments*

All highly-liquid investments purchased with a remaining maturity of ninety days or less are considered cash equivalents.

## **QUICKLOGIC CORPORATION** **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

### *Fair Value of Financial Instruments*

The estimated fair value of financial instruments is determined by using available market information and appropriate valuation methodologies. The estimated fair value of all financial instruments at the end of 2006, 2005 and 2004 approximate the amounts presented in the balance sheets.

### *Foreign Currency Transactions*

All of the Company's sales and cost of manufacturing are transacted in U.S. dollars. The Company conducts a portion of its research and development activities in Canada and India and has sales and marketing activities in various countries outside of the United States. Most of these international expenses are incurred in local currency. Foreign currency transaction gains and losses are included in interest income and other, net, as they occur. The effect of foreign currency exchange rate fluctuations has not been significant to date. Operating expenses denominated in foreign currencies were approximately 22%, 25% and 23% of total operating expenses in 2006, 2005 and 2004, respectively. The Company incurred a majority of these foreign currency expenses in Canada. The Company has not used derivative financial instruments to hedge its exposure to fluctuations in foreign currency.

### *Inventory*

Inventory is stated at the lower of standard cost or net realizable value. Standard cost approximates actual cost on a first-in, first-out basis. The Company routinely evaluates quantities and values of its inventory in light of current market conditions and market trends and records reserves for quantities in excess of demand and product obsolescence. The evaluation may take into consideration historic usage, expected demand, anticipated sales price, new product development schedules, the effect new products might have on the sale of existing products, product obsolescence, customer design activity, customer concentrations, product merchantability and other factors. Market conditions are subject to change and actual consumption of inventory could differ from forecasted demand. The Company's semiconductor products have historically had an unusually long lifecycle and obsolescence has not been a significant factor in the valuation of inventories. However, as the Company pursues opportunities in the mobile market, the product lifecycle may be shorter and increase the potential for obsolescence. The Company also regularly reviews the cost of inventory against estimated market value and records a lower of cost or market reserve for inventories that have a cost in excess of estimated market value.

### *Property and Equipment*

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is calculated on a straight-line basis over the estimated useful lives of the assets, generally three to seven years. Amortization of leasehold improvements and capital leases is computed on a straight-line basis over the shorter of the lease term or the estimated useful lives of the assets, generally two to seven years.

### *Long-Lived Assets*

The Company reviews the recoverability of its long-lived assets, such as property and equipment, prepaid wafer credits and investments, annually and when events or changes in circumstances occur that indicate that the carrying value of the asset or asset group may not be recoverable. The assessment of possible impairment is based on the Company's ability to recover the carrying value of the asset or asset

## **QUICKLOGIC CORPORATION** **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

group from the expected future pre-tax cash flows, undiscounted and without interest charges, of the related operations. If these cash flows are less than the carrying value of the asset or asset group, an impairment loss is recognized for the difference between estimated fair value and carrying value, and the carrying value of the related assets is reduced by this difference. The measurement of impairment requires management to estimate future cash flows and the fair value of long-lived assets. In December 2004, the Company recorded a \$3.2 million long-lived asset impairment charge (see Note 13).

## Licensed Intellectual Property

The Company licenses intellectual property that is incorporated into its products. Costs incurred under license agreements prior to the establishment of technological feasibility are included in research and development expense as incurred. Costs incurred for intellectual property once technological feasibility has been established and that can be used in multiple products are capitalized as a long-term asset. Once a product incorporating licensed intellectual property has production sales, the amount is amortized over the estimated useful life of the asset, generally five years. In 2004, \$337,000 of licensed intellectual property was amortized on a straight-line basis. In December 2004, the \$1.2 million unamortized balance of licensed intellectual property, previously reported as other long-term assets, was written-off in connection with the \$3.2 million long-lived asset impairment charge associated with the Company's QuickMIPS products (see Note 13).

## Revenue Recognition

The Company supplies standard products which must be programmed before they can be used in an application. The Company's products may be programmed by the Company, distributors, end customers or third parties. Once programmed, the Company's parts cannot be erased and, therefore, programmed parts are only useful to a specific customer.

The Company generally recognizes revenue as products are shipped if evidence of an arrangement exists, delivery has occurred, the sales price is fixed or determinable, collection of the resulting receivable is reasonably assured and product returns are reasonably estimable.

Revenue is recognized upon shipment of both programmed and unprogrammed parts to original equipment manufacturer ("OEM") customers, provided that legal title and risk of ownership have transferred.

The Company also sells to distributors under agreements that allow for price adjustments and, in the case of unprogrammed parts, certain rights of return on unsold inventory.

Because programmed parts can only be used by a specific customer, it is the Company's practice to agree upon any price adjustments with a distributor prior to shipment. Furthermore, distributors are not allowed any future price adjustments and have no rights of return on programmed parts. Accordingly, revenue is recognized upon delivery to a distributor since title and risk of ownership have transferred to the distributor, the price is fixed, no right of return exists and collection of the resulting receivable is reasonably assured.

Unprogrammed parts shipped to distributors may be used by multiple end customers and distributors may have certain return and price adjustment privileges on unsold inventory. Accordingly, revenue associated with unprogrammed parts is deferred until resale to the end customer.

## QUICKLOGIC CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Software revenue from sales of design tools is recognized when persuasive evidence of an agreement exists, delivery of the software has occurred, no significant Company obligations with regard to implementation or integration remain, the fee is fixed or determinable and collection is reasonably assured. Software revenue amounted to less than one percent of the Company's revenue for 2006, 2005 and 2004.

## Warranty costs

The Company generally warrants finished goods against defects in material and workmanship under normal use for twelve months from the date of shipment. The Company does not have significant product warranty related costs or liabilities. The one-time-programmable nature of QuickLogic's products minimizes warranty costs.

## Advertising

Costs related to advertising and promotion expenditures are charged to "Selling, general and administrative" expense as incurred. To date, costs related to advertising and promotion expenditures have not been material.

## Stock-Based Compensation

Effective January 2, 2006, the Company adopted the provisions of Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), "Share-Based Payment," ("SFAS 123(R)") which requires the measurement and recognition of expense related to the fair value of stock-based compensation awards. Accordingly, stock-based compensation is measured at the grant date and re-measured upon modification, as appropriate, based on the fair value of the award using the Black-Scholes option pricing model ("Black-Scholes"), and is recognized as expense over the requisite service period of the award. Black-Scholes requires the use of highly subjective, complex assumptions, including expected term and the price volatility of the Company's stock. The Company elected to use the modified prospective transition method upon implementation and, therefore, has not restated its financial results for prior periods. The Company previously applied Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB 25") and related interpretations and provided the required pro forma disclosures of SFAS No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"). In March 2005, the SEC issued Staff accounting Bulletin No. 107 ("SAB 107") relating to SFAS 123(R). The Company has applied the provisions of SAB 107 in its adoption of SFAS 123(R). See Note 12.

In November 2005, the Financial Accounting Standards Board ("FASB") issued FASB Staff Position ("FSP") No. FAS 123(R)-3 "Transition Election Related to Accounting for Tax Effects of Share-Based Payment Awards." The Company has elected to adopt the

alternative transition method provided in the FSP for calculating the tax effects of stock-based compensation pursuant to SFAS 123(R). The alternative transition method includes simplified methods to establish the beginning balance of the additional paid-in capital pool (“APIC pool”) related to the tax effects of stock-based compensation, and to determine the subsequent impact on the APIC pool and the tax effects of stock-based compensation awards that are outstanding upon adoption of SFAS 123(R).

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Concentration of Credit Risk*

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and cash equivalents, investment in Tower Semiconductor Ltd. and accounts receivable. Cash and cash equivalents are maintained with high quality institutions. See Note 5 for information regarding the Company’s investment in Tower. The Company’s accounts receivable are denominated in U.S. dollars and are derived primarily from sales to customers located in North America, Europe, Japan and Asia. The Company performs ongoing credit evaluations of its customers and generally does not require collateral.

The following distributors and customers accounted for 10% or more of the Company’s accounts receivable as of the dates presented:

	<u>December 31, 2006</u>	<u>January 1, 2006</u>
Distributor “A”	15%	25%
Customer “A”	13%	*
Customer “B”	12%	*
Customer “C”	11%	*
Customer “D”	*	18%
Distributor “B”	*	13%

\* Represents less than 10% of accounts receivable as of the date presented.

*Comprehensive Income (Loss)*

Comprehensive income (loss) includes all changes in equity (net assets) during a period from non-owner sources. Comprehensive income (loss) for the Company includes net income (loss) and unrealized holding gains or losses on Tower ordinary shares. See Note 5.

*New Accounting Pronouncements*

In June 2006, the FASB issued FASB interpretation No. 48, *“Accounting for Uncertainty in Income Taxes—an Interpretation of FASB Statement No. 109,”* (“FIN 48”). FIN 48 requires that the Company recognize in the consolidated financial statements the impact of a tax position that is more-likely-than-not to be sustained upon examination based on the technical merits of the position. The evaluation of a tax position in accordance with this interpretation is a two-step process. In the first step, recognition, the Company determines whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The second step addresses measurement of a tax position that meets the more-likely-than-not criteria. The tax position is measured at the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first subsequent financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold should be reversed in the first subsequent financial reporting period in which that threshold is no longer met. Use of a valuation allowance as described in FASB Statement No. 109 is not an appropriate substitute for the reversal of a tax position. The requirement to assess the need for a valuation allowance for deferred tax assets based on sufficiency of future taxable

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

income is unchanged by this interpretation. FIN 48 is effective for fiscal years beginning after December 15, 2006. The Company is currently evaluating the impact FIN 48 will have on its consolidated financial statements.

In July 2006, the FASB issued Emerging Issues Task Force (“EITF”) Issue No. 06-3, *“How Taxes Collected from Customers are Remitted to Governmental Authorities Should be Presented in the Income Statement (that is Gross versus Net Presentation),”* (“EITF 06-3”). The adoption of EITF 06-3 did not have an impact on the Company’s consolidated financial position or results of operations. The Company’s accounting policy has been to present the above mentioned taxes on a net basis, excluded from revenue.

In September 2006, the SEC issued Staff Accounting Bulletin No. 108, “*Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements*,” (“SAB 108”). SAB 108 was issued in order to eliminate the diversity of practice surrounding how public companies quantify financial statement misstatements. Traditionally, there have been two recognized methods for quantifying the effects of financial statement misstatements—the “rollover” method and the “iron curtain” method. The rollover method focuses primarily on the impact of a misstatement on the income statement, including the reversing effect of prior period misstatements, but its use can lead to the accumulation of misstatements on the balance sheet. The iron curtain method, on the other hand, focuses primarily on the effect of correcting the period-end balance sheet with less emphasis on the reversing effects of prior year errors on the income statement. Prior to the application of the guidance in SAB 108, the Company used the rollover method for quantifying the materiality of financial statement misstatements.

In SAB 108, the SEC established an approach that requires quantification of financial statement misstatements based on the effects of the misstatements on each of the Company’s consolidated financial statements and the related financial statement disclosures. This model is commonly referred to as a “dual approach” because it requires quantification of errors under both the iron curtain and the rollover methods. SAB 108 permits public companies to initially apply its provisions either by (i) restating prior financial statements as if the dual approach had always been applied or (ii) recording the cumulative effect of initially applying the dual approach as an adjustment to the opening balance of the carrying values of assets and liabilities in the year of adoption with an offsetting adjustment recorded to the opening balance of retained earnings (accumulated deficit). SAB 108 is effective for fiscal years ending after November 15, 2006, and is encouraged in any report for an interim period in the year of adoption. The Company elected early adoption of SAB 108 in relation to the results of its internal review of stock option granting practices and related accounting, and recorded the effects of applying SAB 108 using the cumulative effect transition method in the quarterly report on Form 10-Q for the second quarter of 2006. See Note 3.

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157, “*Fair Value Measurements*,” (“SFAS 157”). SFAS 157 establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The changes to current practice resulting from the application of SFAS 157 relate to the definition of fair value, the methods used to measure fair value and expanded disclosures about fair value measurements. SFAS 157 is effective for fiscal years beginning after November 15, 2007 and interim periods within those fiscal years. The Company is currently evaluating the impact that SFAS 157 will have on its consolidated financial statements.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

In February 2007, the FASB issued SFAS No. 159, “*The Fair Value Option for Financial Assets and Financial Liabilities*,” (“SFAS No. 159”). SFAS No. 159 permits companies to choose to measure certain financial instruments and certain other items at fair value. The standard requires that unrealized gains and losses on items for which the fair value option has been elected be reported in earnings. SFAS No. 159 is effective for fiscal years beginning after November 15, 2007, although earlier adoption is permitted. The Company is currently evaluating the impact that SFAS No. 159 will have on its consolidated financial statements.

**NOTE 3—CUMULATIVE EFFECT ADJUSTMENT UNDER SAB 108**

Under the direction of the Audit Committee of the Board of Directors, the Company voluntarily conducted an internal review of the Company’s historical stock option granting practices and related accounting for the period from October 15, 1999, the date of its initial public offering, through July 28, 2006. The review was initiated by the Audit Committee in response to media attention about stock option practices at other companies. The internal review, conducted under the guidance of outside legal counsel and with the assistance of outside accountants, is complete and the findings of the review were presented to the Audit Committee on November 16, 2006 and December 6, 2006. The findings of the review included, among other things, the following:

- There was no systematic pattern of selecting an exercise price based on the lowest stock price over the period preceding the grant.
- There were no pervasive practices to account for stock options in a manner inconsistent with GAAP or the Company’s stated policies and procedures.
- The errors identified during the six year period covered by the review were errors committed in the process of documenting grants and accounting for stock options associated with measurement dates, grants prior to meeting the definition of an employee under GAAP, non-employee grants, modification of options and previously reported deferred stock compensation charges.
- There was no evidence that the errors were motivated by any intention to mislead investors or affect reported financial results.
- Less than \$50,000 of the identified adjustments to previously issued consolidated financial statements were due to errors that occurred after October 2002.

The Company should have recorded additional non-cash stock-based compensation expense in the cumulative pre-tax amount of approximately \$964,000 in its previously issued consolidated financial statements. This amount consists of the following:

1. From October 1999 through May 2004, the date used to determine the exercise price for certain stock option grants preceded the finalization of the approval process of those grants for accounting purposes due to administrative errors in documenting or approving the grants. The total intrinsic value (the difference between the exercise price and the price of the Company’s stock on the measurement date) of these “in-the-money” grants, which should have been amortized over their vesting period in the Company’s previously issued consolidated financial statements, was approximately \$787,000.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

2. From October 1999 through July 2002, certain individuals were granted options prior to meeting all of the criteria of an employee under GAAP, as defined by APB 25 and related interpretations, due to errors in documenting the individuals' start of employment. The total intrinsic value of these grants, which should have been amortized over their vesting period in the Company's previously issued consolidated financial statements, was approximately \$449,000.
3. The Company found accounting errors related to non-employee option grants from January 2000 through October 2002 which resulted in total charges of \$328,000 that should have been recorded over their vesting period.
4. The Company found errors related to the modification of stock options to certain employees between March 2001 and August 2005, which resulted in \$132,000 of charges that should have been recorded. The errors were the result of unclear documentation and lapses in communication concerning employee termination agreements. Generally, these modifications were made in the context of separation agreements that permitted additional vesting and/or time to exercise options after the employee had ceased performing services.
5. In accordance with APB 25, the Company recorded deferred stock-based compensation in connection with grants of stock options to employees and directors prior to the Company's initial public offering if the fair market value of the Company's common stock determined for financial reporting purposes was greater than the fair value determined by the Board of Directors on the date of grant (commonly known as a "cheap stock" charge). As of October 15, 1999, the Company had approximately \$1.6 million of deferred stock-based compensation recorded in the stockholders' equity section of the balance sheet, which was amortized over the original vesting period of the stock options. During the review, the Company determined that the reported deferred stock-based compensation account was not properly adjusted to reflect forfeitures. If an option is forfeited, the deferred stock-based compensation balance related to unvested options should be reversed and no future expense recognized. As a result, total stock-based compensation expense was overstated by approximately \$732,000 from October 1999 through December 2003 due to this accounting error in the application of the provisions of APB 25.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Effective with the Company's second quarter of 2006 consolidated financial statements, the Company elected early adoption of SAB 108 (see Note 2). This accounting literature provides guidance on how to quantify the effects of prior year misstatements. At the time of the election, the Company had quantified the errors identified as a result of its stock option review and determined these errors to be individually and in the aggregate immaterial, considering all the quantitative and qualitative factors, to all fiscal years prior to fiscal 2006 under the rollover method, the method which was historically used by the Company. However, given that the effect of correcting these errors in 2006 would cause the 2006 consolidated financial statements to be materially misstated, the Company concluded that the cumulative effect adjustment method of initially applying the guidance of SAB 108 was appropriate. Accordingly, the Company elected to record the effects of applying SAB 108 using the cumulative effect transition method, which resulted in an increase to the carrying amount of the opening balance of additional paid-in capital and an offsetting entry to accumulated deficit to correct these errors. The cumulative adjustment is not recorded in the statements of operations. The impact on the previously reported accounts as of January 1, 2006, adjusted effective January 2, 2006, is as follows (in thousands):

	<b>SAB 108 Cumulative Effect Adjustment</b>	<b>January 1, 2006</b>	<b>January 2, 2006</b>
Additional paid-in capital	\$ 964	\$ 159,179	\$ 160,143
Accumulated deficit	(964)	(117,347)	(118,311)
Total stockholders' equity	—	42,237	42,237

The impact of the errors if they had been appropriately recorded in the Company's previously issued statements of operations is as follows (in thousands):

<b>Fiscal Years</b>	<b>Net Income (Loss) (as previously reported)</b>	<b>Adjustment</b>	<b>Net Income (Loss) (if adjusted)</b>
1999	\$ 3,161	\$ 45	\$ 3,206
2000	9,630	(233)	9,397
2001	(26,478)	(195)	(26,673)
2002	(31,287)	(148)	(31,435)
2003	(4,719)	(118)	(4,837)
2004	(8,832)	(230)	(9,062)

2005

2,350

(85)

2,265

\$ (964)

The tax effect of the identified adjustments is not significant since the Company has a deferred tax asset with a full valuation allowance due to the Company's net operating loss carryforwards.

Enacted in October 2004, Section 409A of the Internal Revenue Code significantly changed the rules for nonqualified deferred compensation plans. Section 409A imposes certain restrictions on stock awards that constitute deferred compensation. As a result of the stock option review, the Board of Directors modified options granted to two executive officers that resulted in an increase to their exercise price in order to eliminate any additional tax exposure under Section 409A and thereby maintain the incentive value of the options. The Company believes that the implications of Section 409A on grants with intrinsic value that vested after December 31, 2004 and modifications made to existing grants after October 3, 2004, along with potential remedial actions, is not material to its consolidated financial statements.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*SEC Inquiry*

On July 26, 2006, the Company notified the Securities and Exchange Commission ("SEC") that it was conducting an internal review of its historical stock option practices and related accounting. On August 1, 2006, the Company received an informal inquiry from the SEC requesting certain documents and information relating to the Company's practices, procedures and disclosures regarding its stock option grants. The Company complied with this and subsequent requests made by the SEC and intends to cooperate fully with the SEC.

*Nasdaq Delisting*

During 2006, the Company received two Nasdaq Staff Determination notices stating that it was not then in compliance with Marketplace Rule 4310(c)(14) because the Company had not timely filed its Forms 10-Q for the quarters ended July 2, 2006 and October 1, 2006 and, therefore, that the Company's securities were subject to delisting from the Nasdaq Global Market. On January 12, 2007, after the Company had provided all required information and filed its Forms 10-Q for the second and third quarters of 2006, the Panel determined to continue listing the Company's securities on the Nasdaq Global Market, ending the delisting proceedings.

**NOTE 4—NET INCOME (LOSS) PER SHARE**

Basic net income (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted net income (loss) per share was computed using the weighted average number of common shares outstanding during the period plus potentially dilutive common shares outstanding during the period under the treasury stock method. In computing diluted net income (loss) per share, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options. A reconciliation of the basic and diluted per share computations is as follows (in thousands, except per share amounts):

	Fiscal Years								
	2006			2005			2004		
	Net Loss	Shares	Per Share Amount	Net Income	Shares	Per Share Amount	Net Loss	Shares	Per Share Amount
Basic	\$(9,214)	28,485	\$(0.32)	\$2,350	26,954	\$ 0.09	\$ (8,832)	25,493	\$(0.35)
Effect of stock options	—	—	—	—	1,085	(0.01)	—	—	—
Diluted	\$(9,214)	28,485	\$(0.32)	\$2,350	28,039	\$ 0.08	\$ (8,832)	25,493	\$(0.35)

For 2006 and 2004, 7,464,000 and 8,888,000, respectively, of options outstanding were not included in the calculation of diluted net loss per share, as they were considered antidilutive due to the net loss the Company experienced during those periods. For 2005, 4,329,000 shares of common stock subject to outstanding options were antidilutive and, therefore, were not included in the calculation of diluted net income per share, as the per share exercise price for such options exceeded the average trading price of the Company's common stock during the respective period.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 5—INVESTMENT IN TOWER SEMICONDUCTOR LTD.**

On December 12, 2000, the Company entered into several agreements with Tower, as amended, under which the Company agreed to make a strategic investment in Tower of up to \$25 million as part of Tower's plan to build and equip a new wafer fabrication facility. During 2001 and 2002, the Company paid a total of \$21.3 million to Tower to fulfill its investment requirements under the agreement. In partial consideration for the investment, the Company received 1,757,368 Tower ordinary shares with an original cost of \$16.6 million. Due to write-downs in fiscal years 2001, 2002, 2004 and 2005 as a result of "other than temporary" declines in market value, the adjusted cost of the Company's Tower ordinary shares is \$1.17 per share. The Company sold a portion of the Tower ordinary shares in fiscal 2003.

As of December 31, 2006, the Company held 1,344,543 available for sale Tower ordinary shares with an unrealized gain of \$726,000 recorded in accumulated other comprehensive income in the balance sheet, representing the difference between the adjusted cost per share and \$1.71 per share, their market value on the last trading day of the reporting period. The Company plans to continue to hold 450,000 of the Tower ordinary shares in order to receive competitive product pricing under the agreements with Tower and has recorded these shares as a long-term investment on the balance sheets. The remaining 894,543 shares are classified as a short-term investment on the balance sheets.

The Company also received \$4.7 million in prepaid wafer credits in partial consideration for the investment, \$3.6 million of which remained available as of the end of 2006. The credits have no stated maturity and the Company has guaranteed capacity at Tower through at least 2010. These credits are recorded within long-term other assets on the balance sheets and can be applied toward wafer purchases from Tower at 15% of the value of future purchases.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 6—BALANCE SHEET COMPONENTS**

	December 31, 2006	January 1, 2006
	(in thousands)	
<b>Inventory:</b>		
Raw materials	\$ 791	\$ 916
Work-in-process	7,845	6,314
Finished goods	428	600
	<u>\$ 9,064</u>	<u>\$ 7,830</u>
<b>Other current assets:</b>		
Prepaid expenses	\$ 1,566	\$ 1,064
Other	328	201
	<u>\$ 1,894</u>	<u>\$ 1,265</u>
<b>Property and equipment:</b>		
Equipment	\$ 13,477	\$ 13,264
Software	9,370	8,610
Furniture and fixtures	824	825
Leasehold improvements	803	802
	<u>24,474</u>	<u>23,501</u>
Accumulated depreciation and amortization	(18,994)	(17,804)
	<u>\$ 5,480</u>	<u>\$ 5,697</u>
<b>Other assets:</b>		
Prepaid wafer credits	\$ 3,634	\$ 4,227
Other	404	188
	<u>\$ 4,038</u>	<u>\$ 4,415</u>
<b>Accrued liabilities:</b>		
Employee related accruals	\$ 1,150	\$ 2,026
Other	1,312	1,408
	<u>\$ 2,462</u>	<u>\$ 3,434</u>

Assets acquired under capital leases and included in property and equipment were \$2.1 million and \$1.3 million at the end of 2006 and 2005, respectively. The Company recorded accumulated depreciation on leased assets of \$940,000 and \$110,000 as of the end of 2006 and 2005, respectively. As of December 31, 2006 and January 1, 2006, the capital lease obligation relating to these assets was \$1.4 million and \$1.5 million, respectively.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 7—OBLIGATIONS**

	<u>December 31, 2006</u>	<u>January 1, 2006</u>
	(in thousands)	
<b>Debt and capital lease obligations:</b>		
Notes payable to bank	\$ 2,526	\$ 1,443
Capital leases	<u>1,384</u>	<u>1,510</u>
	<u>3,910</u>	<u>2,953</u>
Current portion of debt and capital lease obligations	<u>(2,292)</u>	<u>(1,790)</u>
	<u>\$ 1,618</u>	<u>\$ 1,163</u>

At December 31, 2006, future payments under the Company's obligations are as follows:

<u>Fiscal Years</u>	<u>Notes Payable to Bank</u>	<u>Capital Lease Obligations</u>
	(in thousands)	
2007	\$ 1,234	\$ 1,058
2008	848	300
2009	<u>444</u>	<u>26</u>
	<u>\$2,526</u>	<u>\$ 1,384</u>

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Revolving Line of Credit and Notes Payable to Bank*

Effective June 2006, the Company entered into a Second Amended and Restated Loan and Security Agreement with Silicon Valley Bank. Terms of the agreement included a \$5.0 million revolving line of credit that is available through June 2008 and an additional \$2.0 million of borrowing capacity under the equipment line of credit that is available to be drawn against through June 2007. Advances under the equipment line of credit must be repaid in either 30 or 36 monthly equal installments, depending upon the nature of the items financed. Terms of the various advances under the agreement are as follows (in thousands):

	<u>Original Balance</u>	<u>Balance at December 31, 2006</u>	<u>Available Credit</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
<b>Revolving Line of Credit:</b>					
Non-formula advances	n/a	—	5,000	Greater of Prime + 0.50% or 8.5%	June 28, 2008
<b>Equipment Line of Credit:</b>					
Notes payable	859	194	n/a	Prime + 2.00%	Multiple draws maturing on or before December 2007
Notes payable	550	193	n/a	Prime + 2.00%	Multiple draws maturing on or before April 2008
Notes payable	932	713	n/a	Prime + 1.75%	Multiple draws maturing on or before April 2009
Notes payable	1,558	1,426	n/a	Prime + 1.00%	Multiple draws maturing on or before September 2009
Notes payable	n/a	—	442	Prime + 1.00% or Treasury + 4.00%	30 or 36 months from date of advance
<b>Total</b>	<b>\$ 2,526</b>				

The bank has a first priority security interest in substantially all of the Company's tangible and intangible assets to secure any outstanding amounts under the agreement. Under the terms of the agreement, the Company must maintain a minimum tangible net worth and adjusted quick ratio. The agreement also has certain restrictions including, among others, on the incurrence of other indebtedness, the maintenance of depository accounts, the disposition of assets, mergers, acquisitions, investments, the granting of liens and the payment of dividends. The Company was in compliance with the financial covenants of the agreement as of the end of 2006.

At December 31, 2006, the prime rate under the credit facility was 8.25%. As of the end of 2006 and 2005, \$1.3 million and

\$387,000, respectively, of amounts outstanding under the equipment line of credit were classified as long-term obligations.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Capital Leases*

In December 2005, the Company leased design software and related maintenance under a two-year capital lease at an imputed interest rate of 8.5% per annum. Terms of the agreement require the Company to make quarterly payments of approximately \$204,000 through November 2007. The Company recorded a capital asset for \$1.2 million that is being depreciated over the term of the agreement, prepaid maintenance of \$272,000 that is being amortized over the term of the agreement and a capital lease obligation of \$1.5 million. As of the end of 2006, \$776,000 was outstanding under the capital lease, zero of which was classified as a long-term obligation.

In January 2006, the Company leased design software tools and related maintenance under a three-year capital lease at an imputed interest rate of 9.0% per annum. Terms of the agreement require the Company to make semi-annual payments of approximately \$148,000 through July 2008. The Company recorded a capital asset for \$633,000 that is being depreciated over the term of the agreement, prepaid maintenance of \$158,000 that is being amortized over the term of the agreement and a capital lease obligation of \$791,000. As of the end of 2006, \$530,000 was outstanding under the capital lease, \$277,000 of which was classified as a long-term obligation.

In the fourth quarter of 2006, the Company entered into a capital lease obligation in the amount of \$77,000 to finance design software. The capital lease obligation has an imputed interest rate of 9.25% per annum and is being repaid in annual amounts of \$28,000 through January 2009. As of end of 2006, \$77,000 was outstanding under the capital lease, \$49,000 of which was classified as a long-term obligation.

**NOTE 8—DEFERRED ROYALTY REVENUE**

In October 2000, the Company entered into a technology license and wafer supply agreement with Aeroflex Incorporated (“Aeroflex”). Under the terms of the agreement, the Company received \$750,000 of prepaid royalties. In addition, Aeroflex receives a prepaid royalty credit for a portion of the amounts paid for wafers purchased from the Company under the agreement. Prepaid royalties are recognized as revenue when Aeroflex reports the sale of products incorporating the licensed technology. As of the end of 2006 and 2005, the Company had recorded approximately \$960,000 and \$1.4 million, respectively, of deferred royalty revenue under this agreement, which was classified as a current liabilities as of December 31, 2006 since Aeroflex reported sales information to the Company for the first time in the fourth quarter of 2006. The Company recognized \$654,000 of royalty revenue under the agreement in late 2006.

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 9—INCOME TAXES**

The following table presents the U.S. and foreign components of consolidated income (loss) before income taxes and the provision for income taxes (in thousands):

	Fiscal Years		
	2006	2005	2004
Income (loss) before income taxes:			
U.S.	\$(9,303)	\$2,470	\$(8,946)
Foreign	160	49	114
Income (loss) before income taxes	<u>\$(9,143)</u>	<u>\$2,519</u>	<u>\$(8,832)</u>
Provision for income taxes:			
Current:			
Federal	\$ —	\$ —	\$ —
State	1	—	—
Foreign	105	96	—
Subtotal	<u>106</u>	<u>96</u>	<u>—</u>
Deferred:			
Federal	—	—	—
State	—	—	—
Foreign	(35)	73	—
Subtotal	<u>(35)</u>	<u>73</u>	<u>—</u>

As of the end of 2006, cumulative unremitted foreign earnings of \$3.0 million are considered to be permanently invested outside the United States. Accordingly, no U.S. taxes have been provided.

A rate reconciliation between income tax provisions at the U.S. federal statutory rate and the effective rate reflected in the consolidated statement of operations is as follows:

	<b>Fiscal Years</b>		
	<b>2006</b>	<b>2005</b>	<b>2004</b>
Provision at statutory rate	34.0%	34.0%	34.0%
Foreign taxes	(0.8)	6.7	—
Future benefit of deferred tax assets not recognized	(34.0)	(34.0)	(34.0)
	<u>(0.8)%</u>	<u>6.7%</u>	<u>0.0%</u>

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Deferred tax balances are comprised of the following (in thousands):

	<b>December 31, 2006</b>	<b>January 1, 2006</b>
Deferred tax assets:		
Net operating loss carryforward	\$ 27,572	\$ 25,543
Accruals and reserves	5,949	5,854
Credit carryforward	5,503	5,799
Unrealized loss on marketable securities	5,154	5,154
Depreciation and amortization	3,720	3,714
Stock-based compensation	383	—
	48,281	46,064
Valuation allowances	(48,281)	(46,064)
Deferred tax asset	\$ —	\$ —
Deferred tax liability	\$ (23)	\$ (73)

Due to the uncertainties surrounding the realization of the deferred tax assets resulting from the Company's accumulated deficit and net tax losses in prior years, the Company has provided a full valuation allowance against the associated deferred tax assets. Accordingly, no income tax benefit was recorded in 2006, 2005 and 2004 related to net operating loss carryforwards. The Company will continue to assess the realizability of the deferred tax assets in future periods.

At end of 2006, the Company had net operating loss carryforwards for federal and state income tax purposes of approximately \$82.1 million and \$22.0 million, respectively. These carryforwards, if not utilized to offset future taxable income and income taxes payable, will expire beginning in 2007 for federal and state purposes. Included in the net operating loss carryforward amount is \$4.3 million and \$3.1 million for federal and state income tax purposes, respectively, of stock option deductions that, when recognized, will result in a credit to stockholders' equity.

Under the Tax Reform Act of 1986, the amount of and the benefit from net operating losses that can be carried forward may be impaired in certain circumstances. Events which may cause changes in the Company's tax carryforwards include, but are not limited to, a cumulative ownership change of more than 50% over a three-year period. Since inception, the Company has had cumulative changes in ownership which will limit the loss carryforward deduction under IRC Section 382. However, the Company believes that such limitations will not have a material effect on the future utilization of losses.

#### **NOTE 10—STOCKHOLDERS' EQUITY**

##### *Common and Preferred Stock*

The Company has authorized 100 million shares of common stock and has authorized, but not issued, ten million shares of undesignated preferred stock. Without any further vote or action by the Company's stockholders, the Board of Directors has the authority to determine the powers, preferences, rights, qualifications, limitations or restrictions granted to or imposed upon any wholly unissued shares of undesignated preferred stock.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

## *Rights Plan*

In November 2001, the Board of Directors adopted a Rights Agreement which provides for a dividend of one Preferred Stock Purchase Right (each a “Right” and collectively, the “Rights”) for each share of common stock of the Company. Each Right will entitle stockholders to buy one ten-thousandth of a share of Series A Junior Participating Preferred Stock of QuickLogic at an exercise price of \$32.50, subject to adjustment. The Rights will become exercisable only if a person or group becomes the beneficial owner of 15% or more of the common stock, or commences a tender or exchange offer which would result in the offeror beneficially owning 15% or more of common stock, without the approval of the Board of Directors. The Company is entitled to redeem the Rights at \$0.001 per Right up to ten days after the public announcement of a 15% holder. If not earlier terminated or redeemed, the Rights will expire on November 27, 2011.

## **NOTE 11—EMPLOYEE STOCK PLANS**

### *1989 Stock Option Plan*

The 1989 Stock Option Plan (the “1989 Plan”) provided for the issuance of incentive and nonqualified options for the purchase of up to 4.6 million shares of common stock. Options granted under the 1989 Plan have a term of up to ten years, and typically vest at a rate of 25% of the total grant per year over a four-year period. In September 1999, the Company adopted the 1999 Stock Plan and no further stock option grants were made under the 1989 Plan.

### *1999 Stock Plan*

The 1999 Stock Plan (the “1999 Plan”) was adopted by the Board of Directors in August 1999 and was approved by the Company’s stockholders in September 1999. As of the end of 2006, approximately 13.6 million shares were reserved for issuance under the 1999 Plan. In addition, each January an annual increase is added to the 1999 Plan equal to the lesser of (i) 5,000,000 shares, (ii) 5% of the Company’s outstanding shares on such date, or (iii) a lesser amount determined by the Board of Directors. Options that are cancelled under the 1989 Plan also become available for grant under the 1999 Plan. Options granted under the 1999 Plan have a term of up to ten years. Options typically vest at a rate of 25% one year after the vesting commencement date, and one forty-eighth for each month of service thereafter. However, the Company has implemented a different vesting schedule in the past and may implement different vesting schedules in the future with respect to any new stock option grant.

### *Employee Stock Purchase Plan*

The 1999 Employee Stock Purchase Plan (“ESPP”) was adopted by the Board of Directors in August 1999 and was approved by the Company’s stockholders in September 1999. As of the end of 2006, approximately 5.3 million shares were reserved for issuance under the ESPP. In addition, each August an annual increase is added to the ESPP equal to the lesser of (i) 1,500,000 shares, (ii) 4% of the Company’s outstanding shares on such date, or (iii) a lesser amount determined by the Board of Directors.

Through the purchase period ending November 2005, the ESPP contained consecutive, overlapping, twenty-four month offering periods. Each offering period included four six-month purchase periods. The ESPP permitted participants to purchase shares through payroll deductions at 85% of the lower of the fair market value of the common stock at the beginning of an offering period or the end of a purchase period.

## **QUICKLOGIC CORPORATION** **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

Effective November 2005, the Board of Directors amended the ESPP to provide for six-month offering periods. Participants purchase shares through payroll deductions of up to 20% of an employee’s total compensation (maximum of 20,000 shares per offering period). The amended ESPP permits the Board of Directors to determine, prior to each offering period, whether participants purchase shares at: (i) 85% of the fair market value of the common stock at the end of the offering period; or (ii) 85% of the lower of the fair market value of the common stock at the beginning or the end of an offering period. The Board of Directors has determined that, until further notice, future offering periods will be made at 85% of the lower of the fair market value of the common stock at the beginning or the end of an offering period. As a result of the Company’s internal review of stock option grants and related accounting (see Note 3), employee contributions to the ESPP were suspended effective August 2006 and amounts previously withheld from employees were refunded in November 2006. The current offering period under the ESPP commenced on January 24, 2007, once the Company was current with its SEC and Nasdaq filing requirements, and will end on May 14, 2007, the next regularly scheduled purchase date.

## **NOTE 12—STOCK-BASED COMPENSATION**

Effective January 2, 2006, the Company adopted the provisions of SFAS 123(R), using the modified prospective transition method, which requires the measurement and recognition of expense related to the fair value of stock-based compensation awards made to employees and directors, over the requisite service period.

### *Periods Prior to Adoption of SFAS 123(R)*

Prior to the adoption of SFAS 123(R) in 2006, the Company applied APB 25 and related interpretations and provided the required pro forma disclosures of SFAS 123, as amended by SFAS No. 148, *“Accounting for Stock-Based Compensation—Transition and Disclosures.”* The pro forma information in the following table illustrates the effect on net income (loss) and net income (loss) per share for 2005 and 2004 as if the Company had applied the fair value recognition provisions of SFAS 123 (in thousands, except per share amounts):

	Fiscal Years	
	<u>2005</u>	<u>2004</u>
Net income (loss)—as reported	\$ 2,350	\$ (8,832)
Less: Stock-based compensation expense related to stock option plans determined under the fair value based method, net of tax	(3,073)	(4,398)
Less: Stock-based compensation expense related to the stock purchase plan determined under the fair value based method, net of tax	(582)	(750)
Net loss—as adjusted	<u>\$ (1,305)</u>	<u>\$ (13,980)</u>
Net income (loss) per share—as reported:		
Basic	\$ 0.09	\$ (0.35)
Diluted	<u>\$ 0.08</u>	<u>\$ (0.35)</u>
Net loss per share—as adjusted:		
Basic	\$ (0.05)	\$ (0.55)
Diluted	<u>\$ (0.05)</u>	<u>\$ (0.55)</u>

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**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

In the pro forma information required under SFAS 123 for the periods prior to 2006, the Company used the Black-Scholes option pricing model to value stock-based compensation awards and accounted for forfeitures as they occurred.

*Impact of the Adoption of SFAS 123(R)*

The Company adopted SFAS 123(R) using the modified prospective transition method beginning January 2, 2006, the first day of the Company's fiscal year 2006. In accordance with the modified prospective transition method, the Company's consolidated financial statements for prior periods have not been restated to reflect, and do not include, the impact of SFAS 123(R). Effective with the adoption of SFAS 123(R), stock-based compensation expense is recognized in the Company's consolidated statements of operations and includes (i) compensation expense for stock-based compensation awards granted prior to, but not yet vested as of January 1, 2006, based on the grant-date fair value estimated and re-measured upon modification in accordance with the pro forma provisions of SFAS 123, and (ii) compensation expense for the stock-based compensation awards granted or modified subsequent to January 1, 2006, based on the grant-date fair value estimated in accordance with the provisions of SFAS 123(R). The impact of SFAS 123(R) on the Company's consolidated financial statements for 2006 was as follows (in thousands, except per share amounts):

	Fiscal Year <u>2006</u>
Cost of Revenue	\$ 183
Research and development	368
Selling, general and administrative	894
Total costs and expenses	<u>\$ 1,445</u>
Effect on net loss per share:	
Basic	\$ (0.05)
Diluted	<u>\$ (0.05)</u>

The amount of stock-based compensation included in inventory at the end of 2006 was not material.

Stock-based compensation expense recorded during 2006 had no effect on the Company's cash flows or its provision for income taxes.

As required by SFAS 123(R), the Company has made an estimate of expected forfeitures and is recognizing compensation costs only for those equity awards expected to vest. The cumulative effect of forfeitures upon adoption of SFAS 123(R) was not material.

*Valuation Assumptions*

SFAS 123(R) requires companies to estimate the fair value of stock-based compensation awards on the grant date using an option pricing model. The value of the portion of the award that is ultimately expected to vest is recognized as expense over the requisite service periods in the Company's consolidated statements of operations. The Company measures the fair value of stock-based compensation awards using the Black-Scholes option pricing model. Black-Scholes, as well as other currently accepted option valuation models, was developed to estimate the fair value of freely tradable, fully transferable options without vesting restrictions. These assumptions differ significantly from the characteristics of the Company's stock-based compensation awards. Black-Scholes also requires the use of highly subjective, complex assumptions, including expected term and the price volatility of the Company's stock.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The following weighted average assumptions are included in the estimated fair value calculations for stock option grants:

	<b>Fiscal Years</b>		
	<b>2006</b>	<b>2005</b>	<b>2004</b>
Expected term (years)	5.6	3.9	5.2
Risk-free interest rate	4.48%	3.89%	3.7%
Expected volatility	80%	93%	80%
Estimated pre-vesting annual forfeiture rate—employees	7.5% - 8.1%	—	—
Estimated pre-vesting annual forfeiture rate—executive officers	1.6%	—	—
Dividend yield	—	—	—

The methodologies for determining the above values were as follows:

- *Expected term:* The expected term represents the period that the Company's stock-based awards are expected to be outstanding and is estimated based on historical experience.
- *Risk-free interest rate:* The risk-free interest rate assumption is based upon the observed interest rate appropriate for the expected term of the Company's employee stock options.
- *Expected volatility:* The Company determines expected volatility based on historical volatility of the Company's common stock, and other factors.
- *Dividend yield:* The dividend yield assumption is based on the Company's intent not to issue a dividend under its dividend policy.
- *Estimated pre-vesting forfeitures:* When estimating pre-vesting forfeitures, the Company considers termination behavior based on actual historical information for the class of employees.

The weighted average estimated fair value for options granted during 2006, 2005 and 2004 was \$2.27, \$2.44 and \$1.97 per option, respectively. As of the end of 2006, the fair value of unvested stock-based compensation awards, net of expected forfeitures, was approximately \$3.4 million, which is expected to be recognized over the next four years.

**Employee Stock Purchase Plan**

The offering period ending May 2006 under the ESPP provided that shares be purchased at 85% of the fair market value of the common stock at the end of the offering period. Accordingly, the fair value of stock-based compensation awards under the ESPP was recognized based upon employee deductions and the purchase discount, rather than using a pricing model. In connection with the May 2006 offering period, approximately 86,000 shares of common stock were purchased. Stock-based compensation relating to the ESPP was \$47,000 in 2006.

The Company cancelled the offering period ended November 2006 due to its internal review of stock option granting and related accounting practices (see Notes 3 and 11).

The current offering period under the ESPP commenced on January 24, 2007, once the Company was current with its filings as required by the SEC and the Nasdaq, and will end on May 14, 2007, the next regularly scheduled purchase date.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The following weighted average assumptions for 2005 and 2004 are included in the estimated fair value calculations for rights to purchase stock under the ESPP for the proforma disclosures of SFAS 123:

	<b>Fiscal Years</b>	
	<b>2005</b>	<b>2004</b>
Expected life (months)	6.0	6.0
Risk-free interest rate	3.57%	1.94%
Volatility	61%	64%
Dividend yield	—	—

The methodologies for determining the above values were as follows:

- *Expected term:* The expected term represents the six-month purchase period contained in the ESPP.
- *Risk-free interest rate:* The risk-free interest rate assumption is based upon observed interest rate appropriate for the six-month purchase period.
- *Expected volatility:* The Company determines expected volatility based on historical volatility of the Company's common stock, and other factors, for the six-month purchase period.

· *Dividend yield:* The dividend yield assumption is based on the Company's intent not to issue a dividend under its dividend policy.

The purchase discount of rights issued pursuant to the Company's ESPP during 2006 was \$0.84 per right. The weighted average estimated fair value, as defined by SFAS 123, of rights issued pursuant to the Company's ESPP during 2005 and 2004 was \$0.89 and \$1.41 per right, respectively. For 2005 and 2004, the fair value of rights granted was estimated on the date of grant using Black-Scholes.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

*Stock-Based Compensation Award Activity*

The following table summarizes stock-based compensation award activity under the 1989 Plan and the 1999 Plan, and the related weighted average exercise price, for 2006, 2005 and 2004:

	Shares Available for Grant (in thousands)	Number of Shares (in thousands)	Options Outstanding Weighted Average Exercise Price
Balance at December 29, 2003	3,827	8,225	\$ 5.73
Authorized	1,241	—	—
Granted	(1,396)	1,396	2.93
Forfeited or expired	338	(338)	6.37
Exercised	—	(395)	1.03
Balance at January 2, 2005	4,010	8,888	5.48
Authorized	1,316	—	—
Granted	(207)	207	3.77
Forfeited or expired	1,539	(1,539)	7.45
Exercised	—	(821)	2.20
Balance at January 1, 2006	6,658	6,735	5.37
Authorized	1,394	—	—
Granted	(1,711)	1,711	3.25
Forfeited or expired	284	(284)	9.02
Exercised	—	(698)	3.07
Balance at December 31, 2006	<u>6,625</u>	<u>7,464</u>	<u>\$4.97</u>

As of the end of 2006, 2005 and 2004, options to purchase 5,689,000, 5,830,000 and 5,988,000 shares were vested, respectively.

Significant exercise price ranges of options outstanding, related weighted average exercise prices, intrinsic value and contractual life information at the end of 2006 was as follows:

Range of Exercise Prices	Options Outstanding				Options Exercisable			
	Options Outstanding (in thousands)	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)	Options Vested and Exercisable (in thousands)	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Aggregate Intrinsic Value (in thousands)
\$0.97 – \$ 2.85	2,062	6.72	\$ 2.26	\$1,455	1,675	6.06	\$ 2.14	\$ 1,383
2.87 – 3.23	1,873	8.41	3.01	2	727	6.11	3.00	—
3.25 – 5.03	1,922	4.81	4.32	—	1,759	4.44	4.31	—
5.07 – 34.56	1,607	4.20	11.50	—	1,528	3.93	11.80	—
\$0.97 – \$34.56	<u>7,464</u>	<u>6.11</u>	<u>\$ 4.97</u>	<u>\$1,457</u>	<u>5,689</u>	<u>4.99</u>	<u>\$ 5.52</u>	<u>\$ 1,383</u>

The aggregate intrinsic value in the table above represents the total pretax intrinsic value, based on the Company's closing stock price of \$2.97 as of the end of the Company's current reporting period, which would have been received by the option holders had all option holders exercised their options as of that date. The total number of shares of common stock underlying in-the-money options exercisable as of the end of 2006 was 1,675,000.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

The total intrinsic value of options exercised during 2006 was \$1.6 million. Total cash received from employees as a result of employee stock option exercises during 2006 was approximately \$2.1 million. The Company settles employee stock option exercises with

newly issued common shares. In connection with these exercises, there was no tax benefit realized by the Company due to the Company's current loss position.

On December 21, 2005, the Compensation Committee of the Company's Board of Directors approved the vesting acceleration of unvested, "out-of-the-money" stock options awarded under its 1999 Stock Plan. The purpose of the accelerated vesting was to reduce future compensation expense associated with the accelerated stock options upon adoption of SFAS 123(R) by approximately \$380,000 and because the outstanding options were not fully achieving their original objective of incentive compensation and employee retention due to exercise prices which were in excess of the current market value. A total of 187,703 shares with exercise prices ranging from \$4.08 to \$8.70 were accelerated under the program. The accelerated stock options had a weighted average exercise price of \$5.45. On average, the accelerated options would otherwise have completed vesting over 1.6 years from the date of acceleration.

In the third and fourth quarters of 2006, the Company modified certain vested options held by individuals that terminated their employment with the Company during those periods. The modifications extended the post-termination exercise period of the modified options. The purpose of the modification was to offer the former employees an opportunity to exercise their vested options that otherwise would have been cancelled as a result of the black-out period imposed by the Company during its stock option review. A total of 433,301 shares with exercise prices ranging from \$0.97 to \$4.66 were modified, resulting in a charge of \$70,000 being recorded in the consolidated statement of operations.

#### **NOTE 13—LONG-LIVED ASSET IMPAIRMENT**

During the fourth quarter of 2004, the Company evaluated the revenue potential of its products based upon discussions with potential customers, consultations with external advisors, review of actual sales levels and analysis of current and future design opportunities. Based upon this evaluation, the Company determined that the future revenue outlook for its QuickMIPS products was lower than previously expected. Accordingly, the Company performed an impairment assessment on the long-lived assets associated with these products. The preliminary assessment, based upon undiscounted cash flows, indicated that these assets were impaired. In order to determine the fair value of these assets, the Company performed a probability-weighted assessment of the expected revenue and related cash flows, discounted using a risk-free interest rate. Based upon this assessment, the Company recorded a \$3.2 million long-lived asset impairment charge as an operating expense during 2004, which was allocated to the related long-lived assets on a pro rata basis using the carrying value of the assets immediately before the impairment charge. This \$3.2 million impairment charge was reflected on the Company's balance sheets as a reduction in the carrying value of the related long-term assets. This write-down did not affect the carrying value of the related inventory.

### **QUICKLOGIC CORPORATION NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

#### **NOTE 14—INFORMATION CONCERNING PRODUCT LINES, GEOGRAPHIC INFORMATION AND REVENUE CONCENTRATION**

The Company identifies its business segments based on business activities, management responsibility and geographic location. For all periods presented, the Company operated in a single reportable business segment.

The following is a breakdown of revenue by product family (in thousands):

	Fiscal Years		
	2006	2005	2004
<i>Revenue by product family(1):</i>			
Mature products	\$16,976	\$29,954	\$26,515
Embedded standard products	8,422	11,750	12,823
Advanced embedded standard products	8,872	6,555	5,274
Royalty	654	—	—
Total revenue	<u>\$34,924</u>	<u>\$48,259</u>	<u>\$44,612</u>

- (1) The mature product family includes pASIC 1, pASIC 2 and pASIC 3 products. The embedded standard products family includes QuickRAM, QuickPCI, QuickDSP, QuickFC and V3 products. The advanced embedded standard products family includes Eclipse, PolarPro, Eclipse II, QuickPCI II and QuickMIPS products, as well as programming hardware and software.

The following is a breakdown of revenue by shipment destination (in thousands):

	Fiscal Years		
	2006	2005	2004
<i>Revenue by geography:</i>			
United States	\$15,969	\$24,050	\$19,759
Europe	11,309	11,913	10,438
Japan	3,177	5,852	7,911
China	2,057	1,949	1,940
Rest of North America	1,442	3,182	2,446
Rest of Asia Pacific	970	1,313	2,118
Total revenue	<u>\$34,924</u>	<u>\$48,259</u>	<u>\$44,612</u>

Two distributors of the Company's products accounted for 26% and 11% of revenue in 2006. A contract manufacturer, purchasing the Company's products for use in a telecom design for an OEM application, and a domestic OEM accounted for 14% and 13% of revenue in 2006, respectively.

Two distributors of the Company's products accounted for approximately 22% and 19% of revenue in 2005. A domestic OEM accounted for 13% of revenue in 2005.

Three distributors of the Company's products accounted for approximately 22%, 13% and 11% of revenue in 2004.

As of the end of 2006, less than 10% of the Company's long-lived assets, including property and equipment and other assets, were located outside the United States.

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**NOTE 15—COMMITMENTS**

Certain of the Company's wafer manufacturers require the Company to forecast wafer starts several months in advance. The Company is committed to take delivery of and pay for a portion of forecasted wafer volume. As of the end of 2006 and 2005, the Company had \$2.1 million and \$2.7 million, respectively, of outstanding commitments for the purchase of wafer inventory.

The Company leases, with an option to renew, its primary facility under a non-cancelable operating lease that expires in 2009. The Company has subleased a portion of its primary facilities to a tenant until November 2007. In addition, the Company rents development facilities in Canada and India as well as sales offices in Europe and Asia. Total rent expense, net of sublease income, during 2006, 2005 and 2004 was approximately \$850,000, \$830,000 and \$860,000, respectively.

Future minimum lease commitments under the Company's operating leases, net of sublease income and excluding property taxes and insurance, are as follows:

<u>Fiscal Years</u>	<u>Operating Leases (In thousands)</u>
2007	\$ 740
2008	791
2009	295
2010	14
2011 and thereafter	—
	<u>\$1,840</u>

**NOTE 16—LITIGATION**

On October 26, 2001, a putative securities class action was filed in the U.S. District Court for the Southern District of New York against certain investment banks that underwrote QuickLogic's initial public offering, QuickLogic and some of QuickLogic's officers and directors. The complaint alleges excessive and undisclosed commissions in connection with the allocation of shares of common stock in QuickLogic's initial and secondary public offerings and artificially high prices through "tie-in" arrangements which required the underwriters' customers to buy shares in the aftermarket at pre-determined prices in violation of the federal securities laws. Plaintiffs seek an unspecified amount of damages on behalf of persons who purchased QuickLogic's stock pursuant to the registration statements between October 14, 1999 and December 6, 2000. Various plaintiffs have filed similar actions asserting virtually identical allegations against over 300 other public companies, their underwriters, and their officers and directors arising out of each company's public offering. These actions, including the action against QuickLogic, have been coordinated for pretrial purposes and captioned *In re Initial Public Offering Securities Litigation*, 21 MC 92. A stipulation of settlement for the claims against the issuer defendants, including the Company, has been signed and was submitted to the court. Under the stipulation of settlement, the plaintiffs will dismiss and release all claims against participating defendants in exchange for a contingent payment guaranty by the insurance companies collectively responsible for insuring the issuers in all the related cases, and the assignment or surrender to the plaintiffs of certain claims the issuer defendants may have against the underwriters. Under the guaranty, the insurers will be required to pay the amount, if any, by which \$1.0 billion exceeds the aggregate amount ultimately collected by the plaintiffs from the underwriter defendants in all the cases. On February 15, 2005, the court preliminarily approved

**QUICKLOGIC CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

the settlement contingent on specified modifications. The settlement is still subject to court approval and a number of other conditions. There is no guarantee that the settlement will become effective. On December 5, 2006, the Court of Appeals for the Second Circuit reversed the Court's October 2004 order certifying a class in six test cases that were selected by the underwriter defendants and plaintiffs in the coordinated proceedings. QuickLogic is not among the test cases and it is unclear what impact this will have on the class certified in the QuickLogic action or on the proposed settlement pending before the court. If this settlement does not occur and litigation against QuickLogic continues, the Company intends to defend the case vigorously.

On November 2, 2006 and November 29, 2006, purported shareholder derivative complaints were filed against certain of the Company's current and former officers and directors in the U.S. District Court for the Northern District of California. The complaints allege that the individual defendants violated the federal securities laws and breached their duties to the Company in connection with the granting and/or receipt of options for Company stock. The complaints name the Company as a nominal defendant and seek unspecified monetary damages against the individual defendants as well as various forms of injunctive relief.

No estimate can be made of the possible loss or possible range of loss associated with the resolution of these contingencies and, accordingly, the Company has not recorded a liability.

From time to time, the Company is involved in legal actions arising in the ordinary course of business, including but not limited to intellectual property infringement and collection matters. Absolute assurance cannot be given that third party assertions will be resolved without costly litigation in a manner that is not adverse to the Company's financial position, results of operations or cash flows or without requiring royalty or other payments in the future which may adversely impact gross profit.

#### SUPPLEMENTARY FINANCIAL DATA QUARTERLY DATA (UNAUDITED)

	Quarters Ended							
	Dec. 31, 2006	Oct. 1, 2006	July 2, 2006	April 2, 2006	Jan. 1, 2006	Oct. 2, 2005	July 3, 2005	April 3, 2005
(in thousands, except per share data)								
<b>Statement of Operations</b>								
Revenue	\$ 7,744	\$ 8,598	\$ 9,249	\$ 9,333	\$ 10,317	\$ 12,645	\$ 12,770	\$ 12,527
Cost of revenue	4,387	5,371	4,221	3,760	4,296	4,326	4,614	4,888
Gross profit	3,357	3,227	5,028	5,573	6,021	8,319	8,156	7,639
Operating expenses:								
Research and development	2,117	2,429	2,357	2,400	2,411	2,449	2,334	2,454
Selling, general and administrative	4,857	3,994	4,594	4,617	4,375	4,140	4,042	4,298
Income (loss) from operations	(3,617)	(3,196)	(1,923)	(1,444)	(765)	1,730	1,780	887
Write-down of investment in Tower Semiconductor Ltd.	—	—	—	—	—	—	(1,466)	—
Interest income (expense) and other, net	306	268	245	218	243	46	37	27
Income (loss) before income taxes	(3,311)	(2,928)	(1,678)	(1,226)	(522)	1,776	351	914
Provision for (benefit from) income taxes	25	23	21	2	(66)	154	31	50
Net income (loss)	<u><u>\$ (3,336)</u></u>	<u><u>\$ (2,951)</u></u>	<u><u>\$ (1,699)</u></u>	<u><u>\$ (1,228)</u></u>	<u><u>\$ (456)</u></u>	<u><u>\$ 1,622</u></u>	<u><u>\$ 320</u></u>	<u><u>\$ 864</u></u>
Net income (loss) per share:								
Basic	<u><u>\$ (0.12)</u></u>	<u><u>\$ (0.10)</u></u>	<u><u>\$ (0.06)</u></u>	<u><u>\$ (0.04)</u></u>	<u><u>\$ (0.02)</u></u>	<u><u>\$ 0.06</u></u>	<u><u>\$ 0.01</u></u>	<u><u>\$ 0.03</u></u>
Diluted	<u><u>\$ (0.12)</u></u>	<u><u>\$ (0.10)</u></u>	<u><u>\$ (0.06)</u></u>	<u><u>\$ (0.04)</u></u>	<u><u>\$ (0.02)</u></u>	<u><u>\$ 0.06</u></u>	<u><u>\$ 0.01</u></u>	<u><u>\$ 0.03</u></u>
Weighted average shares:								
Basic	28,680	28,678	28,519	28,059	27,539	27,146	26,747	26,385
Diluted	28,680	28,678	28,519	28,059	27,539	28,313	27,921	27,413

#### ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

#### ITEM 9A. CONTROLS AND PROCEDURES

##### Evaluation of Disclosure Controls and Procedures

Our management evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Annual Report on Form 10-K. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to ensure that information we are required to disclose in reports that we file or submit under the Securities Exchange Act of 1934, as amended, is (i) recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and (ii) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based upon that evaluation, our Chief Executive Officer

and Chief Financial Officer concluded that, while there can be no assurance that any cost-effective control system will succeed in achieving its stated goal under all potential future conditions, our current disclosure controls and procedures are effective to provide reasonable assurance that the consolidated financial statements and other disclosures in our SEC reports are reliable.

#### **Management's Annual Report on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk.

Our management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2006. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework. Based on this assessment using those criteria, management concluded that, as of December 31, 2006, QuickLogic's internal control over financial reporting was effective.

Our management's assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2006 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which appears on page 59 of this Annual Report on Form 10-K.

#### **Changes in Internal Control Over Financial Reporting**

There were no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. As a result of our internal review of stock option practices and related accounting as described in more detail in Note 3 of the consolidated financial statements found in Item 8 of this report, we have identified and have implemented the following enhanced controls and process improvements in connection with the issuance of stock-based awards:

- allow electronic approval of stock option grants;
- generally grant stock options only on pre-established dates or approve grants on dates scheduled in advance of the grant date, such as a Compensation Committee meeting date;
- expand the Stock Option Committee to two members; and
- provide for an additional review of terms and conditions of employee terminations.

#### **ITEM 9B. OTHER INFORMATION**

None.

### **PART III**

Certain information required by Part III is incorporated by reference from the definitive Proxy Statement regarding our 2007 Annual Meeting of Stockholders and will be filed not later than 120 days after the end of the fiscal year covered by this Report.

#### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Information regarding the backgrounds of our directors and officers is contained herein under Item 1, "Executive Officers and Directors."

Information regarding our Audit Committee, our Audit Committee financial expert, the procedures by which security holders may recommend nominees to our Board and our Code of Conduct and Ethics is hereby incorporated herein by reference from the section entitled "Board Meetings, Committees and Corporate Governance" in the Proxy Statement. A copy of our Code of Conduct and Ethics is posted on our website at [www.quicklogic.com/investors](http://www.quicklogic.com/investors).

Information regarding compliance with Section 16(a) of the Securities Exchange Act of 1934, as amended, is incorporated herein by reference from the section entitled "Section 16(a) Beneficial Ownership Reporting Compliance" in the Proxy Statement.

#### **ITEM 11. EXECUTIVE COMPENSATION**

The information required by Item 11 is set forth under the captions "Executive Compensation," "Compensation of Non-Employee Directors" and "Compensation Committee Interlocks and Insider Participation" in our Proxy Statement, which information is incorporated herein by reference.

## **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by Item 12 is set forth under the captions “Equity Compensation Plan Summary” and “Security Ownership” in our Proxy Statement, which information is incorporated herein by reference.

## **ITEM 13. CERTAIN RELATIONSHIPS, RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

The information required by Item 13 is set forth under the captions “Transactions with Related Persons” and “Board Meetings, Committees and Corporate Governance” in our Proxy Statement, which information is incorporated herein by reference.

## **ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by Item 14 is set forth under the caption “Fees Billed to QuickLogic by PricewaterhouseCoopers LLP during Fiscal 2006” in our Proxy Statement, which information is incorporated herein by reference.

## **PART IV**

### **ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

#### (a) 1. *Financial Statements*

Reference is made to page 58 for a list of all financial statements and schedules filed as a part of this Report.

#### 2. *Financial Statement Schedules*

#### **QuickLogic Corporation Valuation and Qualifying Accounts (in thousands)**

	<u>Balance at Beginning of Period</u>	<u>Charged to Costs and Expenses</u>	<u>Deductions</u>	<u>Balance at End of Period</u>
<i>Allowance for Doubtful Accounts:</i>				
Fiscal year 2006	\$1,042	\$246	\$(427)	\$ 861
Fiscal year 2005	1,088	119	(165)	1,042
Fiscal year 2004	1,100	—	(12)	1,088

All other schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes hereto.

#### 3. *Exhibits*

The exhibits listed under Item 15(b) hereof are filed as part of this Annual Report on Form 10-K.

#### (b) *Exhibits*

The following exhibits are filed with or incorporated by reference into this Report:

<u>Exhibit Number</u>	<u>Description</u>
3.1(1)	Amended and Restated Certificate of Incorporation of the Registrant.
3.2(9)	Bylaws of the Registrant.
4.1(1)	Specimen Common Stock certificate of the Registrant.
4.2(4)	Rights Agreement, dated as of November 28, 2001, between QuickLogic Corporation and American Stock Transfer & Trust Company, as Rights Agent.
10.1(8,12)	Form of Indemnification Agreement for directors and executive officers.
10.2(12)	1999 Stock Plan.
10.3(12)	1999 Employee Stock Purchase Plan.
10.4(1,12)	1989 Stock Option Plan.
10.5(1,7)	Lease dated June 17, 1996, as amended, between Kairos, LLC and Moffet Orchard Investors as Landlord and the Registrant for the Registrant’s facility located in Sunnyvale, California.
10.6(1)	Patent Cross License Agreement dated August 25, 1998 between the Registrant and Actel Corporation.

10.7(2)†	Share Purchase Agreement dated December 11, 2000 between the Company and Tower Semiconductor Ltd.
10.8(2,3)†	Foundry Agreement dated December 11, 2000 as amended on September 17, 2001 between the Company and Tower Semiconductor Ltd.
10.9(2)	Registration Rights Agreement dated January 18, 2001 among, inter alia, the Company and Tower Semiconductor Ltd.
10.10(12)	Form of Change of Control Severance Agreement.
10.11(12)	Form of Change of Control Severance Agreement for E. Thomas Hart.
10.12(11,12)	2005 Executive Bonus Plan, as amended.
10.13(6)	Amendment dated May 28, 2002 to Share Purchase Agreement between QuickLogic Corporation and Tower Semiconductor Ltd. dated December 11, 2000.
10.14(10)	Second Amended and Restated Loan and Security Agreement between Silicon Valley Bank and the registrant effective June 30, 2006.
21.1(5)	Subsidiaries of the Registrant.
23.1	Consent of Independent Registered Public Accounting Firm.
24.1	Power of Attorney (See page 101).
31.1	CEO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	CFO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	CEO and CFO Certifications pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

- 
- (1) Incorporated by reference to the Company's Registration Statement on Form S-1 declared effective October 14, 1999 (Commission File No. 333-28833).
- (2) Incorporated by reference to the Company's Annual Report on Form 10-K filed on March 28, 2001 (Commission File No. 000-22671).
- (3) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on November 2, 2001 (Commission File No. 000-22671).
- (4) Incorporated by reference to the Company's Registration Statement on Form 8-A filed on December 10, 2001 (Commission File No. 000-22671).
- (5) Incorporated by reference to the Company's Annual Report on Form 10-K filed on March 14, 2002 (Commission File No. 000-22671).
- (6) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 14, 2002 (Commission File No. 000-22671).
- (7) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on November 13, 2002 (Commission File No. 000-22671).
- (8) Incorporated by reference to the Company's Annual Report on Form 10-K filed on March 17, 2005 (Commission File No. 000-22671).

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- (9) Incorporated by reference to QuickLogic's Current Report on Form 8-K (Item 5.03) filed on May 2, 2005.
- (10) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on December 22, 2006 (Commission File No. 000-22671).
- (11) Incorporated by reference to QuickLogic's Current Report on Form 8-K (Item 1.01) filed on March 12, 2007.
- (12) This exhibit is a management contract or compensatory plan or arrangement.

† The Company has requested confidential treatment pursuant to Rule 406 for a portion of the referenced exhibit and has separately filed such exhibit with the Commission.

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## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly

caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 15<sup>th</sup> day of March 2007.

**QUICKLOGIC CORPORATION**

By: /s/ E. THOMAS HART

E. Thomas Hart

*Chairman, President and Chief Executive Officer*

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints E. Thomas Hart and Carl M. Mills and each of them singly, as true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities to sign this Annual Report on Form 10-K filed herewith and any or all amendments to said report, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission granting unto said attorneys-in-fact and agents the full power and authority to do and perform each and every act and the thing requisite and necessary to be done in and about the foregoing, as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed by the following persons in the capacities and on the dates indicated below.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ E. THOMAS HART</u> E. Thomas Hart	Chairman, President and Chief Executive Officer <i>(Principal Executive Officer)</i>	March 15, 2007
<u>/s/ CARL M. MILLS</u> Carl M. Mills	Vice President, Finance, Chief Financial Officer and Secretary <i>(Principal Financial Officer and Principal Accounting Officer)</i>	March 15, 2007
<u>/s/ NICHOLAS ARETAKIS</u> Nicholas Aretakis	Director	March 15, 2007
<u>/s/ MICHAEL J. CALLAHAN</u> Michael J. Callahan	Director	March 15, 2007
<u>/s/ ARTURO KRUEGER</u> Arturo Krueger	Director	March 15, 2007
<u>/s/ CHRISTINE RUSSELL</u> Christine Russell	Director	March 15, 2007
<u>/s/ GARY H. TAUSS</u> Gary H. Tauss	Director	March 15, 2007

**EXHIBIT INDEX**

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- (12) This exhibit is a management contract or compensatory plan or arrangement.

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† The Company has requested confidential treatment pursuant to Rule 406 for a portion of the referenced exhibit and has separately filed such exhibit with the Commission.

## QUICKLOGIC CORPORATION

### 1999 STOCK PLAN

1. Purposes of the Plan. The purposes of this 1999 Stock Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants, and
- to promote the success of the Company's business.

Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant. Stock Purchase Rights may also be granted under the Plan.

2. Definitions. As used herein, the following definitions shall apply:

- (a) "Administrator" means the Board or any of its Committees as shall be administering the Plan, in accordance with Section 4 of the Plan.
  - (b) "Applicable Laws" means the requirements relating to the administration of stock option plans under U. S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Options or Stock Purchase Rights are, or will be, granted under the Plan.
  - (c) "Board" means the Board of Directors of the Company.
  - (d) "Code" means the Internal Revenue Code of 1986, as amended.
  - (e) "Committee" means a committee of Directors or other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 of the Plan.
  - (f) "Common Stock" means the common stock of the Company.
  - (g) "Company" means QuickLogic Corporation, a Delaware corporation.
  - (h) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.
  - (i) "Director" means a member of the Board.
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- (j) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code.
  - (k) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. A Service Provider shall not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, any Subsidiary, or any successor. For purposes of Incentive Stock Options, no such leave may exceed ninety days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, on the 181st day of such leave any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonstatutory Stock Option. Neither service as a Director nor payment of a director's fee by the Company shall be sufficient to constitute "employment" by the Company.
  - (l) "Exchange Act" means the Securities Exchange Act of 1934, as amended.
  - (m) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:
    - (i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on or before the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;
    - (ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock on the last market trading day on or before the day of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Administrator.

(n) “Incentive Stock Option” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(o) “IPO Effective Date” means the date upon which the Securities and Exchange Commission declares the initial public offering of the Company’s common stock as effective.

(p) “Nonstatutory Stock Option” means an Option not intended to qualify as an Incentive Stock Option.

(q) “Notice of Grant” means a written or electronic notice evidencing certain terms and conditions of an individual Option or Stock Purchase Right grant. The Notice of Grant is part of the Option Agreement or the Restricted Stock Purchase Agreement.

(r) “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(s) “Option” means a stock option granted pursuant to the Plan.

(t) “Option Agreement” means an agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan and the Notice of Grant.

(u) “Option Exchange Program” means a program whereby outstanding Options are surrendered in exchange for Options with a lower exercise price.

(v) “Optioned Stock” means the Common Stock subject to an Option or Stock Purchase Right.

(w) “Optionee” means the holder of an outstanding Option, Stock Purchase Right or Restricted Stock granted under the Plan.

(x) “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) “Plan” means this QuickLogic Corporation 1999 Stock Plan.

(z) “Restricted Stock” means shares of Common Stock acquired pursuant to a grant of Stock Purchase Rights under Section 11 of the Plan.

(aa) “Restricted Stock Purchase Agreement” means a written agreement between the Company and the Optionee evidencing the terms and restrictions applying to stock purchased under a Stock Purchase Right. The Restricted Stock Purchase Agreement is subject to the terms and conditions of the Plan and the Notice of Grant.

(bb) “Rule 16b-3” means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(cc) “Section 16(b)” means Section 16(b) of the Exchange Act.

(dd) “Service Provider” means an Employee, Director or Consultant.

(ee) “Share” means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(ff) “Stock Purchase Right” means the right to purchase Common Stock pursuant to Section 11 of the Plan, as evidenced by a Notice of Grant and a Restricted Stock Purchase Agreement.

(gg) “Subsidiary” means a “subsidiary corporation”, whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares which may be optioned and sold under the Plan is (i) 5,000,000 Shares, including any Shares which have been reserved but

unissued under the Company's 1989 Stock Option Plan (as amended) (the "1989 Plan") as of the IPO Effective Date and (ii) any Shares returned to the 1989 Plan as a result of termination of options under the 1989 Plan. In addition, an annual increase shall be added to the Plan on the first day of the Company's fiscal year beginning in 2000 equal to the lesser of (i) 5,000,000 Shares, (ii) five-percent (5%) of the outstanding shares on such date or (iii) a lesser amount determined by the Board. The Shares may be authorized, but unissued, or reacquired Common Stock.

If an Option or Stock Purchase Right (a "Right") expires or becomes unexercisable without having been exercised in full, or is surrendered pursuant to an Option Exchange Program, the unpurchased Shares which were subject thereto shall become available for future grant or sale under the Plan (unless the Plan has terminated); provided, however, that Shares that have actually been issued under the Plan, whether upon exercise of an Option or Right, shall not be returned to the Plan and shall not become available for future distribution under the Plan, except that if Shares of Restricted Stock are repurchased by the Company at their original purchase price or are forfeited to the Company, such Shares shall become available for future grant under the Plan.

4. Administration of the Plan.

(a) Procedure.

(i) Multiple Administrative Bodies. The Plan may be administered by different Committees with respect to different groups of Service Providers.

(ii) Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Options granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan shall be administered by a Committee of two or more "outside directors" within the meaning of Section 162(m) of the Code.

(iii) Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder shall be structured to satisfy the requirements for exemption under Rule 16b-3.

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(iv) Other Administration. Other than as provided above, the Plan shall be administered by (A) the Board or (B) a Committee, which committee shall be constituted to satisfy Applicable Laws.

(v) Delegation of Authority for Day-to-Day Administration. Except to the extent prohibited by Applicable Law, the Administrator may delegate to one or more individuals the day-to-day administration of the Plan and any of the functions assigned to it in this Plan. Such delegation may be revoked at any time.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator shall have the authority, in its discretion:

(i) to determine the Fair Market Value;

hereunder; (ii) to select the Service Providers to whom Options and Stock Purchase Rights may be granted

Purchase Right granted hereunder; (iii) to determine the number of shares of Common Stock to be covered by each Option and Stock

(iv) to approve forms of agreement for use under the Plan;

(v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Option, Stock Purchase Right or Restricted Stock relating thereto granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Options or Stock Purchase Rights may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Option or Stock Purchase Right or Restricted Stock or the shares of Common Stock relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine;

(vi) to reduce the exercise price of any Option or Stock Purchase Right to the then current Fair Market Value if the Fair Market Value of the Common Stock covered by such Option or Stock Purchase Right shall have declined since the date the Option or Stock Purchase Right was granted;

(vii) to institute an Option Exchange Program;

(viii) to construe and interpret the terms of the Plan and awards granted pursuant to the Plan;

(ix) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of qualifying for preferred tax treatment under foreign tax laws;

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(x) to modify or amend each Option or Stock Purchase Right (subject to Section 15(c) of the Plan) or Restricted Stock, including the discretionary authority to extend the post-termination exercisability period of Options longer than is otherwise provided for in the Plan;

(xi) to allow Optionees to satisfy withholding tax obligations by electing to have the Company withhold from the Shares to be issued upon exercise of an Option or Stock Purchase Right that number of Shares having a Fair Market Value equal to the amount required to be withheld. The Fair Market Value of the Shares to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined. All elections by an Optionee to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable;

(xii) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Option or Stock Purchase Right previously granted by the Administrator;

(xiii) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations shall be final and binding on all Optionees and any other holders of Options, Stock Purchase Rights or Restricted Stock.

5. Eligibility. Nonstatutory Stock Options and Stock Purchase Rights may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Limitations.

(a) Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Optionee during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds \$100,000, such Options shall be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options shall be taken into account in the order in which they were granted. The Fair Market Value of the Shares shall be determined as of the time the Option with respect to such Shares is granted.

(b) Neither the Plan nor any Option or Stock Purchase Right or Restricted Stock award shall confer upon an Optionee any right with respect to continuing the Optionee's relationship as a Service Provider with the Company, nor shall they interfere in any way with the Optionee's right or the Company's right to terminate such relationship at any time, with or without cause.

(c) The following limitations shall apply to grants of Options:

(i) No Service Provider shall be granted, in any fiscal year of the Company, Options to purchase more than 1,000,000 Shares.

(ii) In connection with his or her initial service, a Service Provider may be granted Options to purchase up to an additional 1,000,000 Shares which shall not count against the limit set forth in subsection (i) above.

(iii) The foregoing limitations shall be adjusted proportionately in connection with any change in the Company's capitalization as described in Section 13.

(iv) If an Option is cancelled in the same fiscal year of the Company in which it was granted (other than in connection with a transaction described in Section 13), the cancelled Option will be counted against the limits set forth in subsections (i) and (ii) above. For this purpose, if the exercise price of an Option is reduced, the transaction will be treated as a cancellation of the Option and the grant of a new Option.

7. Term of Plan. Subject to Section 19 of the Plan, the Plan shall become effective upon its adoption by the Board. It shall continue in effect for a term of ten (10) years unless terminated earlier under Section 15 of the Plan.

8. Term of Option. The term of each Option shall be stated in the Option Agreement. In the case of an Incentive Stock Option, the term shall be ten (10) years from the date of grant or such shorter term as may be provided in the Option Agreement. Moreover, in the case of an Incentive Stock Option granted to an Optionee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option shall be five (5) years from the date of grant or such shorter term as may be provided in the Option Agreement.

9. Option Exercise Price and Consideration.

(a) Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option shall

be determined by the Administrator, subject to the following:

(i) In the case of an Incentive Stock Option

(A) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price shall be no less than 110% of the Fair Market Value per Share on the date of grant.

(B) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price shall be no less than 100% of the Fair Market Value per Share on the date of grant.

(ii) In the case of a Nonstatutory Stock Option, the per Share exercise price shall be determined by the Administrator. In the case of a Nonstatutory Stock Option intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Code, the per Share exercise price shall be no less than 100% of the Fair Market Value per Share on the date of grant.

(iii) Notwithstanding the foregoing, Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a merger or other corporate transaction.

(b) Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator shall fix the period within which the Option may be exercised and shall determine any conditions which must be satisfied before the Option may be exercised.

(c) Form of Consideration. The Administrator shall determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator shall determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of:

(i) cash;

(ii) check;

(iii) other Shares which (A) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six months on the date of surrender, and (B) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Option shall be exercised;

(iv) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan;

(v) a reduction in the amount of any Company liability to the Optionee, including any liability attributable to the Optionee's participation in any Company-sponsored deferred compensation program or arrangement;

(vi) any combination of the foregoing methods of payment; or

(vii) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws.

10. Exercise of Option.

(a) Procedure for Exercise; Rights as a Shareholder. Any Option granted hereunder shall be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement. Unless the Administrator provides otherwise, vesting of Options granted hereunder shall be

tolled during any unpaid leave of absence. An Option may not be exercised for a fraction of a Share.

An Option shall be deemed exercised when the Company receives: (i) written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Option Agreement and the Plan. Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, if requested by the Optionee, in the name of the Optionee and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option.

The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan.

Exercising an Option in any manner shall decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(b) Termination of Relationship as a Service Provider or Provision of Notice of Employment Termination. If an Optionee (i) ceases to provide ongoing service as a Service Provider (for any reason and regardless of any appropriate court finding such termination unfair or irregular on any basis whatsoever), other than upon the Optionee's death or Disability, or (ii) is provided with notice of termination of employment (for any reason and regardless of any appropriate court finding the related termination unfair or irregular on any basis whatsoever) and ceases to provide ongoing service during the notice period, the Optionee may exercise his or her Option within such period of time as is specified in the Option Agreement to the extent that the Option is vested on the earlier of the date of such cessation as a Service Provider or the last date of ongoing service after receiving a notice of termination of employment (the earlier of these dates is referred to herein as the "Vesting Cessation Date"), but in no event later than the expiration of the term of such Option as set forth in the Option Agreement. In the absence of a specified time in the Option Agreement, the Option shall remain exercisable for three (3) months following the Vesting Cessation Date. If, on the Vesting Cessation Date, the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan (unless the Administrator determines otherwise). If, after the Vesting Cessation Date, the Optionee does not exercise his or her Option within the time specified by the Administrator, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(c) Disability of Optionee. If an Optionee ceases to be a Service Provider as a result of the Optionee's Disability, the Optionee may exercise his or her Option within such period of time as is specified in the Option Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). In the absence of a specified time in the Option Agreement, the

Option shall remain exercisable for twelve (12) months following the Optionee's termination. If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall revert to the Plan. If, after termination, the Optionee does not exercise his or her Option within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(d) Death of Optionee. If an Optionee dies while a Service Provider, the Option may be exercised within such period of time as is specified in the Option Agreement (but in no event later than the expiration of the term of such Option as set forth in the Notice of Grant), by the Optionee's estate or by a person who acquires the right to exercise the Option by bequest or inheritance, but only to the extent that the Option is vested on the date of death. In the absence of a specified time in the Option Agreement, the Option shall remain exercisable for twelve (12) months following the Optionee's termination. If, at the time of death, the Optionee is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option shall immediately revert to the Plan. The Option may be exercised by the executor or administrator of the Optionee's estate or, if none, by the person(s) entitled to exercise the Option under the Optionee's will or the laws of descent or distribution. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

(e) Buyout Provisions. The Administrator may at any time offer to buy out for a payment in cash or Shares an Option previously granted based on such terms and conditions as the Administrator shall establish and communicate to the Optionee at the time that such offer is made.

## 11. Stock Purchase Rights.

(a) Rights to Purchase. Stock Purchase Rights may be issued either alone, in addition to, or in tandem with other awards granted under the Plan and/or cash awards made outside of the Plan. After the Administrator determines that it will offer Stock Purchase Rights under the Plan, it shall advise the offeree in writing or electronically, by means of a Notice of Grant, of the terms, conditions and restrictions related to the offer, including the number of Shares that the offeree shall be entitled to purchase, the price to be paid, and the time within which the offeree must accept such offer. The offer shall be accepted by execution of a Restricted Stock Purchase Agreement in the form determined by the Administrator.

(b) Repurchase Option. Unless the Administrator determines otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's service with the Company for any reason (including death or Disability). The purchase price for Shares repurchased pursuant to the Restricted Stock Purchase Agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to the Company. The repurchase option shall lapse at a rate determined by the Administrator.

(c) Other Provisions. The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion.

(d) Rights as a Shareholder. Once the Stock Purchase Right is exercised, the purchaser shall have the rights equivalent to those of a shareholder, and shall be a shareholder when his or her purchase is entered upon the records of the duly authorized transfer agent of the Company. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Stock Purchase Right is exercised, except as provided in Section 13 of the Plan.

12. Non-Transferability of Options, Stock Purchase Rights and Restricted Stock. Unless determined otherwise by the Administrator, an Option, Stock Purchase Right or Restricted Stock award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee. If the Administrator makes an Option, Stock Purchase Right or Restricted Stock award transferable, such Option, Stock Purchase Right or Restricted Stock award shall contain such additional terms and conditions as the Administrator deems appropriate.

13. Adjustments Upon Changes in Capitalization, Dissolution, Merger or Asset Sale.

(a) Changes in Capitalization. Subject to any required action by the shareholders of the Company, the number of shares of Common Stock covered by each outstanding Option, Stock Purchase Right and Restricted Stock award, and the number of shares of Common Stock which have been authorized for issuance under the Plan but as to which no Options or Stock Purchase Rights have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Option or Stock Purchase Right or upon the repurchase or forfeiture of unvested Restricted Stock, as well as the price per share of Common Stock covered by each such outstanding Option or Stock Purchase Right, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Option or Stock Purchase Right or Restricted Stock award.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Optionee as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may provide for an Optionee to have the right to exercise his or her Option until ten (10) days prior to

such transaction as to all of the Optioned Stock covered thereby, including Shares as to which the Option would not otherwise be exercisable. In addition, the Administrator may provide that any Company repurchase option applicable to any Shares purchased upon exercise of an Option or Stock Purchase Right shall lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, an Option or Stock Purchase Right will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Asset Sale.

(i) Stock Options and Stock Purchase Rights. In the event of a merger of the Company with or into another corporation, or the sale of substantially all of the assets of the Company, each outstanding Option and Stock Purchase Right shall be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Option or Stock Purchase Right, the Optionee shall fully vest in and have the right to exercise the Option or Stock Purchase Right as to all of the Optioned Stock, including shares to which it would not otherwise be vested or exercisable. If an Option or Stock Purchase Right becomes fully vested and exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Administrator shall notify the Optionee in writing or electronically that the Option or Stock Purchase Right shall be fully vested and exercisable for a period of fifteen (15) days from the date of such notice, and the Option or Stock Purchase Right shall terminate upon the expiration of such period. For the purposes of this paragraph, the Option or Stock Purchase Right shall be considered assumed if, following the merger or sale of assets, the option or right confers the right to purchase or receive, for each Share of Optioned Stock subject to the Option or Stock Purchase Right immediately prior to the merger or sale of assets, the consideration (whether stock, cash, or other securities or property) received in the merger or sale of assets by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or sale of assets is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Option or Stock Purchase Right, for each Share of Optioned Stock subject to the Option or Stock Purchase Right, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or sale of assets.

(ii) Restricted Stock. In the event of a merger of the Company with or into another corporation, or the sale of substantially all of the assets of the Company, each outstanding Restricted Stock award shall be assumed or an equivalent Restricted Stock award substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Restricted Stock award, the Participant shall fully vest in the Restricted Stock, including shares which would not otherwise be vested. For the purposes of this paragraph, a Restricted Stock award shall be considered assumed if, following the merger or sale of assets, the award confers

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the right to purchase or receive, for each share subject to the award immediately prior to the merger or sale of assets, the consideration (whether stock, cash, or other securities or property) received in the merger or sale of assets by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger or sale of assets is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received, for each Share subject to the award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the merger or sale of assets.

14. **Date of Grant.** The date of grant of an Option or Stock Purchase Right shall be, for all purposes, the date on which the Administrator makes the determination granting such Option or Stock Purchase Right, or such other later date as is determined by the Administrator. Notice of the determination shall be provided to each Optionee within a reasonable time after the date of such grant.

15. **Amendment and Termination of the Plan.**

(a) **Amendment and Termination.** The Board may at any time amend, alter, suspend or terminate the Plan.

(b) **Shareholder Approval.** The Company shall obtain shareholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) **Effect of Amendment or Termination.** No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Optionee, unless mutually agreed otherwise between the Optionee and the Administrator, which agreement must be in writing and signed by the Optionee and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Options granted under the Plan prior to the date of such termination.

16. **Conditions Upon Issuance of Shares.**

(a) **Legal Compliance.** Shares shall not be issued pursuant to the exercise of an Option or Stock Purchase Right or pursuant to the vesting of a Restricted Stock award unless the exercise of such Option or Stock Purchase Right or the vesting of a Restricted Stock award and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) **Investment Representations.** As a condition to the exercise of an Option or Stock Purchase Right, the Company may require the person exercising such Option or Stock Purchase Right to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

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17. **Inability to Obtain Authority.** The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

18. **Reservation of Shares.** The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

19. **Shareholder Approval.** The Plan shall be subject to approval by the shareholders of the Company within twelve (12) months after the date the Plan is adopted. Such shareholder approval shall be obtained in the manner and to the degree required under Applicable Laws.

**QUICKLOGIC CORPORATION  
1999 EMPLOYEE STOCK PURCHASE PLAN**

**As Amended and Restated November 10, 2006**

1. **PURPOSE.** The purpose of the Plan is to provide employees of the Company and its Designated Subsidiaries with an opportunity to purchase Common Stock of the Company through accumulated payroll deductions. It is the intention of the Company to have the Plan qualify as an "Employee Stock Purchase Plan" under Section 423 of the Internal Revenue Code of 1986, as amended. The provisions of the Plan, accordingly, shall be construed so as to extend and limit participation in a manner consistent with the requirements of that section of the Code.

2. **DEFINITIONS.**

- (a) "**Board**" shall mean the Board of Directors of the Company.
- (b) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.
- (c) "**Common Stock**" shall mean the common stock of the Company.
- (d) "**Company**" shall mean QuickLogic Corporation and any Designated Subsidiary of the Company.
- (e) "**Compensation**" shall mean all base straight time gross earnings, overtime and incentive/variable compensation, but exclusive of bonuses and other compensation.
- (f) "**Designated Subsidiary**" shall mean any Subsidiary which has been designated by the Board from time to time in its sole discretion as eligible to participate in the Plan.
- (g) "**Employee**" shall mean any individual who is an Employee of the Company for tax purposes whose customary employment with the Company is at least twenty (20) hours per week and more than five (5) months in any calendar year. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company. Where the period of leave exceeds 90 days and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.
- (h) "**Enrollment Date**" shall mean the first Trading Day of each Offering Period.
- (i) "**Exercise Date**" shall mean the last Trading Day of each Offering Period.
- (j) "**Fair Market Value**" shall mean, as of any date, the value of Common Stock determined as follows:
  - (i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the Nasdaq National Market or the Nasdaq SmallCap Market of the Nasdaq Stock Market, its Fair Market Value shall be the closing sales price for such

stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day on the date of such determination, as reported in *The Wall Street Journal* or such other source as the Board deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value shall be the mean of the closing bid and asked prices for the Common Stock on the date of such determination, as reported in *The Wall Street Journal* or such other source as the Board deems reliable; or

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined in good faith by the Board.

(k) "**Offering Periods**" shall mean the periods of approximately six (6) months during which an option granted pursuant to the Plan may be exercised, commencing on the first Trading Day on or after May 15 and November 15 of each year and terminating on the last Trading Day in the periods ending six months later. For example, an Offering Period under the Plan shall commence with the first Trading Day on or after November 15, 2005 and end on the last Trading Day on or before May 14, 2006. The duration and timing of Offering Periods may be changed pursuant to Section 4 of this Plan.

(l) "**Participant**" means an Eligible Employee who (a) has become a Participant in the Plan pursuant to Section 5 and (b) has not ceased to be a Participant pursuant to Section 10 or Section 11.

(m) "**Plan**" shall mean this 1999 Employee Stock Purchase Plan.

(n) "**Purchase Price**" shall mean 85% of the Fair Market Value of a share of Common Stock as determined pursuant to

Section 4; provided, however, that the Purchase Price may be adjusted by the Board pursuant to Section 20.

(o)        "Reserves" shall mean the number of shares of Common Stock covered by each option under the Plan which have not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under option.

(p)        "Subsidiary" shall mean a corporation, domestic or foreign, of which not less than 50% of the voting shares are held by the Company or a Subsidiary, whether or not such corporation now exists or is hereafter organized or acquired by the Company or a Subsidiary.

(q)        "Trading Day" shall mean a day on which national stock exchanges and the Nasdaq System are open for trading.

### 3.        ELIGIBILITY.

(a)        Any Employee who shall be employed by the Company on a given Enrollment Date shall be eligible to participate in the Plan.

(b)        Any provisions of the Plan to the contrary notwithstanding, no Employee shall be granted an option under the Plan (i) to the extent that, immediately after the grant, such Employee (or any other person whose stock would be attributed to such Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company and/or hold outstanding options to purchase such stock possessing five percent (5%) or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Subsidiary, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans of the Company and its subsidiaries accrues at a rate which exceeds Twenty-Five Thousand Dollars (\$25,000) worth of stock (determined at the fair market value of the shares at the time such option is granted) for each calendar year in which such option is outstanding at any time.

### 4.        OFFERING PERIODS.

(a)        The Plan shall be implemented by either of the following Offering Periods, which shall be determined by the Board prior to the applicable Offering Period:

(i)        A six (6) month Offering Period commencing on the first Trading Day on or after May 15 and November 15 each year, or on such other date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof or changed pursuant to this Section 4(a) and with a Purchase Price equal to 85% of the Fair Market Value of a share of Common Stock on the Exercise Date (a "Purchase Date Offering Period"); or

(ii)        A six (6) month Offering Period commencing on the first Trading Day on or after May 15 and November 15 each year, or on such other date as the Board shall determine, and continuing thereafter until terminated in accordance with Section 20 hereof or changed pursuant to this Section 4(a) and with a Purchase Price equal to 85% of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower (a "Look-Back Offering Period").

Notwithstanding the foregoing, if the Board does not determine the type of Offering Period prior to the start of the applicable Offering Period, the default Offering Period shall be the Purchase Date Offering Period as described in Section 4(a)(i) above.

(b)        The Board shall have the power to change the duration of Offering Periods (including the commencement dates thereof) and to implement Offering Periods with multiple purchase periods with respect to future offerings without shareholder approval if such change is announced at least five (5) days prior to the scheduled beginning of the first Offering Period to be affected thereafter.

### 5.        PARTICIPATION.

(a)        An eligible Employee may become a Participant in the Plan by completing a subscription agreement authorizing payroll deductions in the form of Exhibit A to this Plan and filing it with the Company's payroll office prior to the applicable Enrollment Date.

(b)        Payroll deductions for a Participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 10 hereof.

(c) Notwithstanding any provision in the Plan, in the event that the Company's Form S-8 registration statement with respect to the issuance of Common Stock under the Plan is ineffective as of the Exercise Date scheduled to occur on November 14, 2006, the Offering Period scheduled to begin on November 15, 2006 (the "New Offering Period") shall be modified as follows: (i) The commencement of the New Offering Period shall be delayed so as to begin on the first Trading Day two (2) weeks following the date upon which the Company's Form S-8 registration statement with respect to the issuance of Common Stock under the Plan becomes effective (the "S-8 Effective Date") and such New Offering Period shall continue until the last Trading Day in the Period ending May 14, 2007; (ii) the Company shall establish an open enrollment period for the New Offering Period that shall begin no earlier than the S-8 Effective Date and continue until no later than two (2) weeks following the S-8 Effective Date; (iii) Payroll deductions for an Employee enrolled in the new Offering Period shall commence with the first paycheck in the Offering Period; (iv) Employees who fail to submit a subscription agreement during the open enrollment window for the new Offering Period or whose subscription rate does not exceed zero percent (0%) will be automatically terminated from participating in the New Offering Period; and (v) the New Offering Period shall be a Look-Back Offering Period.

6. PAYROLL DEDUCTIONS.

(a) At the time a Participant files his or her subscription agreement, he or she shall elect to have payroll deductions made on each pay day during the Offering Period in an amount not exceeding twenty percent (20%) of the Compensation which he or she receives on each pay day during the Offering Period.

(b) All payroll deductions made for a Participant shall be credited to his or her account under the Plan and shall be withheld in whole percentages only. A Participant may not make any additional payments into such account.

(c) A Participant may discontinue his or her participation in the Plan as provided in Section 10 hereof, or may (i) increase or decrease the rate of his or her payroll deductions during a Purchase Date Offering Period, or (ii) only decrease the rate of his or her payroll deductions during a Look-Back Offering Period, in either case by completing or filing with the Company a new subscription agreement authorizing a change in payroll deduction rate. The Board may, in its discretion, limit the number of participation rate changes during any Offering Period. The change in rate shall be effective with the first full payroll period following five (5) business days after the Company's receipt of the new subscription agreement unless the Company elects to process a given change in participation more quickly. A Participant's subscription agreement shall remain in effect for successive Offering Periods unless terminated as provided in Section 10 hereof.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(b) hereof, a Participant's payroll deductions may be decreased to zero percent (0%) at any time during an Offering Period. Payroll deductions shall recommence at the rate provided in such Participant's subscription agreement at the beginning of the first Offering Period which is scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 10 hereof.

(e) At the time the option is exercised, in whole or in part, or at the time some or all of the Company's Common Stock issued under the Plan is disposed of, the Participant must make adequate provision for amounts not in excess of the minimum statutory federal, state, or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the Participant's compensation amounts not in excess of the applicable minimum statutory withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Employee. If the Company allows the Participant to settle such tax withholding obligations by remitting to the Company shares of Common Stock issued upon exercise, then the Participant may not elect to withhold amounts in excess of the applicable minimum statutory federal, state, or other tax obligations withheld at the time of exercise or disposal.

7. GRANT OF OPTION. On the Enrollment Date of each Offering Period, each eligible Employee participating in such Offering Period shall be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of the Company's Common Stock determined by dividing such Employee's payroll deductions accumulated prior to such Exercise Date and retained in the Participant's account as of the Exercise Date by the applicable Purchase Price; provided that in no event shall an Employee be permitted to purchase during each Offering Period more than 20,000 shares of the Company's Common Stock (subject to any adjustment pursuant to Section 19), and provided further that such purchase shall be subject to the limitations set forth in Sections 3(b) and 12 hereof. The Board may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of the Company's Common Stock an Employee may purchase during each Offering Period. Exercise of the option shall occur as provided in Section 8 hereof, unless the Participant has withdrawn pursuant to Section 10 hereof. The option shall expire on the last day of the Offering Period.

8. EXERCISE OF OPTION.

(a) Unless a Participant withdraws from the Plan as provided in Section 10 hereof, his or her option for the purchase of shares shall be exercised automatically on the Exercise Date, and the maximum number of full shares subject to option shall be purchased for such Participant at the applicable Purchase Price with the accumulated payroll deductions in his or her account. No fractional shares shall be purchased; any payroll deductions accumulated in a Participant's account which are not sufficient to purchase a full share shall be retained in the Participant's account for the subsequent Offering Period, subject to earlier withdrawal by the Participant as provided in Section 10 hereof. Any other monies left over in a Participant's account after the Exercise Date shall be returned to the Participant.

During a Participant's lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

(b) If the Board determines that, on a given Exercise Date, the number of shares with respect to which options are to be exercised may exceed (i) the number of shares of Common Stock that were available for sale under the Plan on the Enrollment Date of the applicable Offering Period, or (ii) the number of shares available for sale under the Plan on such Exercise Date, the Board may in its sole discretion (x) provide that the Company shall make a pro rata allocation of the shares of

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Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Exercise Date, and continue all Offering Periods then in effect, or (y) provide that the Company shall make a pro rata allocation of the shares available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 20 hereof. The Company may make pro rata allocation of the shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the Plan by the Company's shareholders subsequent to such Enrollment Date.

9. **DELIVERY.** As promptly as practicable after each Exercise Date on which a purchase of shares occurs, the Company shall arrange the delivery to each Participant, as appropriate, of a certificate representing the shares purchased upon exercise of his or her option.

10. **WITHDRAWAL.**

(a) A Participant may withdraw all but not less than all the payroll deductions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by giving written notice to the Company in the form of Exhibit B to this Plan. All of the Participant's payroll deductions credited to his or her account shall be paid to such Participant promptly after receipt of notice of withdrawal and such Participant's option for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of shares shall be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of the succeeding Offering Period unless the Participant delivers to the Company a new subscription agreement.

(b) A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the Participant withdraws.

11. **TERMINATION OF EMPLOYMENT.** Upon a Participant's ceasing to be an Employee, for any reason, he or she shall be deemed to have elected to withdraw from the Plan and the payroll deductions credited to such Participant's account during the Offering Period but not yet used to exercise the option shall be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 15 hereof, and such Participant's option shall be automatically terminated. The preceding sentence notwithstanding, a Participant who receives payment in lieu of notice of termination of employment shall be treated as continuing to be an Employee for the Participant's customary number of hours per week of employment during the period in which the Participant is subject to such payment in lieu of notice.

12. **INTEREST.** No interest shall accrue on the payroll deductions of a Participant in the Plan.

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13. **STOCK.**

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 19 hereof, the maximum number of shares of the Company's Common Stock which shall be made available for sale under the Plan shall be 2,000,000 shares, plus an annual increase to be added on each anniversary date of the adoption of the Plan equal to the lesser of (i) 1,500,000 shares, (ii) 4% of the outstanding shares on such date or (iii) a lesser amount determined by the Board.

(b) The Participant shall have no interest or voting right in shares covered by his option until such option has been exercised.

(c) Shares to be delivered to a Participant under the Plan shall be registered in the name of the Participant or in the name of the Participant and his or her spouse.

14. **ADMINISTRATION.** The Plan shall be administered by the Board or a committee of members of the Board appointed by the Board. The Board or its committee shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility and to adjudicate all disputed claims filed under the Plan. Every finding, decision and determination made by the Board or its committee shall, to the full extent permitted by law, be final and binding upon all parties.

15. **DESIGNATION OF BENEFICIARY.**

(a) A Participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such Participant of such shares and cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent shall be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the Participant at any time by written notice. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

16. **TRANSFERABILITY.** Neither payroll deductions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 15 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect, except that the Company

may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 10 hereof.

17. **USE OF FUNDS.** All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

18. **REPORTS.** Individual accounts shall be maintained for each Participant in the Plan. Statements of account shall be given to participating Employees at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of shares purchased and the remaining cash balance, if any.

19. **ADJUSTMENTS UPON CHANGES IN CAPITALIZATION, DISSOLUTION, LIQUIDATION, MERGER OR ASSET SALE.**

(a) **Changes in Capitalization.** Subject to any required action by the shareholders of the Company, the Reserves, the maximum number of shares each Participant may purchase each Offering Period (pursuant to Section 7), as well as the price per share and the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

(b) **Dissolution Or Liquidation.** In the event of the proposed dissolution or liquidation of the Company, the Offering Period then in progress shall be shortened by setting a new Exercise Date (the "New Exercise Date"), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Board. The New Exercise Date shall be before the date of the Company's proposed dissolution or liquidation. The Board shall notify each Participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

(c) **Merger Or Asset Sale.** In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each outstanding option shall be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, any Offering Periods then in progress shall be shortened by setting a new Exercise Date (the "New Exercise Date") on which such Offering Period

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shall end. The New Exercise Date shall be before the date of the Company's proposed sale or merger. The Board shall notify each Participant in writing, at least ten (10) business days prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option shall be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 10 hereof.

20. **AMENDMENT OR TERMINATION.**

(a) The Board of Directors of the Company may at any time and for any reason terminate or amend the Plan. Except as provided in Section 19 hereof, no such termination can affect options previously granted, provided that an Offering Period may be terminated by the Board of Directors on any Exercise Date if the Board determines that the termination of the Offering Period or the Plan is in the best interests of the Company and its shareholders. Except as provided in Section 19 and this Section 20 hereof, no amendment may make any change in any option theretofore granted which adversely affects the rights of any Participant. To the extent necessary to comply with Section 423 of the Code (or any successor rule or provision or any other applicable law, regulation or stock exchange rule), the Company shall obtain shareholder approval in such a manner and to such a degree as required.

(b) Without shareholder consent and without regard to whether any Participant rights may be considered to have been "adversely affected," the Board (or its committee) shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Compensation, and establish such other limitations or procedures as the Board (or its committee) determines in its sole discretion advisable which are consistent with the Plan.

(c) In the event the Board determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

- (i) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;
- (ii) shortening any Offering Period so that it ends on a new Exercise Date, including an Offering Period underway at the time of the Board action; and
- (iii) allocating shares.

Such modifications or amendments shall not require stockholder approval or the consent of any Plan Participants.

21. **NOTICES.** All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

22. **CONDITIONS UPON ISSUANCE OF SHARES.** Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

23. **TERM OF PLAN.** The Plan shall become effective upon the earlier to occur of its adoption by the Board of Directors or its approval by the shareholders of the Company. It shall continue in effect for a term of ten (10) years unless sooner terminated under Section 20 hereof.

**EXHIBIT A**  
**QUICKLOGIC CORPORATION**

**1999 EMPLOYEE STOCK PURCHASE PLAN  
SUBSCRIPTION AGREEMENT**

Original Application (New Enrollment)      Enrollment Date: \_\_\_\_\_

Change in Payroll Deduction Rate

Change of Beneficiary(ies)

1. \_\_\_\_\_ hereby elects to participate in the QuickLogic Corporation 1999 Employee Stock Purchase Plan (the "Employee Stock Purchase Plan") and subscribes to purchase shares of the Company's Common Stock in accordance with this Subscription Agreement and the Employee Stock Purchase Plan.

2. I hereby authorize payroll deductions from each paycheck in the amount of \_\_\_\_\_% of my Compensation on each payday (1 to 20%) during the Offering Period in accordance with the Employee Stock Purchase Plan. (Please note that no fractional percentages are permitted and only one reduction is allowed during each 6-month period according to our plan document.)

3. I understand that said payroll deductions shall be accumulated for the purchase of shares of Common Stock at the applicable Purchase Price determined in accordance with the Employee Stock Purchase Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option.

4. I have received a copy of the complete Employee Stock Purchase Plan. I understand that my participation in the Employee Stock Purchase Plan is in all respects subject to the terms of the Plan.

5. Shares purchased for me under the Employee Stock Purchase Plan should be issued in the name of \_\_\_\_\_  
\_\_\_\_\_  
(Employee or Employee and Spouse only).

6. I understand that if I dispose of any shares received by me pursuant to the Plan within 2 years after the Enrollment Date (the first day of the Offering Period during which I purchased such shares), I will be treated for federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the fair market value of the shares at the time such shares were purchased by me over the price which I paid for the shares. **I hereby agree to notify the Company in writing within 30 days after the date of any disposition of my shares and I will make adequate provisions for Federal, state or other tax withholding obligations, if any, which arise upon the disposition of the Common Stock.** The Company may, but will not be obligated to, withhold from my compensation the minimum statutory amounts of applicable withholding obligation including any withholding

necessary to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by me. If I dispose of such shares at any time after the expiration of the 2-year holding period, I understand that I will be treated for federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of (1) the excess of the fair market value of the shares at the time of such disposition over the purchase price which I paid for the shares, or (2) 15% of the fair market value of the shares on the first day of the Offering Period. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.

7. I hereby agree to be bound by the terms of the Employee Stock Purchase Plan. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Employee Stock Purchase Plan.
  8. In the event of my death, I hereby designate the following as my beneficiary(ies) to receive all payments and shares due me under the Employee Stock Purchase Plan:

NAME: (Please print)

(First)      (Middle)      (Last)

### **Relationship**

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(Address)

Employee's Social  
Security Number:

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Employee's Address:  
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I UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT SHALL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS TERMINATED BY ME.

Dated:

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Signature of Employee

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Spouse's Signature (If beneficiary other than spouse)

**EXHIBIT B**  
**QUICKLOGIC CORPORATION**

**1999 EMPLOYEE STOCK PURCHASE PLAN**  
**NOTICE OF WITHDRAWAL**

The undersigned Participant in the Offering Period of the QuickLogic Corporation 1999 Employee Stock Purchase Plan which began on \_\_\_\_\_, \_\_\_\_\_ (the "Enrollment Date") hereby notifies the Company that he or she hereby withdraws from the Offering Period. He or she hereby directs the Company to pay to the undersigned as promptly as practicable all the payroll deductions credited to his or her account with respect to such Offering Period. The undersigned understands and agrees that his or her option for such Offering Period will be automatically terminated. The undersigned understands further that no further payroll deductions will be made for the purchase of shares in the current Offering Period and the undersigned shall be eligible to participate in succeeding Offering Periods only by delivering to the Company a new Subscription Agreement.

Name and Address of Participant:

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Signature:

Date:

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## QUICKLOGIC CORPORATION

### CHANGE OF CONTROL SEVERANCE AGREEMENT

This Change of Control Severance Agreement (the "Agreement") is made and entered into effective as of \_\_\_\_\_, 200\_ (the "Effective Date"), by and between [Executive Officer] (the "Employee") and QuickLogic Corporation, a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Section 1 below.

#### R E C I T A L S

A. It is expected that the Company from time to time will consider the possibility of a Change of Control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to the Employee and can cause the Employee to consider alternative employment opportunities.

B. The Board believes that it is in the best interests of the Company and its stockholders to provide the Employee with an incentive to continue his employment and to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

C. In order to provide the Employee with enhanced financial security and sufficient encouragement to remain with the Company notwithstanding the possibility of a Change of Control, the Board believes that it is imperative to provide the Employee with certain severance benefits upon the Employee's termination of employment following a Change of Control.

#### AGREEMENT

In consideration of the mutual covenants herein contained and the continued employment of Employee by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" shall mean (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an employee which is intended to result in substantial personal enrichment of the Employee, (ii) Employee's conviction of a felony which the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business, (iii) a willful act by the Employee which constitutes misconduct and is injurious to the Company, or (iv) continued willful violations by the Employee of the Employee's obligations to the Company after there has been delivered to the Employee a written demand for performance from the Company which describes the basis for the Company's belief that the Employee has not substantially performed his duties, and a period of thirty (30) days following the date of delivery of such written demand for the Employee to cure such violations.

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(b) Change of Control. "Change of Control" shall mean the occurrence of any of the following events:

(i) the approval by stockholders of the Company of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(ii) the approval by the stockholders of the Company of a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities; or

(iv) a change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those directors whose election or nomination was not in connection with any transactions described in subsections (i), (ii), or (iii) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company.

(c) Involuntary Termination. "Involuntary Termination" shall mean (i) without the Employee's express written consent, a significant reduction of the Employee's duties, position or responsibilities relative to the Employee's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of the Employee from such position, duties and responsibilities, unless the Employee is provided with comparable duties, position and responsibilities; (ii) without the Employee's express written consent, a substantial reduction, without good business reasons, of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) without the Employee's express written consent, a reduction

by the Company of the Employee's base or target incentive cash compensation as in effect immediately prior to such reduction; (iv) without the Employee's express written consent, a material reduction by the Company in the kind or level of employee benefits to which the Employee is entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced; (v) without the Employee's express written consent, the relocation of the Employee to a facility or a location more than fifty (50) miles from his current location; (vi) any purported termination of the Employee by the Company which is not effected for Cause or for which the grounds relied upon are not valid; or (vii) the failure of the Company to obtain the assumption of this Agreement by any successors contemplated in Section 6 below.

(d) Severance Benefits Period. "Severance Benefits Period" shall mean a period of twelve (12) months following the Termination Date.

(e) Termination Date. "Termination Date" shall mean the effective date of any notice of termination delivered by one party to the other hereunder.

2. Term of Agreement. This Agreement shall terminate upon the date that all obligations of the parties hereto under this Agreement have been satisfied or, if earlier, on the date, prior to a Change of Control, Employee is no longer employed by the Company.

3. At-Will Employment. The Company and the Employee acknowledge that the Employee's employment is and shall continue to be at-will, as defined under applicable law. If the Employee's employment terminates for any reason, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be established under the Company's then existing employee benefit plans or policies at the time of termination.

4. Severance Benefits.

(a) Termination Following A Change of Control. If the Employee's employment with the Company terminates as a result of an Involuntary Termination at any time three (3) months prior to, or twelve (12) months after, a Change of Control, Employee shall be entitled to the following severance benefits provided that Employee enters into and does not revoke a general release of claims with the Company in substantially the form attached hereto as Exhibit A:

(i) Employee's base salary for the Severance Benefits Period as in effect as of the date of such termination, less applicable withholding, payable in a lump sum within thirty (30) days of the Involuntary Termination;

(ii) Employee's incentive cash compensation computed at 100% of target for the Severance Benefits Period as in effect as of the date of such termination, less applicable withholding, payable in a lump sum within thirty (30) days of the Involuntary Termination;

(iii) one hundred percent (100%) of any incentive cash compensation or bonus declared prior to the date of any such termination for the Employee but not yet paid, if any;

(iv) all stock options and equity compensation awards granted by the Company to the Employee prior to the Change of Control shall become fully vested and exercisable as of the date of the termination and will remain exercisable for a 90 day period following the Termination Date, notwithstanding any shorter period stated in the respective stock option agreements and;

(v) the same level of health (i.e., medical, vision and dental) coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment; provided, however, that (i) the Employee constitutes a qualified beneficiary, as defined in Section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended; and (ii) Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. The Company shall continue to provide Employee with health coverage until the earlier of (i) the date Employee is no longer eligible to receive continuation coverage pursuant to COBRA, or (ii) the end of the Severance Benefits Period as measured from the termination date.

(b) Termination Apart from a Change of Control. If the Employee's employment with the Company terminates

other than as a result of an Involuntary Termination at any time three (3) months prior or twelve (12) months following a Change of Control, then the Employee shall not be entitled to receive severance or other benefits hereunder, but may be eligible for those benefits (if any) as may then be established under the Company's then existing severance and benefits plans and policies at the time of such termination.

(c) Accrued Wages and Vacation; Expenses. Without regard to the reason for, or the timing of, Employee's termination of employment: (i) the Company shall pay the Employee any unpaid base salary and incentive cash compensation due for periods prior to the Termination Date; (ii) the Company shall pay the Employee all of the Employee's accrued and unused vacation through the Termination Date; and (iii) following submission of proper expense reports by the Employee, the Company shall reimburse the Employee for all expenses reasonably and necessarily incurred by the Employee in connection with the business of the Company prior to the Termination Date. These payments shall be made promptly upon termination and within the period of time mandated by law.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee's benefits under this Agreement shall be either delivered in full, or delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Employee on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Unless the Company and the Employee otherwise agree in writing, any determination required under this Section shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon the Employee and the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

6. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or

substantially all of the Company's business and/or assets shall assume the Company's obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Employee's Successors. Without the written consent of the Company, Employee shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Employee hereunder shall inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notices.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Notice of Termination. Any termination or resignation of the Employee shall be communicated by a notice of termination to the other party hereto given in accordance with this Section. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the Termination Date (which shall be not more than 30 days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such fact or circumstance in enforcing his rights hereunder.

8. Arbitration.

(a) Any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the

interpretation, validity, construction, performance, breach, or termination thereof, shall be settled by binding arbitration to be held in Santa Clara County, California, in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association (the “Rules”). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.

(b) The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. The arbitration proceedings shall be governed by federal arbitration law and by the Rules, without reference to state arbitration law. Employee hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) Employee understands that nothing in this Section modifies Employee’s at-will employment status. Either Employee or the Company can terminate the employment relationship at any time, with or without Cause.

(d) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT SUBMITTING ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, CONSTITUTES A WAIVER OF EMPLOYEE’S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

(i) ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION.

(ii) ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND LABOR CODE SECTION 201, *et seq*;

(iii) ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.

(b) Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Company (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Integration. This Agreement and any outstanding stock option agreements referenced herein represent the entire agreement and understanding between the parties as to the subject matter herein and supersede all prior or contemporaneous agreements, whether written or oral, with respect to this Agreement and any stock option agreement.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

**QUICKLOGIC CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

EMPLOYEE:

[Executive Officer]

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**EXHIBIT A**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made by and between QuickLogic Corporation (the “Company”), and [EMPLOYEE] (“Employee”).

WHEREAS, Employee was employed by the Company;

WHEREAS, the Company and Employee have entered into a Change of Control Severance Agreement (the “Severance Agreement”);

NOW THEREFORE, in consideration of the mutual promises made herein, the Company and Employee (collectively referred to as “the Parties”) hereby agree as follows:

1. Termination. Employee’s employment from the Company terminated on \_\_\_\_\_.

2. Consideration. The Company agrees to pay Employee the severance benefits set forth in Section 4 of the Severance Agreement under the terms and conditions of the Severance Agreement.

3. Confidential Information. Employee shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Confidentiality Agreement between Employee and the Company. Employee shall return all the Company property and confidential and proprietary information in his possession to the Company on the Effective Date of this Agreement.

4. Payment of Salary. Employee acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Employee.

5. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company. Employee, on behalf of himself and his respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,

a. any and all claims relating to or arising from Employee’s employment relationship with the Company and the

termination of that relationship;

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b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

d. any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, The Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, and Labor Code section 201, *et seq.* and section 970, *et seq.* and all amendments to each such Act as well as the regulations issued thereunder;

e. any and all claims for violation of the federal, or any state, constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

g. any and all claims for attorneys' fees and costs.

6. Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. Employee acknowledges and agrees that any breach of this paragraph shall constitute a material breach of the Agreement and in the case of a breach by Employee, shall entitle the Company immediately to recover the monetary consideration discussed in paragraph 2 above. Employee shall also be responsible to the Company for all costs, attorneys' fees and any and all damages incurred by the Company (a) enforcing the obligation, including the bringing of any suit to recover the monetary consideration, and (b) defending against a claim or suit brought or pursued by Employee in violation of this provision.

7. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Employee and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he has been advised by this writing that (a) he should consult with an attorney prior to executing this Agreement; (b) he has

twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (d) this Agreement shall not be effective until the revocation period has expired. Any revocation should be in writing and delivered to the Secretary of QuickLogic Corporation at 1277 Orleans Drive, Sunnyvale, CA 94089 by close of business on the seventh day from the date that Employee signs this Agreement.

8. Civil Code Section 1542. Employee represents that he is not aware of any claims against the Company other than the claims that are released by this Agreement. Employee acknowledges that he has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTION HIS SETTLEMENT WITH THE DEBTOR.**

9. Employee, being aware of said code section, agrees to expressly waive any rights he may have thereunder, as well as under any other statute or common law principles of similar effect.

10. No Pending or Future Lawsuits. Employee represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Employee also represents

that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

11. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any right, or alleged right, of employment or re-employment with the Company.

12. Confidentiality. Employee agrees to use his best efforts to maintain in confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Settlement Information"). Employee agrees to take every reasonable precaution to prevent disclosure of any Settlement Information to third parties, and agrees that there will be no publicity, directly or indirectly, concerning any Settlement Information. Employee agrees to take every precaution to disclose Settlement Information only to those attorneys, accountants, governmental entities, and family members who have a reasonable need to know of such Settlement Information.

13. No Cooperation. Employee agrees he will not act in any manner that might damage the business of the Company. Employee agrees that he will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

14. Non-Disparagement. Employee agrees to refrain from any defamation, libel or slander of the Company and its respective officers, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns or tortious interference with the contracts and relationships of the Company and its respective officers, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns.

15. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Employee or to any third party.

16. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

17. Arbitration. The Parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein released, including any potential claims of harassment, discrimination or wrongful termination shall be subject to binding arbitration, to the extent permitted by law, in Santa Clara County, California, before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. **Employee agrees and hereby waives his right to jury trial as to matters arising out of the terms of this Agreement and any matters herein released to the extent permitted by law.** The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award.

18. Authority. Employee represents and warrants that [he/she] has the capacity to act on [his/her] own behalf and on behalf of all who might claim through [him/her] to bind them to the terms and conditions of this Agreement.

19. No Representations. Employee represents that he has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

20. Severability. In the event that any provision hereof 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.

21. Entire Agreement. This Agreement and the Confidentiality Agreement represent the entire agreement and understanding between the Company and Employee concerning Employee's separation from the Company, and supersede and replace any and all prior agreements and understandings concerning Employee's relationship with the Company and his compensation by the Company.

22. No Oral Modification. This Agreement may only be amended in writing signed by Employee and the President of the Company.

23. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

24. Effective Date. This Agreement is effective eight days after it has been signed by both Parties.

25. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

26. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

- a. They have read this Agreement;
- b. They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- c. They understand the terms and consequences of this Agreement and of the releases it contains;
- d. They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

**[THE COMPANY]**

Dated: [DATE] By: \_\_\_\_\_

[EMPLOYEE NAME], an individual  
\_\_\_\_\_

Dated: [DATE] \_\_\_\_\_

## QUICKLOGIC CORPORATION

### CHANGE OF CONTROL SEVERANCE AGREEMENT

This Change of Control Severance Agreement (the "Agreement") is made and entered into effective as of \_\_\_\_\_, 200\_ (the "Effective Date"), by and between E. Thomas Hart (the "Employee") and QuickLogic Corporation, a Delaware corporation (the "Company"). Certain capitalized terms used in this Agreement are defined in Section 1 below.

#### R E C I T A L S

A. It is expected that the Company from time to time will consider the possibility of a Change of Control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to the Employee and can cause the Employee to consider alternative employment opportunities.

B. The Board believes that it is in the best interests of the Company and its stockholders to provide the Employee with an incentive to continue his employment and to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

C. In order to provide the Employee with enhanced financial security and sufficient encouragement to remain with the Company notwithstanding the possibility of a Change of Control, the Board believes that it is imperative to provide the Employee with certain severance benefits upon the Employee's termination of employment following a Change of Control.

#### AGREEMENT

In consideration of the mutual covenants herein contained and the continued employment of Employee by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. "Cause" shall mean (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an employee which is intended to result in substantial personal enrichment of the Employee, (ii) Employee's conviction of a felony which the Board reasonably believes has had or will have a material detrimental effect on the Company's reputation or business, (iii) a willful act by the Employee which constitutes misconduct and is injurious to the Company, or (iv) continued willful violations by the Employee of the Employee's obligations to the Company after there has been delivered to the Employee a written demand for performance from the Company which describes the basis for the Company's belief that the Employee has not substantially performed his duties, and a period of thirty (30) days following the date of delivery of such written demand for the Employee to cure such violations.

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(b) Change of Control. "Change of Control" shall mean the occurrence of any of the following events:

(i) the approval by stockholders of the Company of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(ii) the approval by the stockholders of the Company of a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becoming the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities; or

(iv) a change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those directors whose election or nomination was not in connection with any transactions described in subsections (i), (ii), or (iii) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company.

(c) Involuntary Termination. "Involuntary Termination" shall mean (i) without the Employee's express written consent, a significant reduction of the Employee's duties, position or responsibilities relative to the Employee's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of the Employee from such position, duties and responsibilities, unless the Employee is provided with comparable duties, position and responsibilities; (ii) without the Employee's

express written consent, a substantial reduction, without good business reasons, of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) without the Employee's express written consent, a reduction by the Company of the Employee's base or target incentive cash compensation as in effect immediately prior to such reduction; (iv) without the Employee's express written consent, a material reduction by the Company in the kind or level of employee benefits to which the Employee is entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced; (v) without the Employee's express written consent, the relocation of the Employee to a facility or a location more than fifty (50) miles from his current location; (vi) any purported termination of the Employee by the Company which is not effected for Cause or for which the grounds relied upon are not valid; or (vii) the failure of the Company to obtain the assumption of this Agreement by any successors contemplated in Section 6 below.

(d) Severance Benefits Period. "Severance Benefits Period" shall mean a period of twenty-four (24) months following the Termination Date.

(e) Termination Date. "Termination Date" shall mean the effective date of any notice of termination delivered by one party to the other hereunder.

2. Term of Agreement. This Agreement shall terminate upon the date that all obligations of the parties hereto under this Agreement have been satisfied or, if earlier, on the date, prior to a Change of Control, Employee is no longer employed by the Company.

3. At-Will Employment. The Company and the Employee acknowledge that the Employee's employment is and shall continue to be at-will, as defined under applicable law. If the Employee's employment terminates for any reason, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be established under the Company's then existing employee benefit plans or policies at the time of termination.

4. Severance Benefits.

(a) Termination Following A Change of Control. If the Employee's employment with the Company terminates as a result of an Involuntary Termination at any time three (3) months prior to, or twelve (12) months after, a Change of Control, Employee shall be entitled to the following severance benefits provided that Employee enters into and does not revoke a general release of claims with the Company in substantially the form attached hereto as Exhibit A:

(i) Employee's base salary for the Severance Benefits Period as in effect as of the date of such termination, less applicable withholding, payable in a lump sum within thirty (30) days of the Involuntary Termination;

(ii) Employee's incentive cash compensation computed at 100% of target for the Severance Benefits Period as in effect as of the date of such termination, less applicable withholding, payable in a lump sum within thirty (30) days of the Involuntary Termination;

(iii) one hundred percent (100%) of any incentive cash compensation or bonus declared prior to the date of any such termination for the Employee but not yet paid, if any;

(iv) all stock options and equity compensation awards granted by the Company to the Employee prior to the Change of Control shall become fully vested and exercisable as of the date of the termination and will remain exercisable for a 90 day period following the Termination Date, notwithstanding any shorter period stated in the respective stock option agreements and;

(v) the same level of health (i.e., medical, vision and dental) coverage and benefits as in effect for the Employee on the day immediately preceding the day of the Employee's termination of employment; provided, however, that (i) the Employee constitutes a qualified beneficiary, as defined in Section 4980B(g)(1) of the Internal Revenue Code of 1986, as amended; and (ii) Employee elects continuation coverage pursuant to the Consolidated Omnibus Budget

Reconciliation Act of 1985, as amended ("COBRA"), within the time period prescribed pursuant to COBRA. The Company shall continue to provide Employee with health coverage until the earlier of (i) the date Employee is no longer eligible to receive continuation coverage pursuant to COBRA, or (ii) the end of the Severance Benefits Period as measured from the termination date.

(b) Termination Apart from a Change of Control. If the Employee's employment with the Company terminates other than as a result of an Involuntary Termination at any time three (3) months prior or twelve (12) months following a Change of Control, then the Employee shall not be entitled to receive severance or other benefits hereunder, but may be eligible for those benefits (if any) as may then be established under the Company's then existing severance and benefits plans and policies at the time of such termination.

(c) Accrued Wages and Vacation; Expenses. Without regard to the reason for, or the timing of, Employee's termination of employment: (i) the Company shall pay the Employee any unpaid base salary and incentive cash compensation due for periods prior to the Termination Date; (ii) the Company shall pay the Employee all of the Employee's accrued and unused vacation through the Termination Date; and (iii) following submission of proper expense reports by the Employee, the Company shall reimburse the Employee for all expenses reasonably and necessarily incurred by the Employee in connection with the business of the Company prior to the Termination Date. These payments shall be made promptly upon termination and within the period of time mandated by law.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Employee's benefits under this Agreement shall be either delivered in full, or delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Employee on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code.

Unless the Company and the Employee otherwise agree in writing, any determination required under this Section shall be made in writing by the Company's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon the Employee and the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

6. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or

substantially all of the Company's business and/or assets shall assume the Company's obligations under this Agreement and agree expressly to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Employee's Successors. Without the written consent of the Company, Employee shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Employee hereunder shall inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

7. Notices.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Secretary.

(b) Notice of Termination. Any termination or resignation of the Employee shall be communicated by a notice of termination to the other party hereto given in accordance with this Section. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the Termination Date (which shall be not more than 30 days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such fact or circumstance in enforcing his rights hereunder.

8. Arbitration.

(a) Any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be settled by binding arbitration to be held in Santa Clara County, California, in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association (the “Rules”). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction.

(b) The arbitrator(s) shall apply California law to the merits of any dispute or claim, without reference to conflicts of law rules. The arbitration proceedings shall be governed by federal arbitration law and by the Rules, without reference to state arbitration law. Employee hereby consents to the personal jurisdiction of the state and federal courts located in California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) Employee understands that nothing in this Section modifies Employee’s at-will employment status. Either Employee or the Company can terminate the employment relationship at any time, with or without Cause.

(d) EMPLOYEE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EMPLOYEE UNDERSTANDS THAT SUBMITTING ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, CONSTITUTES A WAIVER OF EMPLOYEE’S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

(i) ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGLIGENT OR INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS; NEGLIGENT OR INTENTIONAL MISREPRESENTATION; NEGLIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION.

(ii) ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND LABOR CODE SECTION 201, *et seq*;

(iii) ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.

(b) Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Company (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Integration. This Agreement and any outstanding stock option agreements referenced herein represent the entire agreement and understanding between the parties as to the subject matter herein and supersede all prior or contemporaneous agreements, whether written or oral, with respect to this Agreement and any stock option agreement.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be

governed by the internal substantive laws, but not the conflicts of law rules, of the State of California.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Employment Taxes. All payments made pursuant to this Agreement shall be subject to withholding of applicable income and employment taxes.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

**QUICKLOGIC CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

EMPLOYEE:

E. Thomas Hart

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**EXHIBIT A**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made by and between QuickLogic Corporation (the “Company”), and [EMPLOYEE] (“Employee”).

WHEREAS, Employee was employed by the Company;

WHEREAS, the Company and Employee have entered into a Change of Control Severance Agreement (the “Severance Agreement”);

NOW THEREFORE, in consideration of the mutual promises made herein, the Company and Employee (collectively referred to as “the Parties”) hereby agree as follows:

1. Termination. Employee’s employment from the Company terminated on \_\_\_\_\_.

2. Consideration. The Company agrees to pay Employee the severance benefits set forth in Section 4 of the Severance Agreement under the terms and conditions of the Severance Agreement.

3. Confidential Information. Employee shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Confidentiality Agreement between Employee and the Company. Employee shall return all the Company property and confidential and proprietary information in his possession to the Company on the Effective Date of this Agreement.

4. Payment of Salary. Employee acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Employee.

5. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company. Employee, on behalf of himself and his respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

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b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

d. any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, The Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, and Labor Code section 201, *et seq.* and section 970, *et seq.* and all amendments to each such Act as well as the regulations issued thereunder;

e. any and all claims for violation of the federal, or any state, constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and

g. any and all claims for attorneys' fees and costs.

6. Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. Employee acknowledges and agrees that any breach of this paragraph shall constitute a material breach of the Agreement and in the case of a breach by Employee, shall entitle the Company immediately to recover the monetary consideration discussed in paragraph 2 above. Employee shall also be responsible to the Company for all costs, attorneys' fees and any and all damages incurred by the Company (a) enforcing the obligation, including the bringing of any suit to recover the monetary consideration, and (b) defending against a claim or suit brought or pursued by Employee in violation of this provision.

7. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Employee and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he has been advised by this writing that (a) he should consult with an attorney prior to executing this Agreement; (b) he has

twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (d) this Agreement shall not be effective until the revocation period has expired. Any revocation should be in writing and delivered to the Secretary of QuickLogic Corporation at 1277 Orleans Drive, Sunnyvale, CA 94089 by close of business on the seventh day from the date that Employee signs this Agreement.

8. Civil Code Section 1542. Employee represents that he is not aware of any claims against the Company other than the claims that are released by this Agreement. Employee acknowledges that he has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTION HIS SETTLEMENT WITH THE DEBTOR.**

9. Employee, being aware of said code section, agrees to expressly waive any rights he may have thereunder, as well as under any other statute or common law principles of similar effect.

10. No Pending or Future Lawsuits. Employee represents that he has no lawsuits, claims, or actions pending in his name,

or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Employee also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

11. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any right, or alleged right, of employment or re-employment with the Company.

12. Confidentiality. Employee agrees to use his best efforts to maintain in confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Settlement Information"). Employee agrees to take every reasonable precaution to prevent disclosure of any Settlement Information to third parties, and agrees that there will be no publicity, directly or indirectly, concerning any Settlement Information. Employee agrees to take every precaution to disclose Settlement Information only to those attorneys, accountants, governmental entities, and family members who have a reasonable need to know of such Settlement Information.

13. No Cooperation. Employee agrees he will not act in any manner that might damage the business of the Company. Employee agrees that he will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

14. Non-Disparagement. Employee agrees to refrain from any defamation, libel or slander of the Company and its respective officers, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns or tortious interference with the contracts and relationships of the Company and its respective officers, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns.

15. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Employee or to any third party.

16. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

17. Arbitration. The Parties agree that any and all disputes arising out of the terms of this Agreement, their interpretation, and any of the matters herein released, including any potential claims of harassment, discrimination or wrongful termination shall be subject to binding arbitration, to the extent permitted by law, in Santa Clara County, California, before the American Arbitration Association under its National Rules for the Resolution of Employment Disputes. **Employee agrees and hereby waives his right to jury trial as to matters arising out of the terms of this Agreement and any matters herein released to the extent permitted by law.** The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award.

18. Authority. Employee represents and warrants that [he/she] has the capacity to act on [his/her] own behalf and on behalf of all who might claim through [him/her] to bind them to the terms and conditions of this Agreement.

19. No Representations. Employee represents that he has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

20. Severability. In the event that any provision hereof 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.

21. Entire Agreement. This Agreement and the Confidentiality Agreement represent the entire agreement and understanding between the Company and Employee concerning Employee's separation from the Company, and supersede and replace any and all prior agreements and understandings concerning Employee's relationship with the Company and his compensation by the Company.

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22. No Oral Modification. This Agreement may only be amended in writing signed by Employee and the President of the Company.

23. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

24. Effective Date. This Agreement is effective eight days after it has been signed by both Parties.

25. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

26. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

- a. They have read this Agreement;
- b. They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- c. They understand the terms and consequences of this Agreement and of the releases it contains;
- d. They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

[THE COMPANY]

Dated: [DATE]

By: \_\_\_\_\_

[EMPLOYEE NAME], an individual

Dated: [DATE]

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 333-123515, No. 333-76002, No. 333-34898, No. 333-34900 and No. 333-34902) of QuickLogic Corporation of our report dated March 15, 2007, relating to the financial statements, financial statement schedule and management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting, which appears in this Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP  
San Jose, California  
March 15, 2007

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**CERTIFICATIONS**

I, E. Thomas Hart, certify that:

1. I have reviewed this annual report on Form 10-K of QuickLogic Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2007

/s/ E. THOMAS HART

E. Thomas Hart

*Chief Executive Officer*

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I, Carl M. Mills, certify that:

1. I have reviewed this annual report on Form 10-K of QuickLogic Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 15, 2007

/s/ CARL M. MILLS  
Carl M. Mills  
*Chief Financial Officer*

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, E. Thomas Hart, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of QuickLogic Corporation on Form 10-K for the fiscal year ended December 31, 2006, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of QuickLogic Corporation.

By: /s/ E. THOMAS HART

Date: March 15, 2007

Name: E. Thomas Hart

Title: *Chairman, President and Chief Executive Officer*

I, Carl M. Mills, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Annual Report of QuickLogic Corporation on Form 10-K for the fiscal year ended December 31, 2006, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Annual Report on Form 10-K fairly presents in all material respects the financial condition and results of operations of QuickLogic Corporation.

By: /s/ CARL M. MILLS

Date: March 15, 2007

Name: Carl M. Mills

Title: *Chief Financial Officer*

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